

A man with glasses and a beard, wearing a white t-shirt, is sitting on a light-colored sofa, smiling and holding an open book. He has his right fist raised in a celebratory gesture. The background shows a bright room with a bookshelf. The lower half of the image is overlaid with a large red rectangular area.

Policy Wording

Personal

**momentum**

# i. Definitions

## **Accident**

An unforeseeable or unintentional event which occurs suddenly and causes injury or loss.

## **Additional excess**

When there is more than one excess applicable to the same claim over and above the basic excess, these are called additional excesses and are usually added together (accumulated) and are added to the basic excess.

## **Anniversary date**

The anniversary date or renewal date is the day that occurs every year in the same month that the policy started. This is usually every 12 months after the date on which the policy starts and only applicable for the period during which the policy is active.

## **Basic excess**

This refers to the minimum amount payable in terms of all claims submitted under that policy. This will be the compulsory excess that needs to be paid before the insurer will pay your claim.

## **Betterment**

This describes a situation where you (the insured) end up better off than you were before the loss or damage occurred as a result of your claim being paid. Usually insurance policies do not allow for betterment.

For example, if repairs or replacement must be done in such a way that the insured item will have a higher value than it had before the loss; the insurer may ask you to pay in the difference as you are now in a "better" position.

## **Bodily injury**

Bodily injury means physical damage to a person's body. It also includes death results from bodily injury, sickness or disease. Death that results from unexplained causes may not qualify as bodily injury.

## **Business use**

Generally, this is where you use your property (vehicle or other equipment etc.) for business purposes.

### **Comprehensive cover**

Comprehensive car insurance covers your car for more than just third party claims if you get into an accident with another car. It covers loss of or damage to the vehicle caused by: accident, explosion, earthquake, storm, hail, flood, snow, theft, hijacking or fire. You are also covered for towing and storage, medical costs and liability to other people.

### **Insurable interest**

You have an insurable interest in property if you will gain a financial benefit from the protection of that property being insured, or if you could suffer a financial disadvantage should the property insured be lost, damaged, or in the case of personal injury insurance, where an insured person is injured. Generally, an insurable interest is established by ownership, legal possession or direct relationship. Insurers may stipulate specific policy provisions requiring you to prove insurable interest at underwriting or claims stage, for example having to demonstrate ownership of a vehicle etc.

For example, a father can insure his son's or his wife's vehicle under an insurance policy in his name, if he has an insurable interest in the vehicle in that he pays the credit agreement, even though he may not be the driver of the vehicle.

### **Insured**

A policyholder or member noted on a policy schedule for cover.

### **Insured value**

This is the amount you and the insurer agree to insure a specific item for in the event of a valid claim for that item's total loss. This may apply to items such as a rare, classic motor vehicle, artwork or other valuable items as agreed with your insurer. These items will usually be specified separately in your policy and you will pay an extra premium for insuring them. Average does not apply to agreed value items.

### **Liability to other parties**

This means you will be covered for costs incurred after you have caused a vehicle accident that resulted in accidental loss or damage to someone else's property.

### **Limited cover**

You are covered for vehicle theft, hijack or fire. You are also covered for towing, storage, medical costs and liability to other people.

### **Material fact**

A material fact is any information that will influence the insurer's decision; whether or not to insure you; or as to the terms and conditions that the insurer will apply when insuring you.

## **Reject**

If an insurer rejects a claim, the insurer has refused to pay the claim or any part of the claim, in terms of the policy.

## **Retail value - In motor insurance**

This is the likely selling price of the vehicle by a motor dealer to a purchaser. This is the possible value that a motor vehicle "retails" for if you were to buy it from a dealership. The retail price is the closest value to the replacement value or cost of your insured motor vehicle.

## **Roadworthy**

A vehicle that is fit to be used on the road as defined by South African law.

## **Roadworthy vehicle**

This refers to any vehicle that meets legislative requirements for transporting people, baggage or cargo on roads.

## **Salvage**

Salvage is what is left of a damaged item which has been treated as a "write-off" by your insurer. (See the definition of "write-off" below.) This damaged item becomes the property of the insurer after the claim has been paid.

## **Schedule**

A schedule is a document that summarises all your specific insurance information. It can also be referred to as a "certificate of insurance". It forms part of your insurance policy document. It sets out the type of insurance you have bought, the premium amount you have to pay, information about excesses and/or exclusions, start date, period of insurance, renewal date and other details specific to your policy.

## **Special conditions**

These are additional conditions that must be in place or complied with by you in order to enjoy the benefits of a specific section of the policy.

## **Sum insured**

The sum insured is the maximum amount that your insurance company has agreed to pay for insured property in the event of a valid claim.

## **Terms and conditions ("Ts and Cs")**

The terms and conditions in a policy set out the general and special arrangements, provisions, requirements, legal rules, specifications, and standards that form an integral part of the agreement or contract between you and the insurer. Your policy document is a very important document and you must read and understand it.

## **Underinsured**

Under-insurance is when property is insured for less than it would cost to replace the property. When a situation of under-insurance occurs, a valid claim will be subject to average.

## **Uneconomical to repair**

This refers to the situation where the insurer considers it possible to safely repair damaged property, but the cost of doing the repairs is more than the value of the property, less its expected salvage value. The insurer may in such a situation not consider it financially worthwhile to repair the property concerned and so the damaged property will be a "write-off" or "written off".

## **Vacant**

When a property is considered vacant, it means that nobody lives in or uses the building, or that someone uses the building without your permission. In insurance this is different to the meaning of the word "unoccupied".

## **Write-off**

When an item or property is so badly damaged that it cannot be repaired, or it is unsafe or uneconomical to repair it.

## **You**

You refers to one or more people insured.

## **Your**

Your refers to any belonging(s) or people associated with the person insured.

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# Your Momentum personal insurance policy

## Welcome to Momentum Short-term Insurance

Momentum Short-term Insurance Company Ltd is a registered financial services provider. We provide the full range of personal and commercial short-term insurance products, and deal exclusively through registered financial advisers.

This policy wording forms an essential part of the contract between you and us. It defines the cover we provide under the following headings:

- What is covered**
- What is not covered**

Examples to help explain specific, practical ways in which the cover is applied.

Please read through this policy wording, schedule and other documents you receive to make sure that you understand the scope of your cover. For any queries or to update your cover please call us or your financial adviser.

# 1. Your policy

This document together with your schedule, any written correspondence and verbal agreements, form the basis of the contract between you (the policyholder) and us.

It is important that you read and understand these documents and that you make sure that all the information supplied by you, **or anyone acting on your behalf**, is correct. Any incorrect information may affect the validity of this contract.

Your policy starts when we agree on the cover, premium, terms and conditions, inception and payment dates with you.

## Premium payments

Your premiums must be paid by debit order on the agreed payment date and at the start of each period for which you want cover.

## Premium refunds

If the insured vehicle or watercraft is written-off, stolen/hijacked without being recovered and is removed from cover after a claim is settled, there is no refund of the pro-rata portion of the monthly premium for the specific period for which that premium was paid.

If you or anyone acting on your behalf cancel your policy or any part thereof because you also have cover for the same item/s with another insurer, or your vehicle was sold, stolen or written off, or for any other reason, your premium refund will be limited to premiums actually paid in the 12 months prior to cancellation.

## Premiums not paid

If the premium is not paid on the payment date, you have a 15 day grace period after which we will automatically deduct the premium from the same account to ensure continuous cover. If the premium is also not paid, you will have no cover for the period for which you did not pay. If your premiums are paid monthly, the grace period will only apply from the second month of cover.

## Policy cancellations

In the event that you decide to cancel the policy, you can do so at any time and with immediate effect.

Your policy will only be cancelled where we have received confirmation of the cancellation request. If not, the policy will be renewed and payment will be collected on the agreed debit order date. In the event that we decide to cancel your policy, we will give you 31 days' notice of cancellation.

### **Your policy will automatically cancel when your:**

- Monthly premiums are not paid for two consecutive months either on the payment dates or within the grace periods in those months.
- Annual premiums are not paid on the payment date or within the grace period.

The policy will end on the final day of the period for which you last paid your premium.

## Policy changes

You may make changes to your policy at any time. Any change you make will be effective from the time and date agreed to.

We may change your policy by giving you 31 days' written notice via the preferred method of communication as selected or indicated by you.

## Fraud or dishonesty

We have a responsibility to all our policyholders to ensure that fraudulent claims are eliminated in order to keep premiums as competitive as possible. You will lose all rights to claim under this policy if a claim is fraudulent in any way or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy or a claim occurs due to a deliberate, or willful, or intentional act committed by you or with your involvement or anyone acting on your behalf, or information or documentation in support of a claim, whether created by you or on your behalf, is not true, is not complete or is fraudulent or the quantum of a claim is deliberately exaggerated by you or anyone acting on your behalf.

## Sharing of information

We respect the confidentiality of your information. In order to ensure sound insurance practices and prevent insurance fraud we confirm that we will disclose information relating to claims, insurance and financial history. This is applicable to anyone who is covered under this policy. If you are not willing for this information to be confirmed or disclosed we will not be able to provide you with cover.

## Your Momentum Rewards

### Safety Bonus

Momentum Short-term Insurance pays you a Safety Bonus every year even if you claim. You do not pay an additional fee to qualify for this bonus. All you do is simply activate Safe Dayz™ on the Momentum app and complete the Safety Score questionnaire on our website to qualify for your Safety Bonus.

### What Safe Dayz™ is

Safe Dayz™ is a feature available on the Momentum app that helps you measure your safety when you are travelling as a driver or passenger. Your journeys are recorded and you are then allocated a score depending on how safe you are when travelling on the road or by train. You are also rewarded for being safe at home, i.e. not travelling at all.

### What Safety Score is

The Momentum Safety Score, a tool made up of three simple questionnaires, is designed to help measure your personal, car, home and environment safety. It also makes suggestions on how you can improve your safety.

Please refer to the Safe Dayz™ brochure to learn more about how you can qualify for a Safety Bonus.

### Momentum Rewarder

The Momentum Rewarder is an optional benefit for a cash refund of 15 percent of your paid premiums that rewards you for not claiming for four consecutive years. Your schedule will indicate whether you selected the benefit or not. The Momentum Rewarder cycle, including payment interval and the appropriate percentage, is also shown on your schedule.

Your Momentum Rewarder will be forfeited following the payment of any claim submitted for any incident, including any liability claim settled or where letters of demand or summonses are referred to us and the incident date falls within the appropriate Momentum Rewarder cycle. Your new cycle will start immediately after the incident date for which the claim was settled.

Your Momentum Rewarder cannot be reinstated even if a successful claims cost recovery is made as there will always be claims processing costs.

Should you decide to withdraw a claim in order to protect your Momentum Rewarder, your decision will remain final and cannot be altered should any subsequent claim be submitted. No claim will be settled retrospectively once your Momentum Rewarder has been paid.

### **Your responsibilities**

In order to have cover you need to:

- Pay your premiums.
- Give us true and complete information when you apply for cover, submit a claim or make changes to your policy. This also applies when anyone else acts on your behalf.
- You must take all reasonable steps to prevent or minimise loss, damage, death, injury or liability;
- Inform us about convictions for offenses committed by any person covered under this policy relating to criminal acts, including but not limited to fraud, theft, arson), dishonesty, reckless and negligent driving or driving under the influence.
- Inform us about changes in ownership or insurable interest.

For example, if you sell your car and buy another, you need to inform us about the change of car before you can take delivery. The reason for this is to ensure you are covered when you drive off the showroom floor.

- Keep proof of purchase, ownership and value statements of any items that you might claim for.
- In the case of an accident, you must call the Momentum Assist line as indicated on your schedule or "do not tow" sticker and make use of the recommended towing operator and storage facility. Should you fail to do so, you'll be liable for the costs. Any unauthorised towing, will only be covered up to Momentum's standard rates, any additional cost will be for your own account.

- Throughout the lifespan of your policy you must inform us immediately of any changes to your circumstances that may influence whether we give you cover, the conditions of cover or the premium we charge.

For example, if you are noted as the regular driver of the vehicle but you let your 18 year old son drive your vehicle to university daily without telling us, we will charge a premium based on the profile of an older, more experienced driver rather than on the profile of a younger and less experienced driver. The difference in profile would obviously mean that we would charge more to insure your son as the regular driver. We would therefore be receiving the incorrect premium and it would mean that your vehicle is not covered.

This includes any changes to any information:

- On your schedule.
- About your financial position, or that of any person covered under this policy, specifically relating to defaults, civil judgments, sequestrations, administration orders and liquidations of companies in which you have an interest.

## Claims

### Our responsibilities

We have the choice to settle your claim in any of the following ways:

- Paying out cash to you.
- Repairing the damage at a repairer of our choice.
- Replacing the item at a supplier of our choice.
- Any combination of the above.

In claims relating to motor vehicles, it remains our discretion to write off the vehicle irrespective of the amount of damage.

Where any item claimed for is financed and the item is a total loss or not recoverable, we will first pay the finance company and the balance, if any, will be paid to you. Where a claim is settled for lost or damaged items, and these items are recovered, they become ours.

If we elect to repair we will only do so up to the maximum insured value noted on your schedule for the specific section you are claiming under.

## Your responsibilities

You have certain responsibilities which are listed below. If you fail to meet these responsibilities, your claim may be rejected.

### Underinsurance

It is your responsibility to insure all your items for their replacement value. The replacement value is what it will cost you to replace the items that are lost or damaged with similar ones. If you claim, we will calculate the replacement value for which you should have insured your items. If you insured them for less than that, you will be underinsured and we will apply average, which means we will only pay a part of your claim.

For example, if the replacement value of your items is R400 000 and you insured them for R300 000, we will pay a portion of the insured amount.

### Time periods

You need to:

- Report your claim or any incident that could lead to a claim to us as soon as possible, but not later than 30 days after any incident. This includes incidents for which you do not want to claim, but which may result in a claim in the future

For example, If your car is involved in an accident with another car and there is no apparent damage to either car, we still want to know about this incident so that we can take steps to limit the effects of any claim which may be made by the other person.

- Report any lost items, fire, theft, hijack (including attempted theft or hijack) or damage intentionally caused to the police within 24 hours of the incident.

### Maintain your property and items

Take reasonable, necessary steps to prevent or minimise loss, damage, injury or liability.

This includes:

- Maintaining the property or items and keep them in a working condition.
- Following all legal requirements and manufacturers' recommendations.

## Correct information

You need to give:

- All information and documentation we require within the time-frame we set.
- True and complete information to us and the authorities. We act on the information you provide, therefore, any incorrect or false information might prejudice the outcome of your claim and your continuing relationship with Momentum Short-term Insurance.

## Proof of ownership

You need to:

- Prove ownership and value of any item for which you are claiming.
- Make damaged items, for which you are claiming, available for inspection in order to substantiate the extent and nature of the damage.

## Unauthorised repairs

Before doing any repairs you must get our approval, failing which your claim may be rejected.

## Repairs and replacements

Any repairs or replacements must be completed within six months of your claim being settled.

## Admitting guilt

Unless we give you our written consent, you must not:

- Admit you are at fault, whether verbally or in writing;
- Make any promises; or
- Offer or accept any form of compensation.

For example, if you are involved in an accident you may find yourself admitting blame for causing the accident to the other person involved. Your admission may prejudice any attempt to recover any money spent on repairing your car.

## When we need your assistance

You need to comply with our reasonable instructions and requests.

For example, you must comply with all reasonable instructions and requests from Momentum Short-term Insurance as and when needed .

### Excess

This is the amount you contribute for each and every claim and is noted on your schedule.

For example, if you claim after an accident, you pay the excess directly to the panel beater. You still need to pay the excess even though you did not cause the accident.

### Additional Excess

This refers to any additional excess amounts that might be relevant to your cover and payable by you.

For example, if your 21-year-old son borrowed your vehicle and is involved in an accident, an additional excess will be applicable due to him being under 25 years of age. Please refer to your schedule for the additional excess amounts applicable.

### Dual insurance

If you have any other insurance policies insuring the same item for the same cover, it will be paid proportionately on a valid claim. You will still be liable to pay the full excess applicable on your claim. This doesn't apply to personal accident cover.

### We can act on your rights

When you submit a claim, we can act on your rights or obligations against other people to recover costs or to defend any claim they may have against you. If we recover your excess we will refund it to you.

For example, if you are involved in an accident caused by someone else, we will automatically try to recover your excess and the money that we paid in settlement of your claim from this person.

## Disputed claims

In terms of the Policyholder Protection Rules, if you dispute the outcome of your claim you have 90 days from the day you are first informed of the outcome to notify us about your objection. Immediately following this you have a further six months within which to serve a summons on us. If you do not do so within this period, your right to challenge the decision is forfeited. For more information please refer to your disclosure document attached to your schedule.

## Fraud or dishonesty

We have a responsibility to all our policyholders to ensure that fraudulent claims are eliminated in order to keep premiums as competitive as possible. If your claim is rejected you will need to reimburse us for any expenses we incur relating to the claim. If you or anyone acting on your behalf submits a claim, or any information or documentation relating to any claim that is in any way fraudulent, dishonest or inflated, we will reject that entire claim and cancel your policy retrospectively to the reported incident date or the actual incident date, whichever date is earliest.

## Our Rights after an event or claim

On the happening of an insured event, we and any person authorised by us are entitled to:

Enter the property where the loss or damage has occurred, take and keep possession of the property that is the subject of a claim and deal with it at our discretion and in a reasonable manner. We can request that any insured property be delivered to us and to deal with the salvage of the property. We can compensate you following an incident once the validation on the claim has been completed and where relevant documentation has been requested and received.

## What is not covered under your policy

This policy does not cover any loss, damage, liability or injury directly or indirectly arising from any of the following:

### War and public disorder

- War or war-like acts.

- Military uprisings, usurped power, rebellion or revolution.
- Civil commotion, labour disturbances or public disorder.
- Any act of terrorism by any person or group, whether acting alone or under instruction.

**Confiscated property**

- Property that has been legally confiscated.

**Pollution or contamination**

- Pollution, contamination or seepage, radioactive or nuclear material.

**Programmes and data**

- Electronic programmes, data or unlicensed software.

**More specifically covered elsewhere**

- Your insured possessions which are more specifically covered elsewhere.

**Wear-and-tear and breakdown**

- Any cause that was not sudden and unforeseen.
- Gradual deterioration, including rising damp, wear-and-tear, rust, mildew or fading.
- A rise in the underground water table or pressure caused by it.
- Defective lubrication or lack of oil or coolant.
- Mechanical-, electrical- or electronic breakdown, defect or failure.
- Damage to consumable parts or parts with a limited lifespan.
- Damage recoverable under any maintenance or lease agreement.
- Cleaning, repairing, restoring, dyeing, bleaching or alteration.
- Computer viruses and similar destructive media.

**Insects and pests**

- Damage caused by insects or pests.

**Contracts or agreements**

- Breach of contract or agreement.
- Liability arising from a contract or agreement, unless you would have had the same liability had you not entered into the contract or agreement.

#### **Selling your possessions**

- When selling your possessions, you need to have prior confirmation by your bank that valid and legal payment for the sale has been made before giving the property to the other person.

For example, people sometimes “buy” items using fraudulent cheques or counterfeit money. In order to avoid becoming a victim of this kind of theft, you need to make sure that your bank confirms that the cheque has been honoured, or that the money is not counterfeit, before you give the item to the other person.

#### **Pawned items**

- Any pawned items, whether you pawned them or are holding them on someone else's behalf.

#### **Consequential loss**

- Any consequential loss or damage; that is any loss or damage not directly caused by an insured peril.

For example, if you are involved in a vehicle accident and instead of calling for assistance, you continue driving, which causes the vehicle engine to seize. The damages caused as a result of the accident will be covered, however the damages caused as a result of you continuing driving the vehicle will be excluded.

#### **Illegal activities**

- The use of the insured property for, or in connection with, the commission of any offence.

This includes any incident relating to obtaining, using or soliciting narcotics.

#### **Optional cover not automatically included**

- Where optional cover is available under certain sections it is automatically excluded unless the optional cover was selected and it was included on your schedule.

For example, the loss of use of your car following an accident and while it is being repaired is not automatically covered. The car-hire option is available as an optional cover and will provide you with a hired car as a means of alternate transport.

#### **Warranty Insurance**

We will not compensate you for any loss or damage which is insured under a valid manufacturers warranty.

## 2. SASRIA cover

Cover is provided by SASRIA SOC Limited and can be included in all sections of your policy, excluding personal accident.

It is a condition of cover that you, and anyone covered under your Momentum policy, must comply with its terms and conditions in order to be covered by SASRIA.

### What is covered under SASRIA cover

You are automatically covered in South Africa for loss or damage caused by:

- Any act or attempt calculated or directed to:
  - Overthrow or influence the state or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence.
  - Bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against the state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public.
  - Bring about any riot, strike or public disorder, which includes civil commotion, labour disturbances or lockouts.
- The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above.
- Where you are covered by one or more current and valid insurance contracts issued by or on behalf of SASRIA, the maximum sum payable is R500-million during any calendar year.

### What is not covered under SASRIA cover

- Any consequential or indirect loss or damage, other than loss of rent if it is specifically covered. If so, the period is limited to the time required to make the building tenantable.

**Loss or damage caused or contributed to by:**

- The total or partial stopping of work.
- The retardation, interruption or stopping of any process or operation.
- Your property being dispossessed, resulting from its confiscation, commandeering or requisitioning, by any lawfully established authority.
- Looting and theft, unless caused by any of the covered events mentioned above.

 **Any act of terrorism involving the threat of or actual use, or release of, any:**

- Nuclear weapon or device.
- Chemical or biological agent.

Any act of terrorism includes the actual use or threat of force or violence by any person or group whether acting alone or in connection with any organisation or government, and which is committed for any political, religious, ideological or personal reasons, including the intention to influence any government or to create fear in the public.

If SASRIA states that any loss or damage is not covered because of the exclusion noted above, you will bear the responsibility of proving that the exclusion does not apply.

All events which may give rise to a claim in terms of SASRIA must be reported to the police as soon as reasonably possible.

All events which results in a claim in terms of SASRIA must be reported to the South African Police as soon as possible. You must inform MSTI of your claim and we will submit it to SASRIA on your behalf. If SASRIA acknowledges the claim as being valid a payment will be made to you. If SASRIA does not pay your claim, it is up to you to prove that your claim is valid.

# 3. Buildings cover

## What buildings refers to

Buildings refers to the immovable structures, this includes the home and the outbuildings whether they are separate from the home or not, at the address noted on your schedule. It also includes all permanent fixtures, fittings and improvements, such as driveways, walls, fences patios, swimming pools, swimming pool, borehole and spa pumps, gate motors, tennis courts, underground pipes and cables. Dams and dam walls, jetties and piers, loose gravel paths and coverings as well as pool cleaning equipment are excluded.

## The insured value

The insured value noted on your schedule is the maximum amount we will pay in the event of a claim, less the excess and any dual insurance and underinsurance.

You need to insure your building for its replacement value. This is the cost of rebuilding or repairing the building with new materials.

The replacement value must include the following additional costs:

- Professional and municipal fees.
- Demolition charges.
- Debris removal.
- Making the site safe.

Should you insure the building for an amount less than its replacement value, we will proportionately pay you.

For example, If the correct insured value of the building is R400 000 and you insure it for R200 000 you will be compensated for 50 percent of your loss.

Water heating systems will be covered to the maximum amount noted on your schedule.

## Your responsibilities

In order to have continuous cover and a valid claim, you need to adhere to the following:

### Important changes

Inform us immediately when:

- The building is unoccupied for any period longer than 60 consecutive days.
- The building is let or sublet.
- Any alterations, additions or improvements are made to the building.

For example, If your building has a slate roof, we charge a specific premium for that. If you later thatch the roof without telling us, we would be receiving the incorrect premium because thatch has a greater risk of fire damage. Your building will therefore not be covered for fire damage.

### Responsibilities of people living at the premises

Anyone living at the premises must adhere to the terms and conditions of this policy.

### What is covered under buildings cover

**Fire, explosion and earthquake**

Loss or damage caused by:

- Fire.
- Explosion and earthquake.

**Subsidence**

Damage caused by the downward movement of land resulting from natural shifts or human activity, causing structural damage to your property.

**There is no cover for damage relating to subsidence caused by:**

- Volume changes in clay based soil or in rock caused by changes in the moisture levels.

- Excavations, other than mining activities.
- Faulty construction or removal of or weakening of pillars.
- Normal settlement, shrinkage or expansion of the soil supporting the structures.
- The poor compaction of soil used to fill areas under paving and floors.

- There is no cover for additional underpinning of foundations necessary to prevent further damage**

Please also see comprehensive subsidence under optional cover.

- Acts of nature**

Loss or damage caused by wind, thunder, lightning, storm, hail, flood or snow.

- Bursting of water heating systems and pressurised water pipes**

Loss or damage caused by leaking, bursting or overflowing of water heating systems (which include geysers, solar water heating systems and boilers), water supply-tanks, cisterns and pressurised water pipes forming a permanent part of the building.

- There is no cover for sewerage and waste pipes.**

- Theft**

Loss or damage caused by theft and other intentional acts.

- There is no cover for loss or damage caused by theft and other intentional acts:**

- From outbuildings, whether they are separate from the home or not, unless there are visible signs of forced entry into the outbuilding.
- While the building is being let or sublet unless there are visible signs of forced entry into the building.
- Where there are people living in the building but it is unoccupied for more than 60 consecutive days.
- If the building is abandoned, vacant, empty or illegally occupied.

- Power surges**

Loss or damage caused by power surges and dips.

Impact

Loss or damage caused by:

- Animals (excluding domestic animals).
- Aircraft and articles dropped from them.
- Vehicles.
- Falling trees and trees cut down by a professional tree feller.

Accidental damage

Accidental damage to:

- Fixed glass and sanitaryware, unless the building is unoccupied.
- Water, sewerage, gas, electricity and telephone connections between the building and the public supply or mains for which you are responsible.

There is no cover for accidental damage to any other items.

For example, there is no cover for damage to an ornament that is accidentally dropped or broken.

Alterations and additions

Loss or damage occurring during construction or alteration, caused by an incident for which you can claim. This includes cover for building materials, fixtures, fittings and improvements which you own or for which you are responsible.

There is no cover:

- Where acts of nature (wind, thunder, lightning, storm, hail, flood or snow) either cause or contribute to the damage of unroofed or partially roofed structures.
- For glass and sanitaryware which are accidentally broken.
- For personal liability.
- For stolen building materials, fixtures, fittings and improvements if the building is abandoned, vacant, empty or illegally occupied. If the building is occupied, unfitted fixtures and fittings are covered for theft if they are stored inside the building and there are visible signs of forced entry into the building.

## Fire brigade charges

If your property suffers an incident for which you can claim, we will compensate you for the reasonable cost incurred following fire extinguishing by the fire brigade or public authorities.

## Temporary accommodation

Following an incident for which you can claim, we will pay for the reasonable costs of other accommodation for you or your tenant because the building is unfit to live in. Cover is limited to 20 percent of the insured value and applies for the period reasonably required to make the building fit to live in.

If you enjoy more specific cover elsewhere, the above will only be covered after your claim was settled.

## The cost of other accommodation where the building is let or sublet to holidaymakers, or where it is used as a guesthouse, is not covered.

## Liability to other people

You are covered for the following up to the maximum amount noted on your schedule.

### **Personal liability as a homeowner**

Where you and members of your household who live with you are legally liable for:

- Accidental death or bodily injury to people other than members of your household or your domestic employees or employees.
- Accidental loss of or damage to property belonging to people other than members of your household or your domestic employees or employees.

This includes legal costs which someone else can recover from you and which we agree to in order to settle or defend a claim against you.

### **Liability to domestic employees**

You are covered for all amounts where you are legally liable for the death of or bodily injury to any of your domestic employees caused by an accident while he/she was working for you.

This includes legal costs which someone else can recover from you and which we agree to in order to settle or defend a claim against you.

### What is not covered under liability to other people

#### Liability arising from

- Any trade, business or profession.
- The ownership, possession or use of lifts.
- The ownership or possession of animals other than cats and dogs.
- The ownership, possession or use of aircraft, vehicles and watercraft.
- The use of weapons and firearms.
- Damages and legal costs awarded against you by a court outside South Africa.
- Any incident which causes damage to other people's property or injury to them and where a claim for damage to the building itself would not have been covered.

For example, you cannot claim for the damage to your building where a poorly built wall collapses, which means that if this incident causes injury to a visitor, your liability to this person will not be covered.

#### Cover given by legislation or other insurance contracts

Liability which is covered by:

- The Occupational Health and Safety Act.
- The Compensation for Occupational Injury and Diseases Act.
- Any other insurance contract or Momentum contract.

#### Exclusions under what is not covered

Anything noted under what is not covered under buildings cover applies to liability to other people whether you claim for loss or damage to the building or not.

### What is not covered under buildings cover

#### Theft and other intentional damage

Loss or damage:

- Caused intentionally by you, any members of your household or your tenant.

- That occurs with your knowledge or consent.

**Lack of maintenance**

- Where the buildings are not maintained in good order and condition

**Existing damage**

Any existing damage which occurred prior to the incident or when your cover started.

**Matching materials**

Any additional costs resulting from the unavailability of matching materials.

For example, if we fix your burst pipe and some damaged tiles in your bathroom and you then want to replace undamaged tiles as they no longer match, we will not pay for the replacement of the undamaged tiles.

**Scorching**

Loss or damage caused by scorching.

For example, there is no cover if damage is caused by a hot iron placed face down on a kitchen cupboard surface or cigarette burns on a carpet.

**Where any of the following either cause or contribute to damage**

- Volume changes in any clay based soil or in rock caused by changes in their moisture or water content.
- Scratching, chipping, cracking, denting, biting, tearing or dirtying.
- Defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction.
- Construction, alteration or repairs, defective workmanship or materials.
- A lack of maintenance.

**Vacant, empty, abandoned or illegally occupied buildings** If the building is vacant, empty, abandoned or illegally occupied there is no cover for:

- Theft, attempted theft and other intentional acts.
- Fire and explosion.

- Accidental damage.

### Retaining walls

There is no cover for damage to retaining walls unless they are designed and constructed according to structural engineering specifications.

### Roots or weeds

Loss or damage to underground pipes, tennis courts, driveways, patios, steps, boundary walls or swimming pools caused by roots and weeds are excluded.

### Loss or damage relating to your profession

Loss or damage of your building related to your profession, business, or farming operations.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

### Theft cover for unoccupied buildings

Theft is covered if there are people living in the building but it is unoccupied for more than 60 consecutive days. There must be visible signs of forced or violent entry or exit from the building itself.

### There is no cover for the theft of fixtures and fittings during alterations and additions at the property unless the building is occupied.

### Water heating systems and pressurised water pipes wear and tear.

Damage caused by leaking, bursting or overflowing of water heating systems, its parts and any concealed pressurised water pipes. This includes damage caused by rust, decay, gradual deterioration, wear and tear, cracking and splitting.

The cost of repairing or replacing the water heating system, its parts and any concealed pressurised pipes is covered in full.

There is no cover for sewerage and waste pipes.

Property used for business purposes.

Property used for business purposes is only covered if noted on your schedule.

Comprehensive subsidence.

Damage caused by the downward movement of all soil types resulting from natural shifts or human activity, causing structural damage to your property, subject to:

- The submission of a geotechnical report done and signed off by either a geological engineer (geoengineer) or a geotechnical engineer or an engineering geologist.
- The building foundations and construction being designed and approved by a licensed structural engineer. Approval of the geotechnical report by Momentum Short-term Insurance.

There is no cover for damage relating to subsidence caused by:

- Excavations other than by mining activities.
- Removal of or weakening of supporting pillars.
- The poor compaction of soil used to fill areas under paving and floors.

Veld fires liability

Damage or bodily injury caused by the spreading of a veld or forest fire.

The maximum amount you can claim for any incident is noted on your schedule.

There is no cover if you do not comply with legislation such as the National Veld and Forest Fire Act.

# 4. Contents cover

## What contents refers to

Contents refers to all personal possessions inside your home and outbuildings at the address noted on your schedule. Outbuildings, whether they are separate from the home or not, include garages, domestic quarters and storerooms. The contents must belong to you or to any members of your household who live with you.

Bicycles, cellphones, portable computer equipment and wearable devices such as smart watches are only covered if they are noted under specified all risks cover on your schedule.

- The value of jewellery and watches must be separately specified under the contents sum insured and noted on your schedule.
- Items that you take out of the home and that belong to you or to any members of your household, who live with you is not regarded as contents and must be specified under the all risks section of your policy.

## The insured value

The insured value noted on your schedule is the maximum amount we will pay in the event of a claim, less the excess and any dual insurance and underinsurance.

You need to insure your contents for its total replacement value. This is the cost of replacing your lost or damaged items with new ones. Should you insure the contents for an amount less than its replacement value, we will pay you proportionately.

For example, if the correct total insured value of the contents at the time of a claim is R400 000 and you insure it for R200 000 you will be compensated for 50 percent of your loss.

## Your responsibilities

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

- Important changes

Inform us immediately when:

- You move and your address changes.

For example, if you move from Upington to Johannesburg without telling us, we will continue charging a premium for your contents at your previous address. The notably higher crime rate in Johannesburg would obviously mean that it would cost more to insure your contents. We also need to evaluate the physical security at your new home before giving you cover.

- Your home is unoccupied for any period longer than 60 consecutive days.
- Your home is let or sublet.

### **You must keep jewellery and watches in a safe**

- Individual jewellery items or watches must be stored in a securely locked wall or floor mounted safe when not worn. Refer to the schedule for limits that apply.

### **Responsibilities of people living at the premises**

Ensure that anyone living on the premises complies with the terms and conditions of this policy.

### **What is covered under contents cover**

**Fire, explosion and earthquake**

Loss or damage caused by:

- Fire.
- Explosion and earthquake.

**Subsidence**

Damage caused by the downward movement of land resulting from natural shifts or human activity, causing structural damage to your property.

**Acts of nature**

Loss or damage caused by wind, thunder, lightning, storm, hail, flood or snow.

**Bursting of water heating systems and pressurised water pipes**

Loss or damage caused by leaking, bursting or overflowing of water heating systems (which include geysers, solar water heating systems and boilers), water supply-tanks, and cisterns and pressurised water pipes forming a permanent part of the building.

**Theft**

Loss or damage caused by theft and other intentional acts.

**Power surges**

Loss or damage caused by power surges and dips.

**Impact**

Loss or damage caused by:

- Animals (excluding domestic animals).
- Aircraft and articles dropped from them.
- Vehicles.
- Falling trees and trees cut down by a professional tree feller.

**Accidental breakage**

Accidental breakage of television sets, mirrors or glass forming part of any furniture.

**Fire brigade charges**

If your property suffers an incident for which you can claim, we will compensate you for the reasonable cost incurred following fire extinguishing by the fire brigade or public authorities.

**Temporary accommodation**

Following an incident for which you can claim, we will pay for the reasonable costs of other accommodation for you or your tenant because the building is unfit to live in. Cover is limited to 20 percent of the insured value and applies for the period reasonably required to make the home fit to live in.

 **Liability to other people**

You are covered for the following, up to the amount noted on your schedule:

**Personal liability**

Where you and members of your household who live with you are legally liable for:

- Accidental death or bodily injury to people other than members of your household or your domestic employees.
- Accidental loss of or damage to property belonging to people other than members of your household or your domestic employees.

This includes legal costs which someone else can recover from you and which we agree to in order to settle or defend a claim against you.

**Liability to domestic employees**

You are covered for all amounts where you are legally liable for the death of or bodily injury to any of your domestic employees caused by an accident while he/she was working for you.

This includes legal costs which someone else can recover from you and which we agree to in order to settle or defend a claim against you.

**Liability as a tenant**

You are covered for all amounts which you are legally liable to pay to your landlord arising from accidental loss of or damage to the rented building where you are permanently living.

## What is not covered under liability to other people

### Liability arising from:

- Any trade, business or profession.
- The ownership of any land or building.
- The ownership, possession or use of lifts.
- The ownership or possession of animals other than cats and dogs.
- The ownership, possession or use of aircraft, vehicles and watercraft.
- The use of weapons and firearms.
- Damages and legal costs awarded against you by a court outside South Africa.
- Any incident which causes damage to other people's property or injury to them and where the claim for loss of or damage to the contents itself is not covered.

For example, you cannot claim for damage to your contents which you caused intentionally, which means that if this incident causes injury to a visitor, your liability to this person will not be covered.

### Cover given by legislation or other insurance contracts

Liability which is covered by:

- The Occupational Health and Safety Act.
- The Compensation for Occupational Injury and Diseases Act.
- Any other insurance contract or Momentum contract.

## What is not covered under contents cover

### There is no cover for damage relating to subsidence caused by:

- Changes in clay based soil or in rock caused by changes in the moisture levels.
- Excavations, other than mining activities.
- Removal of or weakening of pillars.
- Normal settlement, shrinkage or expansion of the soil supporting the structures.
- The poor compaction of soil used to fill areas under paving and floors.

### There is no cover for additional underpinning of foundations necessary to prevent further damage.

**There is no cover for loss or damage caused by theft and other intentional acts:**

- From outbuildings unless there are visible signs of forced entry into the outbuilding.
- While the building is being let or sublet unless there are visible signs of forced entry into the building.
- Where there are people living in the building but it is unoccupied for more than 60 consecutive days.
- If the building is abandoned, vacant, empty or illegally occupied.

**There is no cover for accidental damage to any other items.**

For example, there is no cover for damage to an ornament that is accidentally dropped or broken.

**Theft and other intentional damage**

Loss or damage:

- Any loss or damage suffered as a result of domestic employees or any other person with unaided access to your buildings or premises is not covered. Unaided referring to free access with no owner consent needed to gain entry, for example, employees with their own set of house keys.
- Caused intentionally by you, any members of your household or your tenant that occurs with your knowledge or consent.

**Contents being transported**

Damage to contents being transported to a new permanent address caused by the following:

- An accident involving the vehicle carrying the contents.
- Fire, lightning or explosion.

**Money**

Money, cheques, bonds, promissory notes, coins, stamps or personal documents.

**Counterfeit goods**

Loss of or damage to any counterfeit goods.

**Vehicles**

Vehicles, any vehicle accessories and vehicle spare parts (including motorcars, motorcycles, motorised scooters, light delivery vehicles, caravans, trailers, aircraft and watercraft).

**Matching materials**

Any additional costs resulting from the unavailability of matching materials.

**Scorching**

Loss or damage caused by scorching.

For example, there is no cover if damage is caused by a hot iron placed face down on a table surface or cigarette burns on a loose carpet.

**Sets and pairs**

Remaining parts or items that are part of any set or pair.

For example, if you claim for a stolen item that forms part of a set or pair and which needs to be replaced, we will either replace the individual item or settle the cash equivalent. We won't replace the entire set or pair.

**Where any of the following either cause or contribute to damage**

- Volume changes in any clay based soil or in rock, caused by changes in their moisture or water content.
- Scratching, chipping, cracking, denting, biting, tearing or dirtying.
- Defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction.
- Construction, alteration or repairs, defective workmanship or materials.
- Lack of maintenance.

**Vacant, abandoned or illegally occupied buildings**

If the building is vacant, abandoned or illegally occupied there is no cover for:

- Theft, attempted theft and other intentional acts.
- Fire and explosion.
- Accidental damage.

### Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

**Theft cover for unoccupied buildings**

Theft is covered if there are people living in the home but it is unoccupied for more than 60 consecutive days. There must be visible signs of forced entry to the building.

**Comprehensive subsidence**

Damage caused by the downward movement of all soil types resulting from natural shifts or human activity, causing structural damage to your property, subject to:

- The submission of a geotechnical report done and signed off by either a geological engineer (geoengineer) or a geotechnical engineer or an engineering geologist.
- The building foundations and construction being designed and approved by a licensed structural engineer.
- Approval by Momentum Short-term Insurance.

**There is no cover for damage relating to subsidence caused by:**

- Excavations other than by mining activities.
- Removal of or weakening of supporting pillars.
- The poor compaction of soil used to fill areas under paving and floors.

**Garden and leisure equipment**

Loss of or damage to garden and leisure equipment which are designed to be left outside your home such as garden furniture, braai equipment, pool cleaning equipment and jungle gyms.

**Goods used for business purposes**

Loss of or damage to goods used for business administration purposes caused by any of the insured incidents listed under this section.

**Theft of contents being transported**

Theft of contents while being transported to a new permanent address.

**Damage of contents being transported**

Damage of contents while being transported to a new permanent address.

**Extended liability**

Refer to the extended liability attachment to your schedule.

**Accidental breakage cover**

Cover for accidental breakage of household goods at the risk address up to the amount specified.

The maximum claim amount for a single item is noted on your schedule and bicycles, cellphones, portable computer equipment and wearable devices such as smart watches are only covered if they are noted under specified all risks cover on your schedule.

**Bicycles, cellphones, portable computer equipment and wearable devices such as smart watches are only covered if they are noted under specified all risks cover on your schedule.**

**Intentional acts by you, members of your household or tenants are not covered.**

**Veld fires liability**

Damage or bodily injury caused by the spreading of a veld- or forest fire.

The maximum amount you can claim for any incident is noted on your schedule.

**There is no cover if you do not comply with legislation such as the National Veld and Forest Fire Act.**

## Bonus benefits

The amounts noted below are subject to change. Please refer to your schedule for the latest amounts.

What is covered	Maximum payable
<input checked="" type="checkbox"/> <b>Theft</b> Theft of the following: <ul style="list-style-type: none"> <li>Personal documents.</li> <li>Stamp, coin or medal collections.</li> <li>Laundry from the washing line.</li> <li>Garden furniture and garden equipment.</li> <li>Personal possessions of guests.</li> <li>Domestic employees' contents at the address noted on your schedule.</li> <li>Groceries from a vehicle.</li> <li>Money, cheques, bonds, promissory notes or personal documents, where there are visible signs of forced entry to the building.</li> </ul>	R2 000 R1 500 R5 000 R5 000 R5 000 R5 000 R1 000 R1 000
<input checked="" type="checkbox"/> <b>Groceries</b> Spoiling of the contents of a fridge or freezer following a power failure.	R5 000
<input checked="" type="checkbox"/> <b>Fraudulent account card use</b> Fraudulent use of credit, cash and account cards, except fraudulent use by members of your household.	R2 500
<input checked="" type="checkbox"/> <b>Hole-in-One</b> "Hole-in-One" or "Full House" scored in golf or bowls.	R1 000
<input checked="" type="checkbox"/> <b>Injury to your pet</b> Veterinary costs resulting from a motor accident in which your household pet is injured.	R1 000
<input checked="" type="checkbox"/> <b>Death of a spouse</b> Compensation for the death of a spouse caused directly by a fire or theft at your home.	R5 000
<input checked="" type="checkbox"/> <b>Locks and keys</b> Loss of or damage to locks, keys and remote controls for your home.	R1 250

# 5. All risk cover

## What all risk refers to

All risks refers to personal possessions, which are usually taken out of the home and which belong to you or to any members of your household who live with you.

For example, clothing, jewellery, Kruger Rands, photographic equipment and travel luggage can be insured in this section.

## The insured value

The insured value noted on your schedule is the maximum amount we will pay for any claim, less the excess, any dual insurance and underinsurance.

You need to insure your possessions for the replacement value of each item. This is the cost of replacing your lost or damaged items with new ones. Should you insure any item for an amount less than its replacement value, we will pay you proportionately for that item.

## Specifying all risk items

Possessions insured in this section fall into one of the following categories:

### Unspecified all risk

As "unspecified" suggests, this section covers a variety of items you wear or carry with you; these could change from day to day and it would be impossible to list them each time you need them covered. These items are therefore automatically covered for the overall maximum value you choose. Within this overall limit there is a maximum value per item, which is noted on your schedule.

### Specified all risk

This refers to any items valued at more than the individual maximum value per item for unspecified all risk cover, with each item being specifically named and the value noted on your schedule.

Any possessions you normally carry with you to work on a daily basis, or which your children take to school, can be covered in this section.

Bicycles, cellphones, portable computer equipment and wearable devices such as smart watches are only covered if they are noted under specified all risk cover on your schedule.

For example, as a working person you may normally carry a bag or case which contains your purse or wallet, a cell phone, a diary and some personal items. You would insure these in the following way, assuming that the maximum value per item for unspecified all risk cover is R3 500:

The items valued at more than R3 500 each must be specified as follows:

- Cellphone R5 000
- Leather bag R4 600

### **Where you are covered**

All risk items are covered anywhere in the world.

### **What is covered under all risks cover**

- Loss of or damage to unspecified and specified possessions.
- Unspecified all risk cover will only be applicable away from the risk address noted on your schedule.

### **You must keep jewellery and watches in a safe.**

Individual jewellery items or watches must be stored in a securely locked wall or floor mounted safe when not worn. Refer to the schedule for limits that apply.

### **What is not covered under all risk cover**

- Loss of or damage to
  - Washing stolen from the washing line at your home address.
  - Electronic programmes, data or unlicensed software.

- Money or cheques and other negotiable instruments other than Kruger Rands.

**Loss or damage**

- Caused intentionally by you or any members of your household.
- That occurs with your knowledge or consent.

**Sets and pairs**

Remaining parts or items that are part of any set or pair.

For example, if you claim for a stolen item that forms part of a set or pair and which needs to be replaced, we will either replace the individual item or settle the cash equivalent. We won't replace the entire set or pair.

**Items inside a vehicle**

If items are left inside the vehicle and there is no one in the vehicle, there is no cover for loss or damage caused by theft of these items unless they are:

- Concealed in the enclosed storage areas such as the cubby-hole, boot or under retractable or removable boot covers. (This does not apply to baby or toddler seats.) Goods left in the open are not covered. There must also be visible signs that the vehicle was broken into.

For example, items left in the vehicle that are in view of passers-by are very likely to be stolen.

- Stored in the loading area of an light delivery vehicle and are concealed under hard-wearing, lockable load covers. There must also be visible signs that the load cover was broken into. Items concealed under canvas covers are not covered.

For example, items stored under canvas load covers of an light delivery vehicle are less secure and more likely to be stolen, whereas a sturdier lockable cover offers greater protection.

- Stored in the loading area of an light delivery vehicle with a canopy and the canopy's windows are covered with "smash- and-grab" safety film of at least 100 micron and with visibility of 35 percent or less. There must also be visible signs that the canopy was broken into.

There is no cover at all if the following items are left in the loading area:

- Cellphones.
- Computer, audio/video, and photographic equipment.
- Individual items worth more than R100 000.

Racks, carriers and other items on a vehicle

Theft of:

- Racks or carriers unless it is secured to the vehicle.
- Items on the racks or carriers unless they are secured to it.
- Bicycles unless they are locked to the racks or carriers.

# 6. Personal accident cover

## What personal accident refers to

Personal accident refers to cover for any nominated members of your household for death or disability directly caused by an accident occurring anywhere in the world provided that death or disability occurs within 12 months of this accident.

Only people between the ages of 14 and 70 can be covered.

## The insured value

The insured value for each category of personal accident cover is noted on your schedule and is the maximum amount we will pay in the event of a claim.

## What is covered under personal accident cover

- Death directly caused by an accident. This includes presumption of death (determined by a court) following disappearance after an accident involving any vehicle, air- or watercraft in which the person was travelling.
- Permanent disability directly caused by an accident. The benefit table is noted on your schedule.
- Temporary total disability directly caused by an accident where you are unable to perform your usual work or occupation. The maximum amount and payment period are noted on your schedule.

## What is not covered under personal accident cover

- Death or disability caused by:
  - Suicide, attempted suicide or any intentional self-injury.

- Insanity.
- Any disease passing from one person to another.
- Any existing physical defect or infirmity.
- Pregnancy or childbirth.
- Being under the influence of alcohol or drugs.
- Provoking assault, breaking the law or disturbing the peace.
- Participation in any defence, correctional or security services.
- An accident which occurs while you are travelling in, getting on or off or out of any aircraft unless:
  - It is licensed to carry passengers.
  - A registered transport company owns it.
  - You are a fare-paying passenger.
- An accident which occurs while you are taking part in off-road motorcycling, any kind of speed contest other than on foot, aeronautics, hang-gliding, skydiving, parachuting, mountaineering where the aid of guide ropes is required, rock climbing, game hunting, hurdling, steeple chasing, polo, professional sports, snow or ice sports, racing with power-driven vehicles or watercraft or aircraft, martial arts, bungee jumping, or diving.
- Mining or using explosives.
- Using machinery for commercial purposes.

# 7. Vehicle cover

## What vehicle refers to

Vehicle refers to any South African registered motorcar, motorcycle, light delivery vehicle, caravan or trailer. Vehicles used for emergency services (including traffic control and armed response vehicles), law enforcement, towing and taxi purposes are not covered. The vehicle that you have insured is noted on your schedule.

## The insured value

The insured value noted on your schedule is the maximum amount we will pay in the event of a claim, less the excess and any dual insurance, betterment or depreciation.

If the vehicle is financed, we will first pay the outstanding settlement amount to the finance company up to the maximum amount of the insured value, excluding:

- Any early settlement penalties.
- Additional finance charges.
- Any arrear instalments and interest.

We will pay you the difference if the settlement amount is less than the insured value, less the applicable excess and the charges stated above.

The insured value of your vehicle and its accessories is determined by a Momentum recognised Industry Body. This guide takes the age, mileage and condition of your vehicle and accessories into account. Should the vehicle not be listed in the guide we will establish its reasonable value from a suitable source.

Your vehicle can be insured for one of the following values:

- Retail value.
- Market value (the average between the vehicle's retail and trade values).
- Nominated value (which applies to collectors' vehicles where a valuation is given by a suitable source).

If the vehicle is either hijacked or stolen and not recovered, or if it is written-off, we will pay the insured value, including the value of any specified non-standard factory fitted accessories, according to the values determined by a Momentum's recognised Industry Body.

Factory-fitted sound equipment is automatically covered because it is included in the value of the vehicle. The basic vehicle excess is payable for any sound equipment claims. You can however specify the sound equipment under optional cover (for which an additional premium is charged) and then the lower sound equipment excess is payable.

### **Who is the regular driver**

The regular driver is the person who drives the vehicle most often in any monthly period and is noted on your schedule.

For example, if you are noted as the regular driver of the vehicle but you let your 18 year old son drive your vehicle to university daily without telling us, we will charge a premium based on the profile of an older, more experienced driver rather than on the profile of a younger and less experienced driver. The difference in profile would obviously mean that we would charge more to insure your son as the regular driver. We would therefore be receiving the incorrect premium and it would mean that your vehicle is not covered.

### **Vehicle use**

Your vehicle can be insured for either private use or business use.

Private use is for private or social purposes, including driving between your home and regular place of work.

Business use includes private use with additional cover for instances where the vehicle forms an essential part of the performance of any work or function.

For example, typical examples of where you would need to insure your car for business use are:

- External sales, such as representatives and estate agents.
- Client servicing, such as external consulting and client liaison.
- Delivering any commodity.

The use that you chose is noted on your schedule. In order to have cover, it is vital that

you insure your vehicle for the correct use.

For example, a vehicle that is being used for business purposes has a greater chance of being stolen or involved in an accident, as it is usually on the road more often and in a greater variety of areas than a vehicle used for private purposes. Therefore, the premium for a vehicle being used for business purposes is higher compared to the same vehicle used for private purposes. It is important that you insure your vehicle correctly otherwise it could affect the outcome of your claim.

### **In which countries are you covered**

Your vehicle is covered in South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe when used for private purposes.

If your vehicle is insured for business use it is not covered while being used for business purposes outside South Africa unless you have selected the specific optional cover for business use in countries outside South Africa. It will still be covered when used for private purposes.

For example, if your vehicle is insured for business use and you go on holiday to Botswana where you have an accident, the damage is covered. However, if you are doing business at the time, the damage is not covered unless you have selected the optional cover.

### **Your responsibilities**

In order to have continuous cover and a valid claim, you need to adhere to the following:  
Preventing loss or damage

Take reasonable, necessary steps to prevent or minimise loss, damage, injury or liability.

For example, your car is involved in an accident where the oil sump is damaged. Yet, despite the oil level warning light coming on, you continue driving, although circumstances reasonably allowed you to stop driving, and this causes engine damage. The damage to the engine is not covered.

### **Repairs and replacements**

Any repairs or replacements must be completed within six months of your claim being settled.

## Driver's responsibilities

Anyone driving the vehicle must adhere to the terms and conditions of this policy.

For example, if you lend your car to a friend who is then involved in an accident while this person is under the influence of alcohol, there will be no cover.

## Important changes

Inform us immediately if:

- The address where the vehicle is kept, as noted on your schedule, changes.
- The regular driver changes.
- The use of the vehicle changes.

## Vehicle cover

You can insure your vehicle for any one of the following:

- Comprehensive cover.
- Limited cover (third party, fire and theft).
- Liability to other parties.

## Vehicle security

You may need to fit additional anti-theft devices in your vehicle as noted on your schedule.

## Comprehensive cover

You are covered for accidental damage to your own vehicle as well as damage to other people's property. Your vehicle is also covered for theft and hijack.

### What is covered under comprehensive cover

#### Loss of or damage to the vehicle

Loss or damage caused:

- In an accident or intentionally (including theft, hijacking, attempted theft or attempted hijacking).
- By fire, explosion, earthquake, storm, hail, flood, freezing or snow.
- By animals (excluding domestic animals).

### **Towing and storage**

The reasonable costs to store or to tow the vehicle to the nearest repairer, following an incident for which you can claim. Please take note that any unauthorised towing will only be covered up to Momentum Short-term Insurance standard rates. Additional cost will be for your own account.

### **Liability to other people**

You, members of your household and the regular driver are covered for legal liability following a vehicle accident which causes damage to other people's property. This includes legal costs which someone else can recover from you and which we agree to in order to settle or defend a claim against you. The maximum amount you can claim per accident is noted on your schedule.

The accident must involve:

- The insured vehicle.
- Any vehicle being towed by the insured vehicle.
- A vehicle being driven by you, any members of your household or the regular driver, that you or they do not own.

### **Optional cover**

The following is only covered if it is noted on your schedule and the additional premium is charged:

### **Non-standard vehicle sound equipment and accessories**

Loss or damage to:

- Factory-fitted sound equipment and accessories.

Any standard factory fitted sound equipment and vehicle accessories to motorcar, light delivery vehicle and motorcycles are automatically covered under standard vehicle

cover because it is included in the value of the vehicle. Accessories fitted to caravans and trailers are also covered if they are included in the insured value. The basic vehicle excess will still be payable for any claims under the vehicle section of the policy. You can, however, specify the sound equipment and vehicle accessories under the optional cover and then the lower sound equipment and accessories excess is payable.

- Non-factory fitted sound equipment and accessories

Any non-factory fitted sound equipment and vehicle accessories items such as mag rims, boot spoilers and cell phone car kits need to be specified under the optional cover. You will enjoy no cover for these items if not specified. Items that are occasionally in the vehicle need to be insured under all risks cover.

#### **Car hire**

Following an incident for which you can claim, we will provide you with a hired car where your vehicle is:

- Damaged and being repaired.
- Damaged and not drivable.
- Stolen or hijacked.

The hired car is available for a maximum period of 30 days or until your claim is finalised if it is within the 30-day period.

You will need to pay:

- The fuel and security deposit, running costs as well as the collection and delivery fees.
- The excess in the event of a claim for loss of or damage to the hired car.

#### **Business use in countries outside South Africa**

Following an incident for which you can claim you are covered when the vehicle is used for any business purposes while travelling in Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

#### **Business use outside South Africa – additional countries**

Following an incident for which you can claim you are also covered when the vehicle is used for any business purposes while travelling in The Democratic Republic of the Congo

(in all areas south of and inclusive of Kolwezi), Kenya, Tanzania, Uganda, Angola and Zambia.

#### Momentum Explorer

Refer to the Momentum Explorer attachment accompanying your schedule.

#### HomeDrive

Refer to the HomeDrive attachment accompanying your schedule.

#### When selling your vehicle

Loss of or damage to your vehicle while it is in the possession of another party, who is selling it on your behalf, caused by any of the insured incidents listed under what is covered.

#### Vehicle credit shortfall

You have a credit shortfall when the amount you owe in terms of a finance agreement (as defined in the National Credit Act) with a finance company exceeds the insured value we pay to settle a claim.

For example, if your car is stolen and we pay R100 000, which is your car's insured value, and you owe your bank R120 000 in terms of a finance agreement, we will settle the difference by paying it to the bank.

The vehicle must:

- Be uneconomical to repair.
- Have been stolen or hijacked and not recovered.

#### **What is not covered under vehicle credit shortfall**

#### Any refundable amounts added to your finance agreement over and above the purchase price of the vehicle.

This includes insurance premiums, motor warranties and maintenance programmes, which must be refunded to you by the company that administers the policy or warranty.

- The credit shortfall on vehicle sound equipment or non-standard vehicle accessories that are not specified on your schedule and that form part of the finance agreement.
- The excess on your vehicle claim, arrear instalments due and interest on them, additional finance charges and any early settlement penalties.
- Any finance agreement where the amount of any single instalment differs by more than 10 percent from any other instalment (except for any final residual payments).
- Any shortfall resulting from re-advances under an instalment sale or re-financing in terms of a lease.
- Credit shortfall does not cover the difference between market and retail of the vehicle.

### **Limited cover**

You are covered for damage to your own vehicle caused by fire, theft and hijacking (including attempted theft and hijacking), as well as damage to other people's property. Accidental damage to your own vehicle is not covered.

### **What is covered under limited cover**

- Loss of or damage to the vehicle

Loss or damage caused by:

- Fire.
- Theft or hijack (including attempted theft or attempted hijacking) of the vehicle itself.

- Towing and storage

The reasonable costs to store or to tow the vehicle to the nearest repairer, following an incident for which you can claim.

Please take note that any unauthorised towing will only be covered up to Momentum's standard rates. Additional cost will be for your own account.

## Liability to other people

You, members of your household and the regular driver are covered for legal liability following a vehicle accident which causes damage to other people's property. This includes legal costs which someone else can recover from you and which we agree to in order to settle or defend a claim against you. The maximum amount you can claim per accident is noted on your schedule.

The accident must involve:

- The insured vehicle.
- Any vehicle being towed by the insured vehicle.
- A vehicle being driven by you, any members of your household or the regular driver, that you or they do not own.

## **Optional cover**

The following is only covered if it is noted on your schedule and the additional premium is charged:

### Non-standard vehicle sound equipment and accessories

Loss or damage to:

- Factory-fitted sound equipment and accessories.

Any standard factory-fitted sound equipment and vehicle accessories to motorcar, light delivery vehicles and motorcycles are automatically covered under standard vehicle cover because it is included in the value of the vehicle. Accessories fitted to caravans and trailers are also covered if they are included in the insured value. The basic vehicle excess will still be payable for any claims under the vehicle section of the policy. You can, however, specify the sound equipment and vehicle accessories under the optional cover and then the lower sound equipment and accessories excess is payable.

- Non-factory fitted sound equipment and accessories.

Any non-factory fitted sound equipment and vehicle accessories items such as mag rims, boot spoilers and cell phone car kits need to be specified under the optional cover. You will enjoy no cover for these items if not specified. Items that are occasionally in the vehicle need to be insured under all risks cover.

 **Car hire**

Following an incident for which you can claim, we will provide you with a hired car where your vehicle is:

- Damaged and being repaired.
- Damaged and not drivable.
- Stolen or hijacked.

The hired car is available for a maximum period of 30 days or until your claim is finalised if it is within the 30-day period.

You will need to pay:

- The fuel and security deposit, running costs as well as the collection and delivery fees.
- The excess in the event of a claim for loss of or damage to the hired car.

 **Business use in countries outside South Africa**

Following an incident for which you can claim you are covered when the vehicle is used for any business purposes while travelling in Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

 **Business use outside South Africa**

Additional countries Following an incident for which you can claim you are also covered when the vehicle is used for any business purposes while travelling in The Democratic Republic of the Congo (in all areas south of and inclusive of Kolwezi), Kenya, Tanzania, Uganda, Angola and Zambia.

 **Momentum Explorer**

Refer to the Momentum Explorer attachment to your schedule.

 **HomeDrive**

Refer to the HomeDrive attachment accompanying your schedule.

 **When selling your vehicle**

Loss of or damage to your vehicle while it is in the possession of another party, who is selling it on your behalf, caused by any of the insured incidents listed under what is covered.

#### **What is not covered under comprehensive and limited cover**

##### **Driving with an endorsed licence or without a valid licence. If any person drives the vehicle:**

- With a licence that is endorsed for drunken or reckless and negligent driving.
- Without a valid driving licence or permit for the specific vehicle type.
- With a foreign licence unless the driver has a valid International Driving Permit or a valid driver's licence issued in the driver's country. The licence must be in English (or translated into English by the authorities of that country), with a photo of the driver and it must be for an equivalent vehicle in South Africa. Any person living in South Africa permanently must get a South African licence within one year of becoming a permanent resident. If the foreign licence is a provisional or learner's licence, the person must get a valid South African driving licence.

##### **Driving under the influence**

If any person who drives the vehicle:

- Is under the influence of alcohol or drugs.
- Has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test.
- Refuses to give either a breath or blood sample.

##### **Leaving the scene of an accident**

If the vehicle is involved in an accident and the person who drove the vehicle leaves the scene of the accident unlawfully.

##### **Racing or using the vehicle to earn an income from it**

Where the vehicle is used for:

- Racing or competition.
- Driving instruction, towing and hiring for which the driver or the owner receives payment.

**When selling your vehicle**

Where the vehicle is in the possession of another party who is selling it on your behalf.

 **Unroadworthy vehicle**

Where the vehicle is involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation.

 **Intentional loss or damage**

Loss of or damage to your vehicle:

- Caused intentionally by you, members of your household or the regular driver.
- That occurs with your knowledge or consent.

 **Where your vehicle is used without your consent**

Loss of or damage to your vehicle when any members of your household use it without your consent.

 **Modifications to enhance engine performance**

Any damage caused directly or indirectly as a result of modifications to the engine to enhance performance.

**Liability to Other People cover**

You are covered for liability to other people where a vehicle caused damage to other people's property.

**What is covered under liability to other people?** **Damage to other people's property**

You, members of your household and the regular driver are covered for legal liability following a vehicle accident that causes damage to other people's property. This includes legal costs that someone else can recover from you and what we agree to in order to settle or defend a claim against you. The accident must involve:

- the insured vehicle;
- any vehicle being towed by the insured vehicle;
- a vehicle being driven by you or members of your household or the regular driver, that you or they do not own.

**What is not covered under liability to other people (Relevant to comprehensive and Limited cover as well)**

**Death, bodily injury or emotional shock**

Liability for death, bodily injury or emotional shock.

Liability for death and bodily injury is covered by the Road Accident Fund inside South Africa. It is advisable to purchase cover for liability for death and bodily injury when travelling outside South Africa. Country specific cover is often compulsory and available when entering countries.

**Loss of or damage to property**

Liability for loss of or damage to:

- Property owned by you or in your control.
- Property owned by or in the control of any member of your household, the regular driver or any of your employees.
- A vehicle being driven by you, the regular driver, any of your employees or members of your household. Loss or damage to these vehicles will only be covered if it is specifically insured for loss or damage with Momentum Short-term Insurance.
- A vehicle being towed by the insured vehicle.

**Cover given by legislation or other insurance contracts**

Liability which is covered by:

- Any compulsory Motor Vehicle Insurance Act.
- The Occupational Health and Safety Act.
- The Compensation for Occupational Injury and Diseases Act.
- Any other insurance contract or Momentum contract.

**Driving with an endorsed licence or without a valid licence**

If any person drives the vehicle:

- With a licence that is endorsed for drunken or reckless and negligent driving.
- Without a valid driver's licence or permit for the specific vehicle type.
- With a foreign licence unless the driver has a valid.

International Driving Permit or a valid driving licence issued in the driver's country. The licence must be in English (or translated into English by the authorities of that country), with a photo of the driver and it must be for an equivalent vehicle in South Africa. Any person living in South Africa permanently must get a South African licence within one year of becoming a permanent resident. If the foreign licence is a provisional or learner's licence, the person must get a valid South African driving licence.

#### Driving under the influence

If any person who drives the vehicle:

- Is under the influence of alcohol or drugs.
- Has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test.
- Refuses to give either a breath or blood sample.

#### Leaving the scene of an accident

If the vehicle is involved in an accident and the person who drove the vehicle leaves the scene of the accident unlawfully.

#### Racing or using the vehicle to earn an income from it

Where the vehicle is used for:

- Racing or competition.
- Driving instruction, towing and hiring for which the driver or the owner receives payment.

#### Unroadworthy vehicle

Where the vehicle is involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation.

**Where your vehicle is used without your consent**

Loss of or damage to your vehicle when any member of your household uses it without your consent.

 **Modifications to enhance engine performance**

Any damage caused directly or indirectly as a result of modifications to the engine to enhance performance.

**Bonus benefit**

This applies to comprehensive cover and limited cover. There is no excess payable for any claim relating to the following:

What is covered	Maximum payable
<input checked="" type="checkbox"/> <b>Medical costs</b>  Medical costs (up to a maximum of R1 500 per person) for any passenger in the vehicle who is injured following an incident for which you can claim.	R3 500

# 8. Watercraft

## What watercraft refers to

Watercraft refers to any motorboat, ski boat or wet bike which consists of the hull, motors, machinery, equipment, standard fittings and accessories that would normally be sold with it. The watercraft trailer must be insured under the vehicle section. The craft you have insured is noted on your schedule.

## The insured value

The insured value noted on your schedule is the maximum amount we will pay in the event of a claim, less the excess and any dual insurance, betterment or depreciation and underinsurance. You need to insure the craft for its reasonable market value.

## Your responsibilities

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

- Inform us immediately if the address where the craft is kept, as noted on your schedule, changes.
- Ensure that anyone navigating the craft is competent to do so and adheres to the terms and conditions of this policy as well as the rules and regulations applicable to the specific waters where the craft is used.

## Watercraft use

The craft is only covered if it is used exclusively for private or social purposes.

## Where are you covered

The craft is covered when it is:

- Ashore in South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.
- Afloat on inland waters or on coastal waters within a 20km distance off the coast of South Africa, Mozambique and Namibia.

- Being transported by land, sea or air.

## What is covered under watercraft cover

### Loss of or damage to the craft

Loss or damage caused:

- Accidentally or intentionally (including theft, hijack, attempted theft or attempted hijack).
- By fire, explosion, earthquake, storm, hail, flood or snow.

### Motors

Loss of or damage to motors, machinery or batteries and their connections are only covered if the craft is stranded, sinks, burns or collides.

### Sails and protective covers

Sails and protective covers, which are split or blown away by wind, are only covered when:

- The craft is stranded.
- The spars to which they are fastened are damaged.

### Salvage costs

Following an incident for which you can claim, the reasonable cost of:

- Reducing or preventing further damage to the craft.
- Trying to find the craft if it is stranded or if it collides or sinks.

### Medical costs

The medical costs (up to a maximum amount stated on your schedule for any person in or on the craft who is injured following an incident for which you can claim).

### Accessories

Accessories are covered during use with the watercraft or when stored with the watercraft up to the value noted on your schedule.

**Liability to other people**

You and the members of your household are covered for legal liability following a watercraft accident which caused death or bodily injury to other people or damage to their property. The maximum amount you can claim per accident is noted on your schedule. This includes legal costs which someone else can recover from you and which we agree to in order to settle or defend a claim against you.

**What is not covered under liability to other people**

- Liability to members of your household, any of your employees, or any fare-paying passengers.
- Liability of any person being towed by the craft.

**What is not covered under watercraft cover**

**Intentional loss or damage**

Loss or damage to the watercraft:

- Caused intentionally by you or any members of your household.
- That occurs with your knowledge or consent.

**Theft without force**

Theft or attempted theft of:

- Motors, machinery, equipment, fittings and accessories that occur without visible signs of force.
- The outboard motor if it is not securely attached to the craft with bolts or a chain.

**Faulty construction and repair**

Loss, damage or injury caused by a latent defect in the craft's design or construction, or by faulty repair work or maintenance.

**When selling your watercraft**

Where the watercraft is in the possession of another party who is selling it on your behalf.

 **Pressure waves**

Loss, damage or injury resulting from pressure waves caused by an aircraft.

 **Motors**

Loss of or damage to the outboard motor if it drops off or falls overboard.

 **Accessories not stored with the watercraft**

Accessories stored at a different location to the watercraft are not covered.

For example, GPS devices used with the watercraft but also in a motor vehicle cannot be covered under watercraft, and has to be specified under the all risk section.

**Optional cover**

The following is only covered if it is noted on your schedule and the additional premium is charged:

 **Momentum Explorer**

Refer to the Momentum Explorer brochure.

 **When selling your watercraft**

Loss of or damage to your watercraft while it is in the possession of another party, who is selling it on your behalf, caused by any of the insured incidents listed under "what is covered".

## Get in touch

For more information, you can get in touch with your financial adviser or contact the call centre on **086 000 6784**.

Momentum Assist: 086 078 4767

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