ooba insure

Buildings Protector Insurance Policy

Underwritten by

GUARDRISK
TAILORED RISK SOLUTIONS

Index

Statement by Guardrisk Insurance Company ("the insurer")

Operative Clause

In exchange for receipt of the Premium Payable as described on the Policy Schedule on or before the Premium Due Date as stated in the Policy Schedule, the Insurer agrees to indemnify you against the Insured Events occurring during the Period of Insurance or any renewal period for which the insurer has received and accepted your premium, subject to the terms, conditions, exclusions and exceptions contained in this Policy or in any subsequent endorsement to it.

You agree that the sharing of claims and underwriting information (including credit information) by insurance companies is essential to enable the insurance industry to underwrite policies and assess risks fairly. It is in the public interest to reduce the incidence of fraudulent claims and thereby limit premiums. By consenting to having your personal information processed and shared You consent to such information being disclosed to any other insurance company or its agent and you hereby acknowledge that any information provided by you may be verified against other legitimate sources or databases

The Policy Schedule, this document and any written proposal form and correspondence between you and the Insurer form the Policy of Insurance between you and the Insurer. Please ensure that you are familiar with the contents of all the documents and that all the details on the Policy Schedule are correct in every respect. This Policy Document replaces all previous policy documents.

Definitions

"Accident" means bodily injury caused by an external, violent, unexpected and visible event.

"Average" is a principle that is applied where your Property is insured for less than its current replacement value. In this case, the Insurer will adjust downwards any amount claimed one e.g. if the replacement value of your property is R100,000 and the Insured Value reflected on your Policy Schedule is R75,000 then the Insurer will only consider paying a maximum of 75% of each and every claim.

"First Amount Payable" means the amount to be paid by you or for which you will be responsible in respect of each and every claim you may have.

"CLC" means Customer Loyalty Consultants (PTY) LTD, registration number 2015/055927/07 and an authorised FSP 26908.

"Indemnity" means that the Insurer will place you back in the same financial position you were in immediately before an Insured Event that caused you to submit a claim under this Policy.

"Insurer" "Us" "We" means Guardrisk Insurance Company Limited (Guardrisk). Guardrisk is a licensed non-life insurer in terms of the Insurance Act 18 of 2017 and an authorised Financial Services Provider (75) for the purposes of the Financial Advisory and Intermediary Services Act 37 2002.

"Limit of Liability" means the maximum amount the Insurer will contribute towards any accepted claim you may have in terms of this Policy, subject to the Limits / Sums Insured / Benefits / Compensation stated in the Policy Schedule or in a particular section.

"ooba" means ooba administration Services (PTY) Ltd (1998/0010018/07)

"Period of Insurance" means the period of cover as specified in the Policy Schedule and for which premium has been received by the Insurer.

"Policy Schedule" means the pages which contain your details and particulars and details of your Policy and indicates the sections and sub-sections under which you are insured.

"Sum Insured" means the total current replacement cost of the property insured as described in the Policy Schedule and is subject to Average. The Sum Insured will be adjusted on renewal each year to allow for changes in the value of the property and the cost of rebuilding. The onus however rests on you to ensure that the Sum Insured is adequate to provide for the full replacement cost of the property insured.

"you /your/yours/yourself" refer to the person(s) whose details appear in the Policy Schedule.

House Owners Section

1. Definitions

For this section:

1.1 "**Dwelling**" refers to immovable structures and includes the private residence and its domestic outbuildings including all fixtures, fittings and improvements such as;

1.1.1 water, sewerage, gas, electricity and telephone connections;
1.1.2 paths and driveways constructed of brick, concrete, pavers, asphalt or stone (not gravel);
1.1.3 walls, gates, electric fences and fences (excluding hedges);
1.1.4 swimming pools (not portable pools), including fixed filtration plants, water pumping machinery (not automatic pool cleaners, nets and swimming pool covers);
1.1.5 borehole machinery supplying water for domestic purposes;
1.1.6 tennis courts;
1.1.7 saunas and spa baths;
1.1.8 aerials, antennae and satellite dishes;
1.1.9 solar heating systems;
1.1.10 gate motors;
1.1.11 intercom systems

belonging to you and situated at the risk address on the Policy Schedule of this Section.

2.2 "**Standard Construction**" means the Dwelling is built with walls of brick, stone or concrete and is roofed with slate, tiles, concrete, asbestos or metal.

2. Details of Cover Provided in Terms of House Owners Section

2.1 Claims Settlement

The Insurer will decide whether to settle a claim by repairing or replacing or paying cash, or a combination of the three, at current replacement cost but subject always to the limit of indemnity stated in the Policy Schedule;

2.1.1 If at the time of the loss or damage, the amount which is needed to replace your property with similar new property is more than the amount for which it is insured, you will be considered to be your own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

or

2.1.2 You may choose within 6 (six) months of the date of destruction or damage to reinstate the Dwelling on the same site as near as possible to its condition when new (or another site and in the way you want provided that this does not increase the Insurer's liability) provided:

2.1.2.1 The reinstatement must be started and finished in a reasonable time otherwise the Insurer will settle in terms of 2.1.1
2.1.2.2 The Insurer will not pay more than the cost which would have been payable in terms of 2.1.1 until you have incurred the cost;
2.1.2.3 If at the time of reinstatement, the cost, excluding the cost of demolition and professional fees which would have been incurred in reinstating the Dwelling had it been totally destroyed, is more than the insured amount on the Dwelling at the time of destruction or damage, you will be your own insurer for the difference and will bear a proportional share of the reinstatement.

2.1.3 The Insurer will not be obliged to reinstate or repair the property until you have made arrangements satisfactory to the Insurer, for payment of your ratable proportion of the loss.

2.2 Insured Events

Sudden and immediate loss or destruction by:

2.2.1 Fire, explosion and underground fire;
2.2.2 Natural peril: storm, wind, thunder, lightning, hail, snow and flood **but excluding** destruction or damage:

2.2.2.1 to gates, fences and retaining walls, directly caused by movement of the land supporting the Dwelling even if such movement is directly or indirectly caused by storm or flood. This exclusion will not apply to the removal of land supporting the Dwelling by flowing surface water;
2.2.2.2 as a result of any process necessarily involving the use or application of water, unless by the public authorities in extinguishing a fire;
2.2.2.3 caused by any subsidence or landslip whatsoever, unless the Subsidence & landslip extension is included on the Policy Schedule of this Section

2.2.3 earthquake or mining-related earth tremor;
2.2.4 leaking or bursting of geysers and 1,5m pipes attached thereto. Bursting of water pipes concealed in the wall of the dwelling and resultant damages limited to 2 incidents per 12month period from the date of policy inception;
2.2.5 impact with any of the Dwelling by an animal or vehicle or articles falling from such vehicle or falling trees (except whilst the tree is being felled);
2.2.6 impact by aircraft and other aerial devices or articles dropped therefrom;
2.2.7 break-in or any attempted break-in;
2.2.8 theft or attempted theft of the Dwelling fixtures and fittings in or on the buildings but not for theft while the Dwelling is lent, let or sub-let in whole or in part (other than to paying guests, boarders or lodgers up to three (3) in all), unless it is accompanied by forcible and violent entry into or exit from the building or premises;
2.2.9 theft or attempted theft if the property is unoccupied or vacant, provided there is forcible and violent entry or exit;
2.2.10 malicious acts of persons during or following break-in;
2.2.11 escape of oil from a fixed oil heater or associated equipment; The Insurer will not pay more than the Sum Insured stated on the Policy Schedule of this section and the full replacement value of such building.

2.3 Accidental Breakage of Glass and Sanitary ware

In the event of accidental breakage in the Dwelling of: fixed glass, including fixed mirrors; or fixed sanitary ware other than chipping, scratching or disfiguration; the Insurer may decide to either pay for or may choose to repair or replace it.

2.4 Alteration, Additions and Improvements

The Insurer will increase the Sum Insured with the value of alterations, additions and improvements to the Dwelling (but not appreciation in value in excess of the Sum Insured) up to 15% of the Sum Insured, provided you advise the Insurer within ninety (90) calendar days of completion of such and pay the additional premium that may be required based on such alterations, additions of improvements.

2.5 Alternative Accommodation for Your Pets

Cover is provided for emergency accommodation for your pet(s) if you cannot live in your private home due to an insured event. This cover is limited to the amount shown in the schedule.

2.6 Building Operations/Fixtures and Fittings

The Insurer will compensate you for loss or damage to building materials and fixtures and fittings whilst new erections or structural alterations or additions are being carried out at or on the Dwelling provided that;

2.6.1 the loss or damage suffered is due to an Insured Event listed in Point 2.2 of this section above;
2.6.2 in respect of Insured Event 2.2.2 (storm, wind, hail, snow or flood) the property concerned is designed to exist, without protection, in the open;
2.6.3 Insured Event 2.2.8 (theft or attempted theft of fittings and fixtures) shall apply to building materials and fixtures and fittings.

2.7 Cost of Demolition and Professional Fees

Provided the Insurer has agreed, it will pay the additional actual costs charged for:

2.7.1 demolishing the Dwelling, removing debris of such Dwelling from the site and erecting hoardings required for building operations;

2.7.2 architects' fees, quantity surveyors' fees, consulting engineers' fees and local authorities' scrutiny fees;

2.7.3 in accordance with the requirements of any public authority; in connection with the loss or destruction of or damage to the Dwelling by an Insured Event. Such payment will be limited to a maximum amount of twenty percent (20%) of the Sum Insured of the Dwelling.

2.8 Damage to Garden

The Insurer will pay costs reasonably and necessarily incurred by you for the removal and replacement of trees, shrubs and plants situated at the risk address of the Dwelling following loss or damage due to an Insured Event (excluding climate / weather fluctuations and botanical lifecycle changes and excluding loss or damage caused by or arising from theft or any attempted theft), up to the amount specified in the Policy Schedule.

2.9 Electrical Gate Motors and Garage Door Motors

If electrical gate motors and garage door motors in domestic use are accidentally destroyed or damaged the Insurer will pay for, or may choose to repair or replace it up to an amount not exceeding the amount specified in the Policy Schedule per Insured Event, provided that such destruction or damage is not due to wear and tear as well as power surge, which is excluded from cover.

2.10 Emergency Repairs

If, due to of an Insured Event, immediate repairs need to be undertaken, before the Insurer can authorise such repairs then these may be authorised by you for an amount not exceeding the amount specified in the Policy Schedule.

2.11 Emergency Fire Brigade Expenses

The Insurer will indemnify you for the reasonable costs that the fire brigade charges you for putting out or preventing a fire at your Dwelling. This cover is limited to the amount specified in the Policy Schedule.

2.12 Security Guards

The Insurer will compensate you for the employment of security guards to protect your Dwelling after the occurrence of an Insured Event up to the amount specified in the Policy Schedule.

2.13 Keys, Locks and Remote Control Units

The Insurer will compensate you for the reasonable necessary costs incurred by you to

2.13.1 arrange or install temporary protection of the Dwelling;
2.13.2 replace keys, locks and remote controls of the Dwelling accidentally damaged or lost; up to an amount specified in the Policy Schedule.

2.14 Loss of Rent

The Insurer will compensate you for:

2.14.1 loss of rent;or
2.14.2 rent for which you are liable; or
2.14.3 the cost of other similar accommodation;
where the Dwelling is unfit to live in as a result of an Insured Event, provided that this compensation is limited to:
2.14.4 the period it takes to make the Dwelling fit to live in;
2.14.5 an additional maximum period of sixty (60) consecutive days after the Dwelling is fit to live in to allow you to secure tenancy;
2.14.6 an amount not exceeding twenty percent (20%) of the Sum Insured stated in the Policy Schedule of this section during any twelve (12) month Period of Insurance.

2.15 Loss of Water by Leaking Pipes

2.15.1 Loss of Water by leaking pipes at your private home or on its grounds, if you are responsible for paying these costs: This cover is limited to the amount stated in the schedule and subject to two separate incidents per calendar year. This cover is subject to the following conditions:
2.15.2 If you discover a leak
(either by physical evidence or from an abnormally highwater bill) you must immediately take steps to repair the pipes or the Insurer will not pay for the costs of the loss of water. However, the Insurer does not cover the cost of water lost from any of the following:
1.15.3 Leaking taps, geysers, or toilets.
2.15.4 Swimming pools or leaks in their inlet or outlet pipes.
2.15.5 Leaks that happen during the period that your private home is unoccupied for more \ than 30 consecutive days.

2.16 Public Supply or Mains Connection

If the water, sewerage, gas, electricity and telephone connections of your Dwelling or for which you are legally responsible (between the said Dwelling and the public supply or mains) are accidentally damaged or destroyed, the Insurer may decide to either pay for or may choose to repair them.

2.17 Waterpumping Machinery

If a fixed filtration plant or water pumping machinery (not automatic pool cleaners) in domestic use is destroyed or damaged by an Insured Event the Insurer will either pay for or may choose to repair or replace the destroyed or damaged item up to the amount specified in the Policy Schedule.

2.18 Matching of Building Materials

When the Insurer undertakes to repair your insured property and is unable to find building materials that match exactly, to the existing material, the Insurer will use building materials that are considered the closest possible match to the damaged or lost building materials. The Insurer is only liable to repair the damaged section of your insured property and will not create a uniform effect throughout your private residence.

2.19 IMPORTANT:

First Amount Payable in terms of House Owners Section

You are responsible for the payment of the Excess amount first as stated in the latest Policy Schedule sent to you at your last known address, before the Insurer compensates you, or puts you back in the same position you were in immediately before an Insured Event of each and every claim you may have.

3. Exclusions Applicable to House Owners Section only

The following **are not covered**:

3.1 any claim arising out of any contractual liability unless legal liability would have existed in the absence of such contract or agreement;
3.2 loss of, destruction or damage to any property whatsoever as a result of lack of maintenance of the Dwelling, or any loss or expense whatsoever resulting or arising therefrom;
3.3 loss of or damage to any Dwelling if the construction of the Dwelling is not of Standard Construction unless specified on the Policy Schedule of this section unless you have paid any additional premium required and have met any specific requirements in respect of such Dwellings as specified in the Warranty / Note / Endorsement part of the Policy Schedule of this Section;
3.4 loss or damage caused by the scratching, biting, chewing, tearing or soiling by domestic pets;
3.5 loss of or damage to underground pipes, tennis courts, driveways, patios, steps or swim ming pools, boundary walls, retaining walls, or walls, any part of the dwelling or outbuilding caused by tree roots or weeds;
3.6 loss or damage caused by or attributable to defective design, specification, construction or material;
3.7 loss or damage caused by any gradually operating circumstances;
3.8 loss or damage if the Dwelling fails to conform to the National Building Regulations or similar legislation applying at the time of the Dwelling's original erection/construction;
3.9 loss of or damage to temporary structures such as (but not restricted to) prefabricated garden sheds or tree houses;
3.10 consequential loss or damage except as specifically insured in terms of this Policy.
3.11 any loss of or damage to the Dwelling in the event that it is unoccupied for more than 60 (sixty) consecutive calendar days in any calendar year unless We agree otherwise In writing;
3.12 any loss of or damage to the Dwelling in the event that it is abandoned (vacated or deserted) for a period of 60 days.
3.13 any additional costs resulting from the unavailability of matching materials.
3.14 loss or damage to waste pipes, drain pipes, sewerage pipes and swimming pool pipes, are excluded as well as sewerage tanks unless the damage is caused by any of the insured events in 2.2
3.15 1) due to a rise in the underground water table or pressure caused by it;
3.16 2) water damage caused by negligence of any nature;
3.16 Loss or damage caused by wear and tear, depreciation, electrical or mechanical breakdown, rust, corrosion, mildew, moth, vermin, insects, your own domestic pets, monkeys or any gradually operating cause, process or dyeing, cleaning or renovating the action of light or atmospheric conditions.
3.17 Loss, damage legal liability, cost or expense of whatsoever nature directly or Indirectly caused by, or contributed to by, resulting from, arising out of, in connection with a national (including regional, municipal, local and/or private) interruption, failure or suspension of the electricity grid of South Africa for whatsoever reason, whether due to damage, an inability and/or failure, whether partial or total, of the utility supplier to generate, transmit or distribute electricity, or otherwise.
3.18 Power surge has never been covered and is still excluded from cover.

4. Conditions Applicable to House Owners Section only

4.1 Compliance Certificates

It is a requirement that solar panels and gas installations are installed and serviced by an accredited service provider. You must submit to the Insurer, the Certificate of compliance from the accredited installer at installation stage or at the start or renewal date of your policy. There is no cover provided for any loss or damage caused by solar panels and gas installations if not installed by an accredited service provider.

4.2 Solar and Thatch

4.2.1 Solar panels installed on the building / outbuilding roofed with thatch.
Cover for any loss or damage to the Thatch Roof of Dwelling is excluded where the loss or damage is caused by the Solar Panel that was fitted to the thatch roof.

4.2.1 If your roof structure is not capable of bearing the weight of the solar installation System:
There is no cover for loss or damage to the solar system due to the roof structure not being not capable of bearing the additional weight of the installation.

4.3 Tenants

This insurance will not be invalidated by any act or omission of a tenant of yours without your knowledge, provided you notify Insurer in writing as soon as such act or omission comes to your knowledge.

5. Special Extension: Subsidence and Landslip

5.1 Subsidence and Landslip

This Policy is extended to include loss or damage caused by Subsidence or Landslip but excluding:

5.1.1 loss of or damage to swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, watercourses, boundary walls, garden walls, dam or retaining walls, gates, posts and fences;

5.1.2 loss of or damage to, or aggravated by, solid floor slabs or any other part of the Dwelling resulting from the movement of such slabs, unless the Foundations supporting the external walls of the Dwelling are damaged by the same cause at the same time;

5.1.3 loss or damage caused or aggravated by:

- 5.1.3.1 faulty design or construction of any building insured in terms of this section;
- 5.1.3.2 the removal or weakening of support to any building insured in terms of this section;
- 5.1.3.3 workmen making structural alterations, additions or repairs to any building insured in terms of this Section;
- 5.1.3.4 excavations on or under land, other than excavations in the course of mining operations;
- 5.1.3.5 the compaction of infill or consolidation of the soil;
- 5.1.3.6 settlement, shrinkage or expansion of the Dwelling as a result of active soils (Soil may swell (heave) following rain or flood and may shrink in drought conditions as seen in clay and other similar types of active soils);
- 5.1.3.7 repair or replacement activities unless the work necessary to prevent further subsidence, heave or landslip was completed before subsidence, heave or landslip occurred.

5.1.4 consequential loss of any kind whatsoever except as specifically provided for under Loss of Rent.

5.2 You shall bear the First Amount Payable.

5.3 If, in the Insurer’s opinion, loss or damage is not covered by reason of 5.1 above the burden of proving the contrary shall rest on you.

6. Special Extension: Geyser and Geyser Pipes

Subject to all applicable exclusions, this Policy is extended to include loss of or damage to your geyser(s), geyser parts or any pipes attached thereto (within 1.5 metres of the geyser) caused by rust, decay, gradual deterioration, wear and tear, cracking, splitting, faulty materials and workmanship or latent defects.

This indemnity will include the cost of repairing or replacing the geyser, its parts and any concealed pipes, but excludes:

6.1 damage occurring within the first year of installation, and

6.2 any damage which is covered by any guarantee.

In addition, the Insurer will also indemnify you for the cost of repairing or replacing other fixtures and fittings damaged by the same incident, up to the amount stated in the Policy Schedule.

Alterations to the dwelling following your Disability

1. Insured Events

1.1 Payment of Compensation

The Insurer will pay for the costs of alterations to your private dwelling to facilitate the use of a wheelchair if you become disabled due to bodily injury by violent, external and visible means as a direct result of an accident and due to this disablement, you are permanently confined to a wheelchair.

1.2 Limit of Indemnity

The Insurer shall not be liable for more than fifteen percent (15%) of the Building Sum Insured noted in the Schedule and provided that the Insurers liability shall not exceed the actual amount incurred by you in altering the Dwelling to allow you to continue to occupy the Dwelling.

2. Cover for alterations to the dwelling will not be covered where the disability was caused by

2.1.1 intentional self-injury.
2.1.2 participation in:
- 2.1.2.1 mountaineering where the use of ropes or a guide is necessary;
- 2.1.2.2 big game hunting, polo, steeple chasing, rugby, martial arts, wrestling boxing;
- 2.1.2.3 professional sport of any kind;
- 2.1.2.4 sports of any kind on snow or ice;
- 2.1.2.5 scuba diving or water skiing;
- 2.1.2.6 parachuting, bungi jumping, skydiving, bridge jumping, hang gliding or paragliding;
- 2.1.2.7 speed or endurance tests or racing (other than on foot);
- 2.1.2.8 air travel sustained while travelling in an aircraft:
  - 2.1.2.8.1 not licensed for the carriage of passengers;
  - 2.1.2.8.2 piloted by a person not licensed for the purpose for which it was being used;
  - 2.1.2.8.3 as a member or acting member of the crew or for trade or technical operation connected with the aircraft.

3. The Following are Excluded from Cover under this Benefit

- 3.1.1 members of the armed forces;
- 3.1.2 crewman on ships or offshore drilling rigs;
- 3.1.3 persons involved in underground mining or tunnelling or the manufacture of ammunition or refining of petroleum.

3.2 Disablement originating or enhanced by any illness or disease or infection not directly consequent upon bodily injury by violent, external and visible means as a direct result of an accident, will be excluded under this section.

4. Conditions Applicable to the Alterations of the dwelling following your accidental Disability Section for alterations to the dwelling

4.1 On the happening of any occurrence, you must employ the services of a registered medical practitioner to prove the extent of your disability.
4.2 The Accidental Disability must have occurred in in South Africa.

Property Owner's Liability Section

1. Definition

NOTE: For the Property Owner's Liability Section only:

"You/Your/Yours/Yourself" refers to the person(s) in whose name this Policy is issued AND that person's spouse AND any member of that person's immediate family normally residing with that person and who are financially dependent upon that person.

1. **Costs**
   Means damages you are legally liable to pay.
2. **Defense Costs**
   Means fees, costs, charges and expenses incurred by us, or by you, with our prior written consent, in the investigation, defense, monitoring and settlement of any claim.
3. **Occurrence**
   Means an event or series of events that result in personal injury or property damage, or both. If an event gives rise to more than one claim, then all such claims will be deemed to have arisen from the same occurrence.
4. **Personal Injury**
   Means:
   a) accidental death, bodily injury or illness of any person;
   b) wrongful eviction, wrongful entry or other invasion of privacy.
5. **Property Damage**
   Means accidental physical loss of, or accidental physical damage to or destruction of, tangible property.

2. Insured Events

2.1 Limit of Indemnity

The Insurer will indemnify You for costs that are legally liable for following an occurrence, from an event occurring during the Period of Insurance, and directly related to You as the owner of the Dwelling insured in this Policy;

but excluding:

2.1.1 liability directly or indirectly related to Your business or profession;
2.1.2 any punitive damages;
2.1.3 any fines or penalties;
2.1.4 death or bodily injury to You or a member of Your family or any employee arising out of their employment duties;
2.1.5 loss of or damage to property belonging to You or Your family or Your employee or property in Your custody or control;
2.1.6 liability for any debt;
2.1.7 liability arising out of your ownership of land or buildings other than the Dwelling insured elsewhere in this Policy;
2.1.8 accidental death, bodily injury or illness resulting from the use of motorcycle, quadbike, scooter , Water Craft or Aircraft other than model aircraft, surfboard or paddle ski;
2.1.9 liability accepted by agreement which would not have attached in the absence of the agreement;
2.1.10 arising out of the letting or hiring out of any movable or immovable property or part thereof for a fee, reward or any other consideration;
2.1.11 loss or damage arising out of the reckless disregard by You of the possible consequences of your acts or omissions;
2.1.12 loss or damage to property to the extent that such liability is indemnifiable under any other insurance policy;
2.1.13 liability arising out of any of Your dishonest, fraudulent or malicious act or acts of physical assault or seduction committed by you;
2.1.14 arising out of any activities directly related to any educational activity for and on behalf of any educational concern
2.1.15 arising out of the purchase, sale, barter or exchange of any property movable or immovable or Your failure to comply with any obligations in relation thereto;

2.1.16 any judgement, award, payment or settlement made within a country which operates under the laws of the United States of America or Canada or is subject to any order which is made anywhere in the world to enforce such judgement, award payment or settlement or part thereof unless such would be enforceable in terms of a competent Court in the Republic of South Africa.

2.1.17 the demolition, construction, renovation or addition to the building.

2.2 Indemnity to You

The Insurer will indemnify You for any claim, including all costs and expenses incurred (including legal expenses for which you may be liable), up to the amount specified on the Policy Schedule per accident or series of accidents arising out of one event.

2.3 Security Companies

2.3.1 The Insurer will compensate You for claims arising from the ownership possession or use of any electrified fence;

2.3.2 The Insurer will compensate You for Your legal liability arising out of a Deed of Indemnification or similar undertaking to any entity who has contracted with You to provide You with security services (referred to below as the Deed) provided that:

2.3.2.1 both the Deed and the contract for the provision of such security services are in writing and dated prior to the event or events giving rise to a claim being made against You in terms of the Deed;

2.3.2.2 the event or events giving rise to the claim against You in terms of the Deed occur on or in the immediate vicinity of the Dwelling situated at the address stated on the Policy Schedule.

2.4. Wrongful Arrest

The Insurer will indemnify You for all sums which You are legally liable to pay for compensation or damages in respect of wrongful arrest or alleged wrongful arrest by You of any person other than:

2.4.1 a person under a contract of service or apprenticeship with You; or

2.4.2 a member of Your family or household;

which arises out of your activities as a member of a neighbourhood watch or a block watch group or of a similar voluntary nonprofit organization.

PROVIDED that:

the amount payable for all compensation and damages and all costs and expenses of litigation and all other costs and expenses will not exceed the amount Specified in the Policy Schedule in respect of all death, injury, illness, loss and damage sustained during any twelve (12) month Period of Insurance.

3. Conditions Relating to the Property Owner's Liability Section

3.1 The Insurer may in the case of any occurrence pay to You the maximum indemnity limit (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and the Insurer will thereafter be under no further liability in respect of such occurrence;

3.2 No admission, offer, promise or payment in relation to a claim under this section may be made or given by You or on Your behalf without the written consent of the Insurer. You will take all reasonable steps to ensure that You comply with this condition and cooperate with the Insurer in the defense and settlement of any claim which is indemnifiable by this Section, and in the exercise of any subrogation rights.

General Conditions

IMPORTANT: The following General Conditions apply to the entire Policy. If you fail to comply with any of these conditions, the Insurer has the right to reject any claim and / or cancel this Policy and / or demand repayment of all amounts that may have been paid in respect of any claim.

Any terms of this Policy which may be in conflict with any statute will be amended to conform to such statute.

1. No Insurance will be Provided Under this Policy Unless:

1.1 the Premium has been received by the Insurer on or before the Premium Due Date as per the Policy Schedule (subject to the Period of Grace described in clause 3 below), and
1.2 you have taken all reasonable precautions to avoid any Insured Events, and
1.3 you comply with the Claims Procedure set out in the How to Claim section, and
1.4 you have complied with all the terms and General Conditions and all other requirements of this Policy and all endorsements added to this Policy, and
1.5 you have supplied the Insurer with all documentary, evidentiary or quantifiable proof of your lawful rights to the Insured Property detailed in the Policy Schedule.

2. Premium Payments

2.1 The Insurer may amend the premium payable at renewal of the policy, by adjusting the sum insured for repair/replacement costs and or claims history, risk profile and market conditions. You will be notified at least 31 days before any such change applies.

2.2 If you put a stop payment on your premium this policy will automatically be cancelled from the date that the premium was due to be paid.

2.3 If according to the Policy Schedule this is a monthly policy, this policy is valid for One month. In such a case:

- 2.3.1 The Premium indicated in the Policy Schedule is payable in advance and must be paid on the due date which is the first day of every month.
- 2.3.2 If the Insurer does not receive your first premium (in the first month) the policy will be void from the first inception date and there will be no cover.
- 2.3.3 The policy is automatically renewed for a further month every time you pay your premium on or before the due date. If your premium is not received by the due date, your cover will still remain in force during the period of insurance for which the premium is due. The premium therefore remains payable and at the following month two debit orders will be submitted, which is, in respect of the unpaid Premium and the premium due for the current month.
- 2.3.4 If two debit orders are submitted to your paying agent and only one is paid, the oldest debt will be cleared first.
- 2.3.5 If you have a claim during the period of insurance in respect of which the debit order has been unpaid, you must first settle the outstanding premium before your claim can be processed.
- 2.3.6 The policy will automatically be cancelled when premiums for two consecutive periods of insurance are not paid. No further request will be made for premiums from your paying agent.

2.4 If according to the Policy Schedule this is an annual policy, this policy is valid for one year, in which case:

- 2.4.1 The Premium indicated in the Policy Schedule is payable in advance and must be paid on the Premium Due Date.
- 2.4.2 If the Insurer does not receive your first premium the policy will be void from the first inception date and there will be no cover.
- 2.4.3 If the Insurer does not receive your premium on the due date, you will not have any cover and the policy will lapse at midnight on the last day of the 12 (twelve) month period for which premium was actually received.
- 2.4.4 If there is a Total Loss (see Point 6 below), then any unpaid portion of the annual premium must be paid. Alternatively, the unpaid portion of the premium will be deducted from any amount paid by the Insurer in terms of a claim.

2.5 Should any policy be cancelled by You following the sale of the property, a maximum premium refund of 12 months will be refunded upon receipt of the Attorney letter of transfer.

3. Period of Grace for Premium Payment

You are entitled to a period of 30 (thirty) calendar days from the Premium Due Date in which to pay your premium to the Insurer. Please note that this "Period of Grace" only applies from the second month of this Policy where premiums are paid monthly.

4. Mortgagee

We agree to accept the interests of any mortgagee who has a financial interest in the Dwelling, provided that:

4.1 the interests of the mortgagee shall be before your interests; and
4.2 the interests of the mortgagee shall be limited to the balance on the home loan account effected by you with the mortgagee; and
4.3 the interests of the mortgagee shall not be invalidated by any act or omission by you that the mortgagee was totally unaware of, but the Insurer has the right to recover from you any settlement made to the mortgagee consequent upon you failing to comply with the terms and conditions of this Policy.

5. Claims Settlement

5.1 The Insurer may, at its option repair, replace, reinstate or pay in cash the Settlement of any claim that it agrees to settle or use any combination of these methods. If the Insured Property is improved by the settlement of any claim, you will be required to pay the value of any improvement to the contractor (i.e. the difference between the reinstatement or replacement cost and the actual cost). Please note that depreciation is not taken into account in establishing whether or not the property has been improved – the settlement is based on the new replacement or reconstruction cost of the Dwelling.
5.2 You will be required to sign a release in favour of the Insurer before the Insurer will settle any claim.

6. Total Loss Settlements

If, in the opinion of the Insurer, the cost of settlement of any claim for loss or damage to the Insured Property is more than or equivalent to the insured value or retail value, the Insurer may declare that the Insured Property is uneconomical to repair and regard the Insured Property as a Total Loss.

7. Salvage

In the event that the Insured Property is declared a Total Loss, the Insurer will be entitled to dispose of the damaged Insured Property in any manner it considers reasonable and the Insurer will retain the proceeds of such disposal.

8. Repairer and or Supplier of Choice

The Insurer retains the right to require that any repair or replacement of the Insured Property be carried out, at or by a repairer or supplier of the Insurer's choice. If you ask to select a repairer or replacement or supplier of your choice then this will not be unreasonably denied, but the Insurer will then not be responsible for any amount in excess of the amount quoted by the repairer, replacement or supplier selected by the Insurer.

9. Guarantee, Warranty or Manufacturer's Undertaking

The Insurer will not be liable for any loss of any form of guarantee, warranty or manufacturer's undertaking as a result of any claim accepted by this Policy. However, the Insurer undertakes to do everything in its power to make sure that any claim settlement meets the terms of any guarantee, warranty or manufacturer's undertaking.

10. Prescription / Time Bar Period

In the event of your claim being rejected and a claim rejection letter being sent to you, you have a period of 90 days in which to make a representation directly to the Insurer. Should you make a representation within the 90day period, the Insurer has within 45 days of receiving the representation, to notify you of their final decision after reviewing the representation. Should you be dissatisfied with the Insurer's decision, you have a period of 6 months in which to institute legal action. You may lodge a complaint on the details below

The Manager: Buildings Insurance Claims Division
P.O Box 1535
Cape Town, 8000
Tel: 021 481 7300 or 0860 00 66 22
Email: claims@ooba.co.za the above process is not followed,
your claim will be unenforceable, and the Insurer will no longer be liable for the claim.

Cooling Off Rights

If any of the information reflected above and below was given to You orally, this disclosure notice serves to provide You with the information in writing. Should You not be satisfied with the Policy, You are entitled to a period up to 14 days from the date of receipt of the Policy within which You may cancel Your Policy in writing at no cost, provided no Claim has arisen or any benefit paid. Cover will cease upon cancellation of the Policy

11. Accuracy of Material Information

This Policy or any part of it can be declared void by the Insurer if any details which affect the decision to provide cover in terms of this Policy or if any information that would affect the decision to provide you with the cover in terms of this Policy is withheld from the Insurer at any time. If you fail to advise the Insurer of any change of such details, then the Insurer has the right to cancel this Policy from the time that the change occurred. The insurer relies on the information disclosed prior to the policy incepting, and any changes to such information, the Insurer must be informed accordingly within 30 days.

12. Fraud

Any fraudulent claim under this policy (meaning, the unlawful and intentional act by you or Anyone acting on your behalf through the making of a misrepresentation which causes actual or prejudice in order to obtain any benefit under this Policy) will lead to the rejection of your claim. And all benefits, under this Policy shall be forfeited. The Policy shall be void or cancelled, at the Option of the Insurer.

13. Due Care of the Insured Property

You must take due care of the Insured Property and take every precaution to prevent any loss or damage. If you intentionally fail to take due care of the Insured Property, the Insurer has the option to cancel this Policy and reject any claim you may have in terms of this Policy.

14. Jurisdiction

This Policy is subject to South African law and to the jurisdiction of a South African Court of Law.

15. Cancellation

15.1 The Insurer may cancel this Policy by giving you 31 (thirty-one) calendar days notice addressed to your last known postal address as per the Insurer's records.
15.2 You may cancel this Policy at any time by giving us written notice by post, email or contacting us telephonically

16. Change of Details

Please read the contents of your Policy and Policy Schedule and advise the Insurer, in writing if any details are incorrect or of any information that could affect the insurances provided.

17. Change of Risk

- You must inform us immediately if any change in circumstances that would affect the possibility of loss, damage, injury or liability. Any structural additions or alterations to the building.
- If there is any Thatch/Lapa on the property which is not mentioned on the Policy Schedule.
- If any Thatch/Lapa does not have a certificate that it has been treated with an SABS Fire retardant.
- If there is no SABS Lightning Conductor or if there is no SABS approved Fire Extinguisher and in working condition.
- If the Building has a wooden structure on it or the structure is made of wood, this needs to be brought to our immediate attention.
- If there are no Tenants in the property, notify us immediately. If the property is unoccupied, please ensure that you have notified us in writing and have also received communication back that we have agreed to this.

18. Amendments or Endorsements

The Insurer may amend or endorse this Policy at any time by giving you 31 (thirty-one) calendar days written notice to your last known email address as per the Insurer's records.

19. Territorial Area

Unless otherwise stated, the insurance provided by this Policy shall only apply to Insured Property within the territorial areas of the Republic of South Africa and no other areas.

20. Other Person's Rights

No person other than you has any rights against the Insurer in terms of this Policy. All claims in terms of this Policy shall be made by you or in the event of your incapacity your legally authorised representative. Your rights may not be signed over to any person (whether natural or juristic) without the prior written agreement of the Insurer.

21. Interest on Damages

No interest will be payable on any amount due by the Insurer in terms of this Policy.

22. Breach of Conditions

If you breach or fail to comply with any of the terms and conditions of this Policy, the Insurer has the right to cancel this Policy and demand repayment from you of any amounts paid in respect of any claim you have submitted.

23. How to Claim

Letting Your Insurer Know About a Claim:

Lodging a claim is an easy and hassle-free process. One call to the claims administration department at 0861 007 200 will put you in touch with specialized claims staff that will provide you with all the advice and claims assistance you need. EMail claims@ooba.co.za

Remember When You Call You Will Need:

– Your policy number; and
– Your Identity Document Number.

24. Claims Procedure

Please note that Guardrisk Insurance Company Ltd. will appoint a Claims Administrator to administer the claims occurring under this policy. Any claim reported after 30 days of the event may be declined due to late notification. On the happening of an Insured Event, which could or may result in a claim in terms of this Policy:

1.1 Do not under any circumstances admit responsibility, make any statement that could be considered as admitting responsibility, make any offer, promise or indication that you wish to negotiate settlement of anyone's possible claim against you;

1.2 Notify the claims administrator as soon as possible by telephone, ideally within a period of 72 (seventy-two) hours of the event occurring on phone number 0861 007 200;

1.3 Notify the SAPS (South African Police Services), or the equivalent Police Service, of any Insured Event in terms of section 2.2.7, 2.2.8, 2.2.9, 2.2.10 or 2.2.11 of the House Owners section within 48 (forty-eight) hours of the event and obtain a full copy of your report reflecting the Case Number;

1.4 Deliver to the claims administrator full written details of the event within 30 (thirty)\ calendar days of the event supplying all documents required, including where applicable the copy of your report to the SAPS, or equivalent Police Service in terms of 1.3 above. Documentation should be sent to: the relevant Claims Administrator

1.5 As soon as reasonably possible supply the claims administrator, using the contact details stated under "Claims Procedure" above, with, electronic mail documents signed for, by an authorised representative, all documentation, or correspondence you may receive from anyone (other than ooba) in connection with the Insured Event (The Insurer is entitled to request original documents;)

1.6 Do not under any circumstances employ any legal adviser to take or defend any action or proceed with the recovery of any First Amount Payable the Insurer may impose on you. This may prejudice the rights of the Insurer;

1.7 Advise the claims administrator of the existence of any other insurance policy that insures the Insured Property against the same Insured Event, in which case the Insurer will only be responsible for its rateable proportion of any claim;

1.8 Do not authorise any repairs or replacement of damaged Insured Property prior to receiving written authorisation from the claims administrator on behalf of the Insurer, subject to the Emergency Repairs Clause 2.9 of the House Owner's Section;

1.9 Provide the claims administrator with all information, proof, affidavits and cooperation the claims administrator may require to enable the efficient processing of your claim;

1.10 Remember that you will be responsible for any First Amount Payable the Insurer may impose on you;

1.11 Assist the Insurer at all times in recovering the Insured Property or claiming from any other person who may have been responsible for loss or damage to the Insured Property and please allow the Insurer to use your name to institute any recovery whether the Insurer's actions are in terms of legal process or not.

Note: If you fail to comply with anything mentioned above the Insurer has the right to reject your claim in terms of this Policy and to demand immediate reimbursement of any expenses incurred in respect of your claim.

25. POLICY AMENDMENTS

1. This policy, any section thereof, any term, condition, exception, extension or clause may be amended, varied, or endorsed by the Insurer by giving 31 days' notice in writing (or such other period as may be mutually agreed upon) to the Insured or the Insured's appointed intermediary by post, fax or email to the last known contact details of the Insured or its appointed intermediary that the Insurer has on record.
   Any such amendment to variation shall be evidenced by the Insurer issuing a written endorsement to the Policy and shall apply from the date as advised in the notice given to the Insured.

2. The Insured may request amendments to the Policy at any time by directing these requests to their appointed intermediary or Insurer by way of post, fax, or email. Any such amendments shall be evidenced by the Insurer by issuing an updated Policy Schedule to the Insured or the Insured's intermediary by post, fax, or email detailing the amendments as requested by the Insured.

26. Processing of Personal Information in Terms of the Protection of Information Act 4 of. 2013

Your privacy is of utmost importance to the Insurer. We will take the necessary measures to ensure that any and all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided by you or which is collected from you, is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner. You hereby agree to provide honest, accurate, and up to date Personal Information and maintain and update such information when necessary.

You accept that your Personal Information collected by the Insurer may be used for the following reasons:

1. to establish and verify your identity in terms of the Applicable Laws;
2. to enable the Administrator/Insurer to fulfil its obligations in terms of this Policy;
3. to enable the Administrator/Insurer to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and
4. reporting to the relevant Regulatory Authority/Body in terms of the Applicable Laws.

You acknowledge that any Personal Information supplied to the Insurer in terms of this Policy is provided according to the Applicable Laws. Unless consented to by yourself, the Insurer will not sell, exchange, transfer, rent, or otherwise make available your Personal Information (such as your name, address, email address, telephone or fax number) to any other parties, and you indemnify the Insurer from any claims resulting from disclosures made with your consent.

You understand that if the Insurer has utilized your Personal Information contrary to the Applicable Laws, you have the right to lodge a complaint with Guardrisk within 10 (ten) days. Should Guardrisk not resolve the complaint to your satisfaction, you have the right to escalate the complaint to the Information Regulator.

General Exclusions

PLEASE NOTE: The following General Exclusions apply to the entire policy.

1. War, Riot and Terrorism

(A) This policy does not cover loss of or damage to property related to or caused by:

(i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing.

(ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;

(iii) 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;

(v) any act (whether on behalf of any organization, 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;

(vi) any act which is calculated or directed to bring about loss or damage 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;

(vii) any attempt to perform any act referred to in clause (iv) or (v) above;

(viii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause A (i), (ii), (iii), (iv), (v), (vi) or (vii) above.

If the company alleges that, by reason of clause A(i), (ii), (iii), (iv), (v), (vi), (vii) or (viii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

(B) 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 l976) or any similar Act operative in any of the territories to which this policy applies.

(C) Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a General Exception, 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 Exception 1(C) 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 organization or government or any other person or body of persons, committed for political, religious, personal or 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.

If the company alleges that, by reason of clause 1(C) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

SASRIA/NASRIA Exclusion

i. Territories where South African Special Risks Insurance Association and/or National Special Risks Insurance Association covers apply: Material Damage and Consequential Loss directly or indirectly related to or caused by any of the perils which fall within the scope of cover granted by the South African Special Risks Insurance Association and/or the National Special Risks Insurance Association.

ii. Territories where South African Special Risks Insurance Association and/or National Special Risks Insurance Association covers do not apply:

A. Material Damage and Consequential Loss arising in respect of:

a) any act, (whether on behalf of any organization. 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.

b) any act which is calculated or directed to bring about loss or damage 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.

c) any attempt to perform any act referred to in clause a) or b) above.

B. Notwithstanding any provision of this Agreement including any exclusion, exception or extension or other provision not included herein. This Agreement does not cover loss 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 clause 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 or in connection with any organization or Government or any other person or body of persons. Committed for political/religious. Personal or ideological reasons or purposes including any act committed with the intention to influence any Government or for the purposes of inspiring fear in the public or any section thereof.

If the Reinsurer alleges that; by reason of clause (A) or (B) of this exclusion. Loss or damage is not covered by this Agreement. The burden of proving the contrary shall rest on the Reinsured.

Nuclear Exclusion Clause

Unless specifically agreed in respect of an insured loss involving Nuclear Material under determined circumstances, this Contract does not cover legal liability, loss (including consequential loss) or damage, cost or expense caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material, nuclear fission, nuclear fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.

For the sake of clarity, the above exclusion does not cover legal liability, loss (including consequential loss) or damage, cost or expense caused directly or indirectly by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Definitions:

1. "Nuclear material" as defined in NMA 1975 (A).
2. "Nuclear fission" means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.
3. "Nuclear fusion" means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.
4. "Nuclear radiation" means the absorption of the electromagnetic radiation by nucleus having a magnetic moment when in an external magnetic field.
5. "Nuclear waste" means radioactive products or waste as defined in NMA 1975 (A).
6. "Nuclear fuels" means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.
7. "Nuclear explosives" means an explosive involving the release of energy nuclear fission or fusion or both.
8. "Nuclear weapon" means a nuclear device designed, used or capable of being used for the inflicting of bodily harm or property damage.

Computer Losses

General Exception applicable to all sections of this policy insuring damage to property or the consequences of damage to property or any liability. Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a General Exception, this policy does not cover:

a) loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising there from;

b) any legal liability of whatsoever nature;

c) any consequential loss directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all.

(i) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognize, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date; or

(ii) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date; or

(iii) to capture, save, retain or to process any information or code due to programmed errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmed; or

(iv) to capture, save, retain or to process any data as a result of the action of

any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programmed or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or noncomputer 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.

Special Extension to General Exception 3

This exception does not apply to:

(A) Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to below or indemnified by the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor section is not excluded by this General Exception. The special perils that are not excluded for the purpose of this special extension are damage caused by:

1. storm, wind, water, hail or snow excluding damage to property

    a) arising from its undergoing any process necessarily involving the use or application of water;

    b) caused by tidal wave originating from earthquake;

    c) in the underground workings of any mine;

    d) in the open (other than buildings structures and plant designed to exist or operate in the open);

    e) in any structure not completely roofed;

    f) being retaining walls;

Unless so described and specifically insured as a separate item.) – Applicable to d), e) and f) above.

2. aircraft and other aerial devices or articles dropped there from;
   impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

(B) These special perils do not cover wear and tear or gradual deterioration.
General Exception 3 also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in Special extension A above.

(C) This Special extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Losses General Exception and this Special extension.

(D) This Special extension shall not apply to any Public Liability indemnity.

4. Asbestos (applicable to Public Liability Section, Employers Liability Section and Subsection D (Liability) of Buildings Combined Section.

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception, this policy does not cover legal liability, loss, damage, costs and expenses 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.

5. Detention, Confiscation and Forfeiture

This policy does not cover any loss, damage, costs or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, SA Police Services, crime prevention units or other officials or authorities.

Sexual Abuse, Assault, Harassment, or Molestation

The Insurer does not cover you for loss, damage or liability claims arising out of sexual abuse, assault, harassment or molestation including unwelcome sexual advances requests for sexual favours and any unwelcome verbal visual or physical contact of a sexual nature.

Electricity Grid Interruption Exclusion

Notwithstanding any Provision of this Policy, including any Exclusion, Exception, Extension, Insuring Provision, or any Provision which would otherwise override this General Exception, this Policy does not cover any loss, damage, claim, liability, cost, exposure, expense or other sum of any nature, including any consequential losses in terms of any section of this Policy, that is directly or indirectly, regardless of any other cause or event contributing concurrently or in any other sequence, caused by, attributable to, in consequence of, related to, resulting from, arising out of, following, or in any way in connection with the following:

A) Electricity Grid Interruption (as defined below); and/or

B) the restoration or reconnection of the supply of electricity following Electricity Grid Interruption.

This exclusion also applies to consequential losses in respect of any utilities that are affected by Electricity Grid Interruption including, but not limited to, the disruption of water, telecommunications and sewage systems. It also applies to other consequential losses, such as the deterioration of stock, food or other items.

Definition : Electricity Grid Interruption

Electricity Grid Interruption means any interruption or suspension of electricity supply that affects at least an entire municipal, metropolitan, provincial or national geographical area as constituted or recognised under applicable law commencing at substantially the same time and continuing for any period; from any electrical Power supply network to any end user, in any manner, from whatsoever source, and for whatsoever reason, whether due to any degree or extent of damage, an inability, and/or failure of any electrical power supplier to generate, transmit or distribute electricity, or otherwise.

Cyber Losses

We do not cover loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a cyber incident.

A cyber incident includes:

- any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a computer system; a computer system includes computer, hardware, software, communications system, electronic devices including smart phone, laptop, tablet, wearable portable device, server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, net working equipment or back up facility.

- any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data. Data includes data, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

We also do not cover:

- Any value of the data; and laptops, tablets and portable devices.
- Any action taken in controlling, preventing, suppressing, or remediating any cyber act.

SASRIA Limited

Reg. No. 1979/000287/06

Coupon Policy for Special Risks Insurance

The Policy

In consideration of the prior payment of the premium stated in the Policy Schedule and the receipt thereof by or on behalf of SASRIA Limited (hereinafter called SASRIA) and subject to the insurers policy being current and valid at the effective date as stated in the Policy Schedule, SASRIA will by payment or at its option by reinstatement or repair indemnify the insured during the Period of Insurance up to an amount not exceeding the total insured amount for each item and not exceeding in the aggregate during the said Period of Insurance, the total insured value, or the aggregate limits of liability as stated in the proviso hereunder, whichever is the less against loss of or damage to the in the aggregate during the said Period of Insurance, the total insured value, or the aggregate limits of liability as stated in the proviso hereunder, whichever is the less against loss of or damage to the property insured directly related to or caused by:

(i) 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;

(ii) any act with is calculated or directed to bring about loss or damage 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;

(iii) any riot, strike or public disorder, or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;

(iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;

(v) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

Note:

In this Coupon Policy, the term “Public Disorder” shall be deemed to include civil commotion, labour disturbances or lockouts.

PROVIDED that:

Notwithstanding anything to the contrary, where One insured is insured by one or more current and valid insurance (other than Contract Works and / or Construction Plant and / or Motor) issued by or on behalf of SASRIA, the aggregate liability of SASRIA under all such insurances shall be limited to the sum of R500 million (five hundred million Rand), during a calendar year where the property insured is in the Republic of South Africa.

For this Purpose ONE INSURED Shall Mean:

Any Single One Insured, or a Holding company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973). In the case of One Insured’s other than companies, SASRIA reserves the right to determine who the One Insured is for this purpose.

PROVIDED FURTHER that this Insurance Does Not Cover:

(a) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenantable;
(b) loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;
(c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.

Special Conditions

1. It is a condition precedent to any liability that at the time of the happening of any occurrence giving rise to a loss under this Coupon Policy there shall be in force the Nominated Insurer's Policy covering the interest of the insured in all the property insured by this Coupon Policy against loss or damage by fire.

2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Nominated Insurer's Policy, other than:

   (a) Exception A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi); and

   (b) the Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a)above;

   (c) any Excess, deductible or similar payment to be met by the Insured under the Nominated Insurer's Policy; shall be deemed to be incorporated in this Coupon Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the insured accordingly.

Memorandum

The reference to Exceptions A(i), A(iii)(b), A(v), A(vi) and A(vii) and to the Burden of Proof Clause in Exception A is a reference to those Exceptions as they appear in the Standard S.A.I.A. Exceptions which the Nominated Insurer is obliged to incorporate in his Policy. Should the numbering in the Nominated Insurer's Policy not correspond with the numbering of the Standard S.A.I.A. Exceptions the above references shall apply to the corresponding Exceptions in the Nominated Insurer's Policy mutatis mutandis.

1. If the property covered under the attached Policy Schedule shall at the commencement of any destruction of or damage to such property by any peril insured hereby be collectively of greater value than the total insured amount stated herein, then the insured shall be considered as his own insurer for the difference and shall bear a ratable share of the loss accordingly. Every item, if more than one, shall be separately subject to this consideration.
2. Any adjustment of Premium Clause or condition in the Nominated Insurer's Policy shall not be applicable to this Coupon Policy.
3. No alteration of this Coupon Policy is valid unless signed by a Director of SASRIA.
4. Any Reinstatement Value Conditions in the Nominated Insurer's Policy shall be applicable to this Coupon Policy except insofar as it relates to Motor Vehicles.
5. The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.

Nuclear / Chemical / Biological Terrorism Exclusion

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by any act of terrorism involving the use or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ethnic purposes or reasons including the intention to influence any government and / or to put the public, or any Section of the public in fear.

If the insurers allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary rests with the Insured.

Disclosure Notice
Financial Advisory and Intermediary Services Act and (FAIS) General Code of Conduct 2003

Important Information

Guardrisk Insurance Company Limited hereby confirms that this Policy has been registered with SASRIA Limited and that SASRIA insurance is automatically included wherever possible. Refer to your policy schedule for SASRIA details and/or SASRIA statutory disclose notice

1. You must be informed of any material changes to the details of the Intermediary and / or the Insurer.
2. The Insurer may not cancel this policy merely by informing your Intermediary. There is a statutory obligation to make sure the notice has been given to you.
3. You are entitled to a copy of this Policy. If you did not receive a copy of this Policy within thirty (31) days of your first Premium payment, or if you feel that this Policy does not meet statutory requirements, please write to CLC :
4. You must monitor cover to ensure that the cover remains adequate.

Waiver of Rights

No insurer and/or intermediary may request or induce in any manner a client to waiver any right or benefit conferred on the client by/or in terms of any provisions of the said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

The Compliance Officer - Guardrisk Insurance Company Limited
Registration Number: 1992/001639/06
Email: info@guardrisk.co.za
The Marc, Tower 2, 129 Rivonia Road, Sandton, 2196
FAIS Registration Number: 75
VAT: 4250138072
Tel: 011 669 1000
Compliance Details
Email: compliance@guardrisk.co.za
Complaints Details
Telephone:0860 333 361
Email: complaints@guardrisk.co.za
Website: www.guardrisk.co.za

Details of Intermediary:
The intermediary is responsible to disclosure statutory information to you regarding this policy. Refer to separate stat notice that is attached to your policy schedule.

DETAILS OF BINDER HOLDER
Company: Ooba Administration Services (PTY) LTD
Physical address: 8th floor, Ooba House, 33 Bree Street, Cape Town
Contact details Tel : 021 481 7300
Email: policy@ooba.co.za
Website: www.ooba.co.za
Registration No: 2006/009204/07
VAT number
Authorised Financial Services Provider: 46293
(Category 1 short term personal lines and personal lines A1)
PI Cover: in place
Conflict of interest policy: in place
Compliance Officer: Ms. K Kagoro 021 481 7300

Legal Status:
The intermediary does not hold more than 10% shares in the insurer and during the preceding 12 months the intermediary did not receive more than 30% of its income from the insurer. Ooba receives a monthly binder fee from the insurer of 5% for performing binder functions in terms of a binder agreement.

DETAILS OF BINDER HOLDER - INTERMEDIARY
Company : Customer Loyalty Consultants (PTY) LTD
Physical address : Building 23, Cambridge Office Park, 5 Bauhina Street, Highveld Park, Centurion
Contact details : Tel 012 880 1150
E-mail: info@clc..co.za
Website: www.clc.co.za
Registration No. : 2015/055927/07
VAT number : 4870231646
Authorised Financial Services Provider
Licence Number 26908
(Category 1 short term personal, commercial lines and personal lines A1)
PI Cover: in place
Conflict of interest policy: in place
Compliance Officer: Ms. Ehlers 021 557 8178 and Mr. Mostert 082 446 2447.

Legal Status:
The intermediary does not hold more than 10% shares in the insurer and during the preceding 12 months the intermediary did not receive more than 30% of its income from the insurer. CLC receives a monthly binder fee of 4%from the insurer for performing claims settlement functions in terms of ab binder agreement.

Warning

When taking out any Insurance Policy:

1. Do not sign any blank or partially completed application forms.
2. Complete all forms in ink.
3. Keep all documents handed to you in a safe place.
4. Make notes as to what is said to you.
5. Don’t be pressurized to buy any Policy, including this one.
6. Incorrect or non-disclosure by you may impact on any claims arising from your contract of insurance, such as renovations, change of roof structure, occupancy, and to note that the usage of the property is for private and not business or commune or material facts which may influence the risk or premium.
7. You must monitor cover in order to ensure that it remains adequate.
8. If any of the information reflected above and below was given to You orally, this disclosure notice serves to provide You with the information in writing and that the information remains accurate.
9. You are entitled to a copy of any telephonic recordings.

Complaints Procedure

If you have a complaint about the service or the advice you received from your Intermediary, please contact:

The Compliance Officer
ooba
PO Box 1535
Cape Town, 8000
Fax: 021 481 7387
E-mail: compliance@ooba.co.za

If you are not satisfied with the resolution of your complaint then you are entitled to contact the insurer, whose details are above or the following Ombud

The National Financial Ombud Scheme (claims related service matters)
E-mail info@nfosa.co.za
Physical Address: Cape Town Office: Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, 7708
Johannesburg Office: 110 Oxford Road, Houghton Estate, Johannesburg, Gauteng, 2198
Tel: 0860 800 900
Website: www.nfosa.co.za

Particulars of the FAIS Ombudsman (For product/advice related matters)
Postal Address:
PO Box 74571,
Lynnwood Ridge, 0040
Telephone:+27- 12- 762 5000
Sharecall: 086 066 3274
Email address: info@faisombud.co.za

Particulars of the Information Regulator (For personal information breaches)
Telephone: +27- 010- 023- 5200
Email address: www.inforegulator.org.za

Third Cell Captive Disclosures

Relationship between Mortgage SA Risk Services (Pty) Ltd and Guardrisk.

Please note that this Policy is subject to a cell captive relationship between Guardrisk and Mortgage SA Risk Services (Pty) Ltd as a result of a shareholder and subscription agreement concluded between Guardrisk and Mortgage SA Risk Services (Pty) Ltd, whereby Mortgage SA Risk Services (Pty) Ltd is entitled to share in the profits and losses generated by the insurance business."

Therefore, this is an arrangement whereby Guardrisk shares equity with Mortgage SA Risk Services (Pty) Ltd through a shareholding arrangement and provides Mortgage SA Risk Services (Pty) Ltd with a vehicle through which to write Mortgage SA Risk Services (Pty) Ltd insurance risks."

For 24 hour claims and queries,
call 0861 007 200

Authorised Financial Services Provider,
Underwritten by Guardrisk Insurance Company Limited

For more information on our
Buildings Protector Insurance Policy,
visit www.ooba.co.za

Underwritten by