



# SMART HOME FIXTURES COVER

## 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?

Depending on what you choose to insure, your **Home** is covered against electrical, plumbing, geyser and motor repairs. Replacement of components or (where necessary) entire unit is also covered, should it be necessary a maximum claim value of up to **R10,000**.

You can choose your cover as follows:

#### Standard Package

**Electric** (*wiring, electrical fittings, distribution board*).  
**Plumbing** (*pipes, drains, municipal connection inside property*).

**Geyser repairs\*** (covers repair or replacement of components such as thermostat, element and valves to ensure the continued operation of the geyser).

**\*This does not cover burst geysers.**

#### Add on

**Motor** (*pool, garage, gate*) - covers repair or replacement of nominated gate, garage and swimming pool motors for an additional premium for each motor.

**Geyser replacement** - covers full replacement of burst tanks and other components for an additional premium.

**\*Gas and solar geysers are not covered.**

Your **Home** is covered for mechanical and electronic failure arising from wear and tear of materials and components up to a maximum value of **R10,000**.

#### • Motors Replacement:

- After the 90 days waiting period, the cost of replacement, immediately after the 90 days claims waiting period, will be limited to R 2,000 per claim. Thereafter the replacement limit will increase by R1,000 per month, where premium was paid within each month, up to the maximum replacement value of R10,000 per claim. This replacement cover is valid in the following instances:
  - The Motor is not repairable.
  - The Motor is uneconomical to repair.
  - There are no parts available to repair the Motor.
  - The Motor is damaged beyond repair by the contracted repairer.

### 1.1 Eligibility

Your **Home** must be a domestic dwelling, not used for any business purposes. Your **Home** must be a permanent brick and mortar structure.

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

### 1.2 Period of Cover

The Smarhome Fixtures cover is a monthly policy, so it renews each month for as long as the premium is paid.

### 2. What is Not Covered?

We do **NOT** cover the following:

- Resultant damage to any other fittings or furnishings due to failure of electrical, plumbing, geyser or motor equipment.
- Repair or replacement of specialised lighting and light fittings, intercom systems and under floor heating.
- Natural disasters.
- 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.
- Signs of unauthorised repairs.
- Theft.
- Accidental/Deliberate damage.
- Misuse, abuse or incorrect operation.
- Cleaning of septic tanks and French drains.
- Blocked or collapsed drains caused by roots.
- Stormwater drains.
- Damages due to pests.
- Any claim unless the Policy premium is fully paid since inception.
- Geysers or Pipes that are not compliant, the Client will be liable for the cost to make the geyser and pipes compliant.
- The cost of the use of the following specialised equipment:
  - Camera inspection equipment.
  - Leak detection equipment.
- Failures caused by lightning and power surge, unless selected as additional cover specified in your policy schedule.

We will NOT pay for the replacement of geysers or motors if a claim for these is submitted within the first **3 months** of the policy. However, we will pay for the repair of geysers and motors if they are repairable after 60 days of the commencement of cover.

This Smarhome Fixtures cover is subject to the terms and conditions of the standard manufacturer's warranty against faulty motors, geysers, electrical and plumbing contract work. In other words, if the completed plumbing or electrical work is still under warranty, the policyholder must lodge a claim under the warranty before submitting a claim under this policy.



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## 2.1 General exclusion: Fraud

If any claim under this policy is:

- i. in any respect fraudulent (either wholly or in part); or
- ii. if any fraudulent means or devices are used by the Insured or any third party acting on the insured's behalf or with the knowledge or consent of the insured to obtain (or in an attempt to obtain) any benefit under this policy; or
- iii. if any accident, loss, destruction, damage or liability be occasioned by the wilful act (or omission) or with the knowledge, consent or connivance of the Insured regardless of whether or not the claim in itself is fraudulent:
  - all benefits under this policy will be forfeited in their entirety and insurers will be entitled to recover any amounts already paid to the Insured pursuant to the claim; and
  - Insurers will be entitled to cancel the policy with retrospective effect as at the date of the occurrence giving rise to the claim or the reported occurrence date, whichever occurred first ("termination date"); and
  - in the event that Insurers terminate the policy, Insurers will be entitled to recover any amounts already paid to the Insured from the termination date irrespective of whether such payments were made pursuant to valid claims; and
  - the Insured will not be entitled to any refund of premium in any circumstance.

The conduct described in the paragraph above shall constitute a breach of contract.

For the purposes of this Policy, Fraud includes, but is not limited to – if you or any third party acting on your behalf or with your knowledge or consent:

- make/s a false or dishonest, or exaggerated claim under this Policy; or
- use/s fraudulent means or devices including the submission of false or forged documents in support of a claim, whether or not the claim is itself genuine; or
- submit/s a claim under this Policy for loss or damage which was intentionally caused by you or a third party with your knowledge, consent or connivance
- suppress/es, or deliberately withhold/s information, which would enable us to refuse to pay a claim under this Policy.

## 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).

You are required to notify us of your claim withing 30 days of failure, failing which your ability to claim for the item falls away.

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 gate model and name for the claims process to commence with the claim.

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

Should it not be possible to repair the faulty device or fitting, and where you have opted for full replacement cover, we will:

- Replace the faulty device or fitting with the same or higher specification should an exact replacement not be available.
- The replacement device or fitting 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.
- We will keep you informed at every stage of the process to ensure that you are fully aware of the progress of your claim.

An **excess of R250 per claim** applies.

## 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 collect your premium for your next period of insurance before your preferred collection date in order to ensure payment. Your cover period will not change due to the early collection.

## 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.

## 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,



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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  
A Fairfax Company  
Registration Number 1965/006764/06  
Licensed insurer and authorised FSP (17703)

## 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. You will still be liable to pay the full excess applicable on your claim and 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 me 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 [https://www.brytesa.com/pdf/Bryte\\_Group\\_Private\\_Statement\\_1866.pdf](https://www.brytesa.com/pdf/Bryte_Group_Private_Statement_1866.pdf) for download.

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

## 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:** [complaints@rsismarthome.co.za](mailto:complaints@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 National Financial Ombud Scheme South Africa NPC (the NFO) for assistance: Head Office, Postal Address and JHB Physical Address: 110 Oxford Road, Houghton Estate, Illovo, Johannesburg, 2198. CPT Physical Address: Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, 7708. Tel: 0860-800-900; Email: [info@nfosa.co.za](mailto:info@nfosa.co.za); Website: [www.nfosa.co.za](http://www.nfosa.co.za). 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.





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## 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
  - 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 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.

### 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.

## 12. 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.

### 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.