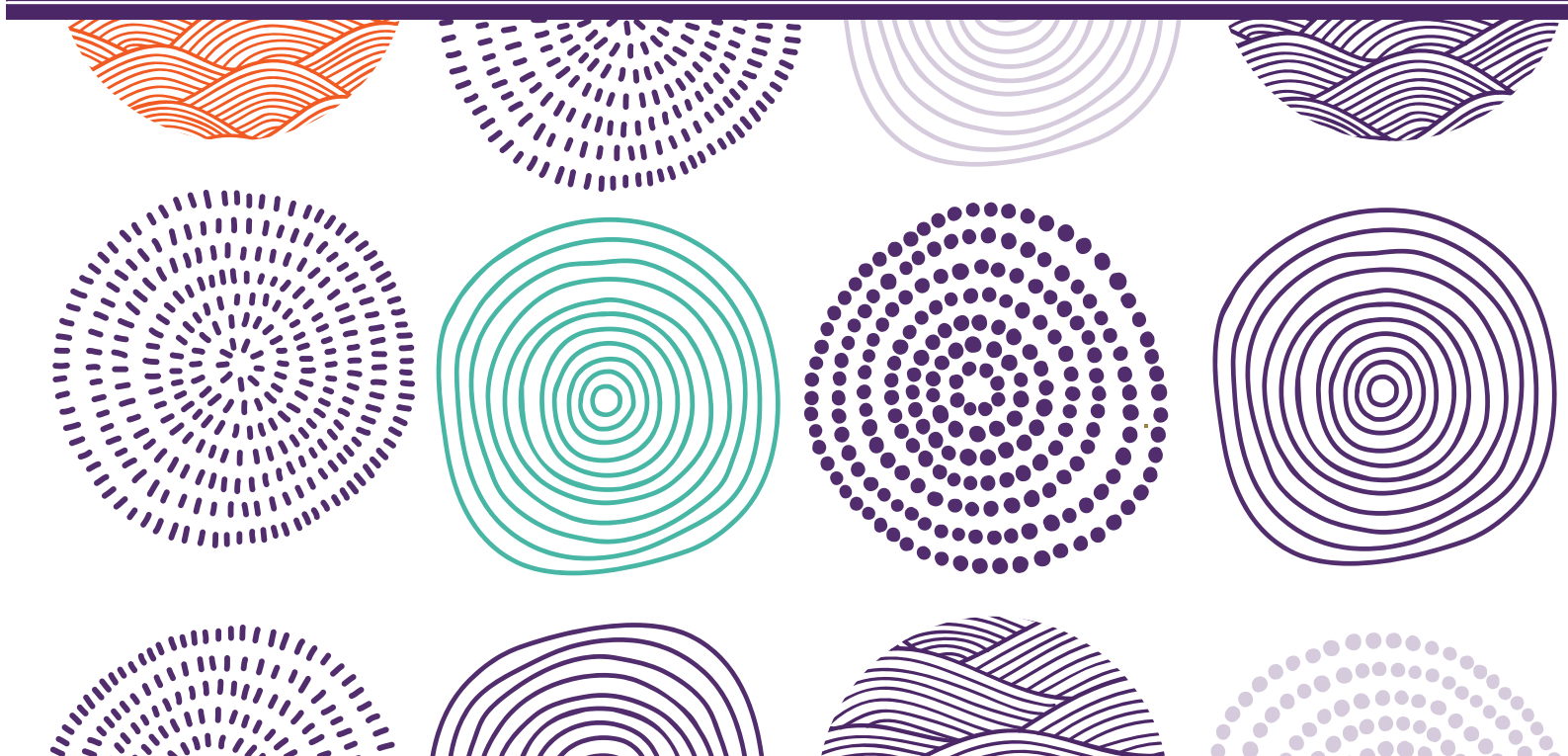


**Policy Wording  
Private Portfolio**

**Hollard.**  
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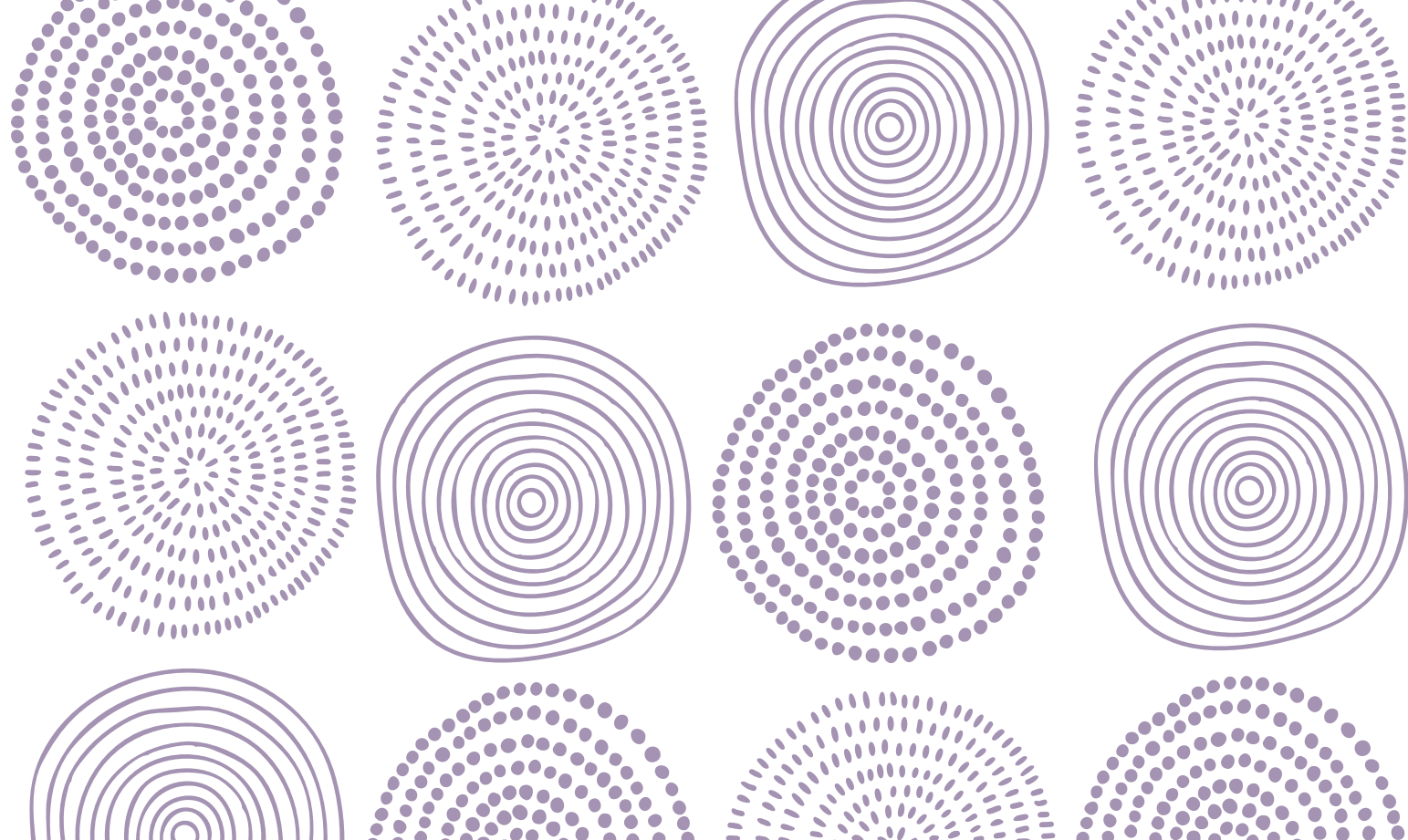
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### WHAT YOU CAN CLAIM FOR

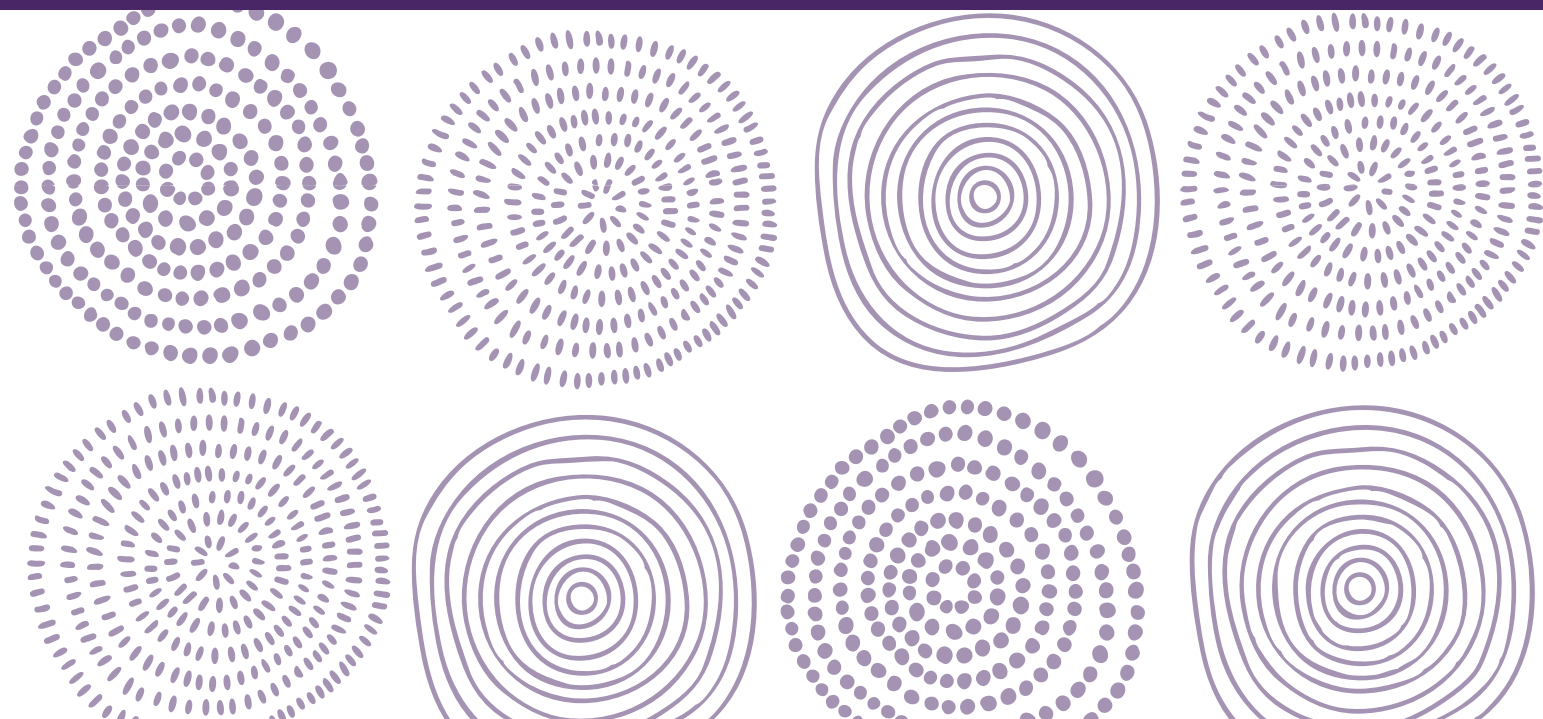
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*Understanding your policy*



## GETTING STARTED

### Understanding your policy

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## Key terms to understand

<b>Schedule</b>	The section of the policy that explains what you're covered for, and for how much. It also includes additional documents such as the Excess and Limit sections and endorsements applicable
<b>Claim</b>	When you ask us to compensate you for loss or damage
<b>Loss</b>	When the insured property is damaged and cannot be repaired; or we are of the view that it is uneconomical to repair; or if your property has been lost or stolen
<b>Damage</b>	When damage to your property can be repaired
<b>Insured event</b>	When something happens that you are allowed to claim for
<b>Excess</b>	The amount that you must pay for any claim

## Why the Schedule is so important

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

- how much you pay in premiums and fees
- how much your excess is
- which parts of your property are covered by the policy
- what kinds of cover you have chosen
- what sums insured/limits you are covered for
- what your security requirements are.

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

## How to contact us

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

The Manager – Hollard Broker Markets  
The Hollard Insurance Company Limited  
PO Box 87419  
Houghton 2041

Tel: 011 351-5000  
Fax: 011 351-8012  
Website: [www.hollard.co.za](http://www.hollard.co.za)

## Complaints procedure

If you have a complaint about this policy or the service you received from us, please contact your broker to discuss your dispute. Should your dispute not be resolved, please escalate your complaint to us at:

The Manager – Hollard Broker Markets	Tel:	011 351-5000
The Hollard Insurance Company Limited	Fax:	011 351-8012
PO Box 87419	Email:	HBMcomplaints@hollard.co.za
Houghton 2041	Website:	www.hollard.co.za

## What to do if your claim is rejected

### You may appeal

If we reject or dispute your claim, you have the right to appeal that decision. Send your complaint, in writing, to The Hollard Insurance Company Limited, at the contact address provided above.

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

### You may also contact the Ombudsman

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

Ombudsman for Short-term Insurance	Tel:	086 066-2837
PO Box 32334	Fax:	011 726-5501
Braamfontein 2017		

## Important information

For information purposes only – the following does not form part of your insurance contract:

- You must be informed of any material changes to the details of the Intermediary and us.
- We may not cancel your policy merely by informing your Intermediary. There is an obligation to make sure the notice has been given to you as required by law.

### Warning

- Do not sign any blank or partially completed application forms.
- Complete all forms in ink.
- Keep all documents handed to you.
- Make notes as to what is said to you.
- Do not be pressured into buying this Policy.
- Incorrect information or non-disclosure by you may impact on any claims arising from your contract of insurance.

## Understanding all the legal stuff

### **This is a legal contract**

This policy wording and the Schedule are simply a legal contract between you (the person listed in the Schedule) and us (The Hollard Insurance Co. Ltd, Reg. No: 1952/003004/06).

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

### **Making things as clear as possible**

The policy is designed to avoid confusion, so any word that has been formally defined – for example, *claim* or *insured event* – shall have that meaning wherever it appears.

All the headings that you see are merely to help you find information quickly. But remember that they are merely summaries; you must read the detail underneath. The content of the clauses will always be the final authority in the event of any dispute around meaning or interpretation.

### **This is YOUR policy**

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

### **Insurable interest**

You can only claim for items in which you have an insurable interest – i.e. items which, if lost or damaged, cause you to be worse off financially.

For example, you have an insurable interest in your own house, because if it is damaged, it results in a loss for you. However, damage to your neighbour's house does not leave you financially worse off, so you have no insurable interest in it, and therefore cannot claim for it.

## Sasria (Applies only in South Africa)

### **Sasria**

Sasria SOC Ltd Reg: (1979/10002871/06) is an insurance company that covers your property for extraordinary, unusual insurance events. You have the choice to take out cover provided by Sasria for loss or damage to your property if it is caused by unrest, riot, strike or public disorder. The Sasria cover is not underwritten by us and it is provided according to the terms of the Sasria SOC Ltd coupon.

Sasria cover applies in South Africa only. Please turn to the end of this document for the full list of cover as described by Sasria itself.



## YOUR RESPONSIBILITIES AS THE POLICYHOLDER

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## Your responsibilities as the policyholder

### **Give us accurate information**

You must make sure that all the information you give us about yourself, your property and your risk profile is accurate. This will include information about your financial situation, such as insolvency. Incomplete or incorrect information could affect the validity of your policy, and may result in us voiding your policy.

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

### **We may check all information**

In order to ensure that your risk profile is correct, we may verify all information you give us – including your credit rating, claim history with other insurers and your safety record as a driver. If any information is found to be missing or incorrect, we may reject your claim or cancel your policy.

### **Be aware of how we use this information**

Please note that the information you give us will be stored on databases and shared with other parties in the insurance industry in order to gather industry statistics, improve the quality of risk assessment and combat fraudulent claims. It is important to understand that this information will remain at the disposal of these parties, even after your policy with us ends.

### **Keeping pace with inflation**

Every month, your sum insured will be increased by an appropriate percentage so that it keeps pace with inflation. At your policy renewal date, the increased sum insured will be formally reflected in your Schedule, and your premiums will be adjusted accordingly.

This applies to the following sections:

- House contents
- Buildings
- All Risks – Unspecified property

It remains your responsibility to ensure that you are adequately insured at all times.

### **Prevent/minimise loss or damage**

You must take all reasonable steps to prevent loss or damage, death, bodily injury, liability and accidents and reduce the damage to your insured property after an event, or we might not compensate you for any loss or damage. For example, if you have a leak in your pipes that causes flooding in your home, you have a responsibility to call in a plumber to turn off the flow of water to prevent further flooding; you cannot just leave things as they are.

## **Tell us if you wish to cancel the policy**

You may cancel the policy at any time. If we wish to cancel the policy, however, we must give you 30 days' written notice.

If your policy is an annual one, we will have the right to keep a small portion of any premiums we refund to you.

## **Tell us of any material changes**

A material change is one that could affect your risk profile – for example, a move to a new address, a change in your financial situation, taking up a dangerous sport like hang-gliding or a change in the regular driver of your vehicle. You must tell us of any such changes, for they may affect the level of your premiums, and other terms and conditions.

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

We are allowed to request a change in the policy from you – for example, an upgrade of your alarm system – provided we give you 30 days in which to do it.

## **Avoid fraud**

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

Examples of fraudulent behaviour are:

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

## **Observe all terms and conditions**

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

Some conditions are so strict that they are actually guarantees on your part – for example, all jewellery and watches valued at more than the limit stated in the schedule must be kept locked away in a safe.

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

## **Pay your premiums on time**

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

### Monthly premiums

Monthly premiums are payable by bank debit order unless we have agreed otherwise, but only as an interim arrangement.

Your very first premium must be paid on time in advance; there is no grace period for the very first premium.

A grace period is where we have agreed to keep you covered for a specific period, although your premium for that period has not been paid on time. The grace period always ends on the date the next premium is due.

If you miss a payment for any subsequent month, we will keep you covered for that month as a grace period. We will, however, request payment (by debit order) of two months' premium the following month. If we do not receive the two months' premium, or you instruct your bank to stop the payment, your policy will be automatically cancelled. This cancellation will be backdated to the date on which your first payment was supposed to have been made. No cash payment by you after the grace period, without our prior agreement, will be accepted or will reverse this cancellation.

### Annual premiums

If you are paying annually, you are allowed a 30-day grace period after the start of your policy to settle your payment. If you miss this deadline, your policy will automatically lapse. Any claims you may make during the grace period will not be settled until you pay all premiums still outstanding, or agree to them being deducted from any settlement.

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## How much we pay

### We restore your original financial position

When we settle a claim with you, our objective is to leave you in the same financial position as you were before the loss occurred. This may be based on:

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

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

#### Example

##### *Value*

If your three-year-old television set is stolen, we may buy you a new one or pay the price of a new one. If your photo album or digital camera is lost, however, we pay only for the album or camera, and not the sentimental value of the photos they contain. If your television set is damaged by lightning and we cannot repair it we will buy you a new one or pay out. The damaged item (salvage) then becomes our property and you may not dispose of it before we agree to it.

##### *Salvage*

Any insured property that we decide is uneconomical to repair or any lost or stolen property which is recovered is referred to as salvage and becomes our property after the settlement of your claim.

This means that any salvage always becomes our property after we have paid out your claim.

### We always decide how we pay out

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

### You cannot claim more than the actual loss

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

### You cannot claim more than the sum insured

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

#### Example

If your new car is stolen, we may buy you a new one or pay the price of a new one. The amount paid will never exceed the sum insured or the new list price, whichever is the lesser amount.

## How we may settle a third-party liability claim

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

## We do not pay interest

Although we strive to settle all claims promptly, we cannot be held responsible for any interest on an outstanding claim. We do not pay interest on any amount due by us unless ordered to do so by a South African court of law or agreed arbitrator.

## The pay-out is always reduced by the excess

Don't forget that for every valid claim, you will always have to pay the first amount, also known as the excess. For example, if there is an excess of R1 000 on a R20 000 claim, then the pay-out from us will be R19 000. The excess payable on all claims is listed in the Schedule.

## Wait before disposing of damaged property

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

## What happens if you are under-insured?

If you insure something for less than its value – i.e. you are under-insured – then you will have to bear a proportion of any loss in the event of a claim. In calculating this, we will apply the principle of average.

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

### Example

Your household contents are insured with us for R200 000, but the cost to replace all the items is R400 000. This means you are under-insured by half (or 50%). Put another way, you are only ever insured for half of any claim you make.

So if R50 000 worth of your contents is stolen in a theft, we can pay out only half of R50 000 – or R25 000. This is referred to as the principle of average.

*The pay-out is calculated as follows:*

Replacement value	R400 000
Sum insured	R200 000
Stolen contents	R50 000

*Under-insurance calculation:*

$$\frac{R200\,000}{R400\,000} \times \frac{R50\,000}{1} = R25\,000 \text{ (less any excess applicable)}$$

## How to claim

### Step 1: Tell us right away

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

### Step 2: Do not admit liability

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

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

### Step 3: Inform the police

Inform the police immediately after the event. This is particularly important when property has been stolen, a motor accident has occurred, people have been injured or died, or a criminal act is suspected. Take all reasonable steps to recover any stolen property and, where safe to do so, find the guilty person.

### Step 4: Send us the following within 30 days

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

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

### Step 5: Send us all other documents you may receive

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

### Step 6: Help us with any legal proceedings

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

### Sign a release

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

### Claim procedure is at your own expense

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



## Time limits that affect your claim

### Don't miss these key deadlines

- 90 days  
If we formally reject or dispute a claim, you have 90 days to appeal this decision with us.
- 180 days  
If we maintain our rejection, you have a further 180 days to start any legal action against us.
- 365 days  
Your claim will no longer be legally enforceable after 365 days, unless you have started legal action against us, or the claim concerns your legal liability towards a third party.

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

## Other points to note

### Sum insured will not be reduced

This point is applicable to the following sections of this policy: Household Contents, Buildings and All Risks (unspecified items). It states that the sum insured will not be reduced after we have compensated you for a claim. We may, however, require you to pay an additional premium for the increase of the sum insured to the original amount from the date of loss to the next renewal date.

### Cover applies in RSA and neighbouring countries

The cover in this policy is valid within the territorial limits of South Africa, as well as the following countries: Botswana, Lesotho, Namibia, Swaziland, Malawi, Mozambique, Zambia and Zimbabwe. We may agree to extend the territorial limits on our terms.

### Bringing damaged property back to South Africa

If you want to claim for property damaged outside of South Africa, you must first bring it back into the country or to the nearest border post. You have to do this at your own expense, unless we have agreed to pay.

### South African law applies

This policy is subject to South African law.

### Keeping within the law

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

### **How claiming affects your premium**

Whenever you are paid out for a claim, you may find that your premium is increased.

### **No refund after total loss claims**

If a claim amounts to a total loss under any section, such as a theft of a ring under the Household Contents section or write-off under the Motor section, we will not refund you any part of the premium for that section, even if there is a remaining period of insurance. For example, if you have lost a ring or your vehicle is a write-off in the middle of the period of insurance, the premium you paid for the full insurance period is regarded as earned by us and no refund is due to you.

If you then replace your ring or vehicle and add it to your policy, you will have to pay an additional premium for the property in the remaining insurance period. Check your Schedule now to see what your insurance period is.

### **Trade and economic sanctions**

We cannot provide any cover where to do so would violate trade or economic sanctions. Should we become aware of the fact that you are subject to such sanctions, we would have to void (cancel) your policy from its start date. We will refund any premiums due to you, and no claims will be payable.

### **Malicious damage**

We cover you for malicious damage to your insured property under the sections you have chosen.

Malicious damage occurs when someone (other than you or any of your beneficiaries) performs an act deliberately designed to cause you damage.

An example is someone deliberately scratching the paintwork of your car, or painting graffiti on your wall.

You are not covered for malicious damage if:

- you lend, let or sub-let your home, unless you can prove that it was not caused by your tenant; or
- your home or outbuildings are being structurally altered; or
- you leave it unoccupied for more than 60 days in any 12-month period.

You are not covered for malicious damage inside your home and outbuildings if they do not comply with the minimum security requirements when the premises are unoccupied.

## WHAT WE DO NOT COVER

### GENERAL EXCEPTIONS

---

*You cannot claim for:*

#### **Theft by false pretences**

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

#### **Wear and tear**

This means gradual deterioration as a result of normal usage or the passage of time. It includes the gradual influence of light and weather conditions. Typical examples are worn tyres on your car from driving, and peeling paintwork on your home from exposure to the elements or from rising damp.

Certain extensions of cover such as geyser maintenance, when stated as covered, will override this exception.

#### **Liability by agreement**

You cannot, in an agreement you might sign with a third party (for example, a builder), accept liability for something that you could not reasonably be held liable for in the first place. For example, you cannot accept liability for the actions of a builder who is renovating your home, for that is clearly his responsibility.

#### **Dispossession or nationalisation**

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

#### **Consequential loss**

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

The only time we cover you for consequential loss is when it is specified as part of your policy.

### GENERAL EXCLUSIONS

---

*You cannot claim for:*

#### **Asbestos**

This refers to any loss or damage that arises as a result of contact with asbestos in any form or quantity. This is because of the inherently hazardous nature of the substance.

#### **Damage caused by incidents covered by legislation**

This refers to any event for which a compensation fund has already been set up under relevant government legislation, whether in South Africa or any other country where the policy applies. An example of such legislation in South Africa is the War Damages Insurance and Compensation Act (Act 85 of 1976).

### **Certain computer risks**

This refers to the failure of any piece of computing equipment, or any of its associated hardware and peripherals, to recognise a date, leading to the inability to perform its computing functions. It also includes costs and expenses incurred by you to reinstate data or programs lost as a result of accidental erasure. This is on condition that the lost data or programs were not caused by:

- program errors
- a virus or malware (harmful software such as viruses or Trojans)
- inadvertent cancellation, corruption of data or incorrect entry.

### **Nuclear risks**

These are risks associated with the nuclear industry in general.

They include nuclear-weapons material; ionisation, radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste; and combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission or fusion.

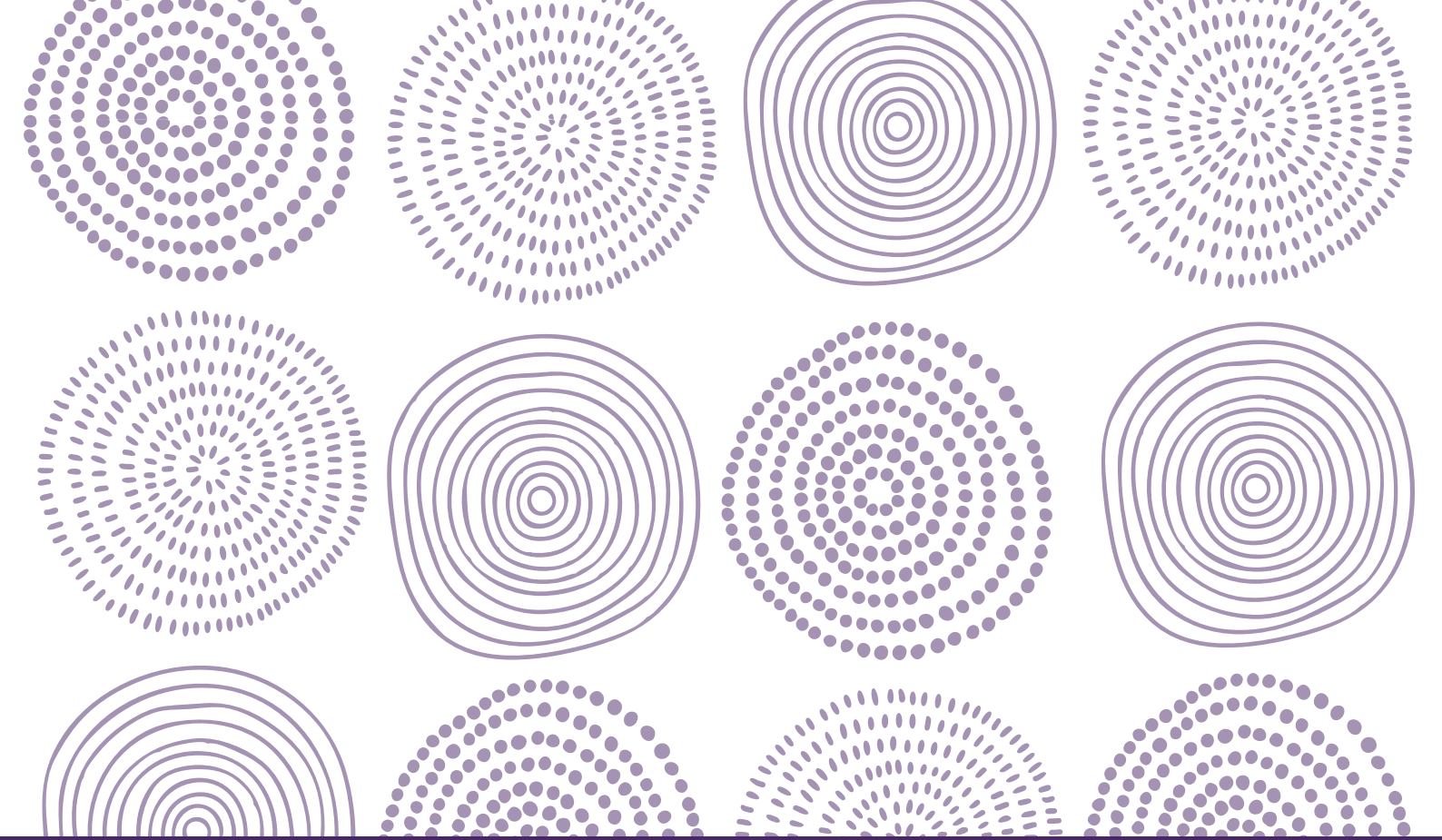
### **Riots, public disorder, terrorism**

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

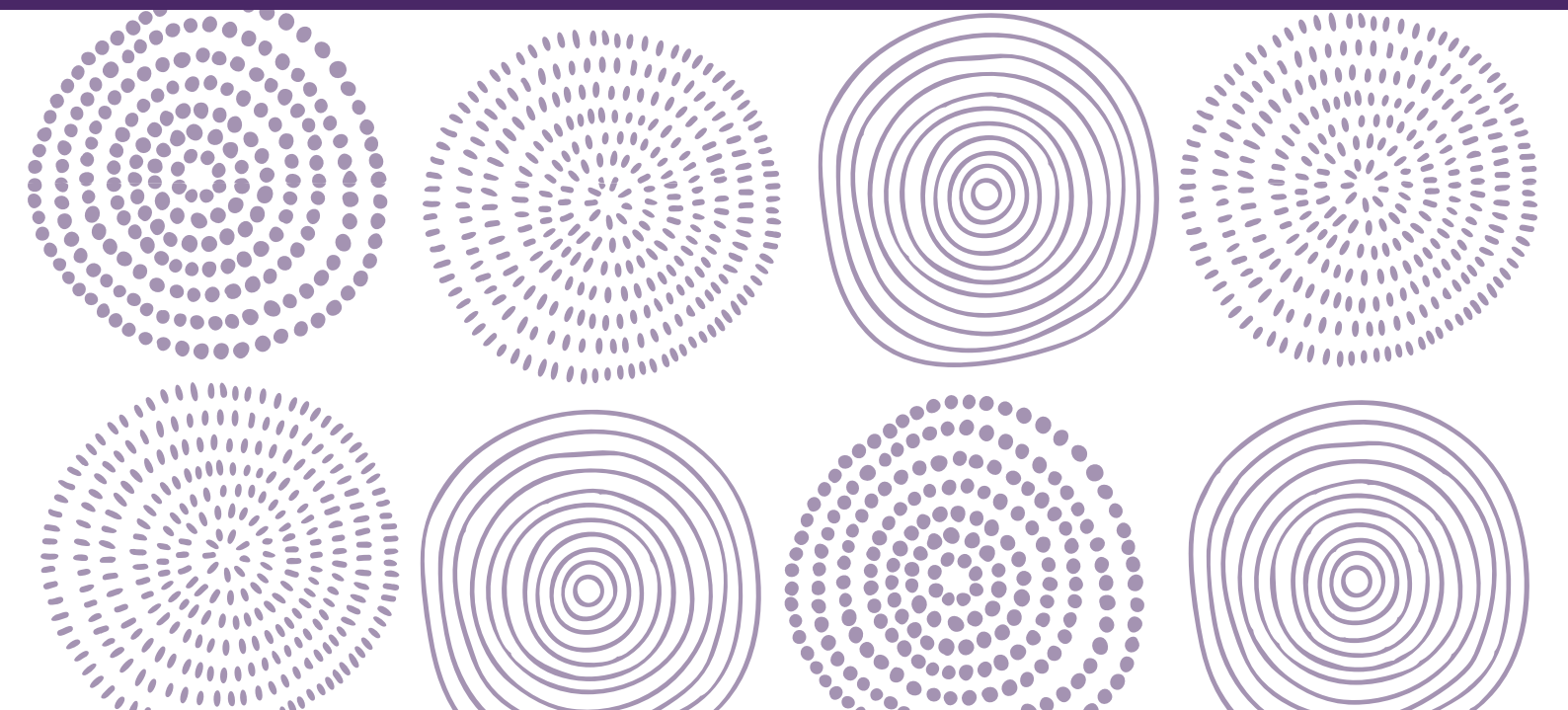
- Civil commotion, labour disturbances, riot, strike, lockout or public disorder, or any act or activity which is calculated or directed to bring about any of the foregoing
- War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
- Mutiny, military uprising, 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
- Any act or attempted 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
- Any act or attempted act which is calculated or directed to bring about loss or damage or bodily injury, 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
- The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above
- Any act of terrorism. An act of terrorism means the use of threat or violence or force for political, religious, personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.

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## *Buildings*



## Buildings

**This section deals with insurance cover for the structure and fixtures of your home**

### What is meant by "building"?

The building is essentially the structure of your home – from the foundations and floors to the walls, ceilings and roof. It includes all solid infrastructure on the premises, from gates to swimming pools, as well as the pipes, fixtures and fittings attached to them.

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## Key terms to understand

<b>You</b>	The person in whose name the policy is issued
<b>Buildings</b>	Your private home and outbuildings with all its infrastructure, fixtures and fittings (see full list below)
<b>Outbuildings</b>	Any other domestic buildings on the grounds of your home, such as staff quarters, offices, consulting rooms or sheds
<b>Premises</b>	Your private home, outbuildings and the grounds on which they are built
<b>Risk address</b>	The address in your Schedule
<b>Unoccupied</b>	Your buildings are unoccupied if you or any of the people who usually live there or the person left on the premises in charge of and with access to the private home, have all gone out
<b>Standard construction</b>	Means that all buildings have been built with: <ul style="list-style-type: none"> <li>○ walls of brick, stone or concrete</li> <li>○ roofs of slate, tile, concrete, asbestos or metal</li> </ul>
<b>Non-standard construction</b>	Means that a building has been built with material other than those defined in the above definition of 'Standard Construction', such as a thatch roof or walls of wood

### The buildings include:

- outbuildings which include any other domestic buildings on the grounds of your home, such as offices, consulting rooms or sheds
- landlord's fixtures and fittings
- water, sewerage, electricity and gas connections
- paths and driveways constructed of brick, concrete, pavers, asphalt or stone (not gravel)
- walls, gates and fences (excluding hedges)
- swimming pools (excluding portable pools or those above ground level)
- fixed filtration plant and water-pumping machinery (excluding automatic pool cleaners)
- pool safety nets and covers
- tennis courts, sauna and spa baths
- geysers (including solar geysers and their systems), photo-voltaic panels, inverters, batteries and cabling
- fixed generators
- fixed aerials, satellite dishes and masts.



## Paying out after a claim

### How much we pay

We pay out based on the reasonable repair cost of the part of your building that is damaged. If the damage to the building is uneconomical to repair the pay-out will be based on the replacement cost of the damaged part of the building.

#### Example

If your claim is for an old shower door which accidentally broke, we will replace it with a new door, even if the old door is worth a lot less.

### Bank may be paid out before you

The financial institution financing your premises always has first claim on any pay-out to you, if this is the only way to settle any outstanding debt you still owe them.

This means that if you are financing your premises with a bank or authorised credit provider, be aware of the fact that they are entitled to use your insurance pay-out to settle any money that you still owe them.

In the event of your claim being rejected for breach of the terms and conditions of the policy, we will still pay the financial institution up to the amount owing to them in order to protect their interests.

This is subject to the following conditions:

- the financial institution was not aware of the fact that you were in breach of the policy
- the claim was not fraudulent in any respect or you caused the loss or damage yourself.

### What if you are under-insured?

If you have insured your buildings for less than its actual value – i.e. you are under-insured – then you will have to bear a proportion of any loss in the event of a claim. In calculating this, we will use the principle of average.

### Example

Your buildings are insured with us for R200 000, but the cost to replace it is R400 000.

This means you are under-insured by half (or 50%). Put another way, you are only ever insured for half of any claim you make. So if your building is damaged in a storm and it costs R50 000 to repair, we can pay out only half of R50 000 – or R25 000.

*The pay-out is calculated as follows:*

Replacement value	R400 000
Sum insured	R200 000
Storm damage	R50 000

*Under-insurance calculation:*

$$\frac{R200\ 000}{R400\ 000} \times \frac{R50\ 000}{1} = R25\ 000 \text{ (less any excess applicable)}$$

### You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement. This is known as the excess, and is listed in your Schedule.

### Example

If you successfully claim R20 000 for repairs to your swimming pool, and the excess for that claim is R1 000, the net pay-out from us will be R19 000.

### Matching damaged building materials

When repairing a part of your building that is damaged, we will always try to restore it to its original state. However, this will not always be possible, as colours cannot always be matched and the original material may no longer be available.

In such cases, we will use material which, in our opinion, most closely matches the original. This will be limited strictly to the part of the building that is damaged, and not to any of the surrounding area. For example, if a carpet in one room is damaged, we will find the best available match and replace the damaged carpet in that room only.

### Rebuilding your damaged building

If your damaged building has to be rebuilt entirely, and you choose to do it personally, we will pay out for the cost of rebuilding it. You can have it rebuilt on the same site, or elsewhere if you so choose. This is subject to the following conditions:

- rebuilding starts within six months
- the total cost will not exceed the cost of bringing the building back to its original condition
- we will not make any payment to you until you have actually incurred the costs
- you must make satisfactory arrangements to pay your rateable share of the loss before rebuilding starts. As an example, if you have to pay R50 000 as your portion of the damage as a result of being under-insured, you must prove that you have the money available before work can go ahead.

## What we cover you for

We cover you for building damage caused by any of the following, subject to the limits and conditions listed in the Schedule:

1.	<b>Fire</b>		
	–	Fire, lightning or explosion	27
2.	<b>Weather</b>		
	–	Storm, wind, water, hail	27
3.	<b>Earthquake</b>		27
4.	<b>Impact</b>		
	–	Impact with the buildings; falling trees	27
5.	<b>Leaks, flooding</b>		
	–	Overflowing of water apparatus; leakage of oil	27
6.	<b>Theft</b>		
	–	Theft pay-out depends on circumstances, security and occupancy	28
	–	How much we pay for theft claims:	
		• theft of any part of the buildings in the open	28
		• pay-out up to the sum insured (if minimum security is in place)	28
		• limited pay-out (minimum security not in place) – outbuildings	28
		• no pay-out	28
7.	<b>Subsidence and landslip</b>		
	–	Limited cover	29

**1. Fire**

*Fire, lightning or explosion*

You are covered for building damage that is caused by fire, lightning or explosion.

**2. Weather**

*Storm, wind, water, hail, etc.*

You are covered for building damage that is caused by storms, as well as related activity such as wind, water, hail, snow and flooding.

However, this excludes loss or damage:

- to retaining walls
- caused by movement of the land supporting the buildings, even if it is caused by storm or flooding (this exclusion does not apply to the removal of land supporting the building by flowing surface water).

**3. Earthquake**

You are covered for building damage that is caused by an earthquake.

**4. Impact**

*Impact with the buildings; falling trees*

You are covered for building damage that is caused by sudden impact. Examples are a tree falling onto the buildings or a wall collapsing onto a part of your property. However, the cover does not apply if the event is caused by outside agents – for example, tree fellers or building contractors – in the course of work they are doing for you.

**5. Leaks, flooding**

*Overflowing of water apparatus; leakage of oil*

You are covered for building damage that is caused by leaks and flooding. Examples are bursting pipes, overflowing water tanks, exploding geysers and sudden leakage of oil from heaters.

*Damage to concealed water pipes*

We will pay once only for damage to concealed water pipes caused by rust, corrosion, gradual deterioration or wear and tear; thereafter it will be for your own account.

Damage to geysers caused by bursting is covered up to the amount in the Schedule.

## 6. **Theft**

### **Theft pay-out depends on circumstances, security and occupancy**

The exact amount we pay out for theft always depends on the underlying circumstances. Sometimes we pay out up to the full sum insured – for example, when the theft occurs at your private home.

At other times, we pay less than the full sum insured, or simply a limited amount – for example, when the theft occurs from your outbuildings and the minimum security is not in place. These lesser amounts are spelled out in the Schedule.

### **How much we pay for theft claims**

#### **Theft of any part of the buildings in the open**

You are covered for the theft (or attempted theft) up to the sum insured of any fixed part of the buildings in the open – for example, the motor from your front gate, the bricks of your driveway.

#### **Pay-out up to the sum insured (if minimum security is in place)**

##### *Theft of any part of the buildings*

You are covered for the theft (or attempted theft) of any part of the buildings – for example, the fitted carpets or light fittings in your private home and outbuildings – provided you comply with the minimum security.

##### *Damage to your buildings during a burglary*

You are covered for loss or damage caused by theft or attempted theft to your buildings.

##### *Buildings lent or let (forced entry required)*

There must be clear signs of forced entry to or exit from the buildings when the building is lent, let or sub-let other than to a maximum of three paying guests, lodgers or boarders.

#### **Limited pay-out (minimum security not in place) – outbuildings**

##### *Forced entry or exit – outbuildings*

We pay out less than the sum insured for theft if you do not have the minimum security requirements in place, but only if there are clear signs of forced entry to or exit from your outbuildings.

#### **No pay-out**

Under the following circumstances we will not pay for any loss or damage:

- if your private home does not comply with the minimum security requirements when unoccupied.
- if your outbuildings do not comply with the minimum security requirements and there are no clear signs of forced entry or exit.

## 7. **Subsidence and landslip**

### *Limited cover*

You are covered for loss or damage to the buildings caused by subsidence, landslip or heave of the land supporting it. However, you are not covered if this is caused by:

- normal settlement, shrinkage or expansion of the buildings
- structural alterations, additions or repairs
- the compaction of infill
- defective or faulty design, materials or workmanship
- excavations other than mining operations
- removal or weakening of support to the buildings
- contraction or expansion of soil, clay or similar types of soil
- moisture or damp.

In addition, we are not liable for:

- loss or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences or retaining and screening walls – unless the buildings are damaged at the same time by the same event
- loss or damage to solid floor slabs or any part of the buildings resulting from the movement of the slabs, unless the foundations supporting the external walls are damaged by the same cause at the same time
- damage that existed before your cover started
- work necessary to prevent further loss or damage from subsidence, landslip or heave, except where appropriate design precautions were implemented during the original construction of the buildings or any subsequent additions to it.

If required, you will have to prove that the loss or damage being claimed for was caused by subsidence, landslip or heave.

### **Subsidence, landslip and heave**

Subsidence means sinking – i.e. the vertical, downward movement of soil.

Landslip means the sliding down of a mass of land. It is, in effect, a small landslide, and it typically occurs on a slope.

Heave means the upward movement of soil supporting the buildings.

## We also cover you for

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In addition to the standard cover outlined in the preceding pages, you are also covered for the following, subject to the relevant conditions and limits in the Schedule.

**Accidental damage to the buildings**

We will pay for accidental loss or damage to the buildings.

This does not include loss or damage to the **following items**:

- irrigation equipment, driveways, pavements, roads, cables, cableways, excavations or property below ground.

In addition, it does not include loss or damage arising from the **following events**:

- collapse of the premises and structures
- any work done on the premises, or normal maintenance
- domestic pets, termites, moths, insects, wild animals or vermin
- flaws or defects (whether latent or visible) in any aspect of the design, construction, workmanship or maintenance of the premises
- subsidence and landslip
- chemicals, oils, corrosive liquids, gases or fumes
- denting, chipping, scratching or cracking, unless the functionality of the item has been affected and it can no longer be used
- frost, change in temperature, expansion or humidity
- dampness, dryness, wet- or dry-rot
- contamination or pollution
- gradual change in colour, texture or finish
- corrosion, rust, oxidation or any other chemical action or reaction
- any loss resulting from an excluded event under any other section
- depreciation
- any loss claimable under another clause or section of the policy.

Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

**Accidental damage to fixed machinery**

We will pay for sudden and unexpected damage to fixed machinery installed at your premises which is used for domestic purposes only.

We will not pay for loss or damage caused:

- by gradual deterioration such as wear and tear, rust, mildew, corrosion, decay
- by termites, moths, insects, vermin, domestic pets, wild animals or reptiles
- by cleaning, repairing or restoring by any manner or method
- to any data or telecommunication equipment or apparatus
- to wind pumps
- any loss claimable under another clause or section of the policy.



We will not pay for loss or damage while the machinery is covered by a manufacturer's guarantee, purchase agreement or service contract.

Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

### **Damage to the garden**

We will pay for any damaged trees, shrubs or plants that need to be replaced after a valid claim, so long as the claim was not caused by theft or attempted theft.

### **Demolition and professional fees**

If the buildings have to be demolished as a result of a claim settlement, we will pay the following additional costs that you may have to incur, provided you obtain our written consent:

- demolishing the buildings, removing debris and erecting hoardings required for building operations
- fees for the services of architects, quantity surveyors, consulting engineers and local authorities
- any actions required by a public authority.

### **Emergency-services expenses**

We will pay for the costs charged by any emergency-services provider – such as the fire brigade – that has to be called in to respond to an insured event.

### **Glass and sanitary-ware**

We will pay for the repair of any accidental breakage to fixed glass (for example, mirrors) and sanitary-ware (for example, washbasins, toilet bowls), except when this is the result of chipping, scratching or disfiguration.

This cover does not apply when:

- the buildings are unfurnished or unoccupied
- the buildings are being structurally altered.

### **Keys, locks and remote controls**

We will pay for the cost of replacing lost, stolen or damaged keys, locks and remote controls, including call-out costs of a technician and the reprogramming of any coded alarm system. This will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

### **Liability to third parties**

You are covered as a property owner for liability to third parties, such as members of the public. The details are described under the Personal Liability section.

**Medical benefit**

We will pay the medical benefit if a defect in your buildings causes bodily injury to a guest, visitor or your own employees, and the injury requires medical treatment. However, if they can claim under their own policy or medical aid we will not make any payment.

**New premises that are not yet registered**

If you have signed a contract to purchase new premises and they have not yet been registered in your name, we will accept the situation as establishing your insurable interest. We will cover you for the premises, provided you give us all the information and accept our terms and conditions.

**Power surge**

We will pay for damage to your buildings that is caused by an electricity power surge on the distribution line of any public authority.

Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

**Professional cleaning services**

We will pay for a professional organisation to clean your buildings, if they have been soiled or stained during an assault on you by a third party other than your family.

**Public supply or mains connection**

We will pay for loss or damage to water, sewerage, gas, electricity or telephone connections belonging to you, or for which you are responsible, between your premises and the public supply.

**Removal of fallen trees**

We will pay for the cost of removing fallen trees from your property after an insured event. This is provided that the costs are necessary and reasonable, and that you first obtain our written consent. The limit applies to any 12-month period.

**Rent**

If your buildings become uninhabitable because of damage to it caused by an insured event, we will cover the rental cost of living in alternative similar accommodation for you, your domestic staff and pets. This cover will apply until the building becomes habitable once more.

Similarly, if any building on your premises that earns you rental income – for example, a cottage – becomes uninhabitable, you will be covered for the loss of that rental income. This cover will apply until the buildings in question become habitable once more.

The cover in this section does not apply when the buildings are being structurally altered.

**Security guards**

If you need to employ security guards on your premises to keep them safe as a result of an insured event, we will pay that cost – as long as it is both necessary and reasonable.

## **Temporary repairs**

We will pay for reasonable temporary repairs you carry out to prevent further loss or damage to your buildings, if it is necessitated by an insured event.

## **Tracing of water leaks**

We will pay for the cost of tracing the source of a water leak, provided that it originated after your cover started. However, we will not pay for the actual repair of the leak once it has been located; this will be your responsibility.

## **Trauma counselling benefit**

We will pay for professional counselling to help you cope with trauma should you be the victim of theft, attempted theft, hold-up or hijacking at your premises.

## **Water leakage from underground pipes**

We will pay for any additional charges on your municipal water bill that result from leakage of underground pipes on your premises. This is subject to the following conditions:

- the additional charge for the latest quarter must exceed the average of the last four quarters by at least 50%
- the additional charges are not caused by:
  - leaking taps, geysers, toilet systems or swimming pools
  - loss of water from swimming pools or their pipes
- your buildings are not unoccupied for more than 60 days
- you immediately trace the leak
- you repair the leak at your own expense
- we will not pay for more than one event every 12 months.

## **Wheelchair- and disability-friendly alterations**

We will pay for alterations to enable you to continue using your buildings, if you are accidentally injured during the period of insurance and become wheelchair-bound or physically disabled as a result. Examples are installing ramps for your wheelchair or rails to assist with blindness.

## **Wild animals**

We will pay for loss or damage to your buildings caused by wild animals. Wild animals are animals that live freely in their natural environment and are not kept confined or in captivity by you as a pet. For the purpose of this clause wild animals are not regarded as vermin unless they are without any protective status.

## Additional cover you can choose

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Keys, locks and remote controls – increased cover	38
Power surge – increased cover	38

## **Applies only if specified**

The cover below is not automatic. It applies only if you have specifically requested it – i.e. it is listed as covered in the Schedule.

## **Accidental damage to buildings – increased cover**

We will pay up to the amount stated in the Schedule for accidental loss or damage to the buildings.

This does not include loss or damage to the **following items**:

- irrigation equipment, driveways, pavements, roads, cables, cableways, excavations or property below ground.

In addition, it does not include loss or damage arising from the **following events**:

- collapse of buildings and structures
- any work done on the buildings, or normal maintenance
- domestic pets, termites, moths, insects, wild animals or vermin
- flaws or defects (whether latent or visible) in any aspect of the design, construction, workmanship or maintenance of the buildings
- subsidence and landslip
- chemicals, oils, corrosive liquids, gases or fumes
- denting, chipping, scratching or cracking, unless the functionality of the item has been affected and it can no longer be used
- frost, change in temperature, expansion or humidity
- dampness, dryness, wet- or dry-rot
- contamination or pollution
- gradual change in colour, texture or finish
- corrosion, rust, oxidation or any other chemical action or reaction
- any loss resulting from an excluded event under any other section
- depreciation
- any loss claimable under another clause or section of the policy.

This is additional cover, and applies if the limited cover is not enough to pay for loss or damage to your buildings.

## **Accidental damage to fixed machinery – increased cover**

We will pay for sudden and unexpected damage to fixed machinery installed at your premises which are used for domestic purposes only, up to the amount stated in the Schedule.

We will not pay for loss or damage caused:

- by gradual deterioration such as wear and tear, rust, mildew, corrosion, decay
- by termites, moths, insects, vermin, domestic pets, wild animals or reptiles
- by cleaning, repairing or restoring by any manner or method
- to any data or telecommunication equipment or apparatus
- to wind pumps
- any loss claimable under another clause or section of the policy.

We will not pay for loss or damage while the machinery is covered by a manufacturer's guarantee, purchase agreement or service contract.

This is additional cover, and applies if the limited cover is not enough to repair or replace your fixed machinery.

**Geyser – extended cover**

Pay-out is limited to the amount stated in the Schedule.

We will pay for the replacement or repair cost of your damaged geyser, its parts and any concealed pipes caused by:

- rust, decay, gradual deterioration or wear and tear
- cracking, splitting, latent defects or faulty material and workmanship.

We will also pay for the resultant damage, such as replacing the damaged pipes and tiles. For the purposes of this cover, the General Exception "Wear and tear" does not apply. We do not cover damage occurring in the first year of installation, or damage covered by any guarantee.

**Subsidence and landslip – extended cover**

Pay-out is limited to the sum insured stated in the Schedule.

You are covered for loss of or damage to the buildings caused by subsidence, landslip or heave of the land supporting it. However, you are not covered if this is caused by:

- normal settlement, shrinkage or expansion of the buildings
- structural alterations, additions or repairs
- the compaction of infill
- defective or faulty design, materials or workmanship
- excavations other than mining operations
- removal or weakening of support to the buildings.

In addition, we are not liable for loss or damage to septic and conservancy tanks, or drains and water courses, unless the buildings are damaged at the same time by the same insured event. Any damage that existed before your policy started is not covered.

If required, you will have to prove that the loss or damage being claimed for was caused by subsidence, landslip or heave.

**Subsidence, landslip and heave**

Subsidence means sinking – i.e. the vertical, downward movement of soil.

Landslip means the sliding down of a mass of land. It is, in effect, a small landslide, and it typically occurs on a slope.

Heave means the upward movement of soil supporting the buildings.

## **Keys, locks and remote controls – increased cover**

Pay-out is limited to the amount stated in the Schedule.

We will pay for the cost of replacing lost, stolen or damaged keys, locks and remote controls, including the call-out costs of a technician and the reprogramming of any coded alarm system. This will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

This is additional cover, and applies if the limited cover is not enough to replace your keys, locks or remote controls.

## **Power surge – increased cover**

Pay-out is limited to the amount stated in the Schedule.

We will pay for damage to your buildings that is caused by an electricity power surge on the distribution line of any public authority.

This additional cover applies only if you have installed surge-protection devices, and if the limited cover is not enough to replace or repair the damage.

## **What is not covered**

### **Loss or damage caused by**

*Lack of maintenance, non-standard construction, nobody at home, etc.*

You are not covered for loss or damage that is due to:

- the buildings not being maintained properly
- vermin, insects, domestic pets, termites, mildew, damp, wet- or dry-rot, or any other gradually operating cause
- the buildings being unoccupied for more than 60 consecutive days during any 12-month period, unless we have agreed to it
- defective – design, specification, construction, workmanship or material
- structural changes to your home such as knocking out a wall or building an extra room.

### **Thatched roof and non-standard construction**

You cannot claim for loss or damage:

- if your buildings have a thatched roof, unless this is specifically mentioned in the Schedule
- if your buildings are of non-standard construction, unless this is specifically mentioned in the Schedule.

## Your specific responsibilities

Have these minimum security measures:

- |   |   |    |
|---|---|----|
| – | Fit burglar bars and security gates to your buildings | 40 |
| – | Fit an alarm system to your buildings                 | 40 |
| – | If you live in a high-security complex                | 40 |

All non-standard construction buildings:

- |   |  |    |
|---|--|----|
| – | Surge and fire protection                | 41 |
| – | Lightning conductors and fire protection | 41 |
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Notify us about any improvements to your buildings	42
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Comply with national building regulations	42
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The specific responsibilities below are so strict that they are actually guarantees on your part and you must ensure that you comply with the requirements at all times during the currency of your policy. If you do not comply with a specific responsibility we may reject your claim.

### **Have these minimum security measures**

*We do not cover you for theft or malicious damage inside your buildings unless you comply with the minimum security measures set out below.*

You must have the minimum security measures in place on your buildings, if stated in the Schedule, fully maintained and in working order at all times:

#### *Fit burglar bars and security gates to your buildings*

- all opening windows, louvres and skylights must be protected by burglar bars
- security gates must be fitted to all exit doors, and must be locked when your buildings are left unoccupied.

OR

#### *Fit an alarm system to your buildings*

- the alarm must be linked to a 24-hour armed-response service
- the alarm must be working properly
- it must be activated when your buildings are left unoccupied
- you must change the generic code to your own unique code.

Note that your alarm system may be required to include a linked electric fence or outside alarm beams.

If you are unsure of which security requirement applies, please check your Schedule.

#### *If you live in a high-security complex*

If your home is listed in the Schedule as being in a high-security complex, then you must ensure that the following security measures are in place at the complex, fully maintained and in working order at all times:

- 24-hour access control to the complex
- a perimeter wall (minimum 1.8 metres high) with electric fencing, alarmed and linked to either a 24-hour armed-response service or the guardhouse

You must advise us immediately if any of the above requirements are not in place. We may suspend theft or malicious damage cover or apply new terms and conditions, until you are able to comply.

When your premises in the complex are left unoccupied:

- all opening windows, louvres and skylights not protected by burglar bars must be closed
- all exit doors not protected by security gates must be locked and
- there must be clear signs of forced entry to or exit from the buildings

OR

- if a 24-hour armed-response service linked alarm system is installed in the buildings
  - the alarm must be activated
  - the alarm must be working properly
  - you must change the generic code to your own unique code.

In addition, any of the following security measures may also apply to your buildings if stated in the Schedule:

- all opening windows, louvres and skylights must be protected by burglar bars
- security gates must be fitted to all exiting doors, and must be locked when your buildings are left unoccupied
- an alarm system must be installed that complies with the following requirements:
  - the alarm must be linked to a 24-hour armed-response service
  - the alarm must be working properly
  - it must be activated when your buildings in the complex are left unoccupied
  - you must change the generic code to your own unique code.

### **All non-standard construction buildings**

Your buildings of non-standard construction are covered for loss or damage caused by fire, only if you comply with the following conditions:

- **Surge and fire protection**
  - you must install surge protection (LPS) equipment in accordance with National Building Regulations (SANS specification)
  - it must be installed by a person (LPS installer) who is competent to install, construct and test the LPS for compliance with the requirements
  - you must also be in possession of an installation safety report issued by the designer or installer of the LPS
  - it must be serviced at least once every three years by a LPS installer and you must supply us, in the form of a maintenance certificate, with written proof of this if required by us
  - you must install at least a 5 kg CO<sub>2</sub> fire extinguisher in every kitchen or cooking area and on every floor or loft if the building is higher than one storey
  - the fire extinguishers must be maintained and serviced at least once a year.

OR

- **Lightning conductors and fire protection**

If a lightning conductor is installed it must comply with the following requirements:

  - the lightning conductor must be of adequate height to protect the building at a minimum angle of 45° from the top of the building to ground level
  - where chimneys or gables are not protected a peripheral conductor must be installed around or along them and the conductor must be appropriately earthed
  - the lightning conductor must be appropriately earthed to an electrode

- where metal is used in the construction of the thatch roof such as wire mesh or metal-coated insulation, the lightning conductor must be separately earthed
- under no circumstances should steel pipes, cables or electric wiring be in direct contact with the thatch
- there must be adequate clearance between the thatch and metal objects under it
- where metals used in the construction of the roof are not bonded and earthed, a minimum clearance of 1 m must be maintained between metals in the roof and water pipes, vent pipes, tanks, gas pipes, antennas, telephone and bell wires, burglar alarms and electrical wiring and conduiting
- the lightning conductor must be serviced at least once every three years by a specialist installer of conductors
- you must install at least a 5 kg CO<sub>2</sub> fire extinguisher in every kitchen or cooking area and on every floor or loft if the building is higher than one storey
- the fire extinguishers must be maintained and serviced at least once a year.

You must also comply with the following additional conditions if you have the following installed:

○ **Fire retardant**

- all wood or thatch treated with a fire retardant must be maintained according to the manufacturer's specifications or at a minimum interval not exceeding three years
- the treatment of the wood or thatch, as well as the maintenance of the fire retardant, must comply with SABS specifications
- you must supply us with written proof of this, if required by us.

○ **Chimneys**

- all chimneys must comply with National Building Regulations such as the height of the chimney and the materials used to construct it. It must not create a fire hazard to any adjacent material
- a non-combustible flashing must be installed on the roof around the chimney.

### **Monitor the risk profile of your tenants**

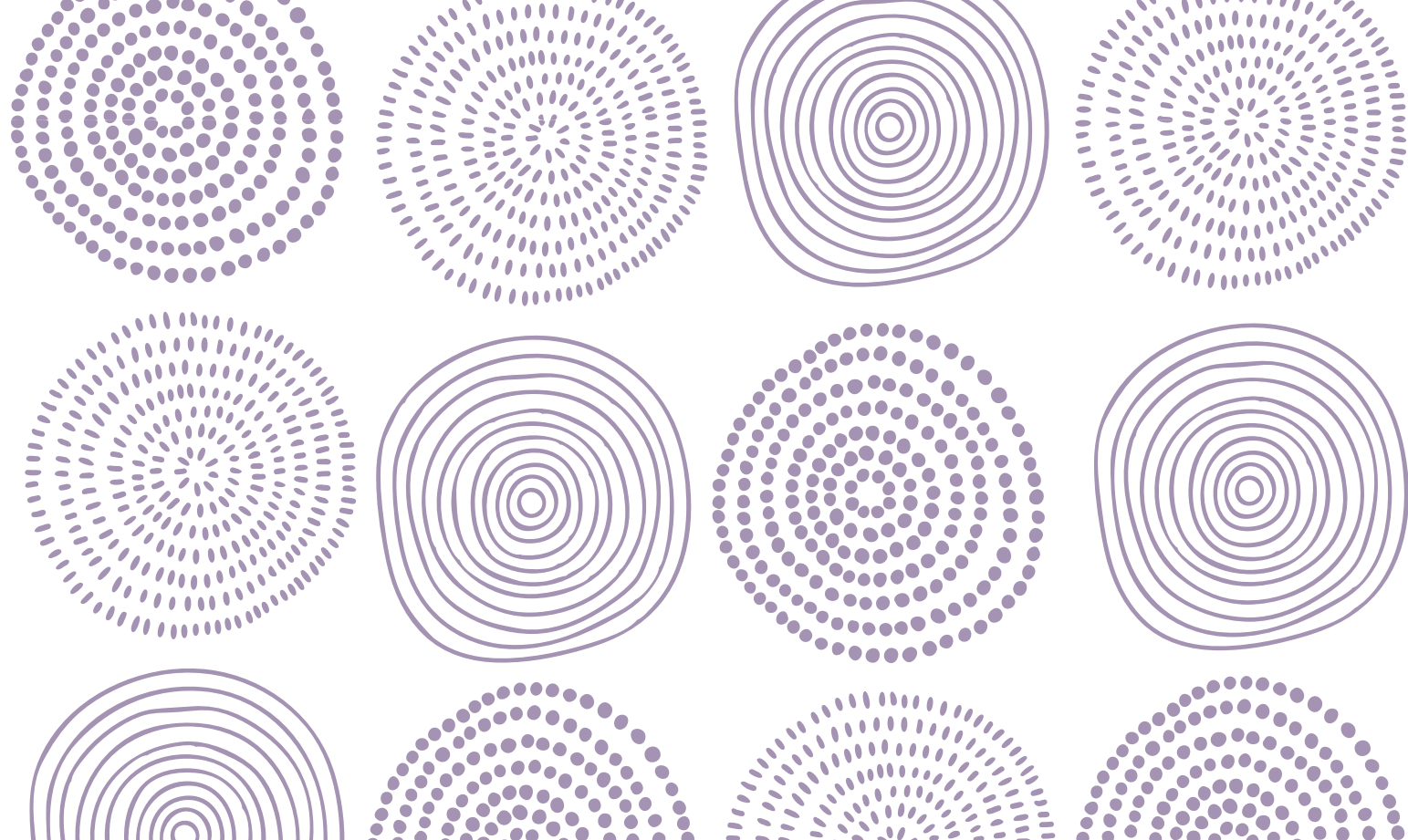
You must advise us as soon as possible of any change to the risk profile of any tenant residing on your premises. We may impose additional terms and conditions.

### **Notify us about any improvements to your buildings**

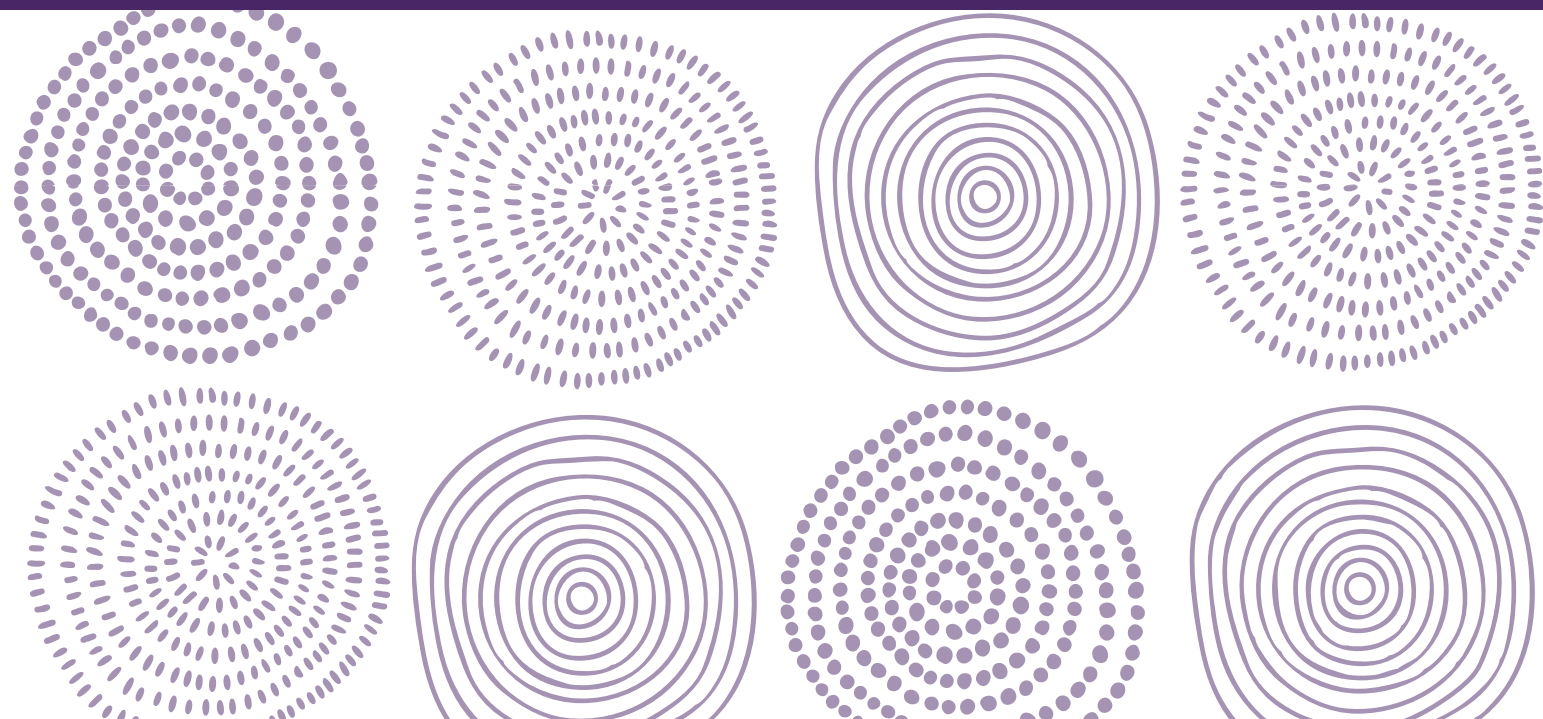
If you increase the value of your buildings through any alterations, extensions or improvements, we will increase your cover by up to the percentage stated in the Schedule, provided that you tell us immediately and pay any additional premium required.

### **Comply with national building regulations**

You must take all reasonable steps to ensure that the buildings comply with national building regulations, and that your building plans have been approved by the local authority. Generators, for example, must be fitted according to the latest published SANS standards. The installation must be done by a qualified electrician and you must be supplied with a SANS compliance certificate.



*Household contents*



## Household contents

The section deals with insurance cover for the contents of your home

### What are "household contents"?

These are your household goods, personal property and equipment, money and negotiable instruments, and may also include various fixtures and fittings if you ask for these to be covered.

## Where to find it

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## Key terms to understand

<b>You</b>	Includes yourself, your spouse and any members of your immediate family who normally reside with you and are financially dependent on you
<b>Home</b>	The private home or other domestic building or place in which you live or reside
<b>Outbuildings</b>	Any other domestic buildings on the grounds of your home, such as staff quarters, offices, consulting rooms or sheds
<b>Unoccupied</b>	Your home and outbuildings are unoccupied if you or any of the people who usually live there or the person left on the premises in charge of and with access to the home, have all gone out
<b>Premises</b>	Your home, outbuildings and the grounds on which they are built
<b>Standard construction</b>	Means that all buildings have been built with: <ul style="list-style-type: none"> <li>○ walls of brick, stone or concrete and</li> <li>○ roofs of slate, tile, concrete, asbestos or metal</li> </ul>
<b>Non-standard construction</b>	Means that a building has been built with material other than those defined in the above definition of "Standard construction" such as a thatch roof or walls of wood

## How much we pay

We will pay out based on the replacement cost of any damaged or lost contents. If it is uneconomical to repair, the pay-out will be based on the replacement cost of the damaged property.

### Example

If your claim is for an item of furniture that costs R10 000 to replace, we will pay R10 000 so that you can buy a new one – even if the item in question is old and worth a lot less.

### Pairs and sets

We will not pay more than the proportionate value of any article that is part of a pair or set. So if you lose one earring, for example, we will pay out the value of only that one earring.

### You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement. This is known as the excess, and is listed in the Schedule.

### Example

If you successfully claim R50 000 for contents stolen after a break-in, and the excess for that claim is R1 000, the net pay-out from us will be R49 000.

## What if you are under-insured?

If you have insured your contents for less than its replacement value – i.e. you are under-insured – then you will have to bear a proportion of any loss in the event of a claim. In calculating this, we will apply the principle of average.

### Example

Your household contents are insured with us for R200 000, but the cost to replace all the items is R400 000.

This means you are under-insured by half (or 50%). Put another way, you are only ever insured for half of any claim you make.

So if R50 000 worth of your contents is stolen in a theft, we can pay out only half of R50 000 – or R25 000.

*The pay-out is calculated as follows:*

Replacement value	R400 000
Sum insured	R200 000
Contents stolen	R50 000

*Under-insurance calculation:*

$$\frac{R200\ 000}{R400\ 000} \times \frac{R50\ 000}{1} = R25\ 000 \text{ (less any excess applicable)}$$

## What we cover you for

We cover you for loss or damage to the contents of your home that is caused by any of the following insured events, subject to the limits and conditions:

1.	<b>Fire</b>	
	–	Fire, lightning or explosion 48
2.	<b>Weather</b>	
	–	Storm, wind, water, hail; earthquake 48
3.	<b>Leaks, flooding</b>	
	–	Overflowing of water apparatus; leakage of oil 48
4.	<b>Impact</b>	
	–	Impact with the building; falling trees 48
5.	<b>Theft</b>	
	–	Pay-out up to the sum insured 49
	–	Limited pay-out 49
	–	Limited pay-out following forced entry or exit 49



**1. Fire**

*Fire, lightning or explosion*

You are covered for loss or damage to the contents of your home or on your premises that is caused by fire, lightning or explosion.

**2. Weather and earthquake**

*Storm, wind, water, hail, etc.*

You are covered for loss or damage to the contents of your home or outbuildings that is caused by storms, as well as related activity such as wind, water, snow, flood and hail.

However, this does not apply to property that is out in the open or not under a roof, unless it is something designed to operate in the open, such as garden furniture.

You are also covered for loss or damage to your contents arising from an **earthquake**.

**3. Leaks, flooding**

*Overflowing of water apparatus; leakage of oil*

You are covered for loss or damage to the contents of your home or outbuildings that is caused by leaks and flooding. Examples are bursting pipes, overflowing water tanks, exploding geysers and sudden leakage of oil from heaters.

**4. Impact**

*Impact with the building; falling trees*

You are covered for loss or damage to the contents of your home or outbuildings that is caused by sudden impact. Examples are a tree falling onto your home, or a wall collapsing onto a part of your property. However, the cover does not apply if the event is caused by outside agents – for example, tree fellers or building contractors – in the course of work they are doing for you.

**5. Theft**

**Theft pay-out depends on underlying circumstances, security and occupancy**

The exact amount we pay out for theft always depends on the underlying circumstances. Sometimes we pay out up to the full amount insured – for example, when the theft occurs from your home. At other times, we pay less than the full sum insured, or simply a limited amount – for example, when the theft occurs from your outbuildings and the minimum security is not in place. These lesser amounts are spelled out in the Schedule.

**Unoccupancy at time of loss or damage**

If your home or outbuildings are unoccupied and you do not comply with the minimum security requirements, you will have no cover for loss or damage caused by theft other than the amount stated in the Schedule under Limited pay-out following forced entry or exit.

**How much we pay for theft claims**

*From your home; elsewhere on the premises; away from the premises*

You are covered for loss or damage to the contents of your home that is caused by theft or attempted theft from your home.

In other cases there must be clear signs of forced entry or exit.

**Pay-out up to the sum insured**

We pay out up to the sum insured for theft that occurs from your home. It also includes theft by violence or threat of violence in your home or on your premises.

This cover also applies:

- to theft when your contents are being moved by professional movers during a permanent change of address
- to theft while your contents are being moved by you during a permanent change of address, provided that it is in your possession at all times and not left unattended
- to theft of your household contents while deposited for safekeeping in a bank safe deposit
- to theft when your contents are in transit to or from a furniture storage outlet or a bank safe deposit

We pay out up to the sum insured for theft where there are clear signs of forced entry to or exit from:

- your outbuildings, provided the outbuildings have the minimum security measures, as stated in the Schedule, in place
- your home while alterations, extensions or improvements such as painting or tiling are being carried out
- a furniture storage facility, provided you have advised us in advance, and the address is stated in the Schedule. We may apply new terms, conditions and premiums.

**Limited pay-out**

We pay out less than the sum insured (i.e. a limited amount) for the following kinds of theft:

- theft from any other home or educational institution where you may be temporarily residing. However, this cover does not apply to boarding houses, communes or buildings of non-standard construction
- theft from any other occupied private home where the contents are temporarily kept
- theft of outdoor furniture, implements and equipment; laundry; garden tools and implements; and swimming pool equipment, such as safety nets and covers.

**Limited pay-out following forced entry or exit**

We pay out less than the sum insured for theft where there are clear signs of forced entry to or exit from:

- your outbuildings if you do not have the minimum security requirements in place
- your place of employment
- any place used for furniture storage, other than a storage facility stated in the Schedule
- any other residence or educational institution; however, this cover does not apply to boarding houses, communes or buildings of non-standard construction
- your private home or outbuildings if lent, let or sub-let
- an unattended vehicle while you are travelling on holiday
- the vehicle you are driving from a place of purchase, repair or renovation. This excludes items insured under the All Risks section.

## We also cover you for

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**All pay-outs limited**

The pay-outs for the insured events described below are limited to the amounts specified in the Schedule.

**Accidental damage inside your premises**

Your contents are covered for accidental loss or damage, whether inside your home or outbuildings or at your premises.

Accidental damage does not include any of the following:

- depreciation, or gradual causes such as wear and tear, deterioration, rust, rising damp and mildew, corrosion or decay
- damage caused by moths, vermin or insects
- a cleaning, repairing or restoration process
- while alterations, extensions or improvements such as painting or tiling are being done at your home
- cracking or scratching (unless caused by theft, attempted theft, fire or explosion) of glassware, glass or other brittle articles other than jewellery, watches, cameras, fixed glass or TV sets
- the cost of reproduction or repair of data or software
- loss of, or damage to mobile electronic devices such as mobile phones, portable computers, handheld devices and global positioning systems (GPS)
- loss or damage caused by domestic animals
- loss or damage caused by wild animals or reptiles
- any loss claimable under another clause or section of the policy.

**Accidental damage to audio-visual equipment**

You are covered for accidental damage that occurs in your home or outbuildings to television sets, video recorders, DVD players, decoders and sound-reproducing equipment.

However, this excludes damage due to mechanical, electrical or electronic breakdown. Check your Schedule now to see if you have chosen accidental damage – extended cover.

**Accidental damage to aerials and satellite dishes**

You are covered for accidental loss or damage that occurs on your premises to television aerials or satellite dishes belonging to you.

**Accidental damage to glass tops**

You are covered for accidental damage that occurs in your home or outbuildings to mirrors or sheet-glass forming part of furniture or an appliance.

**Accidental death**

If you are under the age of 76, and you die within 12 months of sustaining an injury on your premises, we will pay out according to the limit for your age.

## **Clearing-up costs**

We will pay for the cost of removing any household goods debris from your premises after a claim.

## **Credit/debit-card fraud**

We will pay out for losses arising from the fraudulent use of your credit card or debit card during any 12-month period of insurance.

## **Damage to guests' property**

We will cover loss or damage to household items belonging to any non-paying, temporary guests caused by an insured event in your home or outbuildings. However, this does not include money and negotiable instruments, or any items insured under any other policy.

## **Domestic worker's property**

You are covered for loss or damage to your domestic worker's household goods and personal property caused by an insured event in your home or any of the outbuildings.

## **Emergency-services expenses**

We will pay for costs charged by any emergency-services provider – such as the fire brigade – for responding to an insured event.

## **Full-house (bowls)**

If you score a full-house as an amateur bowler, you will be covered for the traditional celebratory expenses that usually accompany the event. The full-house must be certified by the bowling club.

## **Garden damage**

We will pay for the cost of replacing any trees, shrubs or plants in your garden after a claim. This is on condition that the claim is not the result of theft or attempted theft, and that the home owner is not entitled to claim under his own insurance.

## **Hole-in-one (golf)**

If you score a hole-in-one as an amateur golfer, you will be covered for the traditional celebratory expenses that usually accompany the event. The hole-in-one must be certified by the golf club.

## **Increase in sum insured over holiday season**

We will increase the sum insured of your contents by the percentage in the Schedule during the holiday period of 15 December to 31 January.

## **Keys, locks and remote controls**

We will pay for the cost of replacing lost, stolen or damaged keys, locks and remote controls, including the call-out costs of a technician and the reprogramming of any coded alarm system. This will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

**Liability to third parties**

You are covered as a tenant for liability to third parties, such as members of the public and the property owner. The details are described under the Personal Liability section.

**Money**

We will pay for loss of money or negotiable instruments, provided there are visible signs of violent and forced entry to or exit from your home.

**Office contents**

We will pay for loss or damage to any goods or equipment in your home or outbuildings that are solely used for administrative or clerical work in your home office – for example, in your home profession or any one-person business that you run on the premises. If, for example, you are a plumber we will cover your office desks, cabinets and computers but not any of your tools, equipment or material you use to install or repair any plumbing.

**Personal documents**

Following an insured event, we will pay for the cost of any materials and labour necessary to reinstate or obtain duplicates of your personal documents.

**Professional cleaning services**

We will pay for a professional organisation to clean your household contents, if the contents have been soiled or stained during an assault on you by a party other than your family.

**Power surge**

We will pay for damage to your household contents that is caused by an electricity power surge on the distribution line of any public authority.

Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

**Refrigerator contents**

We will pay for food that has gone off in your refrigerator or freezer as a result of mechanical or electrical breakdown, or a prolonged loss of electrical power.

This cover does not apply if your electricity has been cut off because you have not paid your bill, or there is load-shedding by any public authority for less than 24 hours.

Damage to your fridge or freezer as a result of the power loss is not covered unless you have asked us for accidental damage cover. Check your Schedule now to see if you have chosen accidental damage – extended cover.

## **Removal of contents**

*Fire, collision or overturning of vehicle*

We will cover damage caused by fire, collision or the overturning of the conveying vehicle, when your contents are being moved by professional removers during a permanent change of address, or while in transit to or from any bank, safe deposit or furniture depository.

However, this excludes cover for accidental damage unless you have asked us for accidental damage cover. Check your Schedule now to see if you have chosen accidental damage – extended cover.

## **Rent**

If your home or outbuildings become uninhabitable because of damage to the building as result of an insured event, we will cover the rental cost of living in alternative similar accommodation for you, your domestic staff and pets. This cover will apply until the building becomes habitable once more.

## **Security guards**

If you need to employ security guards to keep your premises safe as a result of an insured event, we will pay that cost – as long as it is both necessary and reasonable.

## **Stamp and coin collections**

You are covered for accidental loss or damage to your stamp or coin collections inside your home.

## **Temporary repairs**

We will pay for reasonable temporary repairs you carry out to prevent further loss or damage to your contents, if it is necessitated by an insured event.

## **Telephones**

You are covered for accidental damage to domestic fixed-line telephones inside your home. Cellphones are excluded.

## **Tracing of water leaks**

We will pay for the cost of tracing the source of a water leak, provided that it originated after your cover started. However, we will not pay for the actual repair of the leak once it has been located; this will be your responsibility.

## **Trauma counselling benefit**

We will pay for professional counselling to help you cope with trauma if you should be the victim of theft, attempted theft, hold-up or hijacking.

**Veterinary expenses and medical benefit**

We will pay the stated medical benefit for accidental bodily injury to any:

- person, excluding yourself, caused by your domestic animals
- guest or visitor caused by any defect in or on your premises
- domestic employee in the course of their employment.

We will also pay for veterinary expenses incurred as a result of accidental bodily injury to any of your domestic animals caused by a vehicle accident.

**Water leakage from underground pipes**

We will pay for any additional charges on your municipal water bill that result from leakage of underground pipes on your premises. This is subject to the following conditions:

- the additional charge for the latest quarter must exceed the average of the last four quarters by at least 50%
- the additional charges are not caused by:
  - leaking taps, geysers, toilet systems or swimming pools
  - loss of water from swimming pools or their pipes
- your premises are not unoccupied for more than 60 days
- you immediately trace the leak
- you repair the leak at your own expense
- we will not pay for more than two events in any 12-month period.

**Wild animals**

We will pay for loss or damage to your household contents caused by wild animals. Wild animals are animals that live freely in their natural environment and are not kept confined or in captivity by you as a pet. For the purpose of this clause wild animals are not regarded as vermin unless they are without any protective status.



## Additional cover you can choose

### **Applies only if specified**

In addition to the standard cover outlined in the preceding pages, you can also choose to be covered for loss and damage in the cases listed below.

Check your Schedule now to see if you have chosen this additional cover:

Accidental damage – extended cover	57
Home-based business	58
Keys, locks or remote controls – increased cover	58
Power surge – increased cover	58
Subsidence and landslip – extended cover	58

### **Pay-out is limited**

We will not pay more than the amount in the Schedule.

### **Accidental damage – extended cover**

*Contents, domestic appliances, sound systems and television sets*

- You are covered for accidental loss or damage to your contents:
  - inside your home, outbuildings or at your premises
  - inside any other home of which the address is listed in the Schedule
  - when your contents are being moved by professional movers during a permanent change of address.
- You are also covered for accidental damage of all domestic appliances including "white goods" such as fridges, freezers, dishwashers and washing machines as well as small appliances. Small appliances include: "brown goods" such as television sets, sound systems, CD players and DVD players, but not aerial systems.

If any of the domestic appliances stops functioning properly we will pay for the cost of repairing it. We will also pay for any parts that need to be modified or replaced.

This cover does not apply if the malfunction is caused by any of the following:

- removal of any parts
- your negligence or your tampering with the appliance
- an unqualified person attempting to repair the appliance
- misuse or use other than normal use for which the appliance has been designed
- operation of the appliance other than according to the manufacturer's instructions
- weather, electrical interference, fire, lightning or theft
- reception difficulties, unless these are a result of the malfunction itself.

This cover also does not apply in any of the following instances:

- the defect, fault or damage existed before the cover started
- there are no spares available
- the claim is made within the first 60 days of the start of the policy.

- **What is not covered**

Accidental damage does not include any of the following:

- depreciation, or gradual causes such as wear and tear, deterioration, rust, rising damp and mildew, corrosion or decay
- damage caused by moths, vermin or insects
- a cleaning, repairing or restoration process
- accidental damage while alterations, extensions or improvements such as painting or tiling are being done at your home
- cracking or scratching of glassware, glass or other brittle articles, not packed by professional movers, unless caused by theft, attempted theft, fire or explosion

- loss of, or damage to mobile electronic devices such as mobile phones, portable computers, handheld devices and global positioning systems (GPS)
- the cost of reproduction or repair of data or software
- loss or damage caused by domestic animals
- loss or damage caused by wild animals or reptiles
- any loss claimable under another clause or section of the policy.

## Home-based business

You are covered for loss or damage to your business stock caused by an insured peril. This is on condition that:

- you have supplied us with full details of the business activities prior to any loss or damage
- you have described the type of stock to be insured
- your premises are still predominantly used for residential purposes
- your business activities do not introduce additional risks to your home or outbuildings such as spray-painting or welding.

## Keys, locks and remote controls – increased cover

We will not pay more than the amount in the Schedule.

We will pay for the cost of replacing lost, stolen or damaged keys, locks and remote controls, including the call-out costs of a technician and the reprogramming of any coded alarm system. This will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

This is additional cover, and applies if the limited cover is not enough to replace your keys, locks or remote controls.

## Power surge – increased cover

We will not pay more than the amount in the Schedule.

This is additional cover, and applies if the limited cover is not enough to replace or repair the damage.

Provided you have installed surge-protection devices, we will pay for damage to your household contents that is caused by an electricity power surge on the distribution line of any public authority.

## Subsidence and landslip – extended cover

You are covered for loss or damage to contents on your premises caused by subsidence (when the ground sinks) and landslip (when the ground slides). However, this cover does not apply when the subsidence or landslip results from:

- structural alterations, additions or repairs to your premises
- defective or faulty design, materials or workmanship
- excavations, other than mining operations
- removal or weakening of the support to your building
- damage that already existed when your cover started.

If required, you will have to prove that the loss or damage was caused by subsidence, landslip or heave.

## What is not covered

### Breakdown, vermin and damp

You are not covered for loss or damage resulting from the following:

- mechanical or electrical breakdown (unless specifically stated in the Schedule)
- vermin, insects, domestic pets, mildew, damp, wet- or dry-rot, or any other gradually operating cause.

### Certain specific items

*Securities, manuscripts, medals, livestock, etc.*

- negotiable securities such as deeds, bonds, bills of exchange, promissory notes and cheques
- manuscripts or documents of any kind
- prepaid phone cards or cellphone vouchers
- motor vehicles, motorcycles, scooters, golf carts, three-wheeled vehicles, quad-bikes, motorised lawnmowers, caravans, trailers and all fitted accessories
- aircraft, pleasure-craft, hang-gliders and their equipment
- livestock or other animals
- rare books, medals, individual stamps or coins, unless specified in the Schedule
- any item that you specifically insure in this policy or any other policy.

### Loss or damage from non-standard construction

Your policy is valid only if your home and outbuildings are of standard construction – i.e. the walls and roof are solidly built of material such as brick, stone or metal. Any exceptions to this requirement must be specified in the Schedule.

### Thatch roof

You cannot claim for loss or damage if your home or outbuildings have a thatch roof, unless this is specifically mentioned in the Schedule.

### Jewellery, watches, rugs, art, etc. covered up to 33.33%

We will not pay for more than 33.33% of the sum insured for loss or damage to precious metals and stones, jewellery, watches, furs, rugs, art and carpets.

## Your specific responsibilities

The specific responsibilities below are so strict that they are actually guarantees on your part and you must ensure that you comply with the requirements at all times, during the currency of your policy. If you do not comply with a specific responsibility we may reject your claim.

### Tell us if you change your address

You must tell us immediately if you permanently move to a new address or even if you are just storing some of your contents elsewhere. We may impose new terms, premiums and conditions.

## **Tell us if you run a business from your premises**

You must tell us immediately if you run a business from your premises. Your premises must at all times be predominantly used for residential purposes, and your business may not increase the risk of loss of or damage to your home or contents.

We may impose new terms, premiums and conditions.

## **Keep jewellery and watches in a safe**

You must keep all jewellery and watches valued at more than the amount stated in the Schedule in a securely locked wall- or floor-mounted safe when not in use.

## **Provide us with valuation certificates**

Before your cover starts, you must provide us with a valuation certificate from a registered jeweller or valuator. If you do not, we will not pay more than the limit stated in the Schedule for jewellery, gold, silver, platinum, watches, and precious or semi-precious stones.

## **Do not leave the property unoccupied**

Unless we have agreed to it, you will not be able to claim for theft from your premises if they are left unoccupied for more than 60 consecutive days during any 12-month calendar period. We may charge an additional premium to extend the cover.

## **Monitor the risk profile of your tenants**

You must advise us as soon as possible of any change to the risk profile of any tenant residing on your premises. An example is if your tenant changes the security arrangements. In such cases, we may impose additional terms and conditions.

## **Have these minimum security measures**

*We do not cover you for theft or malicious damage inside your home and outbuildings unless you comply with the minimum security measures set out below.*

You must have the minimum security measures in place in your home and outbuildings, if stated in the Schedule, fully maintained and in working order at all times:

### *Fit burglar bars and security gates to your home and outbuildings*

- all opening windows, louvres and skylights must be protected by burglar bars
- security gates must be fitted to all exit doors, and must be locked when your premises are left unoccupied.

OR

### *Fit an alarm system to your home and outbuildings*

- the alarm must be linked to a 24-hour armed-response service
- the alarm must be working properly
- it must be activated when your premises are left unoccupied
- you must change the generic code to your own unique code.

Note that your alarm system may be required to include an electric fence or outside alarm beams.

If you are unsure of which security requirement applies, please check your Schedule.

### If you live in a high-security complex

If your home is listed in the Schedule as being in a high-security complex, then you must ensure that the following security measures are in place at the complex, fully maintained and in working order at all times:

- 24-hour access control to the complex
- a perimeter wall (minimum 1.8 metres high) with electric fencing, alarmed and linked to either a 24-hour armed-response service or the guardhouse

You must advise us immediately if any of the above requirements are not in place. We may suspend theft or malicious damage cover or apply new terms and conditions, until you are able to comply.

When your premises in the complex are left unoccupied:

- all opening windows, louvres and skylights not protected by burglar bars must be closed
- all exit doors not protected by security gates must be locked
- there must be clear signs of forced entry to or exit from the buildings

OR

- if a 24-hour armed-response service linked alarm system is installed in the buildings
  - the alarm must be activated
  - the alarm must be working properly
  - you must change the generic code to your own unique code.

In addition, the following security measures may also apply if stated in the Schedule:

- all opening windows, louvres and skylights must be protected by burglar bars
- security gates must be fitted to all exit doors, and must be locked when your premises in the complex is left unoccupied
- an alarm system must be installed that complies with the following requirements:
  - the alarm must be linked to a 24-hour armed-response service
  - the alarm must be working properly
  - it must be activated when your premises in the complex are left unoccupied
  - you must change the generic code to your own unique code.

If you are unsure of which security requirement applies, please check your Schedule.

## All non-standard construction buildings

Your household contents kept in a building of non-standard construction is covered for loss or damage caused by fire, only if you comply with following conditions:

○ **Surge and fire protection**

- you must install surge protection (LPS) equipment in accordance with National Building Regulations (SANS specification)
- it must be installed by a person (LPS installer) who is competent to install, construct and test the LPS for compliance with the requirements
- you must also be in possession of an installation safety report issued by the designer or installer of the LPS
- it must be serviced at least once every three years by a LPS installer and you must supply us, in the form of a maintenance certificate, with written proof of this if required by us
- you must install at least a 5 kg CO<sub>2</sub> fire extinguisher in every kitchen or cooking area and on every floor or loft if the building is higher than one storey
- the fire extinguishers must be maintained and serviced at least once a year.

OR

○ **Lightning conductors and fire protection**

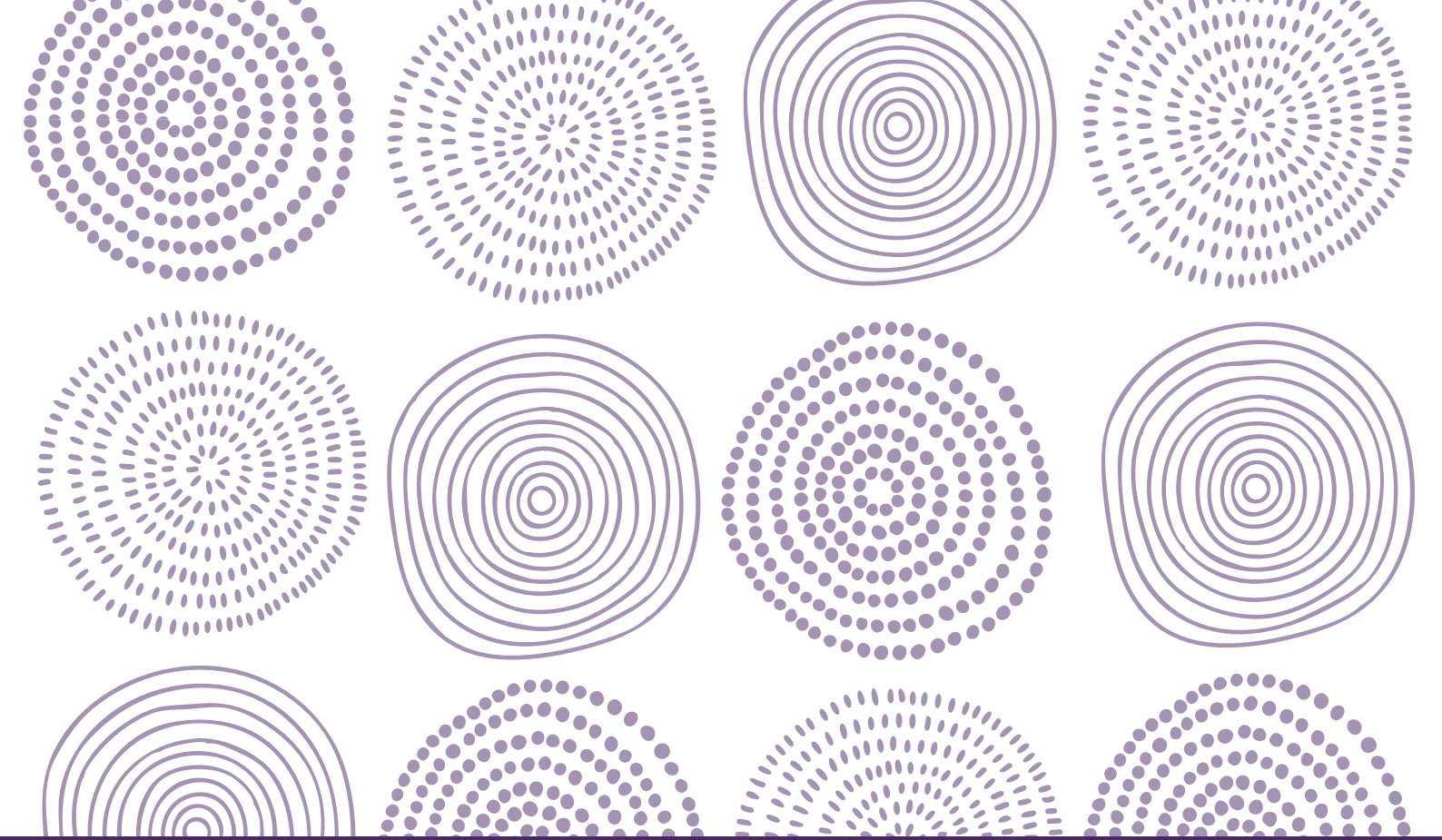
If a lightning conductor is installed it must comply with the following requirements:

- the lightning conductor must be of adequate height to protect the entire building at a minimum angle of 45° from the top of the building to ground level
- where chimneys or gables are not protected a peripheral conductor must be installed around or along them and the conductor must be appropriately earthed
- the lightning conductor must be appropriately earthed to an electrode
- where metal is used in the construction of the thatch roof such as wire mesh or metal-coated insulation, the lightning conductor must be separately earthed
- under no circumstances should steel pipes, cables or electric wiring be in direct contact with the thatch
- there must be adequate clearance between the thatch and metal objects under it
- where metals used in the construction of the roof are not bonded and earthed, a minimum clearance of 1 m must be maintained between metals in the roof and water pipes, vent pipes, tanks, gas pipes, antennas, telephone and bell wires, burglar alarms and electrical wiring and conduiting
- the lightning conductor must be serviced at least once every three years by a specialist installer of conductors
- you must install at least a 5 kg CO<sub>2</sub> fire extinguisher in every kitchen or cooking area and on every floor or loft if the building is higher than one storey
- the fire extinguishers must be maintained and serviced at least once a year.

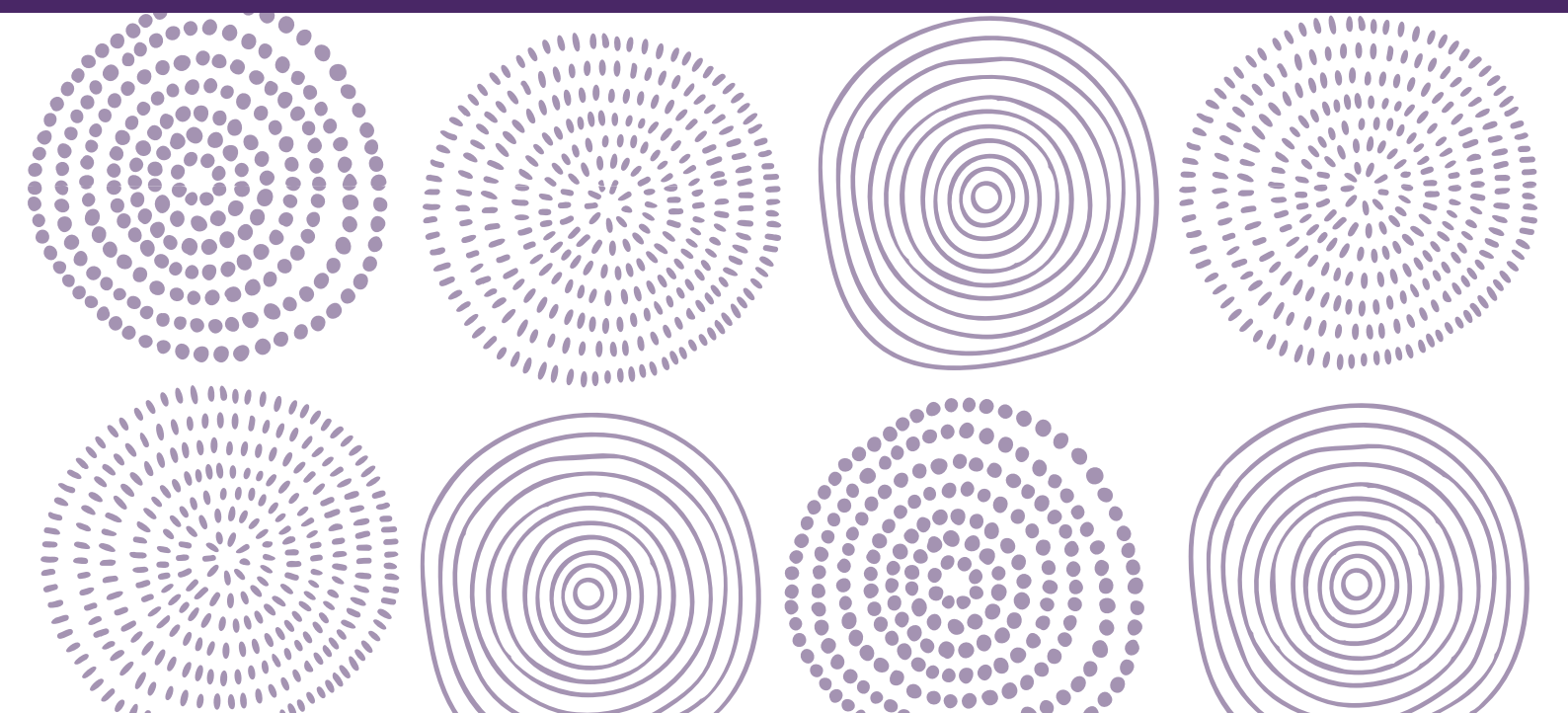
You must also comply with the following additional conditions if you have the following installed:

- **Fire retardant**
  - all wood or thatch treated with a fire retardant must be maintained according to the manufacturer's specifications or at a minimum interval not exceeding three years
  - the treatment of the wood or thatch, as well as the maintenance of the fire retardant, must comply with SABS specifications
  - you must supply us with written proof of this, if required by us.
  
- **Chimneys**
  - all chimneys must comply with National Building Regulations such as the height of the chimney and the materials used to construct it. It must not create a fire hazard to any adjacent material
  - a non-combustible flashing must be installed on the roof around the chimney.





*All Risks*



## All Risks

The section deals with insurance cover for a wide range of accidental loss or damage

### What is "All Risks"?

This covers a wide range of accidental loss or damage that typically occurs away from your home. It tends to involve items that you wear or carry, such as watches, handbags and electronic equipment. The policy wording is very strict around the kind of loss or damage covered, and which of your many personal items you may claim for.

## Where to find it

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## Key terms to understand

<b>You</b>	Includes yourself, your spouse and members of your immediate family who reside with you and are financially dependent on you
<b>Unspecified property</b>	Clothing and personal effects that are either worn or carried with you. These tend to be low-value items such as pens, make-up and handbags. Unspecified property may also include sports equipment and groceries
<b>Specified property</b>	Any item of property that is specifically listed in your Schedule. These tend to be of high value, and typically include jewellery, watches and laptops

## Paying out after a claim

### How much we pay

We will pay out based on the replacement cost of any damaged or lost property.

For any claim under Unspecified Property, we will pay up to the limit, stated in the Schedule, for any one item or groceries. If you have chosen a sum insured of R10 000 and the limit is 25% we will pay up to R2 500 (25%) for any one item or groceries. This pay-out will never exceed the amount in the Schedule.

For any claim under Specified Property, we will pay up to the full value of the sum insured.

Take the time now to check the Schedule for those items you have chosen to list under Specified Property. These are the items that you will be able to claim for in full.

### Example

#### *Unspecified item*

If you have lost a watch that costs R2 500 to replace, and your limit is R2 500 (25% of the sum insured of R10 000), we will pay the full R2 500. If you lost groceries that cost R1 500, and your limit is R2 500 (25% of the sum insured of R10 000) we will pay the full R1 500. This pay-out will never exceed the amount in the Schedule.

#### *Specified item*

If you have lost a ring that costs R20 000 to replace, and it is insured for R20 000, we will pay the full R20 000. If the ring is specified for only R16 000, we will pay only R16 000.

### Pairs and sets

We will not pay more than the proportionate value of any article that is part of a pair or set. So if you lose one earring, for example, we will pay out the value of only that one earring.

### You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement. This is known as the excess, and is listed in the Schedule.

#### Example

If you successfully claim R2 000 for a lost watch, and the excess for that claim is R250, your net pay-out from us will be R1 750.

## What we cover you for

### Accidental loss or damage worldwide

We cover you for loss or damage to your insured property normally worn or carried by you anywhere in the world, from any accidental cause that is not specifically excluded in this section.

In the case of specified property we even cover you for loss due to blocking of your remote control as set out hereunder.

#### Where is my insured property covered?

Your insured property (Unspecified and Specified) is covered while you are wearing it or carrying it with you anywhere in the world. If, however, your property is not carried or worn by you, you must comply with the requirements such as having it kept in a safe or taking reasonable steps to prevent loss or damage. Valuables should always be taken on board of flights as hand luggage and locked in a safe when at your accommodation unless we have agreed otherwise.

### Remote blocking – specified property

If specified property is stolen from your vehicle without any forced entry and you blame that on interference with your remote control by a blocking device, then you must prove it to us. The amount of the pay-out will depend on whether the evidence is acceptable to us and whether it can be backed up by CCTV footage. Check your Schedule now to see what the applicable limits are.

## Which items of your property are insured

### Unspecified property

Unspecified property means everyday items of clothing and personal effects normally worn by or carried on one's person. It includes sports equipment – but you cannot claim for it if it breaks while you are playing. It also includes groceries while you are transporting these from a place of purchase.

The following items of unspecified property are **not covered**:

- vehicle sound equipment
- electronic or computer equipment such as laptops, palmtops, notebooks, iPads, Kindles and tablets and their accessories. However, electronic equipment such as smartwatches, cameras, video cameras, heart rate monitors are covered up to limit stated in the Schedule
- any telecommunication devices such as cell phones

- satellite navigation systems (GPS)
- stamp or coin collections
- camping equipment, or the contents of caravans
- golf clubs
- pedal-cycles
- remote-controlled aeroplanes/drones
- property that is more specifically insured.

If you need cover for any of these items, you must specify them.

### **Specified property**

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

This includes **caravan contents** such as household goods, whether in the caravan itself or the side tent. It also includes sports equipment if it breaks while you are playing as long as these items are specified.

### **Personal computers – extended cover for desktops, laptops and tablets.**

This extends cover for desktops, laptops and tablets as well as their associated accessories. The cover is described in the policy section "Personal Computers". Check your Schedule now to see if you have selected personal computers – extended cover.

### **Items kept in a safety deposit box**

If items are kept in a safety deposit box in a bank or private vault and stated in the Schedule as such, cover will be valid only if they were actually in the safety deposit box in a bank or private vault at the time of loss, theft or damage. If you remove these items without notifying us, you will be covered up to the limit stated in the Schedule.

Therefore make sure you advise us if you remove it, and arrange for full cover outside the safety deposit box.

## **Additional cover you can choose**

### **Applies only if specified**

In addition to the standard cover outlined in the preceding pages, you can also choose to be covered for loss or damage in the case listed below. Check your Schedule now to see if you have chosen this additional cover.

### **Remote blocking – unspecified property**

If unspecified property is stolen from your vehicle without any forced entry and you blame that on interference with your remote control by a blocking device, then you must prove it to us. The amount of the pay-out will depend on whether the evidence is acceptable to us and whether it can be backed up by CCTV footage. Check your Schedule now to see what the applicable limits are.

## What is not covered

### The following specific items

Under no circumstances do we cover the following items under All Risks:

- vehicles, motorcycles, scooters, three-wheeled vehicles, quad-bikes, motorised lawnmowers, golf carts, trailers, caravans, hang-gliders, aircraft (other than remote control aeroplanes/drones if specified) or pleasure-craft – or any of their fitted equipment and accessories
- remote-controlled aeroplanes/drones while in use or in flight
- money, credit cards, debit cards, phone cards, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, manuscripts or documents of any kind
- cameras and photographic equipment used for business purposes or financial gain.

### The following events

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

- termites, insects, domestic pets, vermin, moths, or fumes
- flaws or defects, whether present when the item was new or discovered afterwards
- fluctuations in atmospheric or climatic conditions, or the effects of light
- any process of cleaning, dyeing or renovating
- bursting, rusting, corrosion or deterioration
- defective – design, specification, construction, workmanship or material
- lack of maintenance or upgrading
- any type of virus or malware (harmful software such as viruses or Trojans)
- chipping, scratching, denting or breakage of porcelain or similar articles of a fragile nature
- loss or damage while items are mailed or couriered unless specifically agreed by us in writing
- theft from an unattended vehicle unless:
  - the vehicle is locked, and
  - the insured property is out of view and concealed in a locked boot or locked compartment, and
  - there are clear signs of forced entry
- electrical, electronic or mechanical breakdown, unless accompanied or caused by other insured damage.

## Your specific responsibilities

### Be aware of your responsibilities

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

### Keep jewellery and watches in a safe

You must keep all jewellery and watches valued at more than the amount stated in the Schedule in a securely locked wall- or floor-mounted safe when not in use.

## Keep pedal cycles secured and locked when left unattended

You must comply with the following conditions for your insured pedal-cycles:

- when left unattended from a vehicle:
  - the vehicle must be locked, and
  - there must be clear signs of forced entry
- when left unattended the pedal-cycle or any parts must be:
  - locked away in a building; or
  - securely locked to an immovable object, vehicle or trailer by an approved lock and cable, or chain; or
  - locked inside a vehicle or trailer, and there are clear signs of forced entry
- during an event, the pedal-cycle must be left in a designated secure area provided by an official organiser such as a club or accredited cycling body
- while the pedal-cycle, wheels or parts are in transit:
  - these must be attached to a vehicle or trailer with an approved lock and cable, or chain; or
  - these must be locked inside a vehicle or trailer; or
  - you must have the pedal-cycle carrier securely bolted or locked to the vehicle or trailer by an approved lock
  - you must ensure that the frame and wheels of the pedal-cycle are secured to the pedal-cycle carrier with an approved lock, cable or chain
  - there are clear signs of forced entry.

If these conditions are not complied with, loss or damage to the pedal-cycle or any of its parts caused by theft will be limited up to the amount stated in the Schedule.

### Approved lock, chain or cable

Approved means:

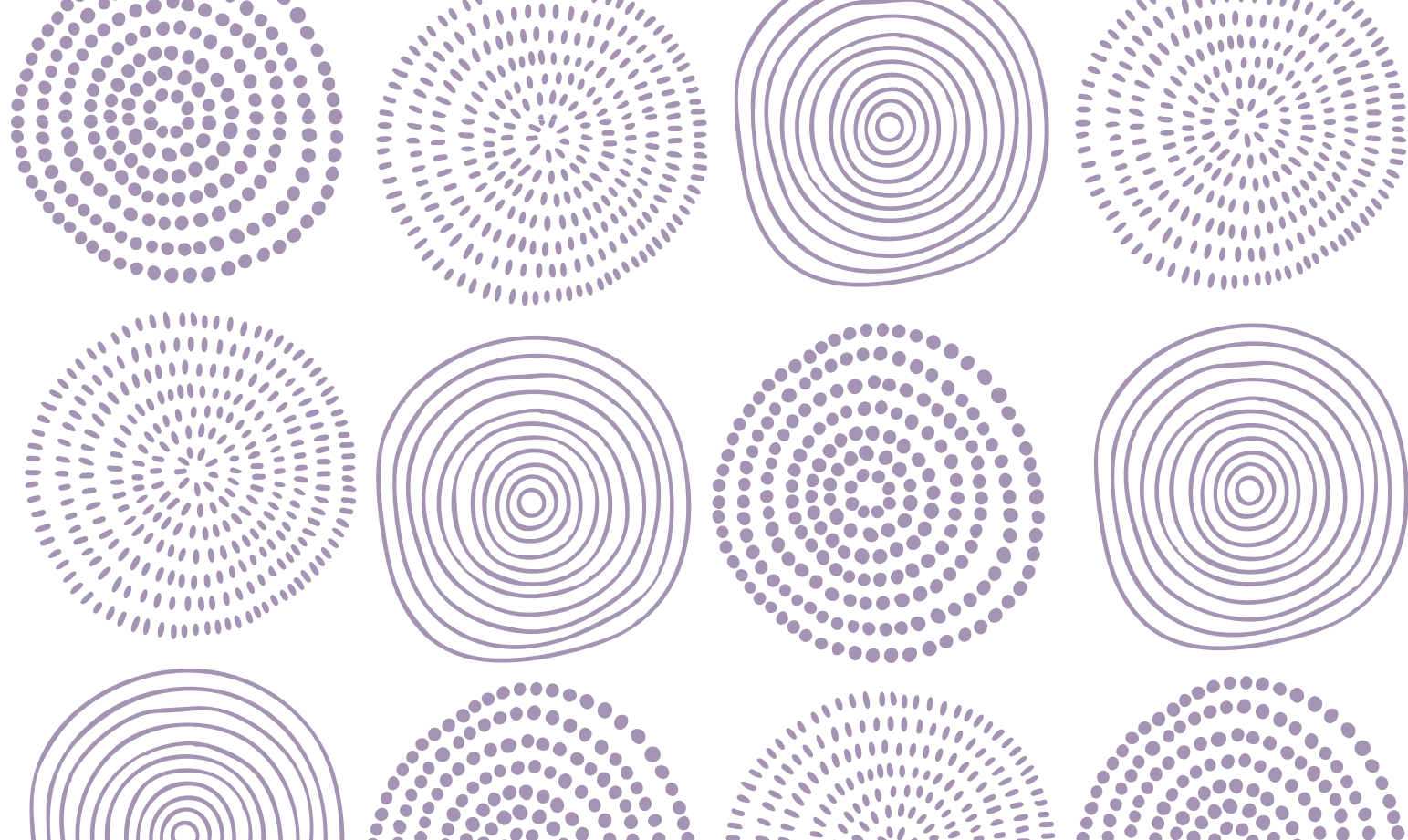
- a cable that is at least 12 mm thick with an integrated lock; or
- a chain that is at least 12 mm thick with a closed-shackle padlock.

## Jewellery and watches kept in a bank safe deposit

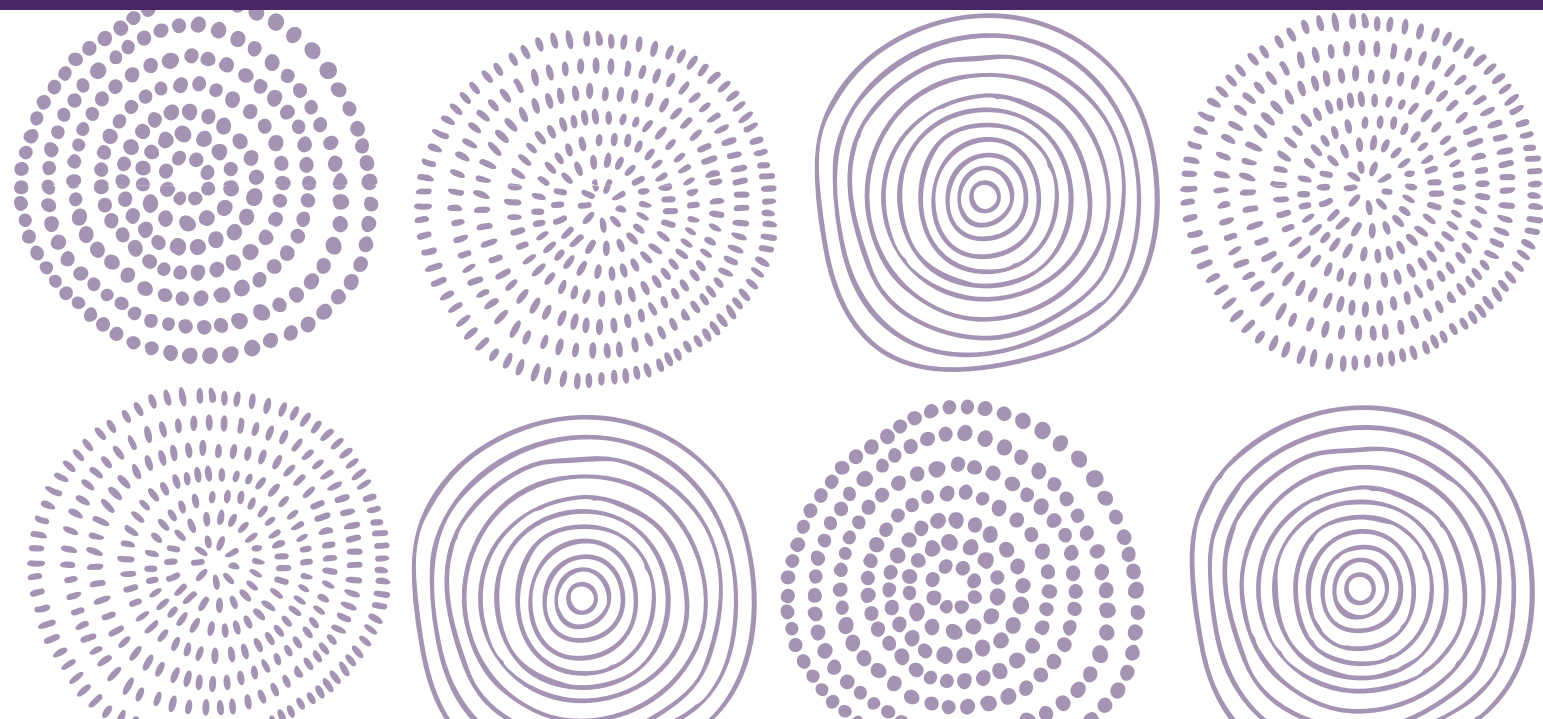
You must advise us if jewellery and watches kept in a bank safe deposit are removed from it.

## Provide us with valuation certificates

Before your cover starts, you must provide us with a valuation certificate from a registered jeweller or valuator for all items of jewellery and watches. If you do not, we will not pay more than the limit stated in the Schedule for jewellery, gold, silver, platinum, watches, and precious or semi-precious stones.



*Personal computers*





## Personal computers

The section deals with insurance cover for your personal computer

### What is your "personal computer"?

This refers to your desktop, laptop or tablet, as well as associated accessories such as printers, screens and software.

The cover here is not only for accidental damage, but also electronic breakdown, such as a hard-disk crash.

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## Key terms to understand

<b>You</b>	Includes yourself, your spouse and members of your immediate family who normally reside with you and are financially dependent on you
<b>Computer</b>	Your computer itself, its carrying case as well as the monitor, keyboard and peripherals. It includes any software supplied as part of the computer by the original equipment manufacturer and any programs or software for which you have a legal licence

## Paying out after a claim

### How much we pay

If your personal computer is damaged or lost, we will pay out based on the replacement cost up to the sum insured stated in the Schedule. This will also apply to any accessories and software supplied as part of the computer by the original equipment manufacturer and any licensed programs or software.

### How we pay

We can decide to replace your computer for you; alternatively, we will give you the money and you can purchase a new one yourself if we cannot repair it.

#### Example

If you have lost a laptop that costs R8 000 to replace, plus accessories, original or specified software and programs for R4 000, we will pay R12 000 or buy you a new laptop with accessories and software for R12 000.

### You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement. This is known as the excess, and is listed in the Schedule.

#### Example

If you successfully claim R8 000 for a lost laptop, and the excess for that claim is R1 000, your net pay-out from us will be R7 000.

## What if you are under-insured?

If you have insured your property for less than its replacement value – i.e. you are under-insured – then you will have to bear a proportion of any loss in the event of a claim. In calculating this, we will apply the principle of average.

### Example

Your laptop including reinstatement of data is insured with us for R6 000, but the cost to replace it is R12 000.

This means you are under-insured by half (or 50%). So if it costs R8 000 to fix, we can pay out only half of R8 000 – or R4 000. Equally, if the laptop is stolen, we pay only half of the R12 000 replacement cost – or R6 000.

This is known as the principle of average.

*The pay-out is calculated as follows:*

Replacement value	R12 000
Sum insured	R6 000
Repair costs	R8 000

*Under-insurance calculation:*

$$\frac{R6\ 000}{R12\ 000} \times \frac{R8\ 000}{1} = R4\ 000 \text{ (less any excess applicable)}$$

## What we cover you for

### STANDARD COVER

#### Accidental loss or damage

We cover you for accidental loss or damage anywhere in the world, from any cause that is not specifically excluded.

For example, you are covered if you drop your computer and break it, spill coffee on it, or it is stolen at home or at work.

#### Remote blocking

If your computer is stolen from your vehicle without any forced entry and you blame that on interference with your remote control by a blocking device, then you must prove it to us. The amount of the pay-out will depend on whether the evidence is acceptable to us and whether it can be backed up by CCTV footage. Check your Schedule now to see what the applicable limits are.

## ADDITIONAL COVER YOU CAN CHOOSE

### Applies only if specified

In addition to the standard cover outlined above, you can also choose to be covered for loss or damage in the cases listed below. Check your Schedule now to see if you have chosen this additional cover:

#### Electronic breakdown

We cover you for accidental electronic breakdown, such as a hard-disk crash.

#### Ensuring compatibility between your old and new computer

As part of getting your new computer operational, we can also cover you for any reasonable costs incurred to ensure that it is fully compatible with your old one.

For example, you may need to change elements of your new computer, replace licensed programs or restore data that has become inaccessible on your old computer.

#### Reinstatement of data

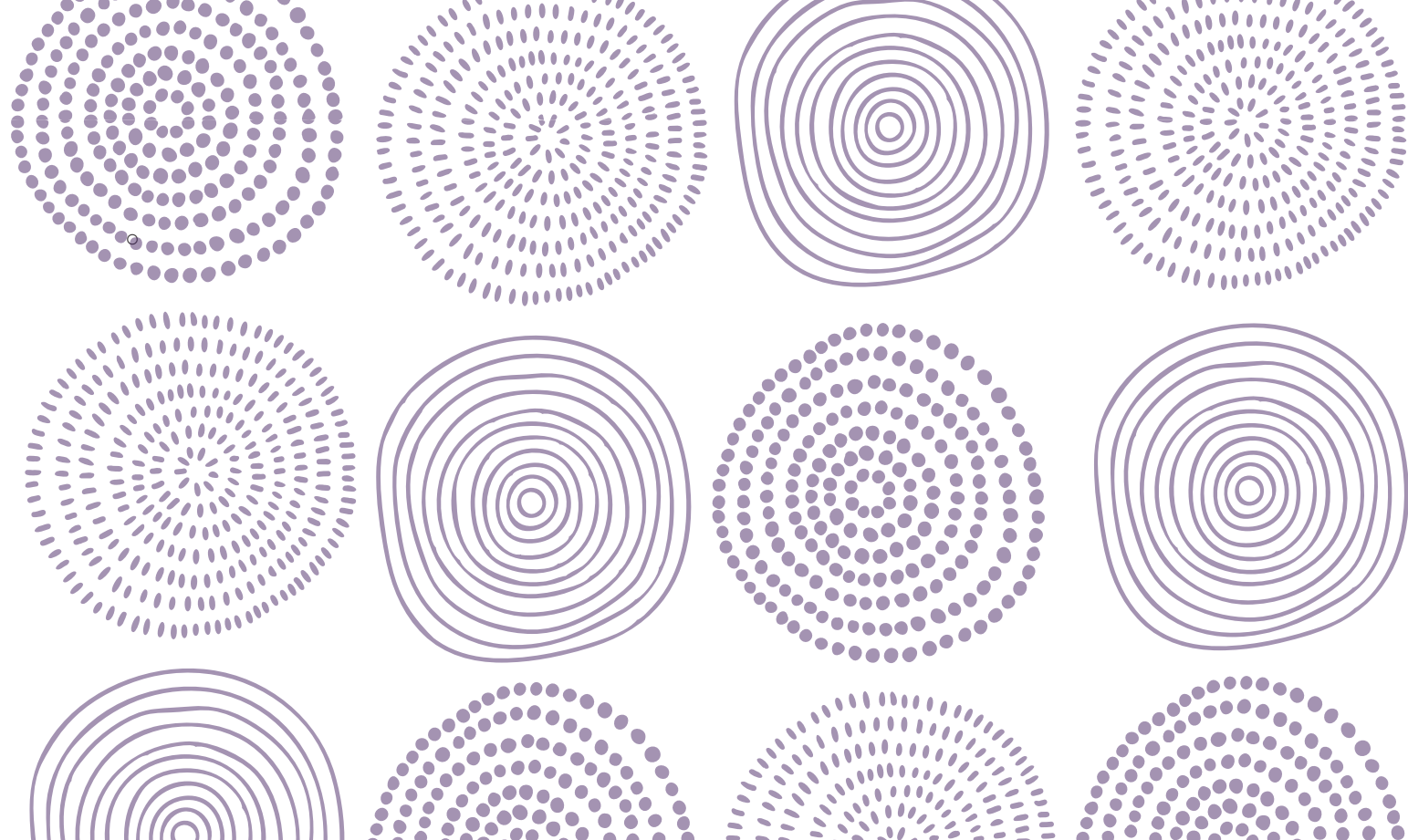
These are necessary costs and expenses incurred by you to reinstate data or programs lost as a result of accidental erasure. This is on condition that the lost data or programs were not caused by:

- program errors
- a virus or malware (harmful software such as viruses or Trojans)
- intentional cancellation, corruption of data or incorrect entry.

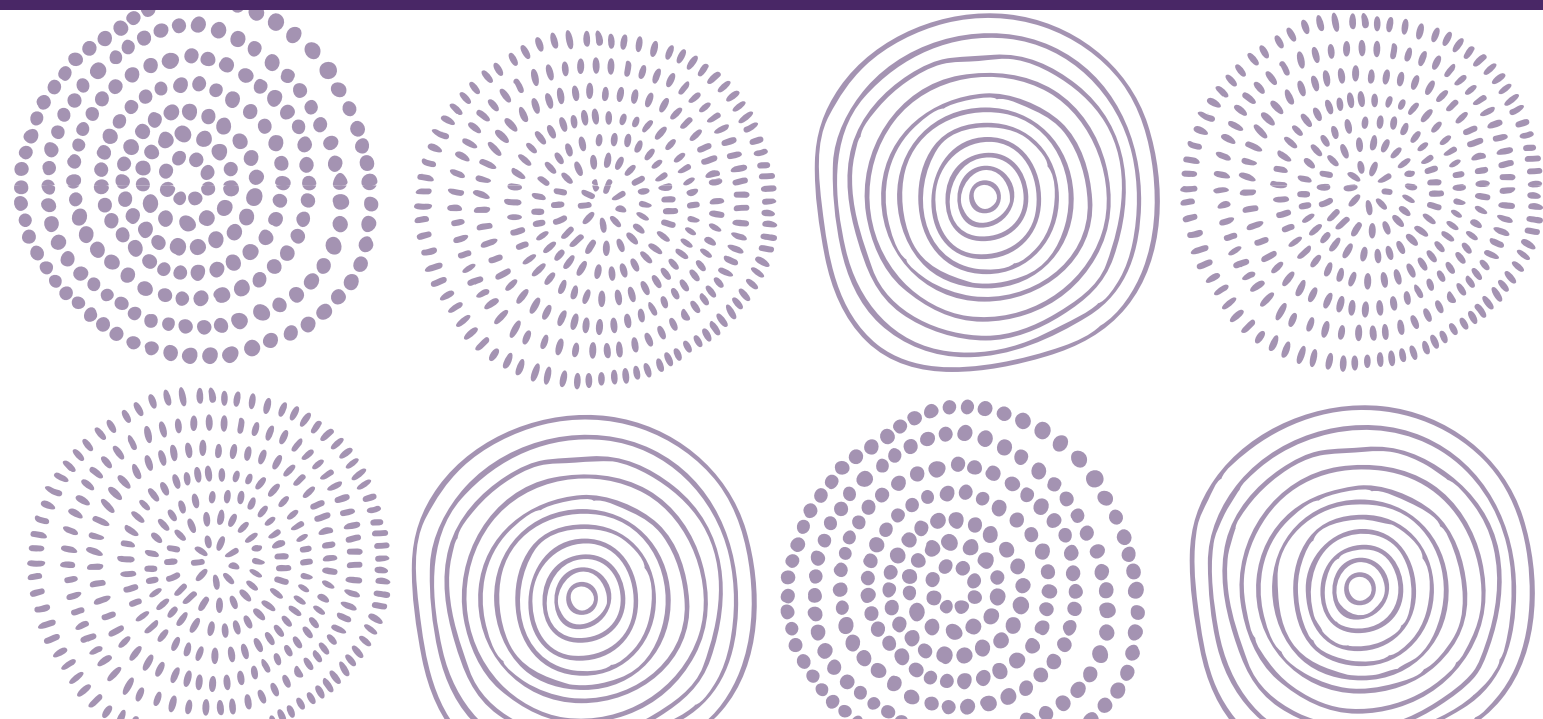
## What is not covered

You are not covered for any of the following scenarios:

- if you use the computer for any purpose other than personal use, or for your home industry or professional home use
- loss or damage that is already provided for under a maintenance or lease agreement
- theft from your place of employment, unless there are clear signs of forced entry into or exit from the building
- any loss from an unattended vehicle, unless there are clear signs of forced entry to a locked boot or compartment where the item was concealed
- loss or damage from:
  - the development of poor contacts, or the scratching of paint or polished surfaces
  - any process of cleaning, maintenance or upgrading
  - any type of virus or malware (harmful software such as viruses or Trojans)
- parts that have a short life, unless this is a result of other insured damage to the computer that happened at the same time
- any loss incurred as a result of your not being able to use your damaged computer
- damage or liability of any kind not specifically provided for here.



*Personal liability*



## Personal liability

The section deals with insurance cover for personal liability

### What is "personal liability"?

It is simply money that you may have to pay other people (third parties), if you should cause them any injury, loss or damage by accident, or through your own negligence.

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## Key terms to understand

<b>You</b>	Includes yourself, your spouse and any members of your immediate family who normally reside with you and are financially dependent on you
<b>Liability</b>	Refers to when you can be held legally liable to pay damages arising out of any event, not otherwise excluded under this section

### The increasing cost of negligence

In today's world, people are more and more aware of their "rights". They will often not hesitate to sue you for loss or damage which they believe is due to your negligence.

Typical examples include your dog biting a passer-by, or a braai in your backyard starting a fire that burns your neighbour's house down.

## Paying out after a claim

### Pay-outs are always limited

When you claim for personal liability, your pay-out will always be limited to a specific amount in any 12-month period. These amounts are chosen by you when you take out the policy, and are stated in the Schedule.

In some cases, the pay-out may be less than the maximum stated in the Schedule if we decide that it represents a fair settlement. We may pay the full limit or any lesser amount for which the claim may be settled to finalise a claim.

All pay-outs are made in South Africa, in local currency.

### Example

Your dog runs out into the street and bites a passer-by. He has to go to hospital, and incurs medical expenses of R95 000. If the sum insured in the Schedule for this kind of event is stated as R1 000 000, we will pay out the full R95 000.

## What we cover you for

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## GENERAL PERSONAL LIABILITY

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### Accidental death, bodily injury or illness

We cover your liability for accidental death, emotional shock, bodily injury or illness sustained by third parties anywhere in the world.

#### What is "emotional shock"?

It is a psychological injury or illness, or an injury or illness of the mind. Emotional shock must be serious enough to be a life changing condition that requires extensive medical treatment.

For example – emotional shock can occur if a person is involved in a serious accident or is a witness to a serious accident which causes injury or death to another person.

### Accidental loss or damage

We cover your liability for accidental loss or damage to property anywhere in the world.

### Legal costs

As part of an insured event, we will pay for any legal costs recoverable from you or incurred with our consent.

## TENANT'S PERSONAL LIABILITY

---

### In the home you are renting

If you are renting the home you live in (i.e. you are a tenant), we cover you for the following instances of personal liability towards the property owner:

- damage to the building caused by an insured event specified under "Household Contents"
- damage to fixed sanitary-ware (for example, the bath or washbasin) or fixed glass (for example, windows or mirrors)
- damage to water, gas, sewerage, electricity or telephone connections to the building or outbuildings.

### Towards your domestic worker

If you are a tenant, we also cover you for the following instances of personal liability towards your domestic worker, provided that these arise out of their employment duties:

- loss or damage to their property
- bodily injury or death.

This cover overrides any exclusion around domestic workers that may feature elsewhere in this policy.

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## PROPERTY OWNER'S LIABILITY

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### For the home you own

If you own the private home, we cover you for the following instances of personal liability:

- loss or damage caused by an insured event specified under the Buildings section
- death, bodily injury, loss or damage that arises directly out of your ownership of the home specified under the Buildings section.

### Towards your domestic worker

If you own the private home, we also cover you for the following instances of personal liability towards your domestic worker, provided that these arise out of their employment duties:

- loss or damage to their property
- bodily injury or death.

This cover overrides any exclusion around domestic workers that may feature elsewhere in this policy.

### Renting out your home

If you own the private home that you have let or rented out to a tenant, we cover you for the following instances of personal liability:

- loss or damage caused by an insured event specified under the Buildings section
- death, bodily injury, loss or damage that arises directly out of your ownership of the home specified under the Buildings section.

Your tenants are regarded as third parties for the purpose of this cover.

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## SECURITY-RELATED LIABILITY

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In addition to the standard cover outlined in the preceding pages, you are also covered for the following:

### Wrongful arrest

If your activities as a member of a Neighbourhood Watch (or similar voluntary non-profit organisation) result in the wrongful arrest or attempted wrongful arrest of an alleged suspect, we cover you for any sums of money that you may subsequently be liable to pay.

This is on condition that the alleged suspect is not a member of your family or household, or any person employed by you.

## Activities of your security company

We cover your liability for any claims that may arise against you as a result of the fact that you use a legally registered security company to protect your insured property.

This includes the liability you may accept in your contract with the security company to indemnify them for events happening in and around your premises.

## Electric fence

Your liability relating to the ownership of an electric fence which may lead to bodily injury or death.

## We also cover you for any event which is not covered under the cover described above

We also cover you for all sums which you become legally liable to pay as compensation arising from any event which is not covered under the cover described above, anywhere in the world unless we specifically exclude it in this section.

As part of an insured event, we will also pay for any legal costs recoverable from you or incurred with our consent, but the total compensation will never exceed the limit in the Schedule.

## Additional cover you can choose

### Business liability

*This particular element of Personal Liability cover is optional, and is valid only if you asked for it when you took out your policy. Please check your Schedule to see if it applies to you.*

You are covered for personal liability that arises out of your employment, business or profession. It includes any legal liability arising out of the actions of your employees while undertaking deliveries or collections at your clients' premises.

However, this cover does not include liability for the following:

- damage to any property you have been working on that is the direct result of that work
- any contract for the performance of work
- loss or damage arising from any advice or treatment given by you, or under your direction
- loss or damage arising from goods or products supplied by you, including containers, labels and instructions
- damage caused by vibration, or by the removal or weakening of or interference with the support to any land, building or other structure
- loss or damage arising from any activities directly related to any educational activity for and on behalf of an educational concern such as a crèche or playgroup
- any event that you failed to notify us of in terms of the conditions of this section.

## What is not covered

### **Judgments under US or Canadian law**

You are not covered for liability arising from any judgment, award, payment or settlement made in a country that operates under the laws of the United States of America or Canada.

You are not covered either if there is a court order anywhere else in the world designed to enforce such a judgment, award, payment or settlement – unless the court order is enforceable in a South African court of law.

### **Agreements that create their own liability**

You cannot, in an agreement you might sign with a third party (for example, a builder), accept liability for something that you could not reasonably be held liable for in the first place. For example, you cannot accept liability for the actions of a builder who is renovating your home, for that is clearly his responsibility.

### **Punitive fines, penalties or exemplary damages**

We do not cover liability arising out of any punitive fines, penalties or exemplary damages that may be awarded against you.

### **Seepage, pollution and contamination**

You are not covered for the cost of cleaning up, removing, nullifying or reinstating any property that has been lost or damaged by seepage, pollution or contamination.

### **Your employment, business or profession**

We do not cover you for any liability arising from your employment, business or profession, unless you are covered under Business Liability.

### **Land and buildings**

You are not covered for liability arising out of the ownership of any land or buildings, unless they are insured under the Buildings section of this policy, and the land is used for residential purposes.

### **Letting of property**

We do not cover liability arising solely from the specific activity of letting or renting property (whether movable or immovable) for monetary reward.

#### **Example**

If you rent your own home out to a third party you are covered under Property Owner's liability for certain insured events causing loss or damage. If, however, you let out property to third parties as a commercial venture such as an estate agent, the liability arising out of the letting activities is not covered under this policy.

## **Use and ownership of vehicles**

You are not covered for liability arising from:

- your ownership or use of aircraft other than model aircraft
- your ownership or use of pleasure-craft greater than 10.5 m
- loss or damage to any motorised vehicle or aircraft in your care, custody or control
- the use of any motorised vehicle if legislation requires you to insure the vehicles or provide security, or the governmental body has accepted responsibility for compensation
- the use of unmanned aerial vehicles (UAVs) such as drones, other than radio-controlled model aircraft (RCAs)
- the use of any motorised vehicles unless they are insured under the Motor and Pleasure-craft sections of this policy and you have successfully claimed under those sections for own damage.

## **Death or bodily injury to employees or family**

We do not cover liability for death of, or bodily injury to, you or any member of your family, or any employee arising out of their employment by you.

## **Loss or damage to property**

We do not cover you for loss or damage to property that:

- belongs to you, your family or your employee
- is in your custody and control
- is in the custody and control of your directors, members, trustees or beneficiaries, or members of their families who usually reside with them, if you are a company, close corporation or trust
- is covered under some other insurance policy.

## **No cover during structural alterations**

We do not cover you for loss or damage to your home or outbuildings when these are being structurally altered, and the loss or damage is caused by these alterations.

## **Fraud, assault, reckless disregard**

You are not covered for liability that arises out of:

- dishonest, fraudulent or malicious acts by you
- physical assault committed by you
- the reckless disregard by you of the possible consequences of your actions or omissions.

## **Failure of insured to comply with obligations**

You are not covered for liability that arises out of:

- the purchase, sale, barter or exchange of any property (movable or immovable) or
- your failure to comply with any obligations in terms of the transaction.

**Debt, maintenance or alimony**

You are not covered for liability that arises out of your failure to pay any debt or alimony or a breach of promise.

**Spread of fire**

Unless it is stated as covered in the Schedule, you are not covered for liability that arises out of fire spreading from your farm, plot or smallholding, which you occupy as tenant or owner.

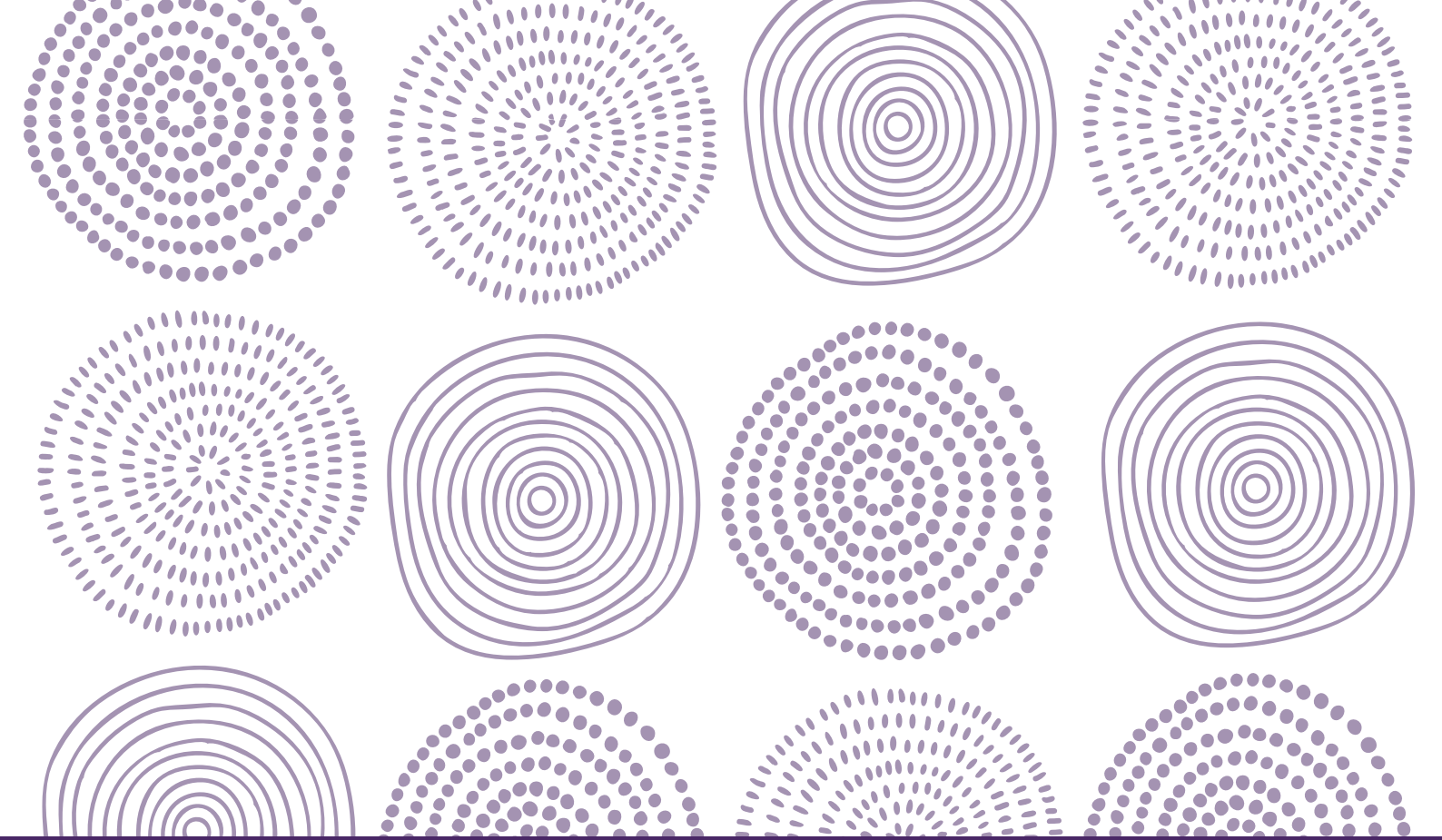
**Your specific responsibilities**

**No promises or payments without our consent**

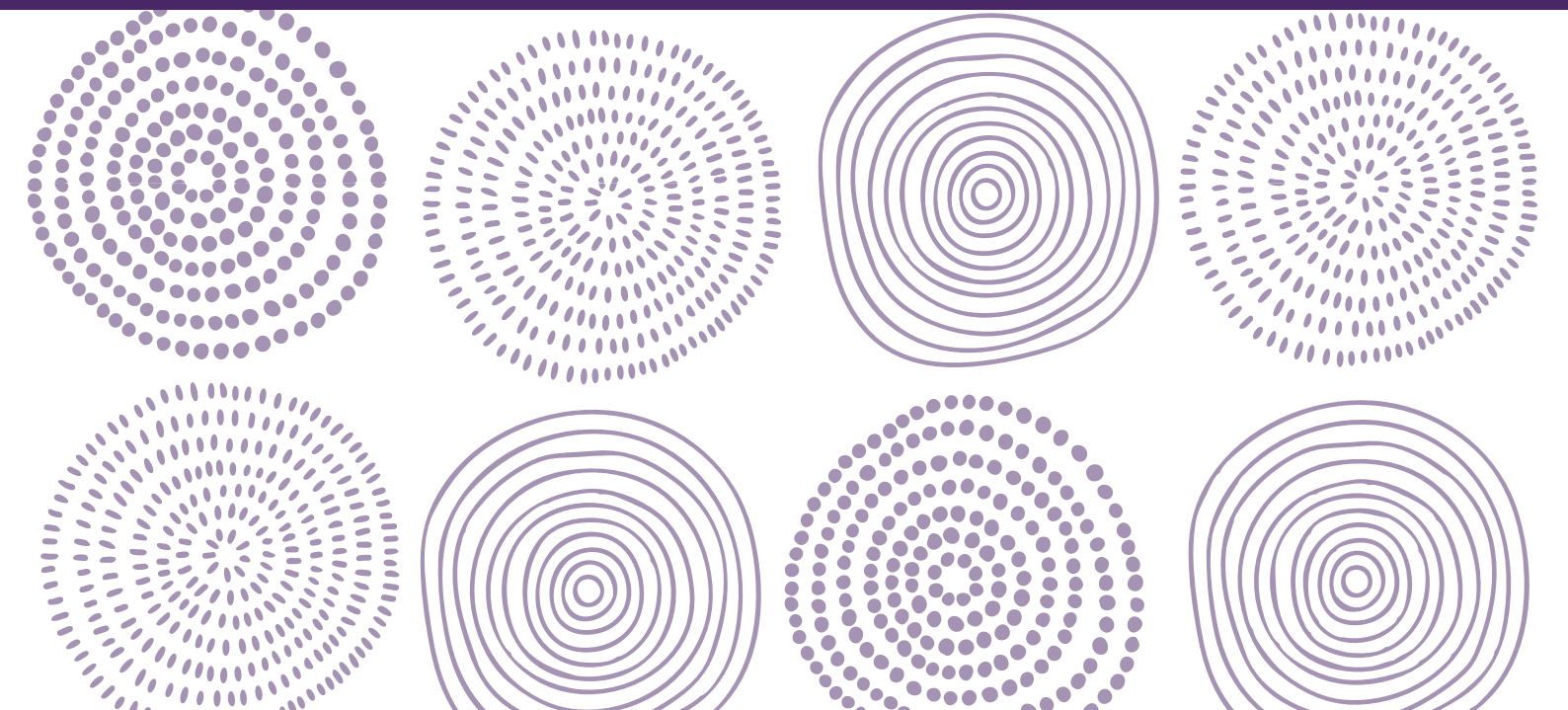
You must take all reasonable steps to ensure that you do not make any admission, offer, promise or payment in relation to a claim without our written consent.

**Tell us right away of claims**

If you have reason to believe that a recent event may lead to a liability claim against you much later – perhaps years later – you must inform us immediately.



*Legal costs*



## Legal costs

**This section deals with insurance cover for any legal costs that you may incur**

### **What are "legal costs"?**

These are costs that you may incur if ever you have to defend yourself against legal action, or if you are forced to take legal action against someone else.

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## Key terms to understand

<b>You</b>	Includes yourself, your spouse and any members of your immediate family under the age of 21 who normally reside with you, and are financially dependent on you
<b>Legal costs</b>	Costs and expenses arising from a claim under this section, and for which you are liable
<b>Identity theft</b>	The theft, copying or illegal use of your identity document, or any confidential information relating to your identity by any person other than your spouse and any members of your immediate family

### **Beware of identity theft**

If someone should steal the details of your personal identity – for example, your ID number and address – they would be able to pass themselves off as you. They would then be able to enter into contractual arrangements in your name, access confidential information and even obtain credit.

## Paying out after a claim

### **Report all claims to us immediately**

All claims must be reported to us immediately and we will instruct our preferred attorneys to assist you, or we may reject your claim.

### **Legal costs**

For any claim where you require us to pay your legal costs, the amount paid out will be based on the tariffs of our preferred attorneys, up to the limit specified in the Schedule.

During any 12-month period, we will not pay more than the limit, even if you should have more than one successful claim.

Please feel free to request a copy of our attorneys' tariffs which will be adjusted to cater for increases over time.

### **You always pay the first amount, or excess**

You will always have to pay the first part of any claim settlement. This is known as the excess, and is listed in the excess Schedule.

### **Example**

If you successfully claim R2 000 to defend yourself in a criminal case, and the excess for that claim is R250, your net pay-out from us will be R1 750.

## What we cover you for

We cover you for legal costs and expenses, based on our tariffs and limits, after we have decided that there is merit in pursuing a legal solution arising out of any of the following only:

- **Civil action**  
Any civil action by you or against you
- **Criminal charge**  
Defence of any criminal charge against you excluding a fine or bail that is levied against you
- **Labour relations**  
Any legal action by you or against you, in a labour court
- **Family matters**  
Any legal action relating to family matters such as divorce, custody or maintenance

Where any cover is subject to a waiting period, you may claim only once it has ended.

Please check your Schedule now for the waiting periods that may apply to you.

### Difference between civil action and criminal action

A civil action is when one person institutes legal proceedings against another person claiming for damages or performance from that other person. A criminal action occurs when a person is brought to court by the state and is accused of breaking a law which is classified as a crime – for example, armed robbery.

### Identity theft

If your personal identity document is stolen, or any confidential information relating to your identity is copied or obtained without your authorisation, we will cover you for the following, as long as the theft occurred after the policy started:

- the *financial loss* suffered by you as a direct result of the identity theft
- all reasonable costs incurred in order to *reinstate your credit status* to the position it was in before the identity theft
- all reasonable costs incurred in order to *monitor your credit status* through a credit bureau of our choice
- all reasonable costs (such as telephone calls, letters, affidavits, copies of documents, etc.) incurred to *replace any stolen cards* or identification documents
- loss of income for each whole day of *unpaid leave* you may have to take to attend to and reclaim your identity.

The maximum amount we will pay for this is based on the tariffs of our preferred attorneys, up to the limit specified in the Schedule.

## What is not covered

We do not cover legal costs or expenses incurred in any legal matter relating to the following:

### **Matters where no provision is made for legal action, such as:**

- adoption, servitude, or the declaration of rights
- administration of estates, or the drafting of legal contracts and appeals
- debt counselling

### **Business activities**

- your business or occupation
- the renting or letting of property

### **The following legal actions**

- copyright, patents and similar rights
- civil action by you against your attorney in his professional capacity
- civil action between the holders of this policy as listed in the Schedule, except when this involves a family matter
- any action involving us (Hollard)
- any traffic offence that can be settled by an admission of guilt
- any action involving an insurance excess
- application procedures and *ex parte* applications
- any action outside South Africa
- any action that occurred before this cover started

### **Unauthorised or non-legal costs**

- any costs by attorneys other than our preferred attorneys appointed by us
- any costs not specifically authorised by us
- any costs that do not appear on our tariffs
- any non-legal costs

### **Professional sports**

- professional sports of any description

### **State security**

- any act aimed at overthrowing the government or threatening its safety

### **Violence, dishonesty or immorality**

- any act or omission where we reasonably believe there is an element of violence, dishonesty or immorality.

## Vehicles

We do not cover legal costs or expenses incurred in any legal matter relating to the following:

- any accident involving a vehicle, aircraft or watercraft while it is being used for racing
- any vehicle accident in the following cases when you are accused of:
  - your vehicle not being roadworthy
  - your vehicle not being legally licensed
  - not having a valid driver's licence
  - being under the influence of intoxicating liquor or drugs, or the alcohol content in your blood exceeds the legal limit (this is irrespective of the method used to determine the degree of intoxication – for example, a breathalyser test or a blood test).

The scenarios outlined above also apply to any other person who may be driving or towing your vehicle with your permission.

Despite the exclusions listed above, we may, at our discretion and depending on the circumstances, examine the merits of a claim and decide to pay out.

## Your specific responsibilities

### Report claims immediately

As soon as you become aware of the theft of your identity or any other claim, you must take all necessary steps to limit the damage. Tell us right away, report it to the police, alert your creditors and follow the advice given to you by your legal advisers.

### Use our preferred legal adviser

We strongly recommend that you use our preferred legal advisers. However, if we agree you may use your own legal advisers, you are responsible for any differences in the fees charged.

### Act in time

You must avoid delays by giving timely and appropriate instructions to the legal advisers. If not, your claim may be rejected.

### Listen to your legal advisers

You must follow the professional advice given to you by the legal advisers, or your claim may be rejected.

### Use the Small Claims court where appropriate

If a claim is within the jurisdiction of the Small Claims court, it must be heard there.

**Do not incur costs without our consent**

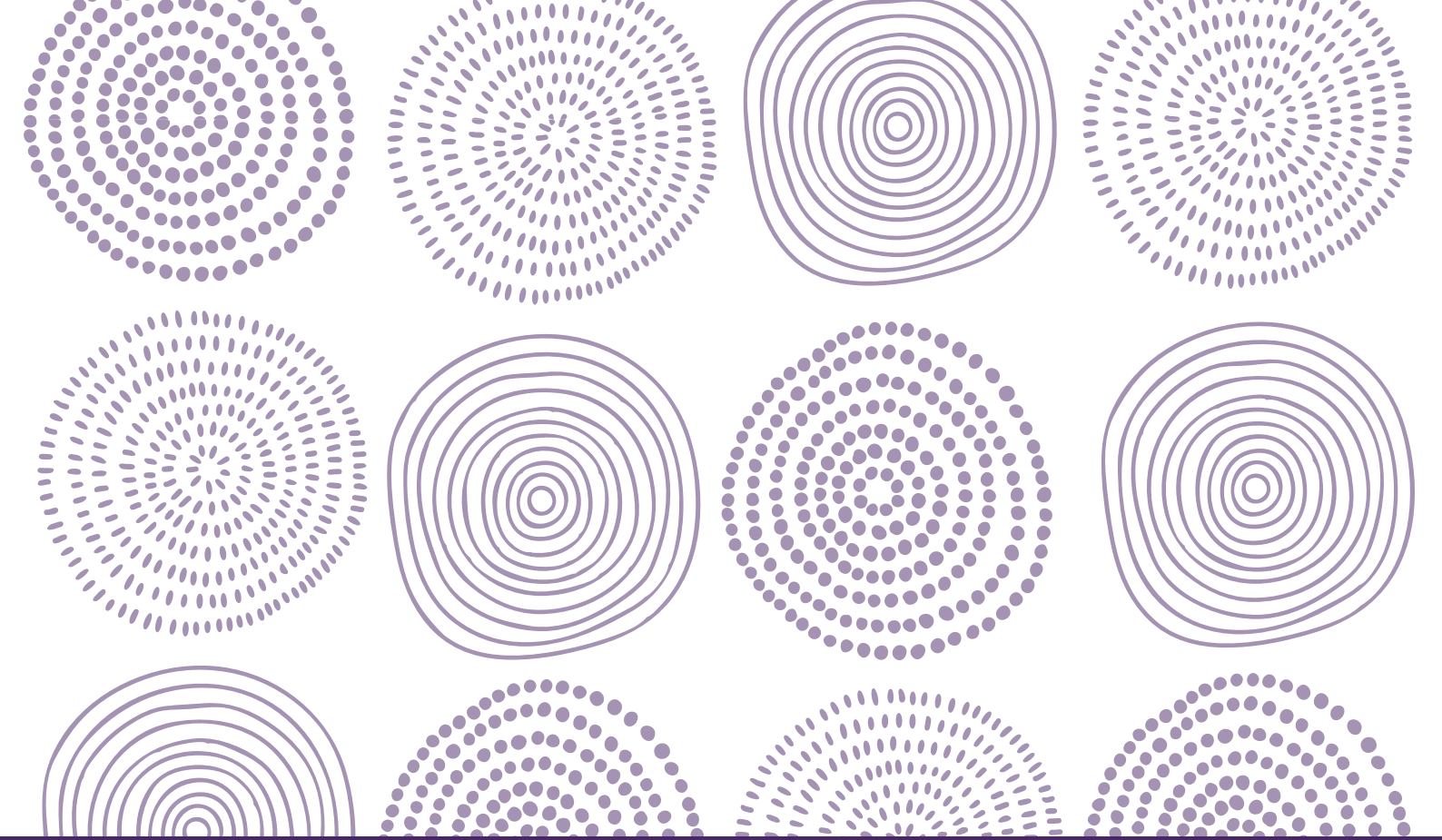
You must obtain our consent before incurring any legal costs or expenses; otherwise your claim may be rejected. Therefore you must send all bills or estimates to us for approval.

**Return all recoveries to us**

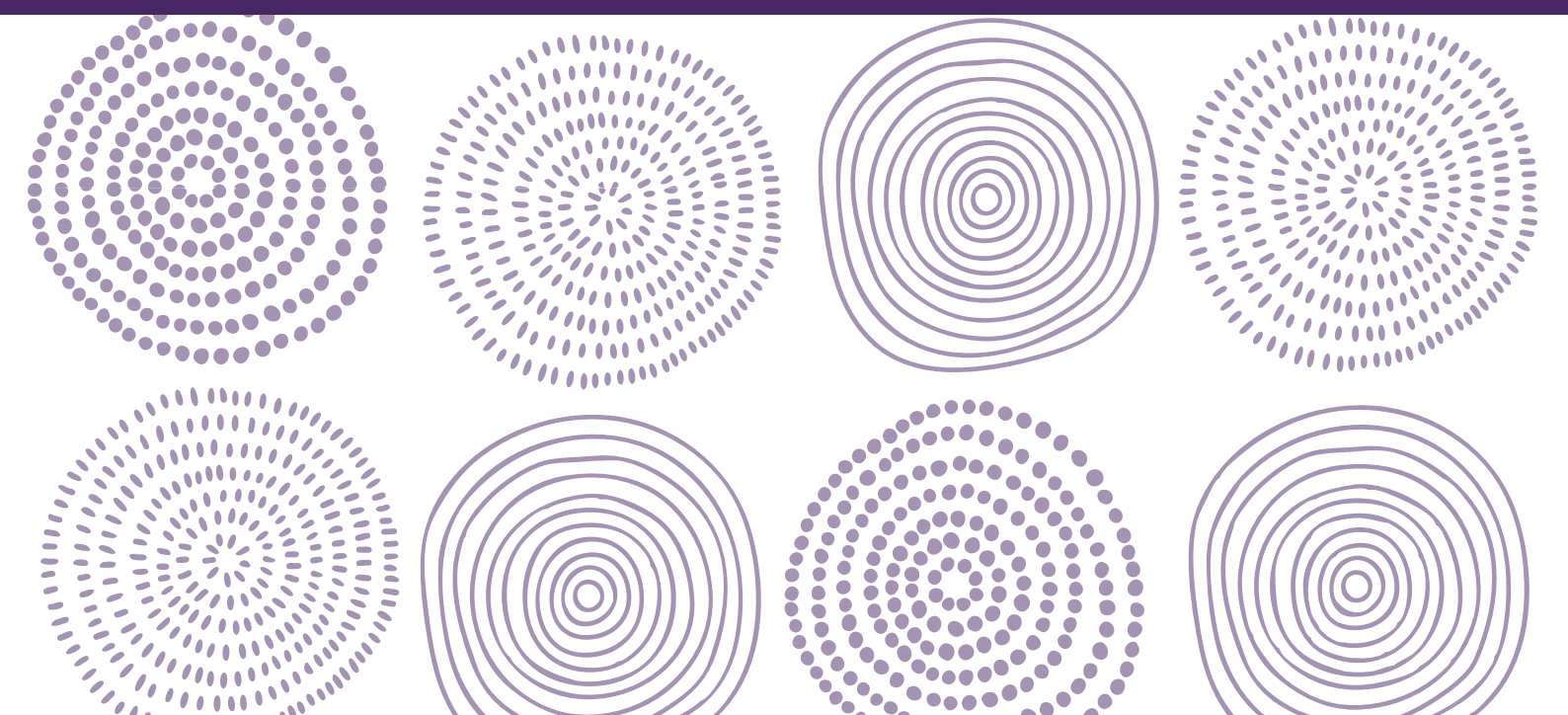
In any legal action that you undertake, you may succeed in recovering costs and expenses from the other party. These are known as recoveries, and must be returned to us.

**Tell us about any additional insurance**

You must tell us about any additional insurance that you may have for legal costs and expenses, or your claim may be rejected.



*Personal accident*



## Personal accident

**This section deals with insurance cover for you in the event of personal accident**

### **What is "personal accident"?**

A personal accident is an event that causes you injury, disability or death. It can be a simple fall that results in a broken leg, or something more serious like a car crash that leaves you in a wheelchair.

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## Key terms to understand

<b>You</b>	The insured person in whose name the policy is issued  It also includes any other insured person or beneficiary named in the Schedule
<b>Bodily injury</b>	Injury sustained by you as a result of violent, external and accidental means

## Paying out after a claim

### How much we pay

We pay out the exact amount of cover that you chose when you signed up for this policy, so any claim is settled simply by referring to the Schedule of compensation below:

#### *Schedule of compensation*

- death – sum insured stated in the Schedule
- medical benefit – sum insured stated in the Schedule
- disability – as stated in the disability table

### Who do we pay

We pay you, or any person or beneficiary named in the Schedule. In the event of your death, payment is made to your legal representatives, your estate or the person you have nominated in the policy as your beneficiary.

### Age limit: 18-75

You can claim only if you are older than 18 years of age and younger than 75 years of age. No pay-outs will be made to anyone outside of this age limit, even if the claim is a valid one.

### Disability affects pay-out

The pay-out that you receive for disability depends on the extent to which you are disabled: the more severe your disability, the higher the pay-out. See table on next page.

Note, too, that the pay-out for disability will be deducted from any amount payable for death caused by the same accident.



DISABILITY TABLE	
DISABILITY (Total and permanent)*	Percentage pay-out
Total and permanent disability from following any employment or occupation	100%
Loss of both hands or feet, or one hand and one foot	100%
Loss of all sight in one eye, and loss of one hand or one foot	100%
Loss of all sight in both eyes	100%
Loss of all sight in one eye	50%
Loss of hearing or speech	50%
Loss of hearing in one ear	15%
Loss of one hand	50%
Loss of arm from shoulder	75%
Loss of forearm	65%
Loss of one foot	50%
Loss of thigh	75%
Loss of leg at or below knee	65%
Loss of thumb (both phalanxes)	25%
Loss of thumb (one phalanx)	10%
Loss of index finger (three phalanxes)	10%
Loss of index finger (two phalanxes)	8%
Loss of index finger (one phalanx)	4%
Loss of finger other than thumb or index finger	5%
Loss of big toe	5%
Loss of any other toe	1%
Any permanent partial disability not specified above, other than loss of sense of taste or smell.	A percentage consistent with the above, without regard to your occupation

\* *The disability, or loss of use of the relevant parts of your body, cannot be of a temporary nature; it must be total and permanent. Loss includes loss of use, whether or not the limb or body part in question has been amputated.*

## What we cover you for

### **Bodily injury**

We cover you for bodily injury sustained anywhere in the world that results in:

- death within 24 months
- permanent disability within 24 months
- injury that requires medical treatment.

The bodily injury must have been sustained directly as a result of an event that was clearly violent and accidental.

If the injury results in death, we will be entitled to have a post-mortem examination undertaken. This will be done at our own expense.

### **Disappearance**

We will pay out the death benefit if you have disappeared, or are presumed dead by a court of law. There also has to be reasonable evidence that this was as a result of an injury as defined in this section.

If you are subsequently found to be alive, the pay-out has to be refunded by the person to whom it was made.

### **Exposure**

We will pay if you are injured as result of exposure to the elements after an accident or an accident of the vehicle you are travelling in. Injury here includes the effects of thirst and starvation. So any claim is settled simply by referring to the schedule of compensation below:

#### *Schedule of compensation*

- death – sum insured stated in the Schedule
- medical benefit – sum insured stated in the Schedule
- disability – as stated in the disability table

### **Bereavement benefit**

In the event of an accident giving rise to a death claim, we will pay the benefit stated in the Schedule as a contribution towards bereavement expenses.

### **Trauma counselling**

We will pay the benefit stated in the Schedule if you require professional counselling as a result of a violent act of theft, hold-up, hijacking or unlawful assault.

## What is not covered

### **Other cover**

If you are covered under the “EnRoute” section of this policy there is no cover under this section for motor-related personal accident claims. All motor-related personal accident claims must be submitted under the “EnRoute” section.

### **Certain activities, actions or medical conditions**

*Skydiving, underground mining, self-injury, stress, etc.*

### **High-risk sports**

We do not cover claims resulting from the following sports where the risk involved is clearly high, with an increased chance of injury or death:

- parachuting, skydiving, bungee-jumping, bridge-jumping, base-jumping, hang-gliding, paragliding, polo, steeple-chase, rugby, sports of any kind on ice or snow, wrestling, martial arts, scuba diving and water-skiing
- speed or endurance tests, and racing (other than on foot)
- flying (other than as a passenger in a licensed passenger-carrying aircraft, piloted by a qualified person)
- big-game hunting
- mountaineering where the use of ropes or a guide is necessary.

### **High-risk occupations**

We do not cover claims resulting from the following occupations where the risk involved is clearly high, with an increased chance of injury or death:

- a member of the armed forces
- a crewman on a ship or oil-rig
- underground mining and tunnelling
- the manufacture of ammunition and the refining of petroleum
- professional sport (for example, rugby, motor-racing).

### **Irresponsible actions**

We do not cover claims resulting from the following irresponsible actions that clearly have a high risk of injury or death associated with them:

- suicide, attempted suicide and intentional self-injury
- wilful misconduct
- being drunk or under the influence of drugs.

### **Certain medical conditions**

We do not cover claims resulting from the following medical conditions that have a high risk of injury or death associated with them:

- insanity and neurosis
- stress and any related conditions
- any physical disability, infirmity, illness or disease that you already had when the policy started.

## **Your specific responsibilities**

### **Seek immediate medical treatment**

In the event of a personal accident likely to lead to a claim, you must immediately see a registered medical practitioner, and follow any treatment that is recommended.

### **Agree to regular medical examinations**

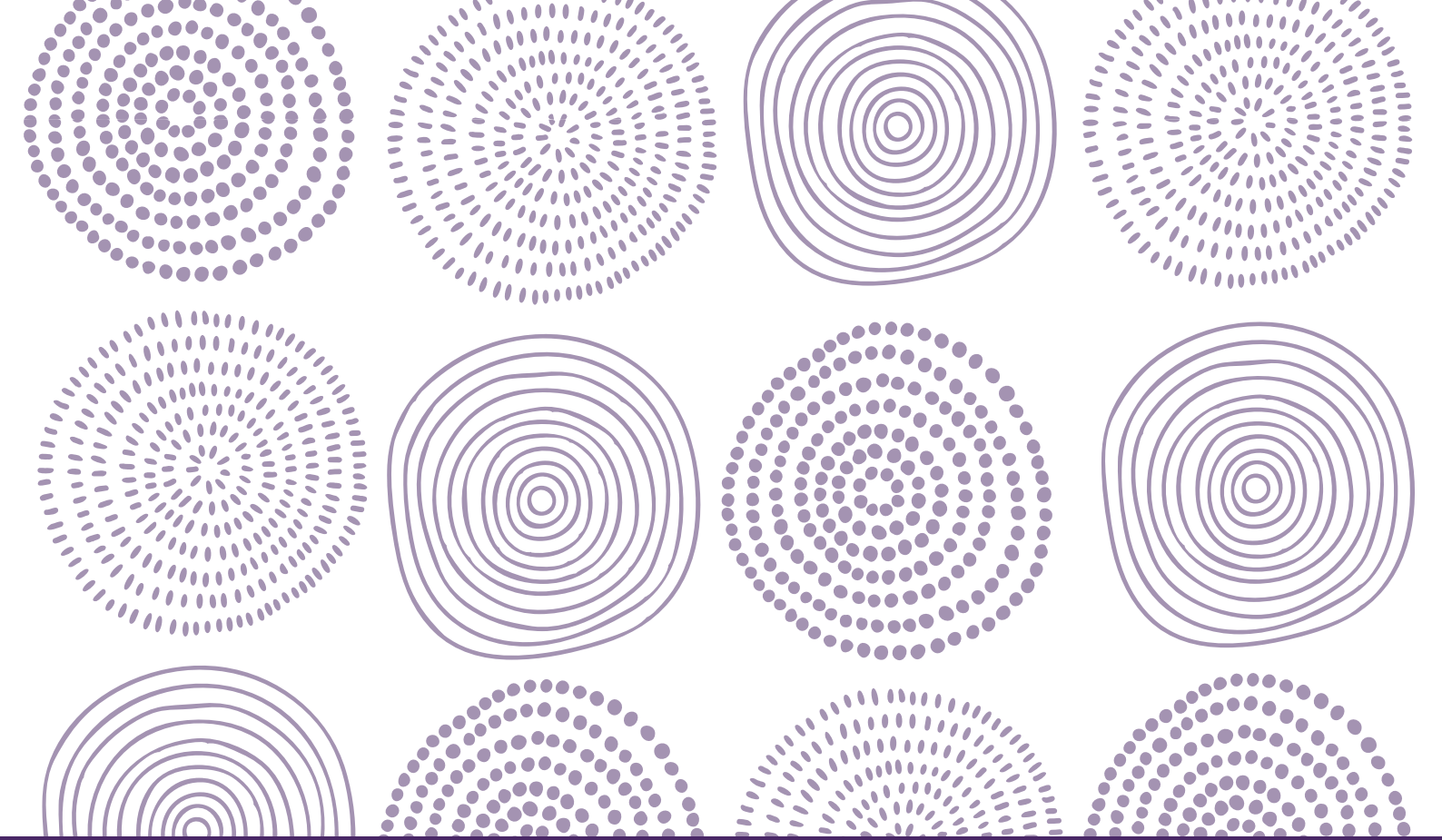
You must submit to any medical examination that we require of you, as often as required. We will pay for these medical examinations.

### **Tell us of important changes**

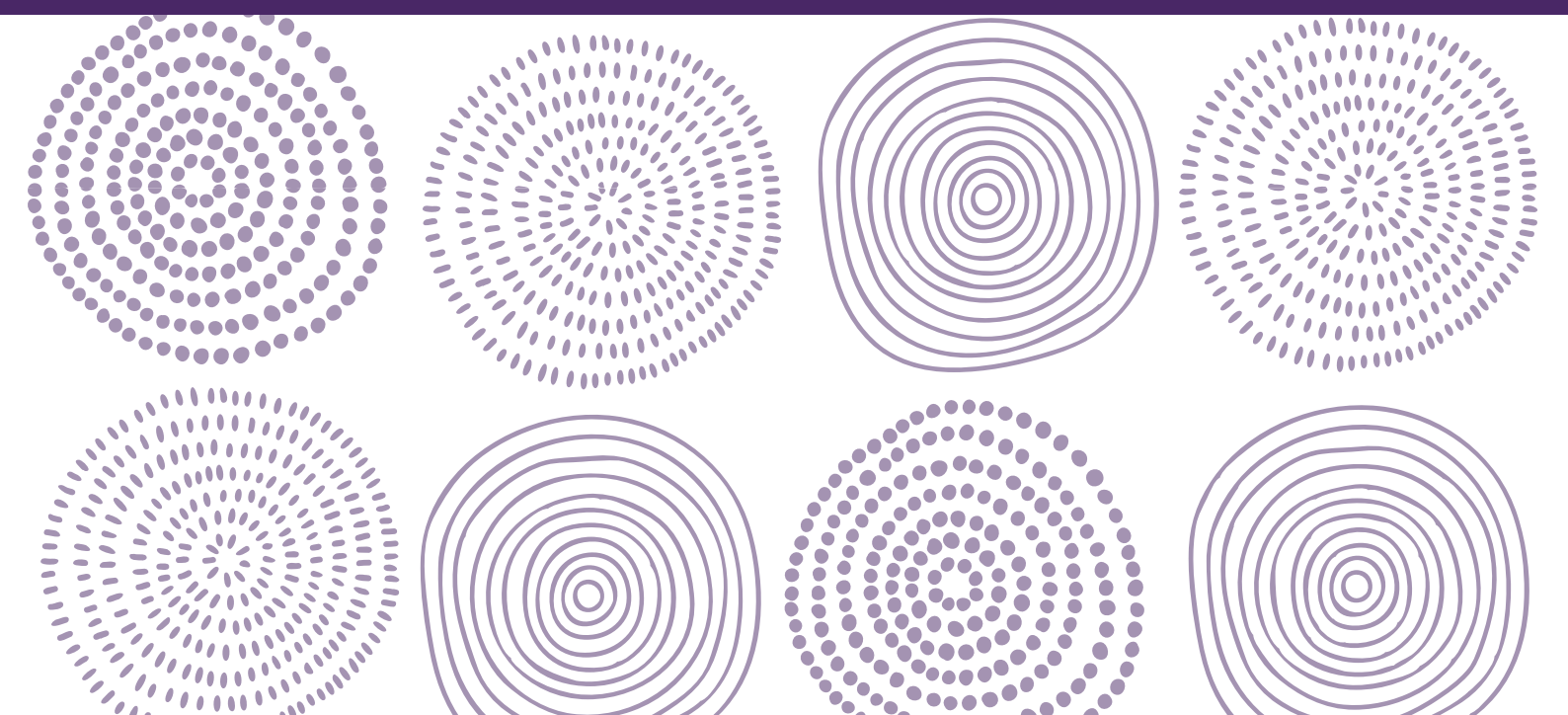
You must tell us immediately of any changes to your health or lifestyle that are likely to have an effect on your risk profile.

Examples are:

- a serious illness or any physical infirmity
- a career change that results in a more hazardous occupation.



*Motor*



## Motor

The section deals with insurance cover for your motor vehicle

### What is "motor vehicle"?

This is the vehicle that you drive, tow or use for recreational purposes most of the time. It can be a car, a 4x4, a motorcycle, golf cart or a caravan you tow. The insurance cover applies not just to the vehicle, but also to associated events such as breakdowns, roadside assistance and emergency hotel accommodation.

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## Key terms to understand

<b>You</b>	Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you
<b>Vehicle</b>	The vehicle stated in your Schedule
<b>Third party</b>	Someone other than yourself who is involved in an insured event – for example, an injured pedestrian or the driver of a car that is involved in an accident with you
<b>Write-off</b>	Your vehicle is so badly damaged that it cannot be repaired economically; or it has been stolen and cannot be recovered
<b>Sum insured</b>	The sum insured for your vehicle is either the retail, market or an agreed value. Check your Schedule now to see on what basis your vehicle is insured for

### Vehicle – full definition

Your vehicle includes all standard parts and accessories that are originally fitted by the manufacturer during the production of the vehicle and are included in the manufacturer's specification. It may be any one of the following:

- a private car, minibus or similar vehicle designed to carry up to 12 people, including the driver
- a station wagon, motorised caravan, 4x4 vehicle, 4x2 vehicle, or light delivery vehicle, with a gross vehicle mass of no more than 3 500 kg
- a trailer or caravan which is not motorised, and which is designed or adapted for towing by a vehicle as described above
- a motorcycle, scooter, quad-bike, motorised lawnmower, three-wheeled vehicle or golf cart
- any vehicle that is temporarily used by you as a replacement while your insured vehicle is out of use for the purpose of overhaul, upkeep or repair up to the sum insured in the Schedule.

## Conditions of use of your vehicle

### How you may use your vehicle

This insurance policy carefully defines how you may use your vehicle in order for the cover to be valid. There are three categories of use:

- **Private**  
Private use (social, domestic, pleasure), as well as emergency travel to and from work.

○ **Private and work**

Private use (social, domestic, pleasure), as well as all travel to and from work

*Note that for both categories the following are excluded:*

Travel for business, commercial or professional purposes; renting the vehicle out; carrying passengers for financial gain, whether on a fare-paying or hire basis; paid driving instruction; carrying trade samples or goods; racing or speeding of any sort; driving on a course or racetrack, whether as part of an event or not; towing a vehicle for financial gain; use while the vehicle is overloaded; or while in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle (for example – your vehicle is covered when at the auto repairer for repairs but it is not covered when at the motor dealer because you are selling it).

○ **Private, work and business**

Private use (social, domestic, pleasure), all travel to and from work, as well as travel for business or professional purposes excluding travel for commercial purposes

***Note that the following are excluded:***

Renting the vehicle out; carrying passengers for financial gain, whether on a fare-paying or hire basis; paid driving instruction; carrying trade samples or goods; racing or speeding of any sort; driving on a course or racetrack, whether as part of an event or not; towing a vehicle for financial gain; use while the vehicle is overloaded; use of motorcycles, scooters, three-wheeled vehicles, quad-bikes, motorised lawnmowers, trailers, caravans, motorised caravans or golf carts for business or commercial purposes; or while in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle (for example – your vehicle is covered when at the auto repairer for repairs but it is not covered when at the motor dealer because you are selling it).

**Business travel or commercial travel?**

When you use your vehicle for business such as visiting clients without carrying tools, machinery and stock it qualifies as business use.

You are allowed to carry small samples of the stock you trade in such as Tupperware, carpets or materials. If, however, you use your vehicle to load machinery (such as generators or lawnmowers), tools (such as for plumbing or carpentry etc.) or stock (such as copper pipes, wood, bricks, cement, etc.) for a job or project, then that is commercial travel and not covered under this policy. If your vehicle is available as an employee pool-car and can be used by multiple drivers, it is commercial travel and not covered under this policy.

**No carrying of explosives or hazardous goods**

You may not, under any circumstances, use your vehicle to carry explosives or hazardous goods, unless it is for your own personal domestic use and you do not need a formal permit – for example, a gas cylinder for your stove or acid for your pool.

Typical examples of explosives and hazardous goods are nitroglycerine or dynamite; chemicals or compressed gas; gas in liquid form; hazardous waste; and liquid petroleum.



## **No using your vehicle as a courier or transport contractor**

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

## **No carrying of fare-paying passengers**

You are not permitted to use your vehicle as a bus or taxi to carry fare-paying passengers.

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.

## What is not covered

### **SPECIFIC EXCEPTIONS**

#### **Risks for your own expense**

We do not cover you for loss or damage to your vehicle that results from the following risks:

- depreciation; wear and tear; gradually operating causes; mechanical, electrical or electronic breakdown, failure or breakage
- damage to tyres by braking, punctures, cuts or bursts
- theft of your non-factory-fitted vehicle spares or accessories that are originally fitted by the manufacturer during the production of the vehicle and are included in the manufacturer's specification for more than the cost of factory-fitted accessories of the same nature
- loss or damage arising from the fact that your vehicle is unroadworthy, or has not been maintained
- loss or damage arising from the fact that your vehicle was defectively designed or constructed
- loss or damage resulting from the actions of domestic pets – for example, scratching, biting, chewing, tearing or soiling.

#### **Sea, airports and mines**

We do not cover you for any loss or damage, injury or liability if your vehicle is:

- transported by sea (other than between ports within South Africa)
- driven on an aviation apron or runway
- driven underground in a mine.

#### **Driving under the influence**

There is no cover for loss, damage, injury or liability that arises when you are driving or towing your vehicle while:

- under the influence of intoxicating liquor or drugs; or
- the alcohol content in your blood exceeds the legal limit.

This is irrespective of the method used to determine the degree of intoxication – for example, a breathalyser test or a blood test.

This also applies to any other person who may be driving or towing your vehicle with your permission.

### **The following instances of liability**

Although we do cover you for general liability towards third parties, this does not include the following specific cases:

- compensation payable by any compulsory motor-vehicle insurance legislation
- death of, or bodily injury to:
  - a member of your family who usually resides with you
  - any person being carried in a vehicle, a trailer or caravan, or on the pillion of any motorcycle, scooter, three-wheeled vehicle, quad-bike, motorised lawnmower or in a golf cart
  - any person on or getting in or out of a motorcycle, scooter, golf cart, three-wheeled vehicle, quad-bike or motorised lawnmower
  - an employee, other than domestic staff of you or your family, who is killed or injured in the course of their employment
  - any person who has the right to claim from the Road Accident Fund Act, 56 of 1996, or any similar legislated fund unless that person cannot claim compensation from the fund as it is financially unable to pay the compensation that is being sought
  - any person, arising directly from the fact that your vehicle is unroadworthy
- damage to property belonging to your family or that is in your custody or held in trust
- damage or loss arising directly from the fact that your vehicle is unroadworthy or not maintained
- damage to property carried in your vehicle, or any trailer or caravan attached to it.

## **Your specific responsibilities**

### **We could reject your claim**

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

### **Be aware of the limits of indemnity**

If more than one person is entitled to indemnity, any limitation applies to the total amount, and you will be given priority.

In other words, you will be paid out first, according to your limit, even if it means that the other person gets less than they are entitled to. This does not apply to vehicles that are financed through a bank or authorised credit provider. The bank or authorised credit provider will be paid first.

### **Unauthorised use of your vehicle**

If anyone uses your vehicle without your knowledge or consent, you must lay a criminal charge against them within 48 hours. You may not withdraw the charge, even if your vehicle is later returned to you, unless you withdraw the claim.

## Check your security

### Immobiliser

If an immobiliser is a requirement you must be able to prove to us in the event of a claim that an approved immobilising device required by us:

- was already installed at the time of the event, and was activated and working.

Check your Schedule now to see whether an immobilising device is a requirement.

### Tracking device

If a tracking device is a requirement and/or the sum insured of your vehicle is in excess of the limit stated in the Schedule, you must be able to prove to us in the event of a claim that the tracking device required by us:

- was already installed at the time of the incident, and was activated and working
- is an early-warning system type and not of dormant nature.

You must also be able to show us that you immediately reported any theft or hijacking to the tracking company, and that your contract was active and paid up.

Check your Schedule now to see whether a tracking device is a requirement.

### **Dormant versus early-warning tracking devices**

A dormant tracking device is not activated until you ask the tracking company to activate it.

An early-warning tracking device, on the other hand, activates itself (for example, by sensing the motion of the vehicle) and is able to automatically alert the tracking company.

We require you to have an early-warning tracking device installed.

## **You must have a valid driver's licence**

In the event of a claim, you must be able to show us that you had a valid driver's or learner's licence at the time. For the learner's licence, you must be able to show that you were accompanied by a licensed driver. This also applies to any person who may drive your vehicle with your consent.

## **Notify us of certain traffic offences**

You must notify us if any of the following occurs:

- you have had your driver's licence endorsed, suspended or cancelled
- you have been charged or convicted of reckless or negligent driving
- you have been charged for driving under the influence
- you have been charged for driving while your blood alcohol concentration exceeded the legal limit
- you have failed a breathalyser test.

This also applies to any person who may have been driving your vehicle at the time with your permission.

## How much we pay

### **How we calculate sum insured**

The value of your vehicle is calculated by reference to accepted industry authorities such as Auto Dealers, Motorcycle Dealers or Commercial Vehicle Guides (published Dealers Guides by TransUnion Auto (Pty) Ltd). These publications list "Retail" and "Trade" values based on actual transactions. The value will be adjusted taking into account factors such as condition and mileage of the vehicle. Alternatively we rely on the information supplied by an expert.

### **Repairing or replacing your vehicle**

We will not pay more than the sum insured stated in the Schedule.

### **Do we fix the vehicle or get you a new one?**

Once we have assessed your damaged vehicle, we may repair it if it makes economic sense, or pay out, or we may replace it.

### **Agreed value**

If your vehicle's value can no longer be determined by reference to the industry authorities, and you have supplied us with written proof of the value of your vehicle, then we may accept that figure and call it the agreed value. The valuation may be obtained from an expert, such as a motor dealer or motor club. All claims will be settled based on this agreed value, provided you supply an updated valuation at every renewal date of your policy. If you do not, we will use a valuation from an expert, taking into account the condition and mileage of your vehicle.

Check your Schedule now to see whether we have agreed a value for your vehicle.

### **Reduced pay-out for Code 3 or SAPVIN vehicles**

If your vehicle is classified on eNaTIS<sup>1</sup> as a Code 3 vehicle or SAPVIN, and it is written off or stolen, we may reduce your pay-out by a minimum of 30% of the retail value. When calculating the retail value we will take into account factors such as condition and mileage of the vehicle.

A Code 3 vehicle is a new or used motor vehicle that has been rebuilt after sustaining damage in an accident or incident. Even though it is roadworthy and complies with all relevant legislation, it always carries a Code 3 rating.

A SAPVIN (SA Police Vehicle Identification Number) code vehicle can be allocated only by the Police when a vehicle's VIN number has been tampered with. The VIN number usually starts with AAPV.

### **If your vehicle is more than 12 months old**

If your vehicle is more than 12 months old and cannot be repaired, we will pay its retail value. When calculating the retail value we will take into account factors such as condition and mileage of the vehicle

### **If your vehicle is less than 12 months old**

If you are the first registered owner of your vehicle, and it is less than 12 months old with less than 30 000 km on the odometer, we may replace it with a similar vehicle or pay for the list price of a new one. This applies when your vehicle is a write-off or has been stolen.

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<sup>1</sup> eNaTIS (Electronic National Traffic Information System) is the motor-vehicle registration system of the National Department of Transport.

## **If a part is not available**

If a part needed for the repair of your vehicle is not available in South Africa as a standard (ready-made) part, we will pay an amount equal to the value of that part. We will also pay all reasonable costs to transport the part up to the limit stated in the Schedule.

## **Do we always use new parts?**

If your vehicle is still covered by the standard manufacturer's warranty we will always use new "Original Equipment Manufacturer" (OEM) parts only. After that we may use second-hand or alternative parts of similar age and condition as your vehicle. We may also use new OEM parts or certified parts from other manufacturers.

## **Window glass**

We may use suppliers other than the original manufacturer but always subject to certification and subject to the required SABS standards.

## **You always pay the first amount, or excess**

You will always have to pay the first part of any claim settlement. This is known as the excess, and is listed in the Schedule.

### **Example**

If you successfully claim R10 000 for the repair of your vehicle, and the excess for that claim is R1 000, the net pay-out from us will be R9 000.

## **Your bank may take part of your pay-out**

If you are financing your vehicle with a bank or authorised credit provider, be aware of the fact that they are entitled to use your insurance pay-out for a write-off to settle any money that you still owe them, if they feel that this is the only way to recover the money. This is a standard clause in the contract that you signed with them when you purchased your vehicle.

## **How we handle claims in neighbouring countries**

- if you have a valid claim, we may decide either to have the vehicle repaired in the country concerned, or have you bring it back to South Africa for repairs
- we will not pay for the following:
  - theft of parts or accessories while the vehicle is left unguarded at the scene of an accident
  - more than the amount in the Schedule for towing costs and bringing the damaged vehicle back to South Africa
  - any government-imposed duties, customs, charges or stamps
  - if the vehicle is a write-off and you do not bring it back to South Africa, we will deduct the value of the salvage from your pay-out. The value of the salvage will be the amount we would have received for it in South Africa. You will remain the owner of the salvage and be responsible for complying with any local government requirements<sup>2</sup>.

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<sup>2</sup> Please note that when you cross the border into the neighbouring country, you usually sign an agreement on the temporary import permit stating that you will remove the car from that country when returning to South Africa.

## Liability to third parties

### **Pay-outs are always limited**

When you claim for liability to third parties, the pay-out will always be limited to a specific amount in any 12-month period. These amounts are stated in the Schedule.

However, note that we may in some instances pay out less than the limit, if we decide that it represents a fair settlement, or if we decide that it is the best way to finalise a claim.

We may pay the full limit or any lesser amount for which the claim may be settled to finalise a claim.

All pay-outs are made in South Africa, in local currency.

### **Accident, death, damage**

We will pay for your legal liability towards a third party if your vehicle is involved in an event that causes:

- emotional shock to any person
- damage to property
- fire or explosion.

### **Other people using your vehicle**

If someone else is driving your vehicle with your permission, they too will be covered for liability as described above, provided that they:

- have never, to your knowledge, been refused insurance
- are not entitled to compensation under any other policy
- comply with the terms of this policy.

### **Using a vehicle that does not belong to you**

We will pay for legal liability if you use a vehicle that does not belong to you, provided that:

- you are the driver at the time of the incident
- the vehicle is a private car or light delivery vehicle
- you do not own the vehicle, it is not leased to you, and you are not purchasing it in terms of a credit agreement
- you are not entitled to compensation under any other policy
- loss or damage to the vehicle is excluded.

## Paying out after a claim

How we pay out after a claim depends on the type of insurance cover you have selected. The three types of cover are:

1. **Comprehensive cover**

You are covered for ALL accidental loss or damage to your vehicle, as well as liability to any third party.

111

2. **Third party, fire and theft**

You are covered ONLY for accidental loss or damage to your vehicle caused by fire and theft, as well as liability to any third party.

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3. **Third party only**

You are NOT covered for accidental loss or damage to your vehicle; ONLY the third party is. You are covered ONLY for liability to any third party.

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If you are unsure of the cover that applies to you, please check your Schedule.

## Comprehensive cover

**You are covered for ALL accidental loss or damage to your vehicle,  
as well as liability to any third party**

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## WHAT WE COVER YOU FOR (INSURED EVENTS)

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### All loss and damage covered

You are covered for accidental loss or damage to your vehicle from any accidental cause, as well as any resulting liability to third parties.

#### Example

You are travelling on the highway and smash into the car in front of you. We will pay for the damage to your car, as well as damage to the other car.

## SAFEGUARDING YOUR VEHICLE

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### Towing your vehicle to a place of safety

#### *Accident*

If your vehicle is immobilised and cannot be driven away as a result of an insured event, we will pay for it to be towed or delivered to a place of safety. We will also pay for any emergency repairs you authorised enabling you to continue on your journey, but you must obtain an itemised invoice.

This must not exceed the limit in the Schedule.

#### *Breakdown*

If your vehicle is immobilised as a result of a mechanical or electrical breakdown, we will pay for it to be towed to a place of safety. We will pay for this only once every 12 months, up to the limit in the Schedule.

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**WE ALSO COVER YOU FOR**


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<b>Cover</b>	<b>Vehicles the cover is applicable to:</b>	<b>Page</b>
Window glass	All vehicles excluding, trailers, motorcycles, scooters, golf carts, quad bikes, three-wheeled vehicles	114
Sound equipment	All vehicles excluding trailers, scooters, golf carts, quad bikes, three-wheeled vehicles	114

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**Limits apply to the following**


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Caravan, motorised caravan and trailer contents	All vehicles which are not motorised All motorised caravans	114
Delivery after a claim	All vehicles	114
Emergency hotel expenses	All vehicles excluding trailers, golf carts and quad bikes	114
Emergency-services expenses	All vehicles	114
Keys, locks and remote controls	All vehicles	115
Medical benefit	All vehicles excluding caravans or trailers	115
Non-manufacturer accessories and equipment	All vehicles	115
Riot and Strike cover outside South Africa and Namibia	All vehicles	115
Theft of spare wheels	All vehicles excluding motorcycles, scooters, golf carts, quad bikes or three-wheeled vehicles	115
Trauma counselling	All vehicles excluding vehicles which are not self-propelled	116
Wheelchair- and disability-friendly alterations	All vehicles and motorised caravans, excluding non-motorised caravans, trailers, motorcycles, scooters, golf carts, quad bikes or three-wheeled vehicles	116

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In addition to the standard cover outlined in the preceding pages, you are also covered for the following.

## **Window glass**

You are covered for accidental damage to any fitted window glass, such as the windscreen and side windows. A claim for window glass will not affect your premium.

## **Sound equipment**

We will pay for accidental loss or damage to any factory-fitted sound equipment originally fitted by the manufacturer, during the production of the vehicle and included in the manufacturer's specification. If the sound equipment is not factory-fitted, it must be specified separately in the Schedule.

Any theft or attempted theft of the sound equipment must have been the result of forced and violent entry into the vehicle. A claim for sound equipment will affect your premium.

## **Limits apply to the following**

We also cover you for the events listed below, but only up to the limits in the Schedule.

## **Caravan, motorised caravan and trailer contents**

### All loss and damage covered

We will pay for accidental loss or damage to your caravan/trailer contents from any accidental cause.

If your contents are stolen from your unoccupied trailer, caravan or side tent, there must be clear signs of forced entry or exit. Caravan/trailer contents do not include permanent fittings of the caravan or trailer.

We will not pay for loss or damage caused by the dishonesty of any person using your caravan/trailer.

If this limited amount is not enough to pay for the contents you may ask for additional cover.

Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

## **Delivery after a claim**

We will pay for the cost of delivering your vehicle to your home address after repairs after a valid claim.

## **Emergency hotel expenses**

We will pay for up to two days of necessary emergency hotel expenses if you are stranded more than 100 km from your home as a result of an accident, or the theft of your car that you are allowed to claim for. You can claim this cover only once every 12 months.

## **Emergency-services expenses**

We will pay for the costs charged by any emergency-services provider – such as the fire brigade – that has to be called in to respond to an insured event.

### **Keys, locks and remote controls**

We will pay for the cost of replacing lost, stolen or damaged keys, locks and remote controls, including call-out costs of a technician and the reprogramming of any coded alarm system, key or remote control. This will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

### **Medical benefit**

We will pay the medical benefit for any occupant of the vehicle who sustains bodily injury as a direct result of an insured event involving the vehicle. If you are covered under the "EnRoute" section of this policy we will not make any benefit payment under this extension, and all claims must be submitted under the "EnRoute" section.

### **Non-manufacturer accessories and equipment**

If your vehicle is fitted with accessories and equipment that were not originally fitted by the manufacturer during the production of the vehicle and you asked the dealer to fit them for you or you bought them separately, we will not pay more than the limit stated in the Schedule.

Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us to cover your non-factory-fitted accessories.

### **Riot and strike cover outside South Africa and Namibia**

We cover you for certain events under the Motor, All Risks and Accidental damage sections not covered by Sasria, but only in Botswana, Lesotho, Swaziland, Malawi, Mozambique, Zambia and Zimbabwe.

We cover you for loss or damage caused by:

- civil commotion, labour disturbance, riot, strike or lockout; and
- the act of any lawfully constituted authority in controlling, preventing, suppressing or in any other way dealing with it.

We do not cover loss or damage:

- for any work, process or operation that is interrupted or delayed
- caused by permanent or temporary dispossession as a result of confiscation, commandeering or requisition by a lawfully constituted authority.

### **Theft of spare wheels**

If your spare wheel is fitted to the outside of your vehicle you must fit a Vesa-approved wheel-lock to the spare wheel. If you do not, we will not pay more than the amount in the Schedule, and you will be responsible for the excess.

## **Trauma counselling**

We will pay the benefit for prescribed professional counselling if you are the victim of a violent act of theft, attempted theft, hold-up or hijacking.

## **Wheelchair- and disability-friendly alterations**

If during the period of insurance you are accidentally injured and become wheelchair-bound or disabled as a result, we will pay for whatever alterations may be necessary to your vehicle to enable you to continue using it. This cover does not apply to motorcycles, scooters, three-wheeled vehicles, quad-bikes, motorised lawnmowers, non-motorised caravans, trailers or golf carts.

## ADDITIONAL COVER YOU CAN CHOOSE

Cover	Vehicles applicable to	Page
Caravan, motorised caravan and trailer contents – increased cover	All caravans, motorised caravans and trailers	118
Car hire	All vehicles other than vehicles which are not motorised, quad-bikes, three-wheeled vehicles or golf carts	118
Extension of liability	All vehicles other than vehicles which are not motorised, a motorcycle, scooter, quad-bike, motorised lawnmowers, three-wheeled vehicle or golf cart	118
Keys, locks and remote controls – increased cover	All vehicles	119
Paying off your vehicle	All vehicles	119
<b>4X4 cover</b>	<b>4X4 and 4x2 vehicles</b>	119
– First aid equipment		120
– Fitted winch equipment		120
– Head-, tail- and spotlights		120
– Personal documents		120
– Tools not standard to the vehicle		120
– Wreckage removal		120

## **Check your Schedule**

The cover in this section applies only if you have specifically asked for it to be included as part of your policy. If you are unsure, please check your Schedule.

## **Caravan, motorised caravan and trailer contents – increased cover**

### Accidental loss and damage covered

We will pay for accidental loss or damage to your caravan/motorised caravan and trailer contents from any accidental cause.

If your contents are stolen from your unoccupied trailer, caravan, motorised caravan or side tent, there must be clear signs of forced entry or exit. Caravan/motorised caravan or trailer contents do not include permanent fittings of the caravan/motorised caravan or trailer.

We will not pay for loss or damage caused by the dishonesty of any person using your caravan/motorised caravan or trailer.

This cover is additional and applies if the limited cover is not enough to replace your caravan/motorised caravan or trailer contents.

## **Car hire**

We will arrange a manual rental car with air-conditioning on your behalf if your vehicle, excluding a quad-bike, motorised lawnmower, golf cart, trailer or caravan is damaged or stolen. If you have chosen another option it will be stated in the Schedule. The rental will be on an unlimited-mileage basis, excluding the cost of fuel, lubricants or maintenance, and subject to the standard conditions of the rental company.

If you are injured as result of an accident and unable to drive your vehicle, we will pay the daily limit stated in the Schedule, to use for transport costs such as private taxis. If you make use of this daily limit you will not be entitled to a rental car as well.

Make sure you are fully aware of the terms and conditions of the rental contract you sign with the rental company to avoid not having cover in the event of loss or damage.

The rental will end one day after your vehicle is repaired, replaced, or we have paid out.

The rental will not exceed the period stated in the Schedule.

## **Extension of liability**

You are already covered for liability to third parties, as explained earlier. However, here we extend that cover to include not just you, but any organisation of which you are a director, a partner, a member of a close corporation or a sole proprietor. This is on condition that the organisation is not involved in the hiring of vehicles or the carrying of fare-paying passengers.

Note, too, that this extended cover does not apply to any loss or damage that is insured under any other policy – or would be but for the existence of this extended cover.

In all cases, this extended cover is only ever valid if the vehicle is being used in accordance with the conditions of use, as described, applicable to the specific vehicle.

### **Keys, locks and remote controls – increased cover**

We will pay for the cost of replacing lost or damaged keys, locks and remote controls, including call-out costs of a technician and the reprogramming of any coded alarm system. This will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

This is additional cover, and applies if the limited cover is not enough to replace your keys, locks or remote controls.

### **Paying off your vehicle**

If your vehicle is a write-off and you are still paying it off, we will settle the amount still outstanding up to the percentage of the sum insured stated in the Schedule. The amount paid out is calculated as if your credit agreement was an instalment agreement paid in equal instalments over a number of years plus the residual/balloon amount.

It does not include:

- any arrear instalments or rentals (payments you may have missed as part of your credit agreement), or any interest still owing on them
- any premium refunds or recoveries from any insurance policy.

### **4X4 Cover**

Applicable only if 4x4 cover is selected and is applicable only to 4-track and vehicles fitted with a differential lock.

### **Conditions of use of your vehicle**

***Applicable only if 4x4 cover is selected***

If you have selected 4x4 cover your vehicle may be used for:

- Private, work, business and 4X4
  - private use (social, domestic, pleasure) and all travel to and from work
  - travel for business or professional purposes excluding travel for commercial purposes
  - full off-road use, conducting or guiding of trips on recognised 4X4 off-road trails, overland or safari trips.

### ***Note that the following are excluded:***

Renting the vehicle out; carrying passengers for financial gain, whether on a fare-paying or hire basis; paid driving instruction; carrying trade samples or goods; racing or speeding of any sort; driving on a course or racetrack, whether as part of an event or not; towing a vehicle for financial gain; use while the vehicle is overloaded; use of motorcycles, scooters, three-wheeled vehicles, quad-bikes, motorised lawnmowers, trailers, caravans, motorised caravans or golf carts for business or commercial purposes; or while in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle (for example – your vehicle is covered when at the auto repairer for repairs but it is not covered when at the motor dealer because you are selling it).



We will not pay more than the limit in the Schedule for:

### **First aid equipment**

We will pay for the cost of replacing any lost or damaged first aid equipment which was not supplied with the vehicle when new.

- We do not cover theft from an unattended vehicle unless:
  - the vehicle is locked, and
  - the insured property is out of view and concealed in a locked boot or locked compartment, and
  - there are clear signs of forced entry.

### **Fitted winch equipment**

We will pay for accidental loss or damage to winch equipment fitted to your vehicle, caused by sudden and unforeseen mechanical or electrical breakdown, failure or breakage.

We do not cover you for any loss or damage to your winch equipment if it is:

- caused by defective design, defective parts or defective repairs
- operation of the winch beyond the manufacturer's stress levels
- due to wear and tear or gradual deterioration of any parts, such as cables or coupling devices.

### **Head-, tail- and spotlights**

We will pay for the cost of replacing any accidentally damaged head-, tail- or fitted spotlights even if there is no other damage to the vehicle.

### **Personal documents**

Following an insured event, we will pay for the cost of any materials and labour necessary to reinstate or obtain duplicates of your personal documents. This includes identity documents, passports, visas and vaccination certificates as well as lost or damaged printed road maps or permits which allow the vehicle entry into or exit from countries.

### **Tools – not standard to vehicle**

We will pay for the cost of replacing any lost or damaged tools which was not supplied with the vehicle when new.

We do not cover:

- breakage while being used
- theft from an unattended vehicle unless:
  - the vehicle is locked, and
  - the insured property is out of view and concealed in a locked boot or locked compartment, and
  - there are clear signs of forced entry.

### **Wreckage removal**

Following an insured event, we will pay for the cost of cleaning up and removing debris of the insured vehicle.

## Third party, fire and theft

**You are covered ONLY for accidental loss or damage to your vehicle caused by fire and theft, as well as liability to any third party**

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## WHAT WE COVER YOU FOR (INSURED EVENTS)

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### Third party, fire and theft

You are covered for accidental loss or damage to the insured vehicle caused by fire and theft, as well as any resulting liability to third parties.

#### Example

If you are travelling on the highway and smash into the car in front of you, we will pay only for damage to the other car; that is because the damage to your vehicle is not caused by fire or theft.

However, if your vehicle is stolen from a shopping centre, we will pay for the loss because it is caused by theft.

## SAFEGUARDING YOUR VEHICLE

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### Towing your vehicle to a place of safety

#### *Fire or theft*

If your vehicle is immobilised and cannot be driven or towed away as a result of fire or attempted theft, we will pay for it to be towed to a place of safety. We will also pay for any emergency repairs you authorised enabling you to continue on your journey, but you must obtain a detailed quotation first as well as an itemised invoice.

This must not exceed the limit in the Schedule.

#### *Breakdown*

If your vehicle is immobilised as a result of a mechanical or electrical breakdown, we will pay for it to be towed to a place of safety. We will pay this only once every 12 months, up to the limit in the Schedule.

## WE ALSO COVER YOU FOR

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We also cover you for the events listed below, but only up to the limits in the Schedule.

### Non-manufacturer accessories and equipment

If your vehicle is fitted with accessories and equipment that were not originally fitted by the manufacturer during the production of the vehicle and you asked the dealer to fit them for you or you bought them separately, we will not pay more than the limit stated in the Schedule.

Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us to cover your non-factory fitted accessories.

### Riot and strike cover outside South Africa and Namibia

We cover you for certain events under the Motor, All Risks and Accidental damage sections not covered by Sasria, but only in Botswana, Lesotho, Swaziland, Malawi, Mozambique, Zambia and Zimbabwe.

We cover you for loss or damage caused by:

- civil commotion, labour disturbance, riot, strike or lockout
- the act of any lawfully constituted authority in controlling, preventing, suppressing or in any other way dealing with it.

We do not cover loss or damage:

- for any work, process or operation that is interrupted or delayed
- caused by permanent or temporary dispossession as a result of confiscation, commandeering or requisition by a lawfully constituted authority.

### **Theft of spare wheels**

If your spare wheel is fitted to the outside of your vehicle you must fit a Hollard-approved wheel-lock to the spare wheel. If you do not, we will not pay more than the amount in the Schedule, and you will be responsible for the excess.

## **ADDITIONAL COVER YOU CAN CHOOSE**

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### **Check your Schedule**

The cover in this section applies only if you have specifically asked for it to be included as part of your policy. If you are unsure, please check your Schedule.

### **Car hire**

We will arrange a manual rental car with air-conditioning on your behalf if your vehicle, excluding a quad-bike, motorised lawnmower, golf cart, trailer or caravan is damaged or stolen. If you have chosen another option it will be stated in the Schedule. The rental will be on an unlimited-mileage basis, excluding the cost of fuel, lubricants or maintenance, and subject to the standard conditions of the rental company.

If you are injured as result of an accident and unable to drive your vehicle, we will pay the daily limit stated in the Schedule, to use for transport costs such as private taxis. If you make use of this daily limit you will not be entitled to a rental car as well.

Make sure you are fully aware of the terms and conditions of the rental contract you sign with the rental company to avoid not having cover in the event of loss or damage.

The rental or use of the daily limit will end one day after your vehicle is repaired, replaced, or we have paid out.

The rental will not exceed the period stated in the Schedule.

### **Extension of liability**

You are already covered for liability to third parties as explained earlier. However, here we extend that cover to include not just you, but any organisation of which you are a director, a partner, a member of a close corporation or a sole proprietor. This is on condition that the organisation is not involved in the hiring of vehicles or the carrying of fare-paying passengers.

Note, too, that this extended cover does not apply to any loss or damage that is insured under any other policy – or would be but for the existence of this extended cover.

In all cases, this extended cover is only ever valid if the vehicle is being used in accordance with the conditions of use, as described, applicable to the specific vehicle.

## **Keys, locks and remote controls**

We will pay for the cost of replacing stolen keys, locks and remote controls, including call-out costs of a technician and the reprogramming of any coded alarm system, key or remote control. This will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

## Third party only

**You are NOT covered for accidental loss or damage to your vehicle;  
ONLY the third party is covered**

What we cover you for

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## WHAT WE COVER YOU FOR

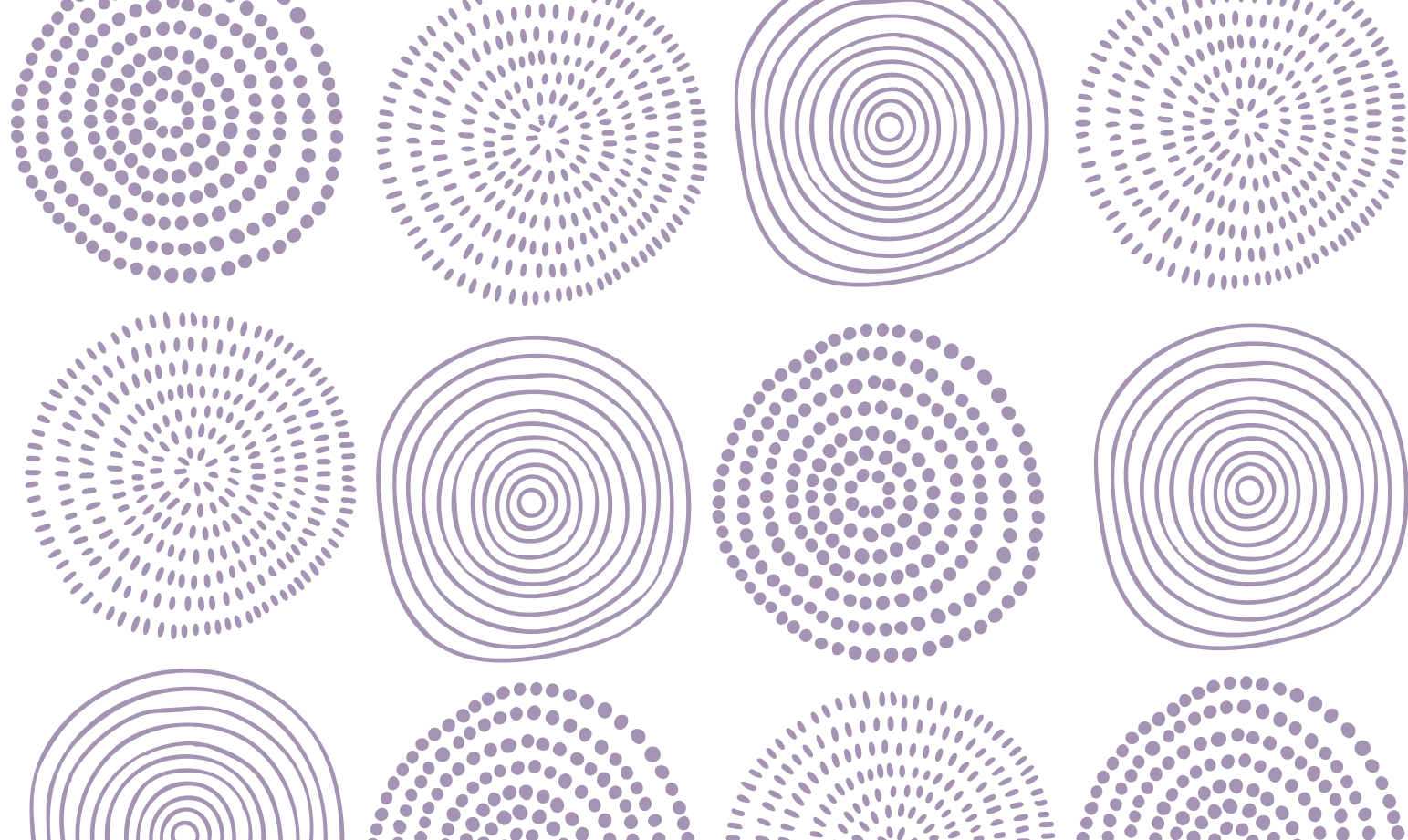
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### **Third party only**

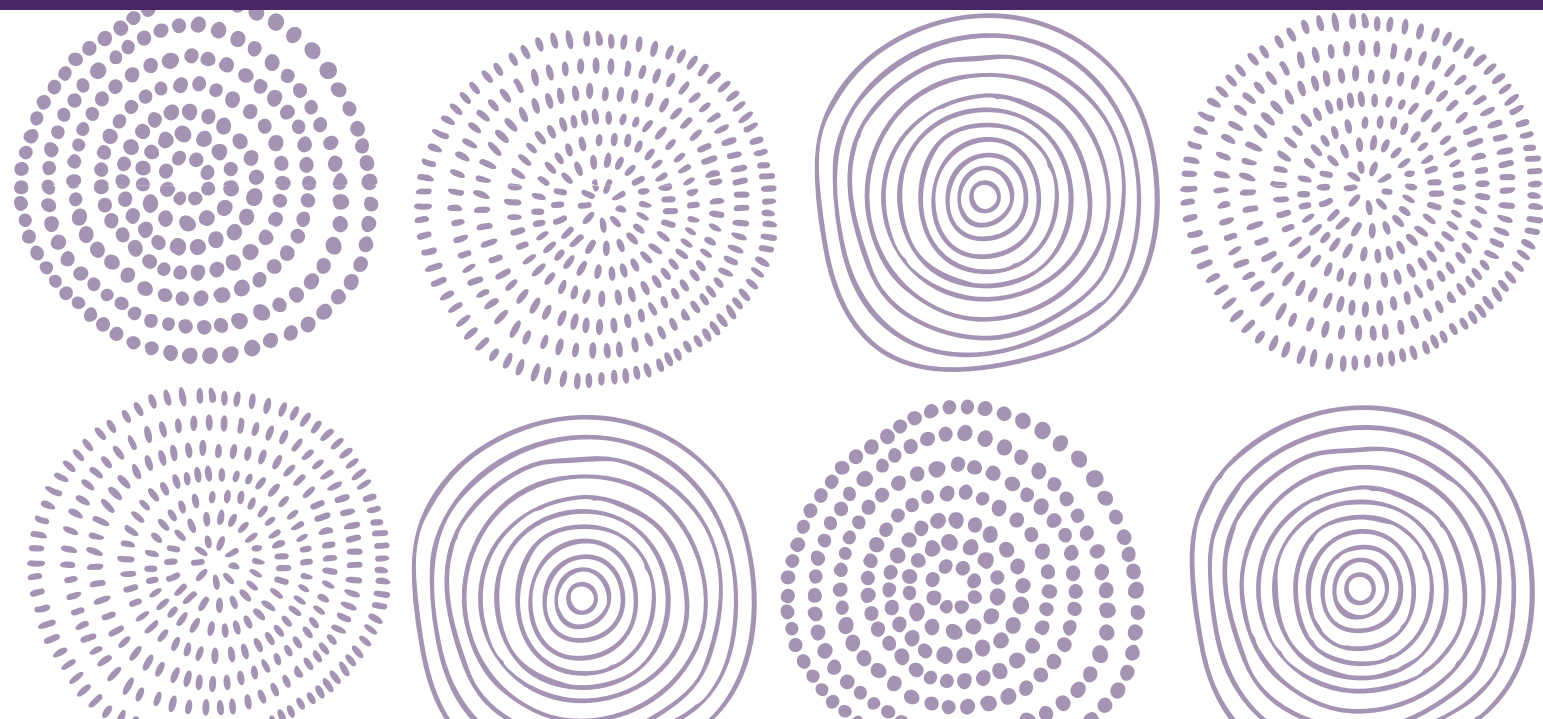
You are NOT covered for accidental loss or damage to the insured vehicle; only the vehicle or property of the third party is covered for the loss or damage caused by the insured vehicle.

#### **Example**

If you are travelling on the highway and smash into the car in front of you, we will pay only for damage to the other car. Your own vehicle is never covered, irrespective of any loss or damage it may sustain.



*Pleasure-craft*





## Pleasure-craft

**This section deals with insurance cover for your pleasure-craft**

### What is "pleasure-craft"?

This can be a motorboat or sailing boat, along with their specified equipment and accessories. It may also include jet-skis and tenders.

## Where to find it

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## Key terms to understand

<b>You</b>	Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you
<b>Third party</b>	Someone other than yourself who is involved in an insured event – for example, the skipper of another boat that is involved in an accident with you
<b>Write-off</b>	Your pleasure-craft is so badly damaged that it cannot be repaired economically; or it has been stolen and cannot be recovered

### Pleasure-craft – full definition

Your pleasure-craft consists of the hull and motors. If you ask us, you may also insure trailers. It includes all original standard equipment, as well as any accessories sold with the craft.

Other accessories, fittings and equipment may also be covered under this policy, so long as they are specified in the Schedule – for example:

- clothing, sea boots, sextants, nautical books
- jet-skis
- fishing gear.

## Conditions of use

### How you may use your pleasure-craft

This insurance policy carefully defines how you may use your pleasure-craft in order for the cover to be valid.

- **Private use**  
You may use your pleasure-craft only for private use (social, domestic and pleasure), as well as emergency tow-and-assist.
- **Tow-and-assist**  
You may use your pleasure-craft to lend emergency assistance to other pleasure-craft in distress. Your pleasure-craft may also be towed when in distress.

Under no circumstances is your pleasure-craft covered when it is:

- more than 40 nautical miles from the shoreline of South Africa, as well as that of neighbouring countries
- taking part in, or practising for, racing, speed tests or trials
- being navigated single-handedly in open waters
- towing or salvaging other pleasure-craft, other than one in distress
- being towed, other than when in distress, or when laying up or being fitted out for repairs
- being chartered or hired out
- carrying fare-paying passengers.

## What we cover

### STANDARD COVER

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#### Loss or damage

You are covered for all accidental loss or damage to your pleasure-craft, as well as liability to any third party.

#### Liability to third parties

We will pay for your legal liability towards a third party if your pleasure-craft or trailer is involved in an event, other than on land, which causes:

- bodily injury to any person, or the accidental death of that person
- bodily injury to any passenger, or the accidental death of that passenger
- emotional shock to any person
- damage to property.

We will also pay any costs and expenses incurred with our written consent to represent you at any inquest, or in defence of any claim against you.

The maximum amount that we will pay is the limit of liability in the Schedule.

#### Other people using your pleasure-craft

If someone else is piloting your pleasure-craft with your permission, they too will be covered, provided that they:

- have never, to your knowledge, been refused insurance
- are not entitled to compensation under any other policy
- are not piloting the pleasure-craft as an employee of a shipyard, slipway, yacht club or similar organisation
- comply with all the terms and conditions of this policy.

The maximum amount that we will pay is the limit of liability in the Schedule.

## We also cover you for

In addition to the standard cover outlined in the preceding pages, you are also covered for the following, subject to the relevant conditions and limits in the Schedule:

#### Emergency and salvage expenses

We will pay for any reasonable costs incurred by you to avoid or minimise loss or damage to the pleasure-craft.

#### Transit by land

We will pay for any loss or damage sustained by your pleasure-craft while it is being transported by road, or on a roadworthy vehicle or trailer. This includes loading and offloading, but excludes any bruising, scratching or denting.

**Tow-and-assist**

We will pay any reasonable costs incurred by you to tow and assist other pleasure-craft in distress, or to summon emergency assistance. In all such cases, you must supply us with a copy of the official incident report to the relevant authorities.

**Waterskier's liability**

Your liability to third parties also includes liability arising out of people being towed by you and engaging in water sport such as skiing, aquaplaning, kiting and paragliding.

## Additional cover you can choose

**Paying off your pleasure-craft**

If your pleasure-craft is a write-off and you are still paying it off, we will settle the amount still outstanding up to the percentage of the sum insured stated in the Schedule. The amount paid out is calculated as if your credit agreement was an instalment agreement paid in equal instalments over a number of years plus the residual/balloon amount.

It does not include:

- any arrear instalments or rentals (payments you may have missed as part of your credit agreement), or any interest still owing on them
- any premium refunds or recoveries from any insurance policy.

## Paying out after a claim

**Do we fix the pleasure-craft or get you a new one?**

Once we have assessed your damaged pleasure-craft, we may repair it if it makes economic sense, or pay out; or we may replace it. If it is to be repaired, we will decide on the repairer and port of repair.

**If less than five years old**

If your pleasure-craft is less than five years old, we may replace it with a similar model or pay out the purchase price of a new one. This also applies when it is a write-off, or has been stolen.

**If more than five years old**

If your pleasure-craft is more than five years old and cannot be repaired, we will pay for its reasonable market value. Quotations from two qualified pleasure-craft dealers will be used to determine the market value.

We will take the sum insured as the value to determine whether it makes economic sense to repair the pleasure-craft. The sum insured will not be reduced by the damage or salvage value.

**Sails, protective covers, etc.**

We will pay for the reasonable market value for sails, protective covers, erected tackle, or outboard or inboard motors and batteries. We may deduct up to 33% of the replacement value for betterment, as you are getting a new item in place of the used one.

## Write-off after initial damage

If your pleasure-craft is damaged in an initial event, and is then written off shortly afterwards in a subsequent event, we will cover only the cost of the write-off. In other words, we will replace it, but we will not pay for the unrepaired damage sustained in the first event.

## You always pay the first amount or excess

You will always have to pay the first part of any claim settlement. This is known as the excess, and is listed in the excess Schedule.

### Example

If you successfully claim R10 000 for the repair of your pleasure-craft, and the excess for that claim is R1 000, the net pay-out from us will be R9 000.

## Your bank may take part of your pay-out

If you are financing your pleasure-craft with a bank or authorised credit provider, be aware of the fact that they are entitled to use your insurance pay-out for a write-off to settle any money that you still owe them, if they feel that this is the only way to recover the money. This is a standard clause in the contract that you signed with them when you purchased your pleasure-craft.

## What is not covered

### SPECIFIC EXCEPTIONS

#### Risks for your own expense

We do not cover you for loss or damage to your pleasure-craft that results from the following risks:

- depreciation, wear and tear, gradually operating causes
- reduction in value caused by repairs, lack of use or alterations
- loss or damage to motors, electrical machinery, batteries and their connections, unless caused by other damage to the pleasure-craft, or there has been forced entry to or exit from the pleasure-craft or place of storage
- mechanical, electrical or electronic breakdown, and failure or breakage, unless this is the result of other damage to the pleasure-craft
- loss or damage arising from the fact that your pleasure-craft is not seaworthy, or has not been maintained
- loss or damage arising from the fact that your pleasure-craft was defectively designed or constructed
- loss or damage resulting from the actions of domestic pets – for example, scratching, biting, chewing, tearing or soiling.

#### Pleasure-craft left unattended

There is no cover for loss or damage if the pleasure-craft is left unattended off an exposed beach or shoreline.

**Unsecured motors**

There is no cover for theft of motors or if they fall overboard, unless they have been bolted or chained to the hull.

**Theft of motors**

There is no cover for theft of motors unless the moored pleasure-craft is stolen at the same time, or there are clear signs of forced entry to the pleasure-craft or place of storage.

**Motors accidentally immersed**

There is no cover for loss or damage to motors accidentally immersed in water, unless you have taken reasonable steps to flush and repair them immediately.

**Sails torn by the wind**

There is no cover for loss or damage to sails and protective covers torn by the wind, or blown away while being hoisted.

**Driving under the influence**

There is no cover for loss, damage, injury or liability that arises when you or anybody else are piloting or towing your pleasure-craft while:

- under the influence of intoxicating liquor or drugs; or
- the alcohol content in your blood exceeds the legal limit.

This is irrespective of the method used to determine the degree of intoxication – for example, a breathalyser test or a blood test.

**The following instances of liability**

Although we do cover you for general liability towards third parties, this does not include the following specific cases:

- seepage, pollution or contamination, or the cost of removing, nullifying or cleaning, unless it is caused by a sudden, unintended and unforeseen occurrence
- loss or damage to property for which you are responsible while conveyed on the pleasure-craft, except if it belongs to passengers or waterskiers
- death or bodily injury:
  - to a member of your family who usually resides with you
  - to your employee, arising out of and in the course of their employment by you
  - due to any advice or treatment, other than first-aid treatment, given or administered by you or by any person acting on your behalf
- liability of a third party accepted by you in an agreement, unless you would have been liable even without the agreement
- conveying the pleasure-craft by land.

## Your specific responsibilities

### **You must have a skipper's licence, and be 16 or older**

In the event of a claim, you must be able to show us that you had a valid skipper's licence at the time, and are 16 years of age or older.

This also applies to any person who may have been piloting your pleasure-craft at the time with your permission.

If the pleasure-craft is conveyed on land, the driver must have a valid driver's licence.

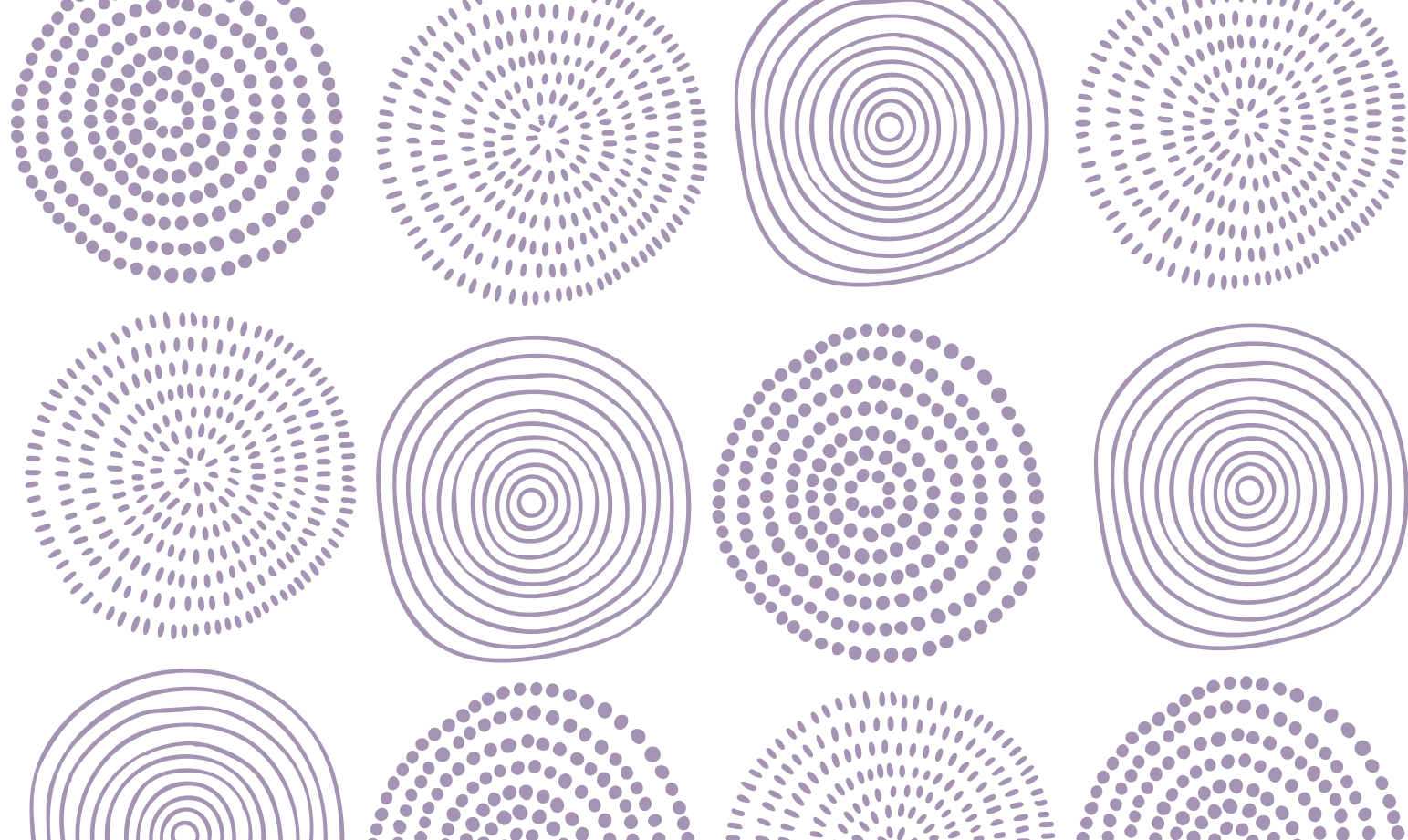
### **A valid skipper's or driver's licence**

A valid skipper's, driver's or learner's licence is one that:

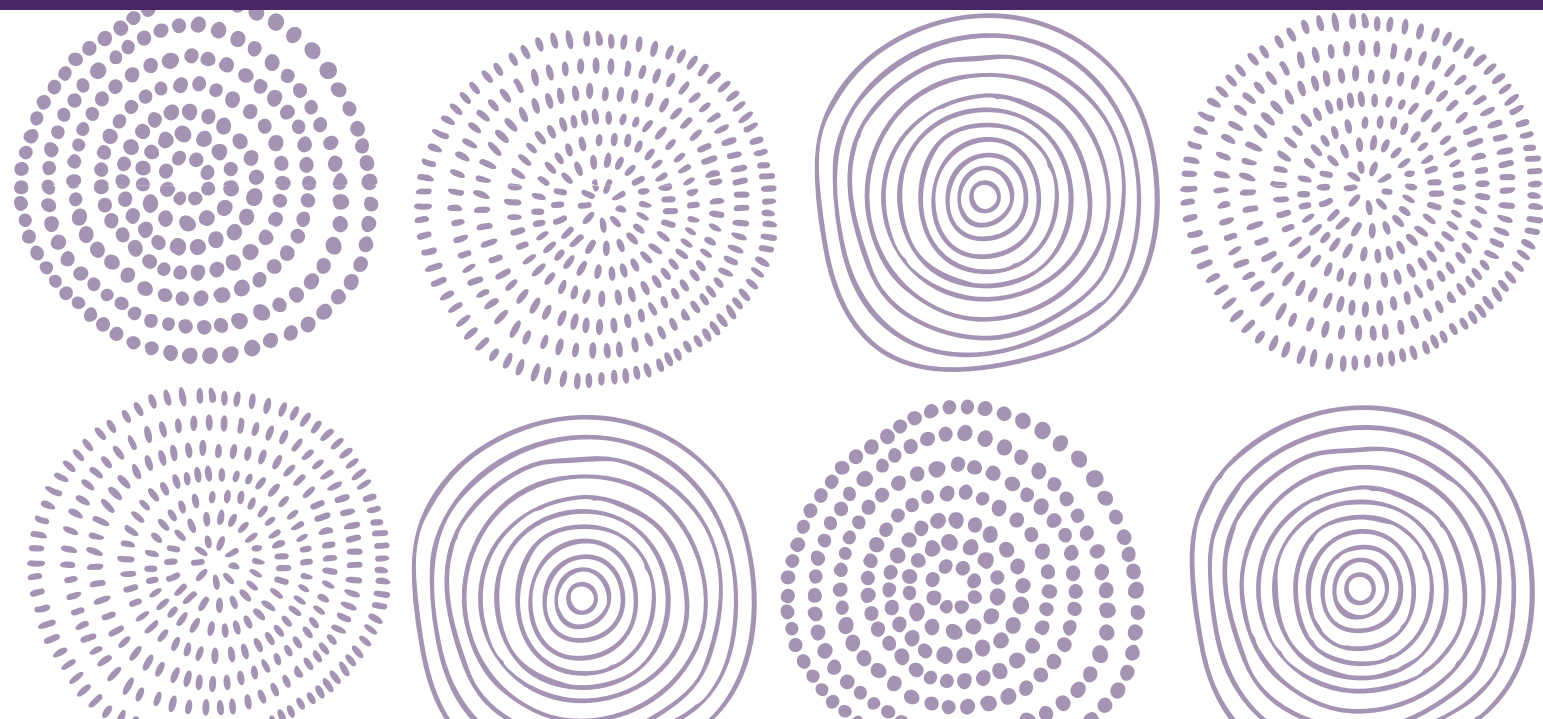
- has been obtained from the correct authority, for the correct category
- has been renewed on time
- has not lapsed, or been cancelled or suspended.

### **Tender boat must be marked**

Your tender boat must be permanently marked with the name of the parent craft it belongs to.



*EnRoute™ – Personal accident*





## EnRoute – Personal accident

**This section deals with insurance cover for you in the event of personal accident while travelling in your vehicle**

### What is "personal accident"?

A personal accident is an accident with a vehicle that causes you bodily injury, disability or death. It can be a simple bumper-bashing that results in a broken leg, or something more serious like a crash that leaves you in a wheelchair.

## Where to find it

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## Key terms to understand

<b>You</b>	The insured person in whose name the policy is issued. It also includes up to the number of passengers stated in the Schedule
<b>Bodily injury</b>	Injury sustained by you in an accident with your vehicle while you are driving, travelling as a passenger in it, or getting into or out of your vehicle. It also includes injury due to hijacking and terrorism involving your vehicle
<b>Your vehicle</b>	Any vehicle insured under the motor section of this policy at the time of the accident, and for which a valid claim has been accepted by us. The vehicle must be enclosed and allowed to legally carry passengers

## Paying out after a claim

### How much we pay

We pay out the exact amount of cover that you chose when you signed up for this policy. So any claim is settled simply by referring to the Schedule of compensation below:

- death – as stated in the Schedule
- medical expenses – up to the limit as stated in the Schedule
- permanent disability – as shown in the disability table
- temporary disability – the weekly benefit as stated in the Schedule.

### Certain pay-outs are limited

Under the following circumstances, we pay less than the benefits stated in the Schedule:

#### Death

- for children up to 6 years of age, we pay up to the limit stated in the Schedule
- for children between 6 and 15 years of age, we pay up to the limit stated in the Schedule

#### Temporary disability

- for unemployed persons, we will pay up to the limit stated in the Schedule
- the following categories of people do not qualify for temporary-disability benefit:
  - children under 15 years of age
  - students who are not full-time employees
- for the weekly temporary-disability benefit, the maximum we will pay is the limit stated in the Schedule.

## Death following permanent disability

If death follows after we have already paid out for permanent disability, we do not pay more than the the limit stated in the Schedule.

### **Example**

If your death limit is R150 000 and you die after we have already paid out R100 000 for permanent disability, we will pay out an additional R50 000. If, however, you received R150 000 for permanent disability, then no further pay-out will be made when you die.

## **Temporary-disability and medical expenses are extra**

The payment of medical expenses and temporary-disability benefits are always in addition to any pay-out you receive for any death or permanent disability benefits.

## **Temporary-disability payments stop when injury has healed**

When it is reasonably clear that your injury has healed, we stop paying your temporary-disability benefits, even if you remain permanently disabled afterwards.

## **Disability affects pay-out**

The pay-out that you receive for disability depends on the extent to which you are disabled: the more severe your disability, the higher the pay-out. See table on next page.

## **You can claim under only one "EnRoute" policy**

If you should have more than one "EnRoute" policy, we will pay out on the policy with the highest benefits.

## **Who we pay**

We pay directly to the person who is injured, whether it's you or a passenger. If we cannot because of death, then we pay the person's legal representative or their estate.

DISABILITY TABLE	
DISABILITY (Total and permanent)*	Percentage pay-out
Loss by physical separation at or above the wrist or ankle of any limb	100%
Complete and irrevocable loss of sight:	
— in both eyes	100%
— in one eye	50%
Loss of one or both arms	100%
Loss of one or both legs	100%
Loss of one arm and one leg	100%
Loss of one hand and one foot	100%
Loss of one hand or one foot	50%
Loss of four fingers	70%
Loss of thumb	30%
Loss of any finger other than thumb	5%
Loss of toes:	
— all on one foot	30%
— big toe	10%
— any toe other than big toe	2%
Loss of hearing:	
— both ears	100%
— one ear	25%
Loss of speech	100%
Total paralysis or being permanently bedridden	100%

\* *The disability, or loss of use of the relevant parts of your body, cannot be of a temporary nature; it must be total and permanent. Loss includes loss of use, whether or not the limb or body part in question has been amputated.*

## What we cover you for

### **Bodily injury**

We cover you for bodily injury sustained within the territorial limits that result in:

- death within 24 months
- temporary inability to attend to your normal occupation for a maximum of 52 weeks
- permanent disability within 24 months
- permanent disability for any suitable occupation within 24 months.

We will also pay for actual medical expenses and emergency travel costs incurred as a result of the bodily injury, for up to 24 months.

The bodily injury must have been sustained directly as a result of an event that was clearly violent and accidental.

### **Disappearance**

We will pay out the death benefit if you have disappeared, or are presumed dead by a court of law. There also has to be reasonable evidence that this was as a result of bodily injury as defined in this section.

If you are subsequently found to be alive, the pay-out has to be refunded by the person to whom it was made.

### **Exposure**

We will pay if you are injured as a result of exposure to the elements after an accident involving the vehicle you are travelling in. Injury here includes the effects of thirst and starvation.

### **Trauma counselling**

We will pay the benefit stated in the Schedule if you require professional counselling as a result of a violent act of theft, hold-up, hijacking or unlawful assault following an accident involving your vehicle.

## Additional cover you can choose

### **Applies only if specified**

The cover below is not automatic. It applies only if you have specifically requested it – i.e. it is listed as covered in the Schedule.

Road Cover is a value added service and is not underwritten by The Hollard Insurance Company Ltd. All claims should be submitted directly to Road Cover.

### **RoadCover**

This cover is not provided by us but by an outside organisation.

### **How it Works**

- RoadCover is a service that manages your claim with the RAF from start to finish
- RoadCover offers its member's full compensation by the RAF should they be involved in a road accident, at NO cost to themselves.

**Assistance with claiming from the Road Accident Fund (RAF)**

If you have requested this cover you will be provided with full details of the services you can expect and all enquiries should be made via the RoadCover telephone 0860 726 837 (0860 RCOVER). You may also consult their website <http://www.roadcover.co.za> where the services are set out in detail.

We give some brief details below. Consult the website now to acquaint yourself with the details of the services.

If you are injured in a road accident as a result of another driver's negligence you will be assisted to claim against the RAF. This free service will include:

- legal representation
- administration and management of your claim
- up to 8 medico-legal reports from RoadCover medical experts when required by the RAF
- actuarial reports
- accident reconstruction.

Any pay-out from the RAF will be paid to you without any deductions.

**Who is entitled to claim?**

- any individual that has been injured as a result of a negligent driver
- the dependent of a deceased victim
- a close relative of the deceased in respect of funeral expenses
- a claimant under the age of 18 who must be assisted by a parent or legal guardian.

**What can you claim for?**

- past and future hospital and medical expenses
- past and future loss of income or earnings
- past and future loss of support for the dependent of a deceased or disabled victim
- general damages for pain, suffering and disfigurement in the case of bodily injury
- necessary funeral expenses.

## What is not covered

**Certain activities, actions or medical conditions****Pre-existing medical conditions**

We do not cover claims resulting from, or aggravated by, any pre-existing or congenital physical disability, infirmity, illness or disease. This also applies to any condition for which you received medical treatment or advice prior to the bodily injury.

**Driver's licence**

We do not cover claims where the driver of the vehicle was not in possession of a valid driver's licence at the time of the motor accident. This will not apply to passengers who can prove that they were unaware of this.

## **Military, police or criminal actions**

We do not cover claims resulting from your participation in military, police or criminal actions.

## **Irresponsible actions**

We do not cover claims resulting from the following irresponsible actions:

- suicide, attempted suicide and intentional self-injury
- wilful misconduct or exposure to danger
- while the alcohol content in your blood exceeds the legal limit
- being under the influence of intoxicating liquor or drugs, unless prescribed by a medical practitioner.

This will not apply to passengers who can prove that they were unaware of your intention or condition.

## **Certain medical conditions**

We do not cover claims resulting from the following medical conditions:

- insanity and neurosis
- stress and any related conditions, depression and disorders.

## **Your specific responsibilities**

### **Agree to regular medical examinations**

You must submit to any medical examination that we require of you, as often as required. We will pay for these medical examinations.

### **Notify us of any death within 48 hours**

If any person dies in an accident, you must notify us within 48 hours. We may insist on a post-mortem examination.

### **Prove a valid claim to get a pay-out**

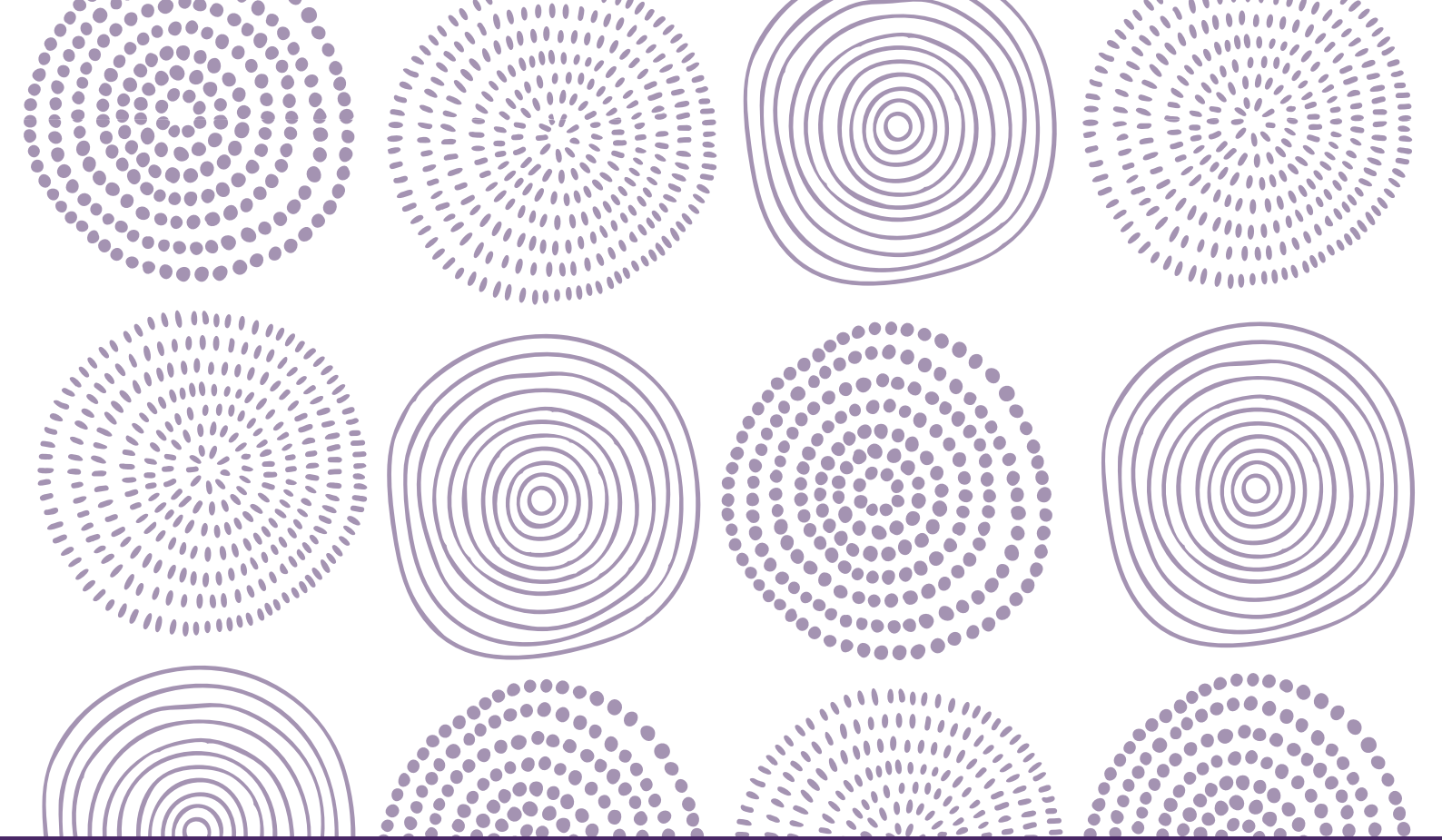
To qualify for a pay-out under this section, you need to first prove that you have a valid claim under the motor section and have complied with all the terms and conditions.

### **Seek immediate medical treatment**

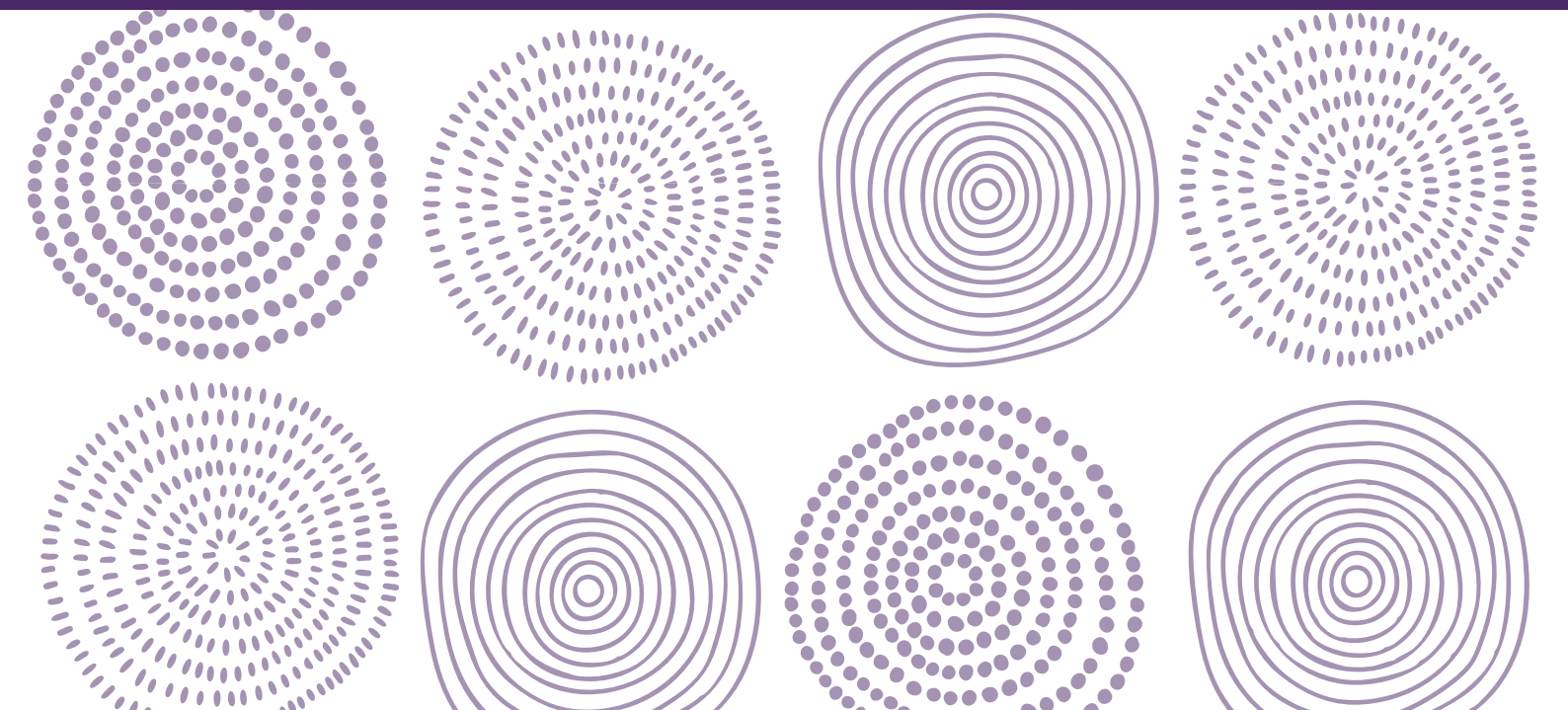
In the event of a personal accident likely to lead to a claim, you must immediately see a registered medical practitioner, and follow any treatment that is recommended.

### **Tell us of important changes**

You must tell us immediately of any changes to the information you provided when your policy started.



*Sasria SOC Limited*





## Sasria cover

The special risks insurer is Sasria SOC Limited (Registration number 1979/000287/06), also known as Sasria. Sasria is an authorised financial services provider.

- a. Sasria insures you for any accidental or intentional damage to your *property insured* caused by any person or group of people taking part in a riot, strike, lock out, public disorder, civil commotion or committing any act that has a political, social or economic aim, objective or cause, or in protest against any state or government.
- b. This cover is limited to events in South Africa only.
- c. The Sasria Fire Policy is applicable only to the following cover sections:
  - Buildings
  - Household contents
  - All Risks
- d. The Sasria Motor Policy is applicable only to the following cover sections:
  - Vehicles
  - Motorcycles
  - Trailers and caravans
  - Non-road vehicles
- e. The Sasria *premium* is set out on the Policy Schedule.
- f. If you have a complaint about the service you received from Sasria, please contact Sasria on the following details:

Sasria SOC Limited  
PO Box 653367 Benmore 2010  
Tel: 011 214-0800  
Fax: 011 447-8630  
Email: [contactus@sasria.co.za](mailto:contactus@sasria.co.za)  
Website: [www.sasria.co.za](http://www.sasria.co.za)

### Sasria Fire Policy

In consideration of the prior payment of the premium stated in the coupon and the receipt thereof by or on behalf of Sasria SOC Limited, (hereinafter called the Company) and subject to the underlying policy being current and valid at the effective date as stated in the Schedule, the Company 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.

**Note:** In this Coupon Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

**PROVIDED that:**

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 the Company, the annual aggregate liability of the Company under all such Insurances shall be limited to the sum of R500 million (five hundred million Rand), or up to R 1,5 billion, if the Insured has chosen the optional Excess of Loss R 1 billion cover, where the property insured is in the Republic of South Africa.

For this purpose ONE INSURED shall mean:

Any Single One Insured, a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973) or Subsidiary of the Holding Company

In the case of One Insureds other than Companies, the Company reserves the right to determine who the One Insured is for this purpose.

**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 tenable;
- 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.
- d. NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

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.

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 / 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.

- e. 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 South African territory to which this policy applies.

**If it is alleged that by reason of this exclusion any loss (es) is not covered by this Coupon the burden of providing the contrary shall be upon the insured.**

## **CLAIMS NOTIFICATION**

The Agent or Intermediary will advise Sasria of a loss within thirty (30) days from the date they receive the claim.

A claim shall not be payable if twenty four (24) months have elapsed since the occurrence of the Insured Event unless the claim is subject of pending legal action or final assessment of the loss by the Insurer have not been reached.

## **CONTRACTUAL VALUE**

Where Property Insured is extended under the Replacement Value Clause and is the subject of a lease, rental, hire or similar agreement which requires the Insured to insure and/or be responsible for the property at an agreed value then the measure of cover provided shall be the agreed value as stipulated in the lease, rental or hire agreement. The definition set out under the Basis of Loss Settlement on the underlying policy shall not apply in respect of a claim under this clause but always limited to the total Sum Insured.

## **CONDITIONS**

### **1. Misrepresentation, misdescription and non-disclosure**

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

### **2. Continuation of cover (where premium is payable by bank debit order or by transmission account)**

The premium is due in advance and, if it is not received by the company by due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless the insured can show that failure to make payment was an error on the part of his Intermediary or Sasria agent.

### **3. 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.

### **4. 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.

### **5. Company's rights after an event**

- a. On the happening of any event in respect of which a claim is or may be made under this policy, the company and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the company to rely upon any conditions of this policy,

- i. take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the company to do so. The insured shall not be entitled to abandon any property to the company whether taken possession of by the company or not,
  - ii. take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the company.
- b. The insured shall, at the expense of the company, do and permit to be done all such things as may be necessary or reasonably required by the company for the purpose of enforcing any rights to which the company shall be, or would become, subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.

### SPECIAL CONDITIONS

1. 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 Underlying Policy covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.
2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying Policy, other than:
  - 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

  - b. The Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above;
  - c. Any excess, deductible or similar payment to be met by the Insured in terms of the Underlying Policy;
  - d. The Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. It does not automatically incorporate the Extensions. In order to cater for the Extensions, the Sasria Sum Insured must be increased by the value of the Extension and a premium charged for the said Extension. In this instance a schedule showing a breakdown of all additional covers included (together with the sum insured) must be attached to the coupon,
  - e. Where required by the Insurer, the Insured shall at the commencement of such insurance and when required provide the Insurer with a written estimate of the cost at such date of reinstatement of the Property Insured to which this section applies made and certified by a Valuator acceptable to the Insurer.
  - f. The Sum Insured under the policy and this section in respect of each item will not be less than the amount of such estimate, and may be adjusted for renewal provided this is done within a two months period of the renewal date.
  - g. Where a building or structure is destroyed, the Insured is entitled to carry out the replacement by an equivalent building upon another site and in any manner suitable to the requirements of the Insured provided that the Insurer's liability does not exceed the cost which would have been incurred had reinstatement been carried out on the original location.

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.

## Memorandum

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 S.A.I.A. Exceptions which the Nominated Insurer is obliged to incorporate in his Policy. Should the numbering in the Underlying Policy not correspond with the numbering of the Standard S.A.I.A. Exceptions the above references shall apply to the corresponding Exceptions in the Underlying Policy *mutatis mutandis*.

1. 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.
2. Any adjustment of Premium Clause or Condition in the Underlying Policy shall not be applicable to this Coupon Policy.
3. No alteration of this Coupon Policy is valid unless signed by a Director of the Company
4. Any Reinstatement Value Conditions in the Underlying Policy shall be applicable to this Coupon Policy except insofar as it relates to Motor Vehicles.
5. The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.

## Sasria Motor Policy

### 1. DEFINITIONS

1.1 The term “vehicle” shall mean:

- a. Private type motor cars
- b. Commercial vehicles (including irrigation vehicles)
- c. Motor cycles
- d. Buses
- e. Trailers- (i.e Any vehicle without means of self-propulsion designed to be drawn by a self- propelled vehicle, but excluding any parts or accessories not permanently fitted thereto)
- f. Registered and Non-registered Mobile Plant
- g. Bus Rapid Transit

1.2 Non Registered Types

The above shall mean self- propelled Non Registered vehicles that may be insured under the motor section.

These vehicles are for example but not limited to golf carts ,forklifts, goods carrying trolleys, tractors with or without lifting apparatus, road rollers, quad bikes, tractors used for maintenance of recreational grounds, sprayers (disinfectant, sanitary and tar), water carts, road graders, scarifiers, sweepers, tower wagons and compressors.

Any such vehicle being owned by or hired or leased by the insured, including any such vehicle temporarily operated by the insured as replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that the insurer’s maximum liability shall not exceed the lesser of the retail value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the Sasria motor policy.

1.3 The term “total loss” shall mean the total loss, destruction or damage of the vehicle or where the damage exceeds at least 70% of the retail value of the vehicle;

1.4 The insured shall mean the person, people or juristic entity in whose name the policy is issued.

### 2. PREAMBLE

#### SECTION A

The premium for this insurance is shown in the underlying policy schedule. The underlying policy schedule forms an integral part of the policy. The cover is subject to payment of premiums.

Sasria’s Liability to the insured will not be for more than the value specified against each vehicle, or the retail value of the vehicle calculated in terms of the TransUnion Auto Dealer Digest, whichever is the lesser.

Wherever the word "**property**" is used it must be taken to mean any motor car or vehicle, trailer, a tool, utensil, or other piece of equipment that is used for a particular purpose or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst on the road.

## INSURANCE

In return for the Insured having paid the premium stated in the Schedule to this Policy (the Schedule forms an essential and integral part of this Policy) to Sasria, Sasria will provide insurance in respect of loss or damage happening during the Period of Insurance stated in the Schedule of this Policy.

Subject to the terms, exceptions and conditions of this Policy, Sasria will indemnify the Insured against loss of or damage to the property described in the Schedule directly related to or caused by:

- i. any act (whether on behalf of any organisation, body, 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 of the public;
- 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 lawful authority in controlling, preventing suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii) (iii) or (iv) above.

**Note:** In this Policy, the term "Public Disorder" includes civil commotion, labour disturbances or lockouts.

Sasria may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of the property insured in the schedule of this Policy subject always to Condition 8 of this Policy (which relates to Average). If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereafter referred to as the "Owner") is interested in any money which would be payable to the Insured under this Policy in respect of loss of or damage to the property insured (which loss or damage is not made good by repair or replacement) such money will, if requested in writing, be paid to the owner and/or to the Insured to the extent of their respective interests as long as they are interested in the said property, and their receipt will be a full discharge of Sasria in respect of such loss or damage. Save as expressly provided nothing in this Policy will modify or affect the rights and legal responsibilities by the Insured or Sasria under or in connection with this Policy or any condition or term of it.

In the event of any part, accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being not capable of being obtained in the Republic of South Africa, as a standard ready manufactured article or in the event of any such article being denied to the Insured for any reason, Sasria's legal responsibility will be met by the payment of a sum equaling the value of the said article at the time of the loss or damage but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa.

If the property insured under this Policy is disabled by reason of any loss or damage Sasria will pay the reasonable cost of protection and removal to the nearest repairers. Sasria will also pay the reasonable cost of the delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured in the Republic of South Africa.

### 3. MEMORANDA

#### Replacement Value Condition.

- 3.1 Where an Insured vehicle defined in 1.1 (a) is less than twelve months old, from the date of first registration and the vehicle has travelled less than 2500km per month on average since the date of first registration as new – then Sasria agrees to bear the costs of replacing the vehicle with a new vehicle of the same make and model (subject to the availability thereof) in the event of the total loss of such vehicle. This condition applies only to vehicles not exceeding 3 500 kilograms gross vehicle mass.
- 3.2 If, to Sasria's knowledge, the vehicle is the subject of a suspensive sale or similar agreement and the vehicle is written off, stolen or hijacked and the insured is permanently deprived of the use of the vehicle, payment in settlement of the claim shall be made to the titleholder whose receipt shall be a full and final discharge to Sasria in respect of such loss or damage.
- 3.3 If any part, accessory or fitment needing to be repaired or replaced, following insured damage to the vehicle/s described in the schedule, being unobtainable in the republic of South Africa, Sasria's liability shall be limited to payment of a sum equal to the value of a Standard ready manufactured part, accessory or fitment at the date of loss or damage, but not exceeding the maker's latest list price.
- 3.4 Sasria will only pay up to 10% of the insured value of the vehicle in respect of accessories fitted in or on the vehicle; if the value exceed 10% of the insured value of the vehicle then the accessories must be specified on the schedule and be insured under the Plant category, for them to be covered for Sasria purposes.

### 4. EXCEPTIONS

This Policy does not cover:

- 4.1 Consequential Loss from any cause whatsoever, depreciation of any nature which will also mean decrease in value of the insured property however it arises, consequent upon it having sustained damage insured against and continuing after the repair of such damage, wear and tear and mechanical or electrical breakdown, failure or breakage.
- 4.2 Loss or damage occasioned by permanent or temporary dispossession of the insured property resulting from confiscation, commandeering or requisitioning by any lawful authority.
- 4.3 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 any War Damage Insurance and Compensation legislation.
- 4.4 Any loss or damage related to or caused by:
  - i. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war;
  - ii. mutiny, military rising, military or An invasion from abroad, or an internal rebellion, where armies are drawn up against each other, when the laws are silent, and when the firing of towns becomes unavoidable., 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;
  - iii. the act of any lawful authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clause (i) or (ii) above.
- 4.5 Any claims arising out of any legal responsibility assumed by the Insured by agreement, unless or if such legal responsibility would have attached to the Insured in the absence of such agreement.



4.6 Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising from it or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion will include any self-sustaining process of nuclear fission. The indemnity provided by this Policy will not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

4.7 NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

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 to use or release of any nuclear weapon or device or chemical or biological agent.

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 / 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 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.

**If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon / Policy the burden of proving the contrary will be on the insured.**

## 5. CONDITIONS

### 5.1 Claims Procedure

On the occurrence of any loss or damage the Insured must as soon as reasonably possible give notice of it in writing to the NOMINATED INSURER. The Insured must give to Sasria all such proofs and information in connection with the claim as may reasonably be required.

### 5.2 Subrogation

The Insured must, 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 will 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 will be or become necessary or required before or after the indemnification by Sasria.

### 5.3 Contribution

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

### 5.4 Precautions

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

### 5.5 Transfer

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

## **5.6 Arbitration**

If any difference or dispute arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will 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.

Where any difference or dispute in terms of paragraph (a) above is to be referred to Arbitration the award of the Arbitrator(s) will be final and binding and the making of such award will be a condition precedent (i.e. a prior requirement) to any right of action against Sasria under this Policy being pursued.

## **5.7 Limitation**

In no case whatsoever will 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.

## **5.8 Average**

If the property insured is, at the commencement of any destruction or damage to such property, 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 will be considered as being his/her own insurer for the difference and will bear a ratable share of the loss accordingly.

## **5.9 Total Loss of Property**

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

## **5.10 Premium**

Note that whenever the period of insurance on this policy is less than 12 months, the minimum premium to be paid by the Insured will be the full annual premium.

## **5.11 Validity**

This Policy will not be valid unless a signature attesting the authenticity of a document already signed by another by the Nominated Insurer.

## **5.12 Alteration of Use of Property Insured**

Sasria will not be liable for any loss or damage to the property if at the time of such loss or damage the property was used either by the Insured or any person knowing at that time that the property should have been insured at a rate or premium that is higher than what has been charged, but they did not act to correct that, so that the correct rate or premium was not applied.

## **5.13 Territorial Limitation**

Sasria only insures property that is in the Republic of South Africa and will insure property in Namibia only when it is there temporarily for a period of not more than 60 consecutive days.

## **5.14 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 will become payable.

## **5.15 Fraud**

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

## **5.16 Misrepresentation**

This policy will not be legally binding if the Insured makes a false statement of any material (important) fact on his/her application, an inaccurate physical or legal description of property or when the Insured does not provide any important information about the property being insured.

## **5.17 Reporting Claims to Authorities**

All things that happen or takes place especially things of importance 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.

## **5.18 Declarations**

The insured has the responsibility of declaring all fleet vehicles insured for Sasria purposes at the end of each insurance period within 45 days and the difference in payment be made to Sasria or a refund be paid to the insured.

## **5.19 Listing of Vehicles**

The insured has the responsibility of providing the Non Mandated Intermediary with the list of all vehicles being insured for Sasria purposes as and when required by Sasria.

## **5.20 Uninsured Third Party vehicles**

The motor cover extends to damage of an uninsured third party motor vehicle, if the damage happened as a result of an insured motor vehicles, whilst a Sasria peril was taking place.

## **6. SPECIFIC CONDITION**

If, during the operation of this section of the Policy, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended or cancelled, or if he/she or they will be charged or convicted of negligent, reckless or improper driving, notification must be sent in writing to Sasria immediately when the insured has knowledge of such fact.



VERSION 2



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