

**YOU ARE ONLY COVERED BY THIS SCHEME IF THERE IS AN ITEM ON YOUR WATER ACCOUNT WHICH READS:
WATER LOSS LEVY**

Westwood Insurance Brokers (Pty) Ltd. Registration No. 2010/015468/07
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FOR INDIVIDUALLY METERED DOMESTIC DWELLINGS

Definition

1. **Insured:** eThekweni Water & Sanitation
2. **Insurance Company:** New National Assurance Company Ltd. (FSP No. 2603)
3. **Intermediary:** Westwood Insurance Brokers (Pty) Ltd. (FSP No. 16726)

The loss of water will be the difference between the daily water usage during a leak period and the preceding daily usage multiplied by the number of days in that leak period. Compensation for each of the two leak periods will be calculated separately and added together to arrive at the total compensation due.

Cover:

In consideration of and conditional upon the payment of a monthly levy having been paid by or on behalf of the consumer, the Insurance Company (as defined), agrees to indemnify the insured for such sums for which they are legally liable to pay as a result of the accidental loss of water following:

1. Unintended leakage of water from the underground portion of the service pipes after the supply authority's meter, including loss following corrosion of said service pipes.
2. Rupturing of underground or above ground piping by the action of third parties excluding theft of above ground pipes, providing the consumer:
 - a) Shall not have contractually signed away their rights of recovery against such third parties.
 - b) Shall not settle with any such third party without the company's consent.
 - c) Shall grant the Company subrogation rights against such third party.

Claims Settlement

Insurers will pay all monies due to eThekweni Water & Sanitation in terms of this policy in respect of the cost of lost water, as directed under sub-paragraph, 'basis of indemnity'.

Cancellation

The consumer may cancel participation in this scheme by giving 30 days written notice to the Deputy Head: Customer Service of eThekweni Water & Sanitation, of their intention to do so.

Special Conditions

1. All claims must be submitted on the relevant claim form available from eTHEKWINI WATER SERVICES offices within 60 days of the date of repairs failing which the claim will not be considered.
2. Compensation under this policy will only relate to the cost of lost water, due to a leak that occurred below ground and which is not readily visible.
3. The consumer shall take all the reasonable steps to reduce and/or eliminate the loss as soon as they become aware of the leak.
4. Repairs carried out by persons other than plumbers registered with eTHEKWINI WATER SERVICES will be inspected by a plumber appointed by the insurer for which a fee of R100.00 will be charged and deducted from the sum due under this policy. The receipted account from the plumber responsible for the repairs should be submitted together with the claim form, clearly reflecting the date on which the work was undertaken.
5. The insurer shall not be liable for more than two claims per consumer in any 12 month period nor for an amount in excess of the cost of 4000kl of water at the tariff, plus any resultant service charges applicable, at the time of loss during such period.
6. Subject to all other items and conditions, compensation under this policy will be subject to the levy having been paid for the metered period affected or pro-rata for a lesser period.
7. The Insurer reserves the right to withdraw/suspend cover under this policy on a particular water installation, which from the records available to them appears sub- standard.
8. The English version will take priority in the event of any dispute arising regarding interpretation of the policy wording

Special Exceptions:

The Company shall not be liable in respect of any loss directly or indirectly caused by or resulting from:

1. Subsidence or landslip
2. Refilling of swimming or other pools or ponds whether following leakage or otherwise.
3. The deliberate act of the insured, or any person acting on their behalf if such act results in loss of water.
4. Water installations that do not conform to the Waterworks Bylaws of the Local Authority.

Basis of Indemnity

1. The indemnity shall be limited to the actual cost of the loss of water during two leak periods, levied by the supply authority to the consumer.
2. A metering period is the time interval between two successive billed meter readings but shall exclude previous leak periods.
3. The two leak periods are defined as the metering period immediately prior to the date of repair of the leak and the metering period during which the leak is repaired. Each of these two periods is normally about 30 days, but each of these two periods will not, in any event, exceed 65 days.
4. In the case of new dwellings, where no previous consumption history exists, a representative of the local authority and the insurer shall, after due consideration of all relevant information, determine the lost water consumption. The preceding daily water usage does not, nor is it intended to, necessarily represent the normal or average water consumption through the water connection.
5. The preceding daily water usage is calculated by adding together the daily water usage of the three metering periods, immediately prior to the leak periods, and dividing the sum by three.
 - a) In the event that there are less than three metering periods, but at least one metering period, prior to the leak period, the preceding daily water usage will be calculated from those that are available.
 - b) In the event that there are no metering periods prior to the leak period, the first metering period immediately following the leak period will be used. The loss of water for each of the two leak periods will be calculated separately.

Specific Exception:

The S.A.I.A (South African Insurance Association) exception with regards to riot, civil commotion, war, etc., is applicable to this policy.

Revision of Levy

The levy will be adjusted automatically by the net percentage increase in the domestic water tariff applicable to all consumption in excess of 1kl per day, or the tariffs applicable to any resultant service charges.

Ombudsman Details

Ombudsman for Short-term Insurance
P.O. Box 32334 Braamfontein 2017
Telephone 011 726 8900
Facsimile 011 726 5501
Email: info@osti.co.za
Website: osti.co.za

FAIS Ombudsman
P.O. Box 74571 Lynnwood Ridge
0040 Telephone 012 470 9080
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