

## THE POLICY

This Policy document will set out and explain what your cover is. Please read it carefully because it is a legal agreement and if there is anything that You do not understand please speak to Your broker.

We have tried wherever possible to remove the legalese in order to make this document easier to read and understand. We are also colour coding it so that You can quickly see what is **excluded (red)**.

For each section, We will also give You a layman's overview. This Overview does not form part of the agreement but rather it will be a basic explanation of what each section insures, some of the pitfalls to guard against as well as some risk management suggestions. Think of the Overview as a Guide only.

The agreement which follows the Overview sets out the basis under which We will insure You and will be in **italics** so as not to be confused with the agreement.

It is very important that You abide by terms and conditions of this Policy and that You are aware of the exclusions and exceptions so that You can enjoy the full benefits of the cover at all times.

We may wish to make changes to Your cover however, We will always advise You of any proposed changes well in advance. If We do so then You will need to familiarise Yourself with these changes because they could affect Your benefits or covers.

## HELP STOP FRAUD

We have a zero tolerance to Fraud. It affects You directly by pushing up the claim costs which in turn pushes up the premiums. It destroys the element of good faith which is what insurance is based on. If You know of or suspect anyone is being fraudulent, we sincerely ask that You advise us.

### **Please speak to:**

Our Fraud Squad at 0861 266 562 or [fraud@one.za.com](mailto:fraud@one.za.com)

The South African Insurance Association on 0860 662 837 or [insurance@fraudline.co.za](mailto:insurance@fraudline.co.za)

## YOU CONSENT TO DISCLOSE CERTAIN PRIVATE INFORMATION

Sharing of claims and underwriting information is important to insurers because it means that We are better able to underwrite policies and assess risks. It benefits You by helping prevent fraudulent claims.

This Consent means that You acknowledge that the sharing of insurance information for underwriting and claims purposes (including credit information) between insurers is in the public interest as it enables insurers to underwrite policies and assess risks fairly, and to reduce the incidence of fraudulent claims with a view to limiting premiums.

On Your behalf and on behalf of any person You represent herein, You hereby waive Your right to privacy with regard to underwriting or claims information (including credit information) that You provide or that is provided by another person on Your behalf in respect of any insurance policy or claim made or lodged by You.

You acknowledge that the insurance information provided by You may be stored in the shared database and used as set out above as well as for any decision pertaining to the continuance of Your policy or the meeting of any claim You may submit.

**You agree that We may use the information for insurance related purposes.**

**You consent to such information being disclosed to any other insurance company or its agent.**

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You acknowledge that the information may be verified against or obtained from any legally recognised sources or databases.

## **GENERAL OVERVIEW**

Remember that this Overview does not form part of the legal agreement.

## **WHAT DOES THIS POLICY INSURE?**

You can insure Your assets such as Your home, the contents of Your home (such as furniture, carpets etc), items that You take out of Your home (such as cameras, iPods, golf clubs), cars, caravans, boats. You can also take out Personal Accident cover that will make a payment to You should You become disabled or die. This Policy also covers any legal liability that might arise out of Your ownership or use of Your items.

## **WHO CAN INSURE?**

The items must belong to You or You must at least have a vested financial interest in the item. Remember that You must prove that You insurable interest and the best way to do this is to provide invoices, photographs, manuals and the likes.

## **PAY YOUR PREMIUMS ON TIME**

It is very important that You pay Your premiums on time because no premiums means no insurance. Premiums are collected in advance so the premium that we collect on the 1st of January is to provide cover for the month of January. We will give You 15 days grace within which to make Your payment however, this grace period does not apply to the first month of insurance cover.

## **UNDERINSURANCE**

If You are underinsured, it means You will not get the full payment if You have a claim. Instead You become a co-insurer and so You have to pay Your share of the loss. This is most easily explained by way of an example. If You are underinsured by 25% and You suffer a loss of R100,000 then it means that we will pay You R75,000 being Our insured portion and You will need to “pay” R25,000 which is the amount by which You are underinsured. One of the easiest ways to prevent underinsurance is for You to complete an inventory of all Your assets. Remember that You need to insure Your assets against the new purchase price except for motor cars and motor bikes.

## **HOW DO WE SETTLE A CLAIM?**

Firstly, we need all Your claim documentation so that we can investigate what happened and to determine an appropriate reserve. Then, once we have admitted the claim, We can either repair the item or replace it with a similar item. We can also make a cash payment to You which will be done by an electronic fund transfer (also known as an “eft”). Remember that You are liable for the first amount payable which is also referred to as an excess.

## **INTELLIGENT PANIC**

This is a breakthrough in mobile emergency assistance and is a panic service that incorporates a call centre linked to one’s cell phone panic facility. The user simply presses the chosen panic number saved on their mobile phone and the Intelligent Panic emergency call centre, staffed with experienced Crisis Managers, will phone You back and case manage Your emergency to completion, on a 24/7 basis, using the latest Location Based Services.

### How to activate Intelligent Panic

Intelligent Panic is a facility on Your cell phone which, by holding one pre-selected number for 3 seconds, will send a panic message to the Intelligent Panic call centre. Once activated, a call centre operator calls back immediately and attends to Your particular emergency.

To activate the service, You must save \*120\*880\*725401# and assign it to a speed dial number.”

We suggest you save our call centre number on your phone under **ICE** (in case of emergency) 0861 000 286

After activation, when You send a panic message, a SMS will appear on Your phone reading...”An alert will be sent to Intelligent Panic. An operator will contact you shortly”.

### SASRIA

SASRIA covers damage caused by non-political riots, public disorders, labour disturbances, strikes and lockouts. It is a separate insurance company and the wording of this cover is attached at the end of Our policy wording. The SASRIA wording however, is not colour-coded but is merely in black and white.

## YOUR INSURANCE POLICY

Absa Insurance Risk Management Services Limited agrees to provide cover in terms of this insurance Policy during any period of insurance for which a premium has been paid and accepted. The proposal and representations that You have made are the basis of this insurance contract and form part of this Policy.

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

Throughout this agreement, We are continually going to refer to the following terms:

- 1.1 You/Your/Yours means the policyholder named in the Schedule. Sometimes, the cover is wider in a particular section and if this is the case then We will advise You of the wider cover for that particular section, and “You” will include these extended persons.
- 1.2 We/Us/Our means Absa Insurance Risk Management Services Limited, Registration Number 2000/025898/07, a registered Short-Term Insurer with a FSP License No 10313.
- 1.3 Schedule/Schedule of Insurance means the document that contains all the details applicable to You and Your insurance cover.
- 1.4 Policy includes Your proposal for insurance, the Schedule and all of the terms conditions, exclusions and warranties contained in this document, and any endorsements thereto, which must be read together as one document.
- 1.5 Insured Event means the event for which You are insured.
- 1.6 Subject to a limit any one claim means all the individual losses added up together that can be claimed in one Insured Event
- 1.7 The ONE Assist Help Desk is a Help Desk that is open 24 hours a day, seven days a week and 365 days a year. The telephone number is 0861 000 286. You can also contact them by using Your Intelligent Panic, as long as You have configured it correctly. You will be provided with the procedure when Your policy is activated.

### 2. INTERPRETATION

- 2.1 Any word or expression that is given a specific meaning shall have the same meaning wherever it appears.

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- 2.2 Headings have been inserted to help You find the information that You need and do not affect the interpretation of the Policy.
  - 2.3 The Overview does not form part of the legal contract.

### **3. OBSERVANCE OF POLICY TERMS**

- 3.1 We will only be liable to settle a claim if You observe the policy terms and conditions.
- 3.2 If You fail to comply with any of the terms, conditions and warranties, it may result in the claim being rejected or the Policy being voided.

### **4. DUTY TO PREVENT LOSS**

- 4.1 You must take all reasonable precautions to prevent loss, damage, accidents and the incurring of legal liability.
- 4.2 **We shall not be liable to You for any loss, damage or bodily injury deliberately caused by You or any person acting in collusion with You.**
- 4.3 You must take reasonable steps to prevent further damage or loss following an Insured Event.

### **5. CLAIMS PROCEDURE AND REQUIREMENTS**

- 5.1 If You have a claim or You think that there will be a claim for an Insured Event, You must notify Us as soon as possible but not later than 30 days of the Insured Event coming to Your knowledge. You must also provide Us with the following information:
  - 5.1.1 particulars of any other insurance Policy covering the same event;
  - 5.1.2 details of the Insured Event in writing;
  - 5.1.3 such information and sworn declarations We may require; and/or
  - 5.1.4 any document or details of any communication received in connection with a claim.
- 5.2 Do not accept liability or agree payment with a third party under any circumstances. If You do, We may refuse to indemnify You.
- 5.3 If after payment of a claim in respect of a lost or stolen item and the item or any part thereof is found, You must give Us all the assistance to identify and recover the item We require and We shall reimburse You Your reasonable expenses in assisting Us. If You fail to assist Us then You shall become liable to repay to Us all amounts paid in respect of that claim.
- 5.4 We may take over and conduct the defence or settlement of any claim and have the right to use Your name for this purpose.
- 5.5 You must give Us all the information and assistance that We require should We pursue any claim against a third party who caused You damage or loss.
- 5.6 You must notify Us immediately You become aware of any inquest or impending prosecution that is insured against. Do not instruct Your attorneys because We will use Our own attorneys.
- 5.7 If We deny liability or reject any claim made or void Your Policy or should You dispute the amount of any claim made then You have 90 days from the day You are first informed of the outcome to make representations to Us. Your representations must be submitted in writing to:

#### **The ONE Claims and Legal Division**

Postnet Suite 221, Private Bag 75, Bryanston, 2021  
Tel: 0861 266 562      Email: [claimsappeal@ONE.za.com](mailto:claimsappeal@ONE.za.com)

Alternatively, You may contact:

#### **The Ombudsman for Short Term Insurance**

PO Box 32334, Braamfontein, 2017  
Tel: 011 726 8900      Fax: 011 726 5501      Email: [info@osti.co.za](mailto:info@osti.co.za)

- 5.8 If Your dispute is not resolved to Your satisfaction then You may institute legal proceedings against Us by way of service of a summons. Summons must be served on Us within 270 days of Our original letter of rejection or voidance failing which Your claim against Us will be forfeited and will become time barred.

**6. OTHER INSURANCES**

- 6.1 If the loss, damage or liability is covered by any other insurance, We will not pay more than Our rateable proportion of the claim. This does not apply to Personal Accident cover.
- 6.2 You shall not be indemnified more than once in the event that the cover for the claim is provided by more than one section in this Policy.

**7. JURISDICTION**

This Policy shall be subject only to the laws of South Africa and We shall only abide by the judgements delivered or obtained in the first instance by a court of competent jurisdiction within South Africa.

**8. CANCELLATION AND VARIATION TO COVER**

- 8.1 You may cancel this Policy immediately at any time but it must be given to Us in writing. If You wish to vary the cover of Your Policy then the variation will only be effective once We have agreed to it and advised You in writing.
- 8.2 We may cancel or change Your Policy but We will give You 30 days written notice by fax, post or email to Your last known address.

**9. PREMIUM PAYMENT**

- 9.1 Premiums are payable in advance. There is no grace period for the first month of cover so if We do not receive Your first premium payment for the month of inception for a monthly or a non-monthly Policy then the Policy shall be void from the inception date.

**Monthly Policy Premium Payment**

- 9.2 Your monthly premium must be paid on the due date which is the first day of every month.
- 9.3 If We do not receive Your premium by the first day of the month, We will grant You an additional (does not apply to the first month) within which to make payment.
- 9.4 If You have not made any arrangements to pay Your premium then We will debit Your account on the 15th day being the last day of the grace period.
- 9.5 In the event that the premium is not paid during the 15 day grace period then Your Policy shall be automatically cancelled without further notice to You.
- 9.6 Should You have a claim in the grace period then You shall be covered on condition that You make payment of the outstanding premium to Us within the 15 day grace period failing which You shall not be covered.

**Non-Monthly Premium Payment**

- 9.7 If, according to the Schedule, this Policy is a non-monthly Policy (such as an annual Policy or a quarterly Policy) then:
- 9.7.1 if We have not received Your payment by the due date then You will be afforded a grace period of 15 days within which to make payment of the premium (this does not apply to the first payment for the first period of cover) failing which the cover shall be cancelled which cancellation shall be effective from the due date for making such premium payment.
- 9.7.2 the Policy may be renewed on the renewal date only if You pay Your premium on or before the due date for the payment of the premium.
- 9.7.3 in the event of a total loss You shall not be entitled to a refund.

**10. CHANGE IN RISK**

You must advise Us in writing of any change in Your circumstances before such change occurs to ensure continuous cover. We will then revert and confirm to You in writing whether We have accepted the change in Your circumstances. If the risk has materially changed then We may increase or decrease Your premium or We might put in or remove special terms and conditions. However, if You do not advise Us then We may decline to

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indemnify or compensate You for any loss, damage or liability if the risk is materially increased or in the event of any material misrepresentation or non-disclosure.

**11. FRAUD**

If a claim made under this Policy:

- 11.1 is in any respect fraudulent or fraudulent means are used by You, or on Your behalf, to obtain any benefit under the Policy;
- 11.2 has been inflated or information has been provided in connection with the claim that is not true, the entire claim shall be forfeited and We will not be liable in respect of the claim. You shall furthermore be liable to repay to Us all amounts that We have paid out to You previously in respect the claim.

**12. AUTOMATIC INFLATION INCREASE**

The sums insured under the Buildings, Household Contents and Unspecified All Risks sections may be increased automatically on the anniversary date of this policy by a percentage commensurate with inflation. However, this does not relieve You of Your responsibility to ensure that the sums insured represent the full value of Your property at all times.

**13. GENERAL EXCLUSIONS****13.1 War, Strikes and Riots**

This Policy does not cover and We shall not be liable for loss of or damage to property or bodily injury related to or caused by:

- 13.1.1 civil commotion, labour disturbances, riot, strike or lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
- 13.1.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war; mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege; insurrection, rebellion or revolution;
- 13.1.3 any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- 13.1.4 any act which is calculated or directed to bring about destruction or damage or bodily injury in order to further any political aim, objective or cause, or to bring about any social or economic change or in protest against any State or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof;
- 13.1.5 any attempt to perform any act referred to in exclusions 13.1.3 or 13.1.4 above;
- 13.1.6 the act of any lawfully established authority in controlling, preventing or suppressing or in any other way dealing with any occurrence referred to in exclusions 13.1.1, 13.1.2, 13.1.3, 13.1.4, or 13.1.5 above.

**13.2 War Damages Insurance Compensation Act**

This Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.

**13.3 Terrorism**

This Policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General exclusion 13.(3) an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or

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ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

**13.4 Nuclear**

This Policy does not cover any legal liability, loss, damage, death or injury cost caused by or contributed to by or arising from:

- (i) ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
  - (ii) nuclear material, nuclear fission or fusion, nuclear radiation;
  - (iii) nuclear explosives or any nuclear weapon;
  - (iv) nuclear waste in whatever form;
- regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.

**13.5 Consequential loss**

We shall not be liable for consequential loss or damage except as specifically provided.

**13.6 Asbestos exclusion (applicable to Liability Section)**

This Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

**13.7 Dispossession by authorities**

We shall not be liable for any loss, damage, cost or expense directly or indirectly arising from detention, seizure, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or other officials or authorities.

**13.8 Pollution and contamination exclusion**

This policy does not cover any loss, damage, costs or expense directly or indirectly arising from contamination, pollution, soot, deposition, impairment with dust, chemical precipitation, adulteration, poisoning and impurity.

- (a) This exclusion does not apply if such loss or damage arises as a direct consequence of the perils:

- I. fire, lightning, explosion, impact of aircraft
- II. vehicle impact
- III. accidental escape of water from tank apparatus or pipes
- IV. malicious damage
- V. storm, hail
- VI. flood, inundation
- VII. earthquake
- VIII. landslide, subsidence
- IX. snow pressure, avalanche

**14. INFECTIOUS EPIDEMICS EXCLUSION**

This insurance excludes any loss, damage, cost or expense, directly or indirectly arising out of, contributed to by, or resulting from any infectious epidemic. For the purpose of this clause Infectious Epidemics shall mean the sudden, unexpected, large-scale manifestation of an initially locally contained, infectious disease relating to people which spreads very rapidly and with great virulence.

**15. GRADUAL CAUSES**

We shall not be liable for loss as a result of wear and tear or gradual deterioration.

**16. EXCESSES / FIRST AMOUNT PAYABLE**

You will be responsible for the excess or first amount payable shown in the Schedule for every claim.

**17. INTEREST**

We shall not be liable for any interest on any claim.

**18. NO COMPENSATION**

No cover will be provided under all sections for damage caused by moths or other insects or their larvae, vermin or rodents.