



SMART HOME ASSIST COVER

Policy Wording

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| Customer Care and Claim Centre: | 010 300 0741 |
| WhatsApp | 078 354 9214 |
| Customer Care email: | care@rsismarthome.co.za |
| Claims email: | claims@rsismarthome.co.za |

1. What is covered?

Smart Home Assist Cover provides mechanical and electrical breakdown repair cover on 6 major household appliances.

Cover starts on the expiry of a 60-day waiting period from inception of the policy (the Waiting Period).

• Repairs:

- After the Waiting Period the benefit covers repair following the breakdown of the appliance due to any mechanical or electrical failure.
- The insured appliances will be covered against mechanical or electrical breakdown including repair and replacement of components up to a maximum claim value of R2 500.00.

Appliances Covered

– Flat screen or Curved Television

– Fridge (*standard upright fridge*)

– Stove*

– Washing Machine

– Microwave*

– Extractor Fan

* Note where an appliance has functionality of more than one type, the main functionality only on the appliance is covered, as follows:

- For a convection microwave or a microwave with a grill only the microwave functionality is covered as main functionality
- For an oven or stove with microwave functionality, only the convection functionality is covered as main functionality
- For a washing machine/tumble dryer combination unit only the washing functionality is covered as main 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 Appliances must be kept at the address shown on the Underlying Policy schedule.
- Only appliances in good working order will be covered.

Your monthly premium must be paid in full in order to ensure cover is in place.

1.2 Period of Cover

The Smart Home Assist Cover 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, included in the monthly premium of your comprehensive insurance policy.

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.
- Fire damage.
- Any claim unless the premium is fully paid since inception.
- Theft.
- Any faults on appliances pre-existing their cover on this benefit.
- 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.
- Failures caused by rust or corrosion.

If the appliance is still under manufacturer warranty, the Policyholder must lodge a claim under the manufacturer warranty before submitting a claim under this benefit. We will assist you to lodge this claim with the manufacturer, where you request this service.

3. 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 benefit be in any respect fraudulent, or if any fraudulent means or devises be used by the Insured or anyone acting on his behalf, to obtain any benefit under this benefit – 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 cover will be cancelled with immediate effect.



SMART HOME ASSIST COVER

4. How do I claim?

You can claim **60 days** after the start date of the Policy (the start date is shown on the Policy schedule of the underlying short term insurance 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) or sending an email to claims@rsismarhome.co.za. We will not be liable for claims which were not reported through our call centre.

At claim time we require the appliance model number as part of the claims process 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 depending on the circumstances. We will not be liable for claims where the service provider has not been appointed by us.

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.

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

5. 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 your Insurance company collect your premium on a different date.
- Your cover will be impacted due to non-payment, should your premium return for any reason.

6. 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.

7. When will my cover end?

The cancellation process will follow that of the underlying policy to which this cover is attached.

8. 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)

9. What must I do?

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

- Pay your premiums, included in your monthly comprehensive insurance premium.
- 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.

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.



SMART HOME ASSIST COVER

10. 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, 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 or
Physical address: RSI Risk Solutions International (Pty) Ltd, First Floor, Building 15, Riverview House, Constantia Park, Cnr 14th Avenue & Hendrik Potgieter Road, Weltevreden Park, Roodepoort Johannesburg 1709
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.

11. 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.

12. 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;
 - 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.

Cyber and Data 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.

13. Failure of Electricity Grid

Notwithstanding any provision to the contrary contained in this Policy which would otherwise override this General Exclusion, this policy does not cover any claim, loss, damage, cost, liability, expense, consequential loss or damage of any nature whatsoever directly or indirectly caused by, resulting from, arising out of, in connection with a national (including regional, municipal, local and/or private) interruption, failure, interference, or suspension of the electricity supply to the electricity grid of South Africa for whatsoever reason, whether due to damage, an inability and/or failure (whether partial or total) of the utility supplier to generate, transmit or distribute electricity, or otherwise.

Failure of Electricity Grid Definition:

Electricity Grid Failure is: when any transmission line/s fail and the electrical transfer load is shifted to other transmission lines and may lead to an interruption or suspension of electricity supply (whether partial or total), in any manner, from whatsoever source, and for any reason (including damage and any inability and/or failure on the part of the power generating plant or utility supplier to generate, transmit or distribute electricity) which affects an entire municipality (including local, district, regional or any other level that is created by law) or province or the country at a national level at substantially the same time.