



MOOIRIVIER™

**LEGAL PROTECTION FOR LANDLORDS
POLICY WORDING**

UNDERWRITTEN BY INFINITI INSURANCE LIMITED

*ADMINISTERED BY FLAGSHIP UNDERWRITING MANAGERS AND
MOOIRIVIER MAKELAARS POTCHEFSTROOM (EDMS) BEPERK*



Flagship
FINANCIAL SERVICES

Company Registration number: 2007/011027/07
An Authorised Financial Services Provider
FSP Number 49390



Company Registration number: 2005/029823/06
A licensed Non-Life Insurer and an
Authorised Financial Services Provider
FSP Number 35914

LEGAL PROTECTION FOR LANDLORDS
POLICY WORDING



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FSP Number 35914

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DISCLOSURE NOTICE



This notice does not form part of the Insurance Contract (Policy) or any other document. It does however contain valuable information.

Introduction

The FAIS (Financial Advisory and Intermediary Services) Act (Act 37 of 2002) has been introduced to protect consumer rights and makes provision for

- registration of brokers referred to as Financial Service Providers (FSP) who must comply with certain requirements such as academic qualifications and experience. The FSP must also comply with fit and proper requirements referring to honesty, competency and solvency.
- the disclosure to you as the client of material information regarding
 - details of the product supplier (Insurer).
 - details of the FSP.
 - details of the financial service.
- your rights to lodge a complaint and seek resolution thereof through the FAIS Ombud offices.

The Insurer Disclosure

Name: Infiniti Insurance Limited
Physical Address: Block F, Upper Grayston Office Park,
152 Ann Crescent, Strathavon, Sandton
Postal Address: PO Box 23, Strathavon, 2031
Telephone: 011 718 1200

FAIS Licence Information

Services: Advice and Intermediary
Categories: Personal and Commercial non-life insurance
FSP Number: 35914
Email address: compliance@infinitiafrica.com



Complaints: Please direct your complaint to the above address or by email to complaints@infinitiafrica.com. Should you wish to receive a copy of our complaints procedure please send your request to the above email address.

Professional Indemnity: Our Professional Indemnity policy is underwritten by Brit Insurance, Antares and Vibe Syndicate of Lloyds Limited and Sintelum (Pty) Ltd.

SASRIA Disclosure

Name: SASRIA Limited
Physical Address: 36 Fricker Road, Illovo, Sandton
Postal Address: PO Box 653367, Benmore, 2010
Telephone: 011 214 0800 086 172 7742
Fax: 011 447 8630
Compliance Officer: Avhaphani Mathada
Email address: complaints@sasria.co.za

WE ARE AUTHORISED IN TERMS OF A BINDER AGREEMENT TO ISSUE SASRIA COUPONS ON BEHALF OF SASRIA.

Your Policy

Type of Policy: Commercial/Personal Lines
Premium: Premium is the amount you pay us for the cover under the policy. The premium payable and frequency is reflected in your policy schedule or endorsement.
The premium is payable before inception or renewal of the policy, subject to a 15 day period of grace. Non-payment of the premium will result in contractual lapsing of the policy.





Please ensure that your FSP has explained the consequences of non-payment of premium to you.

Fees:	Any fees payable by you to the FSP are separately disclosed in your policy schedule. Your FSP must tell you what the fee is being charged for and you have to specifically agree that the fee be charged. You have the right to decline the service and not pay the fee.
Binder Fees:	Any binder fee payable to the FSP by us is separately disclosed in your policy schedule.
Commission:	Any commission payable to the FSP by us is separately disclosed in your policy schedule.

Complaints Resolution Procedure

Summary

The objective of the complaints procedure is to set out the steps that enable you to approach the FAIS Ombud for determination on a complaint, other than a claim's complaint, where the complaint constitutes a monetary claim up to R 800 000, without incurring legal expenses.

What is a complaint?

A complaint can only arise if

- Infiniti Insurance Limited or its representative contravened or failed to comply with a provision of the Act and as a result you have or are likely to suffer financial prejudice.
- we or our representative wilfully or negligently rendered a financial service which caused or is likely to cause financial prejudice.
- we treated you unfairly.



How do you lodge a complaint?

Inform Infiniti Insurance Limited in writing that you have a complaint and if possible complete our client complaint form.

What happens after this?

- We have 3 weeks to acknowledge receipt of the complaint if we cannot resolve the complaint in that period.
- We must resolve the complaint within 6 weeks.

What other rights do you have?

If after 6 weeks we have not resolved the complaint or the complaint has not been resolved to your satisfaction you may approach the FAIS Ombud within 6 months of the resolution by Infiniti Insurance Limited. You must complete a complaints registration form that you can download from the FAIS Ombud website.

FAIS Ombudsman contact details

Physical Address: 2nd Floor, Orange Building, Kasteel Office Park, 546 Jachemus Street, Erasmuskloof, Pretoria, 0048

Postal Address: PO Box 74571, Lynnwood Ridge, 0040

Telephone: 012 762 5000

Fax: 012 470 9097



Customer Contact Division

Telephone: 0860FAISOM (0860324766)
012 762 5000
Fax: 012 470 9097
Email address: info@faisombud.co.za
Website: www.faisombud.co.za

A FULL COPY OF OUR COMPLAINT RESOLUTION POLICY AND PROCEDURES IS AVAILABLE FROM OUR OFFICES

Your rights to information

You have a right to request and receive information regarding the terms and conditions of your policy including the premium charged and the cover given.

You also have the right to request and receive copies of any documentation completed and signed by you and any recordings made of telephonic disclosures made by you.

Compliance Officer details

Name: Peet Pieterse
(Officer Number 6897)
Telephone: 011 718 1200
Postal Address: PO Box 23, Strathavon, 2031
Email address: compliance@infinitiafrica.com
Your Intermediary: Also referred to as your broker or Financial Service Provider (FSP). The name of your broker is reflected in your policy schedule.
Legal Status: Your broker is authorised by us in terms of an agency agreement to render advisory and intermediary services with regard to our financial products in the categories they are licensed for.



Your broker is not a representative of Infiniti Insurance Limited and Infiniti Insurance Limited accepts no responsibility for their actions.

Your broker has to disclose to you whether they have professional indemnity insurance or not.

Claims Procedure

On the happening of any event, which may result in a claim under your policy, please notify your broker, Mooirivier Makelaars Potchefstroom

Facsimile: 086 543 7792
Telephone: 087 170 0189
Email Address: rentals@mooirivierclrs.co.za

If you are dissatisfied with the way your claim has been handled please contact Infiniti Insurance Limited.

Physical Address: Block F, Upper Grayston Office Park,
152 Ann Crescent, Strathavon, Sandton
Postal Address: PO Box 23, Strathavon, 2031
Telephone: 011 718 1200
Email Address: complaints@infinitiafrica.com

If you are still dissatisfied with the way your claim has been handled please contact The Short Term Insurance Ombudsman to review your claim.

Insurance Ombudsman contact details

Portal: <https://www.insuranceombudsman.co.za>
Share Call: 0860 103 236 / 0860 726 890
Email Address: info@insuranceombudsman.co.za



Definitions

Us / We / Our	Infiniti Insurance Limited, the insurer.
You / Your / Yourself	The person(s) and or entity named on the schedule who is the insured on the policy.
Period of insurance	The period of cover as specified on the schedule and for which the premium has been received by us.
Unlawful occupier	A tenant who holds over or refuses to evacuate the property after the lease agreement between him / her and the owner has been lawfully terminated or expired.
Cyber incident	<ul style="list-style-type: none">i) An unauthorised or malicious act regardless of time and place, or the threat or hoax thereofii) malware or similar mechanismsiii) any unintentional or unplanned (wholly or partially) outage of your computer other than outages caused directly by physical loss or damage or physical damage as a result of lightning, theft or powersurge affecting access to, processing of, use of or operation of any computer or any electronic data by any person or group(s) or persons.



DEFINITIONS

Computer

Any computer, data processing equipment, microchip, integrated circuit or similar device in computer or noncomputer equipment or any computer software, tools operating system or any computer hardware, back up facility or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether your property or not.

Malware or similar mechanism

Any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to any Virus, Trojan, worm(s), Logic Bomb(s), denial of service attack or other similar destructive media.

Communicable/contagious/infectious disease

Any disease which can be transmitted by any means whatsoever from any organism (whether living or not) to another organism.



DEFINITIONS

Landlord	The registered owner of the leased property or a tenant, who, in terms of a lease agreement or other written, lawful consent of the owner of the leased property, has the lawful right to sublet the premises to a tenant for residential purposes and to collect the monthly rental.
Legal costs	Any costs incurred in the procurement of, or work done by, a legal practitioner pre-approved by us, following a dispute between you and the tenant on your property.
Lease agreement	A written agreement, legally enforceable by the landlord and signed by all parties before the tenant takes occupation, in terms of which residential property is leased by you to a tenant.
Leased premises	The property described in the lease agreement as the property being leased to the tenant.
Legal practitioners	Both attorneys and advocates appointed by us to act on your behalf.



Legal proceedings

Any proceedings instituted in the courts of the Republic of South Africa, with the primary purpose of the lawful eviction of a tenant from residential property, after the lease agreement between you and the tenant has been lawfully terminated or expired and the tenant has failed to vacate the property.

Insured event

- 1) The lawful termination of a lease agreement by the landlord, following the failure of a tenant, without a lawful defense, to pay rental or where the tenant fails to vacate the lease premises, following the lawful termination or expiry of the lease agreement.
- 2) Where the tenant commits a breach of a valid lease agreement by vacating the leased premises prior to the expiry of the lease agreement or end of the period of the lease, without paying the monthly rental.

The due date

The due date is the first day of every month. If we do not receive your premium by the due date or within 15 days after the due date, you will not have any cover for the month for which you did not pay.



DEFINITIONS

Holding over

A tenant who continues to reside in the leased premises after the lawful termination of the lease agreement by the landlord as a result of the tenants' default in payment or after the lease agreement has expired.

Written notice

Written notice to you will be the submission of a written notice to the postal address and / or facsimile number and / or email address provided by you in your application form. In respect of notice to the postal address, receipt thereof will be regarded as having taken place on the 7th day after sending. It is your responsibility to notify us in writing of any change to the your contact details.



LEGAL PROTECTION FOR LANDLORDS' SECTION



Cover Given

We will, subject to the terms, conditions, provisions and the limits of cover provided by this policy, pay for the legal costs and expenses incurred by you in obtaining an eviction order against the unlawful occupier of the premises, following the lease agreement having been lawfully terminated as a result of a tenants failure to pay the monthly rental or following the lease agreement having expired.

General exclusions, exceptions and provisions that apply to all sections of your policy wording

These General exclusions, exceptions and provisions apply to all sections of your policy wording unless they are specifically overridden in any section for that section only.

If you comply with the terms and conditions in this policy and pay the premium to us on or before the due date then we will settle any valid claim under this policy.

General exclusions and exceptions

1. SASRIA exclusion

We will not pay for

- (A) loss of or damage to property or any liability related to or caused by
 - (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or any activity which is aimed at bringing about any of the above;
 - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;



- (iii) (a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which causes the proclamation or maintenance of martial law or state of siege;
- (b) insurrection, rebellion or revolution;
- (iv) any act (whether on behalf of any organization, body or person or group of persons) aimed at overthrowing or influencing any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- (v) any act which is aimed at bringing 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 any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
- (vi) any attempt to perform any act referred to in clause (iv) or (v) above;
- (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (A) (i), (ii), (iii), (iv), (v) or (vi) above.

If we say that because of clause (A) (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, then you will have to prove that we are wrong for us to pay your claim.



- (B) loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.

2. Terrorism exclusion

Regardless of any extensions to this policy, we will not pay for loss of or damage to property or any expense directly or indirectly caused by, arising out of, or in connection with, any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this exclusion an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section of the public.

If we say that because of this exception, loss or damage is not covered by this policy then you must prove us wrong for us to pay your claim.



3. Nuclear exclusion

- (A) We will not pay for
- (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.
- (B) We will not pay for any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.

4. Total asbestos exclusion

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to any extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

5. Nuclear causes exclusion

This insurance does not cover legal liability, loss, damage, cost or expense (including consequential loss) caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:



Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.

Definitions:

- “Nuclear material”** as defined in Nuclear Materials Act 1975.
- “Nuclear fission”** means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.
- “Nuclear fusion”** means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.
- “Nuclear radiation”** means the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.
- “Nuclear waste”** as defined in Nuclear Materials Act 1975.
- “Nuclear fuels”** means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.
- “Nuclear explosives”** means an explosion involving the release of energy by nuclear fission or fusion or both.
- “Nuclear weapon”** means a nuclear device designed, used or usable for inflicting bodily harm or property damage.

6. Computer losses

General exception applying to all sections of this policy insuring damage to property or the consequences of damage to property or any liability.

Regardless of any other extensions to this policy, we will not pay for

- (a) loss or destruction of or damage to any property (including a computer) or any loss or expense;



- (b) any legal liability;
- (c) any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all

- (i) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or
- (ii) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date, or
- (iii) to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
- (iv) to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

Special extension to computer losses general exception

- (A) Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake, rain or storm is not excluded.
- (B) This special extension will not insure any loss, destruction, damage or consequential loss if it would not have been insured in the absence of this computer losses general exception and this special extension.



7. Cyber incident exclusion

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to any extent contributed to by or in connection with a cyber incident.

For the purposes of this exclusion, any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data will not be considered as physical loss or damage and is therefore, if directly caused by a cyber incident, not covered by this policy.

8. Communicable/contagious/infectious disease and epidemic/pandemic exclusion

We will not pay for any liability, loss, damage, illness, injury, disability or death or any cost or expense directly or indirectly arising out of or contributed to by, or resulting from any communicable/contagious/infectious disease whether transmitted directly or indirectly or any epidemic or pandemic (classified as such by the appropriate national or international body or agency), which leads to the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency and/or any travel advisory or warning being issued by a national or international body or agency or any fear or threat thereof, whether actual or perceived. If we say that because of this exclusion, the loss or damage is not covered by this policy, then you must prove us wrong or we will not pay your claim.



9. Sanctions exclusion

We will not pay a claim or provide any benefit to a party in any country outside the Republic of South Africa if paying the claim or providing the benefit will expose us to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or the German Republic.

10. General exclusions

We will not pay for

- (i) consequential loss or damage, unless we specifically agree to pay for such loss or damage somewhere else in this policy.
- (ii) property that has been legally taken away from you or confiscated.

General provisions

1. Correct information

You need to always give us true and correct information. We decide whether to give you cover or not and what premium to charge based on the information that you give us so if that information is incorrect or not true and it would have affected any of our decisions, we will not pay your claim.

2. Changes after we have given you cover

If any of the information that you gave us changes in any way that would make a claim more likely to occur or would have affected any of our decisions then you must tell us immediately or we will not pay your claim. We may make changes to your policy, including changes to the premium that we charge you or the cover that we give you, by giving you 31 days' notice in writing of the change.



3. Other insurance

If you have any other insurance under which you can claim for the same event that you are claiming for under this policy, then we will only pay our portion of the claim and the balance must be claimed from the other insurer. If the item is more specifically insured on another policy then you must claim against the other policy.

4. Cancellation

You can cancel this policy or any section of it by giving us notice in writing. If we wish to cancel this policy or any section of it, we must give you 31 days' notice in writing and we must refund you any premium paid in advance for the rest of the insured time.

5. Continuing cover

You can choose whether you want to pay us monthly by debit order or annually in advance for the cover that you have taken under this policy. If you pay us monthly then the term of your policy is one month. If you pay us annually then the term of your policy is 12 months.

(a) If you pay by monthly debit order

You must pay your premium in advance and, if we do not receive it by the due date and you do not pay us during the 15 day grace period after the due date, we will submit two debit orders on the next due date, and if the outstanding premium is not received when we re-submit your debit, then this policy will be cancelled at midnight on the last day of the period of insurance that you did pay us for. If you have a claim after your debit has been unpaid and before we re-debit then you will have to pay us the outstanding premium before we can



process your claim. If you cancel your debit order to us then your policy will be cancelled at midnight on the last day of the period that you did pay us for and no further debits will be called for. Due date will be the 1st working day of every month or as otherwise agreed in writing.

(b) If you pay an annual premium

If you pay your premium annually in advance then you must pay us before the due date or within 15 days of the due date for cover to remain in place. If you do not pay us before the due date or within the 15 days after the due date, then your policy will be cancelled from the due date.

If you have a claim in the 15 days after the due date but before you have paid us, then you will have to pay us the outstanding premium before we can process your claim.

Due date will be the 1st day of every annual period of insurance.

We will not have to accept premium given to us except in compliance with the terms above but we may choose to accept premium under other conditions. If we accept premium under conditions other than in compliance with the terms above, then it will be subject to you advising us in writing of any claims that you have outstanding at the time of you giving us the premium.

6. Prevention of loss

You must take all reasonable steps and precautions to prevent a claim occurring including, but not only, complying with and adhering to all laws, regulations, rules and by-laws that are material to the risk whether the law, regulation, rule or by-law was in force at the date that your policy was issued or enacted at a later date. If you do not comply with this condition and you not complying is material to the claim, we may reject your claim.





7. Claims Procedure

- (a) Should a tenant fail to make payment of his / her monthly rental on the date agreed on in the lease agreement, you must notify us in writing of such failure within 7 business days' of the date on which the rental was due in terms of the lease agreement.
- (b) We will then, appoint a legal representative to address a notice to the tenant or contact the tenant telephonically informing him / her of his / her failure to pay and call for payment and to remedy his / her breach of the agreement. Thereafter and in the absence of a response, we or our legal representative will give notice in accordance with the applicable terms of the contract or in terms of any applicable statutory provision.
- (c) In the event of a claim, the necessary claim forms must be completed by you. A copy of the lease agreement, all supporting documentation, the contact details of the lessee, and documentary proof of any vetting process undertaken in respect of the tenant prior to the commencement of the lease agreement must accompany your claim, and must be submitted to us within 24 hours for approval.
- (d) Once we have approved your claim, you must provide us with the following within 7 days of us requesting the information:
 - (i) All the necessary statements, affidavits, documentation, signatures and other proof that the legal practitioner appointed by us may require to enable us to fulfil our obligations in terms of this policy.



- (ii) The particulars of any other insurance in force, which covers the same event, in which case we will only be liable for our proportion of the claim.
- (e) We will appoint a legal practitioner to act on your behalf to evict tenants holding over, after the lease agreement has been lawfully terminated or expired.
- (f) Neither you nor any other person acting with your consent or on your behalf may enter into any discussions or make any concessions to a tenant or his / her family members at any stage prior to and after an insured event.

8. Our rights after an event

- (a) After an event that could or has led to a claim against this policy, we and anyone that we appoint may, without implying or agreeing that we will pay the claim or prejudicing our right to rely on any conditions of this policy, take over and conduct in your name the defence or settlement of any claim and prosecute in your name for our benefit. We will be able to negotiate settlement in any way we wish.
- (b) You will, at our expense, help us and allow us to do anything necessary or reasonably needed by us to enforce any rights which would be or have been subrogated to us because we are indemnifying you.
- (c) If there is a claim against you by another person we can choose to pay the limit of indemnity (sum insured) to you and we will then not have to pay any further claim from that event.



9. Fraud

If any claim, or any part of any claim, is fraudulent or if you or anyone else on your behalf uses any fraudulent means or devices to benefit under this policy or if the loss is because of a deliberate act on your part or if you helped anyone to cause the loss then we will not pay your claim and your policy will immediately be cancelled and you will be refunded any premium paid in advance for the rest of the insured time.

10. Non-compliance

If you do not comply with any of the terms, conditions or warranties of this policy or if you misrepresent any material information we will not pay your claim. The conditions of this policy apply individually to each of the risks insured so that any breach will result in only the risk that was breached being voided.

11. Only you have rights

Only you have rights under this policy. If any other person has a claim against the policy then you must claim on their behalf. Once we have paid you or any person, including any legal practitioner, on your behalf, the claim will be regarded as settled.

12. First amount payable

If a first amount payable applies to a claim then we will pay you less this amount. You can find the first amount payable on your policy schedule.



13. Meaning of words

Your policy schedule, any endorsements and this policy wording must be read together and any word or expression to which a specific meaning has been given will have that same meaning wherever it is used.

14. Use of your personal information

When you enter into this policy you will be giving us your personal information that may be protected by data protection legislation, including but not only, the Protection of Personal Information Act, 2013 (“POPI”). We will take all reasonable steps to protect your personal information.

You authorise us to

- (a) process your personal information to
 - (i) communicate information to you that you ask us for.
 - (ii) provide you with insurance services.
 - (iii) verify the information you have given us against any source or database.
 - (iv) compile non-personal statistical information about you.
- (b) transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, re-insurance and credit control.
- (c) transmit your personal information to any third party service provider, that we may appoint to perform functions relating to your policy on our behalf.

You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.



15. Territorial Limits

We will only pay claims if the event that causes the claim happens in the Republic of South Africa.

16. Jurisdiction

This policy will be subject to the Laws and Statutes that apply in the Republic of South Africa and we will only abide by judgments first delivered by or obtained from a court of competent jurisdiction within the Republic of South Africa.

17. Onus of proof

If we allege that an event or loss is not covered by this policy, the onus of proof to the contrary rests with you.



Specific Exclusions

Cover will not be provided in the event of the following:

1. Claims resulting from the cancellation of a lease agreement that is not legally enforceable by you as the landlord.
2. Escalations in the lease agreement, that came into effect after a claim was lodged.
3. Where unlawful occupation or continued unlawful occupation of the leased premises takes place as a result of the protest action of any person, organization and/or movement with a political objective, or objective to bring about a change to legislation or policy with regard to the status of tenants or the Governments constitutional objective to provide citizens with adequate access to land and housing.
4. Where unlawful occupation of land results from a change in policy or legislation that causes unlawful occupation in terms of current legislation to become lawful.
5. Where a State or Local authority prohibits, or places a stay on, evictions for whatever reason.
6. Any claims subsequent to any action taken by you or any person acting on your behalf against a tenant without our written permission that you do so.



7. Any evictions resulting from the lease of a premise on land other than land in a township established, approved, proclaimed or otherwise recognised as such, in terms of any law, including
 - (a) any land within such a township which has been designated for agricultural purposes in terms of any law; and
 - (b) any land within such township which has been established approved proclaimed or otherwise recognised after 4 February 1997, in respect of a person who was an occupier in terms of the Extension of Security of Tenure Act, Act 62 of 1997, immediately prior to such establishment, approval, proclamation or recognition.
8. Where the leased premises are leased to any family members and/or friends and the relationship between you and the tenant was not disclosed to us, before this policy incepted.
9. Any claim resulting from any orchestrated agreement between you and a tenant and/or any other person with the dishonest objective of obtaining any benefits under this policy.
10. Where any amount of rental or deposit in terms of an existing agreement payable by the tenant is in arrears before the inception of the policy and in any of the months preceding the month within which a claim is lodged.
11. Where we have not received payment of any premium/s and/or any amount payable by you in terms of this policy.
12. Where the lease agreement between you and a tenant is not signed by both parties or is legally unenforceable by you.



13. Direct or indirect loss or damage caused by a tenant to the leased premises.
14. Payment of and the costs for the recovery of any amounts or penalties from a tenant for which amount the tenant is not lawfully liable to pay.
15. Holding over where you or your agent has reached a compromise with the tenant with regard to the payment of rental other than in accordance with the lease agreement.
16. Holding over where the property is seized or attached in lieu of a debt of the landlord, or any other case where the tenant is lawfully entitled to withhold rental payments to the landlord.
17. Any claim where the primary use of the property is other than residential.
18. Where you have, prior to and for the duration of the lease agreement, without our written approval, ceded or lawfully transferred your rights in terms of the lease agreement to any person or entity who is not named in or party to the lease agreement at the commencement thereof.



Specific Conditions

1. Lease agreement

You will be responsible to ensure that your lease agreement with a tenant, any term and condition thereof, and the execution of the terms and conditions thereof, are legally enforceable by you as the landlord and not contrary to any legislation.

2. Failure to honour terms of lease agreement

Cover under this policy will immediately be suspended if it is proven that you have failed to honour the terms and conditions of the lease agreement between you and a tenant. Should this fact be proven in a court of law or at any tribunal with competency to make such finding, after we have paid any amounts to you in respect of a claim, such amounts will immediately be refundable to us.

3. Legal opinion

We will have the right to repudiate liability for a claim or any part thereof in respect of legal costs if, in the opinion of a legal practitioner, there is no reasonable prospect of success in any litigation resulting from a claim.



4. Change of tenants

- (a) Should there be any change of tenants in the leased property, this policy shall be suspended until the details of the new tenants have been provided to us and we have agreed to continue to provide cover.
- (b) Should the agreement with new tenants not be approved of by us, the premiums received during the period of suspension in (a) will be refunded to you.

5. Limitation of cover

Cover in respect of legal costs insured by under this policy will be limited to a cumulative amount of R120 000 for claims first submitted to us in any one 12 month period of insurance.

6. Legal practitioners

Only practitioners contracted by us shall enforce your rights in terms of this lease agreement after a valid claim was submitted to us.

7. Action taken before the claim is reported

Any action by you or any legal practitioner on your behalf, whether directly or indirectly, before a claim is reported or taken without our written consent, will result in no cover in terms of this policy.



Company Registration number: 2005/029823/06

A licensed Non-Life Insurer and an
Authorised Financial Services Provider

FSP Number 35914

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