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### 01 | Welcome

Thanks for choosing Discovery Insure. Discovery Insure offers a unique insurance product that gives you greater control over your insurance benefits, premium and rewards.

#### Your Discovery Insure Plan

Your Discovery Insure Plan gives you cover for a range of car and household assets with options to tailor the cover to meet your needs. We use the money you pay as premiums to pay for the benefits described in your Plan Guide and Plan Schedule if you suffer a financial loss arising from an insured event.

#### This document will help you understand the finer details of your Discovery Insure Plan

It is important that you fully understand the protection given to you for the benefits you have chosen. If you want to enjoy full cover at all times, it is important that you follow the terms, conditions, exclusions, exceptions and endorsements of your Plan. Please read this Plan Guide carefully as it explains the terms and conditions of your cover. We may update this guide from time to time. We will let you know when we make any changes but it is your responsibility to keep up-to-date with these changes as they may affect your benefits.

This Plan Guide is effective from 1 April 2017.

#### Terms and conditions of your Plan

All the information you need on the benefits Discovery Insure offers is in this Discovery Insure Plan Guide. Details of your chosen Discovery Insure benefits are in your Plan Schedule. More details on these benefits are in the annexures to your Plan Schedule. This Plan Guide refers to the terms and conditions of the Vitalitydrive benefit. An overview of the Vitalitydrive terms and conditions is on www.discovery.co.za (from here on referred to as the website). You need to read the Plan Guide and Plan Schedule together, including the annexures and website terms and conditions, as they make up your whole Discovery Insure Plan. If the terms and conditions in the Plan Guide, Plan Schedule and on the website conflict, what the Plan Guide states will apply. You must always follow the terms and conditions of your Plan. You may lose your benefits if you do not.

#### You will receive an updated Plan Schedule after important changes to your benefits

The updated Plan Schedule will replace the old version of the Plan Schedule. It is important that you check each Plan Schedule carefully, including the annexures, to ensure that the assets you have insured and the benefits you selected are correct. You must let us know if these are not correct.

In this guide, we will use the symbol 

to show you when you should refer to your Plan Schedule and annexures for more details on your benefits.

### 02 | Contact details

### Need more information on your Plan? Discovery Insure can help

We look forward to helping you sort out any problems and encourage you to contact us. For any event, you are welcome to contact:

#### Discovery Insure contact centre on:

- Telephone: 0860 751 751
- Email: insureinfo@discovery.co.za
- Fax: 011 539 1189
- Mail·

Discovery Insure PO Box 3888 Rivonia 2128

Physical address:155 West StreetSandtonJohannesburg

#### Discovery Insure Claims on:

■ Telephone: 0860 751 751

#### Discovery Insure complaints on:

■ Email: insurecomplaints@discovery.co.za

#### Discovery Insure Compliance Officer on:

- Telephone: 011 529 2980
- Email: compliance@discovery.co.za

#### SASRIA

- Tel: 011 214 0800 / 086 172 7742
- Email: contactus@sasria.co.za
- Fax: 011 447 8630 / 086 172 7329

Mail: PO Box 653367 Benmore

#### Need help with Discovery Insure?

If your problem is not satisfactorily resolved, you may contact:

#### The Ombudsman for Short-Term Insurance:

■ Telephone: 011 726 8900

Fax: 011 726 5501

■ Email: info@osti.co.za

Mail

The Ombudsman for Short-Term Insurance PO Box 32334 Braamfontein 2017

### Do you have a problem with your financial adviser?

If your problem is not satisfactorily resolved, you may contact:

#### The FAIS Ombud

Telephone: 012 470 9080

Fax: 012 348 3447

■ Email: info@faisombud.co.za

Website: www.faisombud.co.za

Mail:
 The FAIS Ombudsman
 PO Box 74571
 Lynnwood Ridge
 0040

#### Help stop insurance fraud

Fraud increases claims costs, which in turn increases premiums. It is also a criminal offence and punishable by law. Discovery Insure is committed to stopping fraud for the benefit of the industry as a whole. If you know of or suspect someone is being fraudulent, please contact:

#### **Discovery Forensic Services:**

■ Toll free phone: 0800 004 500

Toll free fax: 0800 007 788

■ Email: discovery@tip-offs.com

#### The SAIA Insurance Fraud line:

■ Telephone: 0860 662 837

■ Email: insurance@fraudline.co.za

# **03** | About your Discovery Insure Plan

### 3.1 | What can I insure on my Discovery Insure Plan?

You can insure motor vehicles and household assets like buildings, furniture, appliances, clothing and electronic devices that belong to you, the people who live with you or the people who are financially dependent on you. You must have an insurable interest in the assets you cover on your Plan. This means that if the assets on your Plan are lost, stolen or damaged you will suffer a financial loss. The assets that you insure under this Plan must be permanently located in South Africa.

#### 3.2 | When does my cover start?

If you have paid your premium and you have given us all the information we need from you, your cover will start on the date shown on your Plan Schedule ③. We may choose to void or cancel your cover if you mislead us, do not pay your premium or fail to give us the information needed.

### 3.3 | Which period do my premiums relate to?

Your premiums are collected in advance and are used for your cover for the following month. You will be billed for any premiums due between the date the Plan starts and the next premium due date, at the start of your cover.

#### 3.4 | How long will my Plan be valid for?

Provided that we receive your premium, your Plan remains in force and will be automatically renewed from month to month. You may cancel your Plan at any time.

#### 3.5 | What if I make changes to my cover?

You can make changes to your Plan at any time. You will be given a replacement Plan Schedule 9 when you make changes to your Plan, which will show the date when the changes you have made will take effect. Check the new Plan Schedule 9 carefully to make sure that the assets you've insured and the benefits you've selected are correctly recorded on it. We will use the version of the Plan Schedule 9 in effect at the time of the loss to determine your benefits when you claim.

#### 3.6 | What if I cancel my Plan?

You may cancel your Plan at any time. You will not be covered after the date of cancellation. You will forfeit any rewards that may have been earned but not paid during the period before cancellation. We will collect any outstanding premiums that may be due before we cancel your Plan.

#### 3.7 | Consent

Sharing of claims and underwriting information by insurers is important. It helps the insurance industry to underwrite and assess risks fairly. It benefits you to help stop fraudulent claims and to keep premiums as low as possible.

The consent you give Discovery Insure means you allow us to check any insurance information provided by you or on your behalf for any insurance policy or claim made or lodged by you and any person covered under your Plan. This allows us to share this information with other insurance companies or their agents. The information that you provide to us will be treated as confidential. Please be aware that this information may be used and checked against other legitimate sources or databases. You also agree to let Discovery Insure check your details with a registered credit bureau of our choice for underwriting purposes.

#### 3.8 | How we use your DQ-Track data

We will not use your DQ-Track data (smartphoneenabled or standalone) for purposes of approving claims. We will use the information to verify time and location of an incident. We may use the information for general risk management and underwriting purposes to ensure that you receive the best cover possible.

## **04** | Important definitions

#### Accidental damage

Loss or damage from any accidental event.

#### Building

Building is the immovable structure, that includes the main building and outbuildings, whether attached to the main building or not, including all fixtures and fittings at the risk address and constructed as shown in your Plan Schedule  $\Theta$ . The following structures will be taken as part of the building: paths; driveways constructed of brick; concrete; paving, asphalt or stone (not gravel); walls, gates and fences (excluding hedges); swimming pools, filters, pumps; tennis courts; geysers; solar panels; boreholes and water tanks for domestic use; septic tanks; sauna and spa baths; aerials and satellite dishes; as well as water, sewerage, gas, electricity and telephone connections.

#### Caravan

A vehicle that is not selfpropelled, but needs to be towed by a motor vehicle and is used for private and leisure purposes. Self-propelled caravans and similar vehicles are defined as motor vehicles.

#### Credit provider

The financial institution with which you have a credit agreement.

#### Date of loss

This is the date of the incident. This must happen during the period you have cover with us.

#### Day / days

Ordinary calendar days, including weekends and public holidays.

### Driver Quotient (DQ) Points

### Essential, Classic and Executive Plans

Driver Quotient points are the mechanism that Discovery Insure uses to measure your driving behaviour and to determine your status on the Vitalitydrive benefit. Discovery Insure will use these points to calculate your fuel rewards. Each DQ Point you earn enables you to get fuel rewards on R1 of fuel or Gautrain spend, or both.

#### Dynamic Plan

Driver Quotient points are the mechanism that Discovery Insure uses to measure your driving behaviour and to determine your premium.

#### DQ-Track

This is the device that is used to measure your driving behaviour for the Vitalitydrive benefit and can be either:

- Smartphone-enabled
- Standalone

## Estimated maximum loss (Portable possessions section)

The amount that you have given as the maximum total loss you may suffer, per category, from a single claim event.

#### Excess

This is the amount you contribute for each claim. Your excess amount will be the total of your basic excess or chosen basic excess and any additional excess amounts, such as voluntary or compulsory, that apply to the specific claim event, as shown in your Excess Annexure and Plan Schedule .

The Pedal cycle excess is the total of your excess and any additional compulsory amount, as shown in your Excess Annexure and Plan Schedule 3.

#### Fuel

Refers to petrol or diesel.

#### **Fuel Network**

The retailers chosen to be part of the Discovery Insure Fuel Network (from here on referred to as the network) and who will accept your Vitalitydrive or any other authorised Discovery Insure service provider cards.

#### Market value

The average of the retail value and trade value of the vehicle.

#### Money

Cash and negotiable instruments (such as cheques, postal orders, money orders, traveller's cheques and gift vouchers).

#### Motor vehicle

A self-propelled road vehicle operated by a driver. Motorcycles are specifically excluded from this definition.

#### Motorcycle

A self-propelled vehicle with two, three or four wheels operated by a rider, such as on or off road motorcycles, quad bikes and all terrain vehicles.

#### Nominated value

The value you have given us which you believe to be the current retail value of your vehicle, adjusted for mileage and condition, if you sell it. This value is shown in your Plan Schedule 3 as the sum insured.

### Notional and notionally allocated

Notional or notionally allocated is the term we use when we refer to the amount we accumulate to your Excess Funder Account. Because this amount does not actually change hands, it is referred to as a notional allocation, although it is available to you when you have a valid claim and if you wish to withdraw a portion after every third anniversary of your Plan.

### Period of insurance (also cover period)

The period of time we agree to insure you as stated in the Plan Schedule or any agreed renewal period. This is subject to us receiving your premium on or before the premium due date.

#### Plan

This is your policy and is made up of your Plan Guide, Plan Schedule → and all annexures to the Plan Guide and Plan Schedule →. These documents must be read together as one contract and may be updated.

#### Plan Schedule

This document contains your personal details, items insured, Plan type, the options you chose, your cover effective date, your premium amount, the amount payable at the due date and any voluntary and/or additional excesses. The Plan Schedule includes annexures that give you extra information, such as the Benefit Limit Annexure and Excess Annexure, but is not limited to these annexures.

#### Premium

The amount you must pay to receive cover as stated in the Plan Schedule →. This may change from time to time. This premium must be paid at the start of each period for which you want cover. The premium must be paid monthly in advance, on or before the date as stated in the Plan Schedule →.

#### Primary driver

The person who drives or is in control or in possession of the vehicle most often and is premium rated accordingly. The name of the primary driver is stated in your Plan Schedule ③. Please let us know if the primary driver changes at any time, as it may affect the premium and the outcome of a claim.

#### Retail value

For vehicles, retail value is the value that the vehicle can generally be bought for, from a recognised member of the motor vehicle trade industry. This value is obtained from the Auto Dealer's Guide published by Transunion Auto Information Solutions (Pty) Limited, or any similar publication approved by us and adjusted for mileage and condition. For watercraft the value of the boat as detailed in the Plan Schedule ③ at the time of the loss or damage.

### Rewards Fund (Young Adult benefit)

A fund created for the Young Adult benefit where primary drivers younger than 26 can accumulate up to 25% of their motor vehicle premiums every six months. This amount can increase or decrease based on how well they drive. At the end of every six months the amount in the fund will be paid out into the nominated bank account.

#### Risk address

The address where your home, outbuildings and/or household contents are located, or where your vehicle(s) usually park(s) – as stated in the Plan Schedule .

#### Settlement balance

The amount that you must pay your credit provider at the date of loss to settle your outstanding balance in terms of your credit agreement.

Any arrear instalments, interest and/or finance charges on these arrear instalments will be excluded from your outstanding balance.

#### Sum insured

The amount provided or chosen by you. This is the maximum amount that we will settle if you have a valid claim under the different benefits of this Plan, less your excess. This is stated in the Plan Schedule 

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#### Trade value

The value that the vehicle can be sold for, to a recognised member of the motor vehicle trade industry. This value is obtained from the Auto Dealer's Guide published by Transunion Auto Information Solutions (Pty) Limited, or any similar publication approved by us and adjusted for mileage and condition.

#### Trailer

A vehicle (other than a caravan) that is not self-propelled and is designed or adapted to be towed by a self-propelled vehicle. Self-propelled trailers and similar vehicles are defined as motor vehicles.

#### Vitalitydrive

This is a driver behaviour programme Discovery Insure offers, designed to help you understand how safe you are on the road and to guide you on how to improve your safety on the road.

It rewards you for being a good driver. When you take up the benefit, you get a Vitalitydrive card on the Essential, Classic and Executive Plans. Chosen service providers are part of the Discovery Insure fuel network and they will accept your Vitalitydrive card.

Vitalitydrive is compulsory on the Dynamic Plan and optional on the Essential, Classic and Executive Plans.

An additional monthly premium is payable for the Vitalitydrive benefit.

If you have chosen the Vitalitydrive benefit, the terms and conditions of this benefit will apply to you. The terms and conditions are available on www.discovery.co.za. You accept that the terms and conditions apply to you and all drivers registered on the Vitalitydrive benefit.

The terms and conditions, including those on www.discovery.co.za, form part of your Plan and are legally binding.

#### Voluntary excess

An amount additional to the basic excess which you have voluntarily chosen, as shown in your Plan Schedule  $\Theta$ , to reduce your premiums.

#### Watercraft

Motor boats, sail boats, ski boats, rubber ducks, wet bikes and jet skis as listed in the Plan Schedule . This includes the hull, superstructure, fittings, machinery, engines, motors, gear and equipment that would normally be sold as one unit excluding the trailer.

#### We / us / our

Discovery Insure – a registered short-term insurance company in terms of the Short-term Insurance Act 53 of 1998. Discovery Insure is a licensed financial services provider in terms of the Financial Advisory and Intermediary Services Act 37 of 2002.

#### You / your / yours / yourself

The Planholder and members of the household who normally live with the Planholder, excluding any tenants. The Planholder is named in the Plan Schedule ③.

## **05** | Important conditions

The following conditions apply to all sections of your Plan, unless they are varied by specific conditions, exclusions or exceptions stated under a particular section:

#### 5.1 | Amendments

We may amend, endorse or limit cover in terms of your Plan at any time by giving you 30 days' written notice. Any change/s you make will be effective from the time and date agreed to.

#### 5.2 | Assets must be located in South Africa

Your vehicle must be registered in the Republic of South Africa. Other assets that you insure under your Plan, must be registered and/or permanently located within the borders of the Republic of South Africa. The relevant section may be voided from the start and any premium and benefits paid, refunded if we find this to be false at any time.

#### 5.3 | Automatic increase of sum insured

The sum insured under household contents, buildings, general clothing and personal effects, may be increased automatically on the anniversary date of your Plan. This does not change your duty to make sure that the sum insured represents the correct replacement value at all times.

#### 5.4 | Average / under-insurance

You must insure your household contents and building for the correct value. The correct value is the total, current replacement cost of your insured property. This is listed as the sum insured on your Plan Schedule . If at the time of any loss or damage, the amount which is needed to replace all your insured property with similar and/or new property is more than the amount it is insured for, you will be expected to bear your share of the loss or damage for the difference.

**For example:** If the correct replacement value of your household contents is R600 000 and you have insured it for R300 000 and you have a loss of R100 000, you will only be compensated for 50% of your loss (or R50 000).

### **5.5** | Breach of conditions requiring your assistance

We reserve the right to cancel your Plan and claim repayment from you for any amounts we have paid in settlement of your claim if you breach or fail to comply with our claim procedure and the rules set out in this Plan Guide.

#### 5.6 | Cancellation

You may cancel your Plan or any section thereof at any time. We may cancel your Plan or a section thereof by giving 30 days' written notice.

#### 5.7 | Change of your details

You must inform us immediately if there are any changes to the risk details. These changes are not limited to a change in your risk address or primary driver details.

Continued cover and calculation of your premium is based on the specific risk information that you give us. If you present a different version of your risk to us to get cover, to reduce premiums or for any other reason, this may count against you in the event of a loss.

#### 5.8 | Conditions relating to your cover

You will not have cover, unless:

- You comply with the claims procedure set out in your Plan; and
- You have followed all the terms and conditions of your Plan and any endorsements that might be contained in the Plan Schedule ④; and
- You can provide acceptable documentary, evidentiary or quantifiable proof of the existence of and your lawful right to the item you are claiming for; and
- You install all stipulated minimum and additional security and/or tracking/recovery devices and maintain these and all other declared security devices in full working order at all times.

#### **5.9** | Correspondence

Any correspondence emailed or posted to you will be considered read, if addressed to your last known email or postal address.

#### 5.10 | Declaring this Plan void

Your Plan or any part of it can be declared void by us if any details which affect our decision to provide cover in terms of this Plan or if any information that would affect our decision to provide you with the cover in terms of this Plan is withheld from us at any time. Should you fail to advise us of any change of any details provided to us, we will have the right to cancel this Plan or the section from the time that the change occurred.

#### **5.11** | Dispute resolution and time bar

If we refuse responsibility, reject a claim, or void your Plan, or if you do not agree with the amount of a claim, you must let us know within 90 days of receiving the letter of rejection, settlement or avoidance. Send your complaint in writing to:

#### **Discovery Insure Complaints**

Telephone: 0860 751 751

Email: insureescalations@discovery.co.za

If your dispute is not satisfactorily resolved, you can send a complaint to the Ombudsman for Short Term Insurance (OSTI). See Section 2 for contact details.

Your Plan requires you to serve summons on us within 12 months after receiving the letter of rejection, settlement or avoidance. If you do not do so within this time you will no longer be able to claim the benefit under the Plan.

#### **5.12** | Excess

There may be an excess for every insured event you claim for. This is the amount that you must contribute for your claim to be settled. Look at your Excess Annexure and Plan Schedule → for the excess or excesses applicable.

### 5.13 | Fraud, misrepresentation and inaccurate information

All benefits in terms of this Plan in respect of any claim will be lost and this Plan may be voided or cancelled at our discretion:

- Where there is misrepresentation, nondisclosure, misdescription by you or anyone acting on your behalf; or
- If false or incomplete information is supplied for any fact and/or circumstance in connection with an application for cover or in connection with a claim in terms of this Plan by you or anyone acting on your behalf; or
- If any claim or part thereof under this Plan is in any way fraudulent, or if fraudulent means or devices are used by you or anyone acting on your behalf to get any benefit under this Plan, or if any insured event under this Plan is occasioned by your intentional conduct or any person acting on your behalf or with your involvement; or
- If any fraudulent information and/or document, whether created by you or any other party is provided to us by you or anyone acting on your behalf or with your involvement in support of any claim under this Plan and whether or not the claim itself is fraudulent; or
- If the size of any claim is inflated by you or anyone acting on your behalf or with your involvement, for any reason whatsoever, and whether the claim itself is fraudulent.

Where any benefit under this Plan is forfeited in circumstances set out in this section, we will have the right to cancel your Plan retrospective to the reported incident date or actual incident date, whichever is the earliest.

#### 5.14 | Interest on damages

No interest will be payable on any amount due by us in terms of your Plan unless a South African court of law orders otherwise.

#### 5.15 | Items covered under a guarantee

Anything covered by any guarantee, service contract, purchase contract or any agreement of any type is excluded from your Plan.

#### 5.16 | Legal jurisdiction

This Plan is subject to South African law and to the jurisdiction of a South African court. We are not liable for any legal costs and expenses not incurred in the Republic of South Africa.

#### **5.17** | Matching building materials

If your building is repaired and we can't get an exact match, we will use materials that match the damaged or lost materials as closely as possible. We will only do this to the part of the building where the loss or damage has occurred. We won't pay for matching building materials to create a uniform effect throughout your building.

### 5.18 | Method of providing benefits (indemnity) and betterment

We may repair, replace, reinstate or pay cash to you in respect of the amount of damages or, where appropriate, use any combination of these methods. You will have to pay a contribution where the condition and/or value of the insured property is improved as a result of repair or replacement. You will be responsible for the excess. You may need to sign a release or discharge before we finalise a claim.

#### 5.19 | More than one policy

If there is one or more insurance policy in force which covers the same insured event, we will only be responsible for our rateable proportion of the loss.

#### **5.20** | More than one section

You cannot claim under more than one section of this Plan for any insured event, loss or damage that arises from the same event or the same item. You may choose under which section to claim from, if you are entitled to claim under more than one section.

#### 5.21 | Noting of credit provider's interests

Where the insured property is the subject of a credit agreement and disclosed to us, the interest of the credit provider is noted in your Plan. In the event of a claim we will pay the credit provider first, to reduce any amount owed by you. The credit provider's acceptance of the amount will be a discharge of our responsibility for that portion of your claim. Any remaining amount will be paid to you.

### **5.22** | Pre-inspection of your motor vehicle and motorcycle

If your vehicle is not new, we require an inspection certificate from an approved Discovery Insure service provider. You can also complete your vehicle inspection using the Discovery app on your compatible smartphone. Cover is conditional upon this inspection, as shown in your Plan Schedule  $\Theta$ .

A new motor vehicle or motorcycle is a vehicle that has been purchased from an approved motor dealer as brand new.

#### 5.23 | Premium payments

You must pay the premium on the due date. If we don't receive your premium on the due date, you will be given a grace period of 15 days from the due date to pay your outstanding premium. You will not be covered during the period that the outstanding premium relates to, until the outstanding premium is paid.

We will lapse your Plan if we don't receive the outstanding premium during the grace period. The grace period doesn't apply to the first premium due to activate the cover. We may lapse your Plan immediately if this first premium is unpaid

We will lapse your Plan without giving you a grace period if you put a stop payment on your premium. We will not be obliged to reinstate your Plan after it has lapsed due to us not receiving your premium.

#### 5.24 | Prescription

We will not be liable for claims submitted to us after 12 months from the date of loss which led to the claim.

#### **5.25** | Prevention of loss

You must take all reasonable precautions for the maintenance and safety of the insured property. This means that you must take reasonable steps to prevent and/or minimise loss, damage, death, injury, liability and accidents. You may carry out emergency repairs to prevent further damage with our consent.

#### **5.26** | Prior loss history

We may base our risk acceptance on your prior loss, incident and claims history. If your statement is false, it is a breach of the Plan and we have the right to treat your policy or any section thereof as voidable or charge backdated premiums.

#### 5.27 | Reinstatement of the sum insured

The sum insured on your Plan will not be reduced by any claims. This condition applies separately to household contents, buildings and general clothing and personal effects.

#### 5.28 | Repairer or supplier of our choice

We have the right to insist that any repair and/or replacement to be carried out must be done at or by a repairer or supplier of our choice.

#### **5.29** | Salvage

You must allow us to take possession of the damaged items covered by this Plan, so we can deal with it in a reasonable manner. You are not entitled to abandon any property whether taken possession of by us or not. In the event of a payment by us for a loss, the salvage and/or any proceeds recovered from the sale of the item/s is ours.

#### 5.30 | Security measures

You must inform us immediately if the required security measures stated in your Plan Schedule 3 are not met. Failure to do this may influence your claim or premium.

#### 5.31 | Set-off

We have the right to deduct (set-off), from any benefit payment due to you, any amount which you may owe us as a result of any erroneous or overpayment to you and for which you are not entitled to.

#### 5.32 | Territorial limits

The sections in terms of this Plan are limited to insured events occurring in the following territories.

 Vehicles: Angola, Botswana, the Democratic Republic of the Congo, Kenya, Lesotho, Malawi, Mozambique, Namibia, Republic of South Africa, Rwanda, Swaziland, Tanzania, Zambia, Zimbabwe. If the vehicle is damaged outside the Republic of South Africa, repairs other than emergency repairs may only be carried out in the Republic of South Africa.

- Household contents and buildings: Risk address situated in the Republic of South Africa.
- Portable possessions: Worldwide
- Personal liability: Worldwide
- Watercraft: Namibia, Mozambique and the Republic of South Africa or their territorial waters (waters extending to a maximum of 20km off their coasts) and Botswana, Lesotho, Swaziland, Malawi, Zambia and Zimbabwe.

### 5.33 | Time period for repairs and replacements

Repairs and replacements must be completed within 6 months of the date that we approve your claim. If you delay the repairs or replacements after this period, we will only pay the agreed amount at the date of our authorisation of the claim and you will be responsible for the balance of the cost of repairs or replacement increase.

#### **5.34** | The Plan / Contract of insurance

Your application for your Plan, together with this Plan Guide, your Plan Schedule → and all its annexures, form the contract of insurance between us and you. If any detail is not recorded correctly, please let us know as soon as possible as any incorrect information may affect your ability to claim or the payment of a claim under your Plan.

#### 5.35 | Total loss

We have the right to decide when the insured property can be declared a total loss. A total loss is where the cost of repairs plus salvage amounts to more than the insured value of the item at the time of the loss.

If we take ownership of your vehicle as salvage, you remain responsible for any outstanding toll fees, traffic fines, licensing fees and penalties. This may be recovered from you or from any amount we owe you.

#### **5.36** | Transfer and cession

You may not transfer or cede your rights in terms of this Plan to any other person.

### 06 | How to claim

In an emergency, please contact Discovery 911 on 0860 999 911 for immediate assistance. Please contact your financial adviser or our call centre on 0860 751 751 to notify us of a claim.

### **6.1** | Your responsibilities when making a claim

The following conditions are extremely important to the claims process and are your responsibility. If you do not meet these conditions it may influence the outcome of your claim.

- You must advise us within 72 hours, if possible, but not later than 30 days of the loss or damage taking place.
- You must provide us with true and complete information about the event for which you are claiming.
- You must report a theft, burglary, hijacking or any crime related incident to the police immediately if possible to do so, but no later than 24 hours after the incident.
- You must provide us with any proof, information, affidavits and co-operation we may need.
- You must let us know of any other insurance policy which covers the same insured event. If the same event is covered by another policy we will only be responsible for our share of the loss.
- You must tell us immediately if you become aware of any possible prosecution, legal proceedings or claims against you.
- You must tell us immediately of any information in connection with the event, even after the claim has been notified to us or even finalised.
- You may not instruct your own attorney, admit liability, make any statements, offers, promises or payment to or negotiate or settle your claim, under any circumstances.
- You must get our written approval before repairing, replacing or disposing of any damaged or destroyed item for which you have submitted or intend submitting a claim.
- You will be responsible for all excesses for every event that leads to a valid claim.
- You must help us in any recovery action against any third party responsible for the loss or damage. We will pay you for any extra reasonable expenses you incur in helping us.

#### 6.2 | Information that we will need

We need the following to process your claim:

- Your Plan number
- Police case number, where applicable (see 6.3)
- A detailed list of all items, lost, stolen or damaged.

You must send us this information in reasonable time for us to finalise your claim. You must immediately send us any other documentation that you may receive in connection with the event.

### 6.2.1 | Extra information needed for vehicle claims

- The location of the vehicle
- A copy of the driver's licence
- Names, addresses, ID numbers and licence details of other drivers involved in the accident
- Details of the owners of the vehicles or the property involved (including their addresses, contact details and insurance policies covering the vehicles or property)
- Makes and registration numbers of all the vehicles involved
- Injuries to any passengers in any of the vehicles and any other injuries caused directly by the event
- Registration or deregistration papers in event of a total loss (stolen or write-off).

#### 6.2.2 | Towing and storage process

Your vehicle must be towed by a Discovery Insure approved provider that has been sent or authorised by our call centre. You must contact our call centre on 0860 999 911 to arrange towing of your vehicle. If towing is arranged by Discovery Insure, we will tow your vehicle to an approved repairer closest to where the loss or damage happened.

Do not allow any unapproved towing to take place. If you do not call our call centre we will only pay up to the amount shown in your Benefit Limit Annexure  $\Theta$  and you will be responsible for any balance of the towing and storage cost.

Please remember to get a list of the items inside the vehicle from the towing company when your vehicle is towed. This list should include items that can be easily taken such as radios, alloy wheels, tools and spare wheel.

#### 6.2.3 | Towing procedure after repatriation

Once your vehicle has been repatriated to within the borders of South Africa, you must follow the towing procedure outlined in 6.2.2.

#### 6.2.4 | Windscreen and window glass

It is important that you use a Discovery Insure approved service provider to carry out windscreen and window glass repairs or replacement. You must contact our call centre directly on 0860 751 751 and follow our instructions and get authorisation to have this repaired or replaced.

#### **6.3** | Notifying the police

You must report a theft, burglary, hijacking or any crime-related incident immediately if possible to do so, but no later than 24 hours after the incident.  You must report an accident where a third party is involved or injuries have been sustained, as soon as possible, but no later than 24 hours after the incident.

You must get a copy of the police report, a copy of your statement to the police (if any) and details of the police station and police case number. We will need these to process your claim.

#### **6.4** | Claims preparation costs

We will pay you back for expenses you incur to get any information or documents that we may need to process your claim. The maximum amount that we will pay you is limited to the amount shown in the Benefit Limit Annexure  $\Theta$ .

#### 6.5 | Settlement of your claim

We will settle all valid claims as quickly as possible. We must investigate the validity of all claims and delays in approving claims may occur. Your benefits will be limited to the amount and settlement basis shown in your Plan Schedule and your Benefit Limit Annexure ①, less your excess amount. Your excess amount will be the total of your basic excess or chosen basic excess and any additional excess amounts that apply to the specific claim, as shown in your Plan Schedule and Excess Annexure ②.

**Did you know?** With effect from 19 August 2016, you may use your Discovery Miles to pay for any excess. You may use your Excess Funder Account (EFA) to pay for any motor vehicle or motorcycle excess.

We can settle your claim in any of the following ways:

- Repair the item/s
- Replace the item/s
- Cash payment
- Or a combination of the above at Discovery Insure service providers of our choice.

If we take ownership of your vehicle as salvage, you remain responsible for any outstanding toll fees, traffic fines, licensing fees and penalties. This may be recovered from you or from any amount we owe you.

#### **6.6** | Legal proceedings in your name

We can act on your rights and obligations against any other party to recover costs or defend any claim against you, when you submit a claim which we have accepted.

### **6.7** | Discovery Insure functions on the Discovery smartphone apps

#### 6.7.1 | Emergency response

The Discovery Insure function on the Discovery app will let you get emergency assistance by pushing the panic button on the app. If the service is unavailable, please call Discovery 911 on 0860 999 911.

#### 6.7.2 | SmartClaims

The Discovery Insure function on the Discovery app will allow you to start a non-emergency claim. If you have not heard from us within two working days of using the app, please call 0860 751 751. Discovery Insure does not accept liability if the notification is not received.

#### 6.8 | Proof of ownership

You need to give us proof of ownership and value for any item for which you are claiming.

If you cannot provide a valuation certificate or acceptable proof of ownership and value, you will be limited to the amount shown under the General Section in the Benefit Limit Annexure (9).

#### 6.9 | Online Vault

You may store all your documents, such as valuation certificates, acceptable proof of ownership and value, as well as important personal documents in your secure Online Vault.

You must keep the original documents, as these may be required at claims stage.

If you, or your financial adviser, have stored all the documents relating to the items of your Portable Possessions claim, the basic excess or chosen basic excess as shown in the Excess Annexure → may be waived when claiming for a total loss for these items.

This excess will not be waived for documents added after the incident date.

### **6.10** | Xpress Repairs (Comprehensive option, all Plans)

You must submit your motor vehicle's minor damage claim on www.discovery.co.za or on the Discovery app.

If your motor vehicle claim is approved as an Xpress Repairs claim, we will complete your motor vehicle repair within five working days (excluding weekends and public holidays) of starting the repair.

If we do not complete the repair in this time period, we may reimburse the following month's premium for the damaged motor vehicle.

Refer to the terms and conditions of Xpress Repairs on www.discovery.co.za for a comprehensive overview of this benefit.

### 07 | Vehicles

### 7.1 | What can be insured under the vehicles section of your Plan?

You may insure motor vehicles as well as motorcycles, quad bikes and similar vehicles, trailers and caravans that you have insurable interest in.

#### **7.2** What events are you covered for?

The events that you are covered for depend on the cover that you have chosen. You may choose from the following cover options for vehicles:

- Comprehensive
- Third party, Fire and Theft
- Third party.

The cover you have selected for each of your vehicles is shown in your Plan Schedule **③**.

#### 7.2.1 | Loss or damage to your vehicle

The comprehensive option covers you for loss of or damage to your vehicle that is caused by theft, hijacking, hail, storm, fire, lightning, explosion, malicious or accidental damage. We cover theft of sound equipment only if there has been forcible and violent entry into the vehicle.

The Third party, Fire and Theft option covers you for loss of or damage to your vehicle that is caused by fire, theft or hijacking of the vehicle itself. Malicious and accidental damage is excluded. We cover theft of sound equipment only if there has been forcible and violent entry into the vehicle.

The Third party option does not cover loss of or damage to your vehicle.

#### 7.2.2 | Windscreen and window glass damage

You will be covered for damage to the windscreen and window glass of your vehicle if you have comprehensive cover.

#### 7.2.3 | Third party liability

We will pay if you become legally liable to pay compensation or expenses due to an event which results in:

- Accidental death or bodily injury
- Accidental loss or damage to property.

### 7.2.3.1 | Claims which are not covered under third party liability

You will not have cover under this benefit for the following events:

- Any claim or liability that is prohibited, limited or covered in terms of the Road Accident Fund Act 56 of 1996 (as amended or replaced at the date of loss) or any similar legislation.
- Death of or bodily injury to:
  - A member of your household, or a member of your family that normally resides with you
  - Any person, other than your domestic staff that works for you, if the death or bodily injury arises from and in the course of their employment
  - Any person carried in or on a caravan or trailer attached to the motor vehicle
  - Any passenger if the vehicle is being used as a taxi
  - Any person in, or on, or getting on or off the back of an open-backed vehicle, scooter, motorcycle, quad bike, or any similar vehicle.

- Arising out of the spread of fire when a motorcycle, threewheeler, quad bike or any similar vehicle is being used off road.
- Damage to property:
  - Belonging to you or any member of your household or in your custody or control or the custody and control of any member of your household
  - Being carried in or on a caravan or trailer.
- Any consequential loss.
- Where the vehicle was driven without your permission.
- Liability for loss of or damage to a vehicle being towed by your vehicle.

#### 7.2.3.2 | Other vehicles

You will have third party liability cover while driving a vehicle that does not belong to you or to a member of your household. This cover does not extend to rented vehicles or vehicles that have such liability covered by another insurance policy. It also does not cover any physical damage to the vehicle being driven by you, or being towed by you, nor the loss of or damage to property being carried by this vehicle.

#### 7.2.3.3 | Other drivers

We will cover third party liability arising from any other person's use of your insured vehicle, if:

- They had your express permission
- They are not covered for this under any other policy
- They have not been refused insurance cover
- They meet all applicable terms and conditions of the Plan.

### 7.3 | Benefits included (Comprehensive option only)

Your Plan also includes the following valuable benefits for your convenience:

#### 7.3.1 | Car hire – Classic and Executive Plans

We will pay for a hired car while your motor vehicle or motorcycle is being repaired, or has not been recovered after a theft or hijacking and we are finalising your claim, on the following conditions:

- The hired car must be arranged through our contact centre. Please refer to your Plan Schedule of or details of the car type and for the maximum number of days that we will provide you with a car.
- You must return the hired car as soon as possible but not later than 24 hours of being notified that your motor vehicle or motorcycle can be collected or that we have settled your claim. We will not pay for the costs of the hired car after that point.
- You must return the hired car if the maximum number of days has been reached, even if you have not received your repaired motor vehicle or motorcycle, or settlement of your claim.
- If you choose to use your own repairer, the number of days for car hire will be limited to the repair time communicated by Discovery Insure.
- We will only be responsible for the costs of the hired car where we have approved your claim.
- You will be liable for the costs of the hired car if we do not pay your claim.
- You will be subject to the terms and conditions of the specific rental or hire agreement signed at the time of taking the hired car, including other costs such as but not limited to fuel, toll fees, traffic fines and any excess.

#### 7.3.2 | Car hire – Uber benefit

You may choose to exchange your car hire as shown in 7.3.1 for R1 500 towards your Uber services.

If your motor vehicle claim qualifies for Xpress Repairs, you may choose to exchange your car hire as shown in 7.3.1 for R750 towards your Uber services.

#### 7.3.3 | Car hire - DriveMe

If you have a valid claim and injured and unable to drive, you may ask us to replace your car hire benefit with the DriveMe service provider of our choice. This benefit will be to a maximum value of R5 000 and for a period of not more than two months.

If you choose the DriveMe option you will not be entitled to the car hire benefit.

#### 7.3.4 | Keys, locks and remote control units

We will cover the loss of or damage to keys, locks and remote control units for your vehicle, limited to the amount in your Benefit Limit Annexure ⊕.

#### 7.3.5 | Towing and storage

We will cover the combined cost for towing and storage within the borders of South Africa, up to the amount shown in your Benefit Limit Annexure ⊕.

#### 7.3.6 | Repatriation

If you have a valid claim for repairs outside the borders of the Republic of South Africa, we will pay for the cost of returning the vehicle to the Republic of South Africa, up to the amount shown in your Benefit Limit Annexure  $\Theta$ .

#### 7.3.7 | Delivery after repair

We will cover the cost of delivery of the vehicle to you after a repair, to the address as shown in your Plan Schedule ⊖.

#### 7.3.8 | Recovery costs following theft or hijack

We will reimburse you for reasonable costs that you incur to recover your insured vehicle following theft or hijack. You must receive our consent prior to incurring the cost for your claim to be valid. The maximum amount that we will pay is shown in your Benefit Limit Annexure  $\Theta$ .

#### 7.3.9 | Emergency repairs

We will reimburse you for emergency repairs to allow you to carry on with your journey if you have a valid claim for your vehicle under this section. You can authorise these emergency repairs without first getting our approval. You will then need to give us a full itemised invoice to receive your reimbursement. The maximum amount that we will pay is shown in your Benefit Limit Annexure ③.

You should follow the normal claims process if the cost of the emergency repairs is more than this limit.

#### 7.3.10 | Excess Waiver

We will waive your excess if your motor vehicle or motorcycle is involved in an accident with a third party who is insured subject to:

- DQ-Track fitted to your motor vehicle or motorcycle
- Discovery Insure legal team confirming that the third party is at fault.

#### 7.3.11 | Borrowed vehicles

If your vehicle is comprehensively insured and is out of use for service or repair and you borrow a vehicle that is not covered by any other insurance policy, we will at your request pay the owner for loss or damage up to the chosen retail, market or nominated value of your vehicle less any excess. In the event of a total loss the settlement value of the borrowed vehicle will be adjusted for mileage and condition. The settlement amount will not exceed that of your vehicle, as shown in your Plan Schedule .

#### 7.3.12 | Trauma cover

We will cover you or your domestic staff for professional counselling after a hijacking or a major vehicle accident. We will cover you up to the amount stated in your Benefit Limit Annexure ②.

#### 7.3.13 | Damage caused by rats or pests

Damage or loss caused by rats or other pests will be limited to the amounts shown in the Benefit Limit Annexure  $\Theta$ .

#### 7.3.14 | Vehicle modification following disability

If a primary driver indicated on your Plan Schedule suffers permanent physical disablement as a result of an accident while driving a vehicle that is comprehensively insured by us, we will pay to have the primary driver's vehicle specially modified up to the amount that is shown in your Benefit Limit Annexure ②.

This benefit will only apply once per primary driver who becomes disabled.

### 7.4 | Optional benefits (Comprehensive option only)

You may enhance your benefits under your chosen Plan to suit your specific insurance needs. The optional benefits that you have chosen is shown in your Plan Schedule ③.

#### 7.4.1 | Essential and Dynamic Plans car hire

You may extend your Plan to include a hired car for 30 days. You may further extend this benefit as set out in 7.4.2 and 7.4.3. The benefit rules that will apply will be the same as described in 7.3.1, 7.3.2 and 7.3.3.

#### 7.4.2 | Upgrade your hired car

You may upgrade the type of hired car. The type of car that you have upgraded to will be shown in your Plan Schedule ③. The benefit rules that will apply will be the same as described in 7.3.1.

#### 7.4.3 | Car hire extender

You may extend the number of days of your car hire as per the table that follows. Your selected option is shown in your Plan Schedule <sup>③</sup>. The benefit rules that will apply will be the same as described in 7.3.1.

If you have chosen the Uber services option as shown in 7.3.2 and your vehicle claim takes more than 30 days to be finalised, you will be given an additional R1 500 towards your Uber services in exchange for the extended car hire benefit.

Essential and Dynamic Plans	Classic Plan	Executive Plan
	Limits	
Extend to 60 days, if optional 30 days benefit is selected	30 days included, option to extend to 60 days	30 days included, option to extend to 60 days

#### 7.4.4 | Write-off accelerator

You may select the percentage of damage at which your motor vehicle will be considered a write-off, following a single event. This percentage is shown in your Plan Schedule ③. If the cost of the damage to your motor vehicle is more than the selected percentage of its value, you may ask that the motor vehicle be written off. Your motor vehicle must be fitted with a DQ-Track.

Any damage that happened before the write-off event will not be taken into account when calculating the write-off amount.

The repair cost of any pre-existing damage will be deducted from your settlement.

#### 7.4.5 | Credit shortfall

Where we declare your vehicle a total loss after an insured event and there is a gap between the value of the vehicle and the amount that you owe the finance company, we will settle the difference up to the amount as shown in your Plan Schedule ③, less:

- Any amount refundable to you (in terms of the credit agreement as at the date of loss, not limited to insurance premiums, including short-term insurance, credit life or motor warranty premiums); and
- Any extra amounts added to the principal debt in terms of the credit agreement, including extra equipment which is not specified on your Plan, and any finance charges and interest relating to these extra amounts.
- The maximum amount that we will pay is shown in your Benefit Limit Annexure ③.

To help us to process your credit shortfall claim, you must:

- Give us or authorise us to get a copy of your credit agreement or other agreement between you and the credit provider, a statement of your account with the credit provider (including a full transaction history) and a copy of your credit application.
- Give us proof, information and affidavits that we need to process the claim.
- The costs associated with obtaining this information will be for your own account. If the credit agreement has been terminated for whatever reason, you will not be entitled to receive any benefits.

It is your responsibility to ensure that the benefit is removed from your Plan when it is no longer needed.

#### 7.5 | Optional benefit (Executive Plan only)

#### 7.5.1 | MultiVehicle

This means that the driver, who is the primary driver for more than one motor vehicle covered by this option, is noted and rated, as shown in your Plan Schedule ③. Your premium may be discounted if you choose this option and the following applies:

- All motor vehicles covered under this option must be fitted with a DQ-Track.
- None of the motor vehicles covered under this option may be in use at the same time
- If more than one motor vehicle is in use at the same time, cover is invalidated.

If you intend to use more than one of your motor vehicles at the same time, you must tell us so that the motor vehicles can be appropriately covered.

## 7.6 | Optional benefit (Comprehensive and Third Party, Fire and Theft option only)

You may enhance your benefit under your chosen Plan to suit your specific insurance needs. If you have chosen this benefit it will show in your Plan Schedule  $\Theta$ .

### 7.6.1 | Extra equipment fitted to the standard model of your vehicle

You must let us know if any extra equipment has been fitted to your vehicle and the specified value that you want to insure this extra equipment for. These may be factory-fitted or non-factory fitted and includes equipment like sound equipment, satellite navigation devices, tow-bars. You will not be covered for any extra equipment unless this has been specified to us and is shown in your Plan Schedule . Where the equipment was not fitted by the vehicle manufacturer as standard factory-fitted equipment proof of purchase and ownership must be given to us to help us process your claim.

When you buy your vehicle, ask the dealer to give you a full list of the extras that have been fitted to your vehicle and their value, so that these can be included.

## 7.7 | How much are you covered for after the loss of or damage to your vehicle?

You may choose to insure your vehicle for:

- Market value; or
- Retail value; or
- Retail value booster

You may change this at any time. If your vehicle does not have a readily available retail or market value, you may insure your vehicle on a nominated value basis.

If your vehicle is insured on the nominated value basis it is your responsibility to give us the current retail value of your vehicle at each anniversary. If you do not update the nominated value, it will not change. If the condition of your vehicle worsens after the nominated valuation but before a claim, the amount of compensation may be lower if there is a claim. The value for which your vehicle is insured is shown on your Plan Schedule  $\Theta$ .

Vehicles that are registered with SAPVIN numbers or as a Code 3 (for example rebuilt vehicles) have a lower retail value than the published value for that particular vehicle type and will be settled at the lower value.

# 7.7.1 | How do we calculate the retail, Retail value booster, market or nominated value of your vehicle and specified extras when you claim?

We use an independent trade authority in the motor vehicle industry to determine the retail or market value of your vehicle and any extras you have specified.

- Where there is no retail or market value readily available, or
- Where the retail or market value available is older than six months, we will:
  - Determine the value by taking the average retail value, or market value (whichever one you have chosen), including the specified extras, given by three independent motor industry sources of our choice.
- Where your vehicle is insured on a nominated value basis, we will:
  - Determine a retail value for your vehicle and any extras that you have specified by taking the average retail value given for your vehicle by three independent motor industry sources of our choice.

#### 7.7.2 | Retail and market value

If your vehicle is:

- Repairable we will pay the cost of the repairs to your vehicle.
- Written off, including stolen or hijacked:
  - We will pay the replacement value of a new vehicle of similar make and model at the date of loss if your vehicle is less than 12 months old from first registration.
  - We will pay the market or retail value at the date of loss, depending on the cover option that you have chosen if your vehicle is older than 12 months.

### 7.7.3 | Retail value booster (motor vehicle, comprehensive option only)

If your motor vehicle is:

 Repairable – we will pay the cost of the repairs to your motor vehicle.

- Written off, including stolen or hijacked:
  - We will pay the replacement value of a new motor vehicle of a similar make and model at the date of loss, if your motor vehicle is less than 12 months old from first registration.
  - We will pay the retail value, plus 15% if your vehicle is older than 12 months.

#### 7.7.4 | Nominated value

If your vehicle is:

- Repairable we will pay the cost of the repairs to your vehicle.
- Written off, including stolen or hijacked
  - we will pay the retail value at the date of loss of your vehicle. The retail value is determined by taking the average of three valuations provided by three independent motor industry sources of our choice.

We will only pay up to the sum insured as shown in your Plan Schedule  $\Theta$ .

#### 7.8 | Who is allowed to drive the vehicle?

Anyone with a valid driver's license can drive your vehicle, unless otherwise stated and shown in your Plan Schedule  $\Theta$ .

#### 7.9 | Use of your vehicle

It is important that you insure your vehicle for the correct use. The use of the vehicle is important in determining the risk and the premium you will pay. You must inform us immediately if the use of your vehicle changes.

The use that you have selected is shown in your Plan Schedule *③*. There are two options that you may select from:

- Private and professional use means you use your vehicle for social and private purposes, including travel between home and your regular place of work and occasionally for business purposes (not more than six occasions in a calender month). Your cover does not include the carrying of goods for business purposes.
- Business use means that in addition to private and professional use, you can use your vehicle for instances where the vehicle forms an essential part of the performance of any work or function. Your cover includes the occasional carrying of goods for business purposes (not more than six occasions in a calender month).

If you have insured your vehicle for the incorrect class of use, your claim will be subject to an additional compulsory excess as shown in the Excess Annexure ③.

You will not have cover for:

- Commercial travelling, such as couriers, plumbers, electricians, garden services, etc
- Carrying fare-paying passengers
- Giving lifts to passengers for profit
- The carrying of goods for commercial purposes, where income is derived from using the vehicle
- Conducting driving lessons for reward
- Hiring the vehicle out for reward.

#### 7.10 | Further damage after an accident

If your vehicle is in an accident and is used or driven before the repairs have been done, you will be responsible for the cost of repairs for any further damage to the vehicle related to the accident.

#### 7.11 | What is not covered?

You will not have cover:

- If the driver of the vehicle at the time of the event was under the influence of alcohol or drugs
- If your vehicle is hired out or used for reward
- If your vehicle is used for motor racing, rallies, speed trials, track days or other contests
- While your vehicle is in the custody and control of the motor trade for any purpose other than overhaul, upkeep or repair
- If your vehicle is used as an armed response, armed reaction, paramedic or reservist vehicle or any other law enforcement activities

If you use your vehicle for community patrol (Neighbourhood Watch) activities, it is covered, but not for any response or law enforcement activities. You must advise the SAPS or armed response service of an incident and must not put your vehicle purposefully at risk while doing these activities.

- If your vehicle is used or modified for commercial or trade purposes including commercial travelling, couriers or carrying commercial or trade goods
- For wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages
- If you or any person with your permission is driving or towing your vehicle and is not fully licensed to drive
- If you or any person with your permission is driving or towing your vehicle with a licence that is endorsed for drunken or reckless and negligent driving
- For loss or damage from theft or hijack where the vehicle is not fitted with security and/or tracking recovery devices as stated in the Plan Schedule 🕙
- For loss of income
- If the driver of the vehicle refuses to give a breath or blood sample to an official or duly authorised Discovery representative, or where the driver unlawfully leaves the scene of the accident
- Damage to tyres by the application of brakes or by punctures, cuts or bursts

- We do not compensate for liability where you or the driver have insurance or liability cover under any other motor vehicle insurance legislation
- For damages that happened before the start date of cover (pre-existing damages)
- Damage caused directly or indirectly as a result of modifications to the engine to enhance performance of the vehicle
- For prior damage unless the event that caused the prior damage is a valid claim registered separately
- If your vehicle is in an unroadworthy condition
- If your vehicle is cloned
- For any consequential loss except for car hire as detailed in your Plan Schedule
- Loss or damage that is caused by using the incorrect fuel.

If a licence was issued in a foreign country and in an official South African language, the licence is valid until the holder gets permanent residency or citizenship of South Africa. When the licence-holder becomes a permanent resident or citizen, they have a period of 12 months to convert the licence to a South African driving licence.

It is your responsibility to properly look after your vehicle, especially the condition of important safety equipment such as tyres, brakes, shocks and windscreens.

## 08 | The Vitalitydrive benefit

### **8.1** | This section and the table below describes certain aspects of the Vitalitydrive benefit for the Plan type you have chosen

Refer to the terms and conditions of Vitalitydrive on www.discovery.co.za for a comprehensive overview of this benefit.

	Essential Plan	Dynamic Plan	Classic Plan	Executive Plan
Excess Funder Account	✓	×	<b>✓</b>	<b>✓</b>
Fuel rewards	<b>~</b>	×	<b>~</b>	<b>~</b>
Smartphone-enabled DQ-Track	<b>~</b>	<b>~</b>	<b>~</b>	<b>~</b>
Standalone DQ-Track	<b>✓</b>	×	<b>✓</b>	<b>~</b>
Vitalitydrive card	<b>✓</b>	×	<b>~</b>	<b>~</b>
5 Star Days	<b>✓</b>	×	<b>✓</b>	<b>✓</b>
Active Rewards	<b>✓</b>	<b>~</b>	<b>✓</b>	<b>✓</b>
Young Adult benefit	<b>✓</b>	×	<b>~</b>	<b>✓</b>
Premium review after three months	×	<b>~</b>	×	×

The term motorcycle under this section refers to on road and dual purpose motorcycles only.

#### 8.2 | Vitalitydrive – Essential, Classic and Executive Plans

### 8.2.1 | Who gets the Excess Funder Account and premium refund benefits?

For the purposes of this section, "you" means a Discovery Insure client who chooses the Vitalitydrive benefit and who activates their Vitalitydrive card.

#### 8.3 | Excess Funder Account

You may choose to have your fuel premium refund (see 8.4 below) notionally allocated to your Excess Funder Account. Discovery Insure will match this allocated amount to the Excess Funder Account if you choose this option.

### 8.3.1 | Excess Funder Account benefit for motor vehicle and motorcycle excess

This allows you to pay for or reduce your total excess on a motor vehicle or motorcycle claim when the claim is higher than the total excess.

We work out the Excess Funder Account benefit available when you claim as:

The amount notionally allocated (see the "Important definitions" section) to the Excess Funder Account

LESS the sum of all Excess Funder Account benefit amounts you used to pay for any previous excesses

LESS any amounts you may have withdrawn.

### 8.3.2 | Excess Funder Account benefit for claims less than your excess

You can also use the Excess Funder Account benefit when your motor vehicle or motorcycle claim is less than any additional excess, whether you chose this or we applied it. However, the claim must be greater than the basic excess you need to pay according to your Plan.

### 8.3.3 | Excess Funder Account benefit for a hired

Following an incident with a hired car you may use your Excess Funder Account for the hired car excess payable. You would need to settle the excess and claim it back from us. The excess is determined by the car hire agreement.

#### 8.3.4 | Refund after three years

You have a further benefit as a Vitalitydrive member. You will be allowed to withdraw up to 50% of the value notionally allocated to your Excess Funder Account as a refund anytime after your third Plan anniversary. You forfeit the other 50%. So if your Excess Funder Account has a notional balance of R10 000, you can have R5 000 refunded to you and give up the balance.

This benefit is available to you after every third Plan anniversary. This means, for example, after your third, sixth and ninth year with Discovery Insure, you can get up to 50% of the notional value of the Excess Funder Account at the 3rd, 6th and 9th Plan anniversaries respectively.

We will work out the current notional value of your Excess Funder Account as:

The amount notionally allocated to the Excess Funder Account

**LESS** the sum of all Excess Funder Account benefit amounts you claimed to pay for any previous excesses

LESS any amounts you may have withdrawn.

#### 8.3.5 | Cancellation

If your Discovery Insure Plan or Vitalitydrive benefit is cancelled at any time by you or us, you will lose the Excess Funder Account benefit.

#### 8.4 | Premium refund based on fuel spend

8.4.1 | If your motor vehicle or motorcycle is insured on the comprehensive option, you will get a percentage refund on your purchase of fuel at the end of each month, as long as you use the fuel network ("your network spend"). The qualifying network spend will be limited by the number of DQ Points you have earned, and your total network spend, whichever is lower.

You may link monthly Gautrain spend by registering the driver's Gautrain Gold Card number to the driver, as shown in the Plan Schedule .

The premium refund due to you will be paid directly into the bank account from which you pay your premium soon after the end of each calculation period, unless you want the refund notionally allocated into your Excess Funder Account (see 8.3).

- 8.4.2 | If your motor vehicle or motorcycle is comprehensively insured, you may increase your percentage refund by:
  - Taking your motor vehicle or motorcycle to a Discovery Insure approved service provider for an Annual MultiPoint check. You will only get this increased percentage, if you complete and your motor vehicle or motorcycle passes the Annual MultiPoint check, and/or
  - Insuring your household contents and/ or building for a minimum of R250 000 (supported).

The percentage referred to in 8.4.2 is shown in the table below for the Plan type you have chosen.

#### Limits

	Essential Plan		Classic and Executive Plans		Motorcycle All Plans
	Not supported	Supported	Not supported	Supported	Supported
Annual MultiPoint check not passed	Up to 5%	Up to 10%	Up to 10%	Up to 20%	Up to 10%
Annual MultiPoint check passed	Up to 12.5%	Up to 25%	Up to 25%	Up to 50%	Up to 25%

#### **8.5** | Active Rewards with Vitalitydrive

Each primary driver, with Vitalitydrive, will be rewarded for every consecutive 100km of event-free driving through Active Rewards, limited to one reward per week.

Event-free driving is defined as:

- Smartphone-enabled DQ-Track 4 or 5-Star trips
- Standalone DQ-Track no harsh acceleration, braking, cornering and no speeding.

Event-free kilometres are determined on a trip basis, which means the following:

- If a trip has a harsh event or is rated a 3-Star trip, the whole trip is discarded.
- As soon as a trip is discarded, your event-free kilometres total is reset to zero.

Refer to the terms and conditions of the Vitalitydrive benefit on www.discovery.co.za for a comprehensive overview of this benefit.

#### 8.6 | DQ-Track

#### 8.6.1 | Smartphone-enabled

The most DQ Points you can receive each month is 1 400 points. If your Plan is claims-free for three years, this limit extends to 1 600 points each month. The maximum monthly premium refund is R800 for each Discovery Insure driver who has selected the Vitalitydrive benefit.

#### 8.6.2 | Standalone

The most DQ Points you can receive each month is 1 300 points. If your Plan is claims-free for three years, this limit extends to 1 500 points each month. The maximum monthly premium refund is R750 for each Discovery Insure driver who has selected the Vitalitydrive benefit.

#### 8.7 | Young Adult benefit

- The Young Adult benefit is available to all primary drivers ("young adults") younger than 26 years old.
- It is available only to drivers who have
   Vitalitydrive with DQ-Track selected on all vehicles of the young adult.

- A driver can have the young adult option on one Plan only.
- You must have given us the cellphone numbers of the driver and the Planholder so that we can send driving feedback to you.

The young adult no longer qualifies for the benefit in the year they turn 26.

#### 8.7.1 | Young Adult benefit rewards

Young adults will have 25% of their motor vehicle premiums notionally allocated to their Rewards Fund upfront, at the start of each six month cycle.

At the end of every month and based on the Plan type chosen, the Rewards Fund will be added to or reduced according to the young adult's Vitalitydrive status as follows:

Essential Plan	Classic and
	Executive Plans

Drivers can increase their Rewards Fund each month by driving well

Base	-R100	Base	-R200
Neutral	R0	Neutral	R0
Engaged	R25	Engaged	R50
Advanced	R100	Advanced	R200

At the end of every month the Rewards Fund will decrease according to the young adult's night-time driving kilometres. We will deduct R10 for every kilometre driven between 23:00 and 04:30.

After six months, the balance in the Rewards Fund will be paid into the nominated bank account for the young adult to use as they choose.

#### 8.7.2 | Premium adjustment

The young adult will receive a premium adjustment at the end of every six months, depending on the number of kilometres of night-time driving over the previous six-month period:

#### Premium adjustment based on night-time driving

Monthly average night-time kilometres	Premium increase
0-50	0%
50-100	10%
100-150	15%
150-200	20%
200+	25%

These premium adjustments are in addition to their annual premium review at Plan anniversary and will apply for a period of six months only.

#### 8.8 | Vitalitydrive – Dynamic Plan

#### 8.8.1 | Who gets the premium review?

For the purpose of this section, "you" means a Discovery Insure client who chooses the Vitalitydrive benefit on this Plan. The primary driver's premium is based on their Vitality status or three month's average driver performance score (DQ Points).

#### 8.8.2 | Premium review period

The primary driver's motor vehicle or motorcycle premium will be reviewed after three months from the start date of cover. This review will be based on the primary driver's driver performance score (DQ Points).

Your premium will also be reviewed at the anniversary of your Plan. This review will be based on the primary driver's driver performance score (DQ Points), in addition to the annual inflationary increase.

#### 8.8.3 | Premium adjustment based on your Vitality status or driver performance score (DQ Points)

The premium adjustment at the start of the Dynamic Plan will be based on the following:

- The primary driver's Vitality status or;
- The primary driver's three month's average driver performance score (DQ Points)

#### 8.8.4 | Active Rewards with Vitalitydrive

Each primary driver, with Vitalitydrive, will be rewarded for every consecutive 100km of event-free driving through Active Rewards, limited to one reward per week.

Event-free driving is defined as:

Smartphone-enabled DQ-Track –
 4 or 5-Star trips

Event-free kilometres are determined on a trip basis, which means the following:

- If a trip has a harsh event or is rated a 3-Star trip, the whole trip is discarded
- As soon as a trip is discarded, your event-free kilometres total is reset to zero.

Refer to the terms and conditions of Vitalitydrive on www.discovery.co.za for a comprehensive overview of this benefit.

## 09 | Household contents

#### 9.1 | What can be insured under the household contents section of your Plan?

You may insure household contents and personal items belonging to you at the risk address as shown in your Plan Schedule . We will only cover household contents that are inside a building made of brick, stone or concrete and covered with a roof made of slate, tile, concrete, fibrous cement or metal or if agreed by us and as shown in your Plan Schedule . a building of non-standard construction such as wood or thatch.

#### 9.2 | What are you covered for?

Depending on your chosen Plan type, you are covered for loss or damage to household contents in your building from:

•	Essential and Dynamic Plans	Classic Plan	Executive Plan
Accidental damage	Optional	Optional	<b>~</b>
Fire, lightning, explosion	<b>~</b>	<b>~</b>	<b>~</b>
Storm, rain, wind, hail, snow or flood	<b>~</b>	<b>~</b>	<b>~</b>
Power surge	<b>~</b>	<b>~</b>	<b>~</b>
Earthquake	<b>~</b>	<b>~</b>	<b>~</b>
Theft or attempted theft. If there are no visible signs of forced entry, theft cover is limited. The maximum amount that we will pay is shown in your Benefit Limit Annexure ③.	<b>~</b>	<b>✓</b>	<b>~</b>
Malicious damage	<b>~</b>	<b>~</b>	<b>~</b>
Bursting, leaking or overflowing of geysers, water or oil apparatus or pipes. We don't cover damage to these items.	<b>~</b>	<b>~</b>	<b>✓</b>
Impact on the dwelling by:	***************************************	***************************************	***************************************
■ Vehicles	<b>~</b>	<b>~</b>	<b>~</b>
Animals	<b>~</b>	<b>~</b>	<b>✓</b>
<ul> <li>Aircraft and other aerial devices or anything that falls from them</li> </ul>	<b>~</b>	<b>~</b>	<b>✓</b>
<ul> <li>Falling trees except in the event of trees being cut by non-professional tree fellers</li> </ul>	<b>~</b>	<b>~</b>	<b>~</b>
■ Collapse of television/aerials, masts and satellite dishes.	<b>~</b>	<b>~</b>	<b>~</b>

#### 9.3 | Benefits included

The benefits listed below may be included in your chosen Plan type. Refer to the Benefit Limit Annexure  $\bigcirc$  for the limits applicable:

#### 9.3.1 | Cover away from home

We will cover your household contents for loss or damage caused by an insured event when:

- Inside a building where you temporarily live
- Temporarily inside an occupied private residence
- Deposited for safe keeping at any hotel, guesthouse, club, bank or safe deposit
- At any registered furniture storage depot provided that you have told us of this change
- Inside the building of a business for the purpose of being made-up, altered, renovated, repaired, cleaned or dyed, excluding theft or attempted theft
- Inside a building or office where you are employed. Theft or attempted theft is limited to the amount as shown in the Benefit Limit Annexure 🕙
- The vehicle carrying your household contents is damaged due to fire, explosion, collision, overturning or theft of the entire vehicle when you are permanently moving to a new risk address or when your household contents is being transported to or from any registered furniture storage depot. Theft of items from the vehicle is limited to the amount as shown in the Benefit Limited Annexure 3. Breakage to articles, like glass, crockery and china, if packed by a registered removal company is limited to the amount as shown in the Benefit Limit Annexure 3. Scratching, denting, chipping, cracking and tearing of items are excluded.
- Being transported to or from a bank or safe deposit facility and a hijack or armed robbery occurs.

### 9.3.2 | Accidental damage to television sets and glass

We will cover you for accidental loss or damage to the following:

- Any television set, and/or allied audio visual equipment
- Any glass or mirror glass that forms part of any article of furniture.

We will not cover damage as a result of:

- Electrical, electronic or mechanical breakdown or any process of repair or maintenance
- Scratching, denting, chipping, cracking or tearing of the items
- Subsidence and landslip.

The maximum amount that we will pay is shown in your Benefit Limit Annexure **③**.

#### 9.3.3 | Power surge

We will cover you for power surge to your household contents items up to the amount shown in your Benefit Limit Annexure  $\Theta$ .

#### 9.3.4 | Guests' and domestic employees' property

We will cover your guests' or full-time domestic employees' household goods and personal items for losses occurring at your building provided that the items are not insured elsewhere. The maximum amount that we will pay is shown in your Benefit Limit Annexure  $\Theta$ .

#### 9.3.5 | Fridge and freezer contents

If the contents in refrigerators or freezers inside your building is accidentally spoiled by a change in temperature we will cover you up to the amount stated in the Benefit Limit Annexure ②. We will not pay for more than two claims in any 24-month period.

We will not cover loss or damage:

- After an intentional cut by the power or gas provider due to non-payment
- To the refrigerator or freezer, unless you have selected the Executive Plan or the optional accidental damage benefit on the Essential, Dynamic or Classic Plans.

#### 9.3.6 | Groceries and household goods in transit

If the vehicle carrying your groceries and other household goods is damaged due to fire, explosion, collision, overturning or theft of the entire vehicle, we will cover you for loss up to the amount stated in the Benefit Limit Annexure ③.

#### 9.3.7 | Keys, locks and remote control units

We will cover the loss of or damage to keys, locks and remote control units for the insured building up to the amount stated in your Benefit Limit Annexure  $\odot$ .

#### 9.3.8 | Trauma cover

We will cover you or your domestic staff for professional counselling after a fire, violent theft, attempted theft, hold-up or armed robbery. We will cover this up to the amount stated in your Benefit Limit Annexure  $\Theta$ .

#### 9.3.9 | Personal documents

We will cover you for the replacement of your identity document, driver's licence and passport following an insured event up to the limit as shown in the Benefit Limit Annexure  $\Theta$ .

#### 9.3.10 | Rent and alternative accommodation

If you are renting the building and it is unsuitable to be lived in due to an insured event, we will pay you for either of the following:

- Rent you pay as the occupier
- Alternate accommodation of similar value and location.

We will only pay for the period reasonably needed to make your building suitable to live in again. The maximum amount that we will pay is shown in your Benefit Limit Annexure  $\Theta$ .

#### 9.3.11 | Fire brigade charges

We will cover you for the reasonable costs charged by an authorised body for extinguishing a fire to prevent or reduce loss or damage to your building. The maximum amount that we will pay is shown in your Benefit Limit Annexure ②.

#### 9.3.12 | HomeProtector (security guards)

If we decide that security guards are needed to protect your household contents after an insured event, we will arrange and pay for security guards. The maximum amount that we will pay is shown in your Benefit Limit Annexure  $\Theta$ .

#### 9.3.13 | Gifts at dwelling for special events

We will cover loss of or damage to gifts and additional provisions at your building that occurs between one month before and one month after a wedding, anniversary, religious or other celebration. The maximum amount that we will pay is shown in your Benefit Limit Annexure ③.

#### 9.3.14 | Goods in the open

We will cover you for your household contents while on the grounds of your building. The maximum amount that we will pay is shown in your Benefit Limit Annexure  $\Theta$ .

#### 9.3.15 | Loss of water from leaking pipes

We will compensate you for amounts that you owe the authorities for water lost due to leaking pipes in the building or on its grounds. You will only enjoy cover for this benefit if:

- The water consumption reading is at least 50% more than the average of the previous four readings, as determined by the appropriate local authority
- You took immediate steps to trace and repair the leak as soon as you discovered the leak.

The maximum amount that we will pay you for this benefit is shown in your Benefit Limit Annexure <sup>③</sup>.

You will only be allowed to claim once per incident and we will not pay more than two claims in any 12-month period.

The maximum amount that we will pay you for this benefit is shown in your Benefit Limit Annexure ③. You will only be allowed to claim once per incident and we will not pay more than two claims in any 12-month period.

We do not cover:

- The costs to trace and repair the leak
- Loss of water from leaking taps, geysers, toilets and swimming pools, including the inlet and outlet pipes of swimming pools
- Losses if the building is unoccupied for more than 60 consecutive days, unless you have chosen the optional benefit as referred to in 9.4.3.

#### 9.3.16 | Business goods and equipment

If you have a valid claim for household contents at your building, we will also cover loss or damage to business goods and equipment kept at your building if it is not covered by another insurance policy. The maximum amount we will pay is shown in your Benefit Limit Annexure  $\Theta$ .

#### 9.4 | Optional benefits

You may choose any of the following benefits and these will only be covered if shown in your Plan Schedule 🥺

•	Essential and Dynamic Plans	Classic Plan	Executive Plan
Accidental damage to household contents	<b>~</b>	<b>~</b>	Included
Goods in the open (increased limit)	<b>~</b>	<b>~</b>	✓
More than 60 consecutive days unoccupied	<b>~</b>	<b>~</b>	✓
Comprehensive subsidence and landslip	<b>✓</b>	<b>~</b>	<b>✓</b>

### 9.4.1 | Accidental damage to household contents

We will cover accidental damage to your household contents that happens in your building. The maximum amount that we will pay per claim is shown in your Benefit Limit Annexure  $\Theta$ .

We do not cover:

- Tools, gardening implements or garden furniture
- Automatic swimming pool cleaning equipment
- Laptops, portable electronic and cellular devices
- Subsidence and landslip
- Cracking or scratching of glass, glassware, or any similar breakable article
- Chipping or denting of furniture or domestic appliances
- Deterioration of stock.

#### 9.4.2 | Goods in the open

We will cover your goods in the open up to the increased amount as shown in the Benefit Limit Annexure  $\Theta$ .

#### 9.4.3 | More than 60 consecutive days unoccupied

We will cover you for loss or damage if your building is unoccupied for a period of more than 60 consecutive days. There must be visible signs of violent and forced entry or exit following theft or attempted theft.

### 9.4.4 | Comprehensive subsidence and landslip

- We will cover loss or damage to your household contents as a result of destruction or damage to your building caused by subsidence or landslip. We will not cover loss or damage directly or indirectly caused by or worsened by:
  - Normal settlement, shrinkage or expansion of any building or part of a building, faulty design or construction of any building
  - Faulty materials or workmanship
  - Alterations, additions or repairs to any building
  - The removal or weakening of support to any building
  - Poor compaction or infill

- Excavations above or below ground except excavations done during mining operations
- The movement of solid floor slabs or any other part of the building, unless the foundations behind the external walls of the building are damaged at the same time.

#### We will not cover:

- Consequential loss of any kind except those stated in Section 9.3 of this Plan
- Work needed to stop more damage caused by subsidence or landslip.
- You may need to prove that the loss or damage was caused by landslip, subsidence or both before we will approve your claim. The excess amount that you will need to pay for a claim caused by subsidence or landslip is shown on your Plan Schedule and Excess Annexure ④.

#### 9.5 | How much are you covered for?

We will cover you for the replacement cost of your household contents at the date of loss, limited to the sum insured shown in your Plan Schedule . You must make sure that the sum insured you give us, is equal to the value of all the contents in your dwelling, calculated at their new retail price. You must ensure that this value is always up-to-date. Failure to insure correctly could result in average being applied.

While we will always try to replace property "like for like", this is not always possible. The material, pattern or model may no longer be available and we will, therefore have to replace it with similar material, pattern, make or model.

### 9.5.1 | Sub-limits apply for some events and items

We will cover you up to the amount shown in your Benefit Limit Annexure  $\Theta$  for theft or attempted theft:

- From any outbuildings
- Of jewellery and watches, when not in use and not locked in a securely locked wall safe or floor-mounted safe, unless specified in the portable possessions section.

#### 9.6 | What is not covered?

#### You will not have cover for:

- Money, negotiable instruments (such as cheques, postal orders, money orders, traveller's cheques and gift vouchers), stamps, medals or coins
- Theft or attempted theft from the building while lent, let, sub-let or being renovated, unless there is forcible, violent entry or exit
- Loss or damage from the building when vacant, abandoned or illegally occupied
- Wrongful use by a tenant
- Accidental damage while lent, let or sublet
- Household contents left in the open, unless designed to exist or operate in the open
- Any process of cleaning, restoring, altering, renovating, repairing or any process needing the use of water unless by public authorities in putting out a fire
- Loss of or damage to motor vehicles, motorcycles, caravans and trailers including their fitted accessories
- Loss of or death or injury to animals
- Scratches, dents, cracks, chips or defacing
- Any amount more than one third of the sum insured for the total value of gemstones, furs, jewels, jewellery, watches and articles of platinum, gold or silver
- Property more specifically insured
- Loss or damage where the building is not lived in for a period of more than 60 consecutive days, unless you have chosen the optional benefit as shown in your Plan Schedule
- Theft of laundry from communal washing lines
- Accidental damage unless specifically covered
- Loss or damage by your domestic pets.

Please take note of the limit of not more than one third of the sum insured for valuable items as detailed above.

## 10 | Buildings

#### 10.1 What can be insured under the buildings section of your Plan?

You may insure buildings belonging to you or in which you have a financial interest. We will only cover buildings that are constructed of brick, stone or concrete and covered with a roof made of slate, tile, concrete, fibrous cement, metal or if agreed by us and listed in your Plan Schedule  $\Theta$ , buildings of non-standard construction such as wood or thatch.

#### 10.2 | What are you covered for?

Depending on your chosen Plan type, you are covered for loss or damage to buildings from:

	Essential and Dynamic Plans	Classic Plan	Executive Plan
Accidental damage	<b>✓</b>	<b>✓</b>	<b>~</b>
Fire, lightning, explosion	<b>~</b>	<b>~</b>	<b>~</b>
Storm, rain, wind, hail, snow or flood	<b>~</b>	<b>~</b>	<b>~</b>
Power surge	<b>~</b>	<b>~</b>	<b>~</b>
Earthquake	<b>~</b>	<b>~</b>	<b>~</b>
Theft or attempted theft	<b>~</b>	<b>~</b>	<b>~</b>
Malicious damage	<b>~</b>	<b>~</b>	<b>~</b>
Bursting, leaking or overflowing of geysers, water or oil apparatus or pipes.	<b>~</b>	<b>~</b>	<b>~</b>
Subsidence and landslip but only insofar as detailed in 10.2.1	<b>~</b>	<b>~</b>	<b>~</b>
Impact on the dwelling by:			
■ Vehicles	<b>~</b>	<b>~</b>	<b>~</b>
■ Animals	<b>~</b>	<b>~</b>	<b>~</b>
<ul> <li>Aircraft and other aerial devices or anything that falls from them</li> </ul>	<b>✓</b>	<b>~</b>	<b>~</b>
Falling trees except in the event of trees being cut by non-professional tree fellers	<b>~</b>	<b>~</b>	<b>~</b>
Collapse of television/aerials, masts and satellite dishes.	<b>~</b>	<b>~</b>	<b>✓</b>

## 10.2.1 | Events and parts of the building that are excluded from subsidence and landslip cover

We will cover destruction or damage to your building that is caused by subsidence or landslip. We will not cover loss or damage that is directly or indirectly caused by or worsened by:

- Normal settlement, shrinkage or expansion of any building or part of a building
- Poor design or construction of any building
- Faulty materials or workmanship
- Alterations, additions or repairs to any building
- The removal or weakening of support to any building
- Poor compaction or infill
- Excavations above or below ground except excavations done during mining operations
- Contraction, shrinkage or expansion of soil caused by the moistness or dampness or moisture content of clay and other similar soils
- The movement of solid floor slabs or any other part of the building, unless the foundations supporting the outside walls of the building are damaged at the same time.

#### We will not cover:

- Damage to drains, water courses, boundary walls, garden walls, screen walls, retaining walls, gates, posts or fences, driveways, paving, paths, patios, terraces, swimming pool surrounds and tennis courts unless the damage occurs to the private residence building at the same time
- Any consequential loss except as provided for in this section
- Work needed to prevent more destruction or damage due to subsidence or landslip.

You may need to prove that loss or damage was caused by landslip, subsidence or both before we approve your claim. The excess amount that you will need to pay for a claim caused by subsidence or landslip is shown on your Plan Schedule and Excess Annexure .

#### 10.3 | Benefits included

The benefits listed below may be included in your chosen Plan type. Refer to the Benefit Limit Annexure  $\bigcirc$  for confirmation of your cover and the limits applicable:

#### 10.3.1 | HomeProtector

#### 10.3.1.1 Security guards

If we decide that security guards are needed to protect your property after an insured event has happened, we will arrange and pay for security guards. The maximum amount that we will pay is shown in your Benefit Limit Annexure  $\Theta$ .

#### 10.3.1.2 Emergency accommodation

We will pay for emergency accommodation if we decide that your building is unsuitable to be lived in after an insured event.

Emergency accommodation will be provided for family members, domestic employees, pets and guests staying at your building at the time of the insured event. The maximum amount that we will pay is shown in your Benefit Limit Annexure .

#### 10.3.2 | Accidental damage

We will cover you for accidental loss or damage to:

- Fixed glass, mirrors and sanitary ware
- Your building.

The maximum amount that we will pay is shown in your Benefit Limit Annexure  $\Theta$ .

We do not cover accidental loss or damage, in the event of:

- Buildings being constructed or renovated
- Your building being lent, let, sub-let, vacant, abandoned or illegally occupied
- Subsidence or landslip.

#### 10.3.3 | Power surge

We will cover you for power surge to your building up to the amount shown in your Benefit Limit Annexure ⊕.

#### 10.3.4 | Rent and alternative accommodation

If your building is unsuitable to be lived in due to an insured event, we will pay you for either of the following:

- Loss of rent
- Alternate accommodation in an unfurnished building.

We will only pay for the period reasonably required to make your building suitable to live in again. The maximum amount that we will pay is the lower of the amounts shown in your Benefit Limit Annexure  $\Theta$ .

#### 10.3.5 | Keys, locks and remote control units

We will cover the loss of or damage to keys, locks and remote control units for the insured building, up to the amount stated in your Benefit Limit Annexure  $\Theta$ .

#### 10.3.6 | Damage to gardens

We will cover damage to trees, plants, shrubs and irrigation systems on the grounds of the building.

We will only cover damage that:

- Arises from a fire or explosion
- Results from the extinguishing of a fire
- Is caused by the impact of a vehicle or aircraft.

The maximum amount we will pay is shown in your Benefit Limit Annexure  $\Theta$ .

### 10.3.7 | Swimming pool filters and borehole pumps

We will cover you for accidental loss or damage, including power surge, to swimming pool filters, borehole and other water pumps in domestic use at your building. We do not cover loss or damage from wear and tear or to automatic pool cleaners or similar equipment. We will cover you up to the amount shown in your Benefit Limit Annexure .

#### 10.3.8 | Public supply or mains connection

We will pay for or repair water, sewerage, gas, electricity and telephone connections between your building and the public supply or mains that are accidentally damaged or destroyed. This benefit only applies if these connections are your responsibility. The maximum amount that we will pay is shown in your Benefit Limit Annexure .

#### 10.3.9 | Public authorities requirements

We will pay the costs for repairing or rebuilding according to public authority requirements, following destruction or damage to your building by an insured event. We will not pay for additional costs to comply with standards that were in place at the time of initial building or extensions if such standards were not met at the time. The maximum amount that we will pay is shown in your Benefit Limit Annexure .

#### 10.3.10 | Tenants

Your insurance will not be cancelled if you don't know of or agree to a tenant's act or failure to act. You need to tell us as soon as you find out about it.

#### 10.3.11 | Fire brigade charges

We will cover you for the costs charged by an authorised body for extinguishing a fire to prevent or reduce loss or damage to your dwelling. The maximum amount that we will pay is shown in your Benefit Limit Annexure  $\Theta$ .

### 10.3.12 | Debris removal, demolition and professional fees

We will only cover you for work carried out if you have our written consent. Following damage to your building by an insured event, we will pay the costs for:

- Demolishing your building, taking debris away from the site and putting up hoardings needed for building operations
- Architects', quantity surveyors' and consulting engineers' fees
- Local authorities' fees.

The maximum amount that we will pay is shown in your Benefit Limit Annexure  $\Theta$ .

#### 10.3.13 | Removal of fallen trees

We will cover you for the reasonable cost of removing trees following an insured event. You must first obtain our written consent before doing this. We will cover you up to the amount stated in your Benefit Limit Annexure ②.

#### 10.4 | Optional benefits

You may choose any of the following benefits and these will only be covered if shown in your Plan Schedule 🧇:

	Essential and Dynamic Plans	Classic Plan	Executive Plan
More than 60 consecutive days unoccupied	<b>~</b>	<b>~</b>	<b>~</b>
Comprehensive subsidence and landslip.	<b>~</b>	<b>~</b>	<b>~</b>
Pipes and water heating systems wear and tear	<b>~</b>	<b>~</b>	Included

#### 10.4.1 | More than 60 consecutive days unoccupied

We will cover you for loss or damage if your building is unoccupied for a period of more than 60 consecutive days. There must be visible signs of violent and forced entry or exit following theft or attempted theft.

#### 10.4.2 | Comprehensive subsidence and landslip

Subsidence and landslip cover (see Section 10.2.1) is extended to include cover for loss or damage that is caused by or worsened by contraction, shrinkage or expansion of soil caused by the dampness or moisture content of clay and other similar soils.

### 10.4.3 Pipes and water heating systems wear and tear

We will cover you for loss or damage from bursting, leaking or overflowing geysers or pipes due to wear and tear, rust, decay or faulty workmanship. You will be covered up to the amount shown in the Benefit Limit Annexure  $\Theta$ .

We will cover resultant damage to your household contents (where not specifically insured) up to the amount as shown in the Benefit Limit Annexure  $\Theta$ .

#### **10.5** | How much are you covered for?

We will cover you for the replacement cost of your building at the date of loss, up to the sum insured shown in your Plan Schedule . You must ensure that the sum insured you provide to us is equal to the total cost of rebuilding your building at up-to-date prices. Failure to insure correctly could result in average being applied. Refer to 5.4.

Please make sure that the sum insured of the building is correctly calculated. This value must include the current rebuilding costs with inflation and provide for debris removal, demolition and professional fees, but not the land the building is built on.

#### 10.5.1 | You may choose to rebuild your building

You may choose to rebuild your building as close as possible to its condition when new, on the same site or on another site and in the way you want.

#### Provided that:

- You start within six months of the date of loss or destruction or damage
- We will not be responsible for any amounts that are more than the cost of repair or reinstatement.

#### **10.6** What is not covered?

#### 10.6.1 | You will not have cover for:

- Loss or damage where your building is empty for a period of more than 60 consecutive days, unless you have chosen the optional benefit as shown in your Plan Schedule 🕙
- Wear and tear, gradual operating causes, lack of maintenance, any loss or damage directly or indirectly resulting from faulty design, construction or materials
- Loss or damage if your building does not follow the rules of the National Building Regulations or similar laws at the time of building loss or damage to temporary structures
- Consequential loss or damage of any kind except as specifically provided for in this section

- Loss or damage to your building or any part of your building that is made from materials other than those described in Section 10.1
- Theft, attempted theft or malicious damage while your building is lent, let or sub-let
- Matching building materials
- Loss or damage by own domestic pets
- Any loss or damage caused by storm, wind, hail or snow during renovations, additions or extensions if the loss or damage is caused or made worse by these actions
- Loss or damage caused by weeds or roots
- Chipping, scratching, disfiguration or discolouration
- Loss or damage by insects or household pests
- Loss or damage if the building is vacant, abandoned or illegally occupied
- Loss of water from swimming pools.

# 10.6.2 | Essential and Dynamic Plans only – additional exclusions

You will not have cover where any of the following cause or contribute to loss or damage:

- Wear and tear, gradual operating causes or lack of maintenance
- Accidental loss or damage to swimming pool filters, borehole pumps or other water pumps.

If you are renovating or rebuilding your building, you must ensure that the contractor has the necessary insurance cover or alternatively you must arrange this cover, as this is excluded from your cover. Refer to Section 14, Events not covered 14.9

# 11 | Portable possessions

### 11.1 | What can be insured?

You may insure your clothing and personal items, jewellery, watches, portable possessions, electronic devices and other items that you take out of your building.

## What must you specify in portable possessions?

## Essential, Dynamic and Classic Plans

 You must specify items listed in categories 11.1.2 to 11.1.13.

The item limit as shown in your Benefit Limit Annexure for category 11.1.1 for jewellery, watches, clothing and personal effects will apply unless specified in the appropriate category.

 Items that do not fall within the categories mentioned must be specified in category 11.1.13.

#### **Executive Plan**

You must specify items listed in categories 11.1.3, 11.1.10 and 11.1.11.

The item limit as shown in your Benefit Limit Annexure for category 11.1.1, clothing and personal effects will apply unless specified in the appropriate category.

 Items that do not fall within the categories mentioned must be specified in category 11.1.13.

## 11.1.1 | General clothing and personal effects

Clothing and personal effects including personal sporting equipment that is normally worn or carried by or on a person up to the maximum amount for any one article, pair or set, which is shown in your Benefit Limit Annexure ...

## 11.1.2 | Camera and media devices

We will pay for loss of or damage to camera and media devices and accessories as shown in your Plan Schedule  $\Theta$ .

## 11.1.3 | Safety deposit items

## **All Plans**

■ We will pay for the loss of or damage to items that are kept in a safety deposit box at a registered bank vault, or similar registered institution up to the sum insured as shown in your Plan Schedule ③. You must tell us as soon as you take these items out of the safety deposit box, so that the items can be appropriately covered.

## **Executive Plan only**

If you make use of the Discovery Insure preferred service provider, you have five days of cover for items valued up to R100 000 each, with a maximum of R300 000 per claim event, when you remove these items out of the safety deposit box. If you exceed the five days, item limit, or event limit, you must tell us so that the items can be appropriately covered.

### 11.1.4 | Caravan and camping equipment

We will pay for loss of or damage to caravan and/or camping equipment, which includes household contents temporarily used for holiday purposes as shown in your Plan Schedule ③. This excludes items described in general clothing and personal effects.

## 11.1.5 | Computing equipment and mobile communication devices

We will pay for loss or damage to computing equipment and mobile communication devices and accessories as shown in your Plan Schedule  $\Theta$ .

#### 11.1.6 | Firearms

We will pay for loss of or damage to firearms as shown in your Plan Schedule  $\Theta$ .

## 11.1.7 | Jewellery

We will pay for loss or damage to jewellery with a value more than the maximum item limit for clothing and personal effects as long as they are insured here and adequately described in your Plan Schedule .

You may choose to insure your jewellery in the following manner:

- Insured value; or
- My Jeweller

Insured value is the value nominated by you and shown in your Plan Schedule  $\Theta$ . If you choose this option, we will replace or repair the item at a service provider of our choice up to the sum insured as shown in your Plan Schedule  $\Theta$ .

My Jeweller is the value nominated by you and shown in your Plan Schedule ③. If you choose this option, we will replace or repair the item at your nominated service provider.

#### 11.1.8 | Watches

We will pay for loss or damage to watches with a value more than the maximum item limit for clothing and personal effects as long as they are insured here and adequately described in your Plan Schedule ②.

## 11.1.9 | Motorised equipment

We will pay for loss of or damage to motorised equipment as shown in your Plan Schedule ⊕.

#### 11.1.10 | Pedal cycles

We will pay for loss or damage to pedal cycles as shown in your Plan Schedule  $\Theta$ .

#### 11.1.11 | Stamp, medal and coin collections

We will pay for the current recognised catalogue or pricelist value of a single stamp, coin or medal, or a single set of stamps, coins or medals that is lost or damaged, excluding current coins used in trade, as shown in your Plan Schedule .

# 11.1.12 | Surfboards, paddle skis, kayaks, canoes, kite boards, surf skis, windsurf boards and sailboards

We will pay for loss of or damage to surfboards, paddle skis, kayaks, canoes, kite boards, surf skis, windsurfing boards and sailboards as shown in your Plan Schedule ⊕.

#### 11.1.13 | Specified items - Other

We will pay for loss or damage to items that cannot be covered in the categories listed above. Items with a value more than the maximum general clothing and personal effects limit, must be insured separately here and adequately described in your Plan Schedule  $\Theta$ .

#### 11.2 | What is covered?

Your portable possessions are covered for accidental loss or damage anywhere in the world.

## **11.3** | How much are you covered for your specified items?

We will cover you for the replacement cost of your items at the date of loss, limited to the sum insured. This is shown in your Plan Schedule  $\Theta$ .

### 11.4 | Estimated maximum loss

You may choose an Estimated maximum loss on the following categories or sub-categories, which you believe is the maximum loss that you may suffer from a single claim event:

- Cameras and media devices
- Firearms
- Jewellery
- Watches
- Pedal cycles

For example, if you insure four watches each worth R30 000, R25 000, R20 000 and R20 000, the minimum Estimated maximum loss value that can be chosen is R55 000.

The sum insured will always be the sum of the two most expensive items in the category or sub-category.

Specified items will be covered at replacement value up to a maximum of the sum insured, subject to average, for events that occur in the home, regardless of whether you have used the Estimated maximum loss option or not.

## 11.5 | Theft from unattended vehicles

Theft from an unattended vehicle, without visible, violent and forcible entry into the vehicle is subject to the additional excess as shown in the Excess Annexure  $\Theta$ .

## 11.6 | What is not covered?

## 11.6.1 | You will not have cover under this section:

- For sporting equipment used for professional purposes
- For money and documents
- For motor vehicles, motorcycles, trailers, caravans, hang gliders, drones, aircraft and motorised watercraft
- For loss or damage:
  - To property, which is bought to be specifically sold in a business transaction
  - To property more specifically insured
  - To property dispatched under a bill of lading
  - To tools used for business or professional purposes unless specified.

# 12 | Watercraft

### 12.1 | What can be insured?

You may insure motor boats, sail boats, ski boats, rubber ducks, wet bikes and jet skis. You may not insure any boat that is more than eight metres in length or can exceed 110kph on water. The horsepower rating may not exceed 250hp per engine and may not exceed 300hp in total if you have more than one engine fitted. Rubber ducks may not have an engine of more than 100hp fitted.

You must insure the boat trailer under the vehicle section of your Plan.

#### 12.2 | What is covered?

You are covered for loss or damage to the watercraft and for your liability to others. You are only covered for private and leisure use.

## 12.2.1 | Loss or damage to your watercraft

You will be covered for accidental loss or damage.

## 12.2.2 | Liability to others

We will cover you or any person using the watercraft with your permission or any person being towed by the watercraft for all sums which you will become legally liable for in respect of:

- Death or bodily injury
- Loss or damage to property not belonging to you or any other person using the watercraft
- Raising or not raising the wreck
- Expenses paid by you with our prior written consent
- Legal costs paid with our prior written consent.

Our liability is limited to the amount stated in the Benefit Limit Annexure  $\bigcirc$  for any claim or series of claims arising from the same event.

## 12.2.2.1 | Claims that are not covered under liability to others

We will not cover you or any person using the watercraft or water skier being towed resulting directly or indirectly from legal liability for:

- Death or bodily injury to any member of your household, or a member of your family that normally resides with you, any person employed by you, any person using the watercraft or any person towed
- Accidents to any person engaged in kiting or other airborne sport or any liability arising there from while being towed by the watercraft or preparing to be towed, until safely back aboard the vessel
- Accidents while the watercraft is being moved by a road or rail vehicle, ship or aircraft
- Damages or penalties under contract
- Fines or penalties imposed under any statutory code or common law for any offense being committed
- Death or bodily injury to any person operating or employed by the operator of a shipyard, repair yard, slip way, yacht club, marina, sales agency or similar organisation
- Where the watercraft is used to earn income or rewards.

## 12.3 | How much are you covered for?

## 12.4 | What you need to do to enjoy your benefits?

- You must take all reasonable steps to minimise loss or damage.
- You must protect, and look after the watercraft and maintain it in a proper state of repair and seaworthiness.
- You must immediately flush any motor immersed in water.
- A competent person must be on board whenever the watercraft is underway.
- The watercraft must be transported on a properly constructed and designed trailer.
- The watercraft must be fitted with two working motors when it is being launched through surf unless it is a rubber duck, wet bike or jet ski.
- If the watercraft has an inboard engine it must be fitted with an approved and fully functional automatic fire extinguishing system.

### 12.5 | Benefits included

#### 12.5.1 | Emergency and rescue expenses

We will pay all reasonable charges and expenses that you incur when trying to minimise or stop a loss that would be covered by this Plan up to the amount shown in the Benefit Limit Annexure .

## 12.6 | Optional benefit

You may enhance your benefits under this Plan to suit your specific insurance needs. The optional benefits that you have chosen are shown in your Plan Schedule  $\Theta$ .

#### 12.6.1 | Credit shortfall

Where we declare your watercraft a total loss after an insured event and there is a gap between the retail value of the watercraft and the amount that you owe the finance company, we will settle the difference up to the amount shown in your Plan Schedule , less:

- Any amount refundable to you (in terms of the credit agreement as at the date of loss, not limited to insurance premiums, short-term insurance or credit life premiums) and
- Any extra amounts added to the principal debt in terms of the credit agreement, including extra equipment which is not specified on your Plan, and any finance charges and interest relating to these extra amounts.
- The maximum amount that we will pay is shown in your Benefit Limit Annexure ②.

To help us to process your credit shortfall claim, you must:

- Give us or authorise us to get a copy of your credit agreement or other agreement between yourself and the credit provider, a statement of your account with the credit provider (including a full transaction history) and a copy of your credit application;
- Give us proof, information and affidavits that we need to process the claim.
- The costs associated with obtaining this information will be for your own account. If the credit agreement has been terminated for whatever reason, you will not be entitled to receive any benefits.

It is your responsibility to ensure that the benefit is removed from your Plan when it is no longer needed.

## 12.7 | What is not covered?

#### You will not have cover:

- While your watercraft is:
  - Being used in an unseaworthy condition
  - Being used for any purpose other than private and leisure use
  - Let out on hire or charter
  - In the custody or control of a club, marina, watercraft or motor trade for any purpose other than overhaul, upkeep or repair
  - Being towed on water except when in need of assistance or in connection with laying up, fitting out or repairs
  - Towing another vessel other than one in distress
  - Participating in mechanised racing or speed tests, or any trials in connection with this
  - Left moored or anchored unattended unless it is moored or anchored in a recognised place of safety
  - Being used, piloted, moved or towed by any person who does not have a valid driversor skippers licence
  - Being used, piloted, moved or towed by any person who is under the influence of alcohol or drugs.
  - Being used, moved, towed or piloted by you or any person whose skippers- or drivers licence has been endorsed for drunken or reckless and negligent driving
- For theft or attempted theft of machinery, motors, equipment, fittings and accessories, unless there is visible signs of force. The outboard motor must be securely locked onto the watercraft by means of an anti-theft device
- For wet bikes and jet skis left unattended in the open or on a trailer
- Due to corrosion
- Due to mechanical or electrical breakdown of machinery, engines, motors, batteries and their connections. We will compensate you if the mechanical or electrical breakdown is caused by an external event that is not excluded

- For sails or protective coverings split by the wind or blown away while set unless there is damage to the spars which the sails are attached to or if such damage happens due to the watercraft being involved in an event that is not excluded
- For masts, spars, sails, standing or running rigging while the watercraft is racing
- In respect of any part having a fault in design or construction
  - Due to any fault resulting from either neglect, breach of contract in respect of any repair or alteration work
  - For personal effects, fishing gear, navigational charts, life jackets, first-aid kits, water sport and recreational equipment
  - For inflatable watercraft that is deflated unless the theft follows upon forcible and violent entry into the place of storage. A vehicle is not considered as a place of storage
  - Caused by the intake of foreign matter into the cooling system of the machinery, motors or engine
  - While the watercraft does not follow the design and construction requirements, or if it does not have a valid Certificate of Fitness or Local General Safety Certificate, or if it is not in control of any person who does not have a valid Certificate of Competence, as set out in the Merchant Shipping Regulations, 2007 (SAMSA) if and as required by legislation
  - For consequential loss
  - For loss or damage by insects or household pests.

# 13 | Personal liability

## 13.1 | What are you covered for?

This section provides benefits that cover you if you become legally responsible to pay compensation for:

- Accidental death, bodily injury or illness
- Accidental loss or damage to property of any person not being a family member normally living with or not employed by you other than your domestic employees.

## 13.2 | Benefits included

## 13.2.1 | Emergency medical expenses of guests and domestic employees

We will cover you for the emergency medical expenses paid following accidental bodily injury to guests or your domestic employees, provided that it is not covered by another insurance policy or facility. The maximum amount that we will pay is shown in your Benefit Limit Annexure .

## 13.2.2 | Tenant's liability

If you have insured your contents under this Plan, we will cover you up to the amount stated in the Benefit Limit Annexure of for your legal liability as a tenant and not as owner, for any amounts you must pay to the owner following loss to the dwelling including fixtures and fittings, caused by any insured event specified under the contents section of this Plan.

## 13.2.3 | Cash cards and credit cards

We will cover you against liability or loss from illegal use of your cash or credit cards by any person who is not a member of your family or household, provided that you have obeyed the credit card terms and conditions. The maximum amount that we will pay in any 12-month period is shown in your Benefit Limit Annexure  $\Theta$ .

#### 13.2.4 | Hole-in-one

If you score a hole-in-one playing as an amateur in a game of golf in terms of the rules at any recognised golf club in South Africa, we will pay you the amount shown in the Benefit Limit Annexure ②. We will need written confirmation from the secretary of the club.

### 13.2.5 | Full-house

If your team of two, three or four, playing as amateurs, scores a full-house at any recognised bowling club in a game of bowls in any competition following the rules of the South African Bowling Association, we will pay the amount shown in the Benefit Limit Annexure  $\Theta$ . We will need written confirmation from the secretary of the club.

#### 13.2.6 | Security companies and garden services

We will cover liability that you have in terms of a written contract entered into with organisations providing security, armed response or garden services at the dwelling insured under the household contents section.

## 13.2.7 | Wrongful arrest

We will compensate you for your legal liability to any person resulting from wrongful arrest or frisking of a person, including assault, relating to the wrongful arrest or frisking. We will compensate you up to the amount as shown in your Benefit Limit Annexure .

## 13.3 | How much are you covered for?

We will cover you up to the amount stated in the Plan Schedule → for any single claim or series of claims from one event, inclusive of costs and expenses recoverable by any claimant from you and paid with our written consent.

## 13.4 | What is not covered?

#### You will not have cover:

- For death or bodily injury to the Planholder and members of the household who normally live with the Planholder and any employee, other than the Planholder's domestic staff arising out of their employment duties
- For loss of or damage to property belonging to you or in your custody or control
- Directly or indirectly due to:
  - Your employment, business or profession
  - The ownership of land or buildings other than buildings insured in the buildings section of your Plan and the land on which they are situated
  - The occupation of land or buildings, other than your building or any residential property temporarily occupied by the Planholder and members of the household who normally live with Planholder
  - The ownership, possession or use of any motorised vehicle, motorcycle, caravan, trailer, drones or aircraft and motorised watercraft other than hobbyists' models and toys, gardening implements, electric wheelchairs and golf carts
  - An agreement between you and any other party unless responsibility would have attached in the absence of such an agreement except for security companies and garden services.
- For any judgement, award, payment, settlement or part thereof, made or ordered anywhere in the world unless it would be enforceable in terms of a court in the Republic of South Africa
- Arising out of your reckless disregard of the possible consequence of your acts or omissions, including being under the influence of intoxicating liquor or drugs
- That is covered under any other insurance policy
- Arising out of your dishonest, fraudulent or malicious acts, or from physical assault you commit
- Arising out of the purchase, sale, barter or exchange of any property (movable or immovable) or your failure to follow any obligations in relation to this

- Arising from the ownership, possession, use or handling of firearms, air guns or animals, other than domesticated animals
- For any gradual cause which does not result from a sudden and identifiable event
- Arising out of seepage, pollution or contamination of any kind or type, or the cost of cleaning up, removing, nullifying or reinstating property lost or damaged by seepage, pollution or contamination
- Arising from the transport of highly explosive substances, chemical substances, oil or liquefied gas or hazardous waste
- For loss or damage caused to any property belonging to a tenant
- For any punitive damages
- For any fines, penalties or exemplary damages.

# 14 | Events not covered

This section contains important information about events and circumstances that are not covered by your Discovery Insure Plan.

## 14.1 | Losses covered by legislation

Any event where compensation is provided for by written law, such as the Road Accident Fund Act 56 of 1996, except to the extent where supplementary cover is permitted by legislation and is included in this Plan

## 14.2 | Riot, war, terrorism and similar events

This includes any loss, damage or legal liability that is caused by or results from or relates to any of the events listed below.

- Civil commotion, labour disturbances, riots, strikes, lock outs or public disorder or any act or activity which is calculated to bring about any of the above
- War, invasion, act of foreign enemy, hostilities or war-like operations (whether war is declared or not) or civil war
- Mutiny, military uprising, martial law or state of siege, insurrection, rebellion or revolution
- Any act of terrorism, which means the use or threat of violence by any person or group of persons acting alone, on behalf of or any organisation or government for political, religious, personal, ethnic or ideological reasons even if this does not include an act that is harmful to human life
- Any act that is committed with the intention to influence any government or inspire fear in the public
- Any act calculated to overthrow or influence any state, government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence
- Any act calculated or directed to bring about loss or damage to further any political aim, objective or cause, or to bring about any social or economic change
- Any act in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public

- Any event for which a fund has been established under the War Damage Insurance and Compensation Act 85 of 1976 (as changed or substituted) or any similar Act in place in any of the territories to which this Plan applies
- Nationalisation, confiscation, commandeering requisition, wilful destruction, forfeiture, attachment, impounding seizure or preservation or any similar actions or processes by any court order, customs officials, police, crime prevention units, or lawfully constituted authority or officials
- Any attempt to perform any of the above acts or events is also excluded
- The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to above.

## 14.3 | Nuclear events and substances

Any loss, damage or legal liability that is caused by or results from or relates to nuclear weapons, nuclear material, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel which includes any self-sustaining process of nuclear fission or fusion.

## 14.4 | Contractual liability

Any liability from an agreement or contract you have entered into unless you would have been liable if the agreement did not exist.

## 14.5 | Consequential loss

Any consequential or indirect or resultant loss, except where this is specifically included in your cover.

### 14.6 | Confiscation or similar acts

Any legal liability, loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or any lawfully constituted officials or authorities.

## 14.7 | Asbestos

Any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity, notwithstanding any provisions of this Plan. This includes any exclusions, exceptions, extensions or other provisions which would otherwise override this exclusion.

#### 14.8 | Financial loss

Any loss or damage from, or in connection with, any exchange, cash, or credit agreement, including theft under false pretences or fraud.

#### 14.9 | General events and causes

Any loss, damage or liability caused by, during or arising from:

- Wear and tear, gradual deterioration or gradual operating causes such as rust, mildew, insects, corrosion, rising damp or decay
- Intentionally by you or with your knowledge and consent
- Demolition, alteration, construction, cleaning, renovating, repairing, restoration, dyeing, cleaning or maintenance
- Depreciation
- Any illegal activities
- Electrical, electronic or mechanical breakdown
- Reproduction, recovery or repair of sound, data, image on tape, records, films or magnetic media
- Not following the manufacturer's instructions or for its real purpose
- Electronic viruses, trojans, worms or similar destructive media interferences
- Pollution and contamination, unless the pollution and contamination is sudden and unforeseen
- Tidal waves originating from earthquakes
- The use of drones
- Confiscation, nationalisation and abandonment.

If you are renovating or rebuilding your building, you must ensure that the contractor has the necessary insurance cover or alternatively you must arrange this cover, as this is excluded from your cover.

# 15 | Value-added services

Contact Discovery Insure on 0860 751 751 or Discovery 911 on 0860 999 911 for emergency assistance within the borders of the Republic of South Africa or 010 205 3065 when you are outside of the borders of the Republic of South Africa. The following emergency benefits are provided to you at no cost.

## 15.1 | Value-added services and emergency assistance

We offer you emergency roadside assistance in the event of a mechanical or electrical breakdown, flat tyre, flat battery or any other roadside related emergency of the comprehensively insured vehicle, including:

- Towing to the closest place of repair or safekeeping
- Arranging your transport to your home or destination if it is within 100km radius through an accredited transport provider up to a maximum of R750.
- Your location is more than 100km away from your home or destination, you can choose from:
  - One night's accommodation up to a maximum amount of R1 000, or
  - A taxi service option up to a maximum amount of R750, or
  - A rental vehicle option up to a maximum amount of R500.

**Please note:** A rental vehicle is subject to you qualifying for a rental car as per the car rental company's general terms and conditions.

All car rental companies require a valid credit card to be able to release the car to you.

- Jump-starting your vehicle. This excludes the costs of parts, lubricants and other provisions.
- Changing your flat tyre. If you do not have a spare tyre, one can be provided at your cost. The assistance excludes any costs for the repair of the tyre, parts and wheel balancing and other provisions.
- Delivering up to 10 litres of fuel if you have run out. This benefit is limited to a maximum of two incidents per year per vehicle. Non-roadside locations aren't included.

- Locksmith services if you have locked your keys inside your vehicle. The benefit includes unlocking of the car, the cost of the call-out fee and one hour's labour. Parts, components, keys or key-cutting costs, lubricants or similar charges are excluded. The following should be noted:
  - If your key is broken in the ignition or car door and the service provider is unable to resolve the problem, additional costs such as the dispatch of a tow truck, will be for your account
  - If locksmiths are unable to unlock newer model cars, such vehicles will be towed to the nearest place of repair for which you will bear the cost
  - If the vehicle operates with a 'smart key', towing can be arranged to the nearest dealer for which you will bear the cost

## 15.2 | DirectionAssist and TripMonitor

- DirectionAssist gives you accurate directions by telephone, fax or email when you travel within the borders of South Africa.
- TripMonitor includes a 24-hour helpline that keeps in regular contact with you, the driver, throughout your journey to ensure your safe arrival at your destination.

## 15.3 | HomeAssist

- HomeAssist provides you with the following benefits in the event of emergencies in the home: emergency electricity and plumbing services, but excluding damage to your jacuzzi, swimming pool, borehole pumps, air conditioners, commercial refrigerators and repairs not complying with regulated specifications.
- Locksmith services, but excluding the unlocking of padlocks.
- The following should be noted:
  - Cover is limited to three incidents per household per year, including outbuildings, up to a maximum of R2 000 for all events
  - The call-out fee, plus one hour labour is covered, excluding parts.

## 15.4 | DriveMe

As a Vitalitydrive member you can arrange for either you and/or you and your motor vehicle to be fetched at your location, depending on the Plan type you have chosen.

For a comprehensive overview on the DriveMe benefit and to choose from one of Discovery Insure's service providers refer to www.discovery.co.za

# 16 | SASRIA

If shown in the summary of cover of your Plan Schedule, SASRIA Limited insures your property:

For any accidental or intentional damage to your insured property caused by any person or group of people taking part in a riot, strike, lock out, public disorder, civil commotion or committing any act that has a political, social or economic aim, objective or cause, or in protest against any state or government.

This cover is limited to events in the Republic of South Africa only. If you wish to see a full description of the cover provided and exclusions thereto you may request a copy of the SASRIA master policy from us.

Discovery Insure

Call Centre 0860 751 751 | Emergency Call Centre 0860 999 911 | www.discovery.co.za



Discovery Insure Ltd is an authorised financial services provider. Registration number 2009/011882/06. Limits, maximum fuel and Gautrain spend limits, terms and conditions apply. Go to www.discovery.co.za for more details or call 0860 751 751.

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