

05 | Important conditions

The following conditions apply to all sections of your Plan, unless they are varied by specific conditions, exclusions or exceptions stated under a particular section:

5.1 | Amendments

We may amend, endorse or limit cover in terms of your Plan at any time by giving you 30 days' written notice. Any change/s you make will be effective from the time and date agreed to.

5.2 | Assets must be located in South Africa

Your vehicle must be registered in the Republic of South Africa. Other assets that you insure under your Plan, must be registered and/or permanently located within the borders of the Republic of South Africa. The relevant section may be voided from the start and any premium and benefits paid, refunded if we find this to be false at any time.

5.3 | Automatic increase of sum insured

The sum insured under household contents, buildings, general clothing and personal effects, may be increased automatically on the anniversary date of your Plan. This does not change your duty to make sure that the sum insured represents the correct replacement value at all times.

5.4 | Average / under-insurance

You must insure your household contents and building for the correct value. The correct value is the total, current replacement cost of your insured property. This is listed as the sum insured on your Plan Schedule ☺. If at the time of any loss or damage, the amount which is needed to replace all your insured property with similar and/or new property is more than the amount it is insured for, you will be expected to bear your share of the loss or damage for the difference.

For example: If the correct replacement value of your household contents is R600 000 and you have insured it for R300 000 and you have a loss of R100 000, you will only be compensated for 50% of your loss (or R50 000).

5.5 | Breach of conditions requiring your assistance

We reserve the right to cancel your Plan and claim repayment from you for any amounts we have paid in settlement of your claim if you breach or fail to comply with our claim procedure and the rules set out in this Plan Guide.

5.6 | Cancellation

You may cancel your Plan or any section thereof at any time. We may cancel your Plan or a section thereof by giving 30 days' written notice.

5.7 | Change of your details

You must inform us immediately if there are any changes to the risk details. These changes are not limited to a change in your risk address or primary driver details.

Continued cover and calculation of your premium is based on the specific risk information that you give us. If you present a different version of your risk to us to get cover, to reduce premiums or for any other reason, this may count against you in the event of a loss.

5.8 | Conditions relating to your cover

You will not have cover, unless:

- You comply with the claims procedure set out in your Plan; and
- You have followed all the terms and conditions of your Plan and any endorsements that might be contained in the Plan Schedule ☺; and
- You can provide acceptable documentary, evidentiary or quantifiable proof of the existence of and your lawful right to the item you are claiming for; and
- You install all stipulated minimum and additional security and/or tracking/recovery devices and maintain these and all other declared security devices in full working order at all times.

5.9 | Correspondence

Any correspondence emailed or posted to you will be considered read, if addressed to your last known email or postal address.

5.10 | Declaring this Plan void

Your Plan or any part of it can be declared void by us if any details which affect our decision to provide cover in terms of this Plan or if any information that would affect our decision to provide you with the cover in terms of this Plan is withheld from us at any time. Should you fail to advise us of any change of any details provided to us, we will have the right to cancel this Plan or the section from the time that the change occurred.

5.11 | Dispute resolution and time bar

If we refuse responsibility, reject a claim, or void your Plan, or if you do not agree with the amount of a claim, you must let us know within 90 days of receiving the letter of rejection, settlement or avoidance. Send your complaint in writing to:

Discovery Insure Complaints

Telephone: 0860 751 751

Email: insureescalations@discovery.co.za

If your dispute is not satisfactorily resolved, you can send a complaint to the Ombudsman for Short Term Insurance (OSTI). See Section 2 for contact details.

Your Plan requires you to serve summons on us within 6 months after receiving the letter of rejection, settlement or avoidance. If you do not do so within this time you will no longer be able to claim the benefit under the Plan.

5.12 | Excess

There may be an excess for every insured event you claim for. This is the amount that you must contribute for your claim to be settled. Look at your Excess Annexure and Plan Schedule ☺ for the excess or excesses applicable.

5.13 | Fraud, misrepresentation and inaccurate information

All benefits in terms of this Plan in respect of any claim will be lost and this Plan may be voided or cancelled at our discretion:

- Where there is misrepresentation, non-disclosure, misdescription by you or anyone acting on your behalf; or
- If false or incomplete information is supplied for any fact and/or circumstance in connection with an application for cover or in connection with a claim in terms of this Plan by you or anyone acting on your behalf; or
- If any claim or part thereof under this Plan is in any way fraudulent, or if fraudulent means or devices are used by you or anyone acting on your behalf to get any benefit under this Plan, or if any insured event under this Plan is occasioned by your intentional conduct or any person acting on your behalf or with your involvement; or
- If any fraudulent information and/or document, whether created by you or any other party is provided to us by you or anyone acting on your behalf or with your involvement in support of any claim under this Plan and whether or not the claim itself is fraudulent; or
- If the size of any claim is inflated by you or anyone acting on your behalf or with your involvement, for any reason whatsoever, and whether the claim itself is fraudulent.

Where any benefit under this Plan is forfeited in circumstances set out in this section, we will have the right to cancel your Plan retrospective to the reported incident date or actual incident date, whichever is the earliest.

5.14 | Interest on damages

No interest will be payable on any amount due by us in terms of your Plan unless a South African court of law orders otherwise.

5.15 | Items covered under a guarantee

Anything covered by any guarantee, service contract, purchase contract or any agreement of any type is excluded from your Plan.

5.16 | Legal jurisdiction

This Plan is subject to South African law and to the jurisdiction of a South African court. We are not liable for any legal costs and expenses not incurred in the Republic of South Africa.

5.17 | Matching building materials

If your building is repaired and we can't get an exact match, we will use materials that match the damaged or lost materials as closely as possible. We will only do this to the part of the building where the loss or damage has occurred. We won't pay for matching building materials to create a uniform effect throughout your building.

5.18 | Method of providing benefits (indemnity) and betterment

We may repair, replace, reinstate or pay cash to you in respect of the amount of damages or, where appropriate, use any combination of these methods. You will have to pay a contribution where the condition and/or value of the insured property is improved as a result of repair or replacement. You will be responsible for the excess. You may need to sign a release or discharge before we finalise a claim.

5.19 | More than one policy

If there is one or more insurance policy in force which covers the same insured event, we will only be responsible for our rateable proportion of the loss.

5.20 | More than one section

You cannot claim under more than one section of this Plan for any insured event, loss or damage that arises from the same event or the same item. You may choose under which section to claim from, if you are entitled to claim under more than one section.

5.21 | Noting of credit provider's interests

Where the insured property is the subject of a credit agreement and disclosed to us, the interest of the credit provider is noted in your Plan. In the event of a claim we will pay the credit provider first, to reduce any amount owed by you. The credit provider's acceptance of the amount will be a discharge of our responsibility for that portion of your claim. Any remaining amount will be paid to you.

5.22 | Pre-inspection of your motor vehicle and motorcycle

If your vehicle is not new, we require an inspection certificate from an approved Discovery Insure service provider. You can also complete your vehicle inspection using the Discovery app on your compatible smartphone. Cover is conditional upon this inspection, as shown in your Plan Schedule ☹.

A new motor vehicle or motorcycle is a vehicle that has been purchased from an approved motor dealer as brand new.

5.23 | Premium payments

You must pay the premium on the due date. If we don't receive your premium on the due date, you will be given a grace period of 15 days from the due date to pay your outstanding premium. You will not be covered during the period that the outstanding premium relates to, until the outstanding premium is paid.

We will lapse your Plan if we don't receive the outstanding premium during the grace period. The grace period doesn't apply to the first premium due to activate the cover. We may lapse your Plan immediately if this first premium is unpaid

We will lapse your Plan without giving you a grace period if you put a stop payment on your premium. We will not be obliged to reinstate your Plan after it has lapsed due to us not receiving your premium.

5.24 | Prescription

We will not be liable for claims submitted to us after 12 months from the date of loss which led to the claim.

5.25 | Prevention of loss

You must take all reasonable precautions for the maintenance and safety of the insured property. This means that you must take reasonable steps to prevent and/or minimise loss, damage, death, injury, liability and accidents. You may carry out emergency repairs to prevent further damage with our consent.

5.26 | Prior loss history

We may base our risk acceptance on your prior loss, incident and claims history. If your statement is false, it is a breach of the Plan and we have the right to treat your policy or any section thereof as voidable or charge backdated premiums.

5.27 | Reinstatement of the sum insured

The sum insured on your Plan will not be reduced by any claims. This condition applies separately to household contents, buildings and general clothing and personal effects.

5.28 | Repairer or supplier of our choice

We have the right to insist that any repair and/or replacement to be carried out must be done at or by a repairer or supplier of our choice.

5.29 | Salvage

You must allow us to take possession of the damaged items covered by this Plan, so we can deal with it in a reasonable manner. You are not entitled to abandon any property whether taken possession of by us or not. In the event of a payment by us for a loss, the salvage and/or any proceeds recovered from the sale of the item/s is ours.

5.30 | Security measures

You must inform us immediately if the required security measures stated in your Plan Schedule ☺ are not met. Failure to do this may influence your claim or premium.

5.31 | Set-off

We have the right to deduct (set-off), from any benefit payment due to you, any amount which you may owe us as a result of any erroneous or overpayment to you and for which you are not entitled to.

5.32 | Territorial limits

The sections in terms of this Plan are limited to insured events occurring in the following territories.

- **Vehicles:** Angola, Botswana, the Democratic Republic of the Congo, Kenya, Lesotho, Malawi, Mozambique, Namibia, Republic of South Africa, Rwanda, Swaziland, Tanzania, Zambia, Zimbabwe. If the vehicle is damaged outside the Republic of South Africa, repairs other than emergency repairs may only be carried out in the Republic of South Africa.

- **Household contents and buildings:** Risk address situated in the Republic of South Africa.
- **Portable possessions:** Worldwide
- **Personal liability:** Worldwide
- **Watercraft:** Namibia, Mozambique and the Republic of South Africa or their territorial waters (waters extending to a maximum of 20km off their coasts) and Botswana, Lesotho, Swaziland, Malawi, Zambia and Zimbabwe.

5.33 | Time period for repairs and replacements

Repairs and replacements must be completed within 6 months of the date that we approve your claim. If you delay the repairs or replacements after this period, we will only pay the agreed amount at the date of our authorisation of the claim and you will be responsible for the balance of the cost of repairs or replacement increase.

5.34 | The Plan / Contract of insurance

Your application for your Plan, together with this Plan Guide, your Plan Schedule ☺ and all its annexures, form the contract of insurance between us and you. If any detail is not recorded correctly, please let us know as soon as possible as any incorrect information may affect your ability to claim or the payment of a claim under your Plan.

5.35 | Total loss

We have the right to decide when the insured property can be declared a total loss. A total loss is where the cost of repairs plus salvage amounts to more than the insured value of the item at the time of the loss.

If we take ownership of your vehicle as salvage, you remain responsible for any outstanding toll fees, traffic fines, licensing fees and penalties. This may be recovered from you or from any amount we owe you.

5.36 | Transfer and cession

You may not transfer or cede your rights in terms of this Plan to any other person.