

# POLICY WORDING



**Vanguard**  
Marine & Leisure

This policy is the contract between Infiniti Insurance Limited (We/Us/Our) and the Insured named in the schedule (You/Your/Yours) and covers the events stated in the sections, occurring during the period of insurance up to the sums insured or limits of indemnity or compensation stated in the schedule. Any proposal or declaration made by you forms part of this policy.

Vanguard Marine & Leisure (Pty) Ltd underwritten by Infiniti Insurance Limited undertakes to settle all valid claims as quickly as possible. However, if you have any query or complaint about this policy or are in any way unhappy with the service you have received, please contact:

Infiniti Insurance Limited  
P O Box 1911  
Houghton  
2041  
Fax: 011 726 1874  
E-mail: [complaints@infinitiafrica.com](mailto:complaints@infinitiafrica.com)

If your enquiry is not satisfactorily resolved, you may contact the:

The Ombudsman for Short Term Insurance  
P O Box 32334  
Braamfontein  
2017  
Telephone: 011 726 8900  
Fax: 011 726 5501



# Index

---

|                    |   |
|--------------------|---|
| Introduction       | ■ |
| General Conditions | ■ |
| Watercraft         | 1 |
| Motor              | 2 |
| Trailer/Caravan    | 3 |
| All Risks          | 4 |
| SASRIA             | ■ |
| Disclosure Notice  | ■ |

---





# General Conditions

## 1. Definitions

- 1.1 You/your/yours/yourself means the person or persons in whose name the policy is issued.
- 1.2 We/us/our means the insurer, Infiniti Insurance Company Limited.
- 1.3 Headnotes are for reference and do not affect the interpretation of the policy.
- 1.4 The schedule is the separate pages showing the details of the insured, period of insurance, the insured item, the territorial limits, the sum insured and any endorsements, warranties or special conditions.
- 1.5 An endorsement is an alteration to the terms of the policy either expressed in the schedule or indicated in the policy text.

## 2. Interpretation

The policy and the schedule must be read as one document. Any word or expression given a specific meaning will have such meaning wherever it appears.

## 3. Observance of Policy Terms

Our liability is conditional on the observance of all the terms, conditions and warranties of this policy by any person claiming indemnity or benefit under this policy.

## 4. Prevention of Loss

You must take all reasonable precautions to prevent accidents, loss, damage or bodily injury including, but not only, complying with and adhering to all laws, regulations, rules and by laws that are material to the risk whether the law regulation or by law was in force at the date that your policy was issued or enacted at a later date. You should also effect emergency repairs to your property to prevent further loss. If you do not comply with this condition and your not complying is material to the claim, we may reject your claim.

## 5. Claims Procedure, Requirements and Conditions

- 5.1 If an event giving rise to, or likely to give rise to, a claim comes to your knowledge you must notify us within 30 days and as soon as reasonably possible give us
  - 5.1.1 particulars of other insurance covering the same event.
  - 5.1.2 written details of the event.

# General Conditions

- 5.1.3 such proofs, information and sworn declarations we may require from time to time.
- 5.1.4 any documentation or details of any communication received in connection with a claim.
- 5.2 No admission, statement, offer, promise, payment or indemnity may be made or accepted by you without our written consent.
- 5.3 If the claim involves theft, malicious damage or a motor or watercraft accident, you must report it to the police within 24 hours, or sooner, of the loss and do all that you can to help to find the guilty person and/or recover any stolen property.
- 5.4 We may take over and conduct the defence or settlement of any claim and we have the right to use your name for this purpose.
- 5.5 You must give us all information, documentation and assistance required by us to obtain indemnity from other parties.
- 5.6. You must advise us immediately you become aware of any impending prosecution or inquest in respect of any event which may give rise to a claim.
- 5.7 If we deny liability for any claim made under this policy we will be relieved of liability unless summons is served on us and legal action taken within 180 days of rejection or avoidance of the claim.
- 5.8 We will not be liable under more than one section of this policy in respect of liability, loss or damage arising from the same event in respect of the same liability, loss or damage.
- 5.9 In respect of any section of this policy under which indemnity is provided for liability to third parties, we may, upon the happening of the event, pay you the limit of indemnity provided in respect of such events or any lesser sum for which the claim or claims arising from such event can be settled and we shall thereafter not be under further liability in respect of such event.
- 5.10 If, after payment of a claim in respect of lost or stolen property, the property or any part thereof is found you must assist us in the identification and recovery of the property if called on to do so by us, provided that your reasonable expenses in rendering such assistance will be reimbursed by us. Should you not render such assistance in terms of this condition when called upon to do so, you will immediately become liable to repay us all amounts paid in respect of the claim.

# General Conditions

5.11 In the event of a claim for which we become liable to provide indemnity for the maximum amount payable under any item(s) or section of the policy, we are not obliged by law or otherwise to provide a refund of premium for the unexpired period of insurance.

## 6. More Than One Policy

If the loss, damage or liability is covered by any other insurance we will not pay more than our rateable proportion.

## 7. Cancellation/Premium Payment

### 7.1 CANCELLATION

7.1.1 This policy or any section may be cancelled

7.1.1.1 by you at any time by giving us notice in writing and we will be entitled to retain the customary short term premium or minimum premium.

7.1.1.2 by us by giving you 30 days notice in writing at your last known or nominated address and we will retain a pro rata premium. Notice will be deemed to have been received by you 10 days after dispatch by us unless you can prove the contrary.

### 7.2 PREMIUM PAYMENT

#### 7.2.1 ANNUAL POLICY

7.2.1.1 Premium is payable on or before inception date or renewal date. We shall not be obliged to accept premium tendered to us after 15 days from inception date or renewal date.

#### 7.2.2 MONTHLY POLICY

7.2.2.1 If the premium is not paid on the date that it was due to be paid

7.2.2.1.1 as a result of the payment having been stopped by you this policy will be cancelled at 16h00 on the date that the premium was due to be paid.

7.2.2.1.2 for any reason other than as described in 7.2.2.1.1 we will redebit in the following month and should the outstanding premium not be paid when redebited, the policy will be cancelled from the date that the first unpaid premium was due to be paid.

# General Conditions

## 8. Contractual Liability

We will not compensate you for any loss arising from contractual liability, unless legal liability would have existed in the absence of such contract or agreement.

## 9. Consent to Disclosure of Private Information

You agree to us providing and obtaining information that we have concerning you including any credit, underwriting and claims detail information you have had with or to other parties or companies who have a valid reason to be provided with that information. You also waive any rights to privacy concerning the information and consent to us verifying the information against other sources or data bases.

## 10. Liability Under More Than One Section

You can only claim and be compensated under one section for a loss, liability or damage arising from the same cause, relating to the same liability or property, even if that loss could be claimed for under more than one section.

## 11. Insurable Interest

At the time of an event that results in a claim you must be able to prove ownership, or possession in terms of a credit agreement, or a hire purchase agreement, of the item that you are claiming for, or a financial loss as a result of an insurable event, for us to pay your claim.

## 12. Change in Circumstances/Correct Information

We may decline to indemnify or compensate you for loss, damage, accident or liability under any item or section if the risk is materially increased without our consent or in the event of any material misdescription, omission, misrepresentation or non-disclosure.

## 13. Jurisdiction

This policy is subject to the laws and statutes that apply in the Republic of South Africa and we will only abide by judgements first delivered by or obtained from a court of competent jurisdiction within the Republic of South Africa.

## 14. Repatriation

We will pay the necessary cost of repatriation of an insured motor vehicle, vessel and trailer and any other insured property damaged by an insured event outside the Republic of South Africa up to a maximum of R10 000. Any additional cost of repatriation will be paid by you and it is your obligation to repatriate your vehicle, vessel or trailer to the Republic of South Africa.



# General Conditions

## 15. Rights of Others

The provision of cover for persons other than you does not give them the right to claim. You may claim for them and your receipt will discharge us.

## 16. Exclusions

16.1 We will not be liable for

16.1.1 any claim which is in any respect fraudulent.

16.1.2 loss, damage or bodily injury deliberately caused by you or any person acting in collusion with you.

16.1.3 loss or damage caused by wear and tear, gradual deterioration, depreciation, electrical or mechanical breakdown (unless we specifically agree to pay for this loss somewhere else in this policy), rust, corrosion, mildew, rot, rising damp, moth, vermin, insects, dyeing, cleaning or renovating of items.

16.1.4 property that has been legally taken away from you or confiscated.

16.1.5 consequential loss or damage, unless we specifically agree to pay for such loss elsewhere in this policy.

16.1.6 loss or damage caused by or contributed to by seepage and/or pollution unless the seepage and/or pollution is as a result of a sudden and unforeseen event.

16.1.7 loss of or damage to property related to or caused by

16.1.7.1 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.

16.1.7.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.

16.1.7.3 (a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege.

(b) insurrection, rebellion or revolution.

16.1.7.4 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.

# General Conditions

16.1.7.5 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 the State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof.

16.1.7.6 any attempt to perform any act referred to in exclusion 16.1.7.4 or 16.1.7.5 above.

16.1.7.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in exclusion 16.1.7.1, 16.1.7.2, 16.1.7.3, 16.1.7.4, 16.1.7.5 or 16.1.7.6 above.

If we allege that, by reason of exclusions 16.1.7.1, 16.1.7.2, 16.1.7.3, 16.1.7.4, 16.1.7.5, 16.1.7.6 or 16.1.7.7 of this exclusion, loss or damage is not covered by this policy, burden of proving the contrary shall rest on you.

16.1.8 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 and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.

16.2 Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, this policy does not cover loss of or damage to property or expense of whatever nature directly or indirectly caused by arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purposes of this exclusion 16.2 an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone, or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If we allege that by reason of exclusion 16.2 loss of or damage to property is not covered by this policy, the burden of proving the contrary shall rest on you.

# General Conditions

16.3 This policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from

16.3.1 ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel

16.3.2 nuclear material, nuclear fission or fusion, nuclear radiation

16.3.3 nuclear explosives or any other nuclear weapon

16.3.4 nuclear waste in whatever form

regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purposes of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.

## 17. Computer Loss Exclusion

Notwithstanding any provisions of this policy including any exclusion or extension or other provision not included herein which would otherwise override a general exclusion, this policy does not cover

17.1 loss or destruction of or damage to any property whatsoever (including computer) or any loss or expense whatsoever resulting or arising there from

17.2 any legal liability of whatever nature

17.3 any consequential loss

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all

- (a) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or
- (b) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly, to process such data in regard to or in connection with any such date, or
- (c) to capture, save, retain or to process any information or code due to programme errors, incorrect entry or inadvertent cancellation or corruption of data and/or programmes, or

# General Conditions

- (d) to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

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

## **Special Extension to the above Exclusion 17**

- 1 Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake, rain and storm is not excluded by this Exclusion.
- 2 This Special Extension will not insure any loss, destruction, damage, or consequential loss if it would not have been insured in the absence of this Computer Loss Exclusion and this Special Extension.
- 3 This Special Extension shall not apply to any Personal Liability indemnity.

## **18. Total Asbestos Exclusion**

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to any extent contributed to by, the hazardous nature of asbestos in whatever form or quality.

## **19. Nuclear Causes Exclusion**

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this insurance does not cover loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.

# General Conditions

## **Definitions:**

- “Nuclear material”** As defined in Nuclear Materials Act 1975.
- “Nuclear fission”** means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.
- “Nuclear fusion”** means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.
- “Nuclear radiation”** means the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.
- “Nuclear waste”** As defined in Nuclear Materials Act 1975.
- “Nuclear fuels”** means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.
- “Nuclear explosives”** means an explosion involving the release of energy by nuclear fission or fusion or both.
- “Nuclear weapon”** means a nuclear device designed, used or usable for inflicting bodily harm or property damage.



# Watercraft

## Definitions

### For this section

- 1 You/your/yours/yourself means the person or persons in whose name this policy is issued.
- 2 Vessel means the craft specified in the schedule comprising the hull, superstructure, fittings, machinery, engines, motors, boats, gear and equipment such as would normally be sold as one unit, excluding the trailer.
- 3 Inland waters means, inland non-tidal navigable waterways including lakes, rivers and dams, used for sport and recreational boating.
- 4 Coastal waters means the tidal territorial waters not more than 50 nautical miles from a coastline.

## Cover Provided

### 1. Indemnity To You

- 1.1 If the vessel is lost or damaged as a result of an insured event we will at our option indemnify you by paying for its repair by a repairer acceptable to us or replacement or the amount of loss or damage less the First Amount Payable. Repair or replacement will be as close to the original specification as possible but we will not be expected to achieve an exact restoration. If the vessel is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in this agreement will be a complete discharge to us for the repayment.

The maximum amount payable by us will be

- 1.2 the current purchase price of a new vessel of the same or similar model if the vessel is less than 4 years old (except for rubber and inflatable craft where 1.3 only will apply)
- 1.3 the current market value if the vessel is older than 4 years

or the sum insured shown in the schedule whichever is the lower, less the First Amount Payable. If at the time of the loss or damage the cost of replacing the vessel insured as per 1.2 or 1.3 above is greater than the limit of indemnity shown in the schedule you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

# Watercraft

## 2. Insured Events

The insured events are:

- 2.1 Accident.
- 2.2 Fire, lightning, explosion, earthquake or volcanic eruption.
- 2.3 Malicious acts.
- 2.4 Loss of or damage to outboard motor(s) provided securely bolted to the vessel.
- 2.5 Latent defect in the vessel or machinery.
- 2.6 Negligence of any person.
- 2.7 Theft or any attempted theft of your vessel including machinery, outboard motors, gear or equipment if stolen with the vessel or following forcible and violent physical damage to the vessel or place of secure storage.

## 3. Credit Shortfall

If any total loss settlement is less than the amount owing to the financier under a current instalment sale or lease agreement, we will pay you an additional amount equal to the shortfall less

- 3.1 any arrears instalments or rentals including interest payable on such arrears
- 3.2 all refunds of premium for cancellation of any insurance cover relating to your vessel
- 3.3 the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled
- 3.4 the First Amount Payable  
provided always that
- 3.5 the amounts payable shall not exceed the sum insured less the First Amount Payable.
- 3.6 this cover shall not apply to any agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment.
- 3.7 if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease then we will not pay your claim.



# Watercraft

## 4. Liability to Third Parties

- 4.1 We will indemnify you or any person using the vessel with your permission or any water skier being towed or preparing to be towed by the insured vessel against all sums including claimants cost and expenses which shall become legally liable to pay in respect of
- 4.1.1 death of or bodily injury to any person other than yourself or other than as specified in Exclusion 2.1 to 2.10.
  - 4.1.2 loss of or damage to property not belonging to you or the permitted user.
  - 4.1.3 attempted or actual raising, removal or destruction of the wreck of the vessel.
  - 4.1.4 expenses incurred by you with our prior consent in connection with official enquiries and coroners inquests.
  - 4.1.5 legal costs, incurred with our prior written consent, in defending any action or contesting liability whether or not such action proceeds in the criminal or civil court.
- 4.2 We will indemnify you against all sums which you shall become legally liable to pay for death of or bodily injury to any person engaged in waterskiing other than yourself or other than as specified in Exclusion 2.1 to 2.10 whilst being towed by your watercraft, or preparing to be towed, until safely onboard such watercraft.

Our liability in respect of this section is limited to the limit of indemnity in your schedule in respect of any claim or series of claims arising from one event.

## Special Extensions

We will pay for

### 1. **sighting expenses:**

The expense of sighting the underwater section of the hull after grounding, if reasonably incurred specially for that purpose, even if no damage is found.

### 2. **emergency and salvage charges:**

At our sole discretion, all charges and expenses (up to the sum insured for the item concerned) reasonably and necessarily incurred in minimising or averting a loss which would have been covered by the policy.

### 3. **transit risks:**

Any loss or damage following transit by land (including loading and unloading) but excluding scratching, denting and bruising. This section also extends to

# Watercraft

include claims made by third parties for death, injury or damage arising out of such loading and unloading operations.

We will not be liable whilst the vessel is

- 3.1 being conveyed by a person who has no valid driving licence particular to the vehicle and trailer.
- 3.2 under the control of any person who is under the influence of intoxicating liquor or drugs or while the concentration of alcohol in their blood exceeds the statutory limit.

#### 4. **yacht racing risk:**

The cost of repairing or replacing sails, masts, spars, standing and running rigging lost or damaged by an insured event whilst the vessel is racing, but we will only pay a maximum of two thirds of the sum insured specified in the schedule (as applicable to such items).

If the loss or damage is caused by the vessel being stranded, sunk, burnt, on fire, in collision, or in contact with any external substance (ice included) other than water, we will pay the repair or replacement costs up to the limit of the sum insured after the deduction of any First Amount Payable.

Exclusion 1.1.6 does not apply to this extension.

#### 5. **medical expenses:**

Medical expenses, if not otherwise insured, incurred and paid for as a result of bodily injury sustained by any person on board the vessel arising out of an accident. This Extension is limited to R5 000 any one event.

#### 6. **use by other persons:**

Any person other than the operator or an employee of an operator of a shipyard, repair yard, slipway, yacht club, marina, vessel sales service or similar operation using the vessel with your permission will be regarded as the insured provided he complies with and is subject to the terms of the policy.

## Exclusions

### 1. **Loss of or Damage to the Vessel**

We will not be liable for loss of or damage

1.1 whilst the vessel is

- 1.1.1 being used for any purpose other than private and pleasure.
- 1.1.2 let out on hire or charter.

# Watercraft

- 1.1.3 being towed on water except
  - 1.1.3.1 when in need of assistance.
  - 1.1.3.2 for customary towage in connection with laying up, fitting out or repairs.
- 1.1.4 towing or salvaging a vessel other than one in distress.
- 1.1.5 towing or salvaging a vessel (whether or not in distress) under a contract arranged prior to commencing towing or salvaging.
- 1.1.6 participating in racing or speed tests, or any trials in connection therewith.
- 1.1.7 left moored or anchored unattended off an exposed beach or shore and it becomes stranded, sunk, swamped or breaks adrift .
- 1.1.8 as a result of want of due diligence on your part.
- 1.1.9 more than 50 nautical miles from the coastline.
- 1.2 if your vessel is stolen and you refuse to lay a theft charge with the Police or withdraw the theft charge.
- 1.3 if your vessel is in the care and custody of a dealer for the purposes of the sale of your vessel.
- 1.4 as a result of wear, tear, depreciation or corrosion.
- 1.5 as a result of mechanical or electrical breakdown of machinery, engines, motors, batteries and their connections (other than the shaft and propeller) unless occasioned by external forces not otherwise excluded.
- 1.6 to sails or protective coverings split by the wind or blown away whilst set, unless in consequence of damage to the spars to which the sails have bent or occasioned by the vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (ice included) other than water.
- 1.7 to masts, spars, sails, standing or running rigging whilst the vessel is racing unless such loss or damage is caused by the vessel being stranded, sunk, burnt, on fire, in a collision, or in contact with any external substance (ice included) other than water.
- 1.8 to any part condemned solely because of fault in design or construction.
- 1.9 as a result of any defect resulting from either negligence or breach of contract in respect of any repair, alteration or maintenance work.
- 1.10 to personal effects, consumable stores, fishing gear and moorings.
- 1.11 to the vessel if used or occupied as a house boat or permanent residence.

# Watercraft

- 1.12 as a result of fire or explosion to a vessel fitted with inboard machinery unless the vessel is equipped in the engine room or engine space, tank space and galley with an automatic fire extinguishing system or a vessel having controls at the steering position.
- 1.13 as a result of accidents by you or any person, with your consent and knowledge, who is under the influence of intoxicating liquor or drugs.
- 1.14 while the insured vessel and her dinghies are being used in contravention of any regulations either enacted or prescribed by any authority relating to pleasure craft.
- 1.15 as result of the loss of use of your vessel.
- 1.16 in respect of a claim following an accident outside of the Republic of South Africa for parts stripped from the vessel whilst it is left unguarded at the scene of the accident or whilst in transit back to the Republic of South Africa.
- 1.17 if you chose to abandon your vessel after an accident or breakdown of the vessel or the towing vehicle.

## 2. Liability to Third Parties

We will not indemnify you or the permitted user or water skier against claims resulting in legal liability

### 2.1 whilst the vessel is

2.1.1 being used for any purpose other than private and pleasure.

2.1.2 let out on hire or charter.

2.1.3 being towed on water except

2.1.3.1 when in need of assistance.

2.1.3.2 for customary towage in connection with laying up, fitting out or repairs.

2.1.4 towing or salvaging a vessel other than one in distress.

2.1.5 towing or salvaging a vessel (whether or not in distress) under a contract arranged prior to commencing towing or salvaging.

2.1.6 participating in racing or speed tests, or any trials in connection therewith.

2.1.7 more than 50 nautical miles from the coastline.

2.2 for death or bodily injury in respect of a family member or any other person normally resident with you, any person employed in any capacity by you or

# Watercraft

similarly employed by any person using the vessel with your permission, or a family member of any person using the vessel with your permission and family and/or employees of any water skier.

- 2.3 for accidents arising from any person engaged in kiting or other airborne sport whilst being towed by the insured vessel or preparing to be towed by the insured vessel or until safely back on board the vessel.
- 2.4 for accidents arising while the vessel is being transported by any mechanically propelled road vehicle, rail, ship or aircraft.
- 2.5 for death or bodily injury in respect of fare-paying passengers and loss of or damage to their property.
- 2.6 for damages or penalties arising under contract.
- 2.7 for fines or other penalties imposed under any statutory code or common law in respect of any offence committed.
- 2.8 for death or bodily injury to any person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar operation.
- 2.9 as a result of accidents by you or any person, with your consent and knowledge, who is under the influence of intoxicating liquor or drugs.
- 2.10 while the insured vessel and her dinghies are being used in contravention of any regulations either enacted or prescribed by any authority relating to pleasure craft.

## Special Conditions

### 1. First Amount Payable

In respect of any occurrence giving rise to a claim in respect of the vessel, you will be responsible for the First Amount payable shown in the schedule.

### 2. Care Of Vessel

You will take all reasonable steps to protect and maintain the vessel in a proper state of repair and seaworthiness.

### 3. Left Afloat Clause

We will not be liable for loss of or damage to the vessel or for liability to any third party or for any salvage services caused by the vessel being stranded, swamped, sunk or breaking adrift whilst left moored or unattended off an exposed beach or shore.

# Watercraft

## 4. Territorial Limits

We will not be liable for loss, damage, injury or liability caused, sustained or incurred outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Mozambique, Namibia, Swaziland, Malawi and Zimbabwe.

## 5. Competency

We will not be liable for loss or damage, injury or liability caused, sustained or incurred whilst the vessel is being piloted by any person not licensed to pilot such a vessel unless under the immediate supervision of a person so licensed.

## 6. Repairs and Tenders

We will have the right to nominate the place of repair or repairing firm and may also take tenders or may require tenders to be taken for the repair of your vessel.

## 7. Constructive Total Loss

In deciding if the vessel is a constructive total loss, the replacement value will be taken as the repaired value and the damage or breakup value of the vessel or wreck will not be taken into account. No claim for constructive total loss based on the costs of recovery and/or repair of the vessel will be paid unless that cost would be more than the replacement value.

## 8. Unrepaired Damage

In no case will we pay for unrepaired damage along with a later total loss.

## 9. Glitter Finish

We will not be liable for glitter or graded colour finishes if the damage needs a colour match re-spray or repaint.

## 10. Seaworthy and Safety Regulations

We will not be liable for loss, damage, injury or liability caused, sustained or incurred unless your vessel complies with the laws and regulations as prescribed by The South African Maritime Safety Association (SAMSA) at the time the vessel is operating regardless of whether the vessel is operating in South African territorial waters or not.

# Motor

## Definitions

### For this section

- 1 You/your/yours/yourself means the person or persons in whose name this policy is issued.
- 2 The term vehicle shall mean
  - 2.1 private type motor cars with seating for no more than 12 people including the driver.
  - 2.2 commercial type vehicles with a gross mass of 5 000kg or less and with seating for no more than 12 people including the driver and special type vehicles as described in the schedule.
  - 2.3 4x4 or 4x2 vehicles.
  - 2.4 any vehicle (and its accessories and spare parts whilst thereon) hired, leased or temporarily used by you as a replacement for an insured vehicle out of use for the purpose of overhaul, upkeep and/or repair by the motor trade provided that our maximum liability shall not exceed the sum insured of the replaced vehicle as listed in the schedule.
- 3 Retail value means the retail value in the Auto Dealers Guides prepared by Trans Union Auto Information Services for the month in which the loss or damage occurred.

## Cover Provided – Comprehensive

### 1. Indemnity To You

- 1.1 If the vehicle or any part of it is lost or damaged we will at our option indemnify you by
  - 1.1.1 paying for its repair at a repairer acceptable to us or replacement less the First Amount Payable
  - or
  - 1.1.2 paying the amount of the loss or damage, less the First Amount Payable.

If the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the payment.

- 1.2 If you are the first registered owner of a new vehicle and within 12 months of registration it is

# Motor

- 1.2.1 stolen or hijacked and not recovered and physically returned to you or
- 1.2.2 damaged beyond economical repair as determined by us and the assessed cost of repairs exceeds 70% of the current new retail price including Value Added Tax (VAT)

the maximum amount payable by us will be the current purchase price of a new vehicle of the same or a similar model or the sum insured shown in the schedule whichever is the lower, less the First Amount Payable.

- 1.3 If the vehicle is lost or damaged
  - 1.3.1 more than 12 months after first registration or
  - 1.3.2 you are not the first registered owner of the vehicle

the maximum amount payable by us will be the sum insured shown in the schedule or the reasonable retail value of the vehicle at the time of the loss or damage whichever is the lower, less the First Amount Payable.

## 2. Liability to Third Parties

- 2.1 In the event of an accident caused by or in connection with the vehicle or attached trailer or caravan, we will indemnify you against all sums including claimants costs and expenses for which you become legally liable for
  - 2.1.1 death or bodily injury to any person.
  - 2.1.2 damage to property.
- 2.2 We will pay costs and expenses incurred with our written consent.
- 2.3 We may arrange for
  - 2.3.1 representation at any inquiry into death.
  - 2.3.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.
- 2.4 In terms of liability to third parties 2.1 and 2.2 we will
  - 2.4.1 indemnify any person who is driving or using the vehicle with your permission provided such person
    - 2.4.1.1 is not entitled to indemnity under any other policy.
    - 2.4.1.2 is subject to the terms of the policy as far as they can apply.
    - 2.4.1.3 has not been refused any motor vehicle insurance.
  - 2.4.2 indemnify you while driving a car or goods vehicle, excluding damage thereto, not



# Motor

2.4.2.1 owned by you.

2.4.2.2 being purchased leased or hired by you under a credit of similar agreement.

The First Amount Payable indicated in the schedule will not be applicable in respect of indemnity provided under this cover. Our liability in respect of this section is limited to the limit of indemnity in your schedule in respect of any claim or series of claims arising from one event.

### 3. Protection and Repair

If an insured loss or damage occurs

3.1 we will pay the reasonable cost of protection and removal of the vehicle to the nearest repairer.

3.2 you may authorise repairs to the vehicle up to R5 000 without our consent provided that a detailed quotation is immediately given to us.

### 4. Medical Expenses

We will pay you for medical expenses, if not otherwise insured, incurred and paid for as a result of bodily injury sustained by any occupant of your vehicle arising out of an accident. This Extension is limited to R5 000 any one event.

### 5. Window Glass

The claim free group will not be altered following a claim for replacement of or repair to window glass of the vehicle provided that there is no other loss or damage to the vehicle.

### 6. Credit Shortfall Extension (If stated in the schedule to be included)

If any total loss settlement paid in respect of an insured vehicle on the schedule is less than the amount owing to the financier under a current instalment sale or lease agreement, we will pay you an additional amount equal to the shortfall less

6.1 any arrears instalments or rentals including interest payable on such arrears

6.2 all refunds of premium for cancellation of any insurance relating to the motor vehicle

6.3 the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled

6.4 the First Amount Payable  
provided always that

# Motor

- 6.5 the amounts payable shall not exceed the sum insured less the first amount payable.
- 6.6 this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the residual amount after the initial payment differs by more than 10% from any other instalment.
- 6.7 if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease then we will not pay your claim.

## 7. Emergency Hotel Expenses

In the event of loss of or damage to the insured vehicle we will pay emergency hotel expenses necessarily incurred by you and one passenger up to R1 000 per day for a maximum of 2 days and a maximum benefit of R3 000 in any 12 month period of insurance subject to the loss or damage occurring more than 250km from your private residence.

## 8. Breakdown

In the event of mechanical or electrical breakdown we will pay you up to R1 000 in any 12 month period of insurance for costs necessarily incurred for protecting the vehicle and removing it to a repairer.

## 9. Bereavement Expenses

In the event of an accident resulting in your death within 3 months we will pay your estate R5 000 as a contribution to bereavement expenses.

## 10. Delivery After Repair

After repair to insured damage we will pay the reasonable cost of delivering the vehicle to your address in the Republic of South Africa. This extension will only apply if the vehicle has been repaired in the Republic of South Africa.

## 11. Trauma

If you are a victim of a violent act of theft, attempted theft, hold-up, or hijacking which necessitates professional counselling we will pay compensation up to R5 000 any one claim.

## 12. Keys and Locks

We will indemnify you for costs reasonably and necessarily incurred as a direct result of any keys and locks for the insured vehicle being lost or damaged up to R5 000 any one claim.

# Motor

## 13. Tracking Device

In the event that you have an operational tracking system in your vehicle and the vehicle is irreparably damaged or unrecovered following theft, we will pay to an approved Vehicle Tracking Company the actual cost of installation of a tracking system in your new vehicle provided that the installation is authorised by us. We will not pay more than R1 000 per event.

## Special Exclusions

### 1. Loss of or damage to the vehicle

We will not be liable for

- 1.1 more than 5% of the limit of indemnity shown in the schedule or R1 000, whichever is the lesser for any type of radio and other sound reproduction equipment other than the radio and other sound reproduction equipment installed by the manufacturer of the vehicle when new.
- 1.2 depreciation, wear and tear, gradually operating causes, mechanical or electrical breakdown, failure or breakage.
- 1.3 damage to the engine or tyres or those parts of the vehicle actually connected to the engine or tyres unless some other part of the vehicle is damaged at the same time or the engine or those parts of the vehicle actually connected to the engine or tyres is damaged by direct impact.

### 2. Liability to Third Parties

We will not be liable for

- 2.1 death or bodily injury to
  - 2.1.1 a member of you family or any other person normally resident with you.
  - 2.1.2 any person being carried in a trailer or caravan.
  - 2.1.3 an employee of yours or your family who is killed or injured in the course of such employment.
  - 2.1.4 any passenger carried outside the cab portion of any vehicle.
- 2.2 damage to property
  - 2.2.1 belonging to, or held in trust by, or in the custody or control of, you or your family.
  - 2.2.2. being carried in a trailer or caravan.

# Motor

- 2.3 so much of any compensation provided or insurable in terms of any motor vehicle insurance legislation.
- 2.4 more than R2 500 000 or the limit of indemnity in the schedule whichever is the lesser including all costs and expenses for death or bodily injury to persons travelling in the vehicle if it is being driven by a person under the age of 25.
- 2.5 more than the limit of indemnity shown in the schedule including all costs and expenses for any one accident or series of accidents arising out of one event.

### 3. Loss of or damage to the vehicle and Liability to Third Parties

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

- 3.1 outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe except for loss or damage to the vehicle in transit by water between ports in the territorial limits.
- 3.2 while the vehicle is being driven or used
  - 3.2.1 other than in accordance with description of use as described in Special Condition 2.
  - 3.2.2 by you (or any other person with your consent) unless licensed to drive the vehicle and in possession of a valid driving licence in terms of legislation applying to the territory in which the vehicle is being used. If a licence is subject to renewal the driver must have held and not be disqualified from holding or obtaining such a licence. This exclusion will not apply if the vehicle is being driven by you (or any other person with your consent) while learning to drive and legislation relating to learner drivers is being obeyed.
  - 3.2.3 by you under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your blood exceeds the statutory limit.
  - 3.2.4 by any person, with your consent and knowledge, who is under the influence of intoxicating liquor or drugs or while the concentration of alcohol in their blood exceeds the statutory limit.
  - 3.2.5 in a condition which does not comply with the provisions and regulations of the Road Traffic Ordinances of the Republic of South Africa or any similar legislation that applies to the territorial limits in which the vehicle is being used.

# Motor

- 3.3 while a vehicle is being used to carry goods for business or professional purposes.
- 3.4 while the vehicle is carrying or towing a load more than the capacity that the vehicle is constructed or licensed to carry.
- 3.5 in respect of a claim following an accident outside of the Republic of South Africa for parts stripped from the vehicle whilst it is left unguarded at the scene of the accident or whilst in transit back to the Republic of South Africa.
- 3.6 if you chose to abandon your vehicle after an accident or breakdown.

## Optional Cover – Applies if indicated in the schedule

### 1. Car Hire (Loss or Damage)

- 1.1 We will pay the actual car hire charges including the cost of delivery for a vehicle (not exceeding 1600cc engine capacity) on an unlimited distance basis but excluding the cost of fuel and lubricants
  - 1.1.1 if the vehicle cannot be driven following insured loss or damage.
  - 1.1.2 while the vehicle remains unrecovered following theft.
- 1.2 The period of hire must commence not later than 21 days from the day on which
  - 1.2.1 the vehicle was handed to the motor trade for repair or
  - 1.2.2. the theft of the vehicle is reported to us.
- 1.3 The period of hire must terminate
  - 1.3.1 the day you regain possession of the vehicle or
  - 1.3.2 the day we discharge our liability for total loss of the vehicle or
  - 1.3.3 after a maximum period of 30 dayswhichever occurs first.
- 1.4 The order for the hire of a vehicle must be placed through and authorised by us and you must accept any terms and conditions imposed upon you by the Car Hire Company.

### 2. Third Party (3rd Party ) Only Cover

Cover is restricted to Cover Provided - 2. Liability to Third Parties on page 20 of this policy wording.

# Motor

## 3. Third Party Fire and Theft (3rd Party, F&T) Cover

Indemnity to You on page 19 of this policy wording is deleted and restated as follows:

### 3.1 Indemnity to You

3.1.1 if the vehicle or any part of it is lost or damaged by fire, lightning, explosion, theft or attempted theft we will by payment or at our choice by repair or replacement indemnify you by

- 1 paying for its repair at a repairer acceptable to us or replacement less the First Amount Payable or
- 2 paying the amount of the loss or damage, less the First Amount Payable.

3.1.2 The maximum amount payable by us will be the sum insured shown in the schedule or the reasonable retail value of the vehicle at the time of the loss or damage whichever is the lower, less the First Amount Payable.

### Special Exclusions

#### 1. Loss of or Damage to the vehicle

We will not be liable for

- 1.1 any type of radio and other sound reproduction equipment.
- 1.2 depreciation, wear and tear, gradually operating causes, mechanical or electrical breakdown, failure or breakage.
- 1.3 damage to the engine or tyres or those parts of the vehicle actually connected to the engine or tyres unless some other part of the vehicle is damaged at the same time or the engine or those parts of the vehicle actually connected to the engine or tyres is damaged by direct impact.

The following are deleted

- Medical expenses
- Window glass
- Credit shortfall

# Motor

- Breakdown
- Bereavement expenses
- Keys and locks

All other terms and conditions of this section are unaltered.

## Special Conditions – Applicable to Comprehensive, 3rd Party and 3rd Party F&T Cover

### 1. First Amount Payable

In respect of any occurrence giving rise to a claim in respect of the vehicle, you will be responsible for the First Amount Payable shown in the schedule.

If we have already paid any amount that is your responsibility in terms of this condition you will immediately repay us that amount.

### 2. Description of Use

2.1 Where the use is shown in the schedule as domestic/to and from work, the vehicle may only be used for social, domestic, pleasure, travel to and from work, but excluding business and professional purposes, hiring, use on airport property except in the parking or drop off zones, use on a race track whether an organised event or not, carriage of passengers for hire or reward or carriage of fare paying passengers, commercial travelling, the conveyance of goods for trade purposes, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade or in the underground workings of a mine.

2.2 Where the use is shown in the schedule as domestic & business the vehicle may only be used for social, domestic, pleasure, travel to and from work, business and professional purposes, but excluding hiring, use on airport property except in the parking or drop off zones, use on a race track whether an organised event or not, carriage of passengers for hire or reward or carriage of fare paying passengers, commercial travelling, the conveyance of goods for trade purposes, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade or in the underground workings of a mine.

In respect of 2.1 and 2.2 the term “motor trade” will not invalidate the cover provided to you while the vehicle is in the custody or control of any member of the motor trade only for its maintenance or repair.

# Motor

## 3. Traffic Offences

You will notify us in writing immediately you know of

- 3.1 the endorsement, suspension or cancellation of any driving licence issued to you or your authorised driver.
- 3.2 any driver of the vehicle or you being charged with or convicted of reckless, negligent or inconsiderate driving.

## 4. Care of the vehicle

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



# Trailer/Caravan

## Definitions

### For this section

- 1 You/your/yours/yourself means the person or persons in whose name the policy is issued.
- 2 Vehicle means a trailer or caravan (including its permanent fittings) without means of self propulsion, designed to be pulled by a self propelled vehicle, listed in the schedule and owned by you.

## Cover Provided – Comprehensive

### 1. Indemnity To You

1.1 If the vehicle or any part of it is lost or damaged we will at our option indemnify you by

1.1.1 paying for its repair at a repairer acceptable to us or replacement less the first Amount Payable

or

1.1.2 paying the amount of the loss or damage, less the First Amount Payable.

If the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the payment.

1.2 The maximum amount payable by us will be the sum insured stated in the schedule or the reasonable retail value of the vehicle at the time of the loss or damage whichever is the lower, less the First Amount Payable.

### 2. Liability To Third Parties

2.1 In the event of an accident caused by or in connection with the vehicle we will indemnify you against all sums including claimants costs and expenses for which you become legally liable for

2.1.1 death or bodily injury to any person.

2.1.2 damage to property.

2.2 We will pay all costs and expenses incurred with our written consent.

2.3 We may arrange for

2.3.1 representation at any inquiry into death.

# Trailer/Caravan

2.3.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.

The First Amount Payable indicated in the schedule will not be applicable in respect of indemnity provided under this cover. Our liability in respect of this section is limited to the limit of indemnity in your schedule in respect of any claim or series of claims arising from one event.

## 3. Protection And Repair

If an insured loss or damage occurs

- 3.1 we will pay the reasonable cost of protection and removal of the vehicle to the nearest repairer.
- 3.2 you may authorise repairs to the vehicle up to R2 500 without our consent provided a detailed quotation is immediately given to us.

## 4. Delivery After Repair

After repair to insured damage we will pay the reasonable cost of delivering the vehicle to your address in the Republic of South Africa. This extension will only apply if the vehicle has been repaired in the Republic of South Africa.

## Exclusions

### 1. Loss of Or Damage to the Vehicle

We will not be liable for

- 1.1 depreciation, wear and tear, gradually operating causes, mechanical or electrical breakdown, failure or breakage.
- 1.2 damage to tyres unless some other part of the vehicle is damaged at the same time.

### 2. Liability to Third Parties

We will not be liable for

- 2.1 death of or bodily injury to
  - 2.1.1 a person being carried in or on the vehicle.
  - 2.1.2 a member of your family or any person normally resident with you.
  - 2.1.3 an employee of yours or your family who is killed or injured in the course of such employment.
- 2.2 damage to property

# Trailer/Caravan

- 2.2.1 belonging to or held in trust by you or in the custody or control of you or your family.
- 2.2.2 being carried in or on the vehicle.
- 2.3 so much of any compensation provided or insurable in terms of any motor vehicle insurance legislation.
- 2.4 more than the limit of indemnity in the schedule including costs and expenses for any one accident or series of accidents arising out of one event.

## 3. Loss of or Damage to the Vehicle and Liability to Third Parties

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

- 3.1 outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe except for loss of or damage to the vehicle while in transit by water between ports in the territorial limits.
- 3.2 while the vehicle is
  - 3.2.1 being used other than in accordance with the Description of Use.
  - 3.2.2 attached to a self-propelled vehicle being driven
    - 3.2.2.1 by you (or any person with your consent) unless licensed to drive the self-propelled vehicle and in possession of a valid driving licence in terms of the legislation applying to the territory in which the vehicle is being driven or used. If a licence is subject to renewal the driver must have held and not be disqualified from holding or obtaining such a licence. This exclusion will not apply while the self-propelled vehicle is being driven by you (or any person with your consent) while learning to drive and legislation relating to learner drivers is being obeyed.
    - 3.2.2.2 by you while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your blood exceeds the statutory limit.
    - 3.2.2.3 by any person, with your consent and knowledge, who is under the influence of intoxicating liquor or drugs or while the concentration so of alcohol in their blood exceeds the statutory limit.

# Trailer/Caravan

- 3.2.3 arising out of contract or by agreement which would not have attached in the absence of the contract or agreement.
- 3.2.4 in a condition which does not comply with the provisions and regulations of the Road Traffic Ordinances of the Republic of South Africa or any similar legislation that applies to the territorial limits in which the vehicle is being used.
- 3.2.5 while the vehicle is carrying a load more than the capacity that the vehicle is constructed or licensed to carry.

## Special Conditions

### 1. First Amount Payable

In respect of any occurrence giving rise to a claim in respect of the vehicle, you will be responsible for the First Amount Payable shown in the schedule.

If we have already paid any amount that is your responsibility in terms of this condition you will immediately repay us that amount.

### 2. Description of Use

Your vehicle may only be used for social, domestic and pleasure, but excluding business and professional purposes, hiring, use on airport property except in the parking or drop off zones, use on a race track whether an organised event or not, carriage of passengers for hire or reward or carriage of fare paying passengers, commercial travelling, the conveyance of goods for trade purposes, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade or in the underground workings of a mine.

### 3. Traffic Offences

You will notify us in writing immediately you know of

- 3.1 the endorsement, suspension or cancellation of any driving licence issued to you or your authorised driver.
- 3.2 any driver of the vehicle or you being charged with or convicted of reckless, negligent or inconsiderate driving.

### 4. Care Of Vehicle

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

# All Risks

## Definitions

### For this section

- 1 You/your/yours/means the person or persons in whose name this policy is issued.
- 2 Property insured means
  - 2.1 specified articles being property described in the specified article schedule.
  - 2.2 contents of your caravan being household goods while in the caravan or attached side tent belonging to you.

## Cover Provided

### 1. Indemnity To You

#### 1.1 Specified

If specified property insured is accidentally lost or damaged we will pay for or may choose to repair or replace it.

#### 1.2 Contents of a Caravan

If the contents of a caravan are specified in the schedule then, if the property insured is accidentally lost or damaged, we will pay for or may choose to repair or replace it. The amount payable will be the current replacement cost.

If at the time of the loss or damage the cost of replacing the property insured as new is greater than the sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

##### 1.2.1 Special exclusions

We will not be liable for

- 1.2.1.1 theft of property insured while the caravan or attached side tent is unoccupied unless there is forcible and violent entry or exit to or from the caravan or tent.
- 1.2.1.2 more than R1 000 or 25% of the sum insured, whichever is the lesser, for any one article.
- 1.2.1.3 the permanent fittings of the caravan.
- 1.2.1.4 stamp and coin collections, money, documents, jewellery, furs or any article more specifically insured.
- 1.2.1.5 loss or damage caused by fraud or dishonesty of any person to whom the caravan is on loan or hire.

# All Risks

## 2. Car Radios

If sound reproduction equipment (including 1 tape or compact disc) fitted in a motor vehicle is specified in the schedule, Exclusion 2. below does not apply to that item.

## Exclusions

We will not be liable for

- 1 pedal cycles, cellular telephones, tools, stamp and coin collections, money and documents.
- 2 motor vehicles (including accessories), trailers, caravans, hang gliders, air and water craft other than surfboards and paddle skis.
- 3 property more specifically insured.
- 4 more than 1 compact disc or tape.
- 5 property insured lost from an unattended motor vehicle or vessel unless there is forcible and violent entry to the vehicle or vessel.
- 6 wear, tear and depreciation.
- 7 electrical or mechanical breakdown not accompanied by other damage.
- 8 the special value which any article may have as part of a pair or set.
- 9 the cost of reproducing sounds, data and images on tapes, records, film or magnetic media or any other electronic media.
- 10 loss or damage caused
  - 10.1 by vermin, moths or gradually operating causes.
  - 10.2 during any process of cleaning, dyeing or renovating.
  - 10.3 by confiscation or detention by any process of law.

## Special Condition

### 1. First Amount Payable

In respect of any claim for property insured under Contents of Caravan, you will be responsible for the First Amount Payable shown in the schedule.

# SASRIA LIMITED

Reg. No. 1979/000287/06

## COUPON POLICY FOR SPECIAL RISKS INSURANCE

### THE POLICY

In consideration of the prior payment of the premium stated in the Schedule and the receipt thereof by or on behalf of SASRIA Limited (hereinafter called SASRIA) and subject to the insurers policy being current and valid at the effective date as stated in the Schedule, SASRIA will by payment or at its option by reinstatement or repair indemnify the Insured during the Period of Insurance up to an amount not exceeding the total sum insured in respect of each item and not exceeding in the aggregate during the said Period of Insurance, the total insured value, or the aggregate limits of liability as stated in the proviso hereunder, whichever is the less against loss of or damage to the property insured directly related to or caused by:-

- (i) any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- (ii) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purposes 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 SASRIA, the aggregate liability of SASRIA under all such insurances shall be limited to the sum of R500 million (five hundred million Rand), during a calendar year where the property insured is in the Republic of South Africa.

For this purpose ONE INSURED shall mean:-

Any Single One Insured, or a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973).

In the case of One Insureds other than Companies, SASRIA 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 any 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 organisation(s) or government(s), committed for political, religious 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 providing the contrary shall be upon the Insured.



## SPECIAL CONDITIONS

1. It is a condition precedent to any liability that at the time of the happening of any occurrence giving rise to a loss in terms of this Coupon Policy there shall be in force the Nominated Insurer's Policy covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.
2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Nominated Insurer's 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 Nominated Insurer's Policy;

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 Nominated Insurer's 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 Nominated Insurer's Policy mutatis mutandis.

3. 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.
4. Any adjustment of Premium Clause or Condition in the Nominated Insurer's Policy shall not be applicable to this Coupon Policy.
5. No alteration of this Coupon Policy is valid unless signed by a Director of SASRIA.
6. Any Reinstatement Value Conditions in the Nominated Insurer's Policy shall be applicable to this Coupon Policy except insofar as it relates to Motor Vehicles.
7. The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.



# SASRIA LIMITED

Reg. No. 1979/000287/06

## MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS In respect of property as defined

### THE POLICY

#### DEFINITIONS

1 Wherever the term “SASRIA” is used it shall refer to SASRIA Limited

Wherever the word “property” is used it shall be deemed to mean any motor vehicle or vehicle, trailer, implement or machine of any description for specific operational purposes with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst thereon.

WHEREAS the Insured has paid the premium stated in the Schedule to this Policy (which Schedule shall form an integral part of this Policy) to SASRIA as consideration for the insurance hereinafter contained for loss or damage occurring during the Period of Insurance stated in the Schedule of this Policy.

NOW this Policy declares subject to the terms, exceptions and conditions contained herein that 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 thereof;
- (iii) any riot, strike or public disorder, or any act of activity which is calculated or directed to bring about 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 Policy, the term “Public Disorder” shall be deemed to include 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 market value of the property insured in the Schedule of this Policy subject always to Condition 8 of this Policy. If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereinafter referred to as the “Owner”) is interested in any monies 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 monies shall if so requested in writing be paid to the said 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 shall be a full discharge of SASRIA in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or SASRIA under or in connection with this Policy or any condition or term thereof.

In the event of any part accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being unprocurable 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 the liability of SASRIA shall be met by the payment of a sum equalling 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.

## EXCEPTIONS

This Policy does not cover:-

- 1 Consequential Loss from any cause whatsoever, depreciation of any nature which shall also mean diminution in value howsoever arising of the Insured property consequent upon its having sustained damage insured against and continuing after the repair of such damage wear and tear and mechanical or electrical breakdown failure or breakage.

- 2 Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
- 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 Any loss or damage related to or caused by:-
  - (i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - (ii) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
  - (iii) 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) or (ii) above.
- 5 Any claims arising out of any liability assumed by the Insured by agreement, unless such liability would have attached to the Insured in the absence of such agreement.
- 6 Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from 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 shall include any self-sustaining process of nuclear fission.

The indemnity provided by this Policy shall 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.

## 7 NUCLEAR/CHEMICAL/BIOLOGICAL/TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by any act of terrorism involving the use 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 threat thereof, of any persons 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 or

ethnic 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 rests with the Insured.

## CONDITIONS

### 1 Claims Procedure

On the happening of any loss or damage the Insured shall as soon as reasonably possible give notice thereof in writing to the NOMINATED INSURER. The Insured shall give to SASRIA all such proofs and information in connection with the claim as may reasonably be required.

### 2 Subrogation

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

### 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 shall not be liable to pay or contribute more than its rateable share of any loss or damage.

### 4 Precautions

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

### 5 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.

### 6 Arbitration

(a) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference may 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.

7 Limitation

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

8 Average

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

9 Total Loss of Property

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

10 Premium

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

11 Validity

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

12 Alteration of Use of Property Insured

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

13 Territorial Limitation

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

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 shall become payable.

15 Fraud

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

16 Misrepresentation

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

17 Reporting Claims to Authorities

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



# Disclosure Notice

This notice does not form part of the Insurance Contract (Policy) or any other document. It does however contain valuable information.

## Introduction

The FAIS (Financial Advisory and Intermediary Services) Act (Act 37 of 2002) has been introduced to protect consumer rights and makes provision for

- Registration of brokers referred to as Financial Service Providers (“FSP”) who have to comply with certain requirements such as academic qualifications and experience. The FSP must also comply with “fit and proper” requirements referring to “honesty, competency and solvency”.
- The disclosure to you as the client material information regarding -
  - Details of the “Product Supplier” (Insurer).
  - Details of the “FSP”.
  - Details of the “Financial Service”.
- Your rights to lodge a “Complaint” and seek resolution thereof through the FAIS Ombud offices.

## Our Disclosure

|                           |  |
|---------------------------|--|
| Name:                     | Infiniti Insurance Ltd (“We” “Us” “Our”)   |
| Physical Address:         | Ground Floor, Eton House, 15 Eton Road, Parktown, Johannesburg                           |
| Postal Address:           | P O Box 1911, Houghton, 2041   |
| Telephone:                | 011 718 1200   |
| Fax:                      | 011 726 1874   |
| Fais Licence Information. |  |
| Services:                 | Advice and Intermediary  |
| Categories:               | Personal and Commercial  |
| FSP Number:               | 35914  |
| E mail address:           | compliance@infinitiafrica.com  |
| Complaints:               | Direct your complaint to the above address or by e mail to complaints@infinitiafrica.com |
| Professional Indemnity:   | Our Professional Indemnity policy is underwritten by Brit Insurance of Lloyds Limited    |

# Disclosure Notice

## Vanguard Marine & Leisure Disclosure

Name: Vanguard Marine & Leisure (Pty) Ltd  
Physical Address: 2 Bagley Office Park, Bagley Terrace, Northcliff, Johannesburg  
Postal Address: Postnet Suite 388, Private Bag X1, Northcliff, 2115  
Telephone: 0861 001 135  
Fax: 011 431 0394

Fais Licence Information

Services: Advice and Intermediary  
Categories: Personal and Commercial  
FSP Number: 39216  
E mail Address: info@vanguardinsurance.co.za  
Compliance Officer: Mr Craig Ormrod  
E mail Address: craig@pretium.co.za

## SASRIA Disclosure

Name: SASRIA Limited  
Physical Address: 47 Wierda Road West, Wierda Valley, Sandton, 2196  
Postal Address: P O Box 7380, Johannesburg, 2000  
Telephone: 011 881 1300  
Fax: 086 172 7742  
Compliance Officer: Miss N. Wabani  
E mail address: info@sasria.co.za

## Your Policy.

Type of Policy: Personal Lines and Commercial  
Premium: Premium is the amount you pay us for the cover under the policy. The premium payable and frequency is reflected on the policy schedule or endorsement.

# Disclosure Notice

The premium is payable before inception or renewal of the policy, subject to a 15 day period of grace.

Non-payment of the premium will result in contractual lapsing of the policy. Ensure that your FSP has explained the consequences of non-payment of premium to you.

Fees:

Any fees payable to “Us” or the FSP are separately disclosed on the policy.

Commission:

Any commission payable to the FSP by “Us” is reflected on the policy documentation.

## Complaints Resolution Procedure

### Summary

The objective of the Complaints procedure is to set out the steps that enable you to approach the FAIS Ombud for determination on a complaint, where the complaint constitutes a monetary claim up to R 1 000 000, without incurring legal expenses.

### What is a complaint?

A complaint can only arise if:

- Infiniti Insurance Ltd (Us) or its representative contravened or failed to comply with a provision of the Act and as a result you have or are likely to suffer financial prejudice.
- We or our representative wilfully or negligently rendered a financial service which caused or is likely to cause financial prejudice.
- We treated you unfairly.

### How do you lodge a complaint?

Inform Infiniti Insurance Ltd in writing that you have a complaint (and if possible complete their “Client Complaint Form”).

### What happens after this?

- We have 3 weeks to acknowledge receipt of the complaint if we cannot resolve the complaint in that period.
- We must resolve the complaint within 6 weeks.

### What other rights do you have?

If after 6 weeks we have not resolved the complaint or the complaint has not been resolved to your satisfaction you may approach the FAIS Ombud within 6 (six) months of the resolution by Infiniti Insurance Ltd.

# Disclosure Notice

## Ombud details

Name: Mr Charles Pillai  
Physical Address: Celtis House, Eastwood Office Park, Lynwood Road, Pretoria.  
Postal Address: P O Box 74571, Lynwood Ridge. 0040  
Telephone : 012 470 9080  
Fax : 012 470 9098  
Customer Contact Division: 0860FAISOM (0860324766)  
Telephone: 012 470 9080  
Fax: 012 348 3447  
E mail address: info@faisombud.co.za  
Website: www.faisombud.co.za

A FULL COPY OF THE COMPLAINT RESOLUTION POLICY AND PROCEDURES IS AVAILABLE FROM OUR OFFICES.

Compliance Officer: JM Walton of Insurlutions (Pty) Ltd  
Authorised to outsource their service under licence CO 990

Contact details: Telephone: 011 792 6811 Fax: 0866 70 90 14  
Suite 47, Private Bag X16, Honeydew. 2040  
E mail address: compliance@insurlutions.co.za

Your Intermediary: Also referred to as your “Broker” or Financial Service Provider (FSP). The name of your broker is reflected on the policy documentation.

Legal Status: Your broker is authorised by “Us” in terms of an “Agency Agreement” to render advisory and intermediary services with regard to our “financial products” in the categories they are licensed for.  
Your broker is not a representative of Infiniti Insurance Ltd and Infiniti Insurance Ltd accepts no responsibility for their actions.

# Disclosure Notice

Your broker has to disclose to you whether they hold Professional Indemnity Insurance or not.

## Claims Procedure

On the happening of any event, which may result in a claim under the policy, please notify us as soon as possible at:

E mail address: info@vanguardinsurance.co.za

Telephone: 0861 001 135

If you are dissatisfied with the way your claim has been handled please contact The Short Term Insurance Ombudsman to review your case.

Short Term Ombudsman: P O Box 32334, Braamfontein 2017

Telephone: 011 726 8900

Fax: 011 726 5501

