



## Policy Wording

<b>Customer Care and Claim Centre:</b>	<b>010 300 0741</b>
<b>WhatsApp</b>	<b>078 354 9214</b>
<b>Customer Care email:</b>	<a href="mailto:care@rsismarhome.co.za">care@rsismarhome.co.za</a>
<b>Claims email:</b>	<a href="mailto:claims@rsismarhome.co.za">claims@rsismarhome.co.za</a>

### 1. What is covered?

Smarthome Appliance provides mechanical and electrical breakdown cover on all major household appliances selected. Cover starts on the expiry of a 60-day waiting period from inception of the policy (the Waiting Period). The Waiting Period also applies to any item added to an existing policy for the 60 days following its addition to the policy.

#### Repairs:

- After the Waiting Period the Policy covers repair following the breakdown of the appliance due to any mechanical or electrical failure.
- Your selected insured appliances will be covered against mechanical or electrical breakdown including replacement of components up to a maximum claim value of R20,000.
- **Replacement:**
  - After Waiting Period, should your selected insured appliance's Core Functionality, as defined below, be irreparable for any of the below reasons, then we will replace the appliance. The cost of replacement, immediately after the Waiting Period, will be limited to R2,000 per claim. Thereafter the replacement limit will increase by R 1,000 per month, where premium was paid within each month, up to the maximum replacement value of R20,000 per claim. This replacement cover is valid in the following instances:
    - The appliance is not repairable.
    - The appliance is uneconomical to repair.
    - There are no parts available to repair the appliance.
    - The Appliance is damaged beyond repair by the contracted repairer.

#### Core Functionality per appliance:

Appliance	Core Functionality
<b>Fridge/Freezer</b>	Cooling/Freezing*
<b>Flat screen or Curved Television</b>	Full functionality
<b>Washing Machine**</b>	Full wash cycle
<b>Stove**</b>	Heating to set temperatures
<b>Microwave**</b>	Full functionality

Appliance	Core Functionality
<b>Sound bars or Bluetooth speakers</b>	Full functionality
<b>Tumble dryer**</b>	Full functionality
<b>Dishwasher</b>	Full functionality
<b>Decoder</b>	Full functionality

\* Note water dispensers and ice makers are specifically excluded from the definition of Core Functionality.

\*\* Note where an appliance has functionality of more than one type, additional cover will need to be taken out to effect full cover. The premiums for both functionalities will need to be paid for repair or replacement cover to be in place as follows:

- A convection microwave, microwave with a grill or oven with microwave functionality will require premiums for both a microwave and a stove to be paid to cover the convection, grill heating and microwave heating.
- A washing machine / tumble dryer combination unit will require both a washing machine and a tumble dryer's premium to be paid to cover both washing and drying functionality.

### 1.1 Eligibility

Your **Appliances** must be for use in a brick and mortar constructed domestic dwelling only and may not be used for any business purposes.

- The Appliance must be kept at the address shown on the Policy schedule and photos must be provided of the selected appliances covered.
- Only appliances in good working order can be added to the Policy.

Your monthly premium must be paid in full (over the full period of the Policy) in order to ensure cover is in place.

### 1.2 Period of Cover

The Smarthome Appliance is a monthly Policy, so it renews each month for as long as the premium is paid. The premiums are to be paid by debit order.

## 2. What is Not Covered?

We do **NOT** cover the following:

- Natural disasters.
- Damage to remote controls.
- Water damage from water that did not come from the appliance.
- Failures during the first 60 days of the Policy.
- Failures during the first 60 days of any additional items added to the Policy.
- Fire damage.



# SMARTHOME APPLIANCE



- Any claim unless the Policy premium is fully paid since inception.
- Theft.
- Any faults on appliances pre-existing their cover on this Policy.
- Failure due to faulty workmanship on repairs prior to cover or by unauthorised repairers.
- Any consequential damage or loss.
- Accidental or deliberate damage.
- Failure to install or use the appliance within the manufacturer guidelines.
- Damages to non-mechanical or cosmetic parts.
- Damages due to pests.
- Failures caused by lightning and power surge, unless selected as an additional cover specified in your policy schedule.
- Failures caused by rust or corrosion, unless selected as an additional cover specified in your policy schedule

If the appliance is still under manufacturer warranty, the Policyholder must lodge a claim under the manufacturer warranty before submitting a claim under this Policy.

## 2.1 General exclusion: Fraud

- We do not pay for fraud, dishonesty, misrepresentation, or wilful acts.
- We do not pay for claims that are based on or are a result of fraud.
- This means if any part of your claim is fraudulent the entire claim will not be paid.
- Fraud means giving misleading or incorrect facts. For example:
  - If you or anyone acting on your behalf deliberately exaggerates the amount or size of a claim; or
  - If documents and information to support a claim, whether created by you or on your behalf, are not true or are fraudulent.
- We do not pay for any claims for events that you, or any person colluding with you, bring about deliberately so that you can make a claim.
- Colluding means to act together to achieve a dishonest or fraudulent outcome.

If any claim under this Policy be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf, to obtain any benefit under this Policy – or if any accident, loss, destruction, damage or liability be made through a suspected scheme of the Insured, all benefits under the claim shall be forfeited and the Policy will be cancelled with immediate effect.

## 3. How do I claim?

You can claim **60 days** after the start date of the Policy (the start date is shown on your Policy schedule) or 60 days after you added a functional appliance to your Policy.

You are required to notify us of your claim immediately or within a maximum of 30 days. If you fail to do this, you lose the right to claim.

You must lodge a claim by contacting the call centre (number provided at the top of this Policy wording). We will not be liable for claims which were not reported through our call centre or where the service provider has not been appointed by us.

At claim time we require the appliance model number as part of the claims process, and in order for us to commence with the claim.

We will deploy a service provider (a qualified and accredited repairer) to your nominated place of residence, and they will report the extent of the problem to us. We will then authorise repairs or replacement depending on the circumstances.

The service provider will either repair the appliance on site or collect it for repair at their workshop. The service provider chooses where they will repair the appliance. Where the service provider is unable to repair the fridge or freezer on the first visit, the service provider will endeavour (where possible) to provide a loan appliance until the repair is complete.

At claim time the appointed service provider will provide all outstanding appliance model numbers and photos for the covered appliances.

We allow for 5 working days maximum after the assessment is completed to secure parts to repair the appliance. This 5-day maximum will not apply in the event of a national disasters or national emergencies - as declared by government - or during the holiday period of 16 December to 1 January annually or labour strikes by manufactures or parts suppliers. If we cannot secure parts in this time or should it not be possible to repair the faulty appliance, we will, subject to the replacement provision included in clause 1 page 1 of this wording, replace the appliance as follows:

- Where possible the appliance will be replaced with a similar appliance (one similar quality and the same specifications). Where an appliance with similar quality and the same specifications is not available the following will occur:
  - The claims agent will source a replacement of similar quality and similar specifications and offer this as a replacement to you (the Offered Appliance).
  - Where a replacement (Offered Appliance) can only be sourced with better specifications than the appliance being replaced then a compromise will be reached. You will be able to elect to reduce quality in order to compensate for the increased specifications in the Offered Appliance or you can elect to contribute the difference in price between a replacement with the original quality with **the** increased specifications and the price of the Offered Appliance.
  - When a replacement is to be made you will be given the opportunity to upgrade your appliance's specifications or quality by contributing the difference in price from RSI's offered appliance and the item that you require.
- The replacement appliance will be covered by the standard manufacturer's warranty for the period specified. You must retain a copy of this to ensure you are covered by the manufacturer's warranty.



## SMARTHOME APPLIANCE



- In the event that your appliance is damaged while on the premises of the service provider RSI appointed, you will be compensated at RSI's sole discretion.
- All damaged and replaced parts or appliances become the property of RSI, free of charge and RSI will be responsible for arranging collection of the appliances.
- RSI's appointed service provider may check all appliances covered by the Smarthome Appliance warranty and report condition thereof back to RSI.

We will keep you informed at every stage of the process to ensure that you are fully aware of the progress of your claim.

### 4. What must I pay?

- Your premium, which is noted on your Policy schedule, is due and must be paid in advance monthly. Your period of insurance is specified on your Policy schedule and runs from your preferred collection date noted on your Policy schedule. Your period of insurance will not change should RSI collect your premium on a different date.
- RSI will collect your premium from the bank account you provided. Should the collection date fall on a public holiday or a Sunday the premium will be collected on the working day before or on the first working day thereafter.

Should your premium return for any reason, RSI will attempt to double debit your premium for your missed and next period of insurance. Your cover period can be impacted due to non-payment.

### 5. What if my premium payment is not received?

- If RSI does not receive your premium on the collection date, you will not have any cover for the period for which you did not pay.
- You will have 15 days grace from the collection date to arrange for funds to be collected from your chosen bank account, provided that the reason for the non-payment of premium was not as a result of a deliberate act by you. For monthly policies, this grace period will only apply from the second month of cover onwards.
- During the grace period you will still be covered, on condition that the unpaid premium is paid within the time period provided.

### 6. When will my cover end?

- You may cancel your Policy at any time with 31 days' notice by email or by phone call.
- RSI may cancel your Policy by giving you 31 days written notice by email or post to your address noted on your Policy schedule.
- RSI will cancel your Policy with immediate effect should you or anyone covered under your Policy or anyone acting on your behalf fail to comply with RSI's reasonable instructions or requests, commit fraud on a claim or are found to be dishonest in relation to a claim.
- RSI retains the right to cancel the Policy, giving notice to you, with immediate effect if premiums continue to not be paid on the Policy.

### 7. Who is the insurer?

This Policy is underwritten by:

**Bryte Insurance Company Limited (Bryte)**

A Fairfax Company

Registration Number 1965/006764/06

Licensed insurer and authorised FSP (17703)

This Policy is administered by:

**RSI Risk Solutions International (Pty) Ltd (RSI)**

Registration Number 1991/007265/07

An authorised FSP (14121)

### 8. What must I do?

In order to have continuous cover and a valid claim, you must:

- Pay your premiums and keep RSI informed of any changes to the banking details from which the premium must be collected from.
- Ensure that you, members of your household, any person with authorised access to your property, anyone acting on your behalf or anyone covered under this Policy adheres to the terms and conditions of this Policy.
- Always give RSI and the authorities true and complete information.
- Use all reasonable care and take all reasonable steps, with the same degree of carefulness which can be expected from the reasonable man on the street, to prevent or minimise loss, damage or liability.

**Dual Insurance:** If you have any other insurance policies insuring the same item for the same cover, you will be paid proportionately on a valid claim. In the event of dual insurance, no premium refund will be available to you.

**Applicable Law:** The law of the Republic of South Africa will apply to this contract. All damages and legal costs awarded against you must be by a court within the Republic of South Africa.

**Permission to the Disclosure of Personal Information:**

We respect your constitutional right to privacy. We are committed to and bound by the terms and provisions of the Protection of Personal Information Act 4 of 2013 ("POPI Act") regarding the acquisition, usage, retention, transmission and deletion of your personal information. We will check and validate the information you provide through legal means. We have high level security measures in place to protect your personal information.

Your personal information herein collected is for the primary purpose of providing you with insurance cover and for all other activities and processes incidental to and relevant to this purpose. Your information will be kept confidential; however, we may need to disclose it to certain third parties, including insurers, and other service providers for the specific purpose of insurance, and to reduce and prevent any form of fraudulent activity. Sharing of information includes, but is not limited to, information sharing as arranged via the South African Insurance Association.



# SMARTHOME APPLIANCE



By making full payment for your Policy, you give consent and fully understand the reason for RSI/ Bryte to process, use, share and retain your personal information for its designated purpose and you confirm the accuracy of the information. You may request RSI/Bryte to amend, update, change or correct your personal information processed by us by sending a request to RSI/Bryte.

For a full version of the Consent to Process Personal Information is available on this link <http://brytesa.com/forms/personal-information/> for download.

Should you decide to cancel this insurance contract you further consent to RSI/Bryte retaining the information in line with the legally permitted retention period, for statistical and reporting purposes only.

- Loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;
- This applies regardless of any different cause or event contributing jointly, or in any other sequence to it.
- In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- This exclusion overrides previous Policy wording in relation to Cyber Loss or Data. Furthermore, if it is in conflict with any other wording in the Policy or any endorsement, it replaces that wording.

## 9. How do I complain?

- If you are not satisfied with anything concerning your Smarthome Policy, then you may lodge a complaint with the internal complaints department by sending an email to [complaints@rsismarthome.co.za](mailto:complaints@rsismarthome.co.za), or by calling the Smarthome call centre on 010 300 0741.
- If you are not satisfied with the outcome of your claim and/or you do not agree with the feedback provided by the internal complaints department/manager, you must first raise your objection with reasons in writing to RSI. In the case of an objection to the outcome of a claim, then the objection must be made together with reasons within 90 days from the day that you first received written notification of the outcome of your claim. The objection must be addressed to the Disputes Resolution Department.  
Email: [disputes@rsismarthome.co.za](mailto:disputes@rsismarthome.co.za)  
Physical address: RSI Risk Solutions International (Pty) Ltd, Block D, Ruimsig Country Office Park, 129 Hole in One Avenue, Ruimsig North, Mogale City.  
Postal address: RSI Risk Solutions International (PTY) Ltd, PO box 1181, Ruimsig.1732.  
Immediately after the 90 days, irrespective of whether you have raised an objection, you have another six months within which to sue RSI. If you do not sue (serve summons) within this period, your right to challenge the decision will fall away forever.
- Should your complaint still not be resolved by the Dispute Resolutions Department you may approach the Ombudsman for Short-term Insurance for assistance: PO Box 32334, Braamfontein, 2017; Telephone Number: 011 726 8900. By approaching the Ombudsman for Short-term Insurance your right to issue summons will not fall away, any remaining time of the abovementioned 6 months will not run out during the time the Ombudsman has acknowledged your complaint and is dealing therewith.

## 10. Property Cyber and Data Exclusion

- Regardless of any provisions contained previously within this Policy, or any endorsements to it, this Policy now specifically excludes any:
  - Cyber Loss;

### Definitions:

- Cyber Loss means any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident. This is including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Cyber Incident.
- Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- Cyber Incident means:
  - any error or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - any partial or total unavailability or failure, or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- Computer System means:
  - any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- Data means information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

## 11. General Conditions

- Amendment of Policy terms and conditions
  - Bryte Insurance Company may, at its discretion and, on providing you with a 31-day written notice to your nominated email address, make changes to the terms and conditions of this Policy, as and when it deems necessary.