



# GENERAL TERMS & CONDITIONS



## 1. IMPORTANT INFORMATION ABOUT YOUR POLICY

- 1.1 The Insurer is underwritten by Old Mutual Insure Limited. Reg. No: 1970/006619/06, a Licensed FSP & Non-Life Insurer. Your insurance policy will remain in force for as long as your premium is received (this is called the Period of Insurance). The cover provided is always subject to all the terms and conditions explained throughout your policy document.
- 1.2 These general terms and conditions apply to every section of your policy. There are also terms and conditions that apply to specific sections under your policy. You must ensure that you understand all sections of your policy document. Please contact us if you have any questions.
- 1.3 The Insurer compensates you for loss or damage you suffer from Covered Events shown in the policy, less any Excess you must pay.
- 1.4 You accept that the sharing of your insurance information between insurers, including credit information, for underwriting and claims purposes, is in the public interest. It enables insurers to underwrite policies, assess risks fairly and reduce fraudulent claims so that premiums can be limited.
- 1.5 The information that you provide to us may be stored in a shared database and used as set out above. It may also be used for any decision about your policy, or for the purposes of processing a claim.
- 1.6 Your information will only be used for the primary purpose for which it was supplied or for secondary purposes related to the primary purpose. This implies that you consent to your information being provided to another insurance company or its agents, and acknowledge that any information about you may be verified against legally recognised sources or databases.
- 1.7 This policy is based on, and includes, any information or communication, verbal or written, made by you or on your behalf.
- 1.8 Examples are given where necessary to explain certain concepts within the policy document. These examples are for clarification purposes only and do not form part of the policy.
- 1.9 Any reference to the singular includes a reference to the plural and vice versa.
- 1.10 Compensation Limits and all premiums are inclusive of VAT at the standard rate. With the direction of the Commissioner in terms of S20(7) of the VAT Act, this policy document together with proof of payment of the insurance premium constitutes a valid tax invoice. All amounts are in South African Rand, including premiums and any amounts we may pay to you. All Excess amounts are inclusive of VAT.



## 2. PURPOSE OF YOUR INSURANCE

- 2.1 The purpose of insurance is to put you in the same financial position you were in before any Covered Event occurred less any Excess you must pay. To be compensated, you must have complied with all policy terms and conditions. There are limits to the compensation for the events or items you insure. Please see your Policy Schedule for these limits.



## 3. HELPFUL DEFINITIONS

- 3.1 The following definitions apply throughout the policy and all relevant documentation. The definitions specific to each Policy Section can be found at the start of that Section.

<b>You/your/yourself/yours:</b>	Means you, the policyholder and includes your spouse/partner and or any family members who live with you and who are financially dependent on you.
<b>The Insurer/we/us/our:</b>	Refers to Pineapple, underwritten by Old Mutual Insure Limited. Reg. No: 1970/006619/06, a Licensed FSP & Non-Life Insurer.
<b>Spouse:</b>	Means a person who is: <ul style="list-style-type: none"><li>• the partner of the policyholder in any marriage, civil union, or customary union recognised by South African law; or</li><li>• living with the policyholder in a relationship that is intended to be permanent and who is named in the Policy Schedule.</li></ul>
<b>Third Party:</b>	Refers to any other person to whom you may become legally Liable to pay compensation/damages for accidental death or accidental bodily injury or illness of that person, or for accidental loss of, or damage to property belonging to that person occurring during the Period of Insurance.
<b>Policy Schedule:</b>	This sets out the type of cover you have bought, the people who are insured, the Period of Insurance, the amounts you are insured for, the Excesses that apply and the premium you must pay. Any changes to your policy will be shown in your Policy Schedule.
<b>Policy Section:</b>	Refers to a part of your insurance policy document which is specific to the type of valuable you have chosen to insure, such as Motor Vehicles, Household Contents, Buildings etc.
<b>Liability/Liable:</b>	Liability, and being held liable, means that you are responsible or accountable in terms of the law.

<b>Covered Events:</b>	Means the events that you are insured for. The Covered Events are shown in each Policy Section of your policy document.
<b>Period of Insurance:</b>	Means the period from the Cover Start Date of your insurance to midnight prior to the same day of the month one month later. Your Period of Insurance is shown in your Policy Schedule.
<b>Cover Start Date:</b>	Means the latest of the following dates you have agreed to with the Insurer: <ul style="list-style-type: none"> <li>• The date on which cover starts, as shown in your Policy Schedule</li> <li>• The date that any change to your cover becomes effective, as shown in your Policy Schedule.</li> </ul>
<b>Anniversary Date:</b>	Means the date 12 months after the Cover Start Date of your policy, unless your Policy Schedule specifically states otherwise.
<b>Excess:</b>	Means the first amount you must pay before your claim is settled. This Excess is shown in your Policy Schedule.
<b>SASRIA SOC Limited:</b>	The South African Special Risk Insurance Association.
<b>Compensation Limit:</b>	The maximum amount for which you are insured, as shown in your Policy Schedule. In terms of Motor Vehicle insurance, the Compensation Limit is determined by the Insured Value Type you have chosen.
<b>Total Loss of an Insured Item:</b>	Refers to the Total Loss of your insured Vehicle (see Helpful Definitions in the Motor Vehicles Policy Section) or the theft, accidental loss, complete destruction (or damage beyond repair) of an item insured under any Policy Section.
<b>Consequential Loss:</b>	Consequential loss is any additional loss or damage that happens as a result of a Covered Event.

3.2 **IMPORTANT:** The information you supplied to us when you applied for insurance, your Policy Schedule and the cover terms and conditions all form part of your policy and must be read together as one document.

## 100 4. YOUR RESPONSIBILITIES

- 4.1 You must check all the information you have provided to make sure it is correct, including material information. Material information is information that a reasonable person would consider essential to the Insurer in order to properly assess your risk. In assessing your risk, we can decide whether or not to insure you, what premium to charge for your risk, and whether to apply additional terms and conditions.
- 4.2 **IMPORTANT:** All information provided by you will be validated at claims stage.

**Examples of material information:** Previous cancelled short-term insurance policies, rejected claims, burglaries, accidents or judgements against you.

- 4.3 If you do not provide us with correct information, it could be interpreted as a misrepresentation, omission or non-disclosure and we will:
- reject your claim;
  - declare your policy invalid from the Cover Start Date of the policy;
  - cancel your policy;
  - recover any compensation we have given you in settlement of previous claims; or
  - refund premiums paid by you where applicable (less cost incurred by Us during the period of cover and subject to a maximum backdated refund period of 12 months).
- 4.4 You must inform us immediately if any information we have about you and/or the items you have insured changes, or is no longer true and complete. Where material information of the policy has changed and a refund is due as per the rules set out above, the refund is subject to a maximum backdated refund period of 12 months.

**Example:**

- Moving to a new residence (temporary or permanent).
- Changing the regular driver of your insured motor vehicle (temporarily or permanently).
- Convictions for offences relating to dishonesty against you or any person covered under this policy.

4.5 You need to take all reasonable precautions to prevent loss or damage, Liability, bodily injury and accidents.

**Example:**

- If your vehicle is insured with us, you must make sure it is kept roadworthy (e.g. ensure that tyres, brakes, windscreen, etc. are in good, working condition).
- An example of failing to take due care would be driving while the oil level warning light is on, as a result of a damaged oil sump, which then causes engine damage.

4.6 If there are any inconsistencies between your Policy Schedule and the rest of the policy document, the contents of the Policy Schedule will apply.

## 5. COUNTRIES IN WHICH YOU ARE COVERED

- 5.1 Your policy applies to South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe.
- 5.2 Please note however, that Personal Liability and General & Specified Items cover apply worldwide. Refer to the countries that are specifically excluded in each of your Policy Sections.

## 6. WHAT TO DO IF YOU HAVE A CLAIM

- 6.1 If an event happens that is likely to result in a claim, you must notify us as soon as possible, but no later than 30 days from the date of the incident. You can notify us via the downloadable Pineapple Application or website ([www.pineapple.co.za](http://www.pineapple.co.za)). If you do not do so, you will lose your right to lodge a claim under this policy. When submitting a claim to us you must provide:
- full details of the event;
  - all information and assistance that we may ask you for in order to obtain compensation from other persons;

- c) information relating to any other insurance policy you may have covering the same event;
  - d) proof of purchase, ownership and value statements and any other information that we may need within our specified timeline (may vary from 2 to 14 working days depending on the circumstances of the claim);
  - e) the damaged item (if requested) that you are claiming for; and
  - f) any correspondence or other documents (for example, court papers or legal letters) you have received in relation to the claim.
- 6.2 You must also provide reasonable help to:
- a) take steps against any other person to recover compensation we have given you; and
  - b) identify and recover any items that were reported lost or stolen and subsequently found.
- 6.3 We will reimburse you for any reasonable expenses you may incur in the course of helping us to process a claim. If you decline to help us, you will be required to reimburse any compensation we have given you.
- 6.4 **IMPORTANT:** You must obtain a claim number from us to confirm that your claim has been registered. If you have not obtained a claim number, it means that we have no record of your claim.
- 6.5 Unless we give you our written consent, you must not:
- a) admit you are at fault, whether verbally or in writing;
  - b) make any promises; or
  - c) offer or accept any form of compensation
- 6.6 You must notify the police of any traffic accident, or any incident that involves a crime (for example, theft or deliberate damage) within 48 hours of the incident. You must then provide us with the case number.
- 6.7 You may report a minor vehicle accident on the Pinneapple Application. You will be directed to a website which will automatically generate a Crash Report Number (CRN) for insurance claims. Note the following:
- a) You must report the minor accident within 24 hours or the next working day.
  - b) You cannot report an accident on this platform if anyone was injured, killed or involved in a hit-and-run and if the accident involved five or more vehicles.
- 6.8 You must tell us immediately if there is an incident that might lead to a claim against you. If you do not do so, we may decide not to give compensation for the claim. You must send us copies of any document/s (including legal proceedings) relating to the incident.
- 6.9 You must comply with all reasonable instructions and requests from the Insurer. We will not consider your claim if you do not comply with all of our reasonable instructions and requests.

#### INSURER'S REQUIREMENTS

- 6.10 The Insurer may take over and conduct the defence, recovery or settlement of any claim on your behalf if we have accepted your claim.

#### HOW YOU WILL BE COMPENSATED

- 6.11 If we agree to settle your claim, we may choose one or more of the following ways to give compensation:
- a) pay for a repair at a repairer acceptable to us;
  - b) replace the item through a supplier acceptable to us;
  - c) pay you out in cash; or
  - d) a combination of any of the above.
- 6.12 **IMPORTANT:** The decision about how we compensate you is ours alone. You must check the terms and conditions for compensation in each Policy Section.
- 6.13 You must ensure that any repairs or replacements approved as a result of a valid claim under this policy, must take place within 6 months from the claim approval date. We may not compensate you for this loss or damage if you do not repair or replace within this 6-month period.
- 6.14 Before we compensate you for any valid claim, you must pay the Excess shown in your Policy Schedule.

#### SALVAGE

- 6.15 You must allow us to enter the premises where the loss occurred and to remove any damaged items covered by this policy. Where a claim is settled for lost or damaged items, these items become ours. You may not abandon any property to us whether or not we have taken it if your claim is unsuccessful.

#### IF YOUR CLAIM IS REJECTED

- 6.16 We may accept or reject all or part of your claim. If we reject your claim, you have 90 days after receiving our rejection letter to object to our decision. You may email us at the email address shown in the Disclosure, Notice giving reasons for your objection. (See document attached to your Policy Schedule called 'Notice in terms of the Financial Advisory and Intermediary Services (FAIS) Act 37 of 2002').
- 6.17 We give compensation for all valid claims under this policy honestly, fairly and promptly. If you believe that we have not acted accordingly and you wish to lodge a formal complaint, please do so via the contact details listed in the Disclosure Notice (See document attached to your Policy Schedule called 'Notice in terms of the Financial Advisory and Intermediary Services (FAIS) Act 37 of 2000').
- 6.18 **IMPORTANT:** If your objection is unsuccessful, you have 6 months from the end of the 90-day period to contact the Ombudsman for Short-Term Insurance or serve a summons on the Insurer. If you do not do so in this time, we will have no obligations to you under this policy.

## CONTACTING THE OMBUDSMAN

- 6.19 We give compensation for all valid claims under this policy honestly, fairly and promptly. If you believe that we have not done so, and you wish to lodge a formal complaint, please do so via the contact details listed in the Disclosure Notice (See document attached to your Policy Schedule called 'Notice in terms of the Financial Advisory and Intermediary Services (FAIS) Act 37 of 2002').
- 6.20 If you are still not satisfied, you have the right to contact the Ombudsman for Short-Term Insurance. The contact details can be found in the Disclosure Notice (See document attached to your Policy Schedule called 'Notice in terms of the Financial Advisory and Intermediary Services (FAIS) Act 37 of 2002').
- 6.21 You have our assurance that we will abide by any decision made by the Ombudsman.

## CLAIMING UNDER MORE THAN ONE POLICY SECTION

- 6.22 We do not compensate you under more than one Section of this Policy for any Covered Event, loss or damage that arises from the same event, or for the same item.



## 7. IF YOU HAVE DUAL INSURANCE

- 7.1 If any item we insure under this policy is also insured by any other insurance company, we will only compensate you for our proportion of the claim.
- 7.2 If we agree to refund you a proportion of your premium as a result of dual insurance, we will deduct any cost incurred by Us during the period of cover from the refund due (subject to a maximum backdated refund period of 12 months).



## 8. CANCELLING YOUR POLICY

- 8.1 You may cancel this policy, or any insured item at any time via the downloadable Pineapple Application or website ([www.pineapple.co.za](http://www.pineapple.co.za)) and this cancellation will take effect at midnight on the day before your next debit date.

**Example:** If you request your policy or an item to be cancelled on the 15th of the month and your debit date is the 25th of the month, your cover and your policy will remain in force until midnight on the 24th of the month.

- 8.2 If a Covered Event leads to the Total Loss of an Insured Item during the Period of Insurance, we will not refund your monthly premium for the balance of that Period of Insurance.
- 8.3 We may cancel this policy or any Policy Section by giving you 31 days written notice, either by email or to the postal address that you have provided.



## 9. CHANGES TO YOUR COVER

- 9.1 You may change your cover at any time. You must ensure that we agree to the change telephonically or in writing and that the change will apply from the date and time agreed.
- 9.2 We may change the terms, conditions and the premiums on your policy by giving you 31 days written notice to your last known email or postal address. Any changes will only come into effect after this 31-day notice period has lapsed.



## 10. PAYING YOUR PREMIUMS

- 10.1 Having a monthly policy means that your policy runs for a period of one month, and you pay your premium each month in advance.
- 10.2 Your policy is automatically renewed each month if you pay your next monthly premium on time. It is your responsibility to ensure that there are sufficient funds in your bank account so that the debit order can be processed on the relevant Debit Date.
- a) **Debit Date:** this is the day of the month on which you have requested us to collect your monthly premium from your bank account (e.g. the 25th of each month).
- 10.3 We will make use of an authenticated debit order collection process which allows you to electronically confirm your debit order details with your bank and us (on a once-off basis) at the start of your contract.
- 10.4 If you do not authenticate the debit order collection of your premium, we will make use of an Early Debit Order Service provided by certain South African banks to collect your premium if it is unpaid on the Debit Date that you have chosen, due to insufficient funds in your account. This service allows us to track your bank account and deduct the premium when enough money is available.
- 10.5 **For your policy to start** we must receive your premium for the first month, or part thereof, in advance. If we do not receive your premium, your policy will not start. We will amend your Cover Start Date to your next permissible Debit Date and will re-attempt to debit your account. If we are still unable to collect your premium, your policy will not start.
- 10.6 **For your policy to renew each month** you must pay your premium in advance every month by no later than the Debit Date.
- 10.7 **If you do not pay your premium**, we will automatically attempt to collect the premium after 15 days. If we are unable to collect your premium, you will not have cover for this Period of Insurance.
- 10.8 **At your next Debit Date, your cover will resume and we will attempt to collect your premium.** If we are still unable to collect your full monthly premium, your policy will automatically be cancelled from the first Debit Date on which you did not pay your premium. You will have no cover for any Period of Insurance that you did not pay for.
- 10.9 **IMPORTANT:** The 15-day period described above will only apply from the second month from your Cover Start Date. The 15-day period will not apply if we have never received a single premium payment from you. In this case, non-payment will result in the policy being automatically cancelled with effect from the Cover Start Date.
- 10.10 Where the Debit Date falls on a public holiday or Sunday, the premium will be collected on the last working day prior, or the first working day thereafter.
- 10.11 If you put a stop payment on your premium, the policy will be cancelled automatically from the Debit Date on which you did not pay your premium.
- 10.12 We will charge a non-refundable recollection fee of R26.42 for each failed premium collection, irrespective of the rand value, as result of any of the following reasons for the rejection of your debit order:
- a) if there are insufficient funds in your account;
- b) if you cancelled the authorisation of the debit order; or

c) if you provided the incorrect banking details when the policy was taken up by you.

10.13 We will not charge you interest on late payment of premiums.



## 11. COOLING-OFF RIGHTS

11.1 Please note the consequences of non-payment of a monthly premium as set out in paragraphs 10.5 to 10.8

11.2 If you cancel your policy within 14 days after receipt of the contract and no benefit has yet been paid or claimed for a covered event, we will refund you within 31 days after receipt of the cancellation notice for the premiums paid up to the date of receipt of the cancellation.



## 12. POLICY VOIDANCE

12.1 If your policy is voided, we will refund the premiums paid by you (less cost incurred by Us during the period of cover), provided that the policy isn't voided as a result of the policyholders' intentional participation in a criminal activity.



## 13. ANNUAL PREMIUM ADJUSTMENTS

13.1 The Compensation Limit for your Buildings, Household Contents and General Items cover is adjusted on the Anniversary Date of your policy. This happens automatically, at a percentage calculated in line with the rate of inflation, unless you have advised us otherwise. This means that your premiums may also increase. It is your responsibility to make sure that the Compensation Limit represents the full value of your insured items in all Policy Sections at all times.



## 14. CHANGES AFTER A CLAIM

14.1 The Compensation Limit does not change when you have a claim, but your premium might be affected. We may choose to wait until the policy anniversary date to increase your premiums or we may ask you to pay a higher premium with effect from the date of loss or damage.

14.2 We may also change the terms and conditions of your policy following a claim.



## 15. UNDERINSURANCE

15.1 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 ones. When you make a claim, we will determine the replacement value at which you should have insured your items. If this value is more than the Compensation Limit shown in your Policy Schedule, it means you are under-insured and we will only compensate you for the percentage of insurance you bought, and you will be responsible for the difference.

**Example:** You have insured your household contents for an amount of R80 000. Your house is broken into and goods with a replacement value of R30 000 are stolen, which you claim from the Insurer. If, following our assessment, the current replacement value of all your household contents before the theft is proven to be R100 000 and not the R80 000 as insured, we will pay only 80% of your claim, as you were underinsured by 20%. In other words, you will receive only R24 000 and not the R30 000 you claimed. Your Excess will also be deducted from your claim.

15.2 Underinsurance does not apply to Motor Vehicles, Motorcycles, Trailers & Caravans, Personal Liability and Legal Costs Policy Sections.



## 16. PINEAPPLE REWARDS

16.1 The Pineapple Rewards is a profit share network scheme where a portion of your premiums are refunded through rewards or vouchers after 12 months on condition that you:

- a) have uninterrupted cover;
- b) don't claim; and
- c) you pay your premiums on time.

16.2 Conditions apply and these can be found in the document titled Pineapple Rewards, which is included with your policy documents.



## 17. WHAT IS NOT COVERED UNDER YOUR POLICY

### FRAUD, DISHONESTY AND MISREPRESENTATION

17.1 We do not compensate you for claims based on fraud, dishonesty or misrepresentation (giving misleading or incorrect information), including exaggerated claims. The entire claim will be rejected and your policy cancelled retrospectively from the actual incident date if you or anyone acting on your behalf submits a claim, or any information or documentation relating to any claim that is in any way fraudulent, dishonest, inflated or exaggerated.

17.2 If we compensate you for any claims that we later discover to have been based on fraud, dishonesty or misrepresentation, you must pay back the amount of the compensation immediately when we ask for it. We will cancel your policy immediately and you may face criminal charges.

### EVENTS DELIBERATELY CAUSED

17.3 We do not compensate you for any claims if you, or any person colluding with you, deliberately causes the Covered Event, loss or damage.

### WAR, RIOTS, LABOUR STRIKES OR TERRORISM

17.4 We will not accept any claims for events resulting directly or indirectly from any one or more of the following:

- a) labour disturbances, riots, strikes, lockouts or public disorder, or any acts that are aimed to cause these;
- b) war and warlike activities, for example invasion, acts of foreign enemies, and civil war (whether war is declared or not);
- c) martial law, mutiny, military uprising or a state of siege, or any event which may cause these;
- d) revolution, including protests, rebellion, civil disobedience, and inciting fear in the public;

- e) acts or attempts to overthrow the government or any local or tribal authority by force or by means of fear, terrorism or violence;
  - f) terrorism or the threat of terrorism, or the attempt to cause terrorism or the threat of terrorism -terrorism includes the use of violence or threat of violence to bring about any political aim, or to bring about any social or economic change, or in protest against any state or government or any provincial, local or tribal authority; it includes acts whether harmless to human life or not, by any person or group of people, whether acting alone or in a group; it also includes any acts committed for political religious, personal or ideological reason;
  - g) any events for which a fund is established under the War Damage Insurance and Compensation Act, No 85 of 1976 or any similar Act; and
  - h) the acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.
- 17.5 If you have selected optional SASRIA Cover, kindly refer to the relevant SASRIA policy wording (included in the policy documentation) to see which of the above risks are covered under your SASRIA SOC Limited policy.

#### CLAIMS RELATED TO NUCLEAR MATERIAL

- 17.6 We do not compensate you for claims resulting directly or indirectly from any of the following:
- a) ionising, radiation, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel - combustion includes any self-sustaining process of nuclear fission;
  - b) contamination from nuclear material in any form, including from nuclear waste;
  - c) nuclear fission or fusion; and
  - d) nuclear weapons or nuclear explosion.
- 17.7 We do not compensate you for these claims even if another event or cause (regardless of the sequence of events) contributed to the loss, damage, bodily injury or Liability.

#### CONFISCATION BY LAWFUL AUTHORITIES

- 17.8 We do not compensate you for any claims related to loss, damage, bodily injury or liability if a lawful authority takes the insured items, for example, by nationalising, commandeering, seizing, confiscating, attaching or impounding.

**Example:** If you buy a car that later turns out to be stolen and the police confiscate it from you, you cannot claim for the loss of that car.

#### CONSEQUENTIAL LOSS

- 17.9 Except where otherwise specified, we do not compensate you for claims for Consequential Loss.

**Example:** If you leave your keys in an unsafe place, resulting in your property being easily accessible and theft occurred, we will not compensate for your loss.

#### THEFT UNDER FALSE PRETENCES (SCAMS)

- 17.10 We do not compensate you for claims for Covered Events, loss or damage arising from scams, fraud or theft by false pretences.

**Example:** If you sell your car and the buyer fails to make the actual payment, we will not compensate you for the loss of the car.

#### UNAUTHORISED REPAIRS

- 17.11 Where you have not obtained our approval for repairs/replacement of your insured items, you will not receive compensation.

**Example:** If your car is damaged in an accident and you decide to have it repaired at a repairer of your own choice without obtaining approval from us, we will not compensate you for the cost of the repairs.

#### LIABILITY RELATED TO CONTRACTS

- 17.12 We do not compensate you for Liability arising from a contract you entered into unless you would have been Liable even if there were no contract, provided that the liability arises following a Covered Event to a risk item.

#### FINES AND PENALTIES

- 17.13 We do not compensate you for punitive damages, fines or penalties that you are held Liable for.

#### POLLUTION OR CONTAMINATION

- 17.14 We do not compensate for Liability related to pollution or contamination of any type. This includes the cost of cleaning up or replacing any property damaged by pollution or contamination.

#### SOFTWARE AND DATA

- 17.15 We do not compensate for loss or damage of software, content, or data.

#### CYBER TERRORISM

- 17.16 We do not compensate for loss, damage or liability caused directly or indirectly by cyber-attacks including, but not limited to schemes/scams based on fake websites, malware, social engineering (such as phishing, baiting etc.), identity theft, data restoration, distributed denial of service, hacking or cyber terrorism.
- 17.17 We do not compensate for loss, damage or liability caused directly or indirectly by cyberbullying and any resulting emotional damage.

#### ILLEGAL ACTIVITIES

- 17.18 We do not compensate for loss, damage or liability to the insured property which arises as a result of a criminal act by the insured.

## SANCTIONS

17.19 The Insurer does not insure you for, or compensate for, any event or claim which would result in the exposure of the Insurer to any sanction, prohibition or restriction under the United Nations regulation or trade or economic sanctions, laws or regulations of the European Union, the United Kingdom and the United States of America.

## GROSS NEGLIGENCE

17.20 We do not compensate for loss, damage or liability caused by your gross negligence.

## WEAR, TEAR AND BREAKDOWN

17.21 We do not compensate for wear and tear, mechanical, electronic or electrical breakdowns, failures or breakage.

## DAMAGE BY INSECTS, PESTS AND PETS

17.22 We do not compensate for damage or loss caused by insects, pests or domestic pets.

## LEAVING KEYS IN AN UNSAFE AREA

17.23 We do not compensate for any claim for loss, damage, death, injury or liability as result of you leaving your keys in an unsecure place and/or with an unknown person and/or a person with no responsibility towards the insured item.

## PLANTS AND ANIMALS

17.24 We do not compensate for, unless otherwise stated elsewhere in this document, damage or injury to plants and animals.

## DAMAGE BY DOMESTIC DISPUTE

17.25 We do not compensate for any claim for loss or damage which is the result of a domestic dispute between family members and/or between unrelated persons regardless of whether or not they form part of the same household.



## 18. PROTECTION OF PERSONAL INFORMATION (PPI)

18.1 We may use your information or obtain information about you for the following purposes:

- a) underwriting;
- b) assessment and processing of claims;
- c) credit searches and/or verification of personal information;
- d) claims checks;
- e) tracing beneficiaries;
- f) fraud prevention and detection;
- g) market research and statistical analysis;
- h) audit and record-keeping purposes;
- i) compliance with legal and regulatory requirements; and
- j) verifying your identity.

18.2 Sharing information with service providers we engage to process such information on our behalf or who render services to us. These service providers may be abroad, but we will not share your information with them unless we are satisfied that they have adequate security measures in place to protect your personal information.

18.3 You may access your personal information that we hold and may also request us to correct any errors or to delete this information. In certain cases, you have the right to object to the processing of your personal information.

**18.4 You also have the right to complain to the Information Regulator, whose contact details are:**

- a) [www.justice.gov.za/inforeg/index.html](http://www.justice.gov.za/inforeg/index.html) • Tel: 012 406 4818 • Fax: 086 500 3351 • Email: [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za).

18.5 To view our Underwriter's full privacy notice, please visit the group website on [www.oldmutual.co.za](http://www.oldmutual.co.za).



## 19. YOUR RIGHT TO ACCESS AND CORRECT YOUR INFORMATION

19.1 You have the right to request details of any personal information we hold about you. To do this, simply visit our Underwriter's Group website at [www.oldmutual.co.za](http://www.oldmutual.co.za) and view the Promotion of Access to Information (PAIA) manual which contains details about the procedure you must follow to request access to information held by Us. Please note that any such access request may be subject to a payment of a legally allowable fee, depending on the nature of the information to which you require access.



## 20. SOUTH AFRICAN LAW APPLIES

20.1 South African law applies to this policy and only the courts of the Republic of South Africa may deal with any dispute in respect of this policy.