



**Insure. Invest. Ingenious.**

# PERSONAL POLICY WORDING

. Underwritten by: New National Assurance Company Ltd.



Hybrid Risk Management (Pty) Ltd. is an authorised financial services provider  
FSP license number: 40615



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## 1. GENERAL CONDITIONS

### **Good faith**

We believe in treating all policyholders fairly and to act professionally, honestly and with due care and diligence. We also rely on the honesty and integrity of our policyholders in this mutual partnership to help us accurately assess risk and determine premium. We underwrite risk based on the information provided to us at quote stage, at policy inception stage as well as every time circumstances change that could affect your risk in any way.

This document, your policy schedule, all declarations, communications and proposals made by you, or on your behalf forms part of the insurance contract that will be the reference point when assessing claims.

We always try and find every possible reason to pay every claim. Our reputation is built on our ability to effectively handle and pay claims timeously and to provide our policyholders with exceptional service. Repudiations could only occur in the event of fraud, non-disclosure, misrepresentation, incorrect description or where the specific event is not covered under this policy, either because it was not selected, or because it was specifically excluded.

Please inform us every time of anything that could affect your situation and your risk or of any changes that would require additional or reduced cover.

### **Sharing of information**

To enable us to underwrite and assess risk and claims fairly we need to verify and share policy information with other insurers and to assess credit information held by other institutions. Your acceptance of this policy also includes acceptance of this condition.

### **Important information**

Please note some of the following important issues relating to your cover:

1. After any claim, the risk will be reassessed, and your premium may be adjusted. This is to avoid cross subsidisation of claimants by non-claimants;
2. We reserve the right not to renew or to cancel your policy during adverse claims conditions or where the risk profile becomes unacceptable. The financial consequences of such an event can be extensive as new insurers may decline to accept the cover on their books or you may be end up paying substantially increased premiums. It is therefore in your best interest to assist us in managing your risk and losses;
3. It is your responsibility to take all steps to avoid a loss and in the event of a loss to minimise the extent of such loss;
4. It is your responsibility to exercise duty of care in terms of requirement maintenance and servicing of all insured items where applicable;
5. There may be certain requirements or endorsements imposed on your policy that must be complied with in order to enjoy cover. This may include amongst other conditions to install tracking units, alarms or pre-inspections;
6. This policy does not provide cover for wear and tear or gradual operating causes;
7. This policy does not cover mechanical or electric breakdown or failure;
8. You need to have an insurable interest in any item that you are insuring. This means that you cannot insure something that you do not own. Should you wish to cover any property, vehicles or items that you do not own,



but you feel that you have a financial interest in such item, property or vehicle, then you must disclose this properly at underwriting stage and get approval for such cover in writing from us;

9. Averages may be applied if you choose to underinsure yourself. For example, if your building is worth R 2 Mil and you choose to only insure R 1 Mil then you will be your own insurer for 50% of any claim. The responsibility rests on the insured to choose an adequate amount of cover. If you are unsure, then have the property or item professionally evaluated;
10. Post claim settlement, any damaged property including all accessories, or any written off or recovered vehicles etc. becomes the property of Hybrid Risk Management;
11. Should an excess indicate a percentage of claim with a minimum amount, this means that the percentage of claim indicated will become the first amount payable by the insured unless the % is less than the minimum amount indicated. For example if the claim amount is R 50 000 and the excess noted is 5% min R1000, then the excess payable will be R2500 (5% of R 50 000) as 5% of the claim value is greater than the minimum of R1000.

## 1. General definitions

Please have a look at the following definitions to help understand some references in your policy.

“you/your/yours”	means the names shown in the Schedule.
“us/our/we/Hybrid”	means Hybrid Risk Management (Pty) Ltd.
“renewal period”	means a period of 12 consecutive months as shown in the Schedule.
“renewal date”	means the first day of a period of 12 consecutive months as shown in the Schedule.
“claim/claims”	means any request for compensation (indemnity), whether or not any amounts have been established for the claim.
“Schedule”	means the annexure forming part of this policy.
“section/sections”	means the various section(s) of this policy.
“inception date”	means the date on which cover commences (No backdating of inception dates are permitted)

## 2. Basis of the policy

The policy, schedules, limits and first amount payable documents must be read as one document. If any word or expression has been given a specific meaning it shall have the same meaning wherever it appears. This policy, the Schedule, our correspondence to you, your application for insurance and any statement, written or spoken, made by you, or on your behalf, forms the contract between us and you.

## 3. Cover under this policy

- a. We will provide cover under this policy only if we have received your premium in terms of the general terms and conditions 15.
- b. This policy does not cover an insured event or section if the insured amount or limit of compensation shown in the schedule:
  - i. Has no monetary amount next to it or is left blank; or
  - ii. Is shown as nil; or
  - iii. Is shown as “not applicable”
- c. We will not compensate you under more than one section of this policy for loss or damage if the loss or damage is covered by more than one section of this policy. This general condition (2c.) does not apply to the All-Risks or extended personal legal liability sections of this policy.

## 4. Construction(s)

Unless otherwise stated in the schedule, the dwelling(s) described under the Buildings and Household Contents sections is of standard construction which means walls of brick, stone or concrete and roof of slate, tile, concrete or corrugated iron. Also, should it not be otherwise declared on your schedule construction type will be taken as standard construction.



## 5. Period of this policy

The period of this policy is initially the period from the start date of this policy, as shown on the Schedule, to the last day of the calendar month in which the start date occurs. After that, the period of this policy will be one calendar month.

## 6. Your Rights

You (in this paragraph meaning the names set out in the Schedule) may not cede or assign your rights or obligations to another person. No other person may make a claim against us.

## 7. Duty of Care

You must take all reasonable precautions and all reasonable care to prevent or minimise loss, damage, death, injury, liability and accidents and may affect emergency repairs to your property to prevent further damage if such emergency repairs will in fact prevent further damage and such costs incurred are reasonable costs to action such emergency repairs.

## 8. Observance of Policy Terms

Failure on the part of any person claiming indemnity or benefit under this policy to observe the policy terms, conditions or warranties will relieve us of any liability.

## 9. Claims

### a. Claims preparation costs:

We will compensate you for costs you incur in producing and certifying any details that we may require in terms of the General Terms and Conditions to enable us to process any claim you may have. This compensation is limited to R1000 unless otherwise indicated in the policy schedule.

### b. Claim settlement basis

We may decide to compensate you by any one or more of the following methods:

- i. repairing;
- ii. replacing;
- iii. paying cash; or
- iv. any combination of these.

Our compensation is limited to the amount shown in the Schedule, less any excess shown in the Schedule.

If we replace or repair, we will not be obliged to do so exactly, but only as circumstances reasonably allow. If we repair or replace any loss or damage, we may use any supplier or repairer of our choice. Before we finalise or settle any claim, we may require you to sign an agreement of loss.

### c. Claim procedure

- i. You must tell us as soon as possible of any event that may result in a claim and advise us of any other policy which may cover the same event.
- ii. You must give us full details of the event within 30 days after it has occurred, as well as all documents which we may reasonably require.
- iii. You must immediately inform us in writing if you become aware of any possible prosecution, legal proceedings or claim against you following an event.
- iv. You must immediately report to the police any event where theft or any other criminal act is involved.
- v. You may not without our written consent admit liability, offer, promise or pay in respect of any event that may result in a claim.



**d. Our rights after an event which may lead to a claim**

- i. You must allow us to enter the premises where the event took place and take possession of any damaged property insured by this policy and deal with it in a manner we consider reasonable. You may not abandon any property to us, whether we have taken possession of it or not.
- ii. You must supply all information and assistance that we reasonably require, and we may take over the recovery, defence or settlement of a claim and conduct it in your name.
- iii. We may, at any time, relinquish control of any defence, settlement or proceedings and pay you the full amount of our liability, or any lesser amount for which the claim can be settled. If we do so, we will be discharged from all further liability.
- iv. If this policy provides insurance to you and any other person, we may give any compensation to the other person. This payment will discharge us from any further liability.

**e. Fraudulent or Wilful Acts**

- i. You will lose all rights to claim under this policy if:
  - a. a claim or part thereof is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy; or
  - b. a claim occurs due to a deliberate, or wilful, or intentional act committed by you or with your involvement or anyone acting on your behalf; or
  - c. information or documents in support of a claim, whether created by you or on your behalf, is not true, is not complete or is fraudulent; or
  - d. the quantum of a claim is deliberately exaggerated by you or anyone acting on your behalf.
- ii. Should any claim or part thereof be fraudulent in any way, your policy may be cancelled with immediate effect and you will lose all rights to claim under this policy.

**f. Time limits**

- i. If we reject your claim or dispute the amount of your claim, which decision was communicated to you in writing, you may within 90 days from the date of our communication make written representation to us.
- ii. If we still reject your claim or dispute the amount of your claim despite your written representation, you may institute legal proceedings against us within 180 days from the date we communicate to you the rejection of your written representation.
- iii. We are not liable after 12 months from the date of the event that gives rise to a claim, unless the claim is:
  - a. The subject of pending court action or arbitration; or
  - b. For amounts for which you may become legally liable.

**g. No premium refund if compensation is paid for any claim.**

We will not refund any premium for the remainder of the period of your insurance for that event or item if compensation was paid for a claim. The full premium will remain payable.

## **10. Misrepresentation**

This Policy shall be voidable in the event of any material misrepresentation, misdescription or non-disclosure.

### **Information that affects the risk**

We may declare the whole policy or any part of the policy invalid if you:

- a. Have not given us all the full details that affect the risk; or



- b. Have misrepresented or misdescribed any details that affect the risk.

You must advise us immediately of any change in the risk. Should there be any material change in the risk, then we may amend the cover and premium from the date of the change. If you do not inform us of any material change in the risk, we will be entitled to void the policy or reject any claim that occurred after the change of the risk. For this general term and condition, the term “you” includes any person acting on your behalf.

### **11. Other Insurance**

If a claim is payable under this policy and under any other policy, we will only pay our proportional share of the claim.

### **12. Excess**

Our compensation is limited to the amount shown in the schedule, less any excess. The “Excess” is the amount you must pay before we settle any claim. The schedule of this policy will show whether an excess applies. If the excess is based on a percentage of the loss or damage, the percentage will be applied to the amount of the loss or damage that has occurred.

### **13. Reinstatement of Sum Insured or limits of compensation**

The sum insured will not be reduced by the amount of any claim. We may request you to pay the premium on the amount of the claim from the date of the loss or damage to the expiry of the period of insurance. This applies separately to the Buildings, Contents and the Clothing and Personal Effects item of the All Risks sections.

### **14. No-claim bonus (claim free group)**

- i. A no-claim bonus applies to some sections of your policy as indicated on your Schedule.
- ii. If you have not claimed during the 12 months before the renewal date of this policy, you may earn a discount on your premium according to our scale of premiums. If we settle one or more claims, we will adjust the premium according to our scale of premiums. This discount is not applied automatically and must be requested in writing confirming that no claims have been made under any other policies for the sections insured under which discount is applied for.
- iii. We agree that claims against the types of cover marked “(\*)” will not affect your no-claim bonus discount.
- iv. If a claim is made under any applicable section of your policy where your no claim bonus (claim free group) is affected, such claim will not take the no claim bonus down to zero, but only reduce your no claim bonus by one year. For example: Should you be on a 5 year no-claim bonus (or claim free group) under the motor section of the policy, and you submit a claim, your no-claim bonus will then be reduced to 4 years and the premium adjusted accordingly.

### **15. Jurisdiction**

This policy is subject to the jurisdiction of the courts of the Republic of South Africa. South African law will apply.

### **16. Automatic Increase of Sums Insured**

The sums insured under the Buildings and Household Contents sections will be increased automatically on the anniversary date of this policy by a standard 10 percent. This does not relieve you of your responsibility to maintain adequate sums insured. It is the responsibility of the insured to make sure that the amount of cover is adequate. Under certain sections of the policy the sums insured may be increased by more than the standard rate depending on various external guidelines and variables.



## 17. Amendments to conform to law

You and we agree that any terms or conditions of this policy that are against any law, will be amended to conform to such law.

## 18. A person who deals on your behalf

You give up your right to receive compensation if a person who deals on your behalf does not comply with the terms and conditions of the General terms and conditions for the event or claim.

## 19. Payment of Premiums

You can choose to pay your premium in one of three ways: Monthly by debit order, yearly by debit order or yearly by way of an electronic funds transfer. Your premiums, whether paid monthly or annually, must reach us on time. All premiums are payable in advance, before your policy starts.

- a. Monthly premiums by debit order.
  - 1) We will present your debit order to your paying agent on the date shown in the schedule.
  - 2) If we do not receive your premium by the date shown in the schedule;
    - a. Because you have instructed your paying agent not to honour the debit order, all cover under this policy will end on the last day of the month for which we have received your premium;
    - b. For any reason, other than that mentioned in 2a, we will present your debit order again (unless a special debit order was requested) and collect it with the debit order due for the next month (double debit). If only one debit order is paid, we will use it to clear the oldest debt. If the second attempt to collect your debit order is not successful, then this policy will end on the last day of the month for which we have received your premium and all cover will be cancelled. The period between the first attempt and the second attempt is referred to as the grace period.
    - c. Should a claim arise within the grace period, we will wait for the collection of the double debit that includes all outstanding premiums after which the claim will be considered.
- b. Annual premiums
  - 1) If you are paying annually, you are allowed a 15-day grace period after the inception or renewal of your policy to settle your payment. Should you miss this deadline date, your policy will automatically lapse, and all cover cancelled, and it will be effective from the day preceding the inception or renewal date.
  - 2) If you pay annually by debit order and you have instructed your paying agent not to honour your debit order, then the policy will automatically be cancelled effective from the last day preceding the inception or renewal date.

## 20. Amendments and Cancellation

This policy or any section of it may be cancelled or amended

- a. by you by giving notice in writing
- b. by us by giving 30 days' notice in writing to your email or postal address shown on the schedule, but no notice from us is required if the policy lapses due to non-payment of the premium (refer to 19. above)

## 21. Information Sharing and your authorization to us

- i. Sharing of information





- a. To combat insurance fraud and to determine and properly evaluate risks, the South African Insurance Association (SAIA) has created a shared database for storing insurance information of policyholders. We will store your information in the shared database to verify any underwriting information against legally recognised sources or databases.
  - b. Fighting insurance fraud will benefit you, because fraud has an enormous effect on the short-term insurance industry. It affects the evaluation and determination of risks by insurers, and it affects you directly as it leads to higher premiums. We are serious about combating fraud and the fair evaluation of risks, because we want to keep your premium as fair and competitive as possible.
- ii. Your right to privacy
- Your right to privacy is a fundamental right that is included in The Constitution of the Republic of South Africa, 1996. This right is, however, restricted in certain circumstances. These circumstances include cases where the parties disclosing information and the parties who are privy to it have a legal interest in that information. This means that in terms of South African law, we may disclose and/or receive information if we intend using it to prevent fraud and to underwrite risks fairly.
- iii. Your authorisation to us
- a. You acknowledge that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly, and to reduce the incidence of fraudulent claims. This will contribute to keeping premiums as low as possible.
  - b. On your behalf and on behalf of any person who you represent, you waive your rights to privacy for any underwriting and claims information for any insurance policy or claim made by you or on your behalf.
  - c. You consent to such information being stored in the shared database and used as set out above.
  - d. You consent to such information being given to any insurer or its agent.
  - e. You consent to any underwriting information being verified against and shared with legally recognised sources or databases.
  - f. Information may include credit scoring information

## **22. Reference to singular and plural**

In this policy, references to the singular include the plural and references to the plural include the singular.

## **23. Average**

It is very important to ensure that you are covered for the correct amount. If you are under insured for a specific item or section, it will mean that you act as your own insurer for the difference in the value between what you have insured with us and the actual value. If, according to our calculations, the amount needed to replace all your insured property with similar new property at the time of any loss or damage, is more than the insured amount, we will not pay you the full amount of the loss or damage.

You will be your own insurer for the difference between the insured amount and the amount needed to replace all the insured property. Therefore, you will be responsible for a proportional share of the loss or damage.

Let us assume you are insured for R500 000, but the replacement value of your property is R1 000 000. This means you are only insured for half of the replacement value. You must cover the other half.

For example, if you suffer damage to the value of R100 000, we will only pay half of this amount, which is R50 000, which will be calculated as follows:



Insured for	R 500 000
Replacement value	R 1 000 000
Claim	R 100 000

Calculation: Underinsurance	R 100 000	X	R 500 000
	-----		-----
	1		R1 000 000

We will pay you R 50 000.

This condition applies separately to each item and section in the Schedule.

## 24. Claims Procedure

How to claim:

- a. Notify us of your claim within 30 days after the event, via the following channels:
  - 1) Log your claim via our mobile smartphone application and simply follow the steps. After submission, please send a follow up email to ensure that the process was successfully submitted;
  - 2) Contact our claims department by calling 0861 727 527;
  - 3) Email our claims department on [claims@hybridrisk.co.za](mailto:claims@hybridrisk.co.za) - Please request a delivery or read receipt.
- b. One of our service advisors will assist you every step of the way to ensure that your claim is dealt with promptly.

### MOTOR CLAIMS

- i. **Motor accident claims with no third Party, or any injuries or property involved - Provide Hybrid Risk Management with the following:**
  1. Fully completed claim form containing all the relevant information pertaining to the incident. Certain claims can be voice logged by our claims department;
  2. Copy of the driver's license of the person who drove the vehicle at the time of the accident;
  3. Quote for the damages to your vehicle;
  4. SAPS case number;
  5. Any other information that may be requested by our claims department.

#### Claims procedure

- a. Once we are notified of a claim, the claim will be logged, and a claim number issued;
- b. Should you have active motor hire cover on your policy, then a vehicle will be arranged for you to use while your vehicle is being repaired. (Maximum 30 days);
- c. We will request that the vehicle is sent for quotations at an authorised repairer unless the vehicle is already at such repairer where it got towed to after the incident;
- d. An assessor may be appointed to assess the damage;
- e. An investigator may be appointed to assess the claim;
- f. Once we receive all outstanding information pertaining to the claim and we have accepted liability for the loss or damage, then it will be submitted for authorisation. The repairer will be notified to commence repair work;
- g. If Vehicle is written off:
  - i. If financed - Settlement letter from the financing party (Bank);
  - ii. Copy of Natis Registration papers – Originals will be required once the claim is settled;



iii. Change of ownership documents.

**ii. Motor accident claims with third Party, or injuries or property involved - Provide Hybrid Risk Management with the following:**

1. Fully completed claim form. Certain claims can be voice logged by our claims department;
2. SAPS case reference number - Accidents needs to be reported to the police within **24 hours** after the accident or as soon as reasonably possible;
3. Third Party and incident information required. The more information you provide us with, the better we can help you, especially in the event that a claim is made against you. Such information includes:
  - i. vehicle registration number, make and model;
  - ii. full Name, surname and ID Number of third party;
  - iii. contact numbers (cell, work and email);
  - iv. address (Home and work);
  - v. insurance details (Insurer and policy number if possible);
  - vi. photos if possible (this can be very helpful);
4. Copy of the driver's license of the person who drove the vehicle at the time of the accident;
5. Quote for the damages to your vehicle;
6. If Vehicle is written off:
  - i. If financed - Settlement letter from the financing party (Bank);
  - ii. Copy of Natis Registration papers – Originals will be required once the claim is settled.

**Claims procedure**

- a. Once we are notified of a claim, the claim will be logged, and a claim number issued;
- b. Should you have active motor hire cover on your policy, then a vehicle will be arranged for you to use while your vehicle is being repaired. (Maximum 30 days);
- c. We will request that the vehicle is sent for quotations at an authorised repairer unless the vehicle is already at such repairer where it got towed to after the incident;
- d. An assessor may be appointed to assess the damage;
- e. Once we receive all outstanding information pertaining to the claim and we have accepted liability for the loss or damage, then it will be submitted for authorisation. The repairer will be notified to commence repair work;
- f. Should a third-party claim arise or if there is a possible third-party claim, please notify us immediately.

**iii. Motor theft claims - Provide Hybrid Risk Management with the following:**

1. Fully completed claim form. Certain claims can be voice logged by our claims department;
2. SAPS case reference number. Accidents needs to be reported to the police within 24 hours after the accident or as soon as reasonably possible;
3. If financed - Settlement letter from the financing party (Bank);
4. Copy of Natis Registration papers – Originals will be required once the claim is settled;

**Claims procedure:**

- a. Once we are notified of a claim, the claim will be logged, and a claim number issued;
- b. Should you have active motor hire cover on your policy, then a vehicle will be arranged for you to use while your claim is being processed. (maximum 30 days);
- c. We may choose to replace the vehicle (If new) or settle you or your finance house (Bank) in cash. The compensation amount will be reflecting in the schedule and will be limited to the greater of the sum



- insured or the retail value of the vehicle, unless we have insured based on an agreed value or market value and such is reflecting in the schedule less any first amounts payable;
- d. An investigator may be appointed to investigate the claim;
  - e. Once we receive all outstanding information pertaining to the claim and we have accepted liability for the loss, then it will be submitted for authorisation. The repairer will be notified to commence repair work.

#### **NON-MOTOR CLAIMS**

**i. Theft from your house, flat, holiday home or anywhere else. Provide us with the following:**

1. Fully completed claim form. In some cases, the claim may be voice logged;
2. SAPS Reference number;
3. Proof of ownership for:
  - a. any items insured under the All Risk section of this policy;
  - b. jewellery;
  - c. any portable possessions including electronic devices (like cell phones, tablets, GPS's or laptops), sports equipment or gear, pedal cycles, general and clothing items (like glasses or handbags) etc;
  - d. any one item claimed for under the content section of this policy which value exceeds R5 000;
  - e. replacement quotations for stolen goods from authorised providers (please note that we reserve the right to have our own quotations done);
  - f. cell phones and tablets must be blacklisted, and you need to provide us with the ITC number;

An assessor / investigator may be appointed to assess the claim. Maximum cover for any All Risk item without valid proof of ownership (for example invoice, slip or valuation certificate by an authorised person) will be R 5 000.

**ii. Lost items in your house or anywhere else. Provide us with the following:**

1. Fully completed claim form. In some cases, the claim may be voice logged;
2. Proof of ownership for:
  - a. any specified items;
  - b. jewellery;
  - c. any portable possessions including electronic devices (like cell phones, tablets, GPS's or laptops), sports equipment or gear, pedal cycles, general and clothing items (like glasses or handbags) etc;
3. Replacement quotations for stolen goods from authorised providers (please note that we reserve the right to have our own providers issue us with quotations);
4. Cell phones and tablets must be blacklisted, and you need to provide us with the ITC number;

An assessor or an investigator may be appointed to assess the claim.

**iii. Accidental damage or Lightning damage to items. Provide us with the following:**

1. Damage report stating the cause of the damage and if the item is repairable or not. We reserve the right to have our own damage assessment done;
2. Quotation for repair or replacement. We reserve the right to have our own quotations done;
3. The damaged item(s) (salvage) must be handed over to us if it can't be repaired.

An assessor may be appointed to investigate the claim.



## 2. GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE POLICY

### 1. General

We will not be liable for:

- a. in addition to any other first amount payable stated in the schedule, any loss or damage caused by:
  - i. the deliberate or wilful or wanton act of any person;
  - ii. theft or attempted theft occurring during the first 45 days of insurance and for which indemnity is provided by the Buildings, Contents and All Risks sections. This exclusion will not apply if this policy is issued in substitution for a similar policy provided there has been continuous cover;
- b. loss, damage, bodily injury or illness deliberately caused by you or any person acting in collusion with you;
- c. the special value which any article may have as part of a set;
- d. consequential loss or damage except as specifically provided for in the policy;
- e. loss or damage following any exchange or sale transaction (whether complete or incomplete) arising out of theft through false pretences and or fraud);
- f. damage to property occasioned by its undergoing any heating or drying process;
- g. damage to property which at the time thereof is insured by or would, but for the existence of this insurance, be insured by any marine policy(ies), except in respect of any excess beyond the amount which would have been payable under the marine policy(ies) had this insurance not been effected;
- h. loss associated with defective workmanship, defective design, defective parts or defective repairs;
- i. losses associated with loss of or damage to property that does not meet requirements of building regulations

### 2. War, Riot and Terrorism

- a. This policy does not cover loss of or damage to property related to or caused by:
  - i. civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the above mentioned;
  - ii. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - iii. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege; insurrection, rebellion or revolution;
  - iv. any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence 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 calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against 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 (ii) or (iv) 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 (i), (ii), (iii), (iv), (v) or (iv) above.
- b. If we allege that, by reason of clause (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary will rest on you;
- c. This policy does not cover 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;

- d. Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, this policy does not cover loss of or damage to property or expense of whatsoever nature 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;
- e. For the purpose of this General exclusion 2 C 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 thereof;
- f. If we allege that, by reason of clause 2.3 of this exclusion, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on you.

### 3. Nuclear

Except as regards the Personal Accident section, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- a. ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- b. nuclear material, nuclear fission or fusion, nuclear radiation;
- c. nuclear explosives or any nuclear weapon;
- d. nuclear waste in whatever form regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.

### 4. Computer Losses

General Exclusion (Applicable to personal computers, laptop computers and the contents of deep freezers and the freezing compartments of fridges)

This policy does not cover:

- i. loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- ii. any legal liability of whatsoever nature;
- iii. 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;
  - a. 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
  - b. 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



- c. 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
- d. 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.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.

#### **5. Special Extension to Exclusion 4 above**

- a. Loss or destruction of or damage to the insured property by fire, explosion, lightning, and earthquake or by any of the included special perils referred to below is not excluded.

The only special perils that are included for the purpose of this special extension are damage caused by

- I. storm, wind, water, hail or snow;
  - II. aircraft and other aerial devices or articles dropped therefrom;
  - III. impact by aerials, satellite dishes or vehicles excluding damage to such aerials, satellite dishes or vehicles or property in or on such vehicles;
  - IV. These special perils do not cover wear and tear or gradual deterioration.
- 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 General exclusion and Special extension thereto.

#### **6. Wear and tear, vermin and gradual operating causes**

- a. This policy does not cover any loss or damage as a result of wear, tear, depreciation, gradually operating causes, rust or oxidation, corrosion, moth, vermin or insects, warping or shrinkage, rot, fungus, mould, or infestation;



### 3. BUILDINGS

#### 1. Definitions

*“You” or “Your”*

means the person in whose name this policy is issued and their spouse.

*“Dwelling”*

means the private residence its domestic outbuildings and garages belonging to you and situated at the address stated in the schedule including landlord's fixtures and fittings, swimming pools including fixed filtration plant (not automatic pool cleaners), tennis courts, sauna and spa rooms and baths, borehole equipment, gates, walls, fences (excluding hedges) and driveways paths and patios constructed of brick, concrete, pavers, asphalt or stone (not gravel).

*“Sum insured”*

means the amount stated in the schedule for the Buildings section.

*“private residence”*

means the building of your home of which the wall and roof construction and risk address is shown in the Schedule.

*“private residential structures”*

means the building of your private residence, constructed and situated as shown in the schedule, including:

- private outbuildings;
- fixtures and fittings belonging to the owner of the private residential structures while in or on the structures;
- fixed recreational and ornamental structures;
- paved and surfaced areas (including driveways) of brick, concrete, asphalt or stone (not gravel);
- boundary and other walls, gate posts, gates (including all the machinery related to the gates), fences (other than hedges);
- tennis courts;
- swimming pools, spa baths, saunas and associated machinery and equipment, but not including movable swimming pools;
- satellite dishes;
- lightning conductors/masts;
- fixed electric generators;
- borehole machinery supplying water solely for domestic purposes;
- septic tanks.

*“premises”*

means the land on which your private residential structure is situated.

*“outbuilding/outbuildings”*

means the domestic rooms, private garages and private outbuildings which do not interlead with the private residence.

*“risk address”*

means the address of the premises on which your private residence and outbuilding(s) are situated.

*“burglary”*

means the unlawful taking of another person's property with the intention to deprive them of permanent ownership when it is accompanied by breaking into or out of a building by actual, visible, forcible and violent means.

*“theft”*

means the unlawful taking of another person's property with the intention to deprive them of permanent ownership when it is not accompanied by breaking into or out of a building by actual, visible, violent and forcible means.

*“tenant”*

means someone, other than you, who is allowed to occupy your private residence in terms of a written contract, but does not include a paying guest, boarder or lodger.





“wild baboons/wild monkeys”	mean baboons or monkeys that live freely in natural surroundings and are not kept as pets or farm animals or kept confined in any way.
“fixed machinery”	means installed machinery of swimming pools, spa baths, boreholes, sprinkle irrigation systems, electric gates, garage doors, central vacuum cleaning systems, water pumps, air conditioners, stoves, alarms and electric power generators.

## 2. Property insured

Your property insured is the private residential structures of your home. The Schedule gives its risk address and wall and roof construction. It includes all fixtures and fittings that belong to you as the owner or that you are responsible for as the owner. It does not include any fixtures and fittings that belong to a tenant or for which a tenant is responsible.

## 3. Alterations or additions to your private residential structures

If you tell us within 60 days from the start of alterations and additions to the private residential structures, we will increase the insured amount by the value of the alterations and additions.

## 4. Inflation protection

The insured amount for the property insured under Basic cover 1 will be increased each month to cater for the effect of inflation, according to the percentage we apply at the renewal date. However, the Schedule will not reflect this monthly increase. No extra premium will be charged during the period of the policy, but the premium will be recalculated each year on the renewal date, as shown in the Schedule.

## 5. Insured events

We cover loss or damage caused by (insured perils):

- a. Fire, lightning, explosion;
- b. Storm, wind, water, flood, hail or snow. We will not cover the following:
  - I. loss or damage caused by any process that uses or applies water;
  - II. loss or damage caused by wear and tear;
  - III. loss or damage caused by gradual deterioration;
  - IV. loss or damage caused by mildew, rust or corrosion;
  - V. loss or damage caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types;
  - VI. loss or damage caused by movement of the land supporting the dwelling even if such movement is caused by storm or flood. This exclusion will not apply to the removal of land supporting the dwelling by flowing surface water;
- c. Earthquake excluding destruction or damage arising directly or indirectly from mining;
- d. Bursting, leaking or overflowing water apparatus, water tanks, pipes or fixed oil-fired heating apparatus;
- e. Theft or attempted theft provided that if the dwelling is vacant there are visible signs of forcible and violent entry or exit;
- f. Impact with the private residential structures by vehicles aerial devices or aircraft or fallen trees except when felled by someone;
- g. Breakage or collapse of radio or television aerials or masts or satellite dishes;
- h. malicious damage, but we do not cover malicious damage while your private residence is lent, let or sublet to a tenant;
- i. Subsidence or landslip, but excluding:



- i. loss of or damage to drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates and fences, drive-ways, paving, swimming pool borders, tennis courts;
- ii. loss or damage caused as a result of the contraction and/or expansion of soil due to the moisture or water content of such soil as experienced in clay and other similar soil types;
- iii. loss or damage caused as a result of or aggravated by faulty design, or by insufficient compacting of filling, or inferior construction, or the removal or weakening of support to any building;
- iv. loss or damage caused as a result of structural alterations, additions or repairs;
- v. loss or damage caused as a result of surface or subterranean excavations other than in the course of mining operations;
- vi. loss or damage caused as a result of normal settlement, shrinkage or expansion of the buildings.

*If required, you must prove that the loss or damage being claimed for was caused by subsidence or landslip.*

## **6. Basis of settlement, insured amount and limit of compensation**

The insured amount for the property insured, as shown in the Schedule, must throughout the period of this policy represent the current replacement value of similar new property.

The basis of indemnity for the loss of or damage to the insured property, or part of it, will be the current replacement value of similar new property, limited to the insured amount as shown in the Schedule.

For a single claim or series of claims arising from a single event, we give compensation limited to the insured amount shown in the Schedule

If the dwelling is destroyed or damaged by an insured event:

- a. we will by payment or at our choice, by reinstatement or repair indemnify you, provided that if at the time of the destruction or damage the replacement value (cost of rebuilding) of the dwelling including the Cost of Demolition, Professional Fees and Public Authorities Requirements (see 8 below) amount to more than the sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss or
- b. you may choose within six months of the date of destruction to reinstate the dwelling on the same site (or on another site and in the way you want, subject to our liability not being increased) as nearly as possible to its condition before the loss or damage provided:
  - i. the reinstatement must be started and finished in reasonable time otherwise we will settle in terms of 4a above;
  - ii. we will not be liable for any cost exceeding the cost which would have been payable in terms of 4a.
  - iii. the amount payable for fitted carpets and geysers will be the current replacement cost less an allowance for depreciation;
- c. if at the time of reinstatement, the cost including the Cost of Demolition, Professional Fees and Public Authorities Requirements (see 9 below) which would have been incurred in reinstating the dwelling had it had been totally destroyed exceeds the sum insured on the dwelling at the time of destruction or damage you will be your own insurer for the difference and will bear a rateable proportion of reinstatement.



## 7. Rent

If the dwelling becomes temporarily uninhabitable as a result of destruction or damage caused by an insured event, we will for the period necessary for reinstatement:

- a. if you occupy the dwelling pay you an amount based on the rental value of the unfurnished dwelling;
- b. indemnify you for the loss of rent receivable (the amount payable will be based on the rent of the unfurnished dwelling) up to 25% of the sum insured stated in the schedule.

## 8. Breakage of certain glass and sanitary ware

In the event of accidental breakage in the dwelling (except when it is vacant) of:

- a. fixed glass;
- b. fixed sanitary ware;

excluding chipping, scratching or disfiguration we will pay for or may choose to repair or replace the item. We will indemnify you up to 10 % of the sum insured stated in the schedule.

## 9. Fixed machinery

If fixed machinery installed at your dwelling (not automatic pool cleaners) in domestic use is accidentally destroyed or damaged (not wear and tear), we will pay for or choose to repair or replace it. We will indemnify you as per below:

- i. Gate motor or garage-door motor – repair or replacement cost;
- ii. Burglar alarm systems – repair or replacement cost;
- iii. Intercom systems – repair or replacement cost;
- iv. Surveillance camera systems (CCTV) – repair or replacement cost;
- v. Water Pumping Machinery – repair or replacement cost limited to R10 000;
- b. This excludes:
  - i. automatic pool cleaners;
  - ii. wear and tear, gradually operating causes or damage caused by pests such as rodents, ants and moths.

The first amount payable (excess) will be deducted from each claim.

## 10. Public supply connections

We will compensate you for accidental damage to, and the fair and reasonable cost of repairing or replacing, water, sewerage, gas, electricity and telephone connections between the public supply and your private residential structures. This will only apply if the connections belong to you or are your responsibility.

## 11. Security guards

We indemnify you for costs not exceeding R10 000, reasonably incurred in employing a security guard, following upon loss or damage by an insured event to safeguard the property.

## 12. Cost of demolition, professional fees

We will pay costs necessarily incurred with our written consent in demolishing the dwelling, removing debris from the site and erecting hoardings required for building operations, for architects' quantity surveyors' and consulting engineers' fees, for municipal authorities' scrutiny fees, for repairing or rebuilding in accordance with the requirements of public authorities, following destruction or damage to the dwelling by an insured event. The total payment under this section may not exceed 15% of the sum insured as shown in the schedule.



### **13. Loss of water**

We will indemnify you up to R5 000 for amounts that you owe local authorities for water which has been lost due to leaking pipes. This will only apply if the following conditions are met:

- a. the amounts are calculated by the local authorities; the reading is at least 70% more than the average reading of the six readings preceding it;
- b. when a leak is discovered, either by physical evidence or on receipt of an unusually high water account, you have taken immediate steps to trace and repair the leaking pipes and does not include the costs to trace and to repair a leaking pipe;
- c. such loss is not due to maintenance neglect;
- d. such loss is not due to leaking toilets or taps;
- e. if there are two or more separate claims within a 12-month period, the total combined compensation for all claims will be limited R7 500.

### **14. Removal of Fallen Trees**

We will indemnify up to R12 000 in any 12-month period for trees that fell due to an insured event. Written consent must be obtained from us before removing fallen trees.

### **15. Wheelchair Friendly Alterations (Special alterations)**

If during the period of this policy you have an accident that causes bodily injury and leaves you permanently bound to a wheelchair, we will compensate you up to R30 000 for alterations to the dwelling if these are necessary to accommodate your condition.

### **16. Damage to Gardens**

We will indemnify you R15 000 for damage to trees, shrubs, plants and sprinkle irrigation systems at your dwelling caused by:

- a. Burglars if a claim has been approved under the contents section of this policy;
- b. Fire, or explosion;
- c. a vehicle or aircraft;
- d. any person responding to a fire or explosion at your dwelling.

However, excluding loss or damage caused by or arising from theft or attempted theft. Our compensation is limited to the amount shown on the policy schedule.

### **17. Fire Brigade Charges**

If authorities charge you with the cost of fire extinguishing following fire damage to the dwelling we will indemnify you for the reasonable charges that you have incurred.

### **18. Liability to the Public**

If we have agreed to provide insurance by this Buildings section, it is extended to include the insurance provided by the Personal Liability section in so far as it applies to the liability of property owners.

### **19. Mortgagee clause (bank or any other financial institution)**

- a. The interest of the Mortgagee ranks prior to the interest of the Insured.
- b. The interest of the Mortgagee is limited to the amount owing to the Mortgagee by the insured on the loan account in respect of the insured building and limited to the maximum sum insured as stated on the schedule.



- c. The interest of the Mortgagee will not be invalidated by any act or omission of the insured if such act or omission occurs without the Mortgagees knowledge.
- d. Should the portfolio lapse or be cancelled, the client is responsible to notify the relevant parties of such changes.

Otherwise subject to the conditions, terms and exceptions of this policy.

## 20. Tenants

If any tenant of your private residence acts or omits to act in a way that may make this policy invalid, your cover will still be valid only if the following conditions are met:

- a. you did not know that your tenant acted or omitted to act in a way that may make this policy invalid;
- b. you tell us as soon as you become aware of the actions or omissions.

## 21. Special Exclusions

We will not be liable for:

- a. the first amount payable stated in the schedule of any claim (or in the policy wording if more specific and greater);
- b. loss or damage if at the time of such loss or damage the dwelling has been unoccupied for more than 60 consecutive days unless the schedule indicates that the dwelling is a holiday home or that the unoccupancy limit has been extended appropriately;
- c. loss or damage caused by:
  - i. rot, rising damp or a rise in the water table;
  - ii. weeds or roots;
  - iii. wear and tear or other gradually operating causes;
  - iv. chipping, scratching, disfiguration or discolouration;
  - v. depreciation;
- a. any loss or damage that occurs during building operations or while the dwelling is being erected or structurally altered.

## 22. Liability to the public (building operations)

Will not apply to destruction, damage or liability arising directly or indirectly from such erection or alteration.

## 23. Subsidence extension

Only applies if the schedule shows that the cover includes Subsidence and then this optional extension replaces Insured Event 5i - Subsidence or landslip:

- a. This section is extended to include destruction or damage to the dwelling caused by any movement of the land supporting the dwelling provided such movement is not caused by:
  - i. excavations on or under land other than mining excavations;
  - ii. alterations, additions or repairs to the dwelling;
  - iii. normal settlement, shrinkage or expansion of the dwelling.
- b. We will not be liable for destruction or damage to:
  - i. paths, driveways, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences;
  - ii. the dwelling caused by defects in either its design or construction.



## 24. Geyser wear and tear

- c. Only applies if the schedule shows that the cover includes geyser wear and tear, and this will attract an additional premium;
- d. We will cover you up to R10 000 for Geyser Wear and Tear under this section if it has been selected on the policy schedule;
- e. This optional cover will pay in the event of malfunction or damage due to wear and tear that prevents the geyser from operating normally and renders it unable to perform the duties of a normally working geyser.

## 25. Accidental damage

If shown in the schedule to be included, we will at our option by payment, repair or replacement indemnify you for accidental damage to the dwelling (as described). We are not liable for:

- a. the first 10 percent with a minimum of R1 000 of each and every claim, or
- b. more than R50 000 in total for any one claim, or
- c. loss, destruction or damage caused by or resulting from wear and tear, mechanical and/or electrical breakdown, depreciation, rust, mildew, moth, vermin, insects, or any previously described event (under 5. Insured events) or any gradually operating cause, processes of dyeing, cleaning or renovating, the action of light or atmospheric conditions, confiscation or detention by any process of law, or lack of reasonable maintenance, or
- d. consequential loss or damage of any nature.

## 26. Matching building materials

When the insured property is repaired, we are not obliged to do so exactly or precisely, but only as circumstances reasonably allow. Where we cannot achieve an exact match, we will use materials what, in our opinion, match the damaged or lost materials as closely as possible. We will only do this to the part of the structure or room where the loss or damage has occurred. We will not pay for matching building materials to create a uniform effect throughout your private residential structures.

## 27. Exclusions applicable to this section

We will **NOT** cover the following under this section:

- a. loss or damage caused by any process that uses or applies water;
- b. loss or damage caused by wear and tear;
- c. loss or damage caused by gradual deterioration;
- d. loss or damage caused by mildew, rust or corrosion;
- e. loss or damage caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types;
- f. loss or damage caused by or comprising:
  - i. demolition, alteration, construction, cleaning, renovation, repair, restoration or a similar process;
  - ii. rot, rising damp, a rise in the water table except as a result of a storm, fungus, mould, infestation, insects or vermin;
  - iii. weeds or roots;
  - iv. chipping, scratches, disfiguration or discolouration;
- g. any loss or damage caused by storm, wind, water, hail or snow during renovations, additions or extensions if the loss or damage is caused by or made worse by the renovations, additions or extensions;



- h. theft or attempted theft while your private residence is lent, let or sublet to a tenant;
- i. loss, damage or breakage covered by any guarantee, service contract, purchase contract or any purchase agreement.



## 4. HOUSEHOLD CONTENTS

### 1. Definitions

For this section

<i>“ You”</i>	means the person in whose name this policy is issued and members of your immediate family normally resident with you.
<i>“ Dwelling”</i>	means the private residence and its domestic outbuildings and garages all situated at the address shown in the schedule.
<i>“ Property”</i>	insured means household goods and personal effects (including up to R30 000 in any twelve-month period for office equipment) which belong to you or are your responsibility as well as fixtures and fittings on the dwelling that belong to you as the tenant, not the owner, of the dwelling.
<i>“ Sum insured”</i>	means the amount stated in the schedule for the Contents section.
<i>“private residence”</i>	means the building of your home of which the wall and roof construction and risk address is shown in the Schedule.
<i>“premises”</i>	means the land on which your private residential structure is situated.
<i>“outbuilding/outbuildings”</i>	means the domestic rooms, private garages and private outbuildings which do not interlead with the private residence. And are situated at and used in relation to your private residence at the risk address.
<i>“risk address”</i>	means the address of the premises on which your private residence and outbuilding(s) are situated.
<i>“burglary”</i>	means the unlawful taking of another person’s property with the intention to deprive them of permanent ownership when it is accompanied by breaking into or out of a building by actual, visible, forcible and violent means.
<i>“theft”</i>	means the unlawful taking of another person’s property with the intention to deprive them of permanent ownership when it is not accompanied by breaking into or out of a building by actual, visible, violent and forcible means.
<i>“tenant”</i>	means someone, other than you, who is allowed to occupy your private residence in terms of a written contract, but does not include a paying guest, boarder or lodger.
<i>“wild baboons/wild monkeys”</i>	mean baboons or monkeys that live freely in natural surroundings and are not kept as pets or farm animals or kept confined in any way.

### 2. Insured events:

We cover loss or damage caused by:

- a. Fire, lightning or explosion;
- b. Storm, wind, flood, hail or snow, but excluding:
  - i. loss or damage to property in the open;
  - ii. Loss or damage caused by any process which uses or applies water;
  - iii. Loss or damage caused by wear and tear;
  - iv. Loss or damage caused by gradual deterioration;
  - v. Loss or damage caused by mildew, rust or corrosion;
- c. Earthquake excluding loss or damage arising directly or indirectly from mining;
- d. Bursting or leaking of water tanks, apparatus, pipes or fixed oil-fired heating apparatus;
- e. Sudden damage caused by impact (from animals, vehicles, aircraft or falling trees, except when felled by someone);
- f. Theft or attempted theft;





- g. Burglary;
- h. Damage by Wild Baboons or Wild Monkeys:
  - i. We will indemnify you up to R10 000 for loss or damage caused by wild baboons or wild monkeys to the property insured whilst inside your dwelling;
  - ii. "Wild baboons or wild monkeys" means baboons or monkeys that live freely in natural surroundings and are not kept as pets or farm animals, or kept confined in any way;

We may at our discretion request for an inventory to be completed. Should this be required and not completed before a claim then such claim may be rejected. You will be notified in writing of such a requirement.

### **3. Your property insured while inside your private residence and outbuildings**

- a. We will compensate you for loss or damage to your insured property caused by an insured event while the insured property is inside your private residence and outbuildings. Our compensation is limited to the amount for the item, shown in the Schedule;
- b. Any outbuildings must adhere to the same security requirements as noted on the schedule which applies for the main building insured under the policy;
- c. Loss or damage arising from theft or attempted theft from any outbuilding on your premises not noted separately on the schedule is limited to 20% of the main content sum insured noted on the schedule.

#### **Exceptions:**

Property that can be insured more specifically under the All Risks section, including "Clothing and Personal Effects" is not covered under this section. This includes all items that should otherwise be specified under the All Risk section of the policy for example, but not limited to: portable electronic devices, portable communication devices, GPS units, pedal cycles, jewellery, sports equipment, accessories, gear (including motorcycle gear), watercraft, spectacles, sunglasses, hearing aids, camera equipment, portable sound equipment and the like.

### **4. Your insured property while not inside your private residence (all insured events)**

We will compensate you for loss or damage to your insured property caused by any insured event while the insured property is:

- a. inside a building where you live temporarily;
- b. temporarily inside the residential section of any occupied private home;
- c. deposited for safe keeping at any hotel, guest house, club, bank, safe deposit or registered furniture storehouse;
- d. on the premises of your private residence, up to the amount or percentage of the insured amount for the item (whichever is the greater), as shown in the Schedule.

#### **Exceptions:**

Property that can be insured more specifically under the All Risks section, including "Clothing and Personal Effects" is not covered under this section. This includes all items that should otherwise be specified under the All Risk section of the policy for example, but not limited to: portable electronic devices, portable communication devices, GPS units, pedal cycles, jewellery, sports equipment, accessories, gear (including motorcycle gear), watercraft, spectacles, sunglasses, hearing aids, camera equipment, portable sound equipment and the like.

### **5. Your insured property while not inside your private residence (only some insured events)**

We will compensate you for loss or damage to your insured property caused by:



- a. any insured event, while inside the building of a business for the purpose of making up, altering, renovating, repairing, cleaning or dyeing, excluding theft or attempted theft;
- b. any insured event, inside a building of any office, business or trade where you are employed. However, theft or attempted theft is limited to the amount, or percentage of the insured amount for the item (whichever is the greater), as shown in the Schedule;
- c. theft, collision or overturning of the conveying vehicle while you are in the process of permanently moving to a different risk address, or while your insured property is being transported to or from any registered furniture storehouse, by an approved furniture removal contractor. Cover excludes any damage to breakable articles like glass unless such articles were packed by the approved furniture removal contractor and are not otherwise insured;
- d. fire, lightning or explosion while being transported or temporarily in other places than those mentioned in 4a to 4c above;
- e. theft while being transported to or from any bank or safe deposit facility;
- f. theft from any vehicle provided the vehicle is not left unattended or unlocked. (car jamming is not covered).
- g. Property that can be insured under All Risks including “Clothing and Personal Effects” is not covered in this Household Contents section. Cover is limited to the amount shown in the Schedule.
  - a. This includes all items that should otherwise be specified under the All Risk section of the policy for e.g. portable electronic devices, portable communication devices, GPS units, Jewellery, pedal cycles, jewellery, sports equipment, spectacles, sunglasses, hearing aids, camera equipment, portable sound equipment etc.

## 6. Basis of Settlement

We may decide to compensate you by any one or more of the following methods:

- a. repairing;
- b. replacing;
- c. paying cash; or
- d. any combination of these.

Our compensation is limited to the amount shown in the Schedule, less any excess shown in the Schedule. If we replace or repair, we will not be obliged to do so exactly, but only as circumstances reasonably allow. If we repair or replace any loss or damage, we may use any supplier or repairer of our choice. Before we finalise or settle any claim, we may require you to sign an agreement of loss.

## 7. Mirrors and Certain Glass ☹

We will compensate you for the cost of replacing the following items while such mirrors and glass are inside your private residence:

- a. accidentally broken mirrors or glass tops of furniture belonging to you;
- b. glass forming part of a stove or oven which is your responsibility, and which is not insured elsewhere.

This extended cover excludes the accidental breakage of glass that forms part of other domestic appliances, computers and televisions. The cover is limited to R 5 000 per event and limited to one event per year.

## 8. Refrigerator and Deep Freeze Contents ☹

If the contents of any refrigerator/deep freeze unit in the dwelling deteriorate as a result of:

- a. accidental damage to the unit;
- b. failure of power supplied by public authorities (not load shedding) we will indemnify the insured up to R5000.



Spoiling as a result of non-payment or non-purchase of power or any type of fuel is not covered.

#### 9. Keys, Locks and Remote Controls ⊕

- a. If any keys (including card keys and remote controllers) for the dwelling or, any vehicles insured under the Motor, Motor Cycles or Caravans and Trailers sections of this policy are lost or accidentally damaged we will indemnify you for the reasonable costs to replace the items up to R10 000;
- b. Cover under this section is limited to one event per year.

#### 10. Groceries and Household Goods ⊕

- a. If groceries and household goods belonging to you being conveyed between any place of purchase, repair or renovation and the dwelling by you are lost or damaged as a result of:
  1. an accident in which the carrying vehicle is involved;
  2. theft from the carrying vehicle accompanied by actual forcible and violent means we will indemnify you up to R3 000.

#### 11. Personal Documents ⊕

We will indemnify you up to R10 000 for loss or damage caused by an insured event to your personal documents. We will only be liable for the value of materials and the cost of labour in reinstating the documents or obtaining duplicates and not for the value to you of the content.

#### 12. Rent

We will compensate you for the rent you must pay, or the reasonable extra expenses you incur, for similar alternative accommodation if your private residence is not fit to live in because of an insured event.

- a. This cover will only apply for the period reasonably required to make your private residence suitable to live in again, but is limited to a maximum period of 12 months;  
Our compensation is limited to the percentage of the insured amount for the item, as shown in the schedule;
- b. If "Rent" of the Buildings section applies to the same insured event, we will compensate you under one of the relevant sections only.

#### 13. Property belonging to Domestic employees ⊕

If household goods and personal effects (**excluding money**) not otherwise insured belonging to your full-time Domestic employees are lost or damaged in the dwelling by an insured event, we will indemnify the Domestic employees up to R5 000. This compensation does not apply if your full-time domestic employees have insurance that covers the loss or damage.

#### 14. Guests ⊕

If household goods and personal effects (excluding money) not otherwise insured belonging to a guest temporarily residing with you are lost or damaged by an insured event specified in 2.a to 2.h or by theft from the private residence we will indemnify the guest up to R7 500. The cover excludes anything that is insured elsewhere.



### 15. Debris Removal

We will indemnify you up to R50 000 for the necessary costs of removing your damaged insured property from your premises after loss or damage caused by an insured event.

### 16. Fire Brigade Charges \*

We will compensate you for the reasonable costs charged by any authorised body for extinguishing a fire to prevent or reduce loss or damage to your insured property.

### 17. Liability to the Public

If we have agreed to provide insurance by this Contents section, it is extended to include the insurance provided by the Personal Liability section in so far as it applies to the liability of an occupier of the dwelling.

### 18. Veterinary Expenses and Medical Benefit \*

If medical and veterinary expenses are incurred as a result of accidental bodily injury sustained by any:

- i. person other than you caused by a domestic animal owned by you;
- ii. guest or visitor arising from any defect in the dwelling;
- iii. domestic employees in the course of their employment by you;
- iv. domestic animal owned by you arising from a road accident;

we will pay the expenses not otherwise recoverable up R5 000 per person/animal.

### 19. Personal Accident \*

If you are fatally injured as a direct result of external and visible violence caused by thieves or fire while in the dwelling or its grounds, we will pay:

- |  |   |         |
|--|---|---------|
| a. Fatal Injury by Accident            | : | R25 000 |
| b. Death Insured / Spouse              | : | R10 000 |
| c. Accidental Death per child under 18 | : | R10 000 |

### 20. Trauma Counselling Benefit \*

We will indemnify you up to R5 000 for the cost of trauma treatment provided by a registered professional counsellor incurred and paid for by you, and not otherwise recoverable from any other insurance or facility such as medical aid, for trauma due to theft, burglary, hijacking or fire that occurred in your dwelling or on your premises.

### 21. Security Guards \*

We will indemnify you up to R10 000 for costs necessarily incurred for the employment of guards to protect your insured property after an insured event has occurred.

### 22. Special Exclusions

We will not be liable for:

- a. the first amount payable (excess) as stated in the schedule of any claim;
- b. loss or damage if at the time of such loss or damage the dwelling has been unoccupied for more than 60 consecutive days unless the schedule indicates that the dwelling is a holiday home or that the unoccupancy limit has been extended appropriately;



- c. loss or damage caused, sustained or incurred outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe;
- d. property that is more specifically insured, in this or any other policy, other than for any amount more than the specified insured amount;
- e. property, whether it is processed or not, obtained with the purpose of disposing of it in a business transaction;
- f. money, securities for money, deeds, bonds, bills of exchange, promissory notes, negotiable and other documents, stamps, manuscripts, rare books, medals and coins;
- g. vehicles, watercraft (excluding surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurf boards, sailboards and model boats), aircraft, other aerial devices (including model aircraft), and all tools, spare parts and accessories of these vehicles, aircraft or watercraft that are on, in or attached to it;
- h. animals;
- i. loss or damage from or relating to any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
- j. loss or damage to property in the open caused by storm, water, wind, hail or snow unless the insured property is designed to exist in the open;
- k. the cost of reproduction or repair of data of any kind;
- l. theft or attempted theft while your private residence is lent, let or sublet to a tenant or whilst the dwelling is a showhouse;
- m. loss, damage or breakage covered by a manufacturer's purchase agreement, guarantee or service contract;
- n. loss or damage caused by or attributable to wear and tear, depreciation, rust, corrosion, mildew, moth, vermin, insects, domestic pets, any gradually operating cause, the action of light or atmospheric conditions;
- o. more than 10% of the sum insured for any one article other than furniture;
- p. more than one-third of the sum insured in total for precious metals and stones, jewellery, furs, rugs and carpets;
- q. property more specifically insured;
- r. Jewellery items with a value exceeding R5 000 that was not kept in a locked SABS approved safe which is properly mounted and secured. Valid proof of ownership in the form of valuation certificates or purchase invoices is required for any jewellery items claimed for. A Photo will not be regarded as valid proof of ownership.
- s. Any loss or damage arising as a result of mining or any mining operations.

### **23. Limited Cover**

Applies if the schedule shows that Limited Cover has been selected. In consideration of Limited Cover having been taken points 2f and 2g (Theft and attempted theft and burglary) under Insured Events are cancelled and the following sub-sections are deleted:

- 7. Mirrors and Certain Glass;
- 8. Refrigerator and Deep Freeze Contents;
- 9. Keys, Locks, Key Cards and Remotes;
- 10. Groceries and Household Goods;
- 11. Personal documents;
- 18. Veterinary Expenses and Medical Benefits;
- 19. Personal Accident;
- 20. Trauma Counselling Benefit;
- 21. Security Guards;



#### 24. General Accidental Damage Extension

Only applies if the schedule shows that this optional Extension has been selected. If the property insured is accidentally lost or damaged whilst inside your dwelling or on your premises at the same address, we will pay for or may choose to repair or replace it subject to us not being liable for:

- a. any amount in excess of the sum insured for this extension after deduction of the first amount payable (excess);
- b. loss or damage:
  - i. which is covered under any other section of this policy;
  - ii. due to depreciation or gradual causes such as wear and tear, rust, mildew, corrosion and decay;
  - iii. caused by household pests such as rodents, ants and moths or a cleaning, repairing or restoration process or denting and chipping;
  - iv. caused by confiscation or detention by any process of law;
  - v. of or to tools, gardening implements, garden furniture or automatic swimming pool apparatus;
  - vi. of or to portable computer equipment, cellular telephones, fire arms, video or audio data storage units, tapes, drives or discs;
  - vii. as a result of cracking or scratching of glass, glassware or any similar breakable article. This exclusion does not apply to jewellery, cameras, televisions or computer screens;
  - viii. the cost of reproduction or repair of data;
  - ix. Chipping, scratching or denting of furniture;
  - x. mechanical, electrical or electronic breakdown (unless shown in the schedule);
  - xi. to contents of fridges or freezers;
  - xii. covered by any manufacturers guarantee, purchase agreement or service contract;
  - xiii. caused by cleaning, repairing or restoring by any manner or method.

#### 25. General Accidental and Mechanical/Electrical/Electronic Damage Extension

Only applies if the schedule shows that this optional extension has been selected. If the property insured is accidentally lost or damaged whilst inside your dwelling or accidentally damaged by a power surge of the power supplied by public authorities whilst inside your dwelling or on your premises at the same address, we will pay for or may choose to repair or replace it subject to us not being liable for:

- a. any amount in excess of the sum insured for this extension after deduction of the first amount payable;
- b. loss or damage:
  - i. which is covered under any other section of this policy;
  - ii. due to depreciation or gradual causes such as wear and tear, rust, mildew, corrosion and decay;
  - iii. caused by household pests such as rodents, ants and moths or a cleaning, repairing or restoration process or denting and chipping;
  - iv. caused by confiscation or detention by any process of law;
  - v. of or to tools, gardening implements, garden furniture or automatic swimming pool apparatus;
  - vi. of or to portable computer equipment, cellular telephones, fire arms, video or audio data storage units, tapes, drives or discs;
  - vii. cracking or scratching of glass, glassware or any similar breakable article. This exclusion does not apply to jewellery, cameras, televisions or computer screens;
  - viii. the cost of reproduction or repair of data;
  - ix. Chipping, scratching or denting of furniture;
  - x. to contents of fridges or freezers;
  - xi. covered by any manufacturers guarantee, purchase agreement or service contract;
  - xii. caused by cleaning, repairing or restoring by any manner or method.



## 26. Security measures

### a. Burglar bars:

If we require burglar bars, as described in the Schedule, we will compensate you for theft or burglary only if:

1. the required adequate burglar bars are fitted (at least 10mm thick);
2. the required burglar bars have not been removed without our permission;
3. The burglar bars are in a good enough condition as to not prevent it from performing its function.

### b. Security gates

If we require security gates, as described in the Schedule, we will compensate you for theft or burglary only if:

1. the required security gates are fitted;
2. the required security gates are locked when you or any person you have authorised to look after your private residence leaves your private residence unattended;
3. the required security gates have not been removed without our permission;
4. The security gates are in proper working condition and adequately maintained.

### c. Alarm System

If we require an alarm system, as described in the Schedule, we will compensate you for theft or burglary only if:

1. the required alarm system is installed;
2. The alarm is linked to an armed response company;
3. the required alarm system is in working order;
4. none of the "passive infrared motion detectors" of the required alarm system are obstructed or bypassed unless in;
5. your private residence and your outbuildings are left unattended and the required alarm system has been set (armed) by you or any person you have authorised to look after your private residence and outbuildings, or
6. your private residence, but not your outbuildings, is left unattended and the required alarm system has been set by you or any person you have authorised to look after your private residence; and
7. the required alarm system has not been removed without our permission.

### d. Perimeter security

If we require perimeter security, as described in the Schedule, we will compensate you for theft and burglary only if:

1. the required perimeter security is maintained and kept in working condition;
2. the required perimeter security has not been altered or removed;



## 5. ALL RISKS

### 1. Definitions

For this section

*“ You / your ”*

means the person in whose name this policy is issued including your spouse and members of your or your spouse’s immediate family normally resident with you.

*“ Property ”* insured

means:

#### **i. Clothing and Personal Effects**

Clothing (other than furs) and personal effects normally worn or designed to be carried on or by the person belonging to you. Excluding mobile communication devices and computing equipment)

#### **ii. Specified All Risks Items**

Articles individually specified in the All Risks section of the schedule.

#### **iii. Unspecified All Risks Items**

Articles not individually specified under the All Risks section covered under a “blanket” limit as indicated in the policy schedule.

*“ Mobile communication devices ”*

means portable electronic items, used for mobile communication, including all accessories (e.g. cellular phones, satellite navigation system receivers [GPS’s]).

*“ computing equipment ”*

means electronic devices or machines that manipulate data according to a list of instructions and have the ability to store and execute programs, consisting of hardware and supported by software. (E.g. Personal computers, desktops, laptops, notebooks etc.)





“Portable electronic devices”

means all cellular phones, laptops, notepads, tablets, satellite navigation systems (GPS’s), portable gaming equipment, rangefinders and the like.

## 2. Basis of Settlement

### a. Clothing and Personal Effects:

- i. If the property insured is accidentally lost or damaged, we will pay for or may choose to repair or replace it. The amount payable will be the current replacement cost. Provided that if at the time of loss or damage the cost of replacing the property insured as new is greater than the sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage;
- ii. Pedal cycles, all portable electronic devices and mobile communication devices (for e.g. cell phones, tablets, laptops, iPods, radios and computer equipment), stamp, medal, coin collections, wheelchairs, surfboards, paddle ski’s, kayaks, canoes, sail boards, surf ski’s, keys, access cards, remote controls or any property more specifically insured will not be covered under clothing and personal effects. These must be either individually specified or insured under Unspecified All Risk cover (also referred to as Blanket All Risks cover) and this must reflect on the policy schedule;
- iii. We reserve the right to make use of our own authorised service providers to repair or replace items.

### a. Specified All Risks Items:

- i. If specified property insured is accidentally lost or damaged, we will pay for or may choose to repair or replace it. The amount payable will be the current replacement cost. Provided that if at the time of loss or damage the cost of replacing the property insured as new is greater than the sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage;
- ii. We reserve the right to make use of our own authorised service providers to repair or replace items;
- iii. Maximum cover for any item without valid proof of ownership (for example invoice, slip or valuation certificate by an authorised person) will be R 5 000;
- iv. Proof of ownership will be required for all claims as follows:
  1. Valid invoice or slip;
  2. Valid valuation certificate by an authorised person or dealer:
    - i. To ensure that we pay you correctly it is advisable to ensure that your items are properly valued every year;
    - ii. We pay based on the value reflecting on the valuation presented to us;
    - iii. Valuations cannot be updated unless the authorised person or dealer actually viewed the items and verified their existence;
  3. Photos is not valid proof of ownership.

### b. Unspecified All Risks Items (Also referred to as “Blanket All Risks cover”):

- i. If the property insured is accidentally lost or damaged, we will pay for or may choose to repair or replace it;
- ii. Averages does not apply under this section;
- iii. Items are covered either individually or collectively up to the sum insured limit as shown on the policy schedule (maximum payable for any one item limited to R 50 000);



- iv. Maximum cover for any item without valid proof of ownership (for example invoice, slip or valuation certificate by an authorised person) will be R 5 000;
- v. Maximum limit payable for any one item or set is the lesser of 25% of sum insured or R 50 000:
  1. Items worth more than R 50 000 each would need to be specified separately;
  2. Should the item claimed for exceed R 50 000 under this section, then a maximum of R 50 000 will be payable without the average clause being applicable;
- vi. Proof of ownership will be required for all claims as follows:
  1. Valid invoice or slip;
  2. Valid valuation certificate by an authorised person or dealer:
    - i. To ensure that we pay you correctly it is advisable to ensure that your items are properly valued every year;
    - ii. We pay based on the value reflecting on the valuation presented to us;
    - iii. Valuations cannot be updated unless the authorised person or dealer actually viewed the items and verified their existence;
    - iv. Photos is not valid proof of ownership;
    - v. It is advisable to submit proof of ownership to us at cover inception to ensure speedy claim settlements.
  4. Cover under the All Risk Unspecified (Blanket) section excludes cover for:
    - i. Drones;
    - ii. Remote controlled vehicles, Aircraft or watercraft;
    - iii. Any property used for business purposes. Items used for business purposes must be separately noted and specified on the policy.

### 3. Stamp and Coin Collections

If a stamp and/or coin collection is described in the All Risks section of the schedule:

- a. our liability for any one stamp or coin will not exceed two-thirds of the value stated in any current recognised catalogue with a maximum of 5% of the sum insured on the collection for any one stamp or coin;
- b. we will only be liable if one or more complete pages of the collection are lost or damaged;
- c. We will not compensate you if these documents are negotiable instruments or share certificates.

### 4. Pairs or sets

If an article that is lost or damaged was part of a pair or a set, we will not compensate you for more than the article's value proportionate to the total value of the pair or set.

### 5. Personal computer

If any item is listed on the schedule under "personal computer" the conditions will be the same as the conditions under the All Risk section of the policy. The only additional inclusion will be cover for data recovery limited to R5 000.

### 6. Special Exclusions

We will not be liable for:

- a. the first amount payable (**excess**) stated in the schedule of any claim;
- b. in respect of 2(a) - Clothing and Personal Effects;
  - i. more than 25% of the clothing and personal effects sum insured for any one article or pair or set;



- ii. pedal cycles, mobile communication devices (like cell phones or tablets), portable electronic devices, computing equipment or satellite navigation systems;
- iii. receivers (GPS) and accessories, computing equipment and accessories, portable gaming electronic equipment and media players (e.g. i-pods, MP3 and MP4 players), contact lenses, money, documents and tools;
- iv. theft of clothing from a washing line at your dwelling;
- v. stamp, medal, coin collections;
- vi. wheelchairs;
- vii. surfboards, paddle ski's, kayaks, canoes, sail boards, surf ski's and the like;
- viii. keys, access cards, remote controls;
- ix. property more specifically insured;
- c. property insured lost from an unattended motor vehicle;
- d. If property was not concealed in a locked boot or compartment forming part of a locked vehicle, but there are visible signs of forcible or violent entry, we will still pay your claim and the first amount payable (excess) will be 20% of the claim;
- e. wear, tear or depreciation;
- f. gradual deterioration;
- g. electrical or mechanical breakdown not accompanied by other damage;
- h. the special value which any article may have as part of a set;
- i. the cost of reproducing sounds, data and images on tapes, records, film or magnetic media;
- j. anything covered by any guarantee, service contract, purchase contract or any purchase agreement of any type;
- k. loss or damage to any drones, any aerial devices, any type of remote controlled vehicles, boats or aircraft;
- l. depreciation;
- m. loss or damage caused:
  - i. by rust, corrosion, mildew, vermin, moths, insects, gradually operating causes, domestic pests;
  - ii. during any process of cleaning, dyeing or renovating;
  - iii. by the action of light or atmospheric conditions;
  - iv. by confiscation or detention by any process of law;
- n. loss of or damage to:
  - i. pedal cycles whilst being used for racing or any form of competition;
  - ii. property used for business, trade or professional purposes;
- o. more than R5000 for any article unless documentary evidence of value acceptable to the insurer is provided (excluding photos);
- p. cracking scratching or denting;
- q. any specified jewellery which value exceed R 5000 that was not kept in a securely mounted locked SABS approved safe whilst not worn on person;
- r. in respect of Caravan Contents:
  - i. more than 20% of the caravan contents sum insured for any one article;
  - ii. any of the contents whilst not inside the caravan;
  - iii. theft of contents while the caravan is unoccupied unless there is forcible and violent entry;
  - iv. stamp and coin collections, cell phones and their accessories, contact lenses, money, documents, jewellery, furs, tools or any article more specifically insured;
  - v. the permanent fittings of the caravan;
  - vi. more than the rateable proportion of the loss or damage if at the time of loss or damage the cost of replacing the property insured as new is greater than the sum insured;



## 6. PERSONAL LIABILITY

### 1. Definitions

For this section:

“ You/your”	means the person in whose name this policy is issued including your spouse and members of your immediate family normally resident with you
“ Limit”	means the amount stated in the schedule for the Personal Liability section.
“Any person”	means people not related to you and people who are not in your employ when the event happens, however, they may include people who normally live with you.

### 2. Indemnity to You

- a. If you become legally liable to pay compensation for accidental death, bodily injury or illness or accidental loss of or damage to tangible property occurring during the period of insurance we will indemnify you up to the limit for any one accident or series of accidents arising out of one event including costs and expenses recoverable by any claimant from you and incurred with our written consent.
- b. Our compensation includes all costs and expenses incurred by us and costs and expenses you incur that you are legally liable for with our prior written approval.
- c. We will pay the compensation, regardless of where in the world the event takes place.

### 3. Wrongful Arrest

- a. If during the period of insurance, you become legally liable to any person (other than a person under a contract of service or apprenticeship with you or a member of your family or household) resulting from the wrongful arrest or frisking of a person, including assault related to the wrongful arrest or frisking, we will indemnify you up to R50 000 in any 12-month period.
- b. The compensation includes legal and other costs we agree to in writing.

### 4. Tenants

If you become legally liable as tenant and not as owner of the dwelling defined in the Contents section for:

- a. damage to the dwelling (including fixtures and fittings) caused by an Insured Event specified in the household contents section;
- b. accidental damage to fixed sanitary ware or fixed glass;



- c. accidental damage to water, gas, sewerage, electricity or telephone connections to the dwelling we will indemnify you up to the limit for any one accident or series of accidents arising out of one event;
- d. The compensation includes all legal and other costs we agree to in writing.

## 5. Hole-in-one or Full House

If you hit a hole-in-one while playing golf or a full house while playing bowls as an amateur in terms of the rules at any recognised club, we will pay up to and limited to R6 000 for a round of drinks at the club on the day. Written confirmation by the secretary of the club will be required upon claiming. Proof of purchase in the form of a till slip for the payment of the round of drinks will be required.

## 6. Special Exclusions

- a. Compensation to you (other than under 5. Hole-in-one or Full House).
- b. loss or damage to property belonging to or in the custody or control of you or your Domestic employees.
- c. Liability directly or indirectly due to:
  - i. your employment, business trade, profession or occupation;
  - ii. the ownership, possession or occupation of land, buildings or structures (other than buildings insured by the Buildings section and land upon which they are situated provided the land is used for residential purposes only);
  - iii. the ownership, occupation or possession of land or buildings (other than your dwelling as defined in the Contents section provided there is insurance in terms of that section and the dwelling and land upon which it is situate are used for residential purposes only);
  - iv. Any building activity;
  - v. vibration or the removal or weakening of, or interference with, the support of land, buildings or property;
  - vi. the use of any motor vehicle, caravan, trailer, air or water craft (other than model aircraft, a surfboard or paddle ski) owned by or in the custody or control of you or your Domestic employees;
  - vii. the ownership, possession, use or handling of vehicles (including trailers and caravans), watercraft, aircraft or other aerial devices;
  - viii. the ownership, possession, use or handling of firearms, air guns or animals (other than domesticated animals);
  - ix. fines, penalties or punitive damages;
  - x. any gradual cause which does not result from a sudden and identifiable event;
  - xi. non-compliance by you or your legal representative with the terms of this policy;
  - xii. accidental loss of or damage to property you or any person in your service owns, rents, borrows, keeps in trust, or has control or custody of;
  - xiii. accidental death;
- d. Any Liability accepted by contract or agreement;
- e. for costs and expenses incurred after payment by us of the limit.



## 7. EXTENDED PERSONAL LEGAL LIABILITY

### 1. Definitions

For this section:

- a) “ You” means the person named in the schedule, and members of your immediate family normally resident with you;
- b) “ Underlying insurance” means an existing insurance policy in force with:
  - i. a registered South African insurer which covers one or more of the following:
    - 1. Personal Liability;
    - 2. Property Owners Liability;
    - 3. Tenants Liability;
    - 4. Motor Liability;
    - 5. Small Craft Liability;
  - ii. any Insurer in the world which covers one or more of the following:
    - 1. Motor Liability;
    - 2. Watercraft Liability;
    - 3. Property Owners Liability;
- c) in respect of any motor vehicle hired, leased or owned by the Insured or any watercraft or Property owned by the Insured, inside The Republic of South Africa, Lesotho, Swaziland, Mozambique, Zimbabwe, Botswana, Namibia, Zambia and Malawi.

### 2. Indemnity to You

The Company will indemnify you up to the limit of indemnity stated in the schedule for all sums which you become legally liable to pay as damages arising from an occurrence anywhere within our Territorial limits , but not in respect of any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or in respect of any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part), during the period of insurance to the extent that:

- a. such liability is not indemnifiable in terms of the insuring clause and/or insurable events clause and/or operative clause of any Underlying Insurance; or
- b. such liability is not indemnifiable by reason of an exclusion in any Underlying Insurance; or
- c. the amount of such liability exceeds the limit of the Underlying Insurance and the Underlying Insurer has paid or has admitted liability or has been held liable to pay the full amount of such limit, which limit



for purposes of this policy is deemed to be a minimum of R 1 000 000 or any such amount reflecting in the schedule.

### 3. Costs and expenses

The limit of indemnity includes all legal costs and expenses:

- a. recoverable by or on behalf of any claimant(s) from you;
- b. incurred by you with our written consent, which consent shall not be withheld unreasonably.

### 4. Exclusions

The policy excludes liability;

- a. arising out of and in the course of your employment, business or profession, including but not limited to the sale of any goods or the rendering of any services for a fee, reward or any other consideration;
- b. arising out of the letting and/or hiring out of any movable or immovable property or part thereof for a fee, reward or any other consideration unless such liability is indemnifiable by any of the Underlying Insurances;
- c. the first R10 000 of any claim in relation to property hired, leased or borrowed by you;
- d. arising out of the reckless disregard by you of the possible consequences of your acts or omissions
- e. of one insured to another;
- f. to any former insured in respect of any occurrence during any period when such former insured was an insured;
- g. arising out of loss of or damage to property to the extent that such liability is indemnifiable under any other insurance policy;
- h. arising out of the ownership or use of any aircraft or the like;
- i. for so much of any compensation payable in respect of liability for death of or bodily injury to persons being carried in or upon or getting into or alighting from a vehicle, for injury which
  - i. is the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle, or
  - ii. is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which liability:
    1. you are compelled to effect insurance or otherwise furnish security, or
    2. the state or other governmental authority has accepted responsibility, or
    3. is suffered as a result of an emotional shock by a person other than an injured party on witnessing, observing or being informed of the injury of another person as a result of the driving of a motor vehicle;
- j. This exclusion shall apply notwithstanding that no insurance under such legislation is in force or has been effected, or that compensation is not paid for any reason whatsoever;
- k. for Motor Balance of Third Party liability unless such liability is in excess of the Scheduled Underlying Insurance and is indemnifiable thereby;
- l. for any claim in respect of Small Craft Liability:
  - i. unless such liability is indemnifiable by any of the underlying insurances, other than any claim excluded solely by reason of any territorial restrictions;
  - ii. where the overall length of the small craft exceeds 8 metres;
- m. for loss of or damage to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in your care, custody or control;
- n. arising out of any dishonest, fraudulent or malicious act of yours or acts of physical assault or seduction committed by you;



- o. for payment of any fine, penalty, and multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses or performance warranties, except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties;
- p. for any debt;
- q. for the failure to pay maintenance or alimony or any amounts following a breach of promise;
- r. arising out of the purchase, sale, barter or exchange of any property movable or immovable or your failure to comply with any obligations in relation thereto;
- s. for any claim arising from the suspension or termination of employment of any domestic servant;
- t. Any fines, penalties, debt or maintenance;
- u. Liability where the government or any other authority accepted liability;
  
- v. arising out of any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it shall be named;
- w. for 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:
  - ii. war, invasion act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny, military rising, martial law, state of siege or any other event which determines the proclamation or maintenance of martial law or state of siege;
  - iii. 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.

- x. loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any action in controlling, preventing, suppressing or in any way relating to v above;
- y. If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Insurance, the burden of proving the contrary shall be upon the Insured;
- z. for loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss of whatsoever nature directly or indirectly caused by or contributed to, by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - aa. For the purpose of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission;
  - bb. the indemnity provided by this Policy shall not apply to nor include any loss destruction damage or legal liability directly or indirectly caused by or contributed to, by or arising from nuclear weapons material;
  - cc. Following any dishonest, fraudulent or malicious act.

## 5. Conditions

- a. The indemnity granted by this section is conditional on there being in force at the time of the occurrence an Underlying Insurance policy which substantially provides cover for the type of liability for which indemnity is sought hereunder and on you not being in breach of the conditions of such an Underlying Insurance;





- b. This policy will be governed by the laws of the Republic of South Africa whose courts shall have exclusive jurisdiction in any dispute between the Insurers and you;
- c. Written notice should be given to Insurers as soon as possible of any event that may give rise to a claim under this Policy and the Insured shall furnish such further information as Insurers may reasonably require. Every claim, writ, summons or process and all related documents must be forwarded to Insurers as soon as possible;
- d. Inadvertent failure to give notice as aforesaid because the Insured could not reasonably have anticipated that the event would give rise to a claim under this Policy will not be construed as a breach of this condition;
- e. In respect of any claim not covered at least in part by an Underlying Insurance, the Insurers may take over and conduct in your name the defence or settlement of any claim or prosecute in your name for their own benefit and will have full discretion in the conduct of any proceedings and in the settlement of any claim. You shall give all such necessary information and assistance as may be required by the Insurers;
- f. If the indemnity granted by this Policy is covered by any other liability insurance the Insurers will not pay more than their rateable proportion;
- g. If any claim under this Policy is in any respect fraudulent all benefit under this Policy in respect of such claim shall be forfeited;
- h. Payments under this Policy shall be payable in the Republic of South Africa in the currency of the Republic of South Africa;
- i. The due observance and fulfilment of all provisions in the Policy that require anything to be done or complied with by the Insured is precedent to any liability of the Insurers in respect of any occurrence for which you make a claim under this Policy;
- j. The Insurers may in the case of any occurrence pay to you the maximum indemnity limit (but deducting any sums or sums already paid) or any lesser sum for which the claim or claims;
- k. can be settled and the Insurers shall thereafter be under no further liability in respect of such occurrence;
- l. No admission, offer, promise or payment in relation to a claim under this Policy may be made or given by or on behalf of you without the written consent of Insurers. You must take all reasonable steps to ensure that the Underlying Insurers will comply with this condition and co-operate with Insurers in the defence and settlement of any claim which is indemnifiable both by an underlying Insurance and this Policy, and in the exercise of any subrogation rights. The costs incurred in exercising such rights and any amounts recovered shall be apportioned to each party according to the sums paid or payable under the respective policies;



## 8. MOTOR

### 1. Definitions

For this section:

“You/your”

means the person in whose name this policy is issued and spouse

“Car”

means a private type of motor car (including station wagons, minibuses and the like, or similar vehicles) designed to seat ten persons or fewer (including the driver), and not exceeding 3500kg in gross vehicle mass.

“Light delivery vehicle / LDV”

means a light delivery vehicle (including a panel van or double cab) not exceeding 3500kg in gross vehicle mass.

“Vehicle”

means:

- i. a car (which includes a station wagon, a motorised caravan and a kombi/microbus/ minibus [or similar vehicle] designed or adapted to carry not more than ten occupants [including the driver])
- ii. a goods vehicle (which includes a light delivery vehicle and a panel van) with a gross vehicle mass not exceeding 3 500 kg owned by you and listed in the schedule
- iii. any vehicle (as defined in 1.2.1 and 1.2.2 above) provided it is not otherwise insured, hired, leased or temporarily used by you as a replacement for a vehicle insured under this section which is out of use for the purpose of overhaul, service and/or repair by the motor trade provided that the maximum we will pay will be the amount set out in below for the replaced vehicle.

“Sum insured”

means the amount stated in the schedule for which the vehicle is insured.

“Trailer”

means a vehicle (other than a caravan) which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.

“Caravan”

means a vehicle which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.

“License”

means a valid driver’s licence in compliance with legislation of the specific country where the vehicle is used at the time of loss or damage. A person who is learning to drive must comply with legislation concerning learner drivers.

“Countries”

mean the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi and Mozambique.



“Vehicle sharing”	means carrying of passengers for social reasons (inclusive of learner commuting) and commuting to and from work in vehicles that are not registered or licensed for commuting purposes.
“Retail value”	means the average price a dealer would sell the vehicle for - taking its age, condition and mileage into account.
“Trade value”	Finally, the trade value of the vehicle is the average price a dealer will pay you for your vehicle.
“Market value”	The market value is the average between the retail and trade value of your vehicle and is therefore lower than the retail value.
“Motor trade”	Means any motor dealer, showroom or motor trade agent

## 2. Basis of settlement

- a. If the vehicle or any part of it is lost or damaged, we will by payment or at our choice by repair or replacement indemnify you provided that:
  - i. the maximum we will pay will be the sum insured or the retail value of the vehicle at the time of loss or damage whichever is lower less the first amount payable (**excess**);
  - ii. if you chose to insure the vehicle for market value, then the maximum amount payable will be the retail value plus the trade value divided by two (the average between the retail and trade value). This value is lower than the retail value.

- b. If within 12 months and provided the vehicle has travelled less than 25 000 kilometres of its date of purchase as a new vehicle by you, the vehicle is:
  - i. stolen and not recovered or
  - ii. damaged and the assessed cost of repairs exceeds 70% of the current retail price of the same model vehicle;

the maximum we will pay will be the current purchase price at the time of the loss or damage of a new vehicle of the same model or the sum insured whichever is lower less the first amount payable.

- c. Should the credit shortfall option be selected on your policy and if the vehicle is:
  - i. stolen and not recovered or;
  - ii. damaged and we treat the vehicle as a total loss (repairs exceed 70% of retail value);

in addition to 2a or 2b above if the retail value of the vehicle (or the current purchase price in terms of 2b above, if applicable) is less than the amount owing by you under a valid instalment sale or lease agreement, we will pay the difference between the retail value and what you owe the bank (subject to the total payments including the payments under 2b. or 2b. above not exceeding the sum insured) less

- i. any payments and or interest in arrears;
- ii. early settlement penalties;
- iii. any other amounts refundable to you;
- iv. the first amount payable (excess);

The maximum amount payable for credit shortfall is limited to the following.

- i. The credit shortfall benefit payment is limited to a maximum of:
  - a. the difference between the outstanding amount owed to the bank in terms of any finance agreement and the retail value of the vehicle at the date of loss; or
  - b. 10% of retail value at the date of loss (if this option was selected); or
  - c. 20% of the retail value of the vehicle at the date of loss (if this option was selected)Whichever is the lesser;
- ii. we are not liable for any arrear instalments or rentals, or interest owing on the arrears;
- iii. we are not liable for any residual value that is recorded in the finance agreement;



- d. if any replacement part or fitment necessary for the repair of damage to the vehicle is not available as standard (ready manufactured) within the country in which the vehicle is being held for repair we will not be liable for more than the maker's latest list price in the country of origin plus import duty and the reasonable cost of freight (other than by air) as well as the estimated cost of fitting;
- e. if you declare on the claim form that the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment;
- f. If the vehicle or any part of it is lost or damaged by fire, lightning, explosion, theft or attempted theft we will by payment or at our choice by repair or replacement indemnify you provided that:
  - i. the maximum we will pay will be the sum insured or the reasonable retail value of the vehicle at the time of loss or damage whichever is lower less the first amount payable;
  - ii. if you chose to insure the vehicle for market value, then the maximum amount payable will be the retail value plus the trade value divided by two (the average between the retail and trade value). This value is lower than the retail value;
- g. if you declare on the claim form that the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

### 3. Protection and repair

If insured loss or damage occurs:

- a. we will pay the reasonable cost of protection and removal of the vehicle to the nearest repairer;
- b. you may authorise repairs resulting from accidental damage up to R7 500 following an insured event without our consent provided a detailed quotation is immediately given to us;
- c. You may authorise emergency mechanical repairs up to R5 000 in the following circumstances:
  - i. Such Authorisation may only be granted:
    - a. If such damage occurred due to a sudden and unforeseen event;
    - b. in the event that accidental damage or breakdown occurs, and such repairs are emergency repairs required to complete a journey to and from a holiday destination;
    - c. In the event that such repairs are necessary to ensure the safety of the driver and occupants of such vehicle;
    - d. If the damage was of an accidental nature;
  - ii. We will not be liable to cover mechanical breakdown or repairs if:
    - a. Such damage or breakdown happened as a result of any pre-existing mechanical issue that eventually resulted in such further damage or breakdown;
    - b. Such damage was as a result of wear and tear;
    - c. Damage is as a result of abuse;

### 4. Tow-in and safeguarding after accidental or mechanical breakdown ☹

Following a mechanical or electrical breakdown of the vehicle, we will pay for the reasonable cost of safeguarding and towing the vehicle, up to a maximum of R2 500 inclusive of VAT, provided our approved service providers are used. We will not be liable for any storage charges following mechanical breakdown.

Following accidental damage of the vehicle, we will pay for the reasonable cost of safeguarding and towing the vehicle, up to a maximum of R5 000 inclusive of VAT, of which the total liability for storage or safeguarding costs will be limited to R1500 provided our approved service providers are used. In the event that our service providers are not used, total liability for safeguarding and towing will be limited to R2500.00



**5. Emergency hotel expenses ⓘ (this does not apply if you claim under 4 x 4 cover extension)**

If you cannot complete your journey in the vehicle following loss or damage covered under this section that prevents you from continuing your journey, we will indemnify you for the actual accommodation costs incurred by you and any passenger/s travelling with you:

- a) Such accommodation costs will be limited to R 1000 per person per night for a maximum of one night;
- b) Accommodation will be covered for a maximum of two adults and three children;
- c) This benefit will only apply if the incident leading to a claim happened more than 100km from your home.

**6. Medical expenses ⓘ**

If any occupant of the vehicle sustains bodily injury as a direct result of an accident, we will pay the medical expenses in connection with the injury up to R1500 for each occupant injured.

**7. Trauma treatment ⓘ**

If you suffer a hijacking or attempted hijacking of the vehicle, we will pay for trauma treatment given by a registered professional counsellor up to R5 000 in total. Unless otherwise recoverable from any other insurance or facility such as medical aid.

**8. Emergency services ⓘ**

We will indemnify you for the full reasonable costs in respect of costs for emergency services you are liable to pay to any public authority following loss or damage to your vehicle, which is covered under this section.

**9. Territorial limits**

We will indemnify you for any occurrence, injury, loss, damage or liability caused whilst the insured vehicle is in the Republic of South Africa, Botswana, Lesotho, Namibia, Swaziland or Zimbabwe. We will also indemnify you against loss or damage to the caravan or trailer whilst in transit by sea or air, between ports or places in the territories above, including loading and unloading incidental to such transit.

**10. Special exclusions relating to the vehicle**

We will not be liable for:

- a. depreciation, wear and tear, gradually operating causes, failure or breakage;
- b. mechanical or electrical breakdown;
- c. loss or damage caused by rust, corrosion, mildew;
- d. damage to tyres unless some other part of the vehicle is damaged at the same time and due to the same cause;
- e. more than 5% of the sum insured (after the Motor Section first amount payable has been deducted from the claim) for any type of radio and other sound reproduction equipment (factory fitted sound system).

**11. Liability to third parties**

We will indemnify you against claimant's costs and expenses for which you become legally liable arising from a motor vehicle accident involving the insured vehicle (including attached trailer with a gross vehicle mass not exceeding 2000kg) up to the indemnity limit noted in the schedule for death of or bodily injury to any person or damage to property. We will pay costs and expenses incurred with our written consent.



We are entitled at our discretion to arrange for legal representation at any legal proceedings in respect of any death which may be the subject of indemnity under this section, or for legal representation at any criminal or civil proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this section.

In terms of and subject to the limitations of and for the purposes of this section we will also indemnify:

- a. any person who is driving or using the vehicle with your permission provided such person:
  - i. is not entitled to indemnity under any other policy;
  - ii. as though he were you is subject to the terms of the policy as far as they can apply;
  - iii. has not been refused any motor vehicle insurance;
- b. you against all amounts, including claimant's costs and expenses which you shall become legally liable to pay up to the indemnity limit as noted in the schedule in respect of death or bodily injury to any person and damage to tangible property whilst you are personally driving a private type motor car:
  - i. not owned by you and;
  - ii. not hired to you and;
  - iii. that is not under a credit or finance agreement;
  - iv. you are not purchasing the vehicle in terms of any credit agreement.

However, we will not compensate you for damage to the vehicle you are using.

- c. you while the insured vehicle is being used for the purpose of towing a single disabled vehicle, provided that:
  - i. the vehicle is not towed for reward;
  - ii. we will not be liable for damage caused to the towed vehicle or property being conveyed by such vehicle, or for injury or death to passengers being conveyed in or on the towed vehicle.

## 12. Special exclusions relating to liability to third parties

We shall not be liable for:

- a. any damages, costs, expenses or compensation or claim as falls within the scope of any statutory requirement in any of the territories in which cover provided by this policy applies, or of any amendment, replacement or substitution of any of the relevant enactments, or any similar relevant compulsory motor vehicle insurance legislation. This exception shall apply notwithstanding that no insurance required in terms of any enactment is in force or has been effected;
- b. death of or bodily injury to:
  - i. any person in your employment, or the employment of the driver, arising out of and in the course of such employment;
  - ii. any person who is a member of the same household or member of the same family as you or the driver;
  - iii. any person being carried in or on a part of the vehicle not designed for the carriage of passengers;
  - iv. any person being carried in a trailer or caravan;
  - v. any employee of yours or your family who is killed or injured in the course of such employment.
- c. damage or loss to property belonging to you or the driver, or held in trust by you or the driver, or within the custody or control of you or the driver, or being conveyed by, loaded onto or unloaded from such vehicle or trailer;
- d. so much of any compensation provided or insurable in terms of any motor vehicle insurance legislation;



- e. more than R 1 000 000 including all costs and expenses for death of or bodily injury to persons travelling in the vehicle if it is an open sports car or any other type of vehicle that does not have a permanently fixed metal roof over the area originally designed for the seating of the driver and passengers
- f. more than R2 500 000 including all costs and expenses for any one accident or series of accidents arising out of one event;
- g. more than R1 000 000 including all costs and expenses for any one accident or series of accidents arising out of one event if the driver at the time of the accident is under 25 years of age or has held a full driver's license for less than two years.

### 13. Special exclusions relating to the entire motor section

We will not be liable for loss, damage, injury or liability caused, sustained or incurred;

- a) outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe except for loss or damage to the vehicle while in transit by water between ports in the territorial limits;
- b) while the vehicle is being used:
  - i. by any person with your express or implied consent who is not duly and fully licensed to drive the insured vehicle in terms of the legislation applying to any territory within the territorial limits. This exclusion does not apply whilst the person driving the insured vehicle is learning to drive, and is complying with the laws and regulations in force relating to learner drivers;
  - ii. for a purpose other than in accordance with the Class of Use as described in this section;
  - iii. on any race track, off-road obstacle course or track.
  - iv. by you or the main driver or any person with your express or implied consent whilst under the influence of alcohol or drugs, or whilst the concentration of alcohol in the driver's blood or breath exceeds the statutory legal limit;
  - v. for commercial travelling; or a business or occupation other than noted when this policy was applied for;
  - vi. for carriage of passengers for hire or reward, hired, used for driving instruction for reward;
  - vii. for participation in, or instruction, or preparation for any race, rally, trial, pace-making or speed testing in any prearranged or organised event;
  - viii. on a racing circuit or track or on an off-road track or obstacle course;
  - ix. in the custody or control of a member of the motor trade, unless whilst being serviced or repaired;
  - x. in a condition, which does not comply with the provisions and regulations of The Road Traffic Ordinance of the Republic of South Africa or any similar legislation which applies to the territorial limits referred to in this section;
- c) While a goods vehicle is being used to carry goods for business or professional purposes;
- d) We will not be liable for any claim arising out of contract or agreement which would not have attached in the absence of such contract or agreement;
- e) consequential loss or damage from any cause;
- f) wear and tear or gradually operating causes;
- g) loss or damage caused by any domesticated animals or pets;
- h) mechanical, electric or electrical breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
- i) depreciation or diminution in value however arising, including diminution following damage insured under this policy and continuing after the repair of such damage;



- j) damage to tyres by braking or by road punctures, cuts or bursts except as the result of an accident causing other damage;
- k) damage caused by any pests such as rodents, ants and moths;
- l) damage to the suspension system due to inequalities of the road or other surface or the impact with such inequalities;
- m) Whilst stolen at a car wash if your vehicle was left there by you and your keys were handed over;
- n) Whilst the vehicle is in the custody of any motor dealer or dealer showroom or on consignment;
- o) Confiscation.

## 14. Special conditions

### a. First amount payable (excess)

In the event of loss or damage to the vehicle you will be responsible for the first amount payable (excess) as stated in the schedule.

### b. Class of use

#### 1. Private use

- I. Social
- II. Domestic
- III. Pleasure
- IV. Including travel to and from your home and permanent place of work, study or profession.

#### 2. Private and limited professional and business use

- I. Social,
- II. Domestic,
- III. Pleasure and professional use including travel to and from your home and permanent place of work,
- IV. Study or profession

This class of use is intended for people that mostly work in an office and use the vehicle for no more than 10% of their total weekly usage to attend external meetings. Including accountants, bookkeepers, attorneys, doctors, actuaries and architects.

#### 3. Private, professional and full business use (Business use)

- I. Social,
- II. Domestic,
- III. Pleasure,
- IV. Professional and full business use,
- V. Including travel to and from your home and permanent place of work, study or profession.

This class of use is intended for people who use the vehicle for more than 10% of their total weekly usage for business. Including representatives, other sales people, surveyors, assessors, private investigators, doctors, architects and accountants. Excluding the carrying of any goods for commercial purposes and any deliveries.

**Note that in any of the above categories, the following uses are excluded:**

- 1. Commercial travel;
- 2. renting the vehicle out;





3. Using the vehicle for something other than its manufacturer intended purpose;
4. the carrying of passengers for hire;
5. the carrying of fare-paying passengers;
6. paid driving instruction;
7. any racing, trials, rallies, speed contests or other contests;
8. obstacle courses or off-road courses;
9. or while in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle.
10. If you are unsure of the category of use that applies to your vehicle, please check the schedule.

**c. No carrying of explosives or hazardous goods**

You may not, under any circumstances, use your vehicle to carry explosives or hazardous goods. Examples of such goods are nitro-glycerine or dynamite; chemicals or compressed gas; gas in liquid form; hazardous waste and liquid petroleum.

**d. No use as a courier or transport contractor**

You may not, under any circumstances, use your vehicle as a courier or transport contractor.

**e. No carrying of fare-paying passengers**

- i. You are not permitted to use your vehicle to carry fare-paying passengers.
- ii. You may not use your vehicle as a bus or taxi.
- iii. If you do give other parties a lift regularly, and they pay you, then that payment should be only for the actual expenses incurred; it should not include a profit. In this case, the passengers will not be regarded as fare paying. An example of such an arrangement is vehicle-sharing or car-pooling.

**f. No overloading of goods**

- i. You may not overload your vehicle in terms of the law of the road.
- ii. Carrying more passengers or weight than the vehicle is licensed or designed to carry

The term "motor trade" will not invalidate any cover provided to you while the vehicle is in the custody or control of any member of the motor trade and used only for its maintenance or repair.

**g. Traffic offences**

You must notify us in writing immediately if you know of;

- i. the endorsement, suspension or cancellation of any driving licence issued to you or to your authorised driver or to your regular driver;
- ii. any driver of the vehicle being charged with or convicted of reckless, negligent or inconsiderate driving;
- iii. changes with regards to driving restrictions.

**h. Care of the vehicle**

You must take all reasonable steps to safeguard and protect the vehicle and maintain it in accordance with the roadworthy requirements of any legislation applying within the territorial limits. Failure to maintain a vehicle in a proper roadworthy condition will result in a claim being repudiated.



A pre-inspection certificate may be requested to verify the condition of the vehicle. In the event that such an inspection certificate was requested and not supplied, only third-party cover will apply. The following vehicles will require a pre-inspection to be conducted and a certificate submitted to us in order to be comprehensively covered:

- i. All second-hand vehicles bought and added to this section;
- ii. Any vehicles that was not comprehensively insured prior to the inception of cover on this policy;
- iii. For all vehicles where a break in comprehensive coverage took place for any reason whatsoever.

We will have access to examine the vehicle or any part of it at any time and your acceptance of this policy authorises us to have such access.

i. **Indemnity to others**

If more than one person is entitled to indemnity by this section any limitation applies to the total amount of indemnity and you will receive priority.

## 15. Clauses

- a. Third Party - Applies if the schedule shows the Cover as "Third party only" or "Third party" or "Third party cover". This means that own damage, fire and theft cover will be excluded.
- b. Third Party, Fire and Theft - Applies if the schedule shows the Cover as "Third Party, Fire and Theft" This means that cover for own damage will be excluded.
- c. "Own damage" refers to any damage to the insured vehicle regardless of cause.

## 16. Unavailable parts

- a. If a part that is needed to repair the vehicle after loss or damage has occurred, is not available as a standard (ready-made) part in the Republic of South Africa, we will pay an amount equal to the value of the part at the time of the loss or damage. The value of the part will be determined according to the price provided in the most recent catalogue or price list relative to the vehicle.
- b. The vehicle must be the subject of a valid claim. The amount includes the reasonable cost to transport the part (other than by air).

## 17. Interest of a title holder

- a. If a valid claim occurs and we are advised that the vehicle is the subject of a credit agreement as defined in the National Credit Act (Act 34 of 2005), you agree that we will pay the title holder shown in the agreement up to the outstanding amount only, limited to the value as shown in the Schedule for the vehicle.
- b. If the outstanding amount is less than the value as shown in the Schedule for the vehicle, we will pay the difference to you.

## 18. Security measures

a. Security device

If a security device is required, as described in the Schedule for the vehicle, loss of or damage to the vehicle after theft will be covered only if:

1. the required security device is installed in or on the vehicle;
2. the required security device is in a working condition;



3. the required security device is activated or put into operation when the vehicle is left unattended.

b. **Tracking device**

If a tracking device is required, as described in the Schedule for the vehicle, loss of or damage to the vehicle after theft, hijacking or attempted theft or hijacking will be covered only if:

1. the required tracking device is installed in or on the vehicle; a legally valid contract has been entered into between you and the supplier of the tracking device, this contract is in force, and the monthly fees had been paid in full at the time of any theft or hijacking or attempted theft or hijacking;
2. the required tracking device is activated and in operation at the time of any theft, hijacking or attempted theft or hijacking;
3. the theft or hijacking is immediately reported to the supplier of the required tracking device;
4. Either the required tracking device is self-testing, or you have arranged that it is tested at least once every three months.

## 19. 4 x 4 Cover – Optional cover

This cover only applies to a motor vehicle mentioned in the Schedule and Insured for Comprehensive cover under the motor section of this policy. Such cover is only available for vehicles eligible and designed to drive off-road within the acceptance limits of this policy. (Four-wheel drive vehicles). This cover will not apply if vehicles are used in any form of competitive event, racing of any kind or used on obstacle courses. In the event that cover and limits for the same cover are shown under another component of this section, it will be replaced by the cover and limits of this 4 x 4 cover extension, where applicable

- a. **Extended countries** - The countries are extended to include Angola, Zambia, Kenya, Tanzania, Burundi, Rwanda and the Democratic Republic of the Congo (DRC), subject to all the following conditions:
  1. if the vehicle is accidentally damaged and we have admitted liability for the damage, we will not authorise the repair of the damage before you have successfully returned the vehicle to the Republic of South Africa;
  2. if it is uneconomical to repair the vehicle and you do not return the vehicle to the Republic of South Africa, you have to prove that the vehicle is uneconomical to repair in any method acceptable to us, before we will accept your claim.
  3. We will determine the value of the wreckage at 20 % of the value for the vehicle as defined in the Schedule. We will subtract this amount from the amount of any settlement to you.
- b. **Emergency repairs**

We will compensate you for emergency repairs to your vehicle to allow you to continue your journey if you have a valid claim for the vehicle under this section.

  1. You may authorise these emergency repairs, without first obtaining our approval, only if the repairer gives you a full itemised invoice, which must be sent to us;
  2. Our compensation is limited to R 7 500 or the amount shown in the Schedule for accidental damage repairs and R 5 000 for mechanical repairs caused by an accident.
- c. **Winching equipment** ☹

We will compensate you for sudden and unforeseen mechanical or electrical breakdown, failure, or breakage of the winching equipment of the vehicle.



1. This cover excludes breakdown and failure or breakage:
  - i. associated with defective design, defective parts, defective repair or operation of the winching equipment beyond the stipulated levels recommended by the manufacturer or supplier;
  - ii. because of wear, tear or gradual deterioration of the equipment's consumable parts or components, or cable or coupling devices.
2. Our compensation is limited to the amount shown in the schedule

**d. Repatriation costs** ☹

If the vehicle is accidentally damaged and you have a valid claim for the vehicle under this section, we will pay the reasonable cost of returning it to the Republic of South Africa as long as we use our own service providers unless such service providers are not available and confirmed by us at the time of incident. Our compensation is limited to R 10 000 or the amount shown in the schedule.

**e. Extinguishing costs** ☹

We will compensate you for any costs relating to extinguishing or fighting fire if the fire posed a danger to your vehicle and if you are legally liable for these costs. Our compensation is limited to the amount shown in the schedule.

**f. Personal documents** ☹

1. We will compensate you for the cost of replacing:
  - i. lost or damaged personal document, comprising of your identity documents, passports, visas and vaccination certificates;
  - ii. any lost or damaged printed road maps or permits which allow the vehicle entry into or exit from countries;
2. Our compensation is limited to R 2 000 or the amount shown in the schedule.

**g. Medical expenses of passengers (your family)** ☹

After loss of or damage to the vehicle in which they travel, we will compensate you for medical expenses you incur and pay because of accidental bodily injury to members of your family, who normally live with you. At the time of the injury, the member of your family must be seated in the vehicle's permanent enclosed passenger-carrying compartment. It must not be possible to recover the medical expenses from any other insurance or facility. Our compensation is limited to R2 000 per passenger or the amount shown in the schedule.

**h. Loss of keys**

We will compensate you for the cost of replacing locks and keys, including any remote controls and, if necessary, the reprogramming of any coded security system of the vehicle. We will pay this compensation after:

1. The disappearance or theft of the keys or remote controls, or both;
2. The reasonable belief that an unauthorised person may be in possession of a duplicate key or remote control;
3. Damage to the locks;
4. Our compensation is limited to R 10 000 or the amount shown in the Schedule.

**i. Wreckage removal** ☹



We will compensate you for the costs of cleaning up and removing debris and wreckage of the vehicle if you have a valid claim for the vehicle under this section. Our compensation is limited to the amount shown in the schedule.

**j. Head, tail or spotlights**

We will compensate you for the costs of replacing any accidentally damaged head, tail or fitted spotlights even if there is no other damage to the vehicle. Our compensation is limited to the amount shown in the schedule.

**k. Tow-in cost and safeguarding after mechanical breakdown ☺**

We will compensate you for the reasonable cost of removing and safeguarding the vehicle if the vehicle breaks down mechanically or electrically:

1. This cover applies only once during any renewal period of cover provided by this section;
2. Our compensation is limited to R5 000 which includes a maximum of R2 000 for storage, provided you use our accredited service providers. If not, cover will be limited to a maximum of R2 500 for towing and storage and will not be held responsible for resultant or further damage to your vehicle.

**l. Trauma Treatment ☺**

We will compensate you for the expenses for trauma treatment that you incur and pay if you suffered a hijacking or attempted hijacking of the vehicle. The trauma treatment must be given by a registered professional counsellor. It must not be possible to recover the expenses from any other insurance or facility. Our compensation is limited to the amount shown in the schedule.

**m. Emergency accommodation (if not claiming under the standard cover)**

We will compensate you for up to two nights' accommodation for you and any passengers travelling with you if you cannot complete your journey in the vehicle because it has been lost or damaged.

1. Our compensation is limited to R 1250 per person per night for maximum of two nights.
2. Compensation is limited to two adults and three children.
3. This benefit will only apply if the incident leading to a claim happened more than 100km from your home.
4. This section will replace point 5 under the motor section if the vehicle covered hereunder is involved in the incident leading to the claim.

## **20. Compensation for car hire - optional cover if noted in the schedule to be included**

- a. If your vehicle is accidentally damaged or stolen and you have a valid claim under this section, we will provide you with a rental vehicle from the day we receive full information of the claim, if the vehicle:
  1. Is unusable or;
  2. Is being repaired or;
  3. Is damaged and in our opinion, cannot be economically repaired or;
  4. Has been stolen and not recovered within a reasonable period;
  5. If your insured vehicle is damaged, but drivable we will only provide you with a rental vehicle once your insured vehicle has been delivered to the panel beater appointed by your insurance provider.
- b. The type of rental vehicle will be a group B vehicle unless stated otherwise in your schedule;
- c. The rental period will commence upon delivery or collection of the rental vehicle as per (a) above;



- d. A rental vehicle will only be provided if;
  1. we have received full information about the loss or damage and have admitted liability in terms of this section of the policy;
  2. Your premiums are up to date.
- e. Our compensation will be for a maximum period of 30 consecutive days which will end at the earliest of the following dates:
  1. The date on which the vehicle repairs have been completed;
  2. The date on which we settle your claim;
  3. The date on which we replace your vehicle.

**Specific conditions**

1. If your motor vehicle claim is repudiated subsequent to your being provided with a rental vehicle, all car hire costs will be for your own account, and you will be required to reimburse us accordingly for any amounts that we may have paid for hiring the vehicle.
2. If your insured vehicle is not repaired within the maximum days permitted, you will be offered the option to continue renting on your own account discounted rates. (Upfront payment is required).
3. The rental vehicle provided will be a vehicle in the vehicle group selected, and for which premiums have been paid.
4. If restrictions on your license prohibits you from legally driving a vehicle in the group selected, or you require an upgrade, this can be arranged directly with us. Charges for upgrades whether by law or elected will be for your account. (Upfront payment is required).
5. The rental vehicle will be provided by the car rental supplier appointed by us.
6. You must sign all documentation required by the nominated car rental supplier and pay the required fuel deposit via credit card at the time of delivery, or collection of the rental vehicle. The terms and conditions of the nominated car rental supplier, a copy of which will be provided to you at the time of delivery, or collection of the rental vehicle shall apply, and you are advised to familiarize yourself with same.
7. The rental vehicle may only be driven by the nominated person in possession of a valid, unendorsed driver's license, as agreed with the car rental supplier.
8. The rental vehicle may not be driven beyond the borders of the Republic of South Africa, unless authorized by the car rental supplier in writing beforehand.

**Included:**

1. Unlimited kilometres;
2. Super Collision Damage Waiver (SCDW);
3. Super Theft Loss Waiver (STLW);
4. Contract Fee;
5. Value Added Tax @ 14 %;
6. One Way Drop-off Fee;
7. Tourism Levy;
8. Airport Surcharge;
9. One Additional Driver;
10. Young Driver Surcharge (with a valid driver's licence);
11. Delivery & collection within 25km radius of supplier branch during (office hours);

**Excluded:**

1. Rental deposit payable upfront for fuel usage, lubricants, toll fees and e-toll for the duration of the rental period (charged from depot to depot) payable upfront by credit card;



2. Refuelling of the vehicle;
3. Any admin or contract fees;
4. Any towing, storage or release costs;
5. Windscreen and tyre waivers
6. Delivery & collection from the suppliers' depot, business hours, after hours and public holidays (charged from depot to depot);
7. Excess amount, claim handling fee, roadside assist, towing and storage payable in the event of a claim for loss of, or damage to the hired car;
8. Any damage to tyres and windscreens or any damage by water or any undercarriage damage;
9. Traffic fines and traffic fine administration fees;
10. Additional Equipment (GPS, baby seat, bike racks, etc.);
11. Cross border fees;
12. Toll fees;
13. Valet charges;
14. Young driver surcharge or any additional driver charges;
15. Delivery & Collection outside 25 km radius of supplier branch (After Hours, Weekends & Public Holidays);
16. Personal Accident Insurance.



## 9. MOTOR CYCLES

### 1. Definitions

For this section

“ You”	means the person in whose name this policy is issued and spouse
“ Vehicle”	means a motor cycle or motor scooter (with or without side-car) listed in the schedule and owned by you
“ Sum insured”	means the amount stated in the schedule for the vehicle.
“Retail value”	means the average price a dealer would sell the vehicle for - taking its age, condition and mileage into account.
“Trade value”	Finally, the trade value of the vehicle is the average price a dealer will pay you for your vehicle.
“Market value”	The market value is the average between the retail and trade value of your vehicle and is therefore lower than the retail value.
“License”	means a valid driver’s licence in compliance with legislation of the specific country where the vehicle is used at the time of loss or damage. A person who is learning to drive must comply with legislation concerning learner drivers.
“Countries”	mean the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi and Mozambique.
“Motor trade”	Means any motor dealer, showroom or motor trade agent

### 2. Basis of settlement

If the vehicle or any part of it is lost or damaged, we will by payment or at our choice by repair or replacement indemnify you provided that:

- the maximum we will pay will be the sum insured or the reasonable retail value of the vehicle at the time of loss or damage whichever is lower, less the first amount payable;
- if any replacement part or fitment necessary for the repair of damage to the vehicle is not available as standard (ready manufactured) within the country in which the vehicle is being held for repair we will not be liable for more than the maker's latest list price in the country of origin plus import duty and the reasonable cost of freight (other than by air) as well as the estimated cost of fitting;
- if you declare on the claim form that the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The





receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

### 3. Protection and repair

If insured loss or damage occurs:

- a. we will pay the reasonable cost of protection and removal of the vehicle to the nearest repairer;
- b. You may authorise emergency mechanical or accidental damage repairs up to R5000 provided that:
  - i. such damage occurred due to a sudden and unforeseen event;
  - ii. accidental damage occurs, and such repairs are emergency repairs required to complete a journey to and from a holiday destination;
  - iii. such repairs are necessary to ensure the safety of the driver and passengers;
  - iv. the damage was of an accidental nature.
- c. We will not be liable to cover mechanical breakdown or repairs if:
  - i. Such damage or breakdown happened as a result of any pre-existing mechanical problems or defects that eventually resulted in such further damage or breakdown;
  - ii. Such damage was as a result of wear and tear or gradual operating causes;
  - iii. Damage is as a result of abuse.
  - iv. If such loss or damage is excluded under this policy

### 4. Tow-in and safeguarding after accidental or mechanical breakdown ⓘ

Following a mechanical or electrical breakdown of the vehicle, we will pay for the reasonable cost of safeguarding and towing the vehicle, up to a maximum of R 3 500 inclusive of VAT, provided our approved service providers are used.

Following accidental damage of the vehicle, we will pay for the reasonable cost of safeguarding and towing the vehicle, up to a maximum of R 12 500 inclusive of VAT of which storage costs are limited to R3000, provided our approved service providers are used.

If any other service provider is used, we will cover a maximum of R1500 for towing and safeguarding.

### 5. Delivery after repair

After repair of damage covered under this section, we will pay the reasonable cost of delivering the vehicle to your address stated in the schedule anywhere in South Africa limited to R3 000.

### 6. Territorial limits

We will indemnify you for any occurrence, injury, loss, damage or liability caused whilst the insured vehicle is in the Republic of South Africa, Botswana, Lesotho, Namibia, Swaziland or Zimbabwe. We will also indemnify you against loss or damage to the caravan or trailer whilst in transit by sea or air, between ports or places in the territories above, including loading and unloading incidental to such transit.

### 7. Emergency accommodation

- a. If you cannot complete your journey in the vehicle following loss or damage covered under this section, we will cover your hotel expenses up to R1 000 per person per night for any one claim for you and a passenger travelling with you subject to a maximum of two nights.
- b. This benefit will only apply if the incident leading to a claim happened more than 100km from your home



## 8. Emergency costs

We will pay for the full reasonable costs in respect of costs for emergency services you are liable to pay to any public authority following loss or damage to your vehicle which is covered under this section.

## 9. Special exclusions relating to the motorcycle section

We will not be liable for:

- a. more than R5000 in total for accessories unless:
  - i. supplied by the manufacturer of the vehicle when new as standard accessories;
  - ii. accessories have been specified separately;
  - iii. Unless there is visible damage to the motorcycle:
    1. Accessories must be fixed to the motorcycle and lockable;
    2. Accessories loosely left or loosely fitted onto the motorcycle will not be covered (for example fixed to the motorcycle with Velcro straps or clip-in straps etc.);
- b. any type of radio and other sound reproduction equipment;
- c. mechanical or electrical breakdown;
- d. depreciation, wear and tear, gradually operating causes, failure or breakage;
- e. loss or damage caused by rust, corrosion, mildew;
- f. wear and tear, gradually operating causes or damage caused by any pests such as rodents, ants and moths.
- g. damage to tyres unless some other part of the vehicle is damaged at the same time with the same cause.

## 10. Liability to third parties

We will indemnify you against claimant's costs and expenses for which you become legally liable arising from an accident involving the insured vehicle up to the indemnity limit noted in the schedule for death of or bodily injury to any person or damage to tangible property. We will pay costs and expenses incurred with our written consent.

We are entitled at our discretion to arrange for legal representation at any legal proceedings in respect of any death which may be the subject of indemnity under this section, or for legal representation at any criminal or civil proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this section.

## 11. Special exclusions relating to liability to third parties

We shall not be liable for:

- a. any damages, costs, expenses or compensation or claim as falls within the scope of any statutory requirement in any of the territories in which cover provided by this policy applies, or of any amendment, replacement or substitution of any of the relevant enactments, or any similar relevant compulsory motor vehicle insurance legislation. This exception shall apply notwithstanding that no insurance required in terms of any enactment is in force or has been effected;
- b. death of or bodily injury to:
  - i. any person in your employment, or the employment of the driver, arising out of and in the course of such employment;
  - ii. any person who is a member of the same household or member of the same family as you or the driver;



- iii. any person being carried in or on a part of the vehicle not designed for the carriage of passengers;
- iv. any person being carried in a trailer or sidecar;
- v. an employee, other than your Domestic employees, of yours or your family who is killed or injured in the course of such employment;
- c. damage or loss to property belonging to you or the driver, or held in trust by you or the driver, or within the custody or control of you or the driver, or being conveyed by, loaded onto or unloaded from such vehicle, trailer or sidecar;
- d. so much of any compensation provided or insurable in terms of any motor vehicle insurance legislation;
- e. more than R2 500 000 including all costs and expenses for any one accident or series of accidents arising out of one event;
- f. more than R1 000 000 including all costs and expenses for any one accident or series of accidents arising out of one event if the driver at the time of the accident is under 25 years of age or has held a full driver's license for less than two years.

## **12. Special exclusions relating to the entire motorcycle section**

- a. We will not be liable for loss, damage, injury or liability caused, sustained or incurred;
  - i. outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe except for loss or damage to the vehicle while in transit by water between ports in the territorial limits;
  - ii. while the vehicle is being used:
    - 1. by any person with your express or implied consent who is not duly and fully licensed to drive the insured vehicle in terms of the legislation applying to any territory within the territorial limits. This exclusion does not apply whilst the person driving the insured vehicle is learning to drive, and is complying with the laws and regulations in force relating to learner drivers;
    - 2. for a purpose other than in accordance with the Class of Use (see 13b);
    - 3. by you or the main driver or any person with your express or implied consent whilst under the influence of alcohol or drugs, or whilst the concentration of alcohol in the driver's blood or breath exceeds the statutory legal limit;
    - 4. for commercial travelling; or a business or occupation other than noted when this policy was applied for;
    - 5. for carriage of passengers for hire or reward, hired, used for driving instruction for reward;
    - 6. for participation in, or instruction, or preparation for any race, rally, trial, pace-making or speed testing in any prearranged or organised event;
    - 7. on a racing circuit, obstacle course or track including enduro tracks;
    - 8. in the custody or control of a member of the motor trade, unless whilst being serviced or repaired;
    - 9. in a condition, which does not comply with the provisions and regulations of The Road Traffic Ordinance of the Republic of South Africa or any similar legislation which applies to the territorial limits referred to in special exclusion of this section;
    - 10. while the vehicle is being used to carry goods for business or professional purposes.
    - 11. We will not be liable for any claim arising out of contract or agreement which would not have attached in the absence of such contract or agreement;
  - iii. consequential loss or damage from any cause;



- iv. wear and tear or gradually operating causes;
- v. loss or damage caused by any domesticated animals or pets;
- vi. mechanical, electric or electrical breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
- vii. Damage caused by the use of incorrect fuels, oils or parts;
- viii. depreciation or diminution in value however arising, including diminution following damage insured under this policy and continuing after the repair of such damage;
- ix. damage to tyres by braking or by road punctures, cuts or bursts except as the result of an accident causing other damage;
- x. damage to the suspension system due to inequalities of the road or other surface or the impact with such inequalities;
- xi. confiscation.

### 13. Special conditions

#### a. First amount payable (excess)

- i. In the event of loss or damage to the vehicle you will be responsible for the first amount payable stated in the schedule. You must immediately repay us any first amount payable we may have paid.

#### b. Classes of use

##### i. Private use

- 1. Social,
- 2. Domestic,
- 3. Pleasure,

Including travel to and from your home and permanent place of work, study or profession.

##### ii. Private and limited professional and business use

- 1. Social,
- 2. Domestic,
- 3. Pleasure and professional use including travel to and from your home and permanent place of work,
- 4. Study or profession.

This class of use is intended for people that mostly work in an office and use the vehicle for no more than 10% of their total weekly usage to attend external meetings. Including accountants, bookkeepers, attorneys, doctors, actuaries and architects.

##### iii. Private, professional and full business use

- 1. Social,
- 2. Domestic,
- 3. Pleasure,
- 4. Professional and full business use,
- 5. Including travel to and from your home and permanent place of work, study or profession.

Note that in both of the above categories, the following uses are excluded:



- i. Commercial travel; renting the vehicle out; the carrying of passengers for hire; the carrying of fare-paying passengers; paid driving instruction; racing; speed or other contests; rallies; trials; or while in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle;
  - ii. If you are unsure of the category of use that applies to your vehicle, please check the schedule.
  
- c. **No carrying of explosives or hazardous goods**  
You may not, under any circumstances, use your vehicle to carry explosives or hazardous goods. Examples of such goods are nitro-glycerine or dynamite; chemicals or compressed gas; gas in liquid form; hazardous waste and liquid petroleum.
  
- d. **No use as a courier or transport contractor**  
You may not, under any circumstances, use your vehicle as a courier or transport contractor.
  
- e. **No carrying of fare-paying passengers**
  - i. You are not permitted to use your vehicle to carry fare-paying passengers.
  - ii. If you do give other parties a lift regularly, and they pay you, then that payment should be only for the actual expenses incurred; it should not include a profit. In this case, the passengers will not be regarded as fare paying. An example of such an arrangement is vehicle-sharing or car-pooling.
  
- f. **No overloading of goods**
  - i. You may not overload your vehicle in terms of the law of the road.
  - ii. Carrying more passengers or weight than the vehicle is licensed or designed to carry
  
- g. **Traffic offences**
  - i. the endorsement, suspension or cancellation of any driving license issued to you or your authorised driver;
  - ii. any driver of the vehicle being charged with or convicted of reckless, negligent or inconsiderate driving;
  - iii. changes with regards to driving restrictions.

#### 14. Care of the vehicle

You must take all reasonable steps to safeguard and protect the vehicle and maintain it in accordance with the roadworthy requirements of any legislation applying within the territorial limits. We will have access to examine the vehicle or any part of it at any time.

#### 15. Indemnity to others

If more than one person is entitled to indemnity by this section any limitation applies to the total amount of indemnity and you will receive priority.

#### 16. Clauses

- a. Third party, Fire and Theft. Applies if the schedule shows the Cover as "Third Party, Fire and Theft" This means that own damage will be excluded



- b. Third party cover applies if the schedule shows the cover as “Third party” This means that own damage, fire and theft will be excluded.

### **17. Repatriation costs**

If the vehicle is accidentally damaged and you have a valid claim for the vehicle under this section, outside the Republic of South Africa, you will have to carry the cost to get it to the border of South Africa. From the border, we will arrange and carry the cost to be transported to and delivered to an approved service provider. Such costs will be limited to R10 000 for tow in of which a maximum of R3000 payable for storage. If you use your own service providers in South Africa, we will pay a maximum of R2500 for tow in and storage and we will not be held responsible for further damage to your vehicle. Our compensation as per limit shown in Schedule.

### **18. Extinguishing costs**

We will compensate you for any costs relating to extinguishing or fighting fire if the fire posed a danger to your vehicle and if you are legally liable for these costs. Our compensation as per limit shown in Schedule.

### **27. Personal documents**

- a. We will compensate you for the cost of replacing:
  - i. lost or damaged personal document, comprising of your identity documents, passports, visas and vaccination certificates;
  - ii. any lost or damaged printed road maps or permits which allow the vehicle entry into or exit from countries.
- b. Our compensation as per limit shown in Schedule.

### **28. Medical expenses of passengers (your family)**

After loss of or damage to the vehicle on which they travel, we will compensate you for medical expenses you incur and pay because of accidental bodily injury to a member of your family, who normally live with you. It must not be possible to recover the medical expenses from any other insurance or facility. Compensation is limited to R 1500.

### **29. Loss of keys**

We will compensate you for the cost of replacing locks and keys, including any remote controls and, if necessary, the reprogramming of any coded security system of the vehicle. The compensation is limited to R5000. We will pay this compensation after:

- a. the disappearance or theft of the keys or remote controls, or both;
- b. the reasonable belief that an unauthorised person may be in possession of a duplicate key or remote control;
- c. damage to the locks.

### **30. Wreckage removal**

- a. We will compensate you for the costs of cleaning up and removing debris and wreckage of the vehicle if you have a valid claim for the vehicle under this section.
- b. Our compensation as per limit shown in Schedule.

### **31. Head, tail or spotlights**

We will compensate you for the costs of replacing any accidentally damaged head, tail or fitted spotlights even if there is no other damage to the vehicle. Our compensation as per limit shown in Schedule.



### **32. Tow-in cost and safeguarding after mechanical breakdown**

- a. We will compensate you for the reasonable cost of removing and safeguarding the vehicle if the vehicle breaks down mechanically or electrically.
- b. This cover applies only once during any renewal period of cover provided by this section.
- c. Our compensation is limited to R 10 000 which includes a maximum of R 3000 for storage, provided you use our accredited service providers. If not, we will only pay R2000 for tow in and R1000 for storage in total and we will not be held responsible for further damage to your vehicle.

### **33. Trauma treatment**

We will compensate you for the expenses for trauma treatment that you incur and pay if you suffered a hijacking or attempted hijacking of the vehicle. The trauma treatment must be given by a registered professional counsellor. It must not be possible to recover the expenses from any other insurance or facility. Our compensation as per limit shown in Schedule.

### **34. Unavailable parts**

- a. If a part that is needed to repair the vehicle after loss or damage has occurred, is not available as a
- b. standard (ready-made) part in the Republic of South Africa, we will pay an amount equal to the value of the part at the time of the loss or damage. The value of the part will be determined according to the price provided in the most recent catalogue or price list relative to the vehicle.
- c. The vehicle must be the subject of a valid claim. The amount includes the reasonable cost to transport the part (other than by air).

### **35. Interest of a title holder**

- a. If a valid claim occurs and we are advised that the vehicle is the subject of a credit agreement as defined in the National Credit Act (Act 34 of 2005), you agree that we will pay the title holder shown in the agreement up to the outstanding amount only, limited to the value as shown in the Schedule for the vehicle.
- b. If the outstanding amount is less than the value as shown in the Schedule for the vehicle, we will pay the difference to you.

### **36. Security measures**

- a. Security device:  
If a security device is required, as described in the Schedule for the vehicle, loss of or damage to the vehicle after theft will be covered only if:
  1. the required security device is installed in or on the vehicle;
  2. the required security device is in a working condition;
  3. the required security device is activated or put into operation when the vehicle is left unattended.
- b. Tracking device:  
If a tracking device is required, as described in the Schedule for the vehicle, loss of or damage to the vehicle after theft, hijacking or attempted theft or hijacking will be covered only if:
  1. the required tracking device is installed in or on the vehicle; a legally valid contract has been entered into between you and the supplier of the tracking device, this contract is in force, and



the monthly fees had been paid in full at the time of any theft or hijacking or attempted theft or hijacking;

2. the required tracking device is activated and in operation at the time of any theft, hijacking or attempted theft or hijacking;
3. the theft or hijacking is immediately reported to the supplier of the required tracking device;
4. either the required tracking device is self-testing, or you have arranged that it is tested at least once every six months.

## 10. CARAVANS AND TRAILERS

### 1. Definitions

For this section

- “ You ” means the person in whose name this policy is issued and spouse
- “ Vehicle ” means a trailer or caravan which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle
- “ Sum insured ” means the amount stated in the schedule for the vehicle.
- “ License ” means a valid driver’s licence in compliance with legislation of the specific country where the vehicle is used at the time of loss or damage. A person who is learning to drive must comply with legislation concerning learner drivers. A code EB license is required to tow any trailer or caravan with a gross vehicle mass that exceed 750kg. Please pay attention to the license requirements imposed on trailers and caravans.
- “ Countries ” mean the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi and Mozambique.

### 2. Basis of settlement

We will indemnify you against loss of or damage to the caravan or trailer described in the schedule, and its permanently fitted factory standard accessories and spare parts. We will at our own option repair, reinstate or replace the caravan or trailer or any of its parts or its permanently fitted accessories or spare parts, or may pay in cash the amount of the loss or damage provided that:

- a. the maximum we will pay will be the sum insured or the reasonable market value of the caravan or trailer at the time of loss or damage whichever is lower less the first amount payable (excess);
- b. if any replacement part or fitment necessary for the repair of damage to the caravan or trailer is not available as standard (ready manufactured) within the country in which the vehicle is being held for repair we will not be liable for more than the maker's latest list price in the country of origin plus import duty and the reasonable cost of freight (other than by air) as well as the estimated cost of fitting;
- c. If we are advised that the caravan or trailer is the subject of a credit agreement as defined in the National Credit Act (Act 34 of 2005), you agree that we will pay the title holder shown in the





agreement up to the outstanding amount, limited to the maximum amount payable. If the outstanding amount is less than the maximum amount payable, we will pay the difference to you;

### **3. Protection and repair**

If insured loss or damage occurs, we will pay the reasonable cost of protection and removal of the caravan or trailer to the nearest repairer as described in 4 below.

### **4. Tow-in and safeguarding after mechanical breakdown**

Following a mechanical or electrical breakdown of the vehicle, we will pay for the reasonable cost of safeguarding and towing the vehicle, up to a maximum of R10 000 inclusive of storage costs (limited to R3000) provided you use our accredited service providers. If you use your own service provider, then tow-in and storage costs will be limited to R2500 total.

### **5. Delivery after repair**

After repair of damage covered under this section, we will pay the reasonable cost of delivering the vehicle to your address stated in the schedule anywhere within South Africa. We will compensate you up to R2500.

### **6. Emergency costs**

We will pay the full reasonable costs in respect of costs for emergency services you are liable to pay to any public authority following loss or damage to your vehicle which is covered under this section.

### **7. Territorial limits**

We will indemnify you for any occurrence, injury, loss, damage or liability caused whilst the insured caravan or trailer is in the Republic of South Africa, Botswana, Lesotho, Namibia, Swaziland or Zimbabwe. We will also indemnify you against loss or damage to the caravan or trailer whilst in transit by sea or air, between ports or places in the territories above, including loading and unloading incidental to such transit.

### **8. Locks keys and remote controls**

We will indemnify you for costs reasonably incurred as a result of any keys, locks or remote controls for the caravan or trailer being lost or damaged up to the amount noted in the schedule, and subject to the excess noted in the schedule.

### **9. Special exclusions**

We will not be liable for:

- a. depreciation, wear and tear, mechanical or electrical breakdown, gradually operating causes, failure or breakage;
- b. loss or damage caused by rust, corrosion, mildew;
- c. wear and tear, gradually operating causes or damage caused by any pests such as rodents, ants and moths.
- d. damage to tyres unless some other part of the vehicle is damaged at the same time and caused by the same event that leads to a claimable event.

### **10. Liability to third parties**

- a. In the event of an accident caused by or in connection with the vehicle we will indemnify you against all sums including claimant's costs and expenses for which you become legally liable following:
  - i. death of or bodily injury to any person;



- ii. damage to property.
- b. We will pay costs and expenses incurred with our written consent.
- c. We may arrange for:
  - i. representation at any inquiry into death;
  - ii. the defence of criminal proceedings arising from any act related to an indemnifiable event.

## **11. Special exclusions relating to liability to third parties**

We will not be liable for:

- a. death of or bodily injury to:
  - i. a person being carried in the vehicle;
  - ii. a member of your family normally resident with you;
  - iii. an employee, other than your Domestic employees, of yours or your family who is killed or injured in the course of such employment.
  
- b. damage to property:
  - i. belonging to or held in trust by or in the custody or control of you or your family;
  - ii. being carried in the vehicle;
  - iii. so much of any compensation provided or insurable in terms of any motor vehicle insurance legislation;
  - iv. more than R2 500 000 including all costs expenses for any one accident or series of accidents arising out of one event provided that if at the time of an accident the vehicle is attached to a self-propelled vehicle insured under the Motor section of this policy, Liability to Third Parties (see 8 above) will be deemed to be deleted.

## **12. Special exclusions relating to the entire caravan and trailer section**

- a. We will not be liable for loss, damage, injury or liability caused, sustained or incurred:
  - i. outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe except for loss or damage to the vehicle while in transit by water between ports in the territorial limits;
  - ii. while the vehicle is being used:
    - 1. for purposes other than social domestic and pleasure;
    - 2. in a condition which does not comply with the provisions and regulations of The Road Traffic Ordinance of the Republic of South Africa or any similar legislation which applies to the territorial limits referred to in special exclusion 10.a.i of this section;
  - iii. while the vehicle is attached to a self-propelled vehicle being driven:
    - 1. by you (or any person with your consent) unless licensed to drive the self-propelled vehicle in terms of legislation applying to the territory in which the vehicle is being driven or used;
    - 2. This exclusion will not apply if the self-propelled vehicle is being driven by a learner driver (with your consent) provided the legislation relating to learner drivers is being complied with;
    - 3. by you while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your blood exceeds the statutory limit;
    - 4. by any person, with your consent, who is under the influence of intoxicating liquor or drugs;
  - iv. by fraud or dishonesty by any person to whom the vehicle is on loan or hire.



- b. We will not be liable for any claim arising out of contract or agreement, which would not have attached in the absence of such contract or agreement;
- c. loss or damage caused by any domesticated animals or pets.

### 13. Special conditions

**a. First amount payable**

In the event of loss or damage to the vehicle you will be responsible for the first amount payable stated in the schedule. You must immediately repay us any first amount payable we may have paid:

**b. Traffic offences**

You must notify us in writing immediately you know of the endorsement, suspension or cancellation of any driving licence issued to you or your authorised driver

**c. Care of the vehicle**

You must take all reasonable steps to safeguard and protect the vehicle and maintain it in accordance with the roadworthy requirements of any legislation applying within the territorial limits. We will have access to examine the vehicle or any part of it at any time.

**d. Indemnity to others**

If more than one person is entitled to indemnity by this section any limitation applies to the total amount of indemnity and you will receive priority.

### 14. Optional cover – Credit shortfall

If the caravan or trailer is financed in terms of the National Credit Act (Act 34 of 2005), and stolen and not recovered, or in our opinion damaged beyond economical repair, we will pay the difference between the retail value of the insured caravan or trailer and the outstanding settlement in terms of the credit agreement that you entered into, provided that:

- a. our liability is limited to either 10% or 20% of the retail value of the caravan or trailer, as noted in the schedule, or R 200,000, whichever is the lesser;
- b. we are not liable for any arrear instalments or rentals, or interest owing on the arrears;
- c. we are not liable for any residual value that is recorded in the finance agreement.



## 11. WATERCRAFT

### 1. Definitions

For this section

***“ YOU ”***

means the person in whose name this policy is issued and spouse

***“ VESSEL ” / “ WATERCRAFT ”***

yacht, motor boat, rubber duck, bow rider, sail boat, ski boat, jetski and the like (excluding vessels with a maximum speed exceeding 70km/hour and/or more than 8 meters long) listed in the schedule and owned by you, and is deemed to consist of the hull, motors and other fittings and/or accessories that would normally be sold with the vessel, but EXCLUDING the trailer and/or sextants, nautical books, oilskins, sea boots and yachting clothes and any other additional or special equipment

***“ SUM INSURED ”***

means the amount stated in the schedule for the vessel.

### 2. Basis of settlement

If the vessel or any part of it is lost or damaged, we will by payment or at our choice by repair or replacement indemnify you provided that:

- a. the maximum we will pay will be the sum insured or the reasonable market value of the vessel at the time of loss or damage whichever is lower less the first amount payable (excess);
- b. if the vessel at the time of any loss or damage is of greater value than the sum insured, you will be your own insurer for the difference and will bear a rateable proportion of the loss;
- c. if within 12 months of its purchase as a new vessel by you the vessel is:
  - i. stolen or sunk and not recovered;
  - ii. damaged and the assessed cost of repairs exceeds 65% of the current retail price of the same model vessel as new the maximum we will pay will be the purchase price at the time of the loss or damage of the same model vessel as new or the sum insured whichever is lower less the first amount payable (excess);
- d. if the vessel is:
  - i. stolen or sunk and not recovered;
  - ii. damaged and we treat the vessel as a total loss;



in addition to 2a or 2c above, if the reasonable market value of the vessel (or the current purchase price in terms of 2c above if applicable) is less than the amount owing by you under a valid instalment sale or lease agreement, we will pay the difference (subject to the total payments including the payments under 2a or 2c above not exceeding the sum insured) less:

- i. any payments or instalments in arrears;
  - ii. early settlement penalties or discounts;
  - iii. any other amounts refundable to you;
  - iv. the first amount payable;
  - v. any shortfall resulting from the vessel being underinsured and the application of 2a above;
- e. if any replacement part or fitment necessary for the repair of damage to the vessel is not available as standard (ready manufactured) within the Republic of South Africa, we will not be liable for more than the makers latest list price in the country of origin plus import duty and the reasonable cost of freight (other than by air) as well as the estimated cost of fitting;
- f. if you declare on the claim form that the vessel is the subject of an instalment sale or lease agreement, any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

### **3. Inspection of the hull after stranding, sinking or collision**

We will indemnify you in respect of the reasonable costs incurred by you to inspect the hull of the vessel for possible damage that may have occurred due to stranding, sinking or collision.

### **4. Cost to prevent a Loss**

We will indemnify you in respect of the reasonable costs incurred by you to prevent or reduce loss or damage covered under this section.

### **5. Protection and repair**

If insured loss or damage (excluding mechanical breakdown) occurs and the vessel is not in working order, we will pay the reasonable cost of protection and removal of the vessel to the nearest repairer. Such compensation will be limited to R 10 000 total including the cost of storage (limited to R 3000) if our approved service providers are used. If you use your own service providers, then compensation will be limited to R 2500.

### **6. Delivery after repair**

After repair of damage covered under this section we will pay the reasonable cost to deliver the vessel to the address where you normally keep your vessel.

### **7. Salvage costs**

We will indemnify you in respect of the reasonable cost you incur, with our written consent, for salvaging (lifting out, removal or destruction of the wreckage) the vessel.

### **8. Medical benefits**

If any occupant of the vessel sustains bodily injury as a direct result of sinking or collision, we will pay the medical expenses in connection with the injury up to R2 000 for each occupant injured.

### **9. Emergency costs**



We will indemnify you up to R20 000 in respect of costs for emergency services you are liable to pay to any public authority following loss or damage to your vessel which is covered under this section.

## 10. Trauma treatment

If you suffer a hijacking or attempted hijacking of the vessel, we will pay for trauma treatment given by a registered professional counsellor up to R5 000 in total.

## 11. Special exclusions relating to the vessel

We will not be liable for:

- a. the first amount payable stated in the schedule of any claim (or in the policy wording if more specific and greater);
- b. Loss or damage while the vessel is used for any purpose other than private and pleasure;
- c. Loss or damage while the vessel is let out, on hire or charter;
- d. Loss of or damage while participating in racing, trials, speed tests or the like;
- e. Damage due to or caused by wear and tear or gradual operating causes;
- f. Damage or loss when left moored or anchored unattended off an exposed beach or shore, and it becomes stranded, sunk, swamped or breaks;
- g. wear and tear, gradually operating causes or damage caused by any pests such as rodents, ants and moths.
- h. Mechanical or electrical breakdown;
- i. adrift, resulting from;
- a. loss or damage as a result of:
  - i. gradual causes (such as wear, tear, rust, mildew, corrosion, decay, deterioration from use)
  - ii. mechanical, electrical or electronic breakdown, failures, or breakages including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
  - iii. scratching, bruising or denting arising from transit, loading or offloading.
- b. loss or damage:
  - i. caused by household pests (such as rodents, ants and moths);
  - ii. caused by cleaning, repairing, restoring or maintenance;
  - iii. caused by the action of light or atmospheric conditions;
  - iv. caused by a latent defect in the vessel's design or construction;
  - v. to sails and protective covers torn by wind or blown away while being hoisted;
  - vi. caused by the vessel not being seaworthy (means in a condition that it is not safe to be used on water);
  - vii. of or to fixtures, fittings, equipment or outboard motors that are not securely bolted to the vessel;
  - viii. to sails or protective coverings split by the wind or blown away while being hoisted;
  - ix. to jetski's or wet bikes in the open or on a trailer if left unattended;
- c. depreciation in value whether from repairs or otherwise;
- d. theft or attempted theft of fixtures, fittings or motors that are not securely bolted to the watercraft;
- e. loss of or damage to any watercraft in the open or on a trailer if left unattended;
- f. the cost of making good a glitter or decorative finish other than the surface area actually damaged;
- g. confiscation;
- h. craft exceeding 8 meters in length unless agreed by us in writing;
- i. craft that is not seaworthy;



- j. craft used for hiring;
- k. craft used as a houseboat;
- l. craft designed for high speed (more than 100kmph);
- m. damage whilst on tow except in distress.

## 12. Liability to third parties

- a. In the event of an accident caused by or in connection with the vessel we will indemnify you against all sums including claimant's costs and expenses for which you become legally liable following:
  - i. death of or bodily injury to any person;
  - ii. damage to property.
- b. In terms of liability to third parties 12a above we will indemnify any person who is piloting the vessel with your permission provided such a person:
  - i. is not entitled to indemnity under any other policy;
  - ii. as though he were you is subject to the terms of the policy as far as they can apply;
  - iii. has not been refused any insurance for a sailboat, motorboat or small water craft.
- c. In terms of liability to third parties 12.a above we will indemnify a water-skier whilst being towed by the vessel provided such person:
  - i. is not entitled to indemnity under any other policy;
  - ii. as though he were you is subject to the terms of the policy as far as they can apply.

Cover subject to maximum of R 1 000 000 or sum insured as shown in the schedule if stated to be included.

## 13. Special exclusions relating to liability to third parties

We will not be liable for:

- a. more than R1 000 000 including all costs and expenses for any one accident or series of accidents arising out of one event;
- b. death of or bodily injury to:
  - i. a member of your family;
  - ii. any person employed by you under a contract of service or apprenticeship who is killed or injured in the course of such employment;
  - iii. any fare paying passengers and loss of or damage to their property;
  - iv. any person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation;
  - v. any person engaged in kiting or other airborne sport whilst being towed by the watercraft;
- c. loss of or damage to property belonging to or held in trust by or in the custody or control of you or your family;
- d. loss, damage, injury or liability:
  - i. arising whilst the vessel is being towed by any motor vehicle;
  - ii. involving a trailer except when intentionally not coupled to a towing vehicle;
  - iii. arising whilst the vessel is not seaworthy (means in a condition that it is not safe to be used on water);
  - iv. accepted by agreement which would not have attached in the absence of the agreement.

We will not indemnify you, or the permitted user, or water skier against any legal liability for:

- a. death or bodily injury to any person employed by you or the permitted user or water skier;
- b. claims arising from any person engaged in kiting or other airborne sport whilst being towed by the insured watercraft or preparing to be towed by the insured watercraft until safely back on board the insured watercraft;



- c. claims arising while the insured watercraft is in transit by mechanically propelled road vehicle, rail, ship or aircraft;
- d. death or bodily injury in respect of fare-paying passengers and loss of or damage to their property;
- e. death or bodily injury to any person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation.

#### **14. Special exclusions relating to the entire watercraft section**

We will not be liable for any loss, damage, injury or liability caused, sustained or incurred

- a. outside the territorial limits of Namibia and the Republic of South Africa and, subject to a maximum cruising limit of 25 nautical miles, off the coast of these countries and Botswana, Lesotho and Swaziland;
- b. by any domesticated animals or pets;
- c. while the vessel is let out on hire or charter or used in connection with any business, trade or occupation or for other than private purposes;
- d. while the vessel is being used for racing of any type, speed or other contests of any type, competitions or tests (including regattas), or trials in connection therewith. This exclusion will not apply if the vessel is a sailing boat or yacht and the vessel is only under sail power;
- e. while the vessel is being piloted by a person who does not hold a valid skipper's licence required in terms of relevant shipping legislation or whilst the vessel or the pilot does not comply with the relevant legislation applicable to the use of the vessel.

We will not be liable for loss, damage or liability:

- a. whilst the insured watercraft is being piloted by any person who is not in possession of the relevant skipper's licence;
- b. whilst the insured watercraft is being piloted by any person whilst under the influence of alcohol or drugs, or whilst the concentration of alcohol in the pilot's blood or breath exceeds 0.05grams per 100ml;
- c. whilst the insured watercraft is being used for any purpose other than private and pleasure use;
- d. whilst the insured watercraft is being let out on hire or charter;
- e. whilst the insured watercraft is being towed on water except when in need of assistance;
- f. whilst the insured watercraft is towing or salvaging a watercraft other than one in distress;
- g. whilst the insured watercraft is towing or salvaging a watercraft (whether or not in distress) under a contract arranged prior to commencing towing or salvaging;
- h. whilst the insured watercraft is participating in racing or speed tests, or any trials;
- i. whilst the insured watercraft is left moored or anchored unattended off an exposed beach or shore and it becomes stranded, sunk, swamped or breaks adrift;
- j. if the insured watercraft is used or occupied as a house boat or permanent residence;
- k. if the insured watercraft is not maintained in a proper state of repair and seaworthiness;
- l. as a result of wear, tear, depreciation, gradually operating causes, rust or oxidation, corrosion, moth, vermin or insects, warping or shrinkage, rot, fungus, mould, or infestation;
- m. as a result of mechanical or electrical breakdown of machinery, engines, motors, batteries and their connections (other than the shaft and propeller) unless occasioned by external causes not otherwise excluded;
- n. to sails or protective coverings split by the wind or blown away while being hoisted;
- o. xv. as a result of theft or attempted theft of fixtures, fittings, equipment or outboard motors that are not securely bolted to the watercraft if the watercraft is unattended, or not in a locked garage;
- p. of personal effects, consumable stores, fishing gear or moorings;





- q. as a result of fire or explosion unless the insured watercraft is equipped in the engine room or engine space, tank space and galley with an automatic fire extinguishing system or one having controls at the steering position;
- r. to jet skis or wet bikes in the open or on a trailer if left unattended.

### **15. Special conditions relating to the entire small craft section**

It is a condition of this insurance that:

- a. the vessel is conveyed on a properly constructed and designed trailer or in or on a suitably modified vehicle;
- b. where the vessel is being launched through surf or being used on the open sea, the vessel be fitted with at least two motors in workable and readily usable condition.

### **16. Extinguishing costs**

We will compensate you for any costs relating to extinguishing or fighting fire if the fire posed a danger to your vehicle and if you are legally liable for these costs. Our compensation as per limit shown in Schedule.

### **17. Medical expenses of passengers (your family)**

After loss of or damage to the vehicle in which they travel, we will compensate you for medical expenses you incur and pay because of accidental bodily injury to members of your family, who normally live with you. At the time of the injury, the member of your family must be seated in the vehicle's permanent enclosed passenger-carrying compartment. It must not be possible to recover the medical expenses from any other insurance, medical aid or facility. Our compensation as per limit shown in Schedule.

### **18. Loss of keys**

- a. We will compensate you for the cost of replacing locks and keys, including any remote controls and, if necessary, the reprogramming of any coded security system of the vehicle. We will pay this compensation after:
  - i. the disappearance or theft of the keys or remote controls, or both;
  - ii. the reasonable belief that an unauthorised person may be in possession of a duplicate key or remote control;
  - iii. damage to the locks.
- b. Our compensation is limited to the amount shown in the Schedule.

### **19. Wreckage removal**

We will compensate you for the costs of cleaning up and removing debris and wreckage of the vehicle if you have a valid claim for the vehicle under this section. Our compensation as per limit shown in Schedule.

### **20. Tow-in cost and safeguarding after mechanical breakdown**

- a. We will compensate you for the reasonable cost of removing and safeguarding the vehicle if the trailer used to carry the vehicle breaks down mechanically.
- b. This cover applies only once during any renewal period of cover provided by this section.
  - i. Our compensation is limited to R10 000 which includes a maximum of R3 000 for storage, provided you use our approved / accredited service providers. If not, we will only pay R2000 for tow in and R1000 for storage in total



## 21. Trauma treatment

We will compensate you for the expenses for trauma treatment that you incur and pay if you suffered a hijacking or attempted hijacking of the vehicle. The trauma treatment must be given by a registered professional counsellor. It must not be possible to recover the expenses from any other insurance or facility. Our compensation as per limit shown in Schedule.

## 22. Unavailable parts

If a part that is needed to repair the vehicle after loss or damage has occurred, is not available as a standard (ready-made) part in the Republic of South Africa, we will pay an amount equal to the value of the part at the time of the loss or damage. The value of the part will be determined according to the price provided in the most recent catalogue or price list relative to the vehicle. The vehicle must be the subject of a valid claim. The amount includes the reasonable cost to transport the part (other than by air).

## 23. Interest of a title holder

If a valid claim occurs and we are advised that the vehicle is the subject of a credit agreement as defined in the National Credit Act (Act 34 of 2005), you agree that we will pay the title holder shown in the agreement up to the outstanding amount only, limited to the value as shown in the Schedule for the vehicle. If the outstanding amount is less than the value as shown in the Schedule for the vehicle, we will pay the difference to you.

## 24. Security Measures

### a. Security device:

- i. If a security device is required, as described in the Schedule for the vessel, loss of or damage to the vessel after theft will be covered only if;
- ii. the required security device is installed in or on the vessel;
- iii. the required security device is in a working condition;
- iv. the required security device is activated or put into operation when the vessel is left unattended.

### b. Tracking Device:

- i. If a tracking device is required, as described in the Schedule for the vessel, loss of or damage to the vessel after theft, hijacking or attempted theft or hijacking will be covered only if:
  1. the required tracking device is installed in or on the vessel; a legally valid contract has been entered into between you and the supplier of the tracking device, this contract is in force, and the monthly fees had been paid in full at the time of any theft or hijacking or attempted theft or hijacking;
  2. the required tracking device is activated and in operation at the time of any theft, hijacking or attempted theft or hijacking;
  3. the theft or hijacking is immediately reported to the supplier of the required tracking device;
  4. either the required tracking device is self-testing, or you have arranged that it is tested at least once every six months.



## 12. SASRIA

1. SASRIA insurance (generally known as unrest, riot, strike or public disorder cover) will be arranged for the property insured by the Buildings, Contents, All Risks, Motor, Motor Cycles, Caravans and Trailers, and Small Craft sections with SASRIA SOC Limited by us. This insurance is limited to events occurring in the Republic of South Africa only. The premium for this SASRIA cover is stated on the schedule and a separate policy/certificate is issued by us on behalf of SASRIA SOC Limited. Specimens of the policy/certificate wordings follow.
2. The coupon policy wording in respect of property covered under the buildings, contents, all risks and small craft sections.
  - a. SASRIA SOC LIMITED
  - b. Reg. No. 19791000287106
3. Coupon policy for special risks insurance
  - a. In consideration of the prior payment of the premium stated in the Schedule and the receipt thereof by or on behalf of Sasria SOC Limited, (hereinafter called Sasria) and subject to the insurers policy being current and valid at the effective date as stated in the Schedule, Sasria will by payment or at its option by reinstatement or repair indemnify the insured during the Period of Insurance up to an amount not exceeding the total sum insured in respect of each item and not exceeding in the aggregate during the said Period of Insurance, the total insured value, or the aggregate limits of liability as stated in the proviso hereunder, whichever is the less against loss of or damage to the property insured directly related to or caused by:
    - i. any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;



- ii. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against 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;
  - iii. any riot, strike or public disorder, or; any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
  - iv. any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
  - v. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.
  
- 4. NOTE: In this Coupon Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.
  - a. Provided that:
    - i. Notwithstanding anything to the contrary, where One Insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and or Motor) issued by or on behalf of SASRIA, the aggregate liability of SASRIA under all such Insurances shall be limited to the sum of R500 million, during a calendar year where the property insured is in the Republic of South Africa.
    - ii. For this purpose, ONE INSURED shall mean:
      - 1. Any Single One Insured, or a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973).
    - iii. In the case of One Insureds other than Companies, Sasria reserves the right to determine who the One Insured is for this purpose.
  
- 5. Provided further that this insurance does not cover:
  - a. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenantable;
  - b. loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;
  - c. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
  
- 6. Nuclear/chemical/biological terrorism exclusion
  - a. it is agreed that, regardless of any contributory cause(s), this insurance does not cover loss (es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.
  - b. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and I or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and /or to put the public, or any section of the public in fear.
  - c. If it is alleged that by reason of this exclusion any loss (es) is not covered by this Coupon I Policy the burden of providing the contrary shall be upon the insured.



7. Special conditions

- a. It is a condition precedent to any liability that at the time of the happening of any occurrence given rise to a loss in terms of this Coupon Policy there shall be in force the Nominated Insurer's Policy covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.
- b. All the terms, conditions, exclusions, exceptions and warranties applicable to the Nominated Insurer's.
- c. Policy, other than:
  - i. (a) Exception A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi); and
  - ii. the Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above;
  - iii. any excess, deductible or similar payment to be met by the Insured in terms of the Nominated Insurer's Policy;
    1. shall be deemed to be incorporated in this Coupon Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

8. Memorandum

- a. The reference to Exceptions A(i), A(iii)(b), A(v), A(vi) and A(vii) and to the Burden of Proof Clause in Exception A is a reference to those Exceptions as they appear in the Standard SAi.A. Exceptions which the Nominated Insurer is obliged to incorporate in his Policy. Should the numbering in the Nominated Insurer's Policy not correspond with the numbering of the Standard SAi.A Exceptions the above references shall apply to the corresponding Exceptions in the Nominated Insurer's Policy mutatis mutandis.
- b. If the property covered in terms of the attached Schedule shall at the commencement of any destruction of or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this consideration.

9. Any adjustment of Premium Clause or Condition in the Nominated Insurer's Policy shall not be applicable to this Coupon Policy.

10. No alteration of this Coupon Policy is valid unless signed by a Director of Sasria

11. Any Reinstatement Value Conditions in the Nominated Insurers Policy shall be applicable to this Coupon Policy except insofar as it relates to Motor Vehicles.

12. The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.

*THE POLICY WORDING IN RESPECT OF PROPERTY COVERED UNDER THE MOTOR, MOTOR CYCLES AND CARAVAN AND TRAILER SECTIONS.*



## 13. CONDITIONS - SASRIA

### 1. Subrogation

The Insured shall at the request and at the expense of Sasria do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Sasria for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which Sasria shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under the Policy, whether such acts or things shall be or become necessary or required before or after the indemnification by Sasria.

### 2. Contribution

If at the time any claim arises under this policy, there is any other existing insurance covering the same loss or damage Sasria shall not be liable to pay or contribute more than its rateable share of any loss or damage.

### 3. Precautions

The Insured shall take all reasonable steps to safeguard against loss or damage to the Property described in the Schedule to this Policy.

### 4. Transfer

Nothing contained in this Policy shall give any rights against Sasria to any person other than the Insured. Sasria shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

### 5. Arbitration

- a. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine.
- b. Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration the award of the Arbitrator (s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against Sasria under this Policy.



## **6. Limitation**

In no case whatsoever shall Sasria be liable under this Policy after the expiration of 12 months from the happening of the event unless the claim is then the subject of Arbitration, or Court proceedings already instituted.

## **7. Average**

If the property insured hereby shall at the commencement of any destruction or damage to such property be of greater value than the total value on risk appearing in the Schedule to this Policy in the case of the Motor Dealer or Fleet Owner then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

## **8. Total Loss of Property**

If any motor car or other vehicle described in the definition of "property" above be treated as a total loss by Sasria then all cover in terms of this Policy shall terminate in respect of such motor car or vehicle from the date of such total loss and no refund of premium shall be payable to the Insured.

## **9. Premium**

Notwithstanding that the Period of Insurance stated in the Schedule to this Policy may be less than 12 months the minimum premium payable by the Insured shall be the full annual premium.

## **10. Validity**

This Policy shall not be valid unless countersigned by the Nominated Insurer.

## **11. Alteration of Use of Property Insured**

Sasria shall not be liable in respect of any loss of or damage to the property if at the time of such loss or damage the property was being used by the Insured or any person acting with the knowledge of the Insured in any manner which would ordinarily have required the property to be insured in a higher rated category than that used for determining the premium shown in the Schedule.

## **12. Territorial Limitation**

The cover is restricted to property within the Republic of South Africa.

## **13. Cancellation**

This Policy may be cancelled at any time at the request of the Insured but in such cases no refund or pro-rata refund of premium shall become payable.

## **14. Fraud**

If the claim be in any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy and if any destruction or damage be occasioned by the wilful act and with any connivance of the Insured, all benefit under this Policy shall be forfeited.

## **15. Misrepresentation**

This Policy shall be voidable in the event of any material misrepresentation, misdescription or non-disclosure.

## **16. Reporting Claims to Authorities**



All events which may give rise to a claim in terms of this policy must be reported to the South African Police as soon as reasonably possible.