



# RentGuard

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## 2 General Conditions, Exceptions and Provisions

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Subject to the terms, exceptions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the Subscription by or on behalf of the Property Owner and receipt thereof by or on behalf of **RentRisk (Pty) Ltd**, the company specified in the document agrees to cover repairs or compensate the Owner of the property by payment or, at the option of **Rentrisk**, by replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance and as otherwise provided under the within sections up to the sums insured, limits of indemnity, compensation and other amounts specified.

The General exceptions and General conditions apply in all respects to the cover granted may be varied by any Specific exceptions, Specific conditions and Special provisions in any section or details thereof.

Subscriptions are payable on or before the inception date or renewal date as the case may be. The company shall not be obliged to accept payment contributions tendered to it or to any affiliation after such date but may do so upon such terms as it in its sole discretion may determine.

All wordings and any conditions thereto must be read together as one contract and words and expressions to which specific meanings have been given in any part thereof have these meanings wherever they may appear.

## 3 Product Type and Definitions

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### 3.1 Product Type

Introduction Your **Rental Protection Cover** explains the types of benefits that are available to you. You must read this section together with the general terms and conditions and your cover.

### 3.2 Product Definitions

Definitions that apply to your **Rental Protection Cover** Where we refer to “you” in the Rental Protection Cover.

The following definitions are used in the description of the **Rental Protection Cover**.

<b>Us / We / Our</b>	<b>RentRisk (Pty) Ltd</b>
<b>Cover type</b>	Contingency Cover
<b>You / Your / Yourself</b>	The person(s) and or entity named on this cover who is the property owner listed on the cover provided.
<b>Period of insurance</b>	The period of cover as specified on the schedule and for which the Subscriptions has been received by us.
<b>Unlawful occupier</b>	A tenant, or any other occupant noted on the application form and/or in the lease agreement and their natural children under the age of 18, 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.

<b>Active cover:</b>	Means that the cover and detailed benefits provided in terms of this cover are in force and available to you, subject to the terms and conditions contained herein.  Means that the cover comes into force and effect for the first time. Prior to commencement, the cover (and by implication the contractual relationship between Us and You) does not exist.
<b>We / Us /:</b>	This cover is provided by <b>RentRisk (Pty) Ltd</b> and is administered by <b>Tetris Business Solutions (Pty)Ltd</b> is an Authorised Financial Service Provider... FSP 54412 and makes this Cover a joint venture and does so in the terms and conditions stipulated in the disclosures.
<b>Landlord</b>	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.
<b>Legal costs</b>	Any costs incurred in the procurement of, or work done by, a legal practitioner pre-approved by us, following the tenant unlawfully defaulting on rent, or by a person who was disclosed on the pre-approved form or in the lease agreement, unlawfully occupying the property.
<b>Lease agreement</b>	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.
<b>Leased premises</b>	The property described in the lease agreement as the property being leased to the tenant.
<b>Legal practitioners</b>	Both attorneys and advocates appointed by us to act on your behalf.
<b>Legal proceedings</b>	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, following non-payment of rent.
<b>Insured event</b>	(1). The lawful termination of a lease agreement by the landlord, following the failure of a tenant, without a lawful defence, to pay rental or where the tenant fails to vacate the leased 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.
<b>Rental loss</b>	Rental loss is the amount due to you in terms of a lease agreement for rental minus any amount paid by the tenant to you. This definition overrides any definition or clause in the rental agreement between yourself and the tenant.
<b>The due date</b>	The due date is the first day of every month. If we do not receive your subscription 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.
<b>Holding over</b>	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.
<b>Written notice</b>	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 your contact details.

#### **The tenant**

The tenant is the party indicated in the lease agreement as the tenant and who has been approved by us as the tenant. No cover will be provided if we have not approved the tenant.

### **3.3 Rental Protection Cover**

- The product will cover up to a maximum repair value up to R50 000.00 depending on the selected maximum cover based on the deposit requirements added to the rental agreement to cover any damage or destruction caused to the rental Premises as a result of an act or negligence on part of the Tenant or any person who resides in a rented property where a rental agreement is in place and damaged for the tenant it's responsible for.
- Upon termination of the lease agreement, the Managing agent, Rental Company or Home owner can submit a claim to cover the damages limited to the maximum amount and will restore the Premises to the Landlord in the same condition it was received at the start of the lease (fair wear and tear excluded).
- The Cover will protect against legal costs limited up to R 120 000.00 for an authorised attorney to obtain an eviction order against a tenant who unlawfully occupies the rental property in terms of this Assistance Contract. (This includes Magistrates and High Court evictions.) If necessary, owners will only have to pay for the sheriff's costs.
- The Cover will cover two(2) Months' rent based within the first year and if the rental agreement is renewed for a second year, we will cover an additional month rent up to three (3) months on the signed lease agreement when a client vacates the property without a cancelation notice.
- The Tenant will be liable for any damages or defects in the Premises, whether visible or concealed during the inspection.
- Upon termination of the lease agreement, the Managing agent, Rental Company or Home owner can submit a claim to cover the damages limited to the maximum amount and will restore the Premises to the Landlord in the same condition it was received at the start of the lease (fair wear and tear excluded).
- Unpaid Rent & Utilities: Money owed for rent or utilities (like electricity, water) at the end of the lease.
- Property Damage: Costs to repair damage beyond normal wear and tear, such as broken windows, large stains, cigarette burns on carpets, or damaged appliances.
- Excessive Cleaning: If the property isn't returned in a clean condition requiring more than standard cleaning after the tenant leaves.
- Lease Violations: Breaking the lease agreement prematurely without proper notice.

### **3.4 Rental Protection Cover Benefit**

We will, subject to the terms, conditions, provisions and the limits of cover provided by this document,

1. 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.
2. pay for the loss of rental income from the month in which the tenant first defaulted, provided that you have advised us within 7 days of such default. Payments to you will commence after the lease agreement is lawfully terminated and up to such time as the tenant has been evicted by court order, or vacates the premises. This cover is provided for a maximum of 6 months of unlawful occupation by the tenant. The cover given is subject to the following conditions:
  - (a) Should the tenant vacate the premises before 24:00 on the 15th calendar day of the month, whether of his / her own accord or as a result of legal action, you will be indemnified for the loss in rental income for that month less the applicable excess.
  - (b) Should the tenant vacate the premises after 24:00 on the 15th calendar day of the month, whether of his / her own accord or as a result of legal action, you will be indemnified for the loss in rental income for that specific month as well as for the following month less the applicable excess, on condition that the leased premises are not leased to a new tenant in the following month and / or no rental is received for such following month from any tenant.

Should a tenant vacate the premises before the lease agreement has lapsed without there having been a legally allowable cancellation of the agreement, we will pay you 1 month's rental less the applicable excess, provided that you have received no rental for that month from any tenant and you have not recovered the outstanding amount by way of the withholding of any deposit from the tenant

### 3.5 Cover Terms and Conditions

- Should the Tenant fail to meet the Landlord on the mutually agreed date and time to inspect the Premises, the Premises will be regarded to be free of any defects and damages. A list of defects or damage present must be attached to this agreement.
- The Landlord and Tenant must jointly inspect the Premises before the Tenant moves in.
- The Tenant must inform the Landlord of any additional defects or damages noted within 7 (Seven) days of moving into the Premises.
- The Landlord and Tenant must jointly inspect the Premises within 5 (five) days of this agreement expiring, to determine if there are any defects or damages causes to the Premises during the lease period.
- Should the Tenant fail to respond to the Landlord, Managing Agent or Rental Company request to conduct a joint inspection, the Landlord must at the end of the lease, inspect the Premises, within 7 (seven) business days from the date that the Tenant moved out of the Premises and report any damage through the Managing agent,
- Should the Landlord fail to inspect the Premises with the Tenant, the Landlord will be regarded to have acknowledged that the Premises is in a good and proper state of repair and will have no claim against the Cover.
- Tetris Business Solutions will recover through a legal process the cost of any damages based on the inspection report and quotations needed to reinstate the property back to the original state as

reported at inception of the rental agreement, the recovered amount will be inclusive of any legal costs and outstanding Subscriptions that may occur.

### 3.6 Cover Exclusions

We will not pay for,

- a) consequential loss or damage, unless we specifically agree to pay for such loss or damage somewhere else in this rental protection cover.
- b) property that has been legally taken away from you or confiscated.
- c) All lightbulbs, switches, sockets, locks and keys must be replaced at the Tenant's own cost. The Tenant may not interfere with or overload the electrical, lighting or heating installations of the Premises.
- d) Broken glass or mirrors
- e) Prior damage before a new rental agreement is signed.
- f) All damages noted on an inspection report before any rental occupation will not be covered under the Cover
- g) Unpaid Levies
- h) Any electrical or electronic equipment, alarm systems as a result of weather (Lighting) or Power surges
- i) Gate remotes and Motors
- j) Insurance related claims
- k) Damaged caused by a home invasion or as a result of criminal intent.
- l) Malicious Damage

### 3.7 Specific Cover Exclusions

- 1. Damage 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 Cover 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 Cover 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 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.
7. 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 Cover incepted.
  8. 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 Cover.
  9. 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 Cover and in any of the months preceding the month within which a claim is lodged.
  10. Where we have not received payment of any Subscription/s and/or any amount payable by you in terms of this Cover.
  11. Where the lease agreement between you and a tenant is not signed by both parties or is legally unenforceable by you.
  12. Direct or indirect loss or damage caused by a tenant to the leased premises.
  13. 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.
  14. Vacancy of the premises as a result of the expiry of a lease agreement.
  15. Loss of rental cover because new tenant cannot take occupation of the premises as a result of renovations being performed or the property not being in good state of repair or in a rentable condition or any other reason, which has the effect of making it impossible to place the property in a letting pool and to offer a prospective, tenant immediate occupation.
  16. Holding over where you or your agent has reached a compromise with the tenant regarding the payment of rental other than in accordance with the lease agreement.
  17. 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.
  18. Any claim where the primary use of the property is other than residential.
  19. Any claim where the property has been sub-let without our written permission.
  20. 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.

### 3.8 Infectious epidemics/pandemics exclusion

This Cover excludes any loss, damage, cost or expense directly or indirectly arising out of, contributed to by, or resulting from any infectious epidemic/pandemic (if classified either way by the appropriate national or international body/agency) which leads to;

- (i) The imposition of quarantine or restriction in movement of people or animals by any national or international body or agency and/or
- (ii) Any travel advisory or warning being issued by a national or international body or agency and in respect of (i) or (ii) any fear or threat thereof (whether actual or perceived).

If the company alleges that by reason of this exclusion, any loss is not covered by this Cover the burden of proving the contrary rests upon the insured.

## 3.9 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 Cover 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 in respect of a claim, such amounts will immediately be refundable to us by you.

### 3. Condition of property

Where a defaulting tenant vacates the property, and the property requires repairs to put it in a rentable condition, you will be obliged to make such repairs. In exercising judgement in respect of whether the property is in a rentable condition our sole and ultimate opinion and/or assessment will be final. Cover under this Cover will be suspended until such time as the property is in a rentable condition.

### 4. Rental deposits

If any deposit, or part thereof, payable in terms of the lease agreement, is not utilised for repairs to the property for damage caused by the tenant, then, if we have reimbursed you for the loss of rental income, such amount will be immediately repayable to us. You will have to provide us with proof that the repairs were carried out and proof of payment for the repairs.

## 3.10 Good Faith

We rely heavily on honesty when we quote and underwrite your portfolio, and when we receive information during the registration and administration of a claim.

Not all Cover holders are created equal - you get Insurance Fraud syndicates that target insurers, as well as Cover holders that are dishonest.

Insurers have to be circumspect and on alert for these instances, while applying the principle of good faith and being fair to Cover holders in terms of the guidelines for Treating Customers Fairly.

## 4 General Operative Clause

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Subject to the terms, exceptions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the Subscriptions by or on behalf of the insured and receipt thereof by or on behalf of the Insurer, the Insurer agrees to indemnify or compensate the Insured by payment or, where applicable, at the option of the Insurer,

by replacement, reinstatement or repair in respect of the Defined Events provided for in terms of this Contract occurring during the period of insurance up to the applicable sums insured, limits of indemnity and other amounts as stated herein.

Unless otherwise stated herein, Specific Exclusions, Conditions and provisions shall not override General Exclusions, Conditions and provisions. Any endorsement stated in the Specification shall override the specific Cover section to which it relates.

## 5 Claims Procedure

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- (a) Should a tenant fail to make payment of the monthly rental on the date agreed 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. If you do not notify us within the 7-business day period, we will not pay for the loss of rental for the first month or any previously outstanding rental.
- (b) You must also provide us with the following information:
  - (i) All the statements, affidavits, documentation, signatures, and other proof that we or the legal practitioner appointed by us request to enable us to process your claim.
  - (ii) The particulars of any other insurance in force which covers the same event. We will only pay our proportion of the claim.
- (c) We will appoint a legal representative of our choice to issue a notice to the tenant informing such tenant of their failure to pay rental on the due date and their resultant breach of the rental agreement. The legal representative will call for immediate payment to remedy the breach of the agreement. Thereafter, in the absence of a response acceptable to us, we or our legal representative will give notice in accordance with the terms of the contract, or in terms of any applicable legislation, of cancellation of the rental agreement and commence eviction proceedings.
- (d) Payments for loss of rental will only commence once you have provided us with all information requested by us or our legal representative and the letter of cancellation of the rental agreement has been sent to the defaulting tenant.
- (e) Neither you, nor any person acting with your consent, or on your behalf, may enter into any discussions or make any concessions to a tenant or such tenant's family members, regarding an event that could lead to a claim either prior to or after such claim has been submitted to us, unless in compliance with our express instructions.
- (f) If you, your agent, or any other person acting on your behalf, fail to supply us with the information requested within the time limit advised, then the following will apply:

- (i) We will not pay for the loss of rental for the month in which we requested the information from you.
- (ii) We may reject your claim in its totality if you do not supply us with the requested information within 14 business days of our request.
- (iii) No interest will be paid on any amounts outstanding to you.
- (g) We may require your, or your duly appointed representative's, assistance during legal proceedings against any party responsible for the loss. If such assistance is withheld then your Cover will be cancelled and any monies paid by us to you must be immediately refunded to us.
- (h) You will be required to grant power of attorney to us to obtain any document or information to support us in the legal proceedings. All or any privilege that emanates between you and the appointed legal practitioner will include us. You will authorise us to have access to and receive copies of all privileged documents or information. You will further authorise us and/or the appointed legal practitioner to exchange privileged documents and information to provide legal services to you.
- (i) All benefits and legal services are provided at our sole discretion and are subject to the terms of this Cover. If you do not accept our advice and/or the advice of our appointed legal practitioner, or if you appoint your own legal practitioner, or use alternative legal products, we will not provide or render any further benefits under this Cover.
- (j) We reserve the right to off-set awarded or settled costs against any benefits paid by us.

## 6 After an event

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- a) After an event that could or has led to a claim against this Cover, 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 Cover, 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.
- d) The insurance company will consider legal action to recover any losses from the tenant as a result damage, legal fees and claims.

## 7 Fraud

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If any claim or document, or any part of any claim or document, is fraudulent or if you or anyone else on your behalf uses any fraudulent means or devices to benefit under this Cover 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 Cover will immediately be cancelled and you will be refunded any Subscription paid in advance for the rest of the insured time.

## 8 Non-compliance

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

## 9 Only you have rights

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Only you have rights under this Cover. If any other person has a claim against the Cover 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.

## 10 Use of your personal information

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When you enter into this Cover 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.

In order to provide you with our services, we need 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.
  - (v) comply with any legal obligation.
  - (vi) comply with any audit or record keeping purposes.
- (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 Cover on our behalf.

You are required to take all reasonable steps and precautions to prevent unlawful access to your personal information. This includes, but is not limited to, safeguarding your account information, using secure and complex passwords, and notifying us immediately of any suspected security breaches or unauthorised access to your information.

You acknowledge your responsibility to provide accurate and updated personal information and to inform us of any changes to your personal information in a timely manner. We will not be liable for any loss, damage or

claim arising from your failure to comply with this requirement or from your failure to take the necessary precautions to protect your personal information.

We will not be liable for any loss, damage or claim that arises due to circumstances beyond our reasonable control. We will not be liable for indirect or consequential damages or losses that arise from the processing of personal information under this Cover. This limitation of liability does not exclude or limit our liability to the extent that it is not permissible under law.

This clause will remain in force even if your Cover is cancelled or has lapsed.

## 11 General Exclusions

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### 11.1 War, Riot and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this Contract or any endorsement thereto it is agreed that this Contract excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (ii) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Reinsurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Contract the burden of proving the contrary shall be upon the Reassured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.