momentum
insure

# Momentum Envoy
Policy Wording

# Welcome to the Momentum Insure family.

If you're looking for peace of mind with a personal touch, then you have made the right choice to join Momentum Insure. While Momentum Insure offers you quality cover for your valued possessions, we do more than just protect your belongings, we protect you and those you love too.

With a unique rewards program, Safety Returns, you can earn up to 30% cash back on your paid premiums, even if you claim, for engaging with a number of safety features where Momentum Insure protects you beyond insurance by being committed to keeping what matters to you most, safe.

This document, together with your policy schedule, any written correspondence, and verbal agreements form the basis of the contract between you and us. Through clear and understandable cover, we can empower you to keep yourself, your loved ones, and your valuable possessions safe.

It is important that you read and understand all these documents and that you make sure that all the information supplied by you, or anyone acting on your behalf, is correct. Any incorrect information may affect the validity of this contract or negatively affect the outcome of your claim.

Your policy commences when we agree on the cover, premium, terms and conditions, inception, and payment dates with you; and, once we receive your first premium payment (this is when your policy incepts or the effective date it is active from).

**If you need any assistance:**
If you have any concerns or queries with any issues relating to your Momentum Envoy policy, please let us know immediately so that we can try to resolve it as soon as possible.

**Contact**
Telephone: 0860 006 784
Email: MIclientservice@momentum.co.za

**If you change your details:**
If you move, change your contact details, banks, or branches, or acquire a new bank account number, it is very important that you notify us of the details as soon as possible so that we can assist you.

**If you need to report a claim:**
If you need to report a claim or would like to enquire about the progress of a claim, please call or email us. Our claim guides can be accessed here:
https://www.momentum.co.za/momentum/personal/products/car-and-home/claims

**If you have a complaint:**
If you are dissatisfied with the product or services provided, please feel free to contact your service consultant or send an email to micare@momentum.co.za. Our complaint resolution policy can be found here: http://content.momentum.co.za/Content/products/shortTermInsurance/legal/complaintsResolutionPolicy.pdf

If you are not satisfied with our response to your dispute, you may also contact the Insurance Ombudsman on the details below:

| | |
|---|---|
| Telephone | : 0860 800 900 |
| Whatsapp | : +27 (0) 66 473 0157 |
| Email | : info@nfosa.co.za |
| Website | : https://nfosa.co.za/ |

# Definitions

These definitions apply to the entire policy, unless more specifically defined under a particular section.

### Accident

A sudden unforeseen and unfortunate incident that happens unintentionally, which results in loss, damage and/or injury.

### Additional excess

Additional excesses are amounts payable in addition to the basic excess.

*For example: Should your 21-year-old son borrow your vehicle and is involved in an accident, your basic excess (if applicable) as well as an additional excess will be payable due to him being under 25-years of age.*

### Anniversary date or renewal date

The anniversary or renewal of your policy occurs every twelve (12) months from the date your policy incepted (i.e., the start date).

### Average

This is when the amount needed to replace all your insured property with similar or new property at the time of the loss or damage is more than the insured amount. This is also referred to as underinsurance. In this instance, an average will be applied and we will not pay the full amount of the loss or damage; therefore, you will be responsible for a proportional share of the loss or damage.

### Average settlement calculation

$$\frac{\text{Claim amount} \times \text{Amount insured for}}{\text{Replacement value}} = \text{Amount insurer will pay}$$

### Excess
An excess is the first amount that you must pay towards a claim under your policy. Your basic excess will either be a percentage of the total claim amount or a fixed rand amount. If a percentage is applicable, the higher of the two excess amounts will be payable.

*For example: If you claim after an accident, you pay the excess directly to the panel beater. You would still need to pay the excess, even though you did not cause the accident.*

### Betterment
This is when you are placed in a better position than you were before the loss or damage took place, because of your claim being paid.

*For example: If your vehicle and tyres are damaged in an accident, we will deduct the percentage of tread that was worn on the damaged tyres before replacing your tyres with new ones. This is also in line with the insurance principle of indemnity to ensure that you are placed back into the position you were in just prior to the insured loss.*

### Bodily injury
Refers to physical harm that is caused by a violent and/or accidental incident, inflicting injury to any part of a person's body.

### Business use
This is where you make use of your insured property within the course and scope of generating an income.

### Dual insurance
If you have any other insurance policies insuring the same item for the same cover, it will be paid proportionately on a valid claim. You will still be liable to pay the full excess applicable on your claim. Dual insurance does not apply to Personal Accident cover.

### Insurable interest
Any loss or damage to the insured property or item, which will cause a financial loss to the policyholder. This is established by ownership, legal possession or direct relationship to the policyholder.

*For example: You may insure your child or partner's vehicle under your policy, if you would suffer a financial loss from the vehicle being damaged or written off, even though you were not the driver or owner of the vehicle.*

### Liability to other people

This refers to cover enjoyed by yourself against third party claims against you, for bodily injury, loss, or damage to property for which you may be held legally responsible.

### Mandated person

A person authorised by the policyholder to transact on and/or amend the policy.

### Material information

This is any information that will influence the premium, terms or insurer's decision to accept the policy. If important information is not disclosed, it could negatively affect a claim or make your policy invalid. It is also important to notify us immediately of any material information that may change throughout the duration of the policy.

### Motor vehicle accessories

*Examples of accessories are sunroofs, smash and grab, leather seats, sound equipment, mag rims, bull and tow bars and hands-free kits*

### Policyholder

The person who obtains the insurance policy, in whose name the insurance policy is written and who is liable to ensure that premiums are paid.

### Private use

Refers to the use of an insured item for personal and/or social purposes only, whereby there is no intention to earn an income from the use.

### Repudiation

This is when we do not accept liability for your claim in total or a part of the claim as per the policy terms and conditions.

### Salvage

Refers to the damaged insured property or item. If the property or item is uneconomical to repair, once the claim is settled, ownership of the property or item is transferred to the insurer.

### Sum insured

The sum insured is the maximum amount that your insured property is covered for, as set out in your policy schedule.

### Underinsured
Underinsurance is when the insured value of a property is less than it would cost to replace the item. When a situation of underinsurance occurs, a valid claim will be subject to an average calculation. As a result, you will have to accept the difference as a part of the loss.

### Unoccupied
Refers to buildings or homes which are owned, rented or leased that contain contents, but no people currently occupy them on a regular basis. This can be a second or vacation home. It is a home that is immediately suitable for occupation however it is not occupied.

### Vacant
When a property is considered vacant, it means that there are no contents in the building, nobody resides in or makes use of the building or when someone makes use of the vacant building without your permission. From an insurance perspective, this is different to the meaning of the word "unoccupied".

### We, us and our
Refers to Momentum Insure Company Limited registration number 2005/026378/06, a registered insurer and financial services provider.

### Write-off
When an item or property is damaged to such an extent that it cannot be repaired or is unsafe or uneconomical to repair.

# Table of contents

# 1. General and introduction

## How to read and interpret your insurance documents

The policy wording and policy schedule must be read as one combined document. If any word or expression is given a specific meaning, it will continue to have the same meaning wherever it appears.

## General conditions relating to your insurance cover

Our liability to provide cover and/or to settle any claim, is conditional upon proper compliance with the provisions of the policy by you and by anyone who may seek cover or benefit from it.

## Premium payments

Your premium will be reviewed at the annual renewal date of your policy unless changes are made by you. Should there be a requirement for the Insurer (us) to change your premium before renewal, due to reasons such as: past and future claims experience, economic factors such as inflation, change in underwriting risk appetite or any other factors impacting the premium, you will be given 31 days' prior notice of such changes. The notification will provide appropriate details of the reasons for any change to the premiums and/or terms and conditions of the policy and an explanation of the implications of the change.

For continuous cover, your premiums must be paid by debit order on the agreed payment date.

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

Upon the accidental death of the policyholder the premium will be paid, and excess waiver provided for three months or until the finalisation of the estate, whichever occurs first. Should the premium have already been deducted, it will be refunded.

## Your policy will automatically cancel when your:

- Monthly premiums are not paid for two (2) consecutive months either on the payment dates or within the fifteen (15) day grace period in those months.
- Annual premiums are not paid on the payment date or within the fifteen (15) day grace period.
- The policy will terminate on the final day of the period for which your last paid premium was received

## Premium refunds

If the insured property is written-off, stolen or hijacked without being recovered and is removed from cover after a claim is settled, there is no refund of the pro-rata portion of the monthly premium for the specific period for which that premium was paid.

If you or anyone acting on your behalf, cancel your policy or any part thereof because you have cover for the same item/s with another insurer or if an item was sold or for any other reason, your premium refund will be limited to premiums actually paid in the twelve (12) months prior to cancellation. Subject to you providing proof of the dual insurance or sale of the vehicle for the twelve (12) month period in which the refund is applicable.

## Policy changes

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

We may change your policy by giving you thirty-one (31) days' prior written notice via the preferred method of communication, as selected or indicated by you.

## Policy cancellations

You may cancel your policy, any section or cover thereof at any time and with immediate effect by contacting us via telephone or email. If we receive a written or verbal instruction from any person other than you or a mandated person to cancel your policy, we will only proceed to cancel once confirmed by you or a mandated person.

We may cancel your policy or any section thereof at any time by giving you thirty-one (31) days' prior written notice via the preferred method of communication, as selected or indicated by you.

Keep in mind that stopping a debit order is a breach of contract and could impact your future dealings with other insurers. Always cancel your insurance by notifying your insurer verbally or in writing.

## Fraud and dishonesty

We have a responsibility to all our policyholders to ensure that fraudulent claims are eliminated to keep our premiums as competitive as possible. Throughout the lifespan of your policy, if any transaction under this policy is in any respect fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf, to obtain any benefit under this policy, or if any benefit is obtained by the wilful act or with the collusion of the policyholder, the benefit afforded under this policy in respect of such claim shall be forfeited. The policy will be cancelled with effect from the reported date of the transaction or claim.

## Misrepresentation, misdescription and non-disclosure

Cover under this policy shall be voided or cancelled at our discretion, as a result of any misrepresentation, misdescription, or non-disclosure, in respect of any material information provided by you or anyone acting on your behalf.

## Sharing of information

We respect the confidentiality of your information and abide by confidentiality principles. You have provided us with your consent to collect, share and process your personal information, to provide you with the product or services requested. We may be required to share your personal information with our trusted partners and service providers who are bound by the same principles. We may further request and disclose information relating to your claims, insurance and financial history with other insurers, government bodies and credit bureaus. This is applicable to anyone who will be covered under this insurance policy. Our privacy policy can be accessed here: https://retail.momentum.co.za/documents/legal/momentum-insure-public-privacy-policy-v2.pdf

## Automatic increase in sum insured

*(Automatic sum insured increases apply for Buildings and Contents sections only)*

We will increase your sum(s) insured to reasonably keep up with inflation. This will not affect the premium you pay until the next renewal or anniversary date of the policy, when any change of premium will only apply to the following year. It is your responsibility to monitor your cover on a periodic basis (at least annually) and update the cover with us to ensure it remains adequate and that your sum(s) insured represent(s) the full replacement value of the property at the date of any loss or replacement.

## Your responsibilities

- Pay your premiums.
- In order for cover under this policy to be valid, you must have an insurable interest in all insured property throughout the period of the insurance.
- Give us true and complete information when you apply for cover, submit a claim or make changes to your policy. This also applies when anyone mandated by you acts on your behalf.
- You must take all reasonable steps to prevent or minimise loss, damage, death, injury or liability. This includes but is not limited to:
    - maintaining the property or items and keep them in working condition.
    - following all legal requirements and manufacturers' recommendations.
- Inform us about convictions for offenses committed by any person covered under this policy relating to any criminal acts, including fraud, theft, arson, dishonesty, reckless and negligent driving or driving under the influence.
- Keep proof of ownership such as proof of purchase or valuation certificates, as well as any other relevant information which proves ownership of items covered under your policy.
- In the case of an incident, where applicable, you can call the Momentum Assist line as indicated on your schedule, refer to the Momentum Assist attachment accompanying your schedule or go to the Momentum App for emergency assistance.
- Throughout the lifespan of your policy, you must inform us immediately of any changes to your circumstances or any material information provided to us that may influence whether we continue to provide you with insurance cover, the conditions of cover, or the premium we charge.

This includes any changes to any information:
- On your schedule.
- About your financial position, or that of any person covered under this policy, specifically relating to fraud convictions, defaults, civil judgements, sequestrations, administration orders and liquidations of companies in which you have an interest.

*For example: If you are noted as the regular driver of the vehicle, but your 18-year-old son starts driving the vehicle to university daily and you don't tell us that your son will be the regular driver, we will still charge a premium based on the profile of an older driver. The difference in driver profiles would mean that we would charge differently to insure your son as the regular driver. We would therefore be receiving the incorrect premium and it would mean that your vehicle is not correctly covered. This may impact the outcome of a claim.*

## Jurisdiction

This policy is subject to the jurisdiction of the courts of the Republic of South Africa.

## Our responsibilities at claim stage

We have the choice to settle your claim in any of the following ways:
- Paying out cash to you;
- Repairing the damage at a repairer of our choice;
- Replacing the item at a supplier of our choice;
- Providing you with a claims cash voucher; or
- Any combination of the above options.

We will only do so up to the maximum insured value noted on your schedule for the specific section you are claiming under.

## Your responsibilities at claim stage

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

## Underinsurance

It is your responsibility to insure all your items for their replacement value. The replacement value is what it will cost you to replace the items that are lost or damaged with similar items. If you claim, we will calculate the replacement value for which you should have insured your items. If your insured value is less than the replacement value, you will be underinsured and we may apply average, which means we will only pay a part of your claim.

*For example: If the replacement value of your items is R400 000 and you insured them for R200 000, you will be compensated for 50% of your loss.*

## Dual Insurance

If any loss or damage or injury insured under this policy is also covered by another product or insurer, we will indemnify you for our portion of the loss.

## Time periods

You need to:

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

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

- Report any loss of items, fire, theft, hijack (including attempted theft or hijack) or damage intentionally caused to the police within twenty-four (24) hours of the incident.

## Correct information

You need to give:

- All information and documentation we require relevant to your insurance policy, within the timeframe set.
- True and complete information to the authorities and us. We act on the information you provide; therefore, any incorrect or false information might prejudice the outcome of your claim and your continuous relationship with us.

## Damaged items/property

You need to make damaged items/property, for which you are claiming, available for inspection to substantiate the extent and nature of the damage.

## Proof of ownership

You need to prove ownership and the value of any item for which you are claiming.

*Example: If you claim for a 55" television, but you are unable to supply proof that you owned the television, your television may be excluded from the settlement.*

## Unauthorised repairs/replacements

Before doing any repairs and/or replacements, you must obtain our approval unless the damage is within the pre-approved repair limit, failing which your claim may be rejected.

## Admitting guilt

Unless we give you written consent, you must not:
- Admit you are at fault, whether verbally or in writing;
- Make any promises; or
- Offer or accept any form of compensation.

*For example: If you are involved in an accident you may find yourself admitting blame for causing the accident to the other person involved. Your admission may prejudice any attempt to recover any money spent on repairing your motor vehicle.*

## When we need your assistance

You must comply with all instructions and requests from us, as and when required and within the timelines required by us.

## Excess

All excesses payable must be paid by you, failing which might delay finalisation of your claim.

## We can act on your behalf

When you submit a claim, we can act on your behalf to protect your rights or obligations against others to recover costs or to defend any claim they may have against you. If we recover your excess, we will refund it to you. The success and/or timeframe of the refund can unfortunately not be guaranteed.

*For example: If you are involved in an accident caused by someone else, we will try to recover your excess and the money that we paid in settlement of your claim from this person.*

## Disputed claims

In terms of the Policyholder Protection Rules, if you dispute the outcome of your claim, you have ninety (90) days from the day you are first informed of the outcome to notify us about your objection. You may approach the National Financial Ombud Scheme South Africa (NFOSA) within 6 months either from the final outcome of your claim or from our final response to your dispute. Immediately following this you have a further six (6) months within which to serve a summons on us. If you do not do so within this period, your right to challenge the decision is forfeited. For more information, please refer to your Disclosure document attached to your policy schedule.

## Our rights after an event or claim

Upon the occurrence of an insured event, we and any person authorised by us are entitled to:

- Access or inspect the property where the loss or damage has occurred.
- Take and keep possession of the property that is the subject of a claim and deal with it at our discretion.
- Request the delivery of any insured property to us and deal with the salvage of the property.
- Compensate you following an incident once the validation of the claim is completed and where relevant documentation requested was received.

## General exclusions

This policy does **not** cover:

**1. Electricity Grid Failure exclusion**
Notwithstanding anything to the contrary contained anywhere in this policy, this policy does not cover:

- any loss, damage, claim, cost, expense, liability, or other sum of any nature;
- any consequential loss or damage of any nature,

that is directly or indirectly caused by, attributable to, in consequence of, resulting from, arising out of, following, or in any way in connection with an Electricity Grid Failure.

**Electricity Grid Failure definition**
Electricity Grid Failure is an interruption to or suspension of electricity supply, in any manner, from whatsoever source, and for any reason or cause (whether deliberate or not, and/or due to damage, and/or any inability and/or any failure on the part of any supplier of electricity on the National Electricity Grid). Electricity Grid Failure includes any

interruption, suspension or power surges or dips at the reconnection or reinstatement of electricity supply.

**2. Load shedding exclusion**

Notwithstanding anything to the contrary contained anywhere in this policy, this policy does not cover:

- any loss, damage, claim, cost, expense, liability, or other sum of any nature;
- any consequential loss or damage of any nature,

that is directly or indirectly caused by, attributable to, in consequence of, resulting from, arising out of, following, or in any way in connection with load shedding.

This exclusion does not exclude cover otherwise provided under any Power Surge clause / extension contained in this policy.

**Load shedding definition**

Load shedding is the intentional suspension or withholding of electricity supply from any source by any supplier of electricity on the National Electricity Grid, which is implemented in phases in designated areas in the country.

**3. War, riot and terrorism**

- War or war-like acts;
- Military uprisings, usurped power, rebellion, or revolution;
- Civil commotion, labour disturbances, or public disorder; and
- Any act of terrorism by any person or group, whether acting alone or under instruction.

**4. Nuclear**

This policy does **not** cover any legal liability, loss, damage, cost, or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to, by or arising from:

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

  regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

**5. Seepage, contamination and pollution**

This policy does **not** cover loss or damage caused by seepage and/or pollution and/or contamination.

This exclusion does **not** apply to such cause if it follows directly from physical damage to the insured property that is not otherwise excluded.

**6. Computer programmes**
Electronic programmes, data or software are not covered.

**7. Asbestos**
We will **not** be liable for any legal liability or consequential loss because of the presence of Asbestos in any form or quantity. This is due to the hazardous nature of Asbestos.

**8. Trade and economic sanctions**
We will **not** provide cover or be liable to pay any claim to the extent that provisions of such cover or payment would expose us and reinsurers to any sanction, prohibition or restriction under the United Nations resolutions, trade, economic sanctions, laws, regulations of European Union, UK or USA.

**9. Territorial limits of cover**
We will **not** be liable for any loss, damage or liability arising outside Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Malawi, Mozambique and the Republic of South Africa, except in respect of:

- Portable possessions;
- Personal accident;
- Personal liability;

or as specifically stated elsewhere in the policy.

Buildings and Contents cover is only available within the Republic of South Africa.

**10. Confiscation, nationalisation, dispossession**
We will **not** be liable for loss of property by any confiscation, detention, dispossession, repossession, requisition, forfeiture, or nationalisation directly or indirectly by any state, government, provincial or municipal, local or customs authority, occurring within the Republic of South Africa.

**11. Property covered under guarantee, service agreement or another similar contract**
We will **not** be liable for loss or damage to property that is covered under any guarantee, service agreement or other similar contract.

### 12. Fraudulent claims or damage caused intentionally

We will **not** be liable to accept any claim that is fraudulent, or to compensate you for any loss or damage caused intentionally by you or with your knowledge or consent.

### 13. Illegal activities

We will **not** cover the use of the insured property for, or in connection with any illegal activity and/or the commission of crime or an offence.

### 14. Gross negligence

We will **not** cover a situation where you or anyone who has possession of your property acts in a grossly negligent manner (which is extremely careless and substantially different from what a reasonable person would have done in a similar situation).

### 15. Pawned items

We will **not** cover any pawned items, whether you pawned them or are holding them on someone else's behalf.

### 16. Contracts or agreements

We will **not** be liable for any loss or damage arising out of contractual liability, whether verbal or in writing.

### 17. Selling your possessions

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

*For example: Items are "purchased" using fraudulent cheques or counterfeit money. To avoid becoming a victim of this kind of theft, you need to make sure that your bank confirms that the cheque has been honoured, the Electronic Fund Transfer (EFT) payment has been received and confirmed that the money is not counterfeit before you hand over the item to the other person.*

### 18. Consequential loss

We will **not** cover any consequential loss or damage; that is any loss or damage not directly caused by an insured risk.

*For example: If you are involved in a vehicle accident and instead of calling for assistance, you continue driving, which causes the vehicle's engine to seize. The damages caused because of the accident will be covered, however the damages caused because of you continuing to drive the vehicle will be excluded.*

### 19. Defective design, workmanship and material

We will **not** cover any loss or damage to insured property because of defective design, workmanship or materials, including expenses to rectify a fault in the design and construction of the insured property.

### 20. Gradual deterioration, wear-and-tear and breakdown

We will **not** cover:

- Any cause that was not sudden and unforeseen.
- Gradual deterioration, including rising damp, wear-and-tear, rust, mildew or fading.
- A rise in the underground water table or pressure caused by it.
- Defective lubrication or lack of oil or coolant.
- Mechanical, electrical or electronic breakdown, defect or failure.
- Damage to consumable parts or parts with a limited lifespan.
- Damage recoverable under any maintenance or lease agreement.
- Cleaning, repairing, restoring, dyeing, bleaching or alteration.
- Computer viruses and similar destructive media.

### 20. More specifically covered elsewhere

- We will **not** cover your insured possessions, which are more specifically covered elsewhere.

# 2. SASRIA

**This is cover provided by the South African Special Risks Insurance Association (SASRIA) SOC Limited and can be included as an optional cover in all sections of your policy, excluding personal accident. It is a condition of cover that you and anyone covered under your Momentum Insure policy, must comply with the terms and conditions to be covered by SASRIA.**

## Details of cover provided

You are covered in South Africa for loss or damage caused by:

- Any act or attempt calculated or directed to:
  - Overthrow or influence of the state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence.
  - 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 the state or government, any provincial, local or tribal authority or for the purpose of inspiring fear in the public.
  - Bring about any riot, strike or public disorder, which includes civil commotion, labour disturbances or lockouts.
- The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above.
- Where you are covered by one or more current and valid insurance contracts issued by or on behalf of SASRIA, the maximum sum payable is R500 million during any calendar year.

## SASRIA cover exclusions

- Any consequential or indirect loss or damage, other than loss of rent if it is specifically covered. If so, the period is limited to the time required to make the building tenantable.
- Loss or damage caused or contributed to by:
  - The total or partial stopping of work.
  - The retardation, interruption or stopping of any process or operation.

- Your property being dispossessed, resulting from its confiscation, commandeering or requisitioning, by any lawfully established authority.
- Looting and theft, unless caused by any of the covered events mentioned above.

• Any act of terrorism involving the threat of or actual use or release of, any:
  - Nuclear weapon or device.
  - Chemical or biological agent.

Any act of terrorism includes the actual use or threat of force or violence by any person or group whether acting alone or in connection with any organisation or government and which is committed for any political, religious, ideological or personal reasons, including the intention to influence any government or to create fear in the public.

If SASRIA states that any loss or damage is not covered because of the exclusion noted above, you will bear the responsibility of proving that the exclusion does not apply.

All events, which may give rise to a claim or which results in a claim in terms of SASRIA, must be reported to the South African Police Service (SAPS) as soon as possible. You must inform Momentum Insure of your claim and we will submit it to SASRIA on your behalf. If SASRIA acknowledges the claim as being valid, a payment will be made to you. If SASRIA does not pay your claim, it is up to you to prove that your claim is valid.

# 3. Personal benefits and rewards

**You work hard to enjoy the things you've earned for you and your loved ones. That's why our policy works hard to give you the cover that helps keep you and your property safe and enhance your financial wellness. Welcome to a world of benefits and rewards with Momentum Insure.**

**You/your/yours/yourself:** this means the person whose name and address are on the policy schedule, together with anyone who normally lives with that person.

## Standard benefits and rewards provided

These rewards are automatically included at no additional premium.

**Safety Returns**
With Safety Returns, you, the policyholder, can earn up to 30% cash back on your paid premiums every year, even if you claim. Once you join the Momentum Insure family, you need to register your profile at www.momentum.co.za, download the Momentum App and engage with the following safety-focused features from the convenience of the app to start earning towards your cashback bonus.

**Earn points by:**
- Registering for **Safe Dayz™**, a telematics solution that records and scores your journeys to help keep you safe on the road. The safer you drive, the more Safe Dayz™ you earn. Safe Dayz™ earned contribute towards your overall Safety Returns points.
- Completing the **Safety Score questionnaire** on the Momentum App, which scores your safety on the road, at home, or wherever you may be, also earns you points toward your Safety Returns. Earn extra points by uploading validation documents on the Momentum App, such as an up-to-date car safety check.
- Activating **Safety Alert**, a free mobile panic button that protects you and a loved one whenever you feel unsafe.
- Using **self-service features** such as logging on to momentum.co.za to update personal policy information and more.

**Safety Alert**

Safety Alert transforms your phone into a mobile panic button when you, a family member or even a stranger feels their personal safety is being threatened. Simply download the Momentum App and register for Safety Alert at no additional cost. Safety Alert has a network of more than 1 800 medical and armed responders registered in South Africa for immediate assistance at the touch of a button. As a policyholder, you may also nominate one additional user to register for the feature, free of charge. Refer to the Safety Alert section in your Benefits and Rewards brochure for more information.

**Golf hole-in-one or bowls full house ("EIGHT")**

We will pay you if you score a hole-in-one playing as an amateur in a game of golf or score a full house ("EIGHT") in bowls. The hole-in-one or full house must be achieved in terms of the rules at any recognised golf or bowls club affiliated to a provincial union and must be confirmed in writing by the secretary of the club.

Cover is limited to two (2) events in a calendar year and compensation is limited to the amount noted on the policy schedule.

**Momentum Assist**

When you need help for emergencies on the road, at home, or even for medical and legal emergencies, simply call Momentum Assist on 086 078 4767. You need to have an active Momentum Insure policy with Vehicle cover to enjoy roadside assistance and you need an active policy with Building or Contents cover to enjoy home assistance. Medical and legal assistance cover is available to all active policyholders. For more information and terms and conditions, refer to the Momentum Assist brochure.

## Optional benefits and rewards

The following benefits are only available if noted on your policy schedule and an additional premium is charged:

**Momentum Rewarder**

The Momentum Rewarder is a benefit for a cash refund of 15% of your paid premiums that rewards you for not claiming for four (4) consecutive years. Your policy schedule will indicate whether you selected the benefit or not. The Momentum Rewarder cycle, including payment intervals and the appropriate percentage, is also shown on your schedule.

Your Momentum Rewarder will be forfeited following the payment of any claim (excluding any claim for windscreen repairs and Roadside Assist) submitted for any incident, including any liability claim settled or where letters of demand or summonses are referred to the incident date and falls within the appropriate Momentum Rewarder cycle. Your new cycle will start immediately after the incident date for which the claim was settled.

Your Momentum Rewarder cannot be reinstated even if we successfully recover the costs of the claim, as there will always be costs involved in the processing of your claim. Should you decide to withdraw a claim to protect your Momentum Rewarder, your decision will remain final and cannot be altered should any subsequent claim be submitted. No claim will be settled retrospectively once your Momentum Rewarder has been paid.

**Momentum HomeDrive**
With Momentum HomeDrive you will have peace of mind that you and your vehicle will make it home safely, when you are not in a position to drive. Momentum HomeDrive is available to you at a small fee if you have car insurance with Momentum Insure. Please refer to the 'Benefits and Rewards' brochure for full details of the benefit and number of trips available annually per vehicle covered.

## Female benefits and rewards

**Female breast cancer cover**

**Insured person:** Insured person means the female insured person whose name and address are specified in the policy schedule.

**Insured events:**
- An accidental, violent, external and visible cause (accident) that results in the loss of a breast within twelve (12) months from the date of the accident.
- First positive diagnosis of a malignant tumour or lobular carcinoma in situ by a qualified specialist physician in breast cancer.

Compensation is limited to the amount noted on the policy schedule.

**Claims**
Following an insured event, you shall at your own expense:
- notify us within ninety (90) days; and
- supply in writing any reasonable information which we may request.

**Medical examination or treatment**
You must supply medical evidence as requested by us. If you suffer an accidental injury, you must seek medical treatment from a registered medical practitioner.

## Specific exclusions to female breast cancer cover

We will **not** provide cover if:

- The insured person has had any cancer diagnosis, mastectomy or lumpectomy prior to inception of this policy. This exclusion does not apply if the insured person has been declared medically free of the condition for at least three (3)-consecutive years immediately before inception of cover.
- A first positive diagnosis is made within sixty (60) days of the inception of this policy.
- A second event or further additional event occurs, this is **not** covered unless separated by three (3)-calendar years from the preceding insured event.
- The insured person intentionally inflicts injury on themselves.
- The insured persons participate in any riot or civil commotion.
- The insured persons participate in any professional sports or any form of race or speed test (unless on foot or in non-mechanically propelled watercraft on inland or coastal waters).
- Your claim has not been submitted within twelve (12) months of the accident or 90-days of the diagnosis.

**Handbag cover**

This provides cover for loss or theft of a handbag and its contents. This cover is in addition to any other cover provided for the same property.

Compensation is limited to the amount noted on the policy schedule.

# 4. Buildings cover

Understanding how you're covered, empowers you to maintain the safety and security of your buildings.

## Key terms

**You/your/yours/yourself:** this means the person whose name and address are on the policy schedule, together with anyone who normally lives with that person.

**The buildings/the premises:** this refers to the residential home and outbuildings, whether separate from the home or not at the address shown on the policy schedule, including structures, tanks, reservoirs, courts, pools, fixed filtration plant, water pumping machinery, walls, gates, posts, fences (other than hedges), driveways, paving, fixtures and fittings, underground water, gas and sewerage pipes, drains, water heating systems, watercourses, electricity and telephone cables or public supply connections. It however excludes dams and dam walls, jetties, piers, loose gravel paths, as well as pool cleaning equipment.

If the outbuilding on your property is of a different structure than the main home on the same premises, to ensure that you are covered, you will need to notify us of the structure (i.e. shed, separate garages, Wendy house, etc.) and specify construction type and the materials used for the structure (i.e. if the garden cottage has a thatch roof), so that it can be noted on your policy. Water heating systems will be covered to the maximum amount noted on your policy schedule.

## Insured value

The insured value noted on your schedule is the maximum amount we will pay in the event of a claim, less excess and any dual insurance.

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

## Average provision

Should you insure the building for an amount less than its replacement value, we will pay you proportionately upon validation of your claim.

*For example: If the correct insured value of the building is R400 000 and you insure it for R200 000, you will be compensated for 50% of your loss.*

## Your responsibilities

Inform us immediately when:

- The building is unoccupied for any period longer than sixty (60) consecutive days;
- The building is let or sublet;
- Any alterations, additions or improvements are made to the building.

*For example: If your building has a slate roof, we charge a specific premium for that. If you later thatch the roof without telling us, we would be receiving the incorrect premium because a thatched roof has a greater risk of fire damage. Your building would therefore not be covered for fire damage.*

## Details of cover provided

**1. Comprehensive cover**
We will cover loss or damage that occurs to the insured buildings.

**2. Limited buildings cover excluding theft (if it is included in the policy schedule)**
If you select insurance under this clause, your cover will **not** include loss or damage resulting from theft or attempted theft.

## Extensions of cover

These extensions are automatically included at no additional premium.

**Loss of rent / Temporary accommodation**
If loss or damage, insured under the Building section, results in you being unable to live at the premises, we will compensate you as follows for a period necessary to make the building suitable to live in again, subject to proof of rental invoice (provided that the amount does not exceed 25% of the sum insured under this section):

- if you occupy the premises, we will pay you for alternative accommodation of similar value and location; or
- we will pay you for loss of rent you would have received if the building is let or sublet, based on the annual unfurnished rent income of the premises.

If loss of rent is covered under both the Buildings section and the Contents section for the same occurrence, we will indemnify you under one of the relevant sections only. If the policy schedule specifies more than one premises, the 25% compensation limit will apply separately to each premises.

**Building occupied by tenants**
If you own the premises, you will not lose your cover for buildings by any act or omission on the part of your tenant, provided you notify us as soon as such act or omission comes to your knowledge and pay on demand any additional premium we require.

**Mortgaged buildings**
If you have mortgaged your premises, the interest of the mortgagee:
- ranks prior to your interest;
- is limited to the amount owing to the mortgagee by you on the home loan account in respect of the insured private residence; and
- will not be invalidated by any act or omission of yours if such act or omission occurs without the mortgagee's knowledge.

**Demolition charges and professional fees**
Following loss or damage to the buildings by an insured event, we will compensate you for the following necessary additional costs:
- demolishing the buildings, removing debris from the site and erecting hoardings required for building operations;
- professional or consultants' fees; and
- municipal authorities' scrutiny fees.

These costs are limited to the amount noted on the policy schedule.

**Claims preparation costs**
We will pay you back for expenses you incur to get any information or documents that we may need to process your claim.

The amount payable is limited to the amount noted on the policy schedule.

**Rebuilding according to public authorities**
Following loss or damage to the buildings by an insured event, we will compensate you for the necessary additional costs of repairing or rebuilding in accordance with the requirements of the public authorities. We will not pay for the additional costs to comply with standards that were in place at the time of initial building or its extensions if such standards were not met.

These additional costs are limited to the amount noted in the policy schedule.

**Alterations and improvements**
We will cover you for loss or damage following an insured event, in respect of alterations, additions and improvements to the premises (but not normal inflationary increases), provided that you advise us of such alterations, additions and improvements within sixty (60) days of completion and pay any appropriate additional premium. This includes cover for building materials, fixtures, fittings, and improvements which you are responsible for.

Note: When the buildings are being erected or structurally altered, cover for loss or damage is limited to the following causes:

- Fire, lightning, explosion, earthquake, impact by animals, aircraft or vehicles, malicious damage, theft if accompanied by forcible and violent entry; and storm, wind, hail or snow.

## Exclusions applicable to alterations and improvements

We will **not** provide cover:

- Where acts of nature (wind, lightning, storm, hail, flood or snow) either cause or contribute to the damage of unroofed or partially roofed structures.
- For personal liability.
- For stolen building materials, fixtures, fittings and improvements if the building is abandoned, vacant, empty or illegally occupied. If the building is occupied, unfitted fixtures and fittings are covered for theft if they are stored inside the building and there are visible signs of forced entry into the building.

The additional cover is limited to the amount noted on the policy schedule.

**Fire brigade charges**
We will compensate you for any reasonable costs charged by an authorised body extinguishing a fire to prevent or reduce loss or damage to your building.

Compensation is limited to the amount noted on the policy schedule.

**Security guards**

When an event occurs at your premises that makes you vulnerable to further damage or loss, we will pay for the reasonable costs of temporary measures to safeguard your property, to prevent further damage or loss (eg the hiring of security guards).

Compensation is limited to the amount noted in the policy schedule.

This extension will not apply to any event for which a claim is made under the "security guard" extension under Contents cover.

**Loss of water**

We will compensate you for amounts that you owe local authorities for water that has been lost due to leaking pipes, provided:

- The local authorities calculate the amounts.
- The reading is at least 50% more than the average reading of the four (4) readings preceding it.
- When a leak is discovered either by physical evidence or on receipt of an unusually high-water account, you have taken immediate steps to trace and repair the leaking pipes.
- Losses are limited to a maximum of two (2) months in a calendar year.

**Accidental damage**

We will cover you for accidental loss or damage to the building. The amount payable is limited to the amount noted on the policy schedule.

**Limited subsidence and landslip cover**

We will cover you for destruction or damage to the buildings caused by landslip or subsidence of the land supporting the buildings, excluding:

- destruction or damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts, fences, driveways, paving, swimming pool, swimming pool surrounds and tennis courts;
- damage caused because of the contraction and/or expansion of soil due to the moisture or water content of such soil as is experienced in clay and other similar types of ground;
- damage that existed on the commencement of the policy;
- damage caused because of or exacerbated by faulty design or inadequate compaction of filling or construction or the removal or weakening of support to the building;

- damage caused because of alterations, additions or repairs to the insured building; and
- damage caused because of excavations on or under land other than mining operations.
- a rise in the underground water table or pressure caused by it.
- defective design, materials or workmanship; and
- normal settlement, shrinkage or expansion of the soil supporting the structures.

If required, you must prove that the loss or damage being claimed for was caused by landslip or subsidence. You are responsible for the first amount payable noted in the policy schedule.

We will **not** pay for any cost incurred to prevent further destruction or damage by landslip or subsidence unless the appropriate design precautions were implemented during original construction of the premises and any subsequent additions to the premises.

**Power surges and dips cover**
We will compensate you for loss or damage caused to buildings by power surge and dips.

Compensation is limited to the amount noted on the policy schedule.

**Disabled modification**
If you or any family member who normally lives with you, suffers permanent disablement that requires permanent use of a wheelchair, we will pay for alterations to the buildings to facilitate that person's wheelchair mobility.

The disability must be caused by violent, accidental, external and visible means occurring during the period of insurance. This extension of cover only applies once and does not accumulate for injury to more than one person. The amount payable is limited to the amount noted on the policy schedule.

**Upgrading security systems**
Following a loss or damage to a building by an insured event (where security has been compromised as a result), we will provide pay for an upgrade to the security systems.

Compensation is limited to the amount noted on the policy schedule.

**Removal of fallen trees (where there is no damage to the buildings)**
We will pay the reasonable cost to remove fallen tree(s) from the private residence when totally or partially uprooted. It is not a requirement of this cover that the tree(s) should have caused damage to the buildings.

The amount payable is limited to the amount noted on the policy schedule. *(If there is damage to the buildings by fallen trees the removal is covered up to the 10% limit allowed for under the debris removal extension.)*

**Temporary removal of fixtures**
We will pay for loss or damage to permanent fixtures while temporarily removed from the buildings to another building for restoration, renovation, repair or safekeeping. This extension does not apply when the fixtures have been removed for a period exceeding sixty (60) days.

**Electrical or mechanical breakdown**
We will pay for electrical or mechanical breakdown or derangement of fixed filtration plant or water pumping machinery, Jacuzzis, electrical doors and gates.

The amount payable is limited to the amount noted on the policy schedule.

We will **not** cover loss or damage caused by wear and tear, gradual deterioration or rust. This cover does **not** include any automatic swimming pool cleaning equipment.

Compensation is limited to the amount noted on the policy schedule.

## Optional extensions of cover

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

**Comprehensive subsidence and landslip cover**
We will compensate you for destruction or damage to the buildings caused by landslip or by subsidence or heave of the land supporting the buildings, provided the destruction or damage does **not** arise from:

- excavations other than mining excavations;
- faulty construction, removal or weakening of supporting pillars;
- volume changes in clay-based soil or in rock caused by changes in the moisture levels;
- a rise in the underground water table or pressure caused by it.
- alterations, additions or repairs to the buildings;

- the poor compaction of soil used to fill areas under the paving and floors;
- defective design, materials or workmanship; and
- normal settlement, shrinkage or expansion of the soil supporting the structures.

Cover is subject to:
- The submission of a geotechnical report done and signed off by a geological engineer (geo-engineer), a geotechnical engineer or an engineering geologist.
- The building foundations and construction being designed and approved by a licenced structural engineer.
- Momentum Insure's approval.

We will **not** cover destruction or damage to:
- solid floor slabs or to any other part of the premises resulting from the movement of such slabs, unless the foundations supporting the external walls of the private residence or its domestic outbuildings are damaged by the same cause at the same time; and
- swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences unless the private residence or its domestic outbuildings are damaged by the same cause at the same time.

We will **not** be liable for work necessary to prevent further destruction or damage due to subsidence, heave or landslip, unless appropriate design precautions were implemented during the original construction of the premises and any subsequent additions to the premises.

You will be liable for the excess noted on the policy schedule.

**Extended power surges and dips cover**

We will compensate you for loss or damage caused to buildings by power surge and dips.

Compensation is limited to the amount noted on the policy schedule.

**Extended electrical and mechanical breakdown**

We will pay for electrical or mechanical breakdown or derangement of fixed filtration plant or water pumping machinery, Jacuzzis, electrical doors and gates.

Compensation is limited to the amount noted on the policy schedule.

**Cover for unoccupied buildings**
We will cover you for loss or damage if your building is unoccupied for a period of more than sixty (60) consecutive days. There must be visible signs of violent and forced entry or exit following theft or attempted theft.

## Exclusions applicable to cover for unoccupied buildings

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

## Specific exclusions

1. Loss or damage caused by:
- subsidence, ground heave or landslip (cover can be purchased under optional extensions of cover);
- wear and tear, gradual deterioration or rusting excluding wear and tear on pressurised pipes and water heating systems;
- cracking of the structure of the premises (unless such cracking results from external causes which are not otherwise excluded);
- scorching;
- frost, roots or weeds;
- any scratching, chipping, cracking, denting, biting, tearing, dirtying and chewing or soiling;
- any process of cleaning, restoring, altering or renovation of the property;
- any gradually operating causes; and

2 Loss or damage relating to your profession, business or farming operations.

3. Lack of maintenance.
Any loss or damage directly or indirectly resulting from a lack of maintenance. It remains the homeowner's duty to maintain his/her property to prevent loss, damage or liability. It is recommended for homeowners to regularly inspect their houses to identify where maintenance is required and to conduct the required maintenance.

*Example: If you do not ensure all gutters are regularly cleaned, the build-up of leaves or other debris can cause water puddles on the roof, resulting in both rotting and leaks.*

4. Defective design, construction or materials
Any loss or damage directly or indirectly resulting from faulty design, construction or materials. It remains the homeowner's duty when buying or renovating a property,

to take all reasonable steps to ensure that the structures' design, construction or materials are not faulty or defective since this may result in a claim being rejected.

*Example: If your boundary wall collapses during a storm because it does not have the required weep holes as per building regulations for stormwater to drain, your claim may be rejected.*

5. Loss of water from swimming pools.

6. Loss or damage caused intentionally by you or any family members normally living with you or that occurs with your knowledge.

7. Loss or damage to temporary structures which do not adhere to national building regulations or similar laws at the time of the building loss or damage.

8. Loss or damage to underground pipes, tennis courts, driveways, patios, steps, boundary walls or swimming pools caused by roots and weeds.

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

10. Liability arising from contract or agreement, unless you would have had the same liability had you not entered into the same contract or agreement.

11. When the buildings are being erected or structurally altered, cover for loss or damage is limited to the following causes:

- Fire, lightning, explosion, earthquake, impact by animals, aircraft or vehicles, malicious damage, theft if accompanied by forcible and violent entry; and
- storm, wind, hail or snow.

12. Existing damage

- There is no cover for any existing damage, which occurred prior to the incident or when your cover started.

13. There is no cover for vacant, empty, abandoned or illegally occupied buildings, due to:

- Theft, attempted theft and other intentional acts.
- Fire and explosion.
- Accidental damage.

14 . Pests and vermin

We will not pay for loss or damage to your building caused by pests and vermin.

# 5. Contents cover

## Make sure what's important to you is safe by ensuring that you understand your Contents cover.

### Key terms

**You/your/yours/yourself:** this means the person whose name and address are on the policy schedule, together with anyone who normally lives with that person, excluding tenants.

**The premises:** this means the address shown on the policy schedule.

**Personal contents:** this means all moveable personal property inside your home and outbuildings that belong to you or that you are legally responsible for. Outbuildings, whether they are separate from the home or not, include garages, domestic quarters and storerooms.

Cellphones and wearable devices such as smart watches are also covered under the Contents section while at the address noted on the schedule. Cover is limited to the amount noted on the policy schedule.

**Contents used for business:** this means all moveable property at the premises which is owned by your business, that you operate from home or for which your business is responsible. Cover is limited to the amount noted on the policy schedule.

### The insured value

The insured value noted on your schedule is the maximum amount we will pay in the event of a claim, less the excess and any dual insurance and underinsurance. You need to insure your contents for its total replacement value. This is the cost of replacing your lost or damaged items with new ones. Should you insure the contents for an amount less than its replacement value, we will pay you proportionately upon validation of your claim.

*For example: If the correct total insured value of the contents at the time of a claim is R400 000 and you insure it for R200 000 you will be compensated for 50% of your loss.*

**Please note:**

- Cover for furs, jewellery, gemstones, watches and articles of platinum, gold or silver is limited to the amount shown on your policy schedule.

## Your responsibilities

To enjoy continuous cover, you need to adhere to the following requirements:

1. Inform us immediately of important changes, when:

- You move and your address changes.

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

- Your home is unoccupied for any period longer than sixty (60) consecutive days.
- Your home is let or sublet.

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

## Cover options we provide under Contents cover

You may insure your contents for only one of the options below:

**1. Comprehensive Contents cover:**
Loss or damage to personal and business contents including accidental damage arising from any event.

**2. Contents cover excluding theft**
Loss or damage to personal and business contents including accidental damage arising from any event, excluding loss or damage arising from theft.

## Extensions of cover

These extensions are automatically included at no additional premium.

**Personal contents temporarily away from the home**
Your personal contents are covered for loss or damage by the causes described in your selected cover option (1 or 2), when they are temporarily away from home:

- in your room at any hotel, inn, lodging house, club, nursing home, hospital or school where you may be living at the time of the loss or damage or where your property is deposited for safety (this includes bank safe deposits or storage facilities);
- in any office, business or trade premises where you work;
- in any laundry or other trade premises for the purpose of being made up, altered, renovated, repaired, cleaned or dyed;
- in any other inhabited private home; and
- anywhere in the Republic of South Africa, when it is in transit to or from any bank safe deposit or storage facility.

*Examples of goods that can be temporarily removed are coffee machines, satellite decoders etc., and this will exclude high value items that you take out of the home with you daily, like cellphones and jewellery, which should be covered specifically under the Portable Possessions section.*

**Limited subsidence and landslip**
Damage caused by the downward movement of land resulting from natural shifts or human activity, causing structural damage to your property.

**Transport of furniture**
Loss or damage to furniture by the causes described in your selected cover option (1 or 2), when you are transporting them along a reasonably direct route to your home after purchase. The furniture is also covered when you are transporting it along a reasonably direct route to be repaired or renovated.

Compensation is limited to the amount noted on the policy schedule.

**Transport of groceries**
Loss or damage to groceries by causes described in your selected cover option (1 or 2), when transporting them along a reasonably direct route to your home after purchase.

Compensation is limited to the amount noted on the policy schedule.

### Contents cover as a tenant

If you are a tenant, you will not lose your cover for household contents by any act or omission on the part of the owner of the premises, provided you notify us as soon as such an act or omission comes to your knowledge and pay on demand any additional premium we require.

### Loss of rent / Temporary accommodation

If loss or damage, insured under this section, results in you being unable to live at the premises, we will compensate you as follows for a period necessary to make the building suitable to live in again, subject to proof of rental invoice (provided that the amount does not exceed 25% of the sum insured under this section):

- if you occupy the premises, we will pay you for alternative accommodation of similar value and location ; or
- we will pay you for loss of rent you would have received if the building is let or sublet, based on the annual unfurnished rent income of the premises.

If loss of rent is covered under both the Buildings section and the Contents section for the same occurrence, we will indemnify you under one of the relevant sections only. If the policy schedule specifies more than one premises, the 25% compensation limit will apply separately to each premises.

### Cover for tenants' fixtures and fittings

We cover fixtures and fittings that belong to you as a tenant, not the owner of the private residence.

Compensation is limited to the amount noted on the policy schedule.

### Fire brigade charges

We will compensate you for any reasonable costs charged by an authorised body extinguishing a fire to prevent or reduce loss or damage to your building.

Compensation is limited to the amount noted on the policy schedule.

### Clearance costs

We will compensate you for the cost of removing debris and in providing, erecting and maintaining hoarding required during demolition, site clearing and/or building operations following destruction or damage to the contents by an insured event.

These additional costs are limited to the amount noted on the policy schedule.

**Security guards**
When an event occurs at your premises that makes you vulnerable to further damage or loss, we will pay for the reasonable costs of temporary measures to safeguard your property, to prevent further damage or loss (eg the hiring of security guards).

Compensation is limited to the amount noted in the policy schedule. This extension will not apply to any event for which a claim is made under the "security guard" extension under Buildings cover.

**Loss of water**
We will compensate you for amounts that you owe local authorities for water that has been lost due to leaking pipes, provided:

- The local authorities calculate the amounts.
- The reading is at least 50% more than the average reading of the four (4) readings preceding it.
- When a leak is discovered either by physical evidence or on receipt of an unusually high-water account, you have taken immediate steps to trace and repair the leaking pipes.
- Losses are limited to a maximum of two (2) months in a calendar year.

**Accidental damage**
We will provide compensation for accidental damage of contents at the premises up to the amount noted on the policy schedule.

**Claims preparation costs**
We will pay you back for expenses you incur to get any information or documents that we may need to process your claim.

The amount payable is limited to the amount noted on the policy schedule.

**Moving house**
We will compensate you for the loss or damage to contents being transported to a new permanent address.

**Resultant damage to contents due to water heating system and pipes (wear and tear)**
Loss or damage caused to contents by bursting, leaking or overflowing of water heating systems or pipes due to wear and tear, faulty workmanship or defective design.

Compensation is limited to the amount noted on the policy schedule.

### Visitors' and employees' belongings

We will compensate any visitor or employee (not being your tenant or domestic employee) for loss or damage to their personal belongings occurring at the premises.

Compensation is limited to the amount noted on the policy schedule.

### Money

Loss or damage to money following an insured event.

Compensation is limited to the amount noted in the policy schedule.

## Exclusions applicable to money

We will **not** provide cover for money, that is covered on any other insurance policy.

### Gifts at the premises

We will pay for loss or damage to gifts and additional provisions at your residence occurring one month before and one month after a wedding, anniversary, birthday, religious or other celebration.

Compensation is limited to the amount noted on the policy schedule.

### Contents at residential care for parents

We will pay for loss or damage to personal contents belonging to a parent or grandparent of the insured named on the schedule or spouse, while in a nursing home, old age home or residential care home in which the parent or grandparent is a  resident.

Compensation is limited to the amount noted in the policy schedule.

### Contents at educational residence for children

Loss or damage to personal belongings of scholars or students whilst they are temporarily living in a boarding school, university or any other student accommodation. Theft cover is subject to forcible and violent entry to the building.

Compensation is limited to the amount shown on the policy schedule.

### Veterinary expenses

We will pay veterinary expenses per domestic animal for injury that arises from a motor accident.

Compensation is limited to the amount shown on the policy schedule.

**Swimming pool and gate machinery**
We will compensate you for loss or damage to the machinery of swimming pools, Jacuzzis, boreholes, electrical doors and gates at the premises.

We will **not** cover loss or damage caused by wear and tear, gradual deterioration or rust (although this does not exclude cover for loss or damage resulting from these causes).

This cover also does **not** include any automatic swimming pool cleaning equipment.

Compensation is limited to the amount shown in the policy schedule.

**Refrigerator and freezer contents**
We will compensate you for deterioration of food contained in any refrigerator/deep freeze unit in the premises when caused by change in temperature as a result of an accidental event.

Compensation is limited to the amount shown on the policy schedule.

## Exclusion applicable to refrigerator and freezer contents

This cover excludes loss or damage caused by the purposeful withholding of the power supply by the public authorities (this will include, but is not limited to, load shedding or power being suspended due to non-payment of utilities account ).

**Locks and keys**
We will compensate you for reasonable costs as a direct result of loss or damage to keys or locks (including electronic locks, remote alarm or security controllers) belonging to the premises shown on your policy schedule.

**Theft of clothing on the washing line**
We will compensate you for any one event in respect of theft or attempted theft of clothing when it is on the washing line at your premises.

Compensation is limited to the amount noted on the policy schedule.

**Damage to your garden**
You are covered for the replacement of trees, plants or shrubs on the premises following damage by fire, fire extinguishing operations, explosion, impact by vehicles, aircraft or other

aerial devices and articles dropped from them or any act committed by anyone with the intention of causing loss or damage.

Compensation is limited to the amount noted on the policy schedule.

**Property in the open**
Cover for loss or damage to goods designed to be in the open such as patio furniture and jungle gyms, because of an insured event.

Compensation is limited to the amount noted on the policy schedule.

**Documents**
We will compensate you for loss or damage to your business and personal documents. We will only be responsible for the value of materials and the cost of labour in reinstating the documents or obtaining duplicates and not for the value of the content to you.

Compensation is limited to the amount noted on the policy schedule.

**Individual coins and stamps**
We will provide cover for any one stamp or coin forming part of a stamp or coin collection, medals or Krugerrands. Proof of valuation must be provided upon request.

Compensation is limited to the amount noted on the policy schedule.

**Power surge and dips cover**
We will compensate you for loss or damage caused to contents by power surge and dips.

Compensation is limited to the amount noted on the policy schedule.

## Optional extensions of cover

The following is only covered if noted on your policy schedule and an additional premium is charged.

**Theft cover for unoccupied buildings**
We will provide cover if the buildings are unoccupied for more than sixty (60) consecutive days. There must be visible signs of forced entry to the building for theft cover to apply to your personal contents.

**Comprehensive subsidence and landslip**
Damage caused by the downward movement of all soil types resulting from natural shifts or human activity, causing structural damage to your property, subject to:

- The submission of a geotechnical report done and signed off by a geological engineer (geo-engineer), a geotechnical engineer or an engineering geologist.
- The building foundations and construction being designed and approved by a licenced structural engineer.
- Momentum Insure's approval

There is no cover for damage relating to subsidence caused by:

- Excavations other than by mining activities.
- Faulty construction, removal or weakening of supporting pillars.
- Normal settlement, shrinkage or expansion of the soil supporting the structures.
- A rise in the underground water table or pressure caused by it.
- Alterations, additions or repairs to the building.
- Defective design, materials or workmanship.
- Volume changes in clay-based soil or in rock caused by changes in the moisture levels.
- The poor compaction of soil used to fill areas under paving and floors.

There is no cover for additional underpinning of foundations necessary to prevent further damage.

**Property away**
We will compensate you for loss or damage when your personal property that you normally wear or that is designed to be held or carried by you and personal equipment normally worn or used by the person participating in sport or hobbies, when temporarily away from your residence anywhere in the world (excluding property used for business, trade and professional purposes, money and negotiable instruments, drones and hobbyists' models and toys).

Compensation is limited to the amount noted on the policy schedule.

**Extended power surges and dips cover**
We will compensate you for loss or damage caused to contents by power surge and dips.

Compensation is limited to the amount noted on the policy schedule

## Specific exclusions

**1. Loss or damage is not covered when caused directly and solely as follows:**

- by theft or wrongful use by any tenant or subtenant or paying guest of yours or by any family or domestic employee of your tenant or subtenant or paying guest
- by gradual deterioration (this does not exclude loss that is insured by the refrigerator and deep freeze contents extension of cover);
- by rot, rising damp, mildew, rust, corrosion or decay;
- by scorching, or defacing;
- by any process of cleaning, restoring, altering, renovating, repairing or dyeing;
- by any scratching, chipping, cracking, denting, biting, tearing, dirtying and chewing or soiling;
- by theft at the premises of property that is not inside a building (this does not exclude loss that is insured by the property in the open extension of cover);
- defects in the design or construction of the building, defective workmanship or material or where the relevant local authority would not have approved the structure at time of construction; and
- lack of maintenance.

**2. Unoccupied buildings not covered for theft**

There is no theft cover whilst the building is unoccupied and not being lived in for more than sixty (60) consecutive days unless the optional extension of cover has been selected.

**3. Vacant, abandoned or illegally occupied buildings**

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

- Theft, attempted theft and other intentional acts;
- Fire and explosion; or
- Accidental damage.

**4. Faults and breakdowns not covered**

Loss or damage is **not** covered for property when caused by its own electrical or mechanical fault or breakdown.

**5. Loss or damage is not covered for:**

- motor vehicles, caravans, trailers, yachts, motorised watercraft and accessories in/on any of them;
- animals;
- deeds, cheques, coins, stamps, personal documents, bonds (other than negotiable instruments), bills of exchange, promissory notes and securities for money;

- property which is more specifically insured;
- the cost of reinstating data or programs of computers;
- counterfeit goods;
- property in vacant, abandoned or illegally occupied buildings.

**6. Theft and other intentional loss or damage:**

- Any loss or damage suffered because of any person with unaided access to your buildings or premises is not covered. Unaided refers to free access with no owner consent needed to gain entry, for example; employees with their own set of keys.
- Caused intentionally by you, family members you normally live with or your tenant that occurs with your knowledge or consent is not covered.

**7. Tenants' contents and belongings**

Any loss or damage to tenant's contents is not covered.

**8. Pests & vermin**

We will not pay for loss or damage to your contents caused by pests and vermin.

# 6. Portable possessions cover

Know that your valuables and treasured items are safe wherever you go with them.

## Key terms

**You/your/yours/yourself:** this means the person whose name and address are on the policy schedule, together with anyone who normally lives with that person, excluding tenants.

**Property insured:** this means property which falls into any of the following categories:

## Unspecified portable possessions

These are items you wear or carry with you; these could change from day to day and it would be impossible to list them each time you need them covered. These items are therefore automatically covered for the overall maximum value you choose (this includes household goods-in-transit). Within this overall limit there is a maximum value per item, which is noted on your policy schedule.

Cellphones and wearable devices such as smart watches are also covered under unspecified portable possessions up to the amount noted on the policy schedule.

*Examples of unspecified portable possessions include handbags, briefcases, prescription glasses, sunglasses, clothing, baby push carts and car seats.*

## Specified portable possessions

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

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

*For example: As a working person you may normally carry a bag or case, which contains your purse or wallet, a cellphone, a diary and some personal items. You would insure these in the following way, assuming that the maximum value per item for Unspecified portable possessions cover is R3 500:*

*The items valued at more than R3 500 each must be covered as Specified portable possessions as follows:*

- *Cellphone R5 000*
- *Leather bag R4 600*

## Caravan contents

Caravan contents and/or camping equipment including household goods temporarily used for holiday purposes, but excluding property described above under Specified portable possessions.

## Stamps and coins

Stamps, coins, medals and Krugerrands, with compensation limited up to R5 000 per item, unless otherwise agreed to by us.

## The insured value

The insured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance. You need to insure your possessions for the new replacement value of each item. This is the cost of replacing your lost or damaged items with new ones.

## Types of cover we provide:

**1. Personal portable possessions cover**

- Loss or damage to Specified personal portable possessions whilst at or away from your premises, anywhere in the world.
- Unspecified portable possessions cover will only be applicable away from the risk address noted on your schedule.
- Items inside a vehicle.

If items are left inside the vehicle cover for loss or damage caused by theft of these items is provided for as long as there is visible signs that the vehicle was broken into. If there is no sign of forced entry into the vehicle, an additional excess will be applied.

If entry to the locked vehicle was gained by electronic remote jamming and there is CCTV footage to confirm, the additional excess is waived.

**Optional cover**
The following is only covered if it is noted on your schedule and an additional premium is charged.

**Express delivery and overtime**
Cover is provided for costs for express delivery, overtime on Sunday, and holiday rates of wages in connection with repair, reinstatement, or replacement of equipment noted on your policy schedule.

Compensation is limited to the amount noted on the policy schedule.

**Reconstitution of programs and/or data**
Cover is provided for costs and expenses incurred in the recompilation of data and/or programs recorded on data-carrying media on the item noted on your policy schedule, which are lost because of accidental erasure.

Compensation is limited to the amount noted on the policy schedule for any one event.

We will **not** provide cover for loss caused by program errors, computer viruses, incorrect entry or the accidental cancellation or corruption of data.

**Replace incompatible licensed software**
If the equipment noted on your policy schedule is damaged and it cannot be repaired and we replace it, cover is provided to replace your licensed software that is incompatible with the replacement.

Compensation is limited to the amount noted on the policy schedule.

### Exclusion applicable to incompatible licensed software

We will **not** provide cover for:
- Failure of items within their manufacturer's warranty or maintenance and/or lease agreement.

- Loss or damage caused by wear and tear or gradually operating causes, development of poor contacts, or scratching of paint or polished surfaces.

- Failure of parts having a short life such as (but not limited to) X-ray tubes, bulbs, valves, fuses, or contacts. However, if such parts are damaged because of an accident to other parts of the insured property, we will compensate you for the remaining value of such parts.

- Loss of use of the insured property, or other consequential loss, damage, or liability of any kind, other than losses specifically covered in this section.

**Liability to other people**

Cover is provided for amounts where you are legally liable for injury, death and damage to property belonging to other people caused by your personal portable possessions insured under this section of the policy.

Compensation is limited to the amount noted on the policy schedule.

## Exclusion applicable to liability to other people

We will **not** provide cover for:

Liability arising from:

- Any trade, business or profession.
- The use of weapons and firearms.
- Damages and legal costs awarded against you by a court in USA or Canada.
- Cover extended by legislation or other insurance contracts.

## Specific exclusions

The following is **not** covered:

- Failure of items within their manufacturer's warranty period.
- Money and/or negotiable instruments, stamps and coins (unless specified).
- Loss due to depreciation in value of money.
- Property used for business, trade or professional purposes (unless specified).
- The cost of reproducing sounds, data and images on tapes, records, film or magnetic media or any other electronic media.
- Motor vehicles, trailers, caravans, hang gliders, air and watercraft.
- Property more specifically insured.

- Property damaged by undergoing of cleaning, restoring altering, renovation, repair or dyeing; wear and tear or gradual deterioration; or its own electrical or mechanical fault or breakdown.
- Loss or damage caused intentionally by you or any family members that usually live with you.
- Racks, carriers or other items on a vehicle unless secured or locked to the vehicle or rack when it is unattended.
- Any loss or damage to tenant's contents is not covered
- Property under the custody and control of a courier or third-party carrier.

# 7. Personal enthusiasts cover

Protect the things in life that get your blood pumping.

## Key terms

**You/your/yours/yourself:** this means the person whose name and address are on the policy schedule, together with anyone who normally lives with that person.

**Property insured:** this means hobby equipment and apparel which falls into any of the following categories:

- **Pedal cycles**

*Examples include: road bike, mountain bike, time trial bike, track bike, tandem bike, BMX bike, trail bike, tricycle, hand cycle, electronic bike.*

- **Photographic equipment and apparel**

*Examples include: compact cameras, DSLR cameras, mirrorless cameras, action (adventure) cameras, 360 cameras, medium format cameras, traditional film cameras, digital cine cameras.*

- **Horse-riding equipment and apparel**

*Examples include: saddles, bridles, helmets, riding boots.*

- **Golf equipment and apparel**

*Examples include: golf bags, clubs, carts, umbrellas, tees, rangefinders.*

- **Hunting/shooting/fishing equipment and apparel**

*Examples include: firearms, rods, reels.*

- **Any other hobby equipment and apparel used for indoor or outdoor sports and activities.**

## Details of the cover we provide

We will compensate you when any of your insured property is lost or damaged away from your home. Compensation will be based on the current new replacement cost and limited to the amount noted on the policy schedule.

The amount noted on the policy schedule should be the total estimated value of the property used in pursuing your hobby during any one event:

*For example: If you own 10 bikes with a total value of R100 000, with the value of each bike being R10 000. On any day, you are more likely to take with, at most, three bikes out of your home. The sum insured should be R30 000. This is the maximum value you are more likely to lose in the event of a loss or damage. The remainder of the bikes will be covered under the Contents section when in your home.*

## Specific conditions

**Proof of ownership, value and inspection of damaged property**
You need to:
- Prove ownership and value of any item for which you are claiming.
- Make damaged items, for which you are claiming, available for inspection in order to substantiate the extent and nature of the damage.

**Use of the equipment**
The equipment may only be used for social, domestic and professional purposes but **not** for commercial purposes. If a loss occurs when the equipment is being used other than in accordance with the above, cover will not be provided.

**Items inside a vehicle**
If items are left inside a vehicle, cover for loss or damage caused by theft of these items is provided for as long as there are signs that the vehicle was broken into. If there are no signs of forced entry, an additional excess will be applied.

If entry to the locked vehicle was gained by electronic remote jamming and there is CCTV footage to confirm, the additional excess will be waived.

## Exclusion applicable to items inside a vehicle

- Loss or damage to computer, audio/video and photographic equipment left unattended in the loading area is excluded from cover.

If entry to the locked vehicle was gained by electronic remote jamming and there is CCTV footage to confirm, the additional excess will be waived.

**Racks, carriers and other items on a vehicle**
Theft cover is only provided if the racks or carriers and items on the same are secured to the vehicle when it is unattended.

## Specific exclusions

The following is **not** covered:

- Loss due to depreciation in value of money;
- Any other property other than hobby equipment or apparel;
- Loss or damage caused maliciously by you or member of your household or which occurs with your consent or knowledge;
- Failure of items within their manufacturer's warranty period;
- Loss or damage caused by bursting of incorrect or overcharged ammunition in firearms or guns;
- Property damaged by undergoing of cleaning, restoring, altering, renovating, repairing or dyeing; wear and tear or gradual deterioration; or its own electrical or mechanical fault or breakdown;
- Chipping, scratches, disfiguration or discolouration;
- Motor vehicles, trailers, caravans, hang gliders, air (including drones and radio-controlled aircraft), and watercraft;
- Property under the custody and control of a courier or third party carrier;
- Property used for business, trade, or professional purposes (unless specified);
- The cost of reproducing sounds, data and images on tapes, records, film, magnetic media or any other electronic media.

# 8. Personal liabilities cover

Keep your future safe with cover from personal liability claims.

## Key terms

**You/your/yours/yourself:** this means the person whose name and address are on the policy schedule, together with anyone who normally lives with that person.

## Details of cover

**Personal liability**

If you become legally liable to pay a claim in respect of accidental death or bodily injury or illness or accidental loss or damage to property, arising from an event, occurring during the period of insurance, we will compensate you for any one claim or series of claims arising out of any one event. This compensation includes any costs and expenses incurred with our prior written consent.

Cover is provided anywhere in the world excluding United States of America (USA) and Canada.

Payments under this policy will be payable in the currency of the Republic of South Africa.

Compensation is limited to the amount noted on the policy schedule.

## Extensions of cover

These extensions are automatically included at no additional premium.

**Each insured person is covered individually for the same claim**

If more than one insured person is included in any claim, the cover will apply as though separate policies had been issued to each person.

**Tenants**

If you become legally liable as tenant and not as an owner, we will compensate you (inclusive of costs and expenses incurred with our consent), for any one claim or series of claims arising out of any one event, for loss or damage to:

- the premises noted under the Contents section; and
- water, gas, sewerage, electricity or telephone connections to the same premises.

**Domestic Employees**

We will cover you for liability where you are legally liable for the death or bodily injury to any of your domestic employees caused by an accident while he/she was working for you. This includes legal costs which someone else can recover from you and which we agree to either settle or defend a claim against you.

Compensation is limited to the amount noted on the policy schedule.

**Wrongful arrest**

If you become legally liable to pay damages resulting from the wrongful arrest or wrongful searching of any person (including assault in connection with the arrest or search), we will compensate you for any one claim or series of claims arising out of any one such event.

Cover is limited to two (2) events in a calendar year and compensation is limited to the amount noted on the policy schedule.

**Contracts with companies**

We will cover liability that you assume in terms of a written contract entered into with persons or organisations providing security, armed response or garden services at the premises insured under the Buildings and Contents section.

**Fraudulent use of credit, debit, and SIM cards**

We will compensate you for liability or loss arising from fraudulent use of your credit, debit, or SIM (subscriber identity module) cards by any person who is not a member of your family or anyone who usually lives with you. The loss of such cards must be reported to the issuing organisations as soon as possible and you must have complied with the conditions of issue applicable to the cards.

Compensation is limited to the amount noted on the policy schedule.

## Optional extensions of cover

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

**Identity theft**
This covers the unauthorised or illegal use of your personal information to obtain a loan or open credit accounts in your name without your authorisation.

We cover the reasonable legal expenses that you incur as a direct result of identity theft to:
- defend any civil or criminal action against you;
- remove any civil or criminal judgement wrongfully entered against you; and
- challenge any inaccurate or incomplete information in your consumer credit report if this information was falsely provided to the credit agency or financial institution.

Conditions specific to identity theft cover:
- You must notify the police and your banks, financial institutions and other financial services providers of the identity theft within 24-hours of the time you discover the identity theft.
- You must co-operate with us inspecting your accounting and financial records and help us to enforce any legal rights you or we may have in relation to the identity theft.
- You must send us copies as soon as is reasonably possible of any demands, notices, summonses, complaints or legal papers that you receive in connection with a loss covered under this section.
- If you make a claim for lost income, you must provide us with proof from your employer that you took unpaid leave.

Compensation is limited to the amounts noted on the policy schedule.

**Veld fire liability**
We will provide cover for legal liability resulting from damage to other people's property, bodily injury or death caused by the spreading of a veld or forest fire.

Compensation is limited to the amount noted on the policy schedule.

We will **not** provide cover if you do not comply with legislation such as the National Veld and Forest Fire Act.

**Legal costs**

We will compensate you for costs arising from civil litigation instituted by or against you as well as costs to defend against criminal charges brought against you.

Compensation is limited to the amount noted on the policy schedule.

## Exclusion applicable to legal costs

We will **not** be liable for costs arising from actions:

- between parties insured by this section;
- between yourself and us.
- Legal action that commenced before inception of this cover

## Specific exclusions

We will **not** be liable for costs arising out of:

- Your participation in racing involving the use of any power-driven vehicle, vessel, craft or aircraft or any professional sporting event (unless you are participating as an amateur) or while practicing, training or undergoing any trial in relation to any such activity.
- Any traffic offence for which an admission of guilt is determined.
- Any incident involving a motor vehicle owned or used by you, when:
  - You or the driver driving with your authority, are convicted of a criminal charge relating to the driving of a vehicle under the influence of alcohol or drugs;
  - You or the driver driving with your authority, are not in possession of a valid driving license or other permission to drive a motor vehicle in terms of the licensing laws in force within the territorial limits;
  - The motor vehicle is not in a roadworthy condition;
  - The motor vehicle is not insured (or exempted) in terms of the compulsory motor vehicle insurance enactment in force in the territories in which this insurance is effective; and
  - The vehicle is not licensed (or exempted) in terms of the applicable provincial or government ordinance.
- Your use of a motor vehicle for hire or reward (this does not exclude vehicle-sharing)
- Your trade, business or profession (this does not exclude actions arising out of a contract of employment entered by you).
- Copyrights, patents, trademarks or trade names, including any infringements.
- Your alleged acts or omissions of violence, dishonesty or indecency.

- Matters of status including, but not restricted to divorce, custody, maintenance, guardianship, curatorship and similar proceedings.
- Defamation and injuria.
- The ownership of any land or building other than:
    - The premises stated in the policy schedule under the Buildings and Contents section; or
    - Any residential property temporarily occupied by yourself.
- The use of weapons and firearms.
- Cover extended by legislation or other insurance contracts.
- Damages and legal costs awarded against you by a court in the USA and Canada.
- Liability for loss or damage to property belonging to or in the custody and control of yourself or your domestic employees.
- Liability arising out of your dishonest, fraudulent, malicious acts or physical assault.
- Any liability accepted by agreement on your part, unless the liability would have existed despite that agreement.
- Liability arising out of or incidental to:
    - The ownership or use by you or your domestic employees (except use as a passenger having no right of control) of any watercraft, aircraft, trailers, caravans or motor-powered vehicles other than the following: yachts (on inland waters or ashore), rowing boats, surfboards, sailboards, paddle surf skis and the like, hobbyists' models and toys, gardening implements and golf caddy carts.

# 9. Personal accident cover

Safeguard you and your loved ones against life's unforeseen twists and turns.

## Key terms

**You/your/yours/yourself:** this means the person whose name and address are on the policy schedule, together with anyone who normally lives with that person.

**Insured person:** this means you, your children and spouse, together with anyone who normally lives with you. Only persons between the age of fourteen (14) and seventy (70) years may be placed on cover.

**Compensate/compensation:** this refers to the amount payable for any approved claim as set out in this section.

## Details of the cover

**You are covered in the event of death or permanent disablement as a result of an accident.**

This cover applies when an insured person sustains bodily injury by violent, accidental, external and visible means occurring anywhere in the world and the injury is the sole and direct cause of death or disablement. The death or disablement must occur within 24-months of the date of the accident. In this event we will pay compensation as noted below. Compensation for injury will be paid to the insured person and in the event of death, payment will be made to his/her estate or legal personal representatives.

**Provisions relating to your compensation:**

| Item | Benefit |
|---|---|
| **A. Death** | The insured amount noted on the policy schedule. |
| **B. Permanent disablement** | A percentage of the insured amount calculated as set out in the table of percentages. |

Table of percentages and benefit table that apply to permanent disablement is noted on your policy schedule.

**Notes on the table of percentages and benefit table:**

- Permanent loss of use of body part will be treated as loss of that part.
- Where the injury is not specified, we will apply a percentage of disablement that is consistent with this table.
- Permanent disablement means disablement which entirely prevents the insured person from engaging in or giving attention to his/her usual occupation and any other occupation to which he/she is suited by education, training or background.

If a claim is made for a person under both items A and B, the maximum compensation we will pay is the sum insured for either death or permanent disablement, whichever is greater.

This insurance ceases for each person for whom compensation has been paid under item A or who has been paid a settlement of 100% of the insured amount under item B.

Although the cover depends on death or disablement occurring within 24-months of the accident, these 24-months do not include any period(s) where death of the insured person is delayed solely by the use, for any period(s) of more than 3-consecutive days, of life support equipment.

Personal accident benefits are not transferable to any other party. Our duty of settlement is discharged when a receipt for compensation is given by the insured person or his/her legal personal representative.

You must give notice to us of any physical infirmity that, to your knowledge, affects any insured person. You must notify us immediately upon any change to a more hazardous occupation by any insured person.

## Extensions of cover

These extensions are automatically included at no additional premium.

**Presumed death following a disappearance of the insured person**
The presumption of death, by a court of law, following the disappearance after an accident involving any vehicle, air or watercraft in which the person was travelling, shall be grounds for a compensation. If the insured person is found to be living at any time after payment has been made in a settlement of a claim, any sums we have paid in settlement of the claim shall be refunded to us.

**Exposure to the insured person**
Cover is extended to include death or bodily injury resulting from starvation, thirst and/or exposure as a direct or indirect result of an accident will be accepted as grounds for compensation.

## Specific exclusions

Death or disability caused by:

- Suicide, attempted suicide or any intentional self-injury;
- Insanity;
- Any disease passing from one person to another;
- Any existing physical defect or infirmity;
- Pregnancy or childbirth;
- Being under the influence of alcohol or drugs;
- Provoking assault, breaking the law or disturbing the peace;
- Participation in any defence, correctional or security services;
- An accident which occurs while you are travelling in, getting on, off or out of any aircraft unless:
  - It is licenced to carry passengers;
  - A registered transport company owns it; and
  - You are a fare-paying passenger.
- An accident which occurs while you are taking part in off-road motorcycling, any kind of speed contest (other than on foot), aeronautics, hang-gliding, skydiving, parachuting, mountaineering where the aid of guide ropes is required, rock climbing, game hunting, hurdling, steeple chasing, polo, professional sports, snow or ice sports, racing with power-driven vehicles or watercraft or aircraft, martial arts, bungee jumping or diving;
- Mining or using explosives; and
- Using machinery for commercial purposes.

# 10. Vehicle cover

## (includes trailers, caravans and motorcycles)

With the right cover, you're protected no matter what road you take.

### Key terms

**You/your/yours/yourself:** this means the person(s) whose name and address are on the policy schedule, together with anyone who normally lives with that person; or that person's business that is conducted from home or any other person named in the policy schedule as the owner.

**Vehicle:** this means any motor car, motorcycle, caravan, trailer or light delivery vehicle (LDV) with a gross vehicle mass **not** exceeding 3 500 kilograms, described in the policy schedule. The vehicle must be registered in your name or the name of your business conducted from home or you must be legally responsible for it.

**Regular driver:** this means the person who drives the vehicle most often in any monthly period and is noted on your schedule.

*For example: If you are noted as the regular driver of the vehicle and you let your 18-year-old son drive your vehicle to university daily without telling us, the difference in profile means that we charge a premium for an older experienced driver rather than a younger, less experienced driver. Premium will therefore not be charged according to profile which may negatively influence your claim.*

**Nominated driver:** this means the one person who is only allowed to drive the vehicle.

### Total loss

We will treat your vehicle as a total loss if either of the following occurs:
- Your vehicle was stolen and not recovered; or
- Your vehicle is declared uneconomical for us to repair (a write off).

When a vehicle is deemed a total loss, cover for it will terminate immediately.

## Insured value and how we compensate you

We will compensate you if the vehicle or any part of it (including accessories) is lost or damaged less the excess and any dual insurance.

For each occurrence, giving rise to a claim, you will be responsible for the excesses noted on the policy schedule. If to your knowledge the vehicle is subject of a hire purchase or similar agreement, any payment will be made to the owner described in that agreement, whose receipt will be a complete discharge to us.

The insured value of your vehicle and its accessories is determined by a Momentum Insure recognised Industry Body guide. This guide takes the age, mileage and condition of your vehicle and accessories into account. If the vehicle and/or accessories is not listed in the guide we will establish its reasonable value from another reputable source.

Your vehicle can be insured for one of the following value options:

- Retail value (the current selling price of a vehicle including the standard accessories as determined by the Momentum Insure Recognised Industry Body guide);
- Market value (the average between the vehicle's retail and trade values); and
- Nominated value or agreed value (which applies to collectors' vehicles or vehicles where a value is not provided for in the Momentum Insure recognised Industry Body guide).

Standard factory-fitted sound equipment and vehicle accessories are automatically covered because it is included in the value of the vehicle. The basic vehicle excess is payable for any sound equipment and vehicle accessories claims. You can however specify the sound equipment and vehicle accessories under optional cover (for which an additional premium is charged) and then the lower sound equipment and vehicle accessories excess is payable.

Non-standard accessories must be insured separately under Vehicle cover.

*Examples of non-standard accessories are sunroofs, smash and grab, leather seats, sound equipment, mag rims, bull and tow bars and hands-free kits which are not standard factory-fitted accessories.*

**Unauthorised towing**

In the case of an accident, you must call the Momentum Assist line as indicated on your Momentum Assist brochure or on the 'Do not Tow' sticker and make use of the recommended towing operator and storage facility. Any unauthorised towing will only be covered up to Momentum's standard rates, any additional cost will be for your own account.

**Unavailable parts**
If a part necessary to repair your vehicle is obsolete in pattern or unavailable in South Africa as a standard (ready-made) part, we may pay its value at the time of the accident including the reasonable cost of surface transport. The value of the part will be according to its price noted in the most recent catalogue or price list.

**The countries where you are covered**
Your vehicle is covered in South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Zambia and Zimbabwe, when used for private purposes.

There is a time limit period applicable to cover when travelling outside of South Africa for private use. You must inform us when you are travelling outside South Africa in order for us to advise you of the applicable limits.

Should an insured event occur outside of the borders of South Africa, you would need to settle towing fees to the nearest border. These costs will be reimbursed to you, provided that prior authorisation is obtained from us.

If your vehicle is insured for business use, it is not covered while being used for business use outside South Africa unless you have selected the specific optional cover for business use in countries outside South Africa. There will still be cover  if the vehicle is used for private use.

*For example: If your vehicle is insured for business use and you go on holiday to Botswana, where you have an accident, the damage is covered. However, if you are doing business at the time, the damage is not covered unless you have selected the optional cover for business use outside South Africa.*

## Specific conditions that apply to your Vehicle cover

**Use of your vehicle**
You can select one of the below usage options:

- Private use: vehicle used to drive to work and back including social and domestic trips. Private use includes a maximum of 7 business trips a month
- Client visits and meetings – Adhoc: for private, ad hoc business and professional use, excluding carriage of goods for commercial purposes
- Client visits and meetings – Regular: for private, regular business and professional use, excluding carriage of goods for commercial purposes
- Business use: Private, business and professional use, including carriage of goods for commercial purposes.

*For example: A vehicle that is being used for business purposes has a greater chance of being stolen or involved in an accident, as it is usually on the road more often and in a greater variety of areas than a vehicle used for private purposes. Therefore, the premium for a vehicle being used for businesses purposes is higher compared to the same vehicle used for private purposes. It is important that you insure your vehicle correctly or notify us immediately should the usage of the vehicle change, failing which could affect the outcome of your claim.*

## Exclusion applicable to vehicle usage

We will **not** provide cover for:

- The use of any vehicle for hiring, carrying fare-paying passengers, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.

The term "motor trade" will not invalidate any cover provided to you while the vehicle is in the custody or control of any member of the motor trade when used only for its maintenance or repair.

**Vehicle security**

You may be required to fit additional anti-theft devices on your vehicle as noted on your policy schedule.

**Your responsibilities**

In order to enjoy continuous cover, you need to adhere to the following:

- Preventing loss or damage.

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

*For example: Your motor vehicle is involved in an accident where the oil sump is damaged. Yet, despite the oil level warning light coming on, you continue driving, thus causing engine damage. The damage to the engine is not covered, as you would have failed to take reasonable steps to minimise damage, by continuing to drive.*

- Repairs and replacements.

Any repairs or replacements must be completed within six (6) months of your claim being settled.

- Driver's responsibilities.

Anyone driving the vehicle must adhere to the terms and conditions of the policy.

*For example: If you lend your motor vehicle to a friend who is then involved in an accident while this person is under the influence of alcohol, there will be no cover.*

- Important changes.

Inform us immediately if:

- The address where the vehicle is kept, as noted on your schedule, changes
- The regular driver changes
- The use of the vehicle changes

## Cover options we provide under Vehicle cover

You can select any one of the following cover options:

**Comprehensive cover**

You are covered for loss or damage to the insured vehicle, caused by:
Accident, malicious damage, explosion, earthquake, storm, hail, flood, snow, theft, attempted theft, hijacking or fire. You are also covered for towing, storage and liability to other people.

We will compensate you if your vehicle or any part of it (including accessories) is lost or damaged.

The maximum amount payable by us (other than emergency expenses) will be

- the sum insured noted in the policy schedule;
- plus the sum insured noted on the policy schedule for accessories and spare parts.

You will be responsible for any excess for each claim, as noted on the policy schedule

**Limited cover (third party, fire and theft)**

You are covered for loss or damage due to vehicle theft, hijack and fire or explosion. You are also covered for towing, storage and liability to other people following an insured event. Accidental damages to your vehicle will not be covered.

**Liability to other parties (third party)**

You are covered for legal liability following a vehicle accident which causes damage to other people's property. This includes legal costs which someone else can recover from you and which we agree to either settle or defend a claim against you. Accidental damages to your vehicle will not be covered.

**Laid up cover (fire and theft)**
You are covered for loss or damage to the vehicle due to fire or explosion and theft or hijack only. No third party liability cover or cover for accidental damage to your vehicle is provided.

## Extensions of cover

These extensions are automatically included at no additional premium.

**Emergency repairs**
If an insured event occurs;

- We will pay the reasonable cost of protection and removal of the vehicle to the nearest repairer.
- You may authorise emergency repairs to the vehicle up to the amount specified in the schedule without our consent, provided a detailed quotation or invoice is provided to us.

**Delivery after repair**
After repairs, we will pay the reasonable cost of delivering the vehicle to your permanent residential address in South Africa.

**New for old (first 12 months/20 000km)**
If within the 12-month period from which the vehicle was registered as new and the vehicle has not exceeded 20 000km in mileage and the vehicle is:

- Stolen and not recovered; or
- Your vehicle is declared uneconomical for us to repair (a write off).

We will replace the vehicle with a new one of the exact same manufacture and model. The original new list price will be payable, excluding any accessories. If the exact replacement is not available, the maximum amount we will pay is the purchase price of your vehicle, provided that you did not select to insure the vehicle for a lower value.

**Emergency accommodation**
We will pay your expenses incurred as a direct result of loss or damage to the insured vehicle, subject to:

- The loss or damage occurring not less than 100km from your residence.
- Our liability being restricted to the amount noted on the policy schedule.

**Pests and vermin**
We will pay for loss or damage to your vehicle caused by pests and vermin.

**Incorrect fuel dispensed**
We will pay for any loss or damage to your vehicle following the dispensation of incorrect fuel to your vehicle.

**Liability to other parties**
The following clauses apply in the event of an accident caused by or in connection with the insured vehicle or any trailer attached to it or any disabled vehicle being towed (but **not** if its being towed for reward).
We will compensate you for all sums, including claimants' costs and expenses, which you are legally liable to pay as a result of:

- Loss or damage to property.
- Death or bodily injury to any person.

In terms of the preceding two clauses, we will also compensate you as follows:

- We will compensate any person who is driving or using the vehicle with your permission, as though he or she were you and is subject to the terms and conditions of the policy provided that he/she.
- Is not entitled to compensation under any other policy.
- To your knowledge has not been refused any motor vehicle insurance.

We will compensate you when you are driving a vehicle not owned or leased by you nor being purchased by you under a credit or similar agreement but excluding damage to the particular vehicle.

We may arrange for representation at any inquiry into death or the defense of criminal or civil proceedings arising from any act related to an insured event.

## Exclusion to liability to other parties' cover

We will **not** be liable for the following:

- Death of or bodily injury to:
    - a member of your family who normally lives with you;
    - any person being carried in a trailer or caravan attached to the vehicle;
    - any passenger on or getting onto or off, an off-road motorcycle or a quad bike; and
    - employees of yours or of members of your family who normally lives with you, other than domestic employees, who are killed or injured in the course of their employment with you.

- Damage to:
  - property belonging to, held in trust by or in the custody or control of any person we insure under this section; and
  - property being carried in a trailer or caravan attached to the vehicle.
- Any compensation provided or insurable in terms of any motor vehicle insurance legislation;
- A vehicle being towed by the insured vehicle.
- Liability for a vehicle being driven by you, regular driver or family members normally living with you unless the vehicle is specifically insured by Momentum Insure.

**Passenger liability**
We will cover amounts for which you are legally liable due to accidental death or injury to a person who, at the time of the event is transported as a passenger in your vehicle.

Compensation is limited to the amount noted on the policy schedule.

Indemnification provided in terms of legislation will be excluded.

**You may request us not to claim against a driver authorised by you**
Under your policy's general cover conditions ("your position in relation to other insurances"), we normally only pay our rateable proportion if a claim is also covered by another insurance policy. However, if you request it, we will not exercise any right we may have to act against a person when he/she is driving or using an insured vehicle on your order or with your permission.

**Liability cover is extended to cover your employer or contractor**
We will extend cover to your employer or any principal named in any contract entered into by you, for any accident which may occur.

**Cover is extended to drivers:**
- noted on the policy schedule whilst driving vehicles of their employer or principal named in a contract of employment that you have entered into when a motor vehicle accident occurs; or
- whilst driving vehicles not belonging to their employer or principal named in a contract of employment that you have entered into when a motor vehicle accident occurs during your employment or contract.

This cover excludes liability for death or bodily injury to any employee or contractor if that death or bodily injury arises from their employment. We treat it as if your employer or contractor is an insured person under this policy and the terms and conditions of this policy apply.

If your employer is entitled to cover for the same event under any other policy, we will **not** be liable to make payment under this clause except in respect of any excess payable under that other policy.

**Subsidised use of the vehicle**
The payment to you of a subsidy or mileage allowance by your employer for the use of your vehicle for official purposes, including the carrying of persons for official purposes, will not be considered a violation of this policy.

**Air freighting replacement parts**
Your insurance is extended to include the cost of air freighting and/or importing replacement parts and express delivery.

**Fire brigade charges**
If the authorities charge you for the cost of fire extinguishing in connection with your vehicle, we will pay this in addition to any other payment for which we may be liable.

**Vehicle-sharing agreements (lift clubs)**
The acceptance of payment for giving lifts to passengers, when it is part of a vehicle-sharing agreement for commuting or social purposes will be covered, provided that:
- the passengers are not being carried during a passenger-carrying business; and
- the total payments received for such journeys do not involve any element of profit.

**Loss or damage to borrowed or hired vehicles**
If you borrow or hire a motor vehicle that is not insured by its owner and use it as replacement for a vehicle insured under this policy, we will, at your request, compensate the owner for loss or damage up to the lesser of the following amounts:
- the value (adjusted for mileage and condition) of the borrowed or hired vehicle;
- the amount you would be paid under this policy had your vehicle been damaged beyond economical repair; or
- the amount payable will reduce by any excess that would have applied to your own vehicle.

Provided that you informed us of the arrangement prior to you borrowing or hiring the vehicle that is not insured by its owner.

**Riot and strike cover**

We will pay for loss or damage to property related to or caused by civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about the aforementioned. This cover is applicable to property that is elsewhere than in South Africa and Namibia.

Compensation is limited to the amount noted on the policy schedule.

### Exclusion to riot and strike cover outside of South Africa

We will **not** pay for 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 for the purpose of inspiring fear in the public or any sector or any attempt to perform any such act.

**Difference in excess cover when you hire a vehicle**

If you hire a vehicle and it suffers loss or damage, we will compensate you for the difference between the excess that you have to pay to the hirer and the excess that would have applied to your own vehicle had it suffered a loss or damage. This cover applies only if you have purchased the insurance protection offered by the owner of the vehicle.

**Disabled modification**

If you suffer permanent physical disablement that requires your vehicle to be specially modified so that you can drive, we will pay for such modification provided that:

- this benefit will only apply once per person who becomes disabled; and
- the cause of disablement must happen while the vehicle is insured for accidental damage on this policy.

Compensation is limited to the amount shown on the policy schedule.

**Vehicle keys**

If your vehicle keys are lost, stolen or accidentally damaged, we will compensate you for the cost to replace or repair locks, keys and remote controls or to recode the vehicle security system.

Compensation is limited to the amount noted on the policy wording.

## Optional extensions of cover

The following is only covered if it is noted on your schedule for a specific vehicle and an additional premium is charged:

**Vehicle credit shortfall**
In the event of a total loss of your vehicle, we will pay the difference between the value of your vehicle as noted on your policy schedule and the outstanding settlement value (including residual payments) in terms of a credit agreement that you entered into.

Our compensation is limited to any amount still outstanding on your credit agreement less:
- any arrear instalments or rentals, including interest payable on the arrears;
- all refunds of premium for cancellation of any insurance cover relating to your vehicle; or
- the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled.

This applies if you had arranged to pay lower instalments for an initial period and a higher instalment at a later stage. In this case, we will not compensate you for the remaining amount you owe. We will only compensate you for what you still would have owed if you had arranged to pay back the loan in equal instalments over the term of the loan.

## Exclusions applicable to credit shortfall cover

We will **not** pay for the following:
- More than the amount that has been noted for credit shortfall cover on the policy schedule.
- Any refundable amounts added to your finance agreement over and above the purchase price of the vehicle. This includes insurance premiums, motor warranties and maintenance programmes, which must be refunded to you by the company that administers the policy or warranty.
- The credit shortfall on the vehicle sound equipment or non-standard vehicle accessories that are not specified on your schedule and that form part of the finance agreement.
- The excess on your vehicle claim, arrear instalments due and interest on them, additional finance charges and any early settlement penalties.
- Any finance agreement where the amount of any singe instalment differs by more than 10% from any other instalment (except for any final residual payments).

- Any shortfall resulting from re-advances under an instalment sale or re-financing in terms of a lease.
- The difference between market and retail value of the vehicle.

**Car radios, sound reproduction and communication equipment and accessories**
Loss or damage to:

- Factory fitted sound equipment and accessories.
  Any standard factory-fitted sound equipment and vehicle accessories on your motor vehicle, light delivery vehicle and motorcycles are automatically covered under standard vehicle cover, because it is included in the value of the vehicle. Accessories fitted to, as well as contents of caravans and trailers are also covered, if included in the insured value. The basic vehicle excess will still be payable for any claims under the vehicle section of the policy. You can, however, specify the sound equipment and vehicle accessories under the optional cover and then the lower sound equipment and accessories excess is payable.
- Non-factory fitted sound equipment and vehicle accessories
  Any non-factory fitted sound equipment and vehicle accessory items such as mag rims, boot spoilers and cellphone motor vehicle kits need to be specified under the optional cover. You will enjoy no cover for these items if not specified. Items that are occasionally in the vehicle and motorcycle gear/equipment need to be insured under portable possessions.

**Business use in neighboring countries**
We will cover you for loss or damage to your vehicle while being used for business purposes in Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Zimbabwe and Zambia.

**Business use outside of South Africa - extended territories**
We will cover you for loss or damage to your vehicle while being used for business purposes.

Cover is extended to include the following countries: The Democratic Republic of Congo, (in all areas south of and inclusive of Kolwezi), Kenya, Tanzania, Uganda and Angola.

**Vehicle sold on your behalf**
We will provide cover for loss or damage to your vehicle caused due to an insured event, while it is in the possession of another party, who is selling it on your behalf.

**New for old (extended up to 3 years/60 000km)**

If within the 3 year period from which the vehicle was registered as new and the vehicle has not exceeded 60 000km in mileage and the vehicle is:

- Stolen and not recovered or
- Is damaged and the assessed cost of repairs is 70% or more of the sum stated in the policy schedule, we will replace the vehicle with a new one of the exact same manufacture and model. If the exact replacement is not available, the maximum amount we will pay is the purchase price of your vehicle.

**Car hire**

We will provide you with a hired vehicle following loss or damage to your vehicle caused by an insured event.

You will need to pay for the following:

- the fuel and security deposit, running costs as well as collection and delivery fees where applicable; and
- the excess in the event of a claim for the loss or damage to the hired car.

**Momentum Explorer**

This optional extension provides cover for vehicles, for those who intend on travelling to neighbouring countries. It includes wider geographical cover as well as certain additional benefits to ensure that you have peace of mind while living in the wild side.

For more information please refer to the Momentum Explore brochure.

**Tyre cover**

Cover for loss or damage to tyres fitted to your insured vehicle that are accidentally and irreparably damaged on a maintained South African road by hard braking, cuts, bursts or road inequalities.

Our compensation will be as follows:

- If it is a brand new tyre that is damaged within 30-days or 2 000 kilometres of purchase, we will credit you similarly with 100% of your invoiced amount, otherwise we will pay the original amount on your tyre purchase invoice, multiplied by the percentage of liability shown in the table of indemnity that follows.
- We will credit you with the amount so calculated towards an equivalent new tyre that must be purchased from and fitted by a Momentum Insure approved tyre fitment centre.

### Table of indemnity

| Tread limit | Percentage of liability |
|---|---|
| 1mm | 10% |
| 2mm | 25% |
| 3mm | 35% |
| 4mm | 50% |
| 5mm | 65% |
| 6mm | 75% |
| 7mm | 85% |
| 8mm | 100% |

Cover is limited to a maximum of two events per annum, not exceeding two tyres per event.

## Exclusions applicable to Tyre cover

There will be no cover for loss or damage to a tyre/tyres:

- caused by or to built-in safety mechanisms;
- that can be repaired as a result of a normal puncture;
- that have a tread depth at any point of less than 1mm;
- as a result of driving when the tyre/s are deflated (punctured tyres/s that could have been repaired if they had not been driven on whilst punctured);
- resulting from misaligned or unbalanced wheels;
- that have been refitted with rubber re-treads;
- that are covered under a supplier or manufacturer's warranty or guarantee; or
- because of faulty manufacture or fitment.

### Scratch and Dent cover

Cover for minor exterior damages to the vehicle with an unlimited number of repairs provided they fall within the limits as noted on the policy schedule.

"Exterior repair benefits cover" to the bodywork:

- Minor chips for an area not exceeding 1.5mm in diameter.
- Minor dents not exceeding 15cm in diameter excluding ripped or torn panels.
- Minor scratches not exceeding 15cm in length.
- Repair of wheel rims and mag wheels excluding replacement.
- Unlimited number of tar removals.

## Exclusions applicable to Scratch and Dent cover

There will be **no** cover in respect of:

- Repairs not defined under "exterior repair benefits cover";
- Damage involving accessories, door mouldings, window mouldings, beading;
- Repairs affected by any unauthorised person or without written authorisation from Momentum Insure; or
- Vehicles used to carry trade goods for business purposes.

## Specific exclusions to Vehicle cover

**Driving with an endorsed licence or without a valid licence**

If any person drives the vehicle:

- Without a valid driving licence or permit for the specific vehicle type;
- With a learner's licence and not complying with the laws and regulations in force relating to learner drivers; or
- With a foreign licence unless the driver has a valid international driving permit or a valid driving licence issued in the driver's country. The licence must be in English (or translated into English by the authorities of that country), with a photo of the driver and it must be for an equivalent vehicle in South Africa. Any person living in South Africa permanently must get a South African licence within one year of becoming a permanent resident. If the foreign licence is a provisional or learner's licence, the person must get a valid South African driving licence.

**When the vehicle is in control of or being driven:**

- by any person under the influence of intoxicating liquor or while you have a level of alcohol in your bloodstream that exceeds the statutory limit;
- by any person when under the influence of drugs (unless taken in accordance with instructions of a member of the medical profession other than yourself); or
- by any person who refuses to submit to a breathalyser or blood test.

**Leaving the scene of an accident**

If the vehicle is involved in an accident and the person, who drove the vehicle leaves the scene of the accident unlawfully.

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

Where the vehicle is used for:

- Driving instruction, towing or hiring for which the driver or the owner receives payment;

- Carrying fare-paying passengers;
- Racing, competitions, speed or other contests, rallies, trials or any track use; or
- Any purpose in connection with the motor trade. The term "motor trade" will not invalidate any cover provided to you while the vehicle is in the custody or control of any member of the motor trade when used only for its maintenance or repair.

**When selling your vehicle**
Where the vehicle is in the possession of another party, who is selling it on your behalf, unless the extended cover is selected and an additional premium charged.

**Unroadworthy vehicle**
Where the vehicle is involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation.

**Intentional loss or damage**
Loss or damage to your vehicle:
- Caused intentionally by you or the regular driver; or
- That occurs with your knowledge or consent.

**Where your vehicle is used without your consent**
Loss or damage to your vehicle, when anyone who normally lives with you uses it without your consent.

**Modifications to enhance engine performance**
Any damage caused directly or indirectly because of modifications to the engine to enhance performance.

**Usage of the vehicle**
When the vehicle is used for business outside of South Africa unless the extended cover is selected and an additional premium is charged.

## Limitations on cover for loss or damage

We do not cover:
- Consequential loss from any cause (except car hire cover as it is insured in this section)
- Depreciation, wear and tear, mechanical or electrical breakdown, failure or breakage; or
- Any accident, injury, loss, damage and/or liability caused or incurred outside Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi, Mozambique, Zambia and the

Republic of South Africa, provided however that we will compensate you in terms of this section for loss or damage to the vehicle when it is in-transit by sea or air between any of these territories, including loading and unloading incidental to such transit.

# 11. Watercraft cover

Making sure you're always protected and never in hot water.

## Key terms

**You/your/yours/yourself:** this means the person whose name and address are on the policy schedule, together with anyone  who normally lives with that person.

**Vessel:** this is any motor boat, ski boat, yacht or wetbike described in the policy schedule, which does not exceed 10.5 metres in length, and includes items such as its motors, rudder, propeller, hoardings, moorings, sails, spars, masts, rigging, fixtures, fittings and equipment normally sold with it (excluding the vessel's trailer which must be insured separately under the vehicle section).

**Accessories:** extra items or equipment individually specified in the policy schedule, for example, crew's clothing provided by the owner of the vessel, sextants, nautical books and water-resistant clothing.

## Your responsibilities

To have continuous cover, you need to:

- Inform us immediately if the address where the watercraft is kept, as noted on the policy schedule, has changed.
- Ensure that anyone navigating the watercraft is competent to do so and adheres to the terms and conditions of this policy, as well as the rules and regulations applicable to the specific waters where the watercraft is used.

## Usage of the watercraft

The watercraft is only covered if it is used exclusively for private or social purposes.

## Where are you covered?

The craft is covered when:

- It is ashore in South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Zambia and Zimbabwe.
- Afloat on inland waters or on coastal waters within a 15 nautical miles distance off the coast of South Africa, Mozambique and Namibia.
- Being transported by land, sea or air.

## Details of cover we provide

**Comprehensive cover**

We cover any vessel described in the policy schedule and/or any accessories specified in the policy schedule used for private and social purposes.

We will compensate you up to the reasonable market value or the sum insured whichever is the lesser, less excess and any dual insurance, betterment, depreciation.

You need to insure the vessel for its reasonable market value.

The compensation will be subject to the following terms and conditions:

- If the vessel is 5-years old or less: the basis for calculating compensation is the cost to replace it or part of it with similar new property.
- If the vessel is older than 5-years: the basis for calculating compensation is the cost to replace it or part of it up to its reasonable market value.
- For accessories specified in the policy schedule, the basis for calculating compensation is the current new replacement cost.
- We may decide the port to which a damaged vessel must proceed for docking or repairing (with the actual additional expense of the voyage arising from compliance with our requirements being refunded to you) and we also have a right to veto the place of repair or the repairing firm proposed.
- Whenever the extent of damage can be ascertained we may take tenders (or may require tenders to be taken) for its repair.
- In ascertaining whether the vessel is a constructive total loss, the amount stated in the policy schedule will be taken as the repaired value (nothing in respect of the damage or break-up value of the vessel or wreck will be taken into account). No claim for constructive total loss based on the costs of recovery and/or repair of the vessel is recoverable unless such costs would exceed the sum insured stated in the policy schedule.

## Liability to other parties

The following clauses applies in the event of an accident caused by or in connection with the vessel. We will cover you for all sums including claimants' costs and expenses that you will become legally liable to pay, in respect of the following:

- death or bodily injury sustained by any person;
- loss or damage to property including costs of any attempted or actual raising, removal or destruction of the wreck of the vessel and including any neglect or failure to raise, remove or destroy it; or
- death or bodily injury arising from any other person navigating or overseeing the vessel with your permission.

Compensation is limited to the amount noted on the policy schedule

## Exclusion applicable to liability to other parties

We will **not** be liable for:

- Any trade, business or profession;
- Cover given by legislation or other insurance contracts;
- death or bodily injury or illness sustained by any person who is a member of your family normally resident with you;
- death or bodily injury or illness of any person who is employed by you under a contract of service or apprenticeship, other than domestic employees, when arising from and during such employment by you;
- any liability arising while the vessel is being towed by any motor vehicle;
- any liability involving a trailer except when intentionally not coupled to a towing vehicle;
- any liability arising when the pilot is under the influence of alcohol or drugs, has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test; or
- costs and expenses incurred after payment by us of the maximum limit of liability noted on the policy schedule

**Liabilities to water skiers**

Cover extends to compensate any person water skiing, aquaplaning, kiting, parasailing or the like, when being towed or preparing to be towed by the insured vessel with your consent, until they are safely back on board the vessel. Cover is for damages which water skiers may be liable to pay to any other person other than yourself.

Compensation is limited to the amount noted on the policy schedule.

## Specific conditions

In the event of immersion of the motor(s) in water, there will be no cover unless you ensure that such motors are immediately flushed out and restarted if practicable.

It is a condition of this insurance that:

- when the vessel is under way, you or another competent person or persons are on board;
- when in transit, the vessel is only conveyed on a properly constructed and designed trailer or in/on a suitably modified vehicle;
- when the vessel and/or its motor(s) are left unattended for a continuous period of more than 12-hours, no liability will attach to us unless the vessel and/or motor(s) are located at a marina or at a recognised place of mooring or within the confines of your private dwelling or at any boat yard or place of repair or at any other recognised place of storage; and
- vessels are fitted with inboard machinery must carry a fire extinguisher or extinguishers properly installed and maintained in efficient working order.

In the event of loss of or damage to masts, spars, protective covers, sails, standing or running rigging and motors, we may at our discretion deduct up to one-third in respect of new material replacing old.

## Extensions of cover

These extensions are automatically included at no additional premium.

**Costs and expenses**
We will pay all costs and expenses incurred with our written consent, either by you or by any person navigating or in charge of the vessel with your permission, in connection with any representation at any inquest or fatal inquiry. We will similarly pay any legal costs and expenses in settling or defending any claim when third parties are involved.

**Safeguarding and recovery of the vessel**
We will provide cover for the reasonable costs incurred with our written consent for safeguarding and recovering the vessel after an accident involving the vessel, including salvage costs, costs of towing or removing the vessel to a place of safety, labour, travel expenses and litigation costs and disbursements. We will also pay reasonable costs of having the bottom of the vessel sighted after it has been stranded or in a collision. This is even if there is no damage found.

## Optional extensions of cover

Only included if noted in the schedule and an additional premium is charged.

**Credit shortfall**

In the event of a total loss of your vessel, we will pay the difference between the value of your vessel as shown in your policy schedule and the outstanding settlement value (including residual payments) in terms of a credit agreement that you entered into.

Our compensation is limited to any amount still outstanding on your credit agreement less:

- any arrear instalments or rentals, including interest payable on the arrears;
- all refunds of premium for cancellation of any insurance cover relating to your vessel;
- the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled. This applies if you had arranged to pay lower instalments for an initial period and a higher instalment at a later stage. In this case, we will not compensate you for the remaining amount you owe. We will only compensate you for what you still would have owed if you had arranged to pay back the loan in equal instalments over the term of the loan.

**Watercraft sold on your behalf**

We will provide cover for loss or damage to your watercraft while it is in the possession of another party who is selling it on your behalf.

**Momentum Explorer**

This optional extension provides cover for watercraft for those who intend on travelling to neighbouring countries. It includes wider geographical cover as well as certain additional benefits to ensure that you have peace of mind while living in the wild side.
For more information please refer to the Momentum Explore brochure.

## Specific exclusions

We will **not** be liable to pay claims for:

- wear and tear, depreciation and deterioration from use or the cost of repairing, replacing or renewing any defective part condemned solely in consequence of a latent defect or fault or error in design or construction; or
- the cost of making good any defect in repair or alteration work carried out for your account or in the maintenance of the vessel, resulting from either negligence or breach of contract.

Cover is not provided for:
- moorings, nets and fishing gear;
- sails and protective covers split by the wind or blown away while set, unless caused by the vessel being stranded or in collision or contact with any external substance (ice included) other than water or as a result of damage to the spars to which sails are bent;
- masts, spars, sails or standing or running rigging when the vessel is racing;
- outboard motors as a result of dropping off, unless the motors are bolted or chained to a permanent fixture in the hull according to manufacturer's specifications;
- loss or damage caused by a latent defect in the vessel's design or construction or by defective repair work or maintenance;
- where the watercraft is in the possession of another party who is selling it on your behalf (this optional cover is available at an additional premium);
- any claim where the skipper or captain is under the influence of alcohol or drugs, has a concentration of alcohol in the blood exceeding the legal limit or fails the breathalyser test and refuses to give either a breath or blood sample, will not be covered;
- intentionally by you or any members of your household that occurs with your knowledge or consent;
- loss or damage resulting from pressure waves caused by an aircraft;
- rudder, skeg, propeller, strut, shaft, motor, electrical machinery or batteries and their connections, unless caused by any of the following:
    - the vessel being stranded, sunk, swamped, overturned, capsized, burnt, on fire or in collision with any other vessel, pier or jetty;
    - while such items are being removed from or placed in the vessel;
    - by theft of the entire vessel or by theft following upon forcible entry into the vessel or place of storage;
    - by theft of outboard motor (provided it is securely bolted to the vessel or its boat);
    - by fire in the place of storage ashore; or
    - by malicious acts.
- nevertheless, cover is extended to include loss or damage to these items by a collision with a submerged object.

We will **not** be liable for loss, damage, expense or liability incurred as follows:
- when the vessel is on hire or charter or used for other than private purposes;
- when the vessel is not in Namibia, Mozambique and the Republic of South Africa or their territorial waters (waters extending to a maximum cruising limit of 15-nautical

miles off their coasts) and Botswana, Lesotho, Swaziland, Zimbabwe, Zambia and Malawi;

- if the vessel is piloted by you or any other person with your consent unless licenced to pilot the vessel in accordance with legislation applying to any territory within the territorial limits described above.

## Get in touch

For more information, you can get in touch with your service consultant.

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