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Definitions

- 1.1 **'The Insured'** means the person or legal entity in whose name this policy is issued and members of the Insured's immediate family normally resident with the Insured
- 1.2 **'Building'** means the residence, its outbuildings and garages all situate at the address shown in the schedule
- 1.3 **'Property'** insured means household goods, personal effects which belong to the Insured and includes the contents of the Insured's office.
- 1.4 **Premise(s)** means that area of the property described in the schedule which is demarcated in terms of the Title Deed for that erf.
- 1.5 **Sum insured** means the amount stated in the schedule for the contents section.
- 1.6 **Employee** – (a) any person employed under a contract of service or apprenticeship with the Insured;
(b) any person engaged by or on behalf of the Insured to perform a contract constituting the provision of labour only, for the purpose of carrying out the day-to-day operations of the Business
- 1.7 **Environmentally Friendly Equipment** are those items installed at the dwellings that is kept in the open and will include, but is not limited to, rainwater harvesting tanks, composters and water catchment apparatus

Insured events

The insured events are:

- 2.1 **Fire, lightning, explosion.**
- 2.2 **Storm, wind, water, hail or snow** but excluding loss or damage:
- 2.2.1 to property in the open
- 2.2.2 Arising out of any process necessarily involving the use or application of water.
- 2.3 **Earthquake** excluding the first 1% of the sum insured, minimum R500, of every claim for destruction or damage arising directly or indirectly from mining. If the Company alleges that the destruction or damage arises from mining the burden of proving the contrary will rest on the Insured
- 2.4 **Damage** resulting from Bursting, leaking or overflowing of fixed oil-fired water apparatus or heating apparatus .
- 2.5 **Impact** by animals, aerials, trees or vehicles other than damage to such vehicles or property in or on the vehicles . The Company will indemnify the insured for the cost of removing the animals, trees, satellite dishes or vehicles from the insured's premises up to a limit of R10,000.
- 2.6 **Deliberate or wilful or wanton acts** excluding loss or damage caused by or arising from theft or attempted theft.
- 2.7 **Theft or attempted theft from**
- 2.7.1 The residence
- 2.7.2 The outbuildings and garages but limited to 1 % of the sum insured unless there is forcible and violent entry or exit
- 2.7.3 Any other residence
- 2.7.4 Any building in which the Insured is temporarily residing
- 2.7.5 Any building in which the Insured is employed
- 2.7.6 Any furniture storage depot or a safe deposit in a bank
- 2.7.7 Any other building if there is forcible and violent entry or exit.
- 2.8 **Theft**
- 2.8.1 While being moved by professional movers during a permanent change in the address stated in the schedule
- 2.8.2 While in transit to or from a furniture storage depot or a safe deposit in a bank
- 2.8.3 Of laundry, garden and swimming pool furniture/implements from the grounds of the building up to 1% of the sum insured.
- 2.9 **Power Surge extension**
The insurance granted by this Section will indemnify the Insured in respect of damage to items insured (not resulting in fire) as a result of fluctuations in the power supply and/or lightning strikes resulting in surges:
1. Protected Distributions boards –
The maximum amount payable by the Company will not exceed the amount stated in the schedule for any one event or series of events in any one (annual) period of insurance and will not be subject to a First Amount Payable unless otherwise stated in the schedule.
 2. Unprotected Distributions boards -
The maximum amount payable by the Company will not exceed R20,000 for any one event or series of events, and R30,000 in any one (annual) period of insurance. The First Amount Payable of 10% of claim minimum R2,000 will apply unless otherwise stated in the schedule
- 2.10 **Bilking**
The Company will pay up to the amount stated in the schedule for any one loss in any one period of insurance for loss of income of the Insured where such loss has arisen as a result of a guest or visitor of the Insured having absconded and/or left the insured premises prior to settling his/her account for accommodation and other services provided by the Insured.
Provided that:
- (1) The Insured has made all reasonable attempts to collect such outstanding payment;
 - (2) Cover will not be considered by the Company if the Insured is unable to provide the following minimum details of such guest or visitor:
 - (a) Full first names and surname
 - (b) Identification or passport number
 - (c) Physical address of permanent residence

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(3) The Company shall not be liable for the first R500 of each and every event.

Specific Exceptions

The Company will not be liable for:

1. The first amount payable stated in the schedule (or in the policy wording if greater) of every claim
2. Unless otherwise agreed and noted on the schedule, loss or damage if at the time of such loss or damage the building has been unoccupied for more than 72 hours. The Insured will be responsible for a first amount payable of 10% of the sum insured
3. Loss or damage caused, sustained or incurred outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Namibia, Swaziland, and Zimbabwe
4. Theft of money and other negotiable instruments unless stolen from the residence and there is forcible and violent entry or exit from the residence or as a result of theft following violence or threat of violence. Money shall mean cash, bank and currency notes, cheques, postal and money orders, current negotiable postage revenue and holiday stamps and credit card vouchers.
5. More than the sum insured for money and other negotiable instruments stated in the schedule
6. Theft of money whilst in transit if such money is left in an unattended motor vehicle
7. Theft of money by the Insured's employees unless the Insured discover such theft within 21 days of when it occurred
8. Loss, damage or injury to animals, gold coins, stamp and coin collections, motor vehicles and trailers/caravans including their accessories, air and water craft and their equipment
9. More than 10% of the sum insured for any one article other than furniture
10. More than 20% of the sum insured in respect of each location stated in the schedule for precious metals and stones, jewellery, furs, rugs and carpets.
11. More than R10,000 per item for precious metals and stones, jewellery and watches that is not kept in a locked safe (fixed to the inside of the building) when not being worn
12. More than 3% of the Contents sum insured in respect of each location stated in the schedule for desktop computers, printers and scanners.
13. Property more specifically insured.

Basis of settlement

If the property insured is lost or damaged by any insured event the Company will pay for or may choose to repair or replace it. The amount payable will be the current replacement cost.

Provided that if at the time of loss or damage the cost for replacing the property insured as new is greater than the sum insured the Insured will be their own insurer for the difference and will bear a rateable proportion of the loss or damage.

Basis of Settlement for precious metals and stones, jewellery, watches, furs, rugs and carpets.

If the property insured is lost or damaged by any insured event the Company will pay for or may choose to repair or replace it. The amount payable for a complete loss of any item of the property insured in the schedule will be the current replacement cost. The insured shall provide satisfactory proof of valuation and ownership of the item at the time of loss.

Specific Conditions

Burglar Alarm Warranty (if stated in the schedule to be included)

If the Company requires an alarm system as noted in the policy schedule, the Company will only pay the Insured for theft and burglary if:

- a) a radio alarm system is installed in the premises by an approved SAIDSA installation company
- b) the radio alarm is linked to a control room at an armed response company. When the alarm is activated it will sound an alarm at the control room of the alarm company, which should trigger a response from the security company to attend to the premises. The Company will require proof in the event of a loss (report)
- c) the alarm system is fully armed whenever the main building is left unattended and/or unoccupied or the Insured is not open for business unless the Insured or a member of the Insured's staff or family is on the premises. The Company will require proof in the event of a loss (report)
- d) the alarm system is maintained in proper working order and must be tested AT LEAST ONCE EVERY 6 (SIX) MONTHS with the armed response company
- e) the Company will not cover loss or damage to the Insured property following the use of the keys/ card key of the alarm or any duplicate key/ card key unless such keys/ card keys were obtained with violence or threat of violence to the Insured, the Insured's staff, guests or members of the Insured's family

Building Operation –

While the dwelling is being erected or structurally altered cover provided by:

- Defined events 2.4, 2.6 and 2.7
- Extension 1 Accidental damage
- Public Liability

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

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Extensions and clauses

1. Accidental damage

Accidental Damage to the contents by any other cause not specified above but excluding

1. wear and tear deterioration
2. damage due to lack of maintenance
3. Scratching, denting and chipping
4. Marrying of items

The Company will not pay more than the limit stated in the schedule in respect of any one event.

2. Chilled/ Refrigerated Stock

If the contents (belonging to the insured) of any refrigerator/deep-freeze unit in the building deteriorate as a result of:

- a) Break down of or accidental damage to the unit;
- b) Failure of power supplied by public authorities (excluding the deliberate withholding of power supply)

Provided that the Insured takes all reasonable measure to minimise the loss of stock.

The Company will indemnify the Insured up to the amount stated in the schedule. The Insured will be responsible for the first R500 of any claim

3. Locks and keys

In addition to any payment in respect of a defined event the Company will indemnify the Insured in respect of the cost of replacing locks and keys and electronic key cards to any receptacle at the insured premises following upon the disappearance of any key to such receptacle or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key provided that:

- (i) The Company's liability shall not exceed the limit stated in the schedule in respect of any one event
- (ii) The Company shall not be liable for the first R250 of each and every event.

4. Personal documents

The Company will indemnify the Insured for loss or damage caused by an insured event to the Insured's personal documents up to 1% of the sum insured. The Company will only be liable for the value of materials and the cost of labour in reinstating the documents or obtaining duplicates and not for the value to the Insured of the content.

5. Employee's property

If household goods and personal effects on the premises (excluding money) belonging to the Insured's permanent employees (resident on the premises for a period longer than 3 months) are lost or damaged by an insured event the Company will indemnify the Insured up to 1% of the sum insured.

The definition of household contents shall mean household goods, personal effects, furniture, furnishings, fixtures and fittings belonging to or the responsibility of the employee but excluding:

- (i) Landlord's fixtures and fittings
- (ii) Property used for the Insured's business
- (iii) Property more specifically insured
- (iv) Personal money, securities, certificates and documents of any kind
- (v) Livestock (including domestic animals)
- (vi) Trailers, watercraft, caravans, motor vehicle and accessories thereon.

6. Personal effects of guests

In the event of loss or damage by an insured event specified in 2.1 to 2.6, or by theft to household goods and personal effects (excluding money and negotiable instruments) not otherwise insured, the Company will indemnify the Insured as follows:

- 6.1 For any non-paying guests temporarily residing with the Insured up to a maximum amount of R10,000. The Insured shall be responsible for the first R500 of any claim.
- 6.2 For any paying guests temporarily residing with the Insured up to a maximum amount of R25,000 or as stated in the schedule. The Insured shall be liable for the first R1,000 of any loss

Provided that:

- (i) The loss or damage occurs on the insured premises.
- (ii) Loss or disappearance of the property from any motor vehicle, caravan, trailer or watercraft when left unattended is not covered unless such loss or disappearance follows upon forcible and violent entry or exit from the said motor vehicle, caravan, trailer or watercraft.
- (iii) In the case of motor vehicles cover is restricted to property contained in a completely closed and securely locked vehicle and the maximum amount payable shall be R5,000 any one claim.
- (iv) Theft of property belonging to paying guests will be subject to forcible and/or violent entry into or exit from the portion of the building occupied by such paying guest, or by threat of violence to such guest.

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7. Accidental death of the Insured

If the Insured sustains accidental bodily injury while in the building or its grounds and dies as a direct result of the injury the Company will pay

- 7.1 R1 500 for a person under 18 years of age
- 7.2 10% of the sum insured or R6 000, whichever is the lesser, for a person of 18 years and over and under 70 years of age provided death occurs within three months of the injury.

8. Emergency /Veterinary expenses

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

- 8.1 Person other than the Insured caused by a domestic animal owned by the Insured
- 8.2 Domestic servant in the course of his employment by the Insured
- 8.3 Domestic animal owned by the Insured arising from a road accident

The Company will pay the expenses not otherwise recoverable up to R5,000 any one event per person/animal.

9. Transport of Groceries and Household Goods

Loss of or damage to groceries and household goods which the Insured transports after the purchase thereof along a reasonably direct route to the Insured's home.

Provided that:

- (a) The Company's liability shall not exceed the limit stated in the schedule in respect of any one event;
- (b) The Company shall not be liable for the first R250 of each and every event.

10. Subsidence extension (Only applies if the schedule shows that the cover includes subsidence)

10.1 This section is extended to include destruction or damage caused by subsidence or heave of the land supporting the building or landslip provided such destruction or damage is not caused by or does not arise from

- 10.1.1 Excavations other than mining excavations
- 10.1.2 Alterations, additions or repairs to the building
- 10.1.3 The compaction of infill
- 10.1.4 Defective design, materials or workmanship
- 10.1.5 Normal settlement, shrinkage or expansion of the building.

Provided further that the Company will not be liable for the first portion of each claim calculated at 1% of sum insured or R1, 000 whichever is the greater.

11. Goods in the open (Excluding items of an aesthetic nature)

Notwithstanding Insured event 2.2.1 the Company will pay up the amount stated in the schedule in respect of damage to goods in the open caused by an insured event (other than Insured Event 2.7 and 2.8) defined under this section. The Company will indemnify the Insured up to the amount stated in the schedule. The Insured will be responsible for the first R500 of any claim.

12. Fatal Injury Extension

If the Insured or the persons named in the schedule sustain a fatal injury as a result of fire to the residence or its domestic outbuildings the Company will pay to the Insured up to the amount stated in the schedule. This payment is conditional in that such fire/death due to fire is confirmed by a Public Authority and death must occur within three months of such injury

13. Money Extension:

Money shall mean cash, crossed (not transferable) cheques, current negotiable postal or revenue stamps and credit card vouchers – South African Rand value only.

Business hours shall mean the hours between 07h00 and 20h30 daily, unless agreed otherwise

The Company will indemnify the Insured up to the limit stated in the schedule for theft of money from the insured premises stated in the schedule following forcible and violent entry or exit to or from the building, or violence or threat of violence;

The Insured is required to have full written records of all money received and paid out by the Insured, so that the value of the Insured's claim can be verified

Specific Exceptions

The Company will not be liable for loss or damage to money

- (a) anywhere other than on the insured premises noted in the schedule (transit of money is excluded)
- (b) loss arising from shortage due to error or omission
- (c) not contained in a locked safe or receptacle after business hours or when the premises are unoccupied
- (d) theft of money by employees unless the Insured discover such theft within 21 days of when it occurred
- (e) the first amount payable of R 500 for each and every claim

14. Fidelity Extension: Defined events

- 1. Loss of money and or other property belonging to the Insured stolen by an employee during the currency of this policy.

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2. Direct financial loss sustained by the Insured as a result of fraud or dishonesty of an insured employee during the currency of this policy resulting in direct financial gain for the employee concerned. Dishonest financial gain shall not include gain by an employee in the form of salary, salary increases, fees, commissions, bonuses promotions or other emolument.
Provided that:
 - (a) The Company will not be liable for any loss that occurred more than 6 months prior to discovery.
 - (b) The liability of the company for all losses shall not exceed the sum insured stated in the schedule whether involving any one employee or any number of employees acting in collusion or independently of one another.

15. Accounts Receivable Extension:

Loss or damage as a result of accident or misfortune (hereinafter termed Damage) to:

1. The Insured's books of account as an accommodation establishment, at;
 - (a) the premises stated in the schedule
 - (b) the residence of any director, partner or employee
 - (c) the premises of any accountant

in consequence whereof the insured is unable to trace the outstanding debit balances due to them.

The basis of indemnity will be as set out in the specification below.

If because of imminent danger of their destruction, such books of account or other business books or records are removed to a place of safety, the insurance hereunder shall apply if such goods are destroyed, damaged or lost as aforesaid during such removal or while so located or being returned to the insured premises, provided the Insured advise us of such removal within 30 days.

The Company will pay all reasonable collection costs and expenses incurred by the Insured in excess of normal collection costs and expenses made necessary due to such damage.

The Company will not be liable for;

1. loss resulting from loss or damage to the books of account or other business books or records caused by:
 - (a) wear and tear or gradual deterioration or moths or vermin
 - (b) detention, seizure or confiscation caused by any lawfully constituted authority
 - (c) electric or electronic or magnetic injury, disturbances or erasure unless the insured maintains duplicate records, in which case the Insured will be responsible for the first R 500 of every claim
2. loss caused by fraud or dishonesty of any principal, director, partner or employee of the Insured.

Specification

The insurance under this extension is limited to the loss sustained by the Insured in respect of outstanding debit balances directly due to the damage and the amount payable shall not exceed;

- (a) the difference between
 - (i) the outstanding debit balances and
 - (ii) the total of the amounts received or traced in respect thereof
plus
- (b) the additional expenditure incurred in tracing and establishing customers' debit balances after the damage.

The Company will not pay for an amount in excess of R10, 000 any one event and any one annual period of insurance.

The Insured will be responsible for the first R1, 000 of each and every claim.

16. Fraudulent misuse of credit cards

The Company will indemnify the Insured for loss of money arising out of the fraudulent misuse of any credit card by a customer of the insured

Provided that

1. the maximum amount payable shall be R20,000 per event per annum
2. the Insured shall be responsible for the first 10% of any claim minimum R2,500
3. the Company will only indemnify the Insured under this extension if the financial institution whose credit card has been fraudulently misused refuses to reimburse the Insured
4. The Insured report any fraudulent misuse of a credit card to the financial institution concerned within 24 hours of discovery thereof by the Insured
5. the customer committing such fraud has completed a guest register notwithstanding that the information supplied may be false or incorrect
6. The Insured or their employees must confirm that the information supplied by the guest is the same as that of the credit card. If it is not the same then cover will be excluded
7. The Insured shall make every reasonable endeavour to trace the customer
8. this extension shall not apply to any person whilst employed under a contract of service with or apprenticeship to the Insured, nor any person whilst hired or seconded from any other party into the Insured's service or to any partner, principal, director or member of the Insured.

17. Removal of Bees

Costs and expenses necessarily and reasonably incurred in removing bees and their nests from the insured premises, as well as the treatment of vacated hive areas to prevent re-occupation.

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Provided that:

1. The removal will be carried out by a registered bee keeper or bee remover
2. The Company will not be liable for the costs of removing nests already on the insured premises before the inception of this policy
3. The Company's liability shall not exceed the limit stated in the schedule.

18. Temporary increase of the sum insured

The sum(s) insured for contents under this section will be increased annually by 10% over long weekends, during festivals and during school holiday periods based on the provinces' official school calendar. This cover shall not apply in respect of any extensions under this section

19. Alcohol and Beverage Extension – Leakage of Liquor

Damage caused by escape of beverages from fixed installations including resultant loss of beverages excluding:

- (a) The first R 500 of each and every loss;

Provided that the limit of the Company's liability in respect of loss or damage shall not exceed the amount stated in the schedule.

20. External Signs, Blinds and Canopies Extension

The Company will pay up to the amount stated in the schedule for damage by an insured peril to external signs, blinds & canopies at the insured's premises for which the insured is responsible, but excluding the first R 1,000.00 in respect of each and every claim. These amounts stated here can be increased in accordance with the insured's wishes, and the correct amount will reflect in the insured policy schedule. This cover is extended to include signs and signposts advertising the insured establishment, being the property of the insured and that for which they are responsible and situated elsewhere, either on or off the insured's property

21. Rent and alternative accommodation

If the buildings become uninhabitable as a result of loss or damage caused by an insured event the Company will indemnify the insured;

- (a) for rent, provided that the insured are liable in the insured's personal capacity for the payment of rent
- (b) for any reasonable additional costs incurred in providing alternative accommodation for the insured, their immediate family and employees normally resident with the insured

but only for the period necessary for reinstatement and up to a limit of 25% (percent) of the contents sum insured.

22. Damages caused for medical emergencies

The Company will pay up to R10,000 for the cost of repairs for damage caused to the property by the immediate emergency action taken to gain access into a room where it is presumed a guest may be in need of medical attention and/or is unresponsive. The Company will pay up to R10,000 for the cost of repairs

23. Environmentally Friendly equipment in the open:

The Company will indemnify the insured up to a maximum amount of R15,000 for loss by the perils stated above, or theft of any equipment, not otherwise insured or able to be insured in terms of a buildings policy, related to Environmentally-friendly equipment from the insured premises. The insured will be responsible for the first R750 of any claim in terms of this extension

24. Post Mortem Cleaning and Sanitising Cost Extension

In the event of a death on the premises that requires the employment of Professional Cleaning and Sanitising Services to restore the affected area to the condition it was in before the death, the Company will pay for costs incurred by the Insured up to a maximum amount of R10,000 any one event and R20,000 in any one 12 month period of insurance.

25. Temporary increase of the sum insured

The sum(s) insured for stock insured under this section will be increased by 10% over long weekends, during festivals and during school holiday periods based on the provinces' official school calendar. This cover shall not apply in respect of any extensions under this section