## 1. IMPORTANT INFORMATION ABOUT THE POLICY

1.1. Old Mutual Car Insurance is underwritten by Old Mutual Insure Limited. Reg. No: 1970/006619/06, a Licensed FSP & Non-Life Insurer. The Policyholder's insurance policy will remain in force for as long as his/her premium is received (this is called the Period of Insurance). The cover provided is always subject to all the terms and conditions explained throughout the policy document.

1.2. These general terms and conditions apply to every section of the policy. There are also terms and conditions that apply to specific sections under the policy. The Policyholder must ensure that he/she understands all sections of the policy document and contact us if he/she has any questions.

1.3. It is a condition of this policy that the Policyholder accepts that the sharing of your insurance information between insurers, including credit information, for underwriting and claims purposes, is in the public interest. It enables insurers to underwrite policies, assess risks fairly and reduce fraudulent claims so that premiums can remain affordable.

1.4. The information that the Policyholder provides to us may be stored in a shared database and used as set out above. It may also be used for any decision about the policy, or to process a claim.

1.5. The Policyholder's information will only be used for the primary purpose for which it was supplied or for secondary purposes related to the primary purpose. This implies that the Policyholder consents to your information being provided to another insurance company or its agents and acknowledge that any information about you may be verified against legally recognised sources or databases.

1.6. This policy is based on, and includes, any information or communication, verbal or written, made by the Policyholder or on your behalf.

1.7. Examples are given where necessary to explain certain concepts within the policy document. These examples are for clarification purposes only and do not form part of the policy.

1.8. Any reference to the singular includes a reference to the plural and vice versa.

1.9. The Insurer compensates the Policyholder for loss or damage suffered from Covered Events shown in the policy, less any Excess he/she must first pay.

1.10. Compensation Limits and all premiums are inclusive of VAT at the standard rate. With the direction of the Commissioner in terms of S20(7) of the VAT Act, this policy document together with proof of payment of the insurance premium constitutes a valid tax invoice. All amounts are in South African Rand, including premiums and any amounts we may pay to the Policyholder. All Excess amounts are inclusive of VAT.

## 2. PURPOSE OF INSURANCE

2.1. The purpose of insurance is to put the Policyholder in the same financial position he/she was in before any Covered Event occurred less any Excess payable. To be compensated, you must have complied with all policy terms and conditions. There are limits to the compensation for the events or items insured. Please see the Policy Schedule for these limits.

## 3. HELPFUL DEFINITIONS

3.1. The following definitions apply throughout the policy and all relevant documentation. The definitions specific to each Policy Section can be found at the start of that Section.

**Anniversary Date:** Means the date 12 months after the Cover Start Date of the policy, unless the Policy Schedule specifically states otherwise.



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**To report unethical behaviour, call the Anonymous Reporting line 0800 006 930 or email ominsure@tip-offs.com**

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| **Compensation Limit:** | The maximum amount for which you are insured, as shown in the Policy Schedule. In terms of Motor Vehicle insurance, the Compensation Limit is determined by the Insured Value Type the Policyholder has chosen. |
| **Consequential Loss:** | Consequential loss is any additional loss or damage that happens as a result of a Covered Event. |
| **Cover Option:** | Means the type of cover currently offered by us. The Cover Option which was chosen by the Policyholder will be shown in each Policy Section of the policy document. |
| **Cover Start Date:** | Means the latest of the following dates the Policyholder has agreed to with the Insurer:<br>• The date on which cover starts, as shown in the Policy Schedule.<br>• The date that any change to cover becomes effective, as shown in the Policy Schedule. |
| **Covered Events:** | Means the events that you are insured for. The Covered Events are shown in each Policy Section of the policy document. |
| **Excess:** | Means the first amount the Policyholder must pay before your claim is settled. This Excess is shown in the Policy Schedule. |
| **Insurable Interest:** | Refers to where a financial loss is suffered if the insured asset/s is lost, stolen or damaged. |
| **Liability/Liable:** | Liability, and being held liable, means that you are responsible or accountable in terms of the law. |
| **Period of Insurance:** | Means the period from the Cover Start Date of the insurance to midnight prior to the same day of the month one month later. The Policyholder's Period of Insurance is shown in the Policy Schedule. |
| **Policy Schedule:** | This sets out the type of cover the Policyholder bought, the people who are insured, the Period of Insurance, the amounts insured for, the Excesses that apply and the premium the Policyholder must pay. Any changes to the policy will be shown in the Policy Schedule. |
| **Policy Section:** | Refers to a part of the insurance policy document which is specific to the type of valuable the Policyholder has chosen to insure, such as Motor Vehicles, Household Contents, Buildings etc. |
| **Policyholder:** | Means the person who enters into the policy contract and who has an Insurable Interest in the asset/s on cover. |
| **Premium Payer:** | Refers to the Policyholder and/or person responsible for paying the monthly premiums for the policy and who agreed to the monthly premium deductions from his/her bank account. |
| **SASRIA SOC Limited:** | The South African Special Risk Insurance Association. |
| **Spouse:** | Means a person who is:<br>• the partner of the Policyholder in any marriage, civil union, or customary union recognised by South African law; or<br>• living with the Policyholder in a relationship that is intended to be permanent and who is named in the Policy Schedule. |
| **The Insurer/we/us/our:** | Refers to Old Mutual Car Insurance, underwritten by Old Mutual Insure Limited. Reg. No: 1970/006619/06, a Licensed FSP & Non-Life Insurer. |
| **Third Party:** | Refers to any other person to whom you may become legally Liable to pay compensation/damages for accidental death or accidental bodily injury of that person, or for accidental loss of, or damage to property belonging to that person occurring during the Period of Insurance. |
| **Total Loss of an Insured Item:** | Refers to the Total Loss of the insured Vehicle (see Helpful Definitions in the Motor Vehicles Policy Section) or the theft, accidental loss, complete destruction (or damage beyond repair) of an item insured under any Policy Section. |
| **You/your/yourself/yours:** | Means you, the Policyholder and includes his/her Spouse and or any family members who permanently live with the Policyholder and are below the age of 25. |

3.2. **IMPORTANT:** The information the Policyholder supplied to us when he/she applied for insurance, the Policy Schedule and the cover terms and conditions all form part of the policy and must be read together as one document.

## 4. YOUR RESPONSIBILITIES

4.1. You must check all the information you have provided to make sure it is correct, including material information. Material information is information that a reasonable person would consider essential to the Insurer to properly assess your risk. In assessing your risk, we can decide whether or not to insure you, what premium to charge for your risk, and whether to apply additional terms and conditions.

4.2. **IMPORTANT:** All information provided by the Policyholder will be validated at claims stage.

**Examples of material information:** A change in your address, previous cancelled short-term insurance policies, rejected claims, burglaries, accidents or judgements against you, changes of the regular driver or a change in the vehicle insured.

4.3. If the Policyholder does not provide us with correct information, it could be interpreted as a misrepresentation, omission or non-disclosure, dishonest and/or fraud and we will:

a) reject the Policyholder's claim;

b) declare the policy invalid from the Cover Start Date of the policy;

c) cancel the policy;

d) recover any compensation we have given the Policyholder in settlement of previous claims; and/or

e) refund premiums paid by the Policyholder where applicable (less cost incurred by Us during the period of cover and subject to a maximum backdated refund period of 12 months).

4.4. The Policyholder must inform us immediately if any information we have about you and/or the items insured changes or is no longer true and complete. Where material information of the policy has changed, and a refund is due the refund is subject to a maximum backdated premium refund period of 12 months less cost incurred by us including acquiring and servicing the policy.

**Example:**

- Moving to a new residence (temporary or permanent).
- Changing the regular driver of the insured motor vehicle (temporarily or permanently).
- Convictions for offences relating to dishonesty against you or any person covered under this policy.
- Renting the property out to tenants.

4.5. You need to take all reasonable precautions to prevent or minimise loss or damage, Liability, bodily injury and accidents.

**Example**:

If your vehicle is insured with us, you must make sure it is kept roadworthy (e.g. ensure that tyres, brakes, windscreen, shock absorbers etc. are in good, working condition).

- An example of failing to take due care would be driving faster than the prevailing speed limit, failing to adjust speed to a speed that is appropriate to poor visibility, bad weather conditions or unsafe road conditions or failing to reduce speed or completely stopping, to safely navigate corners, bends, intersections, roundabouts, rail or passengers crossing may lead to us not paying the claim.

4.6. If there are any inconsistencies between the Policy Schedule and the rest of the policy document, the contents of the Policy Schedule will apply.

## 5. COUNTRIES IN WHICH THE POLICY APPLIES

5.1. The policy applies to South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Eswatini and Zimbabwe.

5.2. Please note, however, that Personal Liability and General & Specified Items cover apply worldwide. Refer to the countries that are specifically excluded in each of the Policy Sections.

## 6. WHAT TO DO IN THE EVENT OF A CLAIM

6.1. If an event happens that is likely to result in a claim, the Policyholder must notify us as soon as possible, but no later than 30 days from the date of the incident. The Policyholder can notify us telephonically. If the Policyholder does not do so, he/she will lose the right to lodge a claim under this policy. When submitting a claim to us the Policyholder must provide:

a) full details of the event;

b) all information and assistance that we may ask for to obtain compensation from other persons;

c) information relating to any other insurance policy the Policyholder may have covering the same event;

d) proof of purchase, ownership and value statements and any other information that we may need within our specified timeline (may vary from 2 to 14 working days depending on the circumstances of the claim);

e) the damaged item (if requested) that is being claimed for; and

f) any correspondence or other documents (for example, court papers or legal letters) the Policyholder has received about the claim.

6.2. You must also provide reasonable help to:

a) take steps against any other person to recover compensation we have given the Policyholder; and

b) identify and recover any items that were reported lost or stolen and subsequently found.

6.3. If you decline to help us, you will be required to reimburse any compensation we have given the Policyholder.

6.4. **IMPORTANT:** The Policyholder must obtain a claim number from us to confirm that his/her claim has been registered. If a claim number is not obtained, it means that we have no record of the claim.

6.5. Unless we give the Policyholder our written consent, you must not:

a) admit you are at fault, whether verbally or in writing;

b) make any promises; or

c) offer or accept any form of compensation.

6.6. You must notify the police of any traffic accident, or any incident that involves a crime (for example, theft or deliberate damage) within 48 hours of the incident. The Policyholder must then provide us with the case number.

6.7. The Policyholder must tell us immediately if there is an incident that might lead to a claim against you. If he/she does not do so, we may decide not to compensate the Policyholder for the claim. The Policyholder must send us copies of any document/s (including legal proceedings) relating to the incident.

6.8. You must comply with all reasonable instructions and requests from the Insurer. We will not consider the Policyholder's claim if you do not comply with all of our reasonable instructions and requests. If you do not do so, we may decide not to give compensation for the claim.

## INSURER'S REQUIREMENTS

6.9. The Insurer may take over and conduct the defence, recovery or settlement of any claim on the Policyholder's behalf if we have accepted his/her claim.

## HOW WE COMPENSATE

6.10. If we agree to settle the Policyholder's claim, we may choose one or more of the following ways to give compensation:

a) pay for a repair at a repairer acceptable to us;

b) replace the item through a supplier acceptable to us;

c) pay the Policyholder out in cash; or

d) a combination of any of the above.

6.11. **IMPORTANT**: The decision about how we compensate the Policyholder is ours alone. You must check the terms and conditions for compensation in each Policy Section.

6.12. You must ensure that any repairs or replacements approved as a result of a valid claim under this policy, must take place within 6 months from the claim approval date. We may not compensate the Policyholder for this loss or damage if you do not repair or replace within this 6-month period.

6.13. Before we compensate for any valid claim, the Policyholder must pay the Excess shown in the Policy Schedule.

## SALVAGE

6.14. You must allow us to enter the premises where the loss occurred and to remove any damaged items covered by this policy. Where a claim is settled for lost or damaged items, these items become ours. You may not abandon any property to us whether or not we have taken it if your claim is unsuccessful.

### IF A CLAIM IS REJECTED

6.15. We may accept or reject all or part of the Policyholder's claim. If we reject the claim, the Policyholder must first raise his/her objection with reasons to us and has 90 days after receiving our rejection letter to do so. The Policyholder may email us at the email address shown in the Disclosure Notice (Statutory Notice to Short-Term Insurance Policyholders document included in the policy documentation), giving reasons for his/her objection.

6.16. We give compensation for all valid claims under this policy honestly, fairly and promptly. If the Policyholder believes that we have not acted accordingly and wish to lodge a formal complaint, please do so via the contact details listed in the Disclosure Notice (Statutory Notice to Short-Term Insurance Policyholders document included in the policy documentation).

### CONTACTING THE OMBUDSMAN

6.17. **IMPORTANT:** If the Policyholder's objection is unsuccessful, he/she has 6 months immediately following the abovementioned 90-day period to contact the Ombudsman for Short-Term Insurance or serve a summons on the Insurer. Please do so via the contact details listed in the Disclosure Notice (Statutory Notice to Short-Term Insurance Policyholders document included in the policy documentation). If the Policyholder does not do so within this period, the right to challenge our decision falls away forever.

6.18. By approaching the Ombudsman, the Policyholder's right to issue summons will not fall away. The remaining time of the 6 months will reduce with the time elapsed for the Ombudsman to provide a ruling.

### CLAIMING UNDER MORE THAN ONE POLICY SECTION

6.19. We do not compensate the Policyholder under more than one Section of this Policy for any Covered Event, loss or damage that arises from the same event, or for the same item.

**Example**: If the Policyholder has Household Contents cover and General and Specified Items cover with us, he/she will not be able to claim for loss or damage under these two Policy Sections together. For example, if your laptop is stolen from your home in a burglary, the Policyholder cannot claim under the Household Contents Policy Section and General and Specified Items Policy Section for the same item. We will only ever compensate under one of these two Policy Sections but not both.

## 7. DUAL INSURANCE

7.1. If any item or risk that we insure under this policy is also insured by any other insurance company, we will only compensate the Policyholder for our proportion of the claim and he/she will be Liable for the full excess applicable to the claim.

7.2. No premium refund will be available if a claim has been paid in case of dual insurance.

7.3. If we agree to refund the Policyholder a proportion of his/her premium as a result of dual insurance, we will deduct any cost incurred by us during the period of cover, as well as a premium refund administration fee of R 450.00 and the maximum backdated premiums considered for the refund will be limited to 12 months.

## 8. CANCELLING THE POLICY

8.1. We may cancel this policy or any Policy Section by giving 31 days' written notice by email to the email address that the Policyholder has provided.

8.2. The Policyholder may cancel this policy either telephonically or in writing and this cancellation will take effect at midnight from the day of this cancellation. We will not charge any administrative cost for processing the cancellation and no premium refunds will be made for a cancellation with less than 31 days' notice where the premium has already been collected. If the Policyholder cancels this policy and his/her premium has not been collected, but already submitted for collection, the premium will be refunded after a deduction of a R450.00 premium refund administration fee.

**Example**: If the Policyholder requests the policy or an item to be cancelled on the 15th of the month and his/her debit date is the 25th of the month, the cover and policy will remain in force and terminate at midnight on the 15th and as the cancellation was made with less than 31 days' notice, no premium refund will be processed.

8.3. If a Covered Event leads to the Total Loss of an Insured Item during the Period of Insurance, we will not refund the monthly premium for the balance of that Period of Insurance.

8.4. We may cancel this policy with immediate effect should you, anyone covered under this policy or anyone acting on your behalf fail to comply with our reasonable instructions or requests, commit fraud on a claim or is found to be dishonest about a claim.

## 9. CHANGES TO COVER

9.1. The Policyholder may change his/her cover at any time. The Policyholder must ensure that we agree to the change telephonically or in writing and that the change will apply from the date and time agreed.

9.2. We may change the terms, conditions and the premiums on the policy by giving the Policyholder 31 days' written notice to your last known email address Any changes will only come into effect after this 31-day notice period has lapsed.

## 10. PAYING PREMIUMS

10.1. Having a monthly policy means that the policy runs for a period of one month, and the Premium Payer pays his/her premium or a pro-rata portion each month in advance.

10.2. The policy is automatically renewed each month if the Premium Payer pays the next monthly premium on time. It is the Premium Payer's responsibility to ensure that there are sufficient funds in his/her bank account so that the debit order can be processed on the relevant Debit Date.

a) **Debit Date:** this is the day of the month on which the Premium Payer has requested us to collect the monthly premium from his/her bank account (e.g. the 25th of each month).

10.3. We will make use of a bank-approved debit order collection process, as per the Premium Payer's agreed mandate, to collect the premium:

a) We may make use of an authenticated debit order collection process which allows the Premium Payer to electronically confirm his/her debit order details with his/her bank and us at the start of the contract and when any of the mandate conditions change.

b) If the Premium Payer does not authenticate the debit order collection of the premium or if his/her bank is not participating in authenticated collections, we may make use of an Electronic Funds Transfer (EFT) Debit Order Service provided by certain South African banks to collect the premium.

10.4 These services may allow for a process that will assist in matching the availability of funds in your bank account and premium deduction when enough money is available. We do this to make sure that the monthly premiums are paid so that the policy remains in force.

10.5. **For the policy to start** we must receive the premium for the first month, or part thereof, in advance. If we do not receive the premium, the policy will not start. We will amend the Cover Start Date to the next permissible Debit Date and will re-attempt to debit the Premium Payer's account. If we are still unable to collect the premium, the policy will not start.

10.6. **For the policy to renew each month** the premium must be paid in advance every month by no later than the Debit Date.

10.7. **If the premium is not paid**, we will automatically attempt to collect the premium after 15 days. If we are unable to collect the premium, the Policyholder will not have cover for this Period of Insurance.

10.8. **At your next Debit Date, the cover will resume and we will attempt to collect the premium.** If we are still unable to collect the full monthly premium, the policy will automatically be cancelled from the first Debit Date on which the premium was not paid. You will have no cover for any Period of Insurance that was not paid for.

10.9. **IMPORTANT:** The 15-day period described above will only apply from the second month from the Cover Start Date. The 15-day period will not apply if we have never received a single premium payment from the Premium Payer. In this case, non-payment will result in the policy being automatically cancelled with effect from the Cover Start Date.

10.10. Where the Debit Date falls on a public holiday or Sunday, the premium will be collected on the last working day prior, or the first working day thereafter.

10.11. If the Premium Payer puts a stop payment on the premium, the policy will be cancelled automatically from the Debit Date on which the premium was not paid. The Policyholder must contact us if he/she wishes to cancel the policy.

10.12 If the Premium Payer disputes a premium already paid for cover provided and facilitate a premium refund from his/her bank without our written consent and approval, the Premium Payer will remain Liable for these premiums and we will recollect.

10.13. We will charge a non-refundable recollection fee of R50.00 for each failed premium collection, irrespective of the rand value, as result of any of the following reasons for the rejection of the debit order:

a) if there are insufficient funds in the Premium Payer's account;

b) if the Premium Payer cancelled the authorisation of the debit order; or

c) if the Premium Payer provided the incorrect banking details when the policy was taken up by the Policyholder.

10.14. We will not charge the Premium Payer interest on late payment of premiums.

## 11. COOLING-OFF PERIOD

### NEW POLICY AND REINSTATEMENT COOLING-OFF PERIOD

11.1. You may ask us to cancel this policy within 31 days of receiving your welcome or reinstatement pack. If you have not claimed and we have not paid any benefits, we will, within 31 days of receiving your cancellation instruction, refund any premiums we have received before you instructed us to cancel the policy. We will deduct the cost of the cover you have enjoyed before we refund the premiums. If you cancel the policy after the 31-day cooling-off period or you have claimed any benefits, we will not refund the premiums you have already paid as you have enjoyed cover.

### POLICY CHANGES COOLING-OFF PERIOD

11.2. You may also ask us to cancel a policy change where a new risk item was added within 31 days of receiving confirmation of the change. In this case and if you have not claimed and we have not compensated, the policy will not be cancelled but we will refund any premiums or partial premiums we have received as a result of the policy change after we have deducted the cost of cover you have enjoyed. You will receive the premium refund within 31 days of your cancellation instruction. If you cancel the policy change after the 31-day cooling-off period or you have claimed any benefits, we will not refund the premiums you have already paid as you have enjoyed cover.

## 12. POLICY VOIDANCE

12.1. If your policy is voided, we will refund the premiums paid by you (less cost incurred by us during the period of cover, as well as a premium refund administration fee of R450).

## 13. ANNUAL PREMIUM ADJUSTMENTS

13.1. The Compensation Limit for the Buildings, Household Contents and General Items cover is adjusted on the Anniversary Date of the policy. This happens automatically, at a percentage calculated in line with the rate of inflation unless the Policyholder has advised us otherwise. This means that his/her premiums may also increase. It is the Policyholder's responsibility to make sure that the Compensation Limit represents the full value of your insured items in all Policy Sections at all times.

## 14. CHANGES AFTER A CLAIM

14.1. The Compensation Limit does not change when the Policyholder has a claim, but his/her premium might be affected. We may choose to wait until the policy anniversary date to increase the premiums or request a higher premium with effect from the date of loss or damage.

14.2. We may also change the terms and conditions of the policy following a claim.

## 15. UNDERINSURANCE

15.1. It is the Policyholder's responsibility to insure all your items for their replacement value. The replacement value is what it will cost the Policyholder to replace the items that are lost or damaged with similar ones. When the Policyholder makes a claim, we will determine the replacement value at which he/she should have insured the items. If this value is more than the Compensation Limit shown in the Policy Schedule, it means the Policyholder is under-insured and we will only compensate for the percentage of insurance bought, and he/she will be responsible for the difference.

**Example:** The Policyholder has insured his/her household contents for an amount of R80 000. The Policyholder's house is broken into and goods with a replacement value of R30 000 are stolen, which are claimed from the Insurer. If, following our assessment, the current replacement value of all the household contents before the theft is proven to be R100 000 and not the R80 000 as insured, we will pay only 80% of the claim, as the Policyholder was underinsured by 20%. In other words, he/she will receive only R24 000 and not the R30 000 claimed. The Policyholder's Excess will also be deducted from the claim.

15.2. Underinsurance does not apply to Motor Vehicles, Motorcycles, Trailers & Caravans, Personal Liability and Legal Costs Policy Sections.

## 16. OPTIONAL CASH BACK BONUS

16.1. A Cash Back Bonus is a refund of a portion of the Policyholder's premiums on condition that he/she meets all of the following requirements for three consecutive years (36 months), known as the Reward Period:

a) have uninterrupted cover;

b) remain claim-free; and

c) all premiums are paid on time.

16.2. This is an optional bonus and a premium is charged for participation. If the Policyholder has any optional cover it will be shown in the Policy Schedule.

16.3. Conditions apply and these can be found in the document titled Cash Back Bonus, which is included with the policy documentation if this optional cover was selected.

## 17. WHAT IS NOT COVERED UNDER THE POLICY

### FRAUD, DISHONESTY AND MISREPRESENTATION

17.1. We do not compensate for claims based on fraud, dishonesty or misrepresentation (giving misleading or incorrect information), including exaggerated claims. The entire claim will be rejected and the policy cancelled retrospectively from the actual incident date if you or anyone acting on your behalf or who drove/ride the insured vehicle at the time of loss submits a claim, or any information or documentation relating to any claim that is in any way fraudulent, dishonest, inflated or exaggerated.

17.2. If we compensate for any claims that we later discover to have been based on fraud, dishonesty or misrepresentation, the Policyholder must pay back the amount of the compensation immediately when we ask for it. We will cancel the policy immediately and you may face criminal charges.

### EVENTS DELIBERATELY CAUSED

17.3. We do not compensate for any claims if you or any person colluding with you, deliberately causes the Covered Event, loss or damage.

### WAR, RIOTS, LABOUR STRIKES OR TERRORISM

17.4. We will not accept any claims for events resulting directly or indirectly from any one or more of the following:

a) labour disturbances, riots, strikes, lockouts or public disorder, or any acts that are aimed to cause these;

b) war and warlike activities, for example invasion, acts of foreign enemies, and civil war (whether war is declared or not);

c) martial law, mutiny, military uprising or a state of siege, or any event which may cause these;

d) revolution, including protests, rebellion, civil disobedience, and inciting fear in the public;

e) acts or attempts to overthrow the government or any local or tribal authority by force or by means of fear, terrorism or violence;

f) terrorism or the threat of terrorism, or the attempt to cause terrorism or the threat of terrorism – terrorism includes the use of violence or threat of violence to bring about any political aim, or to bring about any social or economic change, or in protest against any state or government or any provincial, local or tribal authority; it includes acts whether harmless to human life or not, by any person or group of people, whether acting alone or in a group; it also includes any acts committed for a political, religious, personal or ideological reason;

g) any events for which a fund is established under the War Damage Insurance and Compensation regulations or any similar Act or legislation; and

h) the acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.

17.5. If optional SASRIA Cover was selected, kindly refer to the relevant SASRIA policy wording (included in the policy documentation) to see which of the above risks are covered under your SASRIA SOC Limited policy.

### CLAIMS RELATED TO NUCLEAR MATERIAL

17.6. We do not compensate for claims resulting directly or indirectly from any of the following:

a) ionising, radiation, radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel - combustion includes any self-sustaining process of nuclear fission;

b) contamination from nuclear material in any form, including from nuclear waste;

c) nuclear fission or fusion; and

d) nuclear weapons or nuclear explosion.

17.7. We do not compensate you for these claims even if another event or cause (regardless of the sequence of events) contributed to the loss, damage, bodily injury or Liability.

### CONFISCATION BY LAWFUL AUTHORITIES

17.8. We do not compensate for any claims related to loss, damage, bodily injury or liability if a lawful authority takes the insured items, for example, by nationalising, commandeering, seizing, confiscating, attaching or impounding.

**Example:** If you buy a car that later turns out to be stolen and the police confiscate it from you, the Policyholder cannot claim for the loss of that car.

### CONSEQUENTIAL LOSS

17.9. Except where otherwise specified, we do not compensate for claims for Consequential Loss.

**Example:** A burst water pipe will result in water being lost and an unusually high water account. (This would be the indirect result or Consequential Loss associated with the burst water pipe.) In this case, we would not cover the cost of the Policyholder's water bill.

### THEFT UNDER FALSE PRETENCES (SCAMS)

17.10. We do not compensate for claims for Covered Events, loss or damage arising from scams, fraud or theft by false pretences.

**Example:** If you sell your car and the buyer fails to make the actual payment, we will not compensate for the loss of the car.

### UNAUTHORISED REPAIRS

17.11. We do not compensate for claims where the Policyholder has not obtained our approval for repairs/replacement of your insured items.

**Example:** If your car is damaged in an accident and you decide to have it repaired at a repairer of your own choice without obtaining approval from us, we will not compensate the Policyholder for the cost of the repairs.

### LIABILITY RELATED TO CONTRACTS

17.12. We do not compensate for Liability arising from a contract you entered into unless you would have been Liable even if there were no contract, provided that the Liability arises following a Covered Event to a risk item.

### FINES AND PENALTIES

17.13. We do not compensate for punitive damages, fines or penalties that you are held Liable for.

### POLLUTION OR CONTAMINATION

17.14. We do not compensate for Liability related to pollution or contamination of any type. This includes the cost of cleaning up or replacing any property damaged by pollution or contamination.

### SOFTWARE AND DATA

17.15. We do not compensate for loss or damage of software, content, or data.

### CYBER TERRORISM

17.16. We do not compensate for loss, damage or Liability caused directly or indirectly by cyber-attacks including, but not limited to schemes/scams based on fake websites, malware, social engineering (such as phishing, baiting etc.), identity theft, data restoration, distributed denial of service, hacking or cyber terrorism.

17.17. We do not compensate for loss, damage or Liability caused directly or indirectly by cyberbullying and any resulting emotional damage.

### ILLEGAL ACTIVITIES

17.18. We do not compensate for loss, damage or Liability to the insured property which arises as a result of its use for, or in connection with any offence which is illegal or a criminal act where the Insurer's tolerance for risk acceptance is breached.

### SANCTIONS

17.19. The Insurer does not insure you for, or compensate for, any event or claim which would result in the exposure of the Insurer to any sanction, prohibition or restriction under the United Nations regulation or trade or economic sanctions, laws or regulations of the European Union, the United Kingdom and the United States of America.

### GROSS NEGLIGENCE

17.20. We do not compensate for loss, damage or Liability caused by your gross negligence.

17.21 **Example:** Gross negligence include leaving your keys in your unlocked car when parking at the mall to shop or disregarding pedestrian, stray animal and speed warning signs while exceeding the regulated speed limit.

### WEAR, TEAR AND BREAKDOWN

17.22. We do not compensate for wear and tear, mechanical, electronic or electrical breakdowns, failures or breakage or where damage/loss is due to poor maintenance, wear and tear and any gradual operating cause.

### DAMAGE BY INSECTS, PESTS AND PETS

17.23. We do not compensate for damage or loss caused by insects, pests or domestic pets.

### LEAVING KEYS IN AN UNSAFE AREA

17.24. We do not compensate for any claim for loss, damage, death, injury or Liability as a result of you leaving your keys in an unsecure place and/or with an unknown person and/or a person with no responsibility towards the insured item.

### PLANTS AND ANIMALS

17.25. We do not compensate for, unless otherwise stated elsewhere in this document, damage or injury to plants and animals.

### DAMAGE BY DOMESTIC DISPUTE

17.26. We do not compensate for any claim for loss or damage which is the result of a domestic dispute between family members and/or between unrelated persons regardless of whether or not they form part of the same household.

### ITEM/S USED FOR BUSINESS/COMMERCIAL PURPOSES

17.27. Claims for loss of, damage to, or Liability for any item used for business or commercial purposes are not covered. Examples of such claims would include loss of, damage to, or Liability as a result of photographic or multimedia equipment used by a photographer, tools used by a handyman, Vehicles used for any courier or e-hailing services, and any/all other activities where the item/s is/are used to offer services in return for payment/remuneration.

## 18. PROTECTION OF PERSONAL INFORMATION (PPI)

18.1. The Old Mutual Group would like to offer you ongoing financial services and may use your personal information to provide you with information about products or services that may be suitable to meet your financial needs. Please sms your ID number to 30994 if you would prefer not to receive such information and/or financial services.

18.1.1. The Old Mutual Group may use, share or obtain your personal information (including criminal and/or health information) for the following purposes:

- Underwriting
- Assessment and processing of claims
- Where applicable, credit reference searches or verification, credit scoring and assessment and credit management
- Verification of personal information (including your identity, address and banking details)
- Updating your personal information
- Claims checks (Industry Life & Claims Register(s))
- Tracing beneficiaries
- Debt tracing or debt recovery
- Tracing you where you are uncontactable
- Prevention and detection of fraud, crime, money laundering (including anti-money laundering screening) or other malpractice
- Market or customer satisfaction research or statistical analysis
- Audit & record keeping purposes
- Compliance with legal & regulatory requirements and in connection with legal proceedings
- Sharing information with service providers we engage to process such information on our behalf or who render services to us. These service providers may be abroad, but we will not share your information with them unless we are satisfied that they have adequate security measures in place to protect your personal information.

18.1.2. You agree that Old Mutual may view, search and update your information.

18.1.3. You may access your personal information that we hold and may also, under certain circumstances, request us to correct any errors or to delete this information. In certain cases you have the right to object to the processing of your personal information.

18.1.4. You also have the right to complain to the Information Regulator, whose contact details are:

**www.justice.gov.za/inforeg/index.html**

General enquiries: inforeg@justice.gov.za

Complaints: complaints.IR@justice.gov.za

18.2. To view our Underwriter's full privacy notice, please visit the group website on www.oldmutual.co.za.

## 19. RIGHT TO ACCESS AND CORRECT PERSONAL INFORMATION

19.1. The Policyholder has the right to request details of any personal information we hold about you. To do this, simply visit our Underwriter's Group website at www.oldmutual.co.za and view the Promotion of Access to Information (PAIA) manual which contains details about the procedure to follow to request access to information held by us. Please note that any such access request may be subject to a payment of a legally allowable fee, depending on the nature of the information to which the Policyholder requires access.

## 20. SOUTH AFRICAN LAW APPLIES

20.1. South African law applies to this policy and only the courts of the Republic of South Africa may deal with any dispute in respect of this policy.