

# Welcome to OUTsurance where 'you always get something out'.

We are a proud leader in our field.

We pioneered the OUTbonus which is recognised as the reward for those who are claim free. We look forward to the day that you receive your OUTbonus.

We are proud to introduce yet another innovation: our ESSENTIAL OUTsurance product for vehicles, house contents, building and Out-and-About cover at very affordable premiums.

This policy document forms an essential part of the set of documents we mailed to you. It defines the cover we provide under the following headings which are easily identified by the various icons:

- ✓ WHAT IS COVERED and
- **X** WHAT IS NOT COVERED

Examples are used to explain specific, practical ways in which the cover is applied.

This is a plain language document, ensuring that it is easy to read and conveys the details of your policy in the clearest possible way.

Please read the documents to make sure that you understand the scope of your cover. Call us on **08 600 70 000** for any queries or to update your information.

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# Your Essential policy

This document together with your schedule, any written correspondence and verbal agreements, form the basis of the contract between you (the policy holder) and us.

It is important that you read and understand these documents and that you make sure that all the information supplied by you, or anyone acting on your behalf, is correct. This contract is based on the information provided during the application process which determines whether we cover you, the premium we charge and the terms and conditions applicable to your cover. If any information has been withheld, is incorrect or misrepresented, this will affect the validity of the agreement and the outcome of any claim.

Before your cover starts, we will agree on the cover, premium, terms and conditions, start and payment dates. Your cover will start on the agreed upon starting date on the condition that the first premium is successfully paid and received.

# Premium payments

Your premiums must be paid by debit order on the agreed payment date and at the start of each period for which you want cover.

# Premium refunds

If the OUTsured asset suffers a total loss and is removed from cover after a claim is settled, there is no pro-rata refund of premium for the month in which the incident occurred.

# Premiums not paid

If the premium is not paid on the payment date, you have a 15 day grace period after which we will automatically deduct the premium from the same account to ensure continuous cover. If the premium is not paid within the grace period, you will have no cover for the period for which you did not pay. If your premiums are paid monthly, the grace period will only apply from the second month of cover.

Should you cancel or stop your debit order, it will be deemed that you have cancelled your cover and you will not enjoy the 15 day grace period. In the event that you reinstate your policy thereafter, your policy will be treated as a new policy and the grace period will only apply from the second month of cover thereafter.

# Policy cancellations

You may cancel your policy at any time and with immediate effect.

In the event we receive a written or verbal instruction from any person other than you to cancel your policy, we will first contact you telephonically to confirm the validity of the instruction before your policy is cancelled. If we are unable to contact you the policy will remain active.

We may cancel your policy by giving you 31 days notice.

Your policy will cancel when your:

- monthly premiums are not paid for two consecutive months, either on the payment dates or within the grace periods in those months
- annual premiums are not paid on the payment date or within the grace period

The policy will end on the final day of the period for which you last paid your premium.



### Premium reviews

Premiums will be reviewed annually on the anniversary date of your policy.

# **Policy changes**

You may make changes to your policy at any time. Any change you make will be effective from the time and date agreed to.

We may change the terms and conditions of your policy by giving you 31 days' notice.

In the event of any legislative changes which have a material impact on your policy or cover, we will make the required changes and notify you by providing reasonable notice.

#### Your OUTbonus

The OUTbonus is a cash refund of your premiums that rewards you for not claiming. The OUTbonus cycle, including payment intervals and the appropriate percentages, is shown on your schedule.

Your OUTbonus will be forfeited following the payment of any claim submitted for any incident, including any liability claim settled or where letters of demand or summonses are referred to us and the incident date falls within the appropriate OUTbonus cycle. Your new cycle will start immediately after the incident date for which the claim was settled.

Your OUTbonus cannot be reinstated even if a successful claims cost recovery is made.

E.g. Following repairs to your vehicle after it is involved in an accident, we attempt to recover the costs involved. We cannot recover the full costs which include the repair costs and the claims processing costs. The OUTbonus can therefore not be reinstated since we paid the claim and only recovered a portion of the costs.

Should you decide to withdraw a claim in order to protect your OUTbonus, your decision will remain final and cannot be altered should any subsequent claim be submitted. No claim will be settled retrospectively once your OUTbonus has been paid.

### **Premium Discounts**

You may at any time provide us with the details of persons you consider will be interested in any of our and/or our related companies' long-term or short-term insurance products. We may then contact these persons and if it results in a policy being entered into between us and that person, we will give you a discount on your premium payment in the succeeding months. The amount of discount that you will be entitled to per successful referral is set out in your referral discount statement available on request.

Please note that this discounted months' premium will not have an effect in the calculation of your OUTbonus and the OUTbonus will be calculated as if the discount did not apply.

E.g. If your premium is R500 and you successfully refer a client to us and we then only collect R300 premium for the next month due to the discount, 10% of the full premium before discount (R500) will still be allocated to the OUTbonus. Therefore, R50 will go toward the OUTbonus, not R30 (10% of the discounted premium of R300).



# Your responsibilities

In order to have cover you need to:

- pay your premiums
- provide us with true and complete information when you apply for cover, submit a claim
  or make changes to your policy. This also applies to you or anyone acting on your behalf or
  in your interest, or any person who is covered by this policy, for example members of your
  household or the driver of a vehicle which is insured by this policy
- inform us immediately of any changes to your circumstances that may influence whether we give you cover, the conditions of cover or the premium we charge

E.g. If you sell your vehicle and buy another one, you need to inform us about the change before you can take delivery of this vehicle so that you can be certain that your vehicle is OUTsured by the time you drive it home.

This includes any changes to any information:

- on your schedule
- about the financial position of any person covered under this policy, specifically relating
  to defaults, civil judgements, sequestrations, administration orders and liquidations of
  companies in which you have an interest
- about convictions or charges for criminal offences against you or any person covered under this policy

### Claims

### Our responsibilities

We have the choice to settle your claim in any of the following ways:

- paying out cash to you
- repairing the damage at a repairer of our choice
- replacing the item at a supplier of our choice
- any combination of the above

Where any item claimed for is financed we will first pay the finance company. Where a claim is settled for lost or damaged items, these items become ours.

If we elect to repair we will only do so up to the maximum OUTsured value noted on your schedule for the specific section you are claiming under.

# Your responsibilities

You have certain responsibilities which are listed below. If you fail to meet these responsibilities, your claim may be rejected.

#### Time periods

You need to:

 report your claim or any incident that may lead to a claim to us as soon as possible, but not later than 30 days, after any incident. This includes incidents for which you do not want to claim but which may result in a claim in the future

E.g. If your vehicle is involved in an accident with another vehicle and there is no apparent damage to either vehicle, we still want to know about this incident so that we can take steps to limit the effects of any claim which may be made by the other person.



 report any lost items, fire, theft, hijack (including attempted theft or hijack) or damage caused intentionally to the police within 24 hours of the incident

### Preventing loss or damage

Take reasonable, necessary steps to prevent or minimise loss, damage, injury or liability. This includes:

- complying with all statutory requirements and manufacturer's recommendations
- maintaining the property/items in a fit and sound condition

### Correct information

You need to give:

- all information and documentation we require within the timeframe we set
- true and complete information to us and the authorities

We act on the information you provide, therefore any information which is misleading, incorrect or false will prejudice the claims process

### Proof of ownership

You need to:

- prove ownership and value of any item that you are claiming for
- make damaged items which you are claiming for available for inspection in order to substantiate the extent and nature of the damage

#### Repairs or replacements

Before doing any repairs or replacements you must get our approval, failing which your claim may be rejected.

### Admitting guilt

Never admit guilt nor offer settlement to any other party involved in an incident in which you are involved. We will not be bound by any admission or offer you make to any person in relation to any incident.

E.g. If you have contents cover and your paraffin heater is knocked over and causes a fire which spreads to your neighbour's house, do not admit guilt or offer to pay any money to your neighbour due to damage caused by the fire.

#### When we need your assistance

You need to comply with our reasonable instructions and requests.

E.g. After paying you for your stolen vehicle, we may need your help in identifying it should the police recover it.

#### First amount not covered

This is the first amount that is deducted from your cash settlement for each and every claim. This amount is noted on your schedule.

E.g. If you have Buildings cover and a storm damages your roof, we will deduct the first amount not covered directly from your settlement amount.



### Insured with more than one insurer (Dual Insurance)

If there are any other insurance policies giving the same cover as in this policy we will pay our pro-rata portion of any claim.

E.g. If you insure an item for R20 000 elsewhere and the same item is OUTsured for R20 000, we will only pay half and the other insurer will pay the other half when you claim.

### We can act on your rights

When we settle your claim, we can act on your rights or obligations against other people to recover costs or to defend any claim they may have against you on the principle of subrogation. If we recover the excess we will refund it to you.

### Disputed claims

In terms of the Policy Holder Protection Rules, if you dispute the outcome of your claim you have 90 days from the day you are first informed of the outcome to notify us about your objection. Immediately following this you have a further six months within which to serve a summons on us. If you do not do so within this period, your right to challenge the decision is forfeited.

### Fraud or dishonesty

We have a responsibility to all our policy holders to ensure that fraudulent claims are eliminated in order to keep premiums as competitive as possible. If your claim is rejected you will need to reimburse us for any expenses we incur relating to the claim.

If you or anyone acting on your behalf or in your interest, or any person who is covered by this policy submits a claim, or any information or documentation relating to any claim that is in any way fraudulent, dishonest or inflated, we will reject that entire claim and cancel your policy retrospectively to the reported incident date or the actual incident date, whichever date is earliest

### Sharing of information

We respect the confidentiality of your information. In order to ensure sound insurance practices and prevent insurance fraud we confirm and disclose information relating to claims, insurance and financial history with other insurers, government bodies and credit bureaus. This is applicable to anyone who is covered under this policy. By entering into this policy, you agree to be bound by our privacy policy which is <u>available on our website</u>. If you are not willing for this information to be confirmed or disclosed or to be bound by our privacy policy we will not be able to provide you with cover. For more information relating to our privacy policy, we request that you visit our website.

### What is not covered under your policy

This policy does not cover any loss, damage, liability or injury directly or indirectly arising from any of the following:

#### War and public disorder

- war or war-like acts
- military uprisings, usurped power, rebellion or revolution
- civil commotion, labour disturbances or public disorder
- any act of terrorism by any person or group, whether acting alone or under instruction



### X Confiscated property

Property that has been legally detained or confiscated.

#### E.g. Property that has been removed or demolished by the authorities.

### \* Hazardous materials and pollution

Legal liability, loss or damage directly or indirectly caused by:

- the hazardous nature of asbestos in whatever form or quantity
- · toxic mould and their mycotoxins
- the inhalation of crystalline silica dust
- lead-related diseases and/or
- pollution, contamination or seepage.

#### × Nuclear

Legal liability, loss or damage directly or indirectly caused by:

- ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel
- nuclear material, nuclear fission or fusion, nuclear radiation
- nuclear explosives or any nuclear weapon and/or
- nuclear waste in whatever form

For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

### 🗴 Programmes and data

Electronic programmes, data or unlicensed software.

### 🗴 Wear-and-tear and breakdown

- any cause that was not sudden and unforeseen
- gradual deterioration, including rising damp, wear-and-tear, rust, mildew or fading
- a rise in the underground water table or pressure caused by it
- defective lubrication or lack of oil or coolant.
- mechanical-, electrical- or electronic breakdown, defect or failure
- damage to consumable parts or parts with a limited lifespan
- damage recoverable under any maintenance or lease agreement
- servicing, maintenance, cleaning, repairing, restoring, dyeing, bleaching or alteration

### Insects and pests

Damage caused by insects or pests.

### \* More specifically covered elsewhere

Where the property or item is more specifically covered elsewhere.

### ✗ Selling your possessions

When selling your possessions, you need to have prior confirmation by your bank that valid and legal payment for the sale has been made and cleared by your bank before giving the property to the other person.

E.g. People sometimes "buy" items using false cheques or counterfeit money or by presenting a false proof of payment. In order to avoid becoming a victim of this kind of theft, you need to make sure that your bank confirms the payment before you give the item to the other person.



#### × Pawned items

Any pawned items, whether you pawned them or you hold them on someone else's behalf.

#### X Consequential loss

Any consequential loss or damage; that is any loss or damage not directly caused by an OUTsured peril. Some consequential losses can be covered and are specifically noted.

E.g. If you drive over a rock in the road and you continue driving despite the vehicle warning lights coming on, the impact damage to the vehicle caused by the rock will be covered but the consequential damage to the engine as a result of continuing to drive is not.

#### X Contracts or agreements

- Breach of contract or agreement
- Liability arising from a contract or agreement, unless you would have had the same liability had you not entered into the contract or agreement

#### Cover given by legislation or other insurance contracts

Liability which is covered by:

- any compulsory motor vehicle insurance act
- the Occupational Health and Safety Act
- the Compensation for Occupational Injury and Diseases Act
- any other insurance or OUTsurance contract

### Illegal activities

The use of OUTsured property in or in connection with the commission of any offence. This includes any incident relating to obtaining, using or soliciting narcotics.

### X Optional cover not automatically included

Where optional cover is available under certain sections it is automatically excluded unless the optional cover was selected and it was included on your schedule.

#### × Plants and animals

Unless otherwise stated elsewhere in this document, damage or injury to plants and animals is not covered.

#### **x** Existing damage

Any existing damage which occurred prior to the incident or prior to when your cover started.

#### X Counterfeit or stolen goods

Loss of or damage to any counterfeit or stolen goods.

#### X Communicable disease

This policy does not cover any loss, damage or liability directly or indirectly caused by, as a result of or contributed to by a communicable disease, or any actions or measures taken or implemented by anyone in response thereto, including but not limited to, any governmental body.

A Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism, including but not limited to any form of Corona viruses or Influenza viruses.



#### X Cyber event

This policy does not cover any losses or damages whatsoever directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a cyber event or cyberattack including, but not limited to:

- loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom
- any legal liability of whatsoever nature
- any consequential loss

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the insured or not.

A cyber event, is defined as any event that adversely affects or has the potential to affect the confidentiality, integrity or availability of information, data and/or systems. A cyber event includes any cyber-attack, which is defined as an attempt by hackers to steal data, damage, block access to or destroy a computer network or system.

#### **x** Electricity grid failure or interruption

This policy does not cover any loss, damage or liability directly or indirectly caused by a total or partial interruption, interference, failure or suspension of the supply of electricity or restoration thereof.

This exclusion does not apply to power surge events resulting from load shedding. Load shedding is defined as scheduled electricity supply interruptions implemented by any party other than the insured, implemented in phases, which does not affect a whole municipality, province or country simultaneously.

#### Veld fires

There is no cover in the event of veld fires and fires spreading from adjacent properties within the first 7 days of cover.

### Flooding

There is no cover for any flooding within the first 7 days of cover.

#### Construction Approved

This policy does not cover legal liability, loss or damage directly or indirectly caused by or contributed to by defects in the design or construction of your property, or where the structure of your property would not have been approved by the relevant local authority at the time of construction.

### \* Magnetic, electric and electromagnetic fields

This policy does not cover legal liability, loss or damage directly or indirectly caused by the exposure to magnetic, electric and/or electromagnetic fields or radiation either directly or indirectly caused and/or generated.



### **SASRIA**

Cover is provided by South African Special Risk Insurance Association (SASRIA) and only applies if it is noted on the schedule. SASRIA is the only non-life insurer that provides cover against risks such as civil commotion, public disorder, strikes, riots and terrorism.

It is a condition of cover that the insured, and anyone covered under the OUTsurance policy, must comply with its terms and conditions in order to be covered by SASRIA. The relevant policy wordings are available on SASRIA's official website (www.sasria.co.za).

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### **Vehicle**

#### What does Vehicle refer to?

Vehicle refers to any South African registered motor vehicle or light delivery vehicle (LDV). Rental vehicles or any vehicles used for emergency services (including traffic control and armed response vehicles), law enforcement, towing and taxi purposes are not covered. The vehicle that you have OUTsured is noted on your schedule.

### Who is the regular driver?

The regular driver is the person who drives the vehicle most often in any monthly period and is noted on your schedule.

E.g. If you are noted as the regular driver of the vehicle but you let your 18 year old son drive your vehicle to university daily without telling us, we will charge a premium based on the profile of an older, more experienced driver rather than on the profile of a younger and less experienced driver. The difference in profile would obviously mean that we would charge more to OUTsure your son as the regular driver. We would therefore be receiving the incorrect premium and it would mean that your vehicle is not covered.

#### Vehicle use

Your vehicle can be OUTsured for either private use or business use.

**Private use** is for private or social purposes, including driving between your home and regular place of work.

**Business use** includes private use with additional cover for instances where the vehicle forms an essential part of the performance of any work or function.

E.g. Typical examples of where you would need to OUTsure your car for business use are:

- external sales, such as representatives and estate agents
- client servicing, such as external consulting and client liaison
- delivering any commodity

The use that you chose is noted on your schedule. In order to have cover, it is vital that you OUTsure your vehicle for the correct use.

E.g. A vehicle that is being used for business purposes has a greater chance of being stolen or involved in an accident as it is usually on the road more often and in a greater variety of areas than a vehicle used for private purposes. Therefore the premium for a vehicle being used for business purposes is higher compared to the same vehicle used for private purposes. It is important that you OUTsure your vehicle correctly otherwise it could affect the outcome of your claim.

# Vehicle security

You may need to fit additional anti-theft devices in your vehicle, the details of which will be confirmed with you. In certain instances, you also have the option to pay an additional premium for theft and hijack cover rather than installing the required devices. The additional premium will be noted in your schedule where you have selected these options.



### In which countries are you covered?

When used for private purposes your cover is valid in South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

If you use your vehicle for business purposes it must be covered for business use. It is only covered for business purposes in South Africa.

### Our responsibilities

#### Selling stolen/recovered vehicles

Following the settlement of a claim for a stolen or hijacked vehicle, we will register the vehicle in our name. If the vehicle is then recovered it becomes our property.

### Assessment of the damage

We will assess any claim for vehicle damage to determine the extent of the damage. Repair costs will be determined by using the cost of second hand or alternate parts.

### Amount payable

We will settle your claim by paying out cash to you.

The maximum we will pay for any claim is the lesser of either:

- the assessed damage amount or
- the maximum amount noted on your schedule

The first amount not covered is noted on your schedule and will be deducted from the amount payable. This amount may be adjusted where betterment is charged, or where the vehicle is dually insured.

If a previously rebuilt (code 3) vehicle is a total loss following a claim due to any insured peril, the claim settlement will be adjusted to 70% of the insured value.

# Your responsibilities

#### Towing, storage and recovery

In the event of an accident or breakdown you will be responsible for arranging and paying all the costs of towing, storage and recovery of the vehicle.

#### Allow for assessment

You need to make your vehicle available for assessment following any incident for which you submit a claim.

#### Vehicle repairs

You are responsible for arranging the repairs to the vehicle once we have settled your claim.

#### Cover options

You can OUTsure your vehicle for any one of the following:

- Essential accident, theft and other party cover
- Essential accident and other party cover



#### Essential accident cover

### ✓ Accident damage

Loss or damage caused:

- in an accident
- by fire, explosion, earthquake, storm, hail, flood, freezing or snow
- by animals (excluding domestic animals)
- There is no cover for veld fires and fires spreading from adjacent properties within the first 7 days of cover.
- \* There is no cover for any flooding within the first 7 days of cover.

### ✓ Fire extinguishing charges

Costs relating to the extinguishing or fighting of fire shall be payable in addition to any other payment for which OUTsurance may be legally liable, provided that the insured is legally liable for such costs and the insured property was in danger of being damaged by the fire.

The maximum OUTsurance will indemnify you for fire extinguishing charges is limited to R 50 000 per insured vehicle with an overall limit of R1 000 000 per incident for all items insured with OUTsurance.

#### **Essential theft cover**

# ▼ Theft or hijack

Loss or damage to the vehicle caused by theft or hijack (including attempted theft or attempted hijack) of the vehicle itself.

# ✓ Loss or damage to vehicle keys

- · Lost or stolen vehicle keys are part of our theft cover
- Lost or stolen vehicle keys will be covered in full subject to the standard vehicle first amount not covered.
- Damage to vehicle keys will not be covered where the damage did not occur as part of a normal covered event

### Essential liability to other people cover

# ✓ Liability to other people

You or any person driving the insured vehicle will be covered for legal liability following a vehicle accident which causes damage to other people's property, provided that any person driving the vehicle:

- Drives with the permission of the insured or the regular driver
- Has not previously been cancelled, refused cover or advised to arrange alternative insurance by any vehicle insurer, and
- Does not enjoy similar liability cover elsewhere
- You are not covered for legal liability following damages to property belonging to members of the driver's household.

The amount noted on your schedule also includes the legal costs which someone else can recover from you and which we agree to in order to settle or defend a claim against you.

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Vehicle

The accident must involve:

- the insured vehicle
- any vehicle being towed by the insured vehicle, or
- a vehicle being driven by you or members of your household or the regular driver, that you
  or they do not own

#### What is not covered?

This policy does not cover any loss, damage, liability or injury directly or indirectly arising from any of the following:

#### ✗ Glass only damage

Loss of or damage to the windscreen, other windows or glass forming part of the vehicle if this is the only damage caused in the incident.

### Sound equipment

Loss of or damage to any sound equipment.

### X Non-factory fitted vehicle accessories

Loss of or damage to any non-factory fitted vehicle accessories.

#### Unroadworthy vehicle

Where the vehicle is involved in an accident and it does not meet the legal requirements for roadworthiness.

### Driving without a valid licence

If you, members of your household, the regular driver, or anyone with your consent or knowledge, or the consent or knowledge of members of your household or the regular driver, drives the vehicle:

- without a valid driver's licence or permit for the specific vehicle type
- with a foreign licence unless the driver has a valid International Driving Permit or a valid driver's licence issued in the driver's country. The licence must be in English (or translated into English by the authorities of that country), with a photo of the driver and it must be for an equivalent vehicle in South Africa. Any person living in South Africa permanently must get a South African licence within five years of becoming a permanent resident. If the foreign licence is a provisional or learner's licence, the person must get a valid South African driver's licence

### X Driving under the influence

If you, members of your household, the regular driver, or anyone with your consent or knowledge, or the consent or knowledge of members of your household or the regular driver, drives the vehicle:

- is under the influence of alcohol or drugs
- has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
- refuses to give either a breath or blood sample
- unlawfully consumes any intoxicating liquor or drug having a narcotic effect after an accident.

### X Unlawfully leaving the scene of an accident

If the vehicle is involved in an accident and you, members of your household, the regular driver, or anyone with your consent or knowledge, who drove the vehicle then leaves the scene of the accident unlawfully.

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#### Racing or using the vehicle to earn an income from it

Where the vehicle is used for:

- racing or competition
- driving instruction, towing and hiring for which the driver or the owner receives payment

### Intentional loss or damage

Loss or damage to your vehicle:

- · caused intentionally by you, members of your household, or
- which occurs with your consent or knowledge, or the consent or knowledge of members of your household or the regular driver

### \* Where your vehicle is used without your consent

Loss of or damage to your vehicle when any members of your household use it without your consent.

### ✗ Modifications to enhance engine performance

Any damage caused directly or indirectly as a result of modifications to the engine to enhance performance.

### Liability for death, bodily injury or emotional shock

Liability for death and bodily injury is covered by the Road Accident Fund inside South Africa. It is advisable to purchase cover for liability of death and bodily injury when travelling outside South Africa. Country specific cover is often compulsory and available when entering countries.

#### Liability for loss of or damage to

- property owned by you or in your control
- property owned by or in the control of any member of your household, the regular driver or any of your employees
- a vehicle being driven by you, the regular driver, any of your employees or members of your household. Loss or damage to these vehicles will only be covered if it is specifically insured for loss or damage with OUTsurance
- a vehicle being towed by the OUTsured vehicle
- property not belonging to you, where a claim for the damage to the vehicle itself would not have been covered

### X Liability where your vehicle claim was rejected

Any incident which causes damage to other people's property and where the claim for loss of or damage to the vehicle itself is not covered.

E.g. If the driver is under the influence of alcohol and causes an accident and we reject the claim for damage to the vehicle, any liability claim for damage to the other person's property will also be rejected.



# **Buildings**

### What does Buildings refer to?

Buildings refers to the immovable structures, this includes the home and the outbuildings whether they are separate from the home or not, at the address noted on your schedule. It also includes all permanent fixtures, fittings and improvements, such as driveways, walls, fences, patios, swimming pools, swimming pool-, borehole- and spa pumps, gate motors, tennis courts, underground pipes and cables. Dams and dam walls, jetties and piers, canal walls, boreholes, loose gravel paths and coverings, bridges, pool cleaning equipment and utilities, such as gas, water and electricity, are excluded.

### The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the first amount not covered and any dual insurance or under-OUTsurance.

You need to OUTsure your building for its replacement value. This is the cost of rebuilding or repairing the building with new materials.

The following associated costs are excluded from the OUTsured value:

- professional and municipal fees
- demolition charges
- debris removal
- making the site safe against further incidents

Should you OUTsure the building for an amount less than its replacement value, we will pay you proportionately.

E.g. If the correct OUTsured value of the building is R200 000 and you OUTsure it for R100 000 you will be compensated for 50% of your loss.

Water heating systems will be covered up to the total replacement value. Water heating systems includes geysers, boilers, heat pumps, solar water heating systems and their panels as well as water heating systems for swimming pools and jacuzzis.

It is your responsibility to update your OUTsured value.

### Maximum number of claims

If you have chosen the optional theft cover then theft cover is limited to a maximum of two claims in a 12 month period at each address noted on your schedule.

### Your responsibilities

In order to have continuous cover and a valid claim, you need to adhere to the following:

### Important changes

Inform us immediately when:

• the building is unoccupied for any period longer than 60 consecutive days

E.g. When lawful occupants still reside in the building but are away from the property for more than 60 consecutive days



• the building is vacant, empty, abandoned or illegally occupied

E.g. When all lawful occupants move out of the building it immediately becomes vacant.

- the building is let or sublet
- you start a business at your home
- alterations, additions or improvements are made to the building

E.g. If your building has an iron roof, we charge a specific premium for that. If you later thatch the roof without telling us, we would be receiving the incorrect premium because thatch has a greater risk of fire damage. Your building will therefore not be covered for fire damage.

### Responsibilities of people living at the premises

Anyone living at the premises must adhere to the terms and conditions of this policy.

#### Repairs

Where we have settled cash, you need to use the cash settlement to do the necessary repairs.

### What is covered under Buildings cover

### ✓ Fire, explosion and earthquake

Loss or damage caused by fire, explosion and earthquake.

✗ There is no cover for veld fires and fires spreading from adjacent properties within the first 7 days of cover.

### ✓ Acts of nature

Loss or damage caused by wind, thunder, lightning, storm, hail, flood or snow.

- \* There is no cover for any flooding within the first 7 days of cover.
- ✓ Bursting of water heating systems and pressurised water pipes

Loss or damage caused to your building by leaking, bursting or overflowing of water heating systems (which include geysers, solar water heating systems and boilers), water supplytanks, cisterns and pressurised water pipes forming a permanent part of the building.

- \* There is no cover for loss or damage caused by the bursting, leaking or overflowing of nonpressurised pipes such as sewerage, wastewater and stormwater pipes.
- ✓ Water heating systems and pressurised water pipes wear-and-tear

Damage caused to your building by leaking, bursting or overflowing of water heating systems, its parts and any concealed pressurised water pipes. This includes damage caused by rust, decay, gradual deterioration, wear-and-tear, cracking and splitting.

The cost of repairing or replacing the water heating system, its parts and any concealed pressurised pipes is covered in full.

\* There is no cover for loss or damage caused by the bursting, leaking or overflowing of nonpressurised pipes such as sewerage, wastewater and stormwater pipes.

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### ✓ Impact

Loss or damage caused by:

- animals (excluding domestic animals)
- vehicles



### ✓ Fire extinguishing charges

Costs relating to the extinguishing or fighting of fire shall be payable in addition to any other payment for which OUTsurance may be legally liable, provided that the insured is legally liable for such costs and the insured property was in danger of being damaged by the fire.

The maximum OUTsurance will indemnify you for fire extinguishing charges is limited to 10% of the buildings sum insured under your policy with an overall limit of R1 000 000 per incident for all items insured with OUTsurance.

### ✓ Where the building is used for business purposes

Loss or damage to the building caused by any of the OUTsured incidents listed under the What is Covered section. Business use is only covered if it is noted on your schedule.

### ✓ Additional security

Following an incident for which you can claim, we will pay for the costs reasonably incurred to appoint a security guard from a security company should it be deemed necessary to protect your property and it is not possible to temporarily secure your property otherwise.

The cover amount is limited to R5 000 per incident.

### ✓ Personal liability

You are covered for the maximum amount noted on your schedule if, as a result of a fire which started at your house, you or any member of your household who live with you are legally responsible for:

- accidental death or bodily injury to people other than members of your household or your domestic employees
- accidental loss of or damage to property belonging to people other than members of your household or your domestic employees

The amount noted on your schedule also includes the legal costs which someone else can recover from you and which we agree to in order to settle or defend a claim against you.

### What is not covered under Liability to other people

### ✗ Liability arising from

- any trade, business or profession
- the ownership, possession or occupation of land, buildings or structures other than the building or structure covered by this policy
- the ownership, possession or use of lifts
- the ownership, possession or use of any vehicle. This would include motorcars, motorcycles, motorised scooters, LDVs, golf carts, aircraft, watercraft, motorised toys, trailers and caravans. This does not include ride-on lawnmowers, motorised wheelchairs and motorised scooters not registered for use on public roads.
- the use of weapons and firearms
- · damages and legal costs awarded against you by a court outside South Africa
- any incident which causes damage to other people's property or injury to them and where the claim for loss of or damage to the building itself would not have been covered

E.g. You cannot claim for damage to your contents which you caused intentionally, which means that if this incident causes injury to a visitor, your liability to this person will not be covered.

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- any incident more specifically covered elsewhere
- the ownership or possession of animals other than cats and dogs



- Liability arising from the ownership or possession of the following dog breeds:
  - Boerboel/South African Mastiff
  - Bullmastiff
  - Bull Terrier
  - Chow Chow
  - Doberman
  - German Shepherd/Alsatian
  - Pitbull
  - Rottweiler
  - Sharpei
  - Staffordshire Bull Terrier
  - Staffordshire Terrier
  - mixed breeds of one/more of the breeds listed above

### What is not covered under Buildings cover

### X Theft, attempted theft, intentional and accidental damage

Loss or damage:

- caused intentionally by you, any members of your household, your tenant or the lawful occupant,
- · which occurs with your knowledge or consent or
- which occurs accidentally

#### Where the original material cannot be matched

Any additional costs resulting from the unavailability of matching materials.

E.g. If we fix your burst pipe and some damaged tiles in your bathroom and you then want to replace undamaged tiles as they no longer match, we will not pay for the replacement of the undamaged tiles.

### ✗ Scorching

Loss or damage caused by scorching.

E.g. There is no cover if damage is caused by a hot iron placed face down on a kitchen cupboard surface or cigarette burns on a carpet.

#### Where any of the following cause or contribute to damage

- volume changes in any clay-based soil or in rock caused by changes in their moisture or water content
- scratching, chipping, cracking, denting, biting, tearing or dirtying
- construction, alteration or repairs, defective workmanship or materials
- a lack of maintenance
- subsidence, heave or landslip
- · power surges and dips
- · demolition by authorities

#### X The following is not covered

- the cost of loss of rent or the cost of an alternative place to stay
- the cost of locks and keys



20 Buildings

### Structures used for business purposes

Any structures used for business purposes unless the business use is specifically noted on your schedule.

### X Vacant, empty, abandoned or illegally occupied buildings

If the building is vacant, empty, abandoned or illegally occupied there is no cover for:

- theft, attempted theft and other intentional acts
- fire and explosion
- accidental damage

E.g. When lawful occupants move out of the building it immediately becomes vacant.

### X Retaining walls

There is no cover for damage to retaining walls unless they are designed and constructed according to structural engineering specifications.

#### **x** Extreme weather conditions

Damage directly or indirectly caused by settlement, shrinkage or expansion of soil due to the change in moisture content caused by extreme weather conditions like drought or wet seasons.

### Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

### ✓ Death of a member of your household

Following a fire at the address noted on your schedule, you are covered up to a maximum amount of R1 500 for the death of any members of your household. This is limited to R1 500 per incident regardless of the number of deaths in the incident.

### √ Theft

Loss or damage caused by theft, attempted theft and other intentional acts. Theft cover will be limited to a maximum amount which is noted on your schedule.

- \* There is no cover for loss or damage caused by theft or attempted theft:
  - from outbuildings unless there are visible signs of forced entry into the building itself
  - while the building is let or sublet unless there are visible signs of forced entry into the building itself
  - where there are people living in the building but it is unoccupied for more than 60 consecutive days

E.g. When lawful occupants still reside in the building but are away from the property for more than 60 consecutive days.

· the building is vacant, empty, abandoned or illegally occupied

E.g. When all lawful occupants move out of the building it immediately becomes vacant.



# ✓ Theft cover for unoccupied buildings

Theft and attempted theft is covered if there are people living in the building but it is unoccupied for more than 60 consecutive days. There must be visible signs of forced or violent entry or exit from the building itself.

\* There is no cover for the theft and attempted theft of fixtures and fittings during alterations and additions at the property unless the building is occupied.



#### **Contents**

#### What does Contents refer to?

Contents refers to all personal possessions inside your private home, this includes your home and any outbuildings at the address noted on your schedule. Outbuildings, whether they are separate from the home or not, include garages, domestic quarters and storerooms. These items must belong to you or to any members of your household who live with you; goods belonging to your tenants are not covered.

- \* The following items are not covered:
  - cellular phones and pagers
  - computers and portable electronic equipment i.e. notebooks, palmtops, printers and computer accessories
  - jewellery, being a piece, pair or set with a value of over R1 500
  - animals
  - goods in the open (E.g. washing on the line or garden furniture)
  - · money, cheques, bonds, promissory notes, coins, stamps or personal documents
  - · locks and keys

### The OUTsured value

The OUTsured values noted on your schedule are the maximum amounts we will pay for any claim, less the first amount not covered and any dual insurance and under-OUTsurance.

You need to OUTsure your contents for its total replacement value. This is the cost of replacing your lost or damaged items with new ones.

Should you OUTsure the Contents for an amount less than its replacement value, we will pay you proportionately.

E.g. If the correct total OUTsured value of the contents at the time of a claim is R50 000 and you OUTsure it for R25 000 you will be compensated for 50% of your loss.

It is your responsibility to update your OUTsured value.

#### Maximum number of claims

If you have chosen the optional theft cover then theft cover is limited to a maximum of two claims in a 12 month period at each address noted on your schedule.

### Your responsibilities

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

#### Important changes

Inform us immediately when:

• you move and your address changes

E.g. If you move from Upington to Johannesburg without telling us, we will continue charging a premium for your contents at your previous address. The notably higher crime rate in Johannesburg would obviously mean that it would cost more to OUTsure your contents. We also need to evaluate the physical security at your new home before giving you cover.



your home is unoccupied for any period longer than 60 consecutive days

E.g. When lawful occupants still reside in the building but are away from the property for more than 60 consecutive days.

- your home is let or sublet
- you start a business at your home

#### Responsibilities of people living at the premises

Ensure that anyone living on the premises complies with the terms and conditions of this policy.

#### Repairs

Where we have settled cash, you need to use the cash settlement to do the necessary repairs.

#### What is covered under Contents cover

✓ Fire, explosion and earthquake

Loss or damage caused by fire, explosion and earthquake.

- \* There is no cover for veld fires and fires spreading from adjacent properties within the first 7 days of cover.
- ✓ Acts of nature

Loss or damage caused by wind, thunder, lightning, storm, hail, flood or snow.

- \* There is no cover for any flooding within the first 7 days of cover.
- ✓ Impact

Loss or damage caused by:

- animals (excluding domestic animals)
- vehicles
- ✓ Bursting of water heating systems and pressurised water pipes

Loss or damage caused to your contents by leaking, bursting or overflowing of water heating systems (which include geysers, solar water heating systems and boilers), water supplytanks, cisterns and pressurised water pipes forming a permanent part of the building.

- ✗ There is no cover for loss or damage caused by the bursting, leaking or overflowing of non-pressurised pipes such as sewerage, wastewater and stormwater pipes.
- ✓ Water heating systems and pressurised water pipes wear-and-tear

Damage caused to your building by leaking, bursting or overflowing of water heating systems, its parts and any concealed pressurised water pipes. This includes damage caused by rust, decay, gradual deterioration, wear-and-tear, cracking and splitting.

The cost of repairing or replacing the water heating system, its parts and any concealed pressurised pipes is covered in full.

- \* There is no cover for loss or damage caused by the bursting, leaking or overflowing of nonpressurised pipes such as sewerage, wastewater and stormwater pipes.
- ✓ Fire extinguishing charges

Costs relating to the extinguishing or fighting of fire shall be payable in addition to any other payment for which OUTsurance may be legally liable, provided that the insured is legally liable for such costs and the insured property was in danger of being damaged by the fire.

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The maximum OUTsurance will indemnify you for fire extinguishing charges is limited to 10% of the contents sum insured under your policy with an overall limit of R1 000 000 per incident for all items insured with OUTsurance.

### ✓ Personal liability

You are covered for the maximum amount noted on your schedule if, as a result of a fire which started at your house, you or any member of your household who live with you are legally responsible for:

- accidental death or bodily injury to people other than members of your household or your domestic employees
- accidental loss of or damage to property belonging to people other than members of your household or your domestic employees

The amount noted on your schedule also includes the legal costs which someone else can recover from you and which we agree to in order to settle or defend a claim against you.

### What is not covered under Liability to other people

### ✗ Liability arising from

- any trade, business or profession
- the ownership, possession or use of lifts
- the ownership or occupation of any land or building
- the ownership, possession or use of any vehicle. This would include motorcars, motorcycles, motorised scooters, LDVs, golf carts, aircraft, watercraft, motorised toys, trailers and caravans. This does not include ride-on lawnmowers, motorised wheelchairs and motorised scooters not registered for use on public roads.
- the use of weapons and firearms
- damage or liability which arose outside South Africa
- liability for damages, compensation, interest, costs, expenses or payments in connection with any demand, claim or proceeding made by or brought outside the jurisdiction of South Africa
- any incident which causes damage to other people's property or injury to them and where the claim for loss of or damage to the item itself is not covered under this policy

E.g. You cannot claim for damage to your contents which you caused intentionally, which means that if this incident causes injury to a visitor, your liability to this person will not be covered.

- any incident more specifically covered elsewhere
- the ownership or possession of animals other than cats and dogs

#### Liability arising from the ownership or possession of the following dog breeds:

- Boerboel/South African Mastiff
- Bullmastiff
- Bull Terrier
- Chow Chow
- Doberman
- German Shepherd/Alsatian
- Pitbull
- Rottweiler
- Sharpei
- Staffordshire Bull Terrier
- Staffordshire Terrier
- mixed breeds of one/more of the breeds listed above



25 Contents

#### What is not covered under Contents cover

### X Theft, attempted theft, intentional and accidental damage

Loss or damage:

- caused intentionally by you, any members of your household, your tenant or the lawful occupant or
- which occurs with your knowledge or consent or
- · which occurs accidentally

### Goods used for business purposes

Loss or damage to goods used for business purposes.

#### × Vehicles

Vehicles (including motorcars, motorcycles, motorised scooters, LDVs, caravans, trailers, aircraft and watercraft), and any vehicle parts and accessories.

### \* Where the original material cannot be matched

Any additional costs resulting from the unavailability of matching materials.

#### \* Scorching

Loss or damage caused by scorching.

E.g. There is no cover if damage is caused by a hot iron placed face down on a table surface or cigarette burns on a loose carpet.

### Sets and pairs

Remaining parts or items that are part of any set or pair.

E.g. If you claim for a stolen item that forms part of a set or pair and which needs to be replaced, we will either replace the individual item or settle the cash equivalent. We won't replace the entire set or pair.

### The following are not covered

- loss of rent or the cost of an alternative place to stay
- demolition by authorities

#### \* Where any of the following cause or contribute to damage

- volume changes in any clay-based soil or in rock caused by changes in their moisture or water content
- scratching, chipping, cracking, denting, biting, tearing or dirtying
- construction, alteration or repairs, defective workmanship or materials
- a lack of maintenance
- subsidence, heave or landslip
- power surges and dips

### X Vacant, empty, abandoned or illegally occupied buildings

If the building is vacant, empty, abandoned or illegally occupied there is no cover for:

- theft, attempted theft and other intentional acts
- fire and explosion
- accidental damage

E.g. When lawful occupants move out of the building it immediately becomes vacant



### \* Retaining walls

There is no cover for damage caused by retaining walls unless they are designed and constructed according to structural engineering specifications.

#### \* Extreme weather conditions

Damage directly or indirectly caused by settlement, shrinkage or expansion of soil due to the change in moisture content caused by extreme weather conditions like drought or wet seasons.

### Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

### ✓ Death of a member of your household

Following a fire at the address noted on your schedule, you are covered up to a maximum amount of R1 500 for the death of any members of your household. This is limited to R1 500 per incident regardless of the number of deaths in the incident.

#### √ Theft

Loss or damage caused by theft, attempted theft and other intentional acts. Theft cover will be limited to a maximum amount which is noted on your schedule.

- \* There is no cover for loss or damage caused by theft or attempted theft:
  - · from outbuildings unless there are visible signs of forced entry into the building itself
  - while the building is let or sublet unless there are visible signs of forced entry into the building itself
  - where there are people living in the building but it is unoccupied for more than 60 consecutive days

E.g. When lawful occupants still reside in the building but are away from the property for more than 60 consecutive days.

· the building is vacant, empty, abandoned or illegally occupied

E.g. When all lawful occupants move out of the building it immediately becomes vacant.

### ✓ Theft cover for unoccupied buildings

Theft and attempted theft is covered if there are people living in the building but it is unoccupied for more than 60 consecutive days. There must be visible signs of forced entry to the building itself.



### **OUT-and-About**

#### What does OUT-and-About refer to?

OUT-and-About refers to personal possessions which are usually taken out of the home and which belong to you or to any members of your household who live with you.

E.g. Clothing, jewellery, photographic equipment and travel luggage can be OUTsured in this section.

#### The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess, any dual insurance and under-OUTsurance.

You need to OUTsure your possessions for the replacement value of each item. This is the cost of replacing your lost or damaged items with new ones. Should you OUTsure any item for an amount less than its replacement value the maximum settlement amount will be the specified value.

Should you OUTsure any item for an amount higher than its replacement value, we will settle your claim according to the actual replacement value of the item, as determined at the time of the claim.

It is your responsibility to update your OUTsured value.

### Specifying Out-and-About items

Possessions OUTsured in this section fall into one of the following categories:

#### Unspecified Out-and-About

As "unspecified" suggests, this section covers a variety of items you wear or carry with you; these may change from day to day and it would be impossible to list them each time you need them covered. These items are therefore automatically covered for the overall maximum value you choose. Within this overall limit there is a maximum value per item, which is noted on your schedule.

### Specified Out-and-About

This refers to any items valued at more than the individual maximum value per item for unspecified Out-and-About cover, with each item being specifically named and the value noted on your schedule.

Any possessions you normally carry with you to work on a daily basis, or which your children take to school, can be covered in this section.

E.g. As a working person you may normally carry a bag or case which contains your purse or wallet, a cell phone, a diary and some personal items. You would OUTsure these in the following way, assuming that the maximum value per item for unspecified Out-and-About cover is R1 500. The items valued at more than R1 500 each must be specified as follows:

- Cell phone R3 000
- Leather bag R1 600

Assuming that all the other items are each valued at less than R1 500, they will be covered as unspecified items up to the overall maximum value you choose. So, if this value is R3 000, two items valued at R1 500 each are covered, or six items valued at R500 each (or any combination of values up to a maximum of the R3 000 OUTsured value).



### Where are you covered?

Out-and-About items are covered anywhere in the world.

#### What is covered under Out-and-About cover

### ✓ Loss of or damage to unspecified and specified items

- Cell phones and electronic items are only covered if they are noted under specified Outand-About on your schedule.
- Unspecified cover will only apply away from the address noted on your schedule.

### ✓ Fire extinguishing charges

Costs relating to the extinguishing or fighting of fire shall be payable in addition to any other payment for which OUTsurance may be legally liable, provided that the insured is legally liable for such costs and the insured property was in danger of being damaged by the fire.

The maximum OUTsurance will indemnify you for fire extinguishing charges is limited to 10% of the total sum insured of the damaged items covered under your OUT-and-About policy with an overall limit of R1 000 000 per incident for all items insured with OUTsurance.

#### What is not covered under Out-and-About cover

### X Loss of or damage to

- washing stolen from the washing line at your home address
- electronic programmes, data or unlicensed software
- money or cheques and other negotiable instruments

### X Loss or damage

- caused intentionally by you or any members of your household
- which occurs with your knowledge or consent

#### Sets and pairs

Remaining parts or items that are part of any set or pair.

E.g. If you claim for a stolen item that forms part of a set or pair and which needs to be replaced, we will either replace the individual item or settle the cash equivalent. We won't replace the entire set or pair.

### x Items inside a vehicle

There is no cover for:

- Theft from an unattended vehicle unless:
  - Entry to such locked vehicle is accompanied by visible signs of forced entry and
  - The property is concealed.

E.g. Items left in the vehicle that are in view of the passers-by are very likely to be stolen.

Property will be considered as concealed if:

- Stored in the cabin of the vehicle in an enclosed storage area such as a cubby-hole or boot with covering
- Stored in the loading area of a light duty vehicle under a lockable cover that is fixed to the vehicle. Property stored under canvas is not covered.

E.g. Items stored under canvas load covers of a LDV are less secure and more likely to be stolen, whereas a sturdier lockable cover offers greater protection.



- Stored in the loading area of a light duty vehicle with a canopy and the canopy's windows
  are covered with tinted smash and grab film.
- There is no cover at all if the following items are left in the loading area, under a canopy with windows:
  - · Jewellery, cell phones or computer, medical, audio/video and photographic equipment
  - Individual items worth more than R100 000.

Theft resulting from remote jamming is not covered.

### \* Racks, carriers and other items on a vehicle

#### Theft of:

- racks or carriers unless it is secured to the vehicle
- items on the rack or carrier unless it is locked and secured to the rack and carrier
- bicycles unless locked and secured to the rack or carrier

### × Veld fires

There is no cover for veld fires and fires spreading from adjacent properties within the first 7 days of cover.

### **x** Flooding

There is no cover for any flooding within the first 7 days of cover.

