

Policy Wording

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 Appliance Cover provides mechanical and electrical breakdown cover on all major household appliances selected. Additional cover for damage due to lightning, power surge or rust is provided if elected by you and added to your policy and reflected on your policy schedule.

Cover starts on the expiry of a 60-day waiting period from the 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 the waiting period, should your selected insured Appliance's Core Functionality, as defined in the table below, be irreparable for any of the following 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 the premium was paid within each month, up to the Replacement Limits per claim, as reflected on your policy schedule.
    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.
  - The following Replacement Excesses are applicable if the item is to be replaced:
    - A Basic Replacement Excess of 20% of the claim, with a minimum of R800.
    - Fridges, freezers, dishwashers and washing machines further Appliance Age Replacement Excess:
      - 15% of claim with a minimum of R1,600 if the item is older than 5 years and younger than 10 years.
      - 30% of claim with a minimum of R3,000 if the item is older than 10 years
      - Note:
        - The Appliance's age will be established using its model number.
        - The Appliance Age Excess does not apply to items that were purchased for you as a replacement after a valid Smart Home claim.

Appliance's Defined Core Functionality

Appliance	Core Functionality
Fridge/Freezer	Cooling/Freezing*
Flat screen or Curved Television	Full functionality
Washing Machine**	Full wash cycle
Stove**	Heating to set temperatures
Microwave*	Full functionality
Soundbars or Bluetooth Speakers	Full functionality
Tumble dryer**	Full functionality
Dishwasher	Full wash cycle
Decoder	Full functionality
Extractor Fan	Full functionality

* Core functionality includes only the functionality outlined in the table above, and no other functionality is included.

Full functionality includes all functions of the appliance, subject to the "what is not covered" section.

* 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 used 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 prior to claiming on the appliance.
- 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 Smart Home Appliance 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.

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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.
- 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.
- Wear and tear of a non-mechanical or non-electrical nature
- 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. We will assist you to lodge this claim with the manufacturer, where you request this service.

3. 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.

4. 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) or sending an email claims@rsismarthome.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 or replacement 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. 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.

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 disaster or national emergencies - as declared by the government - or during the holiday period of 16 December to 1 January annually or labour strikes by manufacturers 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 on 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.

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  - 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.
  - No replacement will be fulfilled prior to you paying the Replacement Excesses to us.
- 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.
- 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 Smart Home Appliance Cover 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.

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 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.

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?

- 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, 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.

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 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.

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 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.

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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: 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; Wesbite: 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.

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.

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.

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.

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