

**YOUR POLICY:
PERSONAL OUTDOOR PROPERTY**



smartsure
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INSURANCE ADMINISTRATORS

GUARDRISK
TAILORED RISK SOLUTIONS

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True Grit is the brand/product name administered by SmartSure Twenty20. SmartSure Twenty20 is an authorised financial service provider in terms of FSP No. 45422

ADMINISTERED BY:

 SMARTSURE
twenty20
INSURANCE ADMINISTRATION

 011 840 6000



TRUE GRIT ASSIST

0861 444 770

Underwritten by Guardrisk Insurance Company Limited. Guardrisk Insurance Company Limited is an Authorised Financial Services Provider and Registered Short Term Insurer. FSP No. 75

UNDERWRITTEN BY:

 GUARDRISK
TAILORED RISK SOLUTIONS

 011 669 1000



KEY TERMS TO UNDERSTAND


YOU	Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you;
SCHEDULE	The section that details what you're covered for, and for how much;
CLAIM	When you ask us to compensate you for following loss or damage;
INSURED EVENT	When something happens that you are allowed to claim for;
DEDUCTIBLE	The amount that you must pay in the event of any claim.

HOW TO CONTACT US

All written communication relating to this policy (including claim rejections and legal proceedings) must be sent to this address:

ADMINISTRATOR

SmartSure 2020 (Pty) Ltd




-  011 840-6000
-  PO Box 321, Cramerview 2060
-  info@true-grit.co.za
-  www.true-grit.co.za

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twenty20

INSURANCE ADMINISTRATORS

UNDERWRITER

Guardrisk Insurance Company Ltd

-  011 669-1000
-  102 Rivonia Rd, Ground floor, 2nd Tower, Sandton
-  info@guardrisk.co.za

GUARDRISK 
TAKING RISK SOLUTIONS

GETTING STARTED

Our guideline explains the basics of the terms and conditions of our offering.

This is for Information purposes only and does not form part of the insureds contract.

WHAT YOU CAN INSURE AND CLAIM FOR

- Motor Vehicle
- Motorcycles
- Towables
- Wet-deck
- Portable Outdoor Property

Only select categories of property which can be insured – these are set out in further detail in this guideline.

MOST IMPORTANT

1. Do not sign any blank or partially completed application forms.
2. Complete all forms in ink.
3. Keep all documents handed to you.
4. Make notes as to what is said to you.
5. Don't be pressurised to buy this Policy.
6. Incorrect information or non-disclosure by you may impact on any claims arising from your contract of insurance
7. We may not cancel your policy merely by informing your intermediary. There is an obligation to make sure the notice has been given to you as required by law.

WHY THE SCHEDULE IS SO IMPORTANT

This is probably the most important section of the policy. It tells you such things as:

- how much you pay in premiums and fees;
- up to what value or limit you are insured per section;
- how much your excess is for each section of cover;
- which items are covered by the policy;
- what type of cover you have chosen.

Take some time now to acquaint yourself with the schedule. If you find any errors, please tell your broker right away.

YOUR RESPONSIBILITIES AS THE POLICYHOLDER

Give us accurate information

You must make sure that all the information you give us about yourself, your property and your risk profile is accurate.

This will include information about your financial situation, such as insolvency.

Incomplete or incorrect information could affect the validity of your policy, and may result in us voiding your policy.

You must tell us immediately of any material changes that may increase the risk of loss or damage to your insured property. We will then have the right either to cancel the policy, or let it continue with new terms and conditions.

Be aware of how we use this information

Please note that the information you give us will be stored on databases and shared with other parties in the insurance industry in order to gather industry statistics, improve the quality of risk assessment and combat fraudulent claims.

It is important to understand that this information will remain at the disposal of these parties, even after your policy with us ends.

UNDERSTANDING ALL THE LEGAL STUFF

This is a legal contract.

This policy is simply a legal contract between you (the person whose name is detailed in the schedule) and us (Smartsure Twenty20 (Pty) Ltd with the cover underwritten by Guardrisk Insurance Co. Ltd).

It basically says that if you suffer a loss from an insured event, we will pay you out on condition that you have paid your premiums, and have complied with all terms and conditions.

MAKING THINGS AS CLEAR AS POSSIBLE

The policy is designed to avoid confusion.

Any word that has been formally defined – for example, claim or insured event – shall have that meaning wherever it appears.

All the headlines that you see are merely to help you find information quickly as summaries and you must read the detail underneath.

The policy wording will always be the final legal interpretation in the event of any dispute around meaning or interpretation.

THIS IS YOUR POLICY

Only YOU have rights under this policy – even where we have defined “you” to include other persons.

INSURABLE INTEREST

You can only claim for items in which you have an insurable interest.

These are items which, if lost or damaged, cause you to be worse off financially.

Prevent / minimise loss or damage

You must take reasonable steps to prevent loss or damage to your insured property after an event, or we might not compensate you for any loss or damage.

Tell us if you wish to cancel the policy

You may cancel the policy at any time. If we wish to cancel the policy, however, we must give you 31 days' written notice.

Pay your premiums on time

Your premiums – whether paid monthly or annually – must be received by us on time. All premiums are payable in advance, before your policy starts.

Monthly premiums

If you pay monthly, your very first premium must be paid on time via a bank debit order; there is no grace period – first premiums must be paid in advance.

If you miss a payment for any subsequent month, we will ask you to settle two months of premiums the following month.

If the payment is still not received after that, or you instruct your bank to stop the payment, your policy will be cancelled. This cancellation will be backdated to the date on which your first payment was supposed to have been made.

If the premium is settled in part only, it will be used to pay off your oldest outstanding premium. Under these circumstances, any claims you may make will not be settled until you first pay all premiums still outstanding, or agree to them being deducted from any settlement.

Annual premiums

If you are paying annually, you are allowed 30 days to pay your premium from the date of inception of your policy, failing which your policy will automatically lapse retrospect to the inception date.

Tell us of any material changes

A material change is one that could affect your risk profile – for example, a move to a new address, a change in your financial situation.

You must tell us of any such changes, as this may affect the level of your premiums, and other terms and conditions.

You are allowed to request a change to the policy at any time. Please note that the changes you request may require us to amend the terms and conditions of the policy.

We are allowed to request a change in the policy from you provided we give you 30 days in which to comply.

Avoid fraud

All dealings concerning this policy must be done honestly and in good faith. If you are found to have engaged in fraudulent or dishonest behaviour, you will lose all rights to claims and premiums and your policy will be cancelled from the date of the fraud.

Moreover, we may take legal steps to recover damages from you. Examples of fraudulent behaviour are:

- providing false information in support of a claim or about your risk profile;
- making a claim that you know to be false, fraudulent or exaggerated;
- obstructing the outcome of a legal matter.

Observe all terms and conditions

Terms and conditions are basically the rules you have to stick to in order for the policy to be valid – for example, paying your premiums on time or letting us know if you have changed your residential address.

Make sure you understand all terms and conditions; if you don't, it may result in us refusing to pay you out for a claim.

HOW MUCH WE PAY

We restore you back to your original financial position

When we settle a claim with you, our objective is to give you a payout that leaves you in the same financial position as you were before the loss took place.

This payout may be based on:

- replacement value or “new for old”, where the payout is based on the value of similar new property
- a pre-agreed sum
- any other basis as described in the relevant section, such as the retail value of a vehicle.

How much we pay out is always based on the value of the lost property, and not the sentimental or other specific value the property may hold for you.

CLAIMS

We always decide how we pay out

If the damaged item you are claiming for can be repaired, we may pay for the cost of the repair – but only if it makes economic sense to do so. Otherwise, we may replace it, pay you out in cash or give you a combination of all three.

You cannot claim more than the actual loss

We will never pay out more than the value of the lost or damaged property, even if you are over-insured. This also means that you could never be paid out twice for the same event – for example, by claiming under two different sections of this policy. Similarly, if an insured event is covered by two different insurance policies, we will pay out only our portion of it.

You cannot claim more than the sum insured

To restore your original financial position, the payout will be based on the value (as above) of the lost property, but never more than the sum insured.

How we may settle a third-party liability claim

In the event of a claim for liability towards a third party, we may finalise the claim by paying you the limit of liability, or any lesser amount for which the third-party claim may be settled. This will release us from any further liability for the claim.

We do not pay interest

Although we strive to settle all claims promptly, we cannot be held responsible for any interest on an outstanding claim.

We do not pay interest on any amount due by us unless ordered to do so by a South African court of law.

What happens if you are under-insured?

If you insure something for less than its value – i.e. you are under-insured – then you will have to bear a proportion of any loss in the event of a claim.

In calculating this, we will apply the principle of average.

Under no circumstances will we ever pay out more than the sum insured.

The payout is always reduced by the deductible

Don't forget that for every valid claim, you will always have to pay the first amount, also known as the excess. The Deductible payable by the Insured on all claims is listed in the deductible schedule.

Wait before disposing of damaged property

If there are damaged items as a result of a claim, you must not abandon them or get rid of them until we agree that you can do so.

HOW TO CLAIM

Step 1: Tell us right away

Tell us about any event that may lead to a claim as soon as possible, but not later than 30 days after the event. Give us all the relevant details.

Step 2: Do not admit liability

Do not under any circumstances admit liability for the event that led to the claim, or make misleading promises to anyone. This means that you should not:

- make any statements (unless required by law)
- offer payment to anyone
- negotiate with anyone claiming from you.

Step 3: Inform the police

Inform the police immediately, but not later than 48 hours after the event. This is particularly important when property has been stolen, people have been injured or died, or a criminal act is suspected. Take all reasonable steps to recover any stolen property and, where safe to do so, find the guilty person.

Step 4: Send us the following within 30 days

If you haven't already dealt with this when you first reported the claim, please ensure you send us the following within 30 days:

- full written details of the claim (on our standard forms, if required)
- particulars of any other policy covering the claim
- any other documentation we think is necessary to handle the claim (such as police documents, receipts, invoices or witness statements)
- proof of value and insurable interest, if required by us.

Step 5: Send us all documents you may receive later

Send us any further documentation you may receive later (such as a letter of demand).

Step 6: Help us with any legal proceedings

Your assistance may be required if we decide to start legal proceedings against any party responsible for the loss. Note that any such legal action may be taken in your name.

Sign a release

You may have to sign a release before we pay you.

Claim procedure is at your own expense

Unless we specifically offer to pay or make provision for payment, the entire claim procedure above is done at your own expense.

TIME LIMITS THAT AFFECT YOUR CLAIM**Don't miss these key deadlines****90 days**

If we formally repudiate or dispute a claim, you have 90 days to appeal this decision with us.

180 days

If we maintain our repudiation, you have a further 180 days to start any legal action against us.

365 days

Your claim will no longer be valid after 365 days, unless you have started legal action against us, or the claim concerns your legal liability towards a third party.

If you go beyond any of these time limits, your right to the payment of the claim will lapse.

WHAT TO DO IF YOUR CLAIM IS REPUDIATED**You may appeal**

If we repudiate or dispute your claim, you have the right to appeal that decision. Send your complaint, in writing, to Guardrisk (details to the left).

Remember that you have 90 days from receipt of our repudiation or dispute to lodge your appeal. If we maintain our repudiation, and you wish to start legal action against us, you have a further 180 days to do this.

You may also contact the Ombudsman

At any stage of a claim, you have the right to communicate with the Insurance Ombudsman, an independent body that investigates insurance complaints from consumers. The contact details can be found to the left.

OTHER POINTS TO NOTE**Territories we cover – Republic of South Africa and other specified Countries**

The cover in this policy is valid within the territorial limits of South Africa, as well as the following countries: Lesotho, Swaziland, Namibia, Botswana, Zimbabwe, Mozambique, Angola, Zambia, Malawi, Tanzania, Kenya and Uganda. (Your trip limit per out of RSA excursion is 6 weeks).

APPEALS CONTACT INFORMATION

Guardrisk Insurance Company Limited c/o Smartsure Twenty20

✉ PO Box 321, Cramerview 2060

✉ info@true-grit.co.za

✉ claimsrepudiation@guardrisk.co.za

✉ buyiswe.hlatshwayo@guardrisk.co.za
for complex claims

OMBUDSMAN FOR SHORT-TERM INSURANCE

☎ 0860 662-837

☎ 011 726-5501

✉ PO Box 32334 Braamfontein 2017

🌐 www.osti.co.za

Repatriation – Bringing accident damaged vehicles and property back to South Africa

(NOTE – access to this extension commences 3 months after inception of cover for the vehicle)

We will arrange and pay for the reasonable cost of repatriation (of the insured vehicle) back to RSA from any external territory mentioned above, (plus its tow rig and/or other property, providing that such units are insured in terms of this policy) following indemnifiable loss of or damage occurring, to the insured vehicle. The maximum amount payable shall not exceed 15% of the insured value of vehicle and other affected towed units, hereby specifically insured or R100 000 (one hundred thousand Rand) in total for the incident, whichever is the lesser.

In respect of any vehicle referred to and specified in the Schedule of Insurance, will remain insured while such vehicle is in transit by sea between any ports in the territories mentioned, including incidental loading and unloading relative to such transit.

Repatriation – Bringing breakdown disabled vehicles back to South Africa

(NOTE – access to this extension commences 3 months after inception of cover for the vehicle)

For the purpose of this Extension, mechanical and electrical breakdown shall mean sudden and unforeseen derangement or failure and/or malfunction of the vehicle which prevents the vehicle from being driven further and which is not attributed to wear, tear or deterioration, faulty maintenance, defective parts and/or workmanship.

The maximum amount payable shall not exceed 5% of the insured value of the vehicle or R20 000 (twenty thousand Rand) whichever is the lesser. This extension only applies to Lesotho, Swaziland, Namibia, Botswana, Zimbabwe and Mozambique.

Repatriation Breakdown Manufacturer Warranty Provision For Territories

Note: - Most vehicle manufacturers represented in South Africa, roadside assistance service extends into certain of the neighbouring territories. In the event of the vehicle being disabled due to mechanical or electrical breakdown or fault, the onus is on the insured to first contact the roadside assistance call centre to establish whether the breakdown service applies in the territory in which the insured vehicle has broken down.

The vehicle may either be repatriated back to South Africa for repair or diverted to a franchise dealership in the territory to implement repairs. This service only applies for vehicles where the manufacturer warranty is still in effect.

Should the roadside assistance not apply in the territory concerned or in the case where the vehicle warranty has expired or been suspended for the territory, then the insured can make use of the repatriation service in terms of this Extension. This extension does not cover the cost of any repairs associated with the breakdown.

South African law applies

This policy is subject to South African law.

Keeping within the law

If any of the terms or conditions of this policy are in breach of existing legislation, they will be amended so that they comply

with the law.

How claiming affects your premium

- If you have not claimed during the 12 months before the renewal date of your policy, your premium may be reduced.
- Whenever you are paid out for a claim, you may find that your premium is increased.

Claim-free Group is a concept used by us to reward you for not claiming by increasing your premium discount, or reducing it after a claim.

WHAT WE DO NOT COVER

General Exceptions

You cannot claim for:

Theft by false pretenses

This is any theft that occurs as result of you being tricked into parting with your property as part of a transaction that you believed was legitimate. The transaction can be an ordinary cash transaction, an exchange or even a credit sale agreement.

Wear and tear

This means gradual deterioration as a result of normal usage or the passage of time. It includes the gradual influence of light and weather conditions. Typical examples are worn tyres on your vehicle.

Liability by agreement

You cannot, in an agreement you might sign with a third party (for example, a builder), accept liability for something that you could not reasonably be held liable for in the first place.

Confiscation, dispossession or nationalisation

This means loss that you suffer as result of your property being forcibly taken from you by a lawfully constituted authority, such as the national government or a provincial authority.

Consequential loss

This is further loss that you may suffer as a consequence of an initial insured event. For example, if your car is in an accident on your way to the airport, we will cover you for the damaged car, but not for any loss you may suffer as result of you missing your flight. The only time we cover you for consequential loss is when it is specified as part of your policy.

GENERAL EXCLUSIONS

Riots, public disorder, terrorism and war

Generally, this refers to loss or damage to property, death or bodily injury or liability directly or indirectly related to or caused by riots, political acts, war, public disorder, terrorism or any attempted act of this kind for which we cannot reasonably be held responsible.

Unusual Events

Sasria covers you for extraordinary, unusual insurance events. They include any damage to your insured property caused by events such as riots, strikes, public disorder, or any kind of civil commotion or political unrest. Sasria cover is part of your policy and applies in South Africa only.



PORTABLE OUTDOOR PROPERTY

This section deals with insurance cover for accidental loss of or damage to outdoor items and property, which are specifically listed and itemized on your insurance schedule.

APPAREL & PERSONAL EFFECTS ITEM

- Wearing apparel and personal effects normally worn or designed to be carried on or by a person including:
- Sporting equipment normally worn or used by the person participating in sport limited to R1 000.
- Domestic tools limited to R1 000 for any one item/event.
- Money or negotiable documents limited to R1 000 for any one event.
- Household goods and groceries, limited to R1 000, while in transit to or from any place of repair or purchase, and which belongs to you.
- Infant car seats or prams limited to R2 000 for any one event.
- Orthopedic devices not exceeding R3 000 in value.

WHAT WE COVER YOU FOR

Loss or damage worldwide

We cover you for all physical loss or damage (including whilst in use) occurring anywhere in the world from any cause that is not specifically excluded in this section.

WHICH ITEMS OF YOUR PROPERTY ARE INSURED

Specified property

Any item of property that is specifically listed in your schedule is covered.

The schedule will include details of the items covered including (where applicable)

Item type

- Make | model | serial number
- Value to replace the insured item
- Photographs of the insured item/s (where applicable)

WHAT IS COVERED

Items specified under the following categories:

Outdoor property comprising:

Fishing / Boating

Any fishing rod, reel, tackle and equipment as specified, (including removable boating equipment such as Echo/fish-finders, GPS, Radio Communication apparatus, boating emergency kit, lifejackets and safety gear, satellite phones and other accessories, associated to a vessel which is insured under Section 2 – Wet deck).

KEY TERMS TO UNDERSTAND

- UNSPECIFIED APPAREL** • Select an overall limit to be insured
- SPECIFIED PROPERTY** • Any item of property that is listed on your schedule.
- PROPERTY NOT SPECIFIED** • Other than as selected above, no Property which is not specifically detailed on the schedule, is covered.

Diving/ Scuba & Free dive

Any scuba or free dive apparatus, gear and associated equipment including spear guns.

Firearms/Precision Air-rifles/pistols/Archery apparatus

- Any licensed rifle(s), shotgun(s) or handgun(s), including classic firearms in big and small bore range as well as black powder varieties belonging to collectors, occasional and dedicated hunters, wing-shooters, trap and skeet and sport shooters. This includes fitted or mounted scopes, optics, and other firearm/modifications or accessories.
- Any precision or competition grade air-rifle or pistol.
- Any compound, recurve, long bow and crossbows.
- All associated accessories specified to be covered.

Specific exclusions for category**Loss or damage as a direct result of:**

- Use of incorrect, faulty or overloaded cartridges or ammunition is excluded;
- Gradual wear of the firearm barrel rifling, trigger mechanism, firing pin or extractor;
- Deterioration owing to excessive use of components such as bow strings or projectiles such as arrows or bolts (quarrel).

Camera/Optical

Any camera or video camera including underwater varieties, pair of binoculars, range finder, spotting scope, telescope including telephoto/wide-angle lenses, filters, light meters and other photographic accessories as specified on the Schedule.

Parachute/Para-sails/Hang gliders/Man kites

Any parachute, parasail, hang glider or man kite as specified on the Schedule.

Pedal cycles

Any bicycle, racing bike, mountain bike (including tandem and multi-cyclist versions) and accessories, as specified on the Schedule. Cover is all risks other than as more specifically excluded and (includes whilst in use and further whilst you are taking part in organized race events).

Motor cycle Gear & Accessories

This includes biker's Leathers, back braces, eye protectors, goggles, elbow/knee guards, helmets, boots, back-packs, removable stowage receptacles, panniers and other specified paraphernalia.

Canoes / Kayaks / Paddle ski's / Surfboards / Inflatable rafts

Any non-motorized waterborne craft including but not limited to surf boards, canoes, kayaks, white water rafting inflatables, paddle skis, water skis, windsurfers and other water sports tow devices as specified on the schedule.

Specific exclusion for category**Loss or damage to:**

Paddles, oars and safety lines.

Removable Off-Road Vehicle accessories recovery kits and associated equipment category

Any fitment or accessory that can be removed from the vehicle insured under Section A – (Motor) category of the Policy, including but not limited to roof racks, roof top tents, spare wheels, portable fridge/freezers and recovery equipment as specified on the Schedule.

Camp Fire Accessories

Including but not limited to tents, ground sheets, sleeping bags, air mattresses, cooking equipment and associated camping accessories and non-standard supplied caravan contents and fittings (limit per item – R3 000).

Other

Specify any other, category of recreational outdoor equipment.

Maximum Sum Insured For Any One Specified Item

- No single item will exceed R100 000 in value, unless the Underwriter has specifically agreed to cover this in writing prior to the inception of the cover.

UNSPECIFIED WEARING APPAREL ITEM (MAXIMUM GROUP SUM INSURED – R10 000)**What is not covered**

- More than 30% of the wearing apparel and personal effects' Sum Insured for any one article unless so specified.
- Stamps, tickets, documents, securities, coins and medal collections.
- Cellular telephones, laptops/notebooks/palmtops/iPads/MP3 players/tablets/desktops, GPS items, computers, cameras/photographic and optical equipment that you use for professional purposes and firearms.
- Crowns, dentures, prostheses, glass eyes, hearing aids, and contact lenses.

SPECIFIED PROPERTY ITEMS

We do not cover you for loss or damage that is caused by:

- termites, insects, vermin, moths, reptiles or insecticide fumes;
- flaws or defects, whether present when the item was new or discovered afterwards;
- fluctuations in atmospheric or climatic conditions, or the effects of light;
- any process of cleaning, dyeing or renovating;
- the bursting, rusting, corrosion or deterioration of any firearm;
- defective design, specification, construction or material;
- lack of maintenance or upgrading;
- theft from an unattended vehicle unless:
- the vehicle is locked, and
- the insured property is out of view and concealed in a locked boot or locked compartment, and
- there are clear signs of forced entry
- theft of pedal-cycles (or any of their parts), unless they are locked away in a building or securely locked by chain or cable to an immovable object, or forcibly removed from you;

- electrical or mechanical breakdown, unless accompanied or caused by other insured damage.
- Theft of insured contents while the caravan or side tent is unoccupied unless there is violent and forcible entry.
- More than R2 500 (two thousand five hundred Rand) or 25% of the caravan contents Sum Insured, whichever is the greater, for any one article.
- The permanent fixtures and fittings of the caravan.
- Any other item which does not fall under the specific outdoor categories listed above.

YOUR SPECIFIC RESPONSIBILITIES

Be aware of your responsibilities

Some of the terms below require specific action on your part. In such cases, you must do what is asked of you, or we may repudiate your claim.

Proof of Ownership

Before your cover starts, you must provide us with full details of the items to be insured and ensure that you have the proof of ownership available should this be required at either policy inception or claim stage.

Firearms

Cover is excluded unless the firearm is stored in a SAPS approved gun safe (as required in terms of the SA Firearms Control Act) or whilst being carried on the person. The firearm/s must be legally registered in the Insured's name.

Cover applicable under special circumstances:

Items kept in a Bank Vault

If the cover indicated against any item on the specified Schedule is stated as being contained in a BANK VAULT, insurance under this Section only applies while the item is contained in a safe deposit in a bank.

Pairs, Sets and Collections

Where an insured item consists of articles in a pair, set or collection, we will only indemnify you for the value of the part or parts that are lost or damaged.

We will not make any allowance for the part that is not lost or damaged or for any reduction in value of the remaining part or parts of the pair set or collection.


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INSURANCE ADMINISTRATION

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