



# EXECUTIVE

Tailor-made Insurance

## EXAMPLE

OF AN EXECUTIVE SANTAM PERSONAL POLICY



Santam is an authorised financial services provider (FSP 3416), a licensed non-life insurer and controlling company for its group companies.

# IMPORTANT

**Kindly note this document is merely an example** of an Executive Santam Personal policy wording.

Always refer to the specific policy of the client, since the contents thereof may differ from this example.

This example policy wording is for **reference purposes only**.

# DISCLAIMER

This document is only an example of Santam's Personal Lines policy wording and merely serves as a guideline for information purposes. The contents of this example policy wording may differ from a client's policy, which is specific and unique to a client. This example should therefore not be relied upon as a basis for advice, but should only be used as a guideline.

While Santam Underwriting has made every effort to ensure the accuracy of the contents of this example policy wording, Santam Underwriting accepts no responsibility for interim changes not yet reflected herein. This example policy wording is accurate up and until August 2023.

Santam shall not in any way be liable to any party for any errors or omissions contained in this example policy wording, or for any loss or damage suffered, or disruption caused, as a result of using or relying on the contents of this example policy wording.

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# GENERAL

## Introduction to your policy contract

### General definitions

**Claim/claims** means any request for compensation (indemnity), whether or not any amounts have been established for the claim.

**Computer system** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Cyber loss** means any act, whether intentional or unintentional, planned or unplanned, authorised or unauthorised, malicious or criminal, regardless of time and place, or the threat or hoax thereof, affecting, prohibiting access to, processing of, use of or operation of any computer system or data.

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

**Electricity grid failure or interruption** means a total or partial interruption; interference; suspension; blackout; failure; of any electricity supply affecting the whole of or any area larger than the municipality (be it local, district or metropolitan) within which any insured premises of the policyholder is located.

**Municipality** means the "metropolitan municipalities" and "district municipalities" and the "local municipalities", as defined by the Local Government: Municipal Structures Act 117 of 1998.

**Personal Information** means information relating to you, such as gender, date of birth, identity number, entity details, online identifier, social media profile, biometric information (such as signature, fingerprint or voice) e-mail and physical addresses, location information, medical and health information, occupation, employment information, financial information, credit risk, tax and VAT information, claims and insurance history, criminal history, assets and liabilities.

**Policy summary** means the annexure forming part of this policy.

**Postal address** means the address shown in your policy summary.

**Power surge** means a sudden variation of voltage magnitude or a power spike in any electrical system, causing a variance in the supply of electricity.

**Renewal period** means a period of 12 consecutive months as shown in your policy summary.

**Renewal date** means the first day of a period of 12 consecutive months as shown in your policy summary.

**Risk** means the insured property, a person or an entity and the degree of probability of a loss thereof or damage thereto.

**Section** means the various sections of this policy.

**Unattended** means that you or a person you have authorised to look after the insured property:

- (a) are not physically present in the private residence or outbuildings or on the premises at the time of the event that leads to a claim;
- (b) are not close enough to the insured property to see it and are therefore unable to prevent any loss of or damage.

**Us/our/we** means Santam Limited.

**You/your** means the policyholder name shown in your policy summary.

### Introduction

We agree to give cover under this policy subject to the terms and conditions included in this policy.

These terms and conditions are applicable to all the policy sections you selected.

### Basis of this policy

This policy, your policy summary, our correspondence to you, your application for insurance and any statement, written or spoken, made by you, or on your behalf, forms the contract between us and you.

## Period of this policy

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

## Your responsibility

### Duty of care

We require that you must take all reasonable precautions and all reasonable care to prevent or minimise loss, damage, death, injury or liability.

### Information that affects the risk

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

- (a) have not given us all the details that affect the risk; or
- (b) have misrepresented or misdescribed any details that affect the risk.

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

### Cover provided by this policy

We will only provide cover under this policy if we have received your premium.

## Payment information

### Payment of premium

You can choose to pay your premium in one of three ways:

- (a) monthly by debit order;
- (b) yearly by debit order;
- (c) yearly in cash.

Your payment preference, payment date and other payment details are shown in your policy summary.

### Monthly payment by debit order

You must pay your premium every month by debit order on the date shown in your policy summary. If we do not receive your premium by this date:

- (a) because you have instructed your paying agent not to honour the debit order, all cover under this policy will end on the last day of the month for which we have received your premium, and we will not present any debit orders again;
- (b) because your debit order is not honoured due to insufficient funds, we may offer you alternative once-off payment options to pay the outstanding premium;
- (c) because your debit order is not honoured due to the death of the account holder, we may offer you alternative payment options to pay the outstanding premium;
- (d) for any other reason, including as provided for in paragraphs (b) or (c), we will present your outstanding debit order again and collect it with your debit order for the next month. If only one debit order is paid, we will use the money to clear the oldest debt. You will, therefore, still owe us the outstanding premium. If we cannot collect at least one debit order, this policy will end on the last day of the month for which we have received your premium.

## Yearly payment by debit order

You must pay your premium every year by debit order by the beginning of the year to which cover applies. The year does not need to begin in January, it can begin any month of the year. We will present your debit order to your paying agent on the date shown in your policy summary.

If we do not receive your premium by this date:

- (a) because you have instructed your paying agent not to honour the debit order, all cover under this policy will end on the last day of the yearly period for which we have received your premium, and we will not present any debit orders again;
- (b) because your debit order is not honoured due to insufficient funds, we may offer you alternative once-off payment options to pay the outstanding premium;
- (c) because your debit order is not honoured due to the death of the account holder, we may offer you alternative payment options to pay the outstanding premium;
- (d) for any other reason, including as provided for in paragraphs (b) or (c), we will present your debit order again and collect it no later than 30 days from the first collection. If we cannot collect this debit order, this policy will end on the last day of the yearly period for which we have received your premium.

## Yearly payment in cash

You must pay your premium every year in cash by the beginning of the year to which cover applies. The year does not have to begin in January, it can begin any month of the year. Your premium must be paid by the start date or the renewal date shown in your policy summary. If we do not receive your premium within 30 days from these dates, this policy will end on the last day of the yearly period for which we have received your premium.

## Claims information

### Claims preparation costs

Claims preparation costs are included under each of your policy sections. If you have a claim under more than one section of your policy which was caused by a single event, we will only compensate you for claims preparation costs under one of your policy sections.

Our compensation is limited to the amount shown in your policy summary.

### Claim settlement basis

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

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

If we replace or repair, we will not be obliged to do so exactly, but only as circumstances reasonably allow. If we repair or replace any loss or damage, we may use any supplier or repairer of our choice.

Before we finalise or settle any claim, we may require you to sign an agreement of loss.

### Claim procedure

- (a) You must notify us immediately after any event which may result in a claim by phoning 0860 505 911 or registering it online at [www.santam.co.za](http://www.santam.co.za).
- (b) You must give us full details of the event within 30 days after it has occurred, as well as all documents which we may reasonably require.
- (c) You must immediately inform us in writing if you become aware of any possible prosecution, legal proceedings, or claim against you following an event.
- (d) You must immediately report to the police any event where theft or any other criminal act is involved.

- (e) You may not without our written consent admit liability, offer, promise or pay in respect of any event that may result in a claim.

## Our rights after an event which may lead to a claim

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

## Fraudulent, wilful acts

You will lose all rights to claim under this policy if:

- (a) a claim is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy; or
- (b) a claim occurs due to a deliberate, or wilful, or intentional act committed by you or with your involvement or anyone acting on your behalf; or
- (c) information or documents in support of a claim, whether created by you or on your behalf, is not true, is not complete or is fraudulent; or
- (d) the quantum of a claim is deliberately exaggerated by you or anyone acting on your behalf.

## Excess

Our compensation is limited to the amount shown in your policy summary, less any excess. The "excess" is the amount you must pay before we settle any claim.

Your policy summary will show the excess that applies to your cover.

## Time limits

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

## No premium refund if maximum insured amount or limit of compensation is settled for any claim

If we compensate you for a claim for the maximum insured amount or limit of compensation payable for an event or item, we will not refund any premium for the remainder of the period of your insurance for that event or item.

## Reinstatement of the insured amounts or limits of compensation

The insured amounts or limit of compensation shown in this policy will not be reduced by the amount of any claim unless stated otherwise.

## Onus of proof

If we state that a claim is not covered because of any of the exclusions applicable to this policy, you must prove the contrary.

## Cover under more than one section

We will not compensate you under more than one section of this policy for a single event, if the loss or damage is covered by more than one section. This exclusion does not apply to the Extended Personal Legal Liability sections.

## General terms and conditions

### Changes

We may make changes to this policy by giving you 31 days written notice of the changes to your e-mail or postal address as shown in your policy summary.

### Cancellation

- (a) You may cancel this policy, any section or item at any time.
- (b) We may cancel this policy, any section or item by giving you 31 days' written notice of the cancellation to your e-mail or postal address as shown in your policy summary.

### Your rights

You may not cede or assign your rights or obligations to another person. No other person may make a claim against us.

### Other insurance

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

### Jurisdiction

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

## Disclosure and processing of Personal Information

In terms of the Protection of Personal Information Act, 4 of 2013, Personal Information provided and obtained is mandatory in order to issue this policy and is collected, held and processed to improve the service provided to you and to provide you with access to our services and products.

We, our authorised agents, advisors, business partners and service providers/contractors may collect Personal Information from you directly, from your usage of our products and services, from your engagements and interactions with us or from public sources, shared databases and third parties. Personal Information will not be shared with service providers that may be abroad unless where necessary or where required under certain conditions and where security measures are in place to protect the Personal Information.

We may use your information or obtain information about you for the following purposes:

- Underwriting, assessing the risk, determining the premium and the policy terms
- Assessment, investigation and processing of claims
- Credit searches and/or verification of Personal Information
- Claims checks
- Fraud prevention and detection
- Market research, statistical analysis and surveys
- Audit and record keeping purposes
- Verification of your identity
- To comply with an obligation imposed by any law on us.

The Personal Information may also be shared with service providers engaged to process such information on our behalf or render services to us. We may collect, retain, process and verify your Personal Information, insurance and/or claim information.



You acknowledge that any Personal Information collected may be stored in a shared database and used for any decision pertaining to the continuance of this policy or any claim submitted. You acknowledge and understand that any Personal Information may be given to any insurer or its agent and our authorised agents, advisors, business partners and service providers/contractors.

You acknowledge that the information may be verified against legally recognised sources or databases.

We will retain the Personal Information for so long as required or entitled by law, after the termination of this policy and as such, this consent clause will remain in force even after this policy has been terminated. You may request details of your Personal Information that is held by us and you may also request that any errors be corrected.

To view our full privacy statement, please visit our website on [www.santam.co.za](http://www.santam.co.za).

## A person who deals on your behalf

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

## Amendments to conform to law

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

## Reference to singular and plural

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

## Not covered by this policy

### Riots, wars, political acts, public disorder, terrorism, or any attempted acts of this kind

We will not cover any loss, damage or legal responsibility which is directly or indirectly caused by, contributed to by, or results from or relates to, arising out of or in connection with, any of the following:

- (a) civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the above;
- (b) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war;
- (c) mutiny, military rising or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution;
- (d) any act or attempted act (whether on behalf of an 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;
- (e) any act or attempted act calculated or directed to bring about loss or damage 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;
- (f) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to in a) to e) above;
- (g) any act of terrorism. An act of terrorism means the use or threat of violence for political, religious, personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.

### Incidents that happen for which the associated damage is covered by legislation

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to:

- (a) any event for which a fund has been established under the War Damage Insurance and Compensation Act (Act 85 of 1976) of the Republic of South Africa or any similar act operative in any of the countries to which this policy applies;
- (b) any event where compensation can or could be claimed or may be due from any compulsory motor vehicle insurance legislation, the Road Accident Fund Act or any legislation enacted for the purpose of providing compensation for loss, damage or liability caused by a motor vehicle;

- (c) any event where compensation can or could be claimed or may be due from the Occupational Health and Safety Act;
- (d) any event where compensation can or could be claimed or may be due from the Compensation for Occupational Injuries and Diseases Act (COIDA).

These exclusions apply regardless of whether the applicable legislative Fund is unable or incapable of paying compensation, or whether or not such compensation has been claimed, paid or received in terms of the relevant Acts.

## Nuclear substances

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission.

## Nationalisation

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to nationalisation, confiscation, commandeering, requisition, wilful destruction, forfeiture, attachment, impounding, seizure or preservation or any similar actions or processes by any court order, customs officials, police, crime prevention units, or lawfully constituted authority or officials.

## Liability incurred by agreement

We will not cover any legal responsibility which is caused by or results from or relates to you having entered into an agreement, unless you would have been liable if the agreement did not exist.

## Indirect loss

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to consequential or indirect causes.

## Cyber loss

1. We will not cover any loss, damage, legal liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with a cyber loss, or series of cyber losses, including:
  - (a) any loss of, alteration of, or damage to or a reduction in the functionality or availability of a computer system unless subject to the provisions of clause 2 herein below;
  - (b) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data;  
or any action taken in controlling, preventing, suppressing or remediating paragraph a or b above regardless of any other cause or event contributing concurrently or in any other sequence thereto;
  - (c) any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data, shall not be covered under this policy, nor shall it be considered to be physical loss or damage for the purposes of this exclusion or any other section of this policy.
2. Subject to the other terms, conditions and exclusions contained in this policy, this policy will provide cover for physical damage to property insured, where such physical damage to the property is directly caused by the following after a cyber loss has occurred: fire, lightning, explosion, aircraft or vehicle impact, falling objects, wind, storm, hail, tornado, cyclone, hurricane, earthquake, tsunami, flood or snow.

If we allege that any loss, damage, liability, claim, cost, expense is not covered by this policy, the burden of proof rests on you to prove otherwise.

## Electricity grid failure or interruption

We will not cover any loss, damage, legal liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with electricity grid failure or interruption, or the resumption of power thereafter.

# PROPERTY

## Introduction

The cover below applies to the contents and/or buildings shown in your policy summary.

## Claims preparation costs

We will compensate you for costs you incur in producing and certifying any details that we may require to enable us to process any claim you may have under this section of your policy. This compensation is limited to the amount shown in your policy summary and additional to the insured amount of the contents of your private residential structures.

## Property keys

We will compensate you for accidental loss of or damage to keys (including related locks which must be replaced due to the loss or damage), locks, access cards and remote-control units used in connection with your private residence.

We will also compensate you for the reasonable costs you incur for calling out a locksmith due to an emergency caused by such loss or damage.

Cover for property keys is worldwide.

Our compensation is limited to the amount shown in your policy summary. A claim under this cover will not affect the no-claim bonus of your Contents section.

## Hole-in-one

We will compensate you for the amount shown in your policy summary if you hit a hole-in-one while playing golf as an amateur. To receive compensation, you must have played in a golf game on a registered golf course under the recognised rules of the game. The secretary of the golf club where you hit the hole-in-one must confirm the hole-in-one in writing.

This cover is additional to the insured amount of the contents of your private residential structures. A claim under this cover will not affect the no-claim bonus of your Contents section.

## Full house

We will compensate you for the amount shown in your policy summary if you score a full house while playing bowls as an amateur. To receive compensation, you must have played in an official competition as part of a team of two, three or four, on a registered bowling green under the recognised rules of the game with all eight or nine bowls to count. The secretary of the bowling club where you achieved the full house must confirm the full house in writing. If more than one person as defined under you (according to the definition in this section) scores a full house, we will pay compensation only once for each full house.

This cover is additional to the insured amount of the contents of your private residential structures. A claim under this cover will not affect the no-claim bonus of your Contents section.

## Death

We will pay the amount shown in your policy summary if you die within 90 calendar days of being injured by fire, theft, attempted theft, hijacking or burglary in your private residence or outbuildings, or on your premises.

A claim under this cover will not affect the no-claim bonus of your Contents section.

## Trauma treatment

We will compensate you for the cost of trauma treatment provided by a registered professional counsellor that you incurred and paid for, and not otherwise recoverable from any other insurance or facility, amounting to a disability event which was sustained as a direct result of burglary, hijacking or fire that occurred in your private residence or on your premises or inside a building where you live temporarily.

Our compensation is limited to the amount shown in your policy summary.

A claim under this cover will not affect the no-claim bonus of your Contents section.

## Emergency expenses of guests or visitors

We will compensate you for emergency expenses of a guest or visitor incurred as a result of an accidental bodily injury, but only if all the following conditions are met:

- (a) you incurred and paid for the emergency expenses;
- (b) the injury was caused directly by a defect in the private residence or premises at the risk address;
- (c) there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary and additional to the insured amount of the contents of your private residential structures.

A claim under this cover will not affect the no-claim bonus of your Contents section.

## Emergency expenses of domestic employees

We will compensate you for the emergency expenses of domestic employees incurred as a result of an accidental bodily injury, but only if all the following conditions are met:

- (a) you employ the domestic employees at the risk address;
- (b) you incurred and paid for the emergency expenses;
- (c) the injury was caused during the course of the domestic employees' duty at the risk address;
- (d) there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary and additional to the insured amount of the contents of your private residential structures.

## Veterinary expenses

We will compensate you for veterinary expenses you incur because of your pet being injured in a road accident.

Our compensation is limited to the amount shown in your policy summary and additional to the insured amount of the contents of your private residential structures.

A claim under this cover will not affect the no-claim bonus of your Contents section.

## South African record

We will compensate you for the amount shown in your policy summary if you obtain a recognised and official South African record in any amateur sporting event. The relevant sporting federation or association must give us written confirmation of the South African record.

We will not compensate you for:

- (a) more than one record during a calendar month;
- (b) more than three records during a renewal period;
- (c) a new record.

This cover is additional to the insured amount of the contents of your private residential structures.

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## Definitions

We have defined words with specific meanings for each section.

In this section the words below mean the following:

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

**Contents** mean the property belonging to you or for which you are responsible as shown in your policy summary. It includes:

- household contents;
- personal property;
- office and home-industry equipment belonging to you in your private capacity;
- fixtures and fittings that belong to you as the tenant not the owner of the private residence.

**Countries** mean the Republic of South Africa, Namibia, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi and Mozambique.

**Disability event** means any event resulting in:

- (a) The loss of a limb or sense organ, or the use thereof by a person; or
- (b) A person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.

**Fixed machinery** means fixed, installed machinery of swimming pools, spa baths, boreholes (excluding windmills), sprinkle irrigation systems, electric gates, garage doors, central vacuum cleaning systems, water pumps, air conditioners, stoves, walk-in refrigerators and freezers, alarms, security surveillance equipment, solar power generation systems and panels as well as electric power generators for which you are responsible.

**Flood** means a large amount of water from any source (whether man-made or natural) that overflows onto, or flows over, normally dry land.

**Holiday home** means your home, other than your main residence, where you only reside at certain times, e.g. during holidays or weekends.

The risk address of your holiday home is shown in your policy summary.

**Main residence** means your home where you normally reside in during any renewal period and situated at the risk address shown in your policy summary.

**Mobile communication devices** means portable electronic items used for mobile communication, including all accessories (e.g. cellular phones and GPSs).

**Money** means cash, cheques, traveller's cheques, postal orders, money orders, travel and other tickets, gift vouchers/ cards and current postage stamps.

**Outbuildings** means the domestic rooms, private garages and private outbuildings which do not interlead with your private residence and are situated at and used in relation to your private residence at the risk address.

**Pet** means a tame, domestic animal or bird kept for companionship or pleasure, e.g. dog or cat. "Pet" does not mean animals that are naturally wild and tamed to be pets.

**Premises** means the land on which your risk address is situated.

**Primary residence** means the building structures on the premises of your risk address, excluding the outbuildings.

**Private residence** means the building of your home of which the wall and roof construction and risk address are shown in your policy summary.

**Private residential structures** mean all the building structures on the premises of your risk address, including the private residence and outbuildings.

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

**Road** means any public road or pathway, leading from one place to another, especially one with a prepared surface which vehicles can use. "Road" does not include any road or pathway on private property.

**Sea surge** means loss or damage caused by the sea, including high tide, spring tide, waves, tidal wave or a sea level rise as a result of a storm.

**Smart geyser devices** mean devices which monitors and/or controls geyser electrical faults and leakages.

**Tenant** means a person, other than you, who is allowed to occupy your private residence or outbuildings in terms of:

- an agreement with an internet service provider for accommodation; or
- a written lease agreement; or
- a verbal lease agreement;

but it does not include a paying guest, boarder or lodger who lives with you in your private residence.

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

**Valuable articles** means furs, jewels, jewellery, gemstones, watches and articles made of platinum, gold or silver.

**You/your** means the policyholder name shown in your policy summary, including your spouse and any other members of your family or your spouse's family who normally live with you.

## Property insured

### Property in your private residential structures

We cover loss of or damage to your contents while the insured contents are inside your private residential structures and any additional structure shown in your policy summary.

### Contents away from your premises

We also cover loss of or damage to your contents while the insured contents are:

- (a) inside a building where you live temporarily;
- (b) temporarily inside the residential section of any occupied private home;
- (c) deposited for safe keeping at any hotel, guest house, club, bank, safe deposit or registered furniture storehouse;
- (d) inside the building of a business for the purpose of making up, altering, renovating, repairing, cleaning or dyeing. However, theft or attempted theft is not covered;
- (e) inside the building of any office, business or trade where you are employed.

However, theft or attempted theft is limited to the amounts shown in your policy summary and forms part of the insured amount of the contents of your private residential structures.

## Contents cover

The cover below applies to the contents of the premises of your risk address(es) shown in your policy summary.

### Optional cover *(heading does not print in policy contract)*

#### Accidental damage to fixed machinery (if applicable)

We cover sudden and unexpected damage to fixed machinery installed at your premises. The fixed machinery must be for domestic use only.

Our compensation is limited to the amount shown in your policy summary. However, we do not cover:

- (a) depreciation;
- (b) gradual causes (such as wear and tear, rust, mildew, corrosion, decay);
- (c) loss or damage:

- to windmills;
- caused by power surge;
- caused by household pests (such as rodents, ants and moths);
- caused by cleaning, repairing or restoring by any manner or method;
- to any data or telecommunication equipment or apparatus;
- if covered by a manufacturer's guarantee, purchase agreement or service contract.

### **Subsidence or landslip (comprehensive cover) – if applicable**

We cover loss of or damage to your contents caused by subsidence or landslip or both. However, we do not cover loss or damage caused by:

- (a) the faulty design or construction of any structure;
- (b) the removal or weakening of supports of any structure;
- (c) structural alterations, additions or repairs;
- (d) excavations above or below ground, except excavations performed during mining operations.

If we require it, you must prove that the loss or damage you claim for was caused by subsidence or landslip, or both.

### **Restoration of computer data (if applicable)**

We cover restoration of the data of your computer at your private residence following loss or damage.

Our compensation is limited to the amount shown in your policy summary and additional to the insured amount of the contents of your private residential structures.

### **Limited bed-and-breakfast (if applicable)**

This cover will apply only if three or fewer bedrooms of your private residence are rented out to guests and you live in the private residence on a permanent basis.

A claim under this cover will not affect your no-claim bonus.

### **Stock-in-trade of bed-and-breakfast**

We cover stock-in-trade if the insured amount shown in your policy summary for the Contents section, that includes the stock-in-trade of your Bed-and-Breakfast, is adequate. If the insured amount is not adequate, average will apply.

A claim under this cover will not affect your no-claim bonus.

### **Increase in peak periods**

We will increase the contents insured amount shown in your policy summary during:

- (a) long weekends;
- (b) festivals; and
- (c) school holidays shown on the official provincial school calendar.

The percentage of this increase is shown in your policy summary.

### **Personal effects of paying guests**

We cover loss of or damage to the personal effects of your paying guests while their personal effects are inside your private residence.

Our compensation is limited to the amount shown in your policy summary.

However, we do not cover:

- (a) money or any items of an exchangeable nature;
- (b) household goods and personal effects insured elsewhere.

A claim under this cover will not affect your no-claim bonus.

## Trauma compensation for paying guests

We will compensate you for any fees charged by a registered professional counsellor for the treatment of trauma suffered by a paying guest if the paying guest needs treatment due to a disability event which was sustained as a direct result of theft, burglary, hijacking or fire that occurred on your premises.

We will not compensate you for expenses recoverable from any other insurance or facility.

Our compensation is limited to the amount shown in your policy summary.

A claim under this cover will not affect your no-claim bonus.

## Emergency expenses of paying guests

We will compensate you for emergency expenses of a paying guest incurred as a result of an accidental bodily injury, but only if all the following conditions are met:

- (a) you incurred and paid for the emergency expenses;
- (b) the injury was caused directly by a defect in the private residence or premises at the risk address;
- (c) there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary.

A claim under this cover will not affect your no-claim bonus.

## Damage to external signs, blinds and canopies

We cover damage to:

- (a) external signs at the premises or elsewhere;
- (b) blinds and canopies at your premises.

Our compensation is limited to the amount shown in your policy summary.

A claim under this cover will not affect your no-claim bonus.

## Cleaning and dry-cleaning of personal effects of paying guests

We will compensate you for your liability arising from accidental loss or damage to guests' laundry while you or a third party on your instruction, is cleaning or dry-cleaning their laundry.

Our compensation is limited to the amount shown in your policy summary.

A claim under this cover will not affect your no-claim bonus.

## Stock-in-trade of your home industry (if applicable)

We cover loss of or damage to the stock-in-trade of your home industry run from your premises.

The nature of your home industry is shown in your policy summary.

Our compensation is limited to the amount shown in your policy summary.

A claim under this cover will not affect your no-claim.

## Insured events

### Loss of or damage to your insured contents

We cover loss of or damage to your insured contents. This cover does not override any other cover limits and/or exclusions that are more specifically shown in this policy.

### Theft or attempted theft

We cover loss of or damage to your contents caused by theft or attempted theft. Our compensation is limited to the amount shown in your policy summary.

However we do not cover theft or attempted theft while your private residence is lent, let or sublet to a tenant, and the tenant or the tenant's family or anyone else who is linked or connected to the tenant or the tenants' family, is directly or indirectly responsible for such loss or damage.



## Malicious damage

We cover loss of or damage to your contents caused by malicious damage. Our compensation is limited to the amount shown in your policy summary.

We do not cover malicious damage while your private residence is lent, let or sublet to a tenant and the tenant or the tenant's family or anyone else who is linked or connected to the tenant or the tenants' family, is directly or indirectly responsible for such damage.

## Subsidence or landslip (limited cover)

We cover loss of or damage to your contents caused by subsidence or landslip or both. However, we do not cover loss or damage:

- (a) caused or made worse by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types;
- (b) caused or made worse by faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any building;
- (c) caused or made worse by structural alterations, additions or repairs;
- (d) caused or made worse by surface or subterranean excavations other than those performed in the course of mining operations;
- (e) caused or made worse by normal settlement, shrinkage or expansion of the building.

If we require it, you must prove that the loss or damage you claim for was caused by subsidence or landslip. Our compensation is limited to the amount shown in your policy summary.

## Power surge

We cover loss of or damage to your contents caused by power surge.

Notwithstanding the "Electricity grid failure or interruption" exclusion under the "Introduction to your policy contract: Not covered by this policy", this policy will cover loss or damage caused by power surge, provided that this cover will not apply where the power surge occurs upon the resumption of the supply of electricity following a scheduled interruption in supply which exceeds 12 consecutive hours.

Our compensation is limited to the amount shown in your policy summary.

## Contents on the premises of your private residence

We cover loss of or damage to your contents while on the premises of your private residence.

Our compensation is limited to the amount shown in your policy summary.

## Washing on the line

We cover for loss or damage to your washing on the line, on the premises of your private residence.

Our compensation is limited to the amount shown in your policy summary. This limit forms part of your contents insured amount.

## Temporary increase of the insured amount

We temporarily increase the insured amount of your contents each year for the period 15 December to 31 January.

The percentage of the increase is shown in your policy summary.

## Theft or attempted theft from outbuildings

We cover loss of or damage to the contents of any outbuilding on your premises caused by theft or attempted theft.

Our compensation is limited to the amount shown in your policy summary. This limit forms part of your contents insured amount.

## Money (excluding theft)

We cover loss of or damage to money inside your private residential structures.

However, loss of or damage to money caused by theft or attempted theft is not covered.

Our compensation is limited to the amount shown in your policy summary. This limit forms part of your contents insured amount.

## Theft or attempted theft of property at your place of employment

We cover loss of or damage to your contents, while it is inside a building of any office, business or trade where you are employed.

Our compensation for loss or damage caused by theft or attempted theft is limited to the amount shown in your policy summary. This limit forms part of your contents insured amount.

## Theft, collision or overturning of conveying vehicle

We cover loss of or damage to your contents during your permanent move to a different risk address, or during transport to or from any registered furniture storage facility. Our cover is limited to loss or damage caused by theft, collision or overturning of the furniture removal vehicle, but only if the following condition is met:

(a) the move or transport must be undertaken by a professional furniture removal contractor.

However, we will not cover any damage to breakable articles like glass and china unless such articles:

(a) were packed by the furniture removal contractor; and

(b) are not otherwise insured.

## Fire, explosion, lightning or thunderbolt during transport

We cover loss of or damage to your contents caused by fire, lightning or explosion while transported.

## Theft during transport

We cover loss of or damage to your contents caused by theft while transported to or from any bank or safe deposit facility.

## Transport of groceries and household goods

We cover loss of or damage to groceries and household goods while you transport these from the place of purchase to your private residence.

Our cover will only be valid within the first 24 hours after your purchase.

Our compensation is limited to the amount shown in your policy summary.

## Valuable articles

We will only compensate you for loss of or damage to valuable articles up to a percentage of your contents insured amount.

Our compensation is limited to the amount shown in your policy summary.

This limit forms part of your contents insured amount.

## Inflation protection

The insured amount for the property insured under this section of your policy will increase annually but added monthly in equal portions within the renewal period to cater for the effect of inflation, according to the percentage that we apply at the renewal date. The percentage we use to make the adjustment is shown in your policy summary.

However, your policy summary will not reflect the monthly increase.

No extra premium will be charged during the period of the policy, but the premium will be recalculated each year on the renewal date as shown in your policy summary.

## Debris removal

We cover the necessary costs of removing your damaged contents from your premises after loss or damage. This cover is additional to the insured amount of the contents of your private residential structures.

## Alternative accommodation

We cover the rent you must pay, or the reasonable extra expenses you incur, for similar alternative accommodation if your private residence is not fit to live in after loss or damage covered under this section.

This cover will only apply for the period reasonably required to make your private residence suitable to live in again, but is limited to the number of months shown in your policy summary.

Our compensation is limited to the amount shown in your policy summary and is additional to the insured amount of the contents of your private residential structures.

If "Alternative accommodation" of the Buildings section applies to the same insured event, we will compensate you under one of the relevant sections only.

## Fire brigade charges

We cover the reasonable costs charged by any authorised body for extinguishing a fire to prevent or reduce loss or damage to your contents covered under this section.

A claim under this cover will not affect your no-claim bonus and is additional to the insured amount of the contents of your private residential structures.

## Guards

We cover the employment of guards to protect your contents after loss or damage covered under this section.

If "Guards" of the Buildings section applies to the same event, we will compensate you under one of the relevant sections only. Our compensation is limited to the amount shown in your policy summary and is additional to the insured amount of the contents of your private residential structures.

## Loss of water

We cover amounts you owe local authorities for loss of water caused by leaking pipes. This cover is subject to the following conditions:

- (a) the amounts are calculated by the local authorities;
- (b) the reading is at least 50% more than the average reading of the four readings preceding it;
- (c) when a leak is discovered, either by physical evidence or on receipt of an unusually high water account, you have taken immediate steps to trace and repair the leaking pipes.

Our compensation is limited to the amount shown in your policy summary.

However, we do not cover:

- (a) the costs to trace and to repair a leaking pipe;
- (b) more than two separate claims within a renewal period. If there are two separate claims within a renewal period, the total combined compensation for both claims will be limited to the amount shown in your policy summary;
- (c) loss of water:
  - due to leaking taps, geysers or toilets;
  - from swimming pools or the leaking inlet or outlet pipes thereof;
  - if the private residence has not been occupied for more than 60 consecutive days.

## Personal effects of guests

We cover loss of or damage to the personal effects of your guests while their personal effects are inside your private residence.

Our compensation is limited to the amount shown in your policy summary and additional to the insured amount of the contents of your private residential structures.

This cover does not apply if your guest has insurance that covers the loss or damage.

A claim under this cover will not affect your no-claim bonus.

## Personal effects of domestic employees

We cover loss of or damage to the personal effects of your full-time domestic employees while their personal effects are inside your private residence or outbuildings.

Our compensation is limited to the amount shown in your policy summary and additional to the insured amount of the contents of your private residential structures.

However, we do not cover the personal effects of your full-time domestic employees if:

- (a) the personal effects are lost or damaged due to theft or attempted theft while inside your outbuildings;
- (b) your full-time domestic employees have insurance that covers the loss or damage.

A claim under this cover will not affect your no-claim bonus.

## Contents of refrigerators and freezers

We cover accidental spoiling of the contents of your refrigerators or freezers inside your private residence and outbuildings caused by a change in temperature.

Our compensation is limited to the amount shown in your policy summary and additional to the insured amount of the contents of your private residential structures.

However, we do not cover the following:

- (a) spoiling caused by someone adjusting the temperature control;
- (b) damage to the refrigerators or freezers;
- (c) spoiling as a result of a total or partial interruption; interference; suspension; blackout; failure; of any electricity supply irrespective of the duration thereof or its geographical extent;
- (d) spoiling as a result of non-payment or non-purchase of power or any type of fuel.

A claim under this cover will not affect your no-claim bonus.

## Storage costs for contents after damage

We cover the necessary storage costs to safeguard your contents after loss or damage covered under this section.

Our compensation is limited to the amount shown in your policy summary and is additional to the insured amount of the contents of your private residential structures.

## Tenant's liability

We cover your legal liability for amounts that you as a tenant of a building must pay as compensation to the owner of the building due to loss of or damage to the buildings, fixtures or fittings in it, directly caused by any of the following:

- (a) storm, water, hail or snow;
- (b) theft or attempted theft;
- (c) fire or explosion;
- (d) breakage of glass, mirrors or sanitary ware not including chipping, scratching or disfiguration;
- (e) damage to supply connections between the public supply and the buildings;
- (f) collision by animals or vehicles.

Our compensation includes all legal and other costs we agree to in writing.

Our compensation for any single claim, series of claims resulting from the same event, or events that happen during the period of insurance is limited to the amount shown in your policy summary.

## Worldwide cover

We cover loss of or damage to your contents while the insured contents are temporarily removed from your private residential structures. This cover is applicable worldwide, but does not override any other cover and/or limits that are more specifically shown in this policy.

This cover is subject to all the terms, conditions and exclusions of this policy, unless otherwise stated.

Our compensation is limited to the amount shown in your policy summary.

The following Contents exclusions under the heading, *“Not covered by this section”*, are not applicable:

- (a) loss or damage arising from claims occurring outside the countries set out in this policy.

## Security measures

**Any one or more of the following security measures declared, as stated in the client’s policy summary, can apply:**

### Burglar bars on all opening windows

It is a condition of this policy that burglar bars are installed on all opening windows of your private residence as shown in your policy summary. These burglar bars may not be removed without our permission.

This condition does not apply to your outbuildings, unless specifically shown in your policy summary.

If you do not comply with this condition, we will not cover loss of or damage to your contents caused by theft, attempted theft or burglary.

### Shutters or transparent burglar proofing on all opening windows

It is a condition of this policy that shutters or transparent burglar proofing is installed on all opening windows of your private residence as shown in your policy summary.

Shutters must be locked at all times. The shutters or transparent burglar proofing may not be removed without our permission.

This condition does not apply to your outbuildings, unless specifically shown in your policy summary.

If you do not comply with this condition, we will not cover loss of or damage to your contents caused by theft, attempted theft or burglary.

### Burglar bars on all windows

It is a condition of this policy that burglar bars are installed on all windows of your private residence as shown in your policy summary.

These burglar bars may not be removed without our permission.

This condition does not apply to your outbuildings, unless specifically shown in your policy summary.

If you do not comply with this condition, we will not cover loss of or damage to your contents caused by theft, attempted theft or burglary.

### Burglar bars on passage side

It is a condition of this policy that burglar bars are installed on all opening windows on the passage side of your flat as shown in your policy summary. These burglar bars may not be removed without our permission.

If you do not comply with this condition, we will not cover loss of or damage to your contents caused by theft, attempted theft or burglary.

### Security gates on all exterior doors

It is a condition of this policy that security gates are installed on all exterior doors of your private residence as shown in your policy summary.

These security gates must comply with the following conditions:

- (a) it must be locked when you or any person you have authorised to look after your private residence leaves your property unattended; and
- (b) the security gates may not be removed without our permission.

This condition does not apply to your outbuildings, unless specifically shown in your policy summary.

If you do not comply with this condition, we will not cover loss of or damage to your contents caused by theft, attempted theft or burglary.

## Security gates all exterior doors excluding sliding doors

It is a condition of this policy that security gates are installed on all exterior doors of your private residence as shown in your policy summary.

These security gates must comply with the following conditions:

- (a) it must be locked when you or any person you have authorised to look after your private residence leaves your property unattended; and
- (b) the security gates may not be removed without our permission.

This condition does not apply to your outbuildings, unless specifically shown in your policy summary.

If you do not comply with this condition, we will not cover loss of or damage to your contents caused by theft, attempted theft or burglary.

## Security gates all exterior doors excluding swivel or pivot doors

It is a condition of this policy that security gates are installed on all exterior doors (excluding swivel or pivot doors) of your private residence as shown in your policy summary.

These security gates must comply with the following conditions:

- (a) the security gates must be locked when you or any person you have authorised to look after your private residence leaves your private residence unattended;
- (b) the security gates may not be removed without our permission;
- (c) the swivel or pivot doors without security doors must be constructed of solid wood (no panels or openings);
- (d) the swivel or pivot doors without security gates must be fitted with additional SABS-certified, minimum 4-lever, locking mechanisms; and
- (e) the swivel or pivot doors without security gates must be locked when you or any person you have authorised to look after your private residence leaves your property unattended.

This condition does not apply to your outbuildings, unless specifically shown in your policy summary.

If you do not comply with this condition, we will not cover loss of or damage to your contents caused by theft, attempted theft or burglary.

## Security gates on passage side

It is a condition of this policy that security gates are installed on all doors on the passage side of your flat as shown in your policy summary.

These security gates must comply with the following conditions:

- (a) the security gates must be locked when you or any person you have authorised to look after your private residence leaves the property unattended and may not be removed without our permission;
- (b) the security gates may not be removed without our permission.

If you do not comply with this condition, we will not cover loss of or damage to your contents caused by theft, attempted theft or burglary.

## Alarm not linked

It is a condition of this policy that an alarm system is installed in your private residence as shown in your policy summary.

This alarm system must comply with the following conditions:

- (a) the alarm system must be in working order;
- (b) none of the "passive infrared motion detectors" of the alarm system is obstructed or bypassed;
- (c) the alarm system may not be removed without our permission; and
- (d) the alarm system must be set whenever you or a person you have authorised to look after your private residence leaves the property unattended.

This condition does not apply to your outbuildings, unless specifically shown in your policy summary.

If you do not comply with this condition, we will not cover loss of or damage to your contents caused by theft, attempted theft or burglary.

## Linked alarm with no armed response

It is a condition of this policy that an alarm system, monitored by a 24-hour control room, is installed in your private residence as shown in your policy summary.

This alarm system must comply with the following conditions:

- (a) the alarm system must be in working order;
- (b) none of the "passive infrared motion detectors" of the alarm system is obstructed or bypassed;
- (c) the alarm system may not be removed without our permission;
- (d) the 24-hour monitoring service may not be cancelled without our permission; and
- (e) the alarm system must be set whenever you or a person you have authorised to look after your private residence leaves the property unattended.

This condition does not apply to your outbuildings, unless specifically shown in your policy summary.

If you do not comply with this condition, we will not cover loss of or damage to your contents caused by theft, attempted theft or burglary.

## Linked alarm with armed response

It is a condition of this policy that an alarm system, monitored by a 24-hour control room with armed response, is installed in your private residence as shown in your policy summary.

This alarm system must comply with the following conditions:

- (a) the alarm system must be in working order;
- (b) none of the "passive infrared motion detectors" of the alarm system is obstructed or bypassed;
- (c) the alarm system may not be removed without our permission;
- (d) the 24-hour monitoring service with armed response may not be cancelled without our permission; and
- (e) the alarm system must be set whenever you or a person you have authorised to look after your private residence leaves the property unattended.

This condition does not apply to your outbuildings, unless specifically shown in your policy summary.

If you do not comply with this condition, we will not cover loss of or damage to your contents caused by theft, attempted theft or burglary.

## Contents conditions

**Additional conditions, as stated in the client's policy summary, can apply, depending on the type of risk. Conditions listed below are examples.**

### Contents: Surge arrestors

It is a condition of this policy that SABS approved surge arrestors are installed at your private residence as shown in your policy summary.

If you do not comply with this condition, we will not cover your contents against loss or damage caused by lightning, thunderbolt or power surge.

### Contents: Valuation certificate

It is a condition of this policy that you must give us a valuation certificate (dated before an event which leads to a claim) for each of your valuable articles with a value of the amount shown in your policy summary or more.

If you do not comply with this condition, we will limit your compensation for each valuable article to the amount shown in your policy summary.

## Contents: Average applied

If, according to our calculations, the amount needed to replace all your insured contents with similar new property at the time of any loss or damage, is more than the insured amount, we will apply average to the claim.

## Contents exclusions

### Contents: Loss of water excluded if private residence unoccupied for more than 60 consecutive days

We do not cover loss of water during the period that your private residence is unoccupied for more than sixty consecutive days per renewal period.

## Terms and conditions

### Insured amount, basis of indemnity and limit of compensation

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

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

For a single claim or series of claims arising from a single event, our compensation is limited to either:

- (a) the insured amount shown in your policy summary; or
- (b) the limit shown next to the specific cover in your policy summary.

Unless stated otherwise in the wording of the relevant cover, limits of those covers are included in the insured amount of the contents of your private residential structures.

### Average explained

If, according to our calculations, the amount needed to replace all your insured contents with similar new property at the time of any loss or damage, is more than the insured amount, we will not pay you the full amount of the loss or damage. You will be your own insurer for the difference between the insured amount and the amount needed to replace all the insured contents. Therefore, you will be responsible for a proportional share of the loss or damage.

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

R100 000, we will only pay half of this amount, which is R50, 000, which will be calculated as follows:

Insured for: R500 000

Replacement value: R1 000 000

Claim: R100 000

Calculation: Underinsurance =  $R100\ 000 \times (R500\ 000 / R1\ 000\ 000)$

We will only pay you R50 000.

If you have more than one structure defined in your policy summary, we will use the combined insured amounts of all the structures on your insured premises to calculate the application of average, if any.

Your policy summary shows if average applies to the insured contents.

If your policy summary does not show whether average applies or not, you must assume that average will apply.

If average does not apply to your property according to your contract, you must regularly review the replacement value of your insured contents, especially after any new acquisitions.

### No-claim bonus (NCB)

A no-claim bonus applies to this section of your policy.



If you have not claimed during any renewal period of this policy, you may earn a discount on your premium according to our scale of premiums.

However, if we settle any number of claims, we will adjust the premium according to our NCB scale.

## Not covered by this section

None of the following are covered, unless specifically shown otherwise in your policy summary:

- (a) property that is more specifically insured, in this or any other policy, other than for any amount more than the specified insured amount;
- (b) loss or damage arising from claims occurring outside the countries set out in this policy;
- (c) property, whether it is processed or not, obtained with the purpose of disposing of it in a business transaction;
- (d) money, securities for money, deeds, bonds, bills of exchange, promissory notes, negotiable and other documents, stamps, manuscripts, rare books, medals and coins;
- (e) vehicles, watercraft (excluding surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurf boards, sailboards and model boats), aircraft, other aerial devices (excluding model aircraft and drones), and all tools, spare parts and accessories of these vehicles, aircraft or watercraft that are on, in or attached to it;
- (f) animals;
- (g) loss or damage from or relating to any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
- (h) the cost of reproduction or repair of data of any kind;
- (i) theft or attempted theft while your private residence is lent, let or sublet to a tenant, and the tenant or the tenant's family or anyone else who is linked or connected to the tenant or the tenant's family, is directly or indirectly responsible for such loss or damage;
- (j) loss, damage or breakage covered by a manufacturer's purchase agreement, guarantee or service contract.
- (k) depreciation;
- (l) cracking or scratching of glass, glassware or any similar breakable article. This exclusion does not apply to jewellery, cameras, televisions or computer screens;
- (m) chipping or denting of furniture or domestic appliances;
- (n) loss or damage caused by:
  - storm, wind, water, hail or snow where the contents were in a structure not completely roofed;
  - gradual causes such as wear and tear, rust, mildew, corrosion and decay;
  - household pests (such as rodents, ants and moths);
  - cleaning, repairing or restoring by any manner or method.

# BUILDINGS

## Definitions

We have defined words with specific meanings for each section. In this section the words below mean the following:

**Buildings/Primary residence** means the buildings on your premises, constructed and situated as shown in your policy summary, including:

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

**Buildings/Private residential structures** means the buildings on your premises, structures constructed and situated as shown in your policy summary, including:

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

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

**Countries** mean the Republic of South Africa.

**Disability event** means any event resulting in:

- (a) The loss of a limb or sense organ, or the use thereof by a person; or
- (b) A person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.

**Fixed machinery** means installed machinery of swimming pools, spa baths, boreholes(excluding windmills), sprinkle irrigation systems, electric gates, garage doors, central vacuum cleaning systems, water pumps, air conditioners, stoves, walk-in refrigerators and freezers, alarms, security surveillance equipment, solar power generation systems and panels as well as electric power generators.

**Flood** means a large amount of water from any source (whether man-made or natural) that overflows onto, or flows over, normally dry land.

**Insured event** means theft or attempted theft, fire, explosion, lightning, thunderbolt, storm, wind, water, snow, hail, flood, sea surge, earthquake, bursting of water pipes or water tanks, bursting of geysers, impact, burglary, collapse or breakage of aerial systems and satellite dishes, accidental leakage of oil from oil heaters, malicious damage, subsidence or landslip, as well as accidental damage to mirrors and certain glass.

This policy will indicate which of the insured events cover your buildings shown in your policy summary.

**Outbuildings** means the domestic rooms, private garages and private outbuildings which do not interlead with your private residence and are situated at and used in relation to your private residence at the risk address.

**Premises** mean the land on which your private residential structures are situated.

**Private residence** means the building of your home of which the wall and roof construction and risk address are shown in your policy summary.

**Risk address** means the address of the premises on which your buildings are situated.

**Road** means any public road or pathway, leading from one place to another, especially one with a prepared surface which vehicles can use. "Road" does not include any road or pathway on private property.

**Sea surge** means loss or damage caused by the sea, including high tide, spring tide, waves, tidal wave or a sea level rise as a result of a storm.

**Smart geyser devices** mean devices which monitors and/or controls geyser electrical faults and leakages.

**Structures** mean any structure defined under "Buildings", but specifically named as a separate structure in your policy summary. Examples of "Structures" include a lapa or granny flat.

**Tenant** means a person, other than you, who is allowed to occupy your private residence or outbuildings in terms of:

- (a) an agreement with an internet service provider for accommodation; or
- (b) a written lease agreement; or
- (c) a verbal lease agreement;

but it does not include a paying guest, boarder or lodger who lives with you in your private residence.

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

**You/your** means the policyholder shown in your policy summary.

## Property insured

Your property insured is the buildings at your premises. The risk address(es), wall and roof construction are shown in your policy summary. It includes all fixtures and fittings that belong to you as the owner or that you are responsible for as the owner. It does not include any fixtures and fittings that belong to a tenant or for which a tenant is responsible.

## Buildings cover

The cover below applies to the buildings on the premises of your risk address(es) shown in your policy summary.

The insured will only enjoy cover if the cover is shown in his/her policy summary.

## Fire brigade charges

We cover the reasonable costs charged by any authorised body for extinguishing a fire to prevent or reduce loss or damage to your buildings.

## Public supply or mains connections

We cover accidental damage to, and the reasonable cost of repairing or replacing water, sewerage, gas, electricity and telephone connections between the public supply and your buildings. The connections must belong to you or be your responsibility.

## Removal of fallen trees

We cover the reasonable cost of removing trees that fell due to an insured event. You must get our written consent before removing fallen trees.

Our compensation is limited to the amount shown in your policy summary.

## Damage to gardens

We cover damage to trees, shrubs, plants and sprinkle irrigation systems at your risk address caused by:

- (a) fire or explosion;
- (b) a vehicle or aircraft;
- (c) any person responding to a fire or explosion at your risk address.

Our compensation is limited to the amount shown in your policy.

## Guards

We cover the employment of guards to protect your buildings after an insured event has occurred. If "Guards" of the Contents section applies to the same event, we will compensate you under one of the relevant sections only.

Our compensation is limited to the amount shown in your policy summary.

## Professional fees and demolition costs

We cover the necessary costs for demolition and clearing, erection of hoardings, municipal scrutiny of plans, or the fees and costs of architects, quantity surveyors and consulting engineers if you have a valid claim for your buildings caused by any insured event.

## Cover before property transfer

We cover loss of or damage to buildings on the property you buy caused by an insured event for the period between you signing a deed of sale and the transfer of the property into your name by the Deeds Office.

You must insure the buildings under this policy.

This cover will not apply if the buildings are insured by the seller or on the seller's behalf.

## Optional cover *(heading does not print in policy contract)*

### Accidental damage to fixed machinery

We cover sudden and unexpected damage to fixed machinery installed at your premises. The fixed machinery must be for domestic use only. Our compensation is limited to the amount shown in your policy summary.

However, we do not cover:

- (a) depreciation;
- (b) gradual causes (such as wear and tear, rust, mildew, corrosion, decay);
- (c) loss or damage:
  - payable as an insured event that covers your buildings as shown in the policy summary;
  - to windmills;
  - caused by household pests (such as rodents, ants and moths);
  - caused by cleaning, repairing or restoring by any manner or method;
  - caused by power surge;

- to any data or telecommunication equipment or apparatus;
- if covered by a manufacturer's guarantee, purchase agreement or service contract.

## Maintenance of geysers (if applicable)

If the geysers or hot water cylinders installed at your structures shown in your policy summary break or fail, we cover the costs of maintenance of these geysers or hot water cylinders.

Cover includes loss or damage caused by:

- (a) rust;
- (b) decay;
- (c) gradual deterioration;
- (d) wear and tear;
- (e) cracking or splitting;
- (f) inherent vice; or
- (g) latent defects.

Our compensation is limited to the amount shown in your policy summary.

## Insured events

### Accidental damage

We cover accidental physical loss of or damage to your buildings.

Our compensation is limited to the amount shown in your policy summary.

However, we do not cover:

- (a) depreciation;
- (b) gradual causes such as wear and tear, rust, mildew, corrosion, decay;
- (c) loss of or damage to fixed machinery;
- (d) loss or damage caused by:
  - household pests (such as rodents, ants and moths);
  - dyeing, cleaning, repairing or restoring by any manner or method;
  - soiling, scratching, chipping or denting;
  - roots or weeds;
  - mechanical, electrical or electronic breakdown;
  - your own domestic pets;
  - the action of light or atmospheric conditions;
  - confiscation or detention by any process of law;
  - defective workmanship, defective materials or defective design;
  - cracking or collapse (unless caused by an insured event);
  - subsidence or landslip;
  - power surge;
- (e) consequential loss of any nature.

### Power surge

We cover loss of or damage to your buildings caused by power surge.

Notwithstanding the "Electricity grid failure or interruption" exclusion under the "Introduction to your policy contract: Not covered by this policy", this policy will cover loss or damage caused by power surge, provided that this cover will not apply where the power surge occurs upon the resumption of the supply of electricity following a scheduled interruption in supply which exceeds 12 consecutive hours.

Our compensation is limited to the amount shown in your policy summary.

## Theft or attempted theft

We cover loss of or damage to your buildings caused by theft or attempted theft. But we do not cover theft or attempted theft while your private residence is lent, let or sublet to a tenant, and the tenant or the tenant's family or anyone else who is linked or connected to the tenant or the tenants' family, is directly or indirectly responsible for such loss or damage.

## Fire

We cover loss of or damage to your buildings caused by fire.

## Explosion

We cover loss of or damage to your buildings caused by explosion.

## Lightning or thunderbolt

We cover loss of or damage to your buildings caused by lightning or thunderbolt.

## Water or snow

We cover loss of or damage to your buildings caused by water or snow.

We do not cover the following:

- (a) loss or damage caused by any process which uses or applies water;
- (b) loss or damage caused by wear and tear;
- (c) loss or damage caused by gradual deterioration;
- (d) loss or damage caused by mildew, rust or corrosion;
- (e) loss or damage caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types.

## Flood

We cover loss of or damage to your buildings caused by flood.

We do not cover the following:

- (a) loss or damage caused by any process which uses or applies water;
- (b) loss or damage caused by wear and tear;
- (c) loss or damage caused by gradual deterioration;
- (d) loss or damage caused by mildew, rust or corrosion;
- (e) loss or damage caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types.

## Sea surge

We cover loss of or damage to your buildings caused by sea surge.

We do not cover the following:

- (a) loss or damage caused by any process which uses or applies water;
- (b) loss or damage caused by wear and tear;
- (c) loss or damage caused by gradual deterioration;
- (d) loss or damage caused by mildew, rust or corrosion;

- (e) loss or damage caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types.

## Storm or wind

We cover loss of or damage to your buildings caused by storm or wind.

We do not cover the following:

- (a) loss or damage caused by any process which uses or applies water;
- (b) loss or damage caused by wear and tear;
- (c) loss or damage caused by gradual deterioration;
- (d) loss or damage caused by mildew, rust or corrosion;
- (e) caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types.

## Hail

We cover loss of or damage to your buildings caused by hail.

We do not cover the following:

- (a) loss or damage caused by any process which uses or applies water;
- (b) loss or damage caused by wear and tear;
- (c) loss or damage caused by gradual deterioration;
- (d) loss or damage caused by mildew, rust or corrosion;
- (e) loss or damage caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types.

## Earthquake

We cover loss of or damage to your buildings caused by earthquake.

## Bursting of water pipes or water tanks

We cover loss of or damage to your buildings caused by bursting of water pipes or water tanks.

We also cover the damage to the water pipes or tanks.

## Bursting of geysers

We cover loss of or damage to your buildings caused by the bursting of geysers or hot water cylinders.

We also cover the damage to them.

## Impact

We cover loss of or damage to your buildings caused by impact from animals, vehicles, aircraft or aerial devices or other objects falling from them or falling trees, except when felled by someone.

## Burglary

We cover loss of or damage to your buildings caused by burglary.

## Collapse or breakage of aerial systems and satellite dishes

We cover the collapse or breakage of aerial systems or satellite dishes.

If "Collapse or breakage of aerial systems and satellite dishes" of the Contents section applies to the same event, we will compensate you under the Buildings section.

## Accidental leakage of oil from oil heaters

We cover loss of or damage to your buildings caused by accidental leakage of oil from oil heaters.

## Malicious damage

We cover loss of or damage to your buildings caused by malicious damage.

We do not cover malicious damage while your private residence is lent, let or sublet to a tenant, and the tenant or the tenant's family or anyone else who is linked or connected to the tenant or the tenants' family, is directly or indirectly responsible for such damage.

## Subsidence or landslip (Comprehensive cover)

We cover loss of or damage to your buildings caused by subsidence or landslip or both. However, we do not cover loss or damage:

- (a) to drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates and fences, driveways, paving, synthetic grass, swimming pool borders or tennis courts;
- (b) caused or made worse by faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any buildings;
- (c) caused by structural alterations, additions or repairs;
- (d) caused by surface or subterranean excavations, except those performed during mining operations;
- (e) caused by normal settlement, shrinkage or expansion of the buildings.

If we require it, you must prove that the loss or damage you claim for was caused by subsidence or landslip.

## Subsidence or landslip (Limited cover)

We cover loss of or damage to your buildings caused by subsidence or landslip or both. However, we do not cover loss or damage:

- (a) to drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates and fences, driveways, paving, synthetic grass, swimming pool borders or tennis courts;
- (b) caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types;
- (c) caused or made worse by faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any building;
- (d) caused by structural alterations, additions or repairs;
- (e) caused by surface or subterranean excavations other than those performed in the course of mining operations;
- (f) caused by normal settlement, shrinkage or expansion of the building.

If we require it, you must prove that the loss or damage you claim for was caused by subsidence or landslip.

## Inflation protection

The insured amount for the property insured under this section of your policy will increase annually but added monthly in equal portions within the renewal period to cater for the effect of inflation, according to the percentage that we apply at the renewal date.

The percentage we use to make the adjustment is shown in your policy summary. However, your policy summary will not reflect the monthly increase.

No extra premium will be charged during the period of the policy, but the premium will be recalculated each year on the renewal date as shown in your policy summary.

## Debris removal

We cover the necessary costs of removing your damaged buildings from your premises after loss or damage caused by an insured event.

## Rent receivable

We cover the rent payable to you if your private residence is not fit to live in because of an insured event.



This cover will only apply for the period reasonably required to make your private residence suitable to live in again, but is limited to the number of months shown in your policy summary.

Our compensation is limited to the amount shown in your policy summary.

## Alternative accommodation

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

This cover will only apply for the period reasonably required to make your private residence suitable to live in again, but is limited to the number of months shown in your policy summary.

Our compensation is limited to the amount shown in your policy summary.

If "Alternative accommodation" of the Contents section applies to the same insured event, we will compensate you under one of the relevant sections only.

## Mirrors and certain glass

We cover loss of or damage to fixed glass, mirrors or sanitary ware. The glass, mirrors or sanitary ware must be a permanent fixture of your buildings.

However, we do not cover your fixed glass, mirrors or sanitary ware if your private residence is unoccupied and unfurnished for more than 60 consecutive days.

## Loss of water

We cover amounts you owe local authorities for loss of water caused by leaking pipes. This cover is subject to the following conditions:

- (a) the amounts are calculated by the local authorities;
- (b) the reading is at least 50% more than the average reading of the four readings preceding it;
- (c) when a leak is discovered, either by physical evidence or on receipt of an unusually high water account, you have taken immediate steps to trace and repair the leaking pipes.

Our compensation is limited to the amount shown in your policy summary.

However, we do not cover:

- (a) the costs to trace and to repair a leaking pipe;
- (b) more than two separate claims within a 12-month period;  
If there are two separate claims within a 12-month period, the total combined compensation for both claims will be limited to the amount shown in your policy summary.
- (c) loss of water:
  - due to leaking taps, geysers or toilets;
  - from swimming pools or the leaking inlet or outlet pipes thereof;
  - if the private residence has not been occupied for more than 60 consecutive days.

## Tracing of leaks

We cover the fair and reasonable cost of tracing the source of a water, gas or oil leak in your buildings. We also cover any resulting and necessary repairs to floors, walls and ceilings.

The first sign of the leakage must have taken place after the start date of this section. This cover does not include the cost of repairing the leak.

Our compensation is limited to the amount shown in your policy summary.

## Special alterations

We cover the necessary cost to alter the buildings after you had an accident during the period of this policy that leaves you permanently bound to a wheelchair.

Our compensation is limited to the amount shown in your policy summary.

## Emergency accommodation

We cover emergency accommodation for up to two nights if your buildings are not fit to live in because of an insured event. The cover will end as soon as you are able to arrange alternative accommodation while your buildings are made fit to live in again.

Our compensation is limited to the amount shown in your policy summary.

## Building conditions

**Additional conditions, as stated in the client's policy summary, can apply, depending on the type of risk. The listed conditions are examples.**

### Buildings: Average applied

If, according to our calculations, the amount needed to replace all your insured buildings with similar new property at the time of any loss or damage, is more than the insured amount, we will apply average to the claim.

### Surge arrestors

It is a condition of this policy that SABS-approved surge arrestors are installed at your structures as shown in your policy summary.

If you do not comply with this condition, we will not cover your buildings against loss or damage caused by lightning, thunderbolt or power surge.

## Terms and conditions

### Insured amount, basis of indemnity and limit of compensation

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

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

For a single claim or series of claims arising from a single event, our compensation is limited to either:

- (a) the insured amount shown in your policy summary; or
- (b) the limit shown next to the specific cover in your policy summary.

Unless stated otherwise in the wording of the relevant cover, limits of those covers not included in the definition of "Insured event", are additional to the insured amount of your buildings.

### Average explained

If, according to our calculations, the amount needed to replace all your insured property with similar new property at the time of any loss or damage, is more than the insured amount, we will not pay you the full amount of the loss or damage. You will be your own insurer for the difference between the insured amount and the amount needed to replace all the insured property. Therefore, you will be responsible for a proportional share of the loss or damage.

Let us assume you are insured for R1 000 000, but the replacement value of your property is R2 000 000. This means you are only insured for half of the replacement value. You must cover the other half. For example, if you suffer damage to the value of R200 000, we will only pay half of this amount, which is R100 000, which will be calculated as follows:

Insured for:	R1 000 000
Replacement value:	R2 000 000
Claim:	R200 000
Calculation:	Underinsurance = R200 000 x (R1 000 000 / R2 000 000)

We will only pay you R100 000.

If you have more than one structure defined in your policy summary, we will use the combined insured amounts of all the structures on your premises to calculate the application of average, if any.

Your policy summary shows if average applies to the insured buildings.

If your policy summary does not show whether average applies or not, you must assume that average will apply.

If average does not apply to your buildings according to your contract, you must review the replacement value of your insured buildings after additions, alterations or improvements.

## Tenants

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

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

## Interests of others

If the interest of any bank or any other financial institution has been noted in your policy summary as having an interest in the insured property, you agree that we may pay that financial institution to the extent of their interest in the insured property, namely the amount which is owing to the bank or the financial institution or the insured amount shown in your policy summary for buildings, whichever is the lesser.

If you act or omit to act in a way that may make this policy invalid, the interest of the bank or financial institution will not be affected if the following conditions are met:

- (a) the bank or financial institution did not know that you acted or omitted to act in a way that may have made this insurance invalid;
- (b) the bank or financial institution tells us about the act or omission as soon as they become aware of it;
- (c) you pay any extra premium you owe.

## Matching building materials

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

## Buildings exclusions

### Buildings: Loss of water excluded if private residence unoccupied for more than 60 consecutive days

We do not cover loss of water during the period that your private residence is unoccupied for more than sixty consecutive days per renewal period.

## Not covered by this section

None of the following are covered, unless specifically shown otherwise in your policy summary:

- (a) Loss or damage caused by:
  - demolition, alteration, construction, cleaning, renovation, repair, restoration or a similar process;
  - insects or vermin;
  - weeds or roots;
  - storm, wind, water, hail or snow during renovations, additions or extensions if the loss or damage is caused by or made worse by the renovations, additions or extensions;
  - theft or attempted theft while your private residence is lent, let or sublet to a tenant, and the tenant or the tenant's family or anyone else who is linked or connected to the tenant or the tenant's family, is directly or indirectly responsible for such loss or damage.

- (b) Loss or damage caused by or comprising of:
- rot, rising damp, a rise in the water table except as a result of a storm;
  - fungus, mould, infestation;
  - chipping, scratches, disfiguration or discolouration;
  - wear and tear or other gradually operating causes.
- (c) Loss or damage covered by any guarantee, service contract, purchase contract or any purchase agreement.

# ALL RISKS

## Definitions

We have defined words with specific meanings for each section. In this section the words below mean the following:

**Audio-visual equipment** means recording and reproducing equipment which provide sound, or sight or both, including all accessories (e.g. portable electronic gaming consoles, MP3 and MP4 players).

**Camping gear** means the equipment used for setting up temporary shelter for recreational purposes (e.g. tents, sleeping gear, kitchen and cooking gear).

**Collections** mean a group of articles or objects that are meant to be kept together (e.g. coin collections or stamp collections).

**Computer equipment** means electronic devices that process large amounts of data using software (e.g. desktop and tablet computers). Software means organised information in the form of operating systems, programs and applications that enable computers to work. The software must be commercially available with a standard retail pricelist.

**Eyewear** means spectacles, reading glasses, sunglasses or contact lenses.

**Home entertainment devices** mean electronic appliances used for recreational purposes, including all accessories (e.g. televisions and decoders).

**Items in a bank vault** mean any item that you keep in the vault of a registered bank or safekeeping facility for safekeeping.

**Jewellery** means an adornment (such as a bracelet, ring or necklace) made of precious metals and may be set with gems. Jewellery also includes watches.

**Laptop** means portable electronic devices that process large amounts of data using software. Software means organised information in the form of operating systems, programs and applications that enable computers to work. The software must be commercially available with a standard retail pricelist.

**Medical equipment** means equipment or devices designed to aid medical conditions and prescribed or issued by a lawfully registered medical institution or practitioner (e.g. external hearing aids, wheelchairs, prosthetic aids). The equipment or devices must be external and removable and may not be consumed or dissolved in the body.

**Mobile communication devices** mean portable electronic items, used for communication, including all accessories (e.g. cellular phones or GPS's).

**Musical instruments** means instruments used to produce melodic sound, e.g. a guitar. The musical instrument must be officially recognised by an academic institution that offers music as part of its curriculum.

**Personal documents** means personal deeds, wills, agreements, maps, plans, records, books, letters and certificates, but excluding negotiable instruments or share certificates.

**Photographic equipment** means equipment used for the capturing of still or motion photographic images, including all accessories (e.g. a camera and video camera).

**Sports gear** means items that are worn or used in an official sporting activity or game (e.g. golfing equipment like clubs, golfing shoes and carry bag).

**Vehicle sound equipment** means the sound equipment fitted in a vehicle, including all accessories (e.g. car radios or CD players).

**You/your** means the policyholder shown in your policy summary, including your spouse and any other members of your family or your spouse's family who normally live with you.

## All risks cover

Cover under your All risks section is limited to the amounts shown next to each item in your policy summary.

## Claims preparation costs

We will compensate you for costs you incur in producing and certifying any details that we may require to enable us to process any claim you may have under this section of your policy.

This compensation is limited to the amount shown in your policy summary.

## Property specified in your policy summary

We cover property specifically insured under this section. This means that the property must be shown in your policy summary under "All risks" to be covered.

### Collections and personal documents

We cover loss of or damage to your collection(s) or personal documents shown in your policy summary. Our compensation is limited to the amount shown in your policy summary.

Cover is subject to the following:

- (a) the value of a single stamp or coin or a single set of stamps or coins is determined by the current catalogue or pricelist value;
- (b) our compensation for personal documents is limited to the value of the materials and the cost of labour to replace lost or damaged personal documents.

### Bicycles

We cover loss of or damage to your bicycle(s) shown in your policy summary. Cover includes any accessories.

Our compensation is limited to the amount shown in your policy summary.

### Mobile communication devices

We cover loss of or damage to your mobile communication device(s) shown in your policy summary. Cover includes:

- (a) accessories;
- (b) loss or damage caused by mechanical, electrical or electronic breakdown.

Our compensation is limited to the amount shown in your policy summary.

### Audio-visual equipment

We cover loss of or damage to your digital audio-visual equipment shown in your policy summary. Cover includes loss or damage caused by mechanical, electrical or electronic breakdown.

Our compensation is limited to the amount shown in your policy summary.

### Computer equipment

We cover loss of or damage to your computer equipment shown in your policy summary. Cover includes:

- (a) accessories;
- (b) standard software;
- (c) loss or damage caused by mechanical, electrical or electronic breakdown.

Our compensation is limited to the amount shown in your policy summary.

### Laptops

We cover loss of or damage to your laptops shown in your policy summary.

Cover includes:

- (a) accessories;
- (b) standard software;
- (c) loss or damage caused by mechanical, electrical or electronic breakdown.

Our compensation per laptop is limited to the amount next to each item shown in your policy summary.

## Photographic equipment

We cover loss of or damage to your photographic equipment shown in your policy summary. Cover includes:

- (a) accessories;
- (b) loss or damage caused by mechanical, electrical or electronic breakdown.

Our compensation is limited to the amount shown in your policy summary.

## Jewellery

We cover loss of or damage to your jewellery shown in your policy summary.

Our compensation is limited to the amount shown in your policy summary.

## Vehicle sound equipment

We cover loss of or damage to your vehicle sound equipment shown in your policy summary.

Our compensation is limited to the amount shown in your policy summary.

## Musical instruments

We cover loss of or damage to your musical instrument(s) shown in your policy summary.

Our compensation is limited to the amount shown in your policy summary.

## Eyewear

We cover loss of or damage to your eyewear shown in your policy summary.

Our compensation is limited to the amount shown in your policy summary.

## Medical equipment

We cover loss of or damage to your medical equipment shown in your policy summary.

Our compensation is limited to the amount shown in your policy summary.

## Sports gear

We cover loss of or damage to your sports gear shown in your policy summary.

Our compensation is limited to the amount shown in your policy summary.

## Camping gear

We cover loss of or damage to your camping equipment shown in your policy summary.

Our compensation is limited to the amount shown in your policy summary.

## Home entertainment devices

We cover loss of or damage to your home entertainment device(s) shown in your policy summary.

Cover includes:

- (a) accessories;
- (b) loss or damage caused by mechanical, electrical or electronic breakdown;
- (c) television aerials and satellite dishes.

Our compensation is limited to the amount shown in your policy summary.

## Items in a bank vault

We cover loss or damage to your items kept in the vault of a registered bank or safekeeping facility as shown in your policy summary. Our compensation is limited to the amount shown in your policy summary.

Cover is subject to the following conditions:

- (a) you must inform us before you remove the valuable articles from the bank vault;
- (b) while it is removed, you must keep it under strict and high security measure if you don't wear or use it.

If you do not comply with these conditions, we will not cover loss of or damage to your items in a bank vault.

## Specified items not otherwise defined

We cover loss of or damage to your items shown in your policy summary. Our compensation is limited to the amount shown in your policy summary.

## All risks conditions

Additional conditions, as stated in the client's policy summary, can apply to Specified items depending on the risk and/or value. Some examples are provided below:

### Specified items: Jewellery valuation certificate

It is a condition of this policy that you must give us a valuation certificate (dated before an event which leads to a claim) for each of your jewellery items with a value of the amount shown in your policy summary or more.

If you do not comply with this condition, we will not cover your jewellery against loss of or damage.

### Bicycle value validation

We require that you give us a valuation, invoice, price list or catalogue value of the bicycle(s) shown in your policy summary.

If you do not comply with this requirement, we will not cover loss of or damage to the relevant bicycle.

### Specified items: Value valuation for musical instruments

It is a condition of this policy that you must give us a valuation, invoice, price list or catalogue value of the musical instrument(s) shown in your policy summary.

If you do not comply with this condition, we will not cover loss of or damage to the relevant musical instrument.

### Specified items: Safekeeping of jewellery

It is a condition of this policy that if your jewellery items must be locked in a safe or be worn if your private residence is unattended.

Detail of the jewellery and the safe type is shown in your policy summary.

If you do not comply with this condition, we will not cover loss of or damage to your jewellery by theft, attempted theft or burglary.

## Terms and conditions

### Insured amount and basis of indemnity

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

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



## Pairs or sets

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

## Countries

Cover under this section of your policy is worldwide.

## Not covered by this section

The following are not covered:

- (a) theft from a vehicle which is left unattended and where the insured property was not in the locked boot or locked interior of the vehicle;
- (b) the cost of reproduction or repair of data of any kind;
- (c) anything covered by any guarantee, service contract, purchase contract or any purchase agreement of any type;
- (d) property, whether it will be processed or not, obtained with the purpose to dispose of it in a business transaction (for example, to sell it);
- (e) vehicles and all tools, spare parts and accessories related and attached thereto;
- (f) watercraft and all tools, spare parts and accessories related and attached thereto; other than model boats if specified under this section;
- (g) aircraft or other aerial devices and all tools, spare parts and accessories related and attached thereto;
- (h) money, securities for money, deeds, bonds, bills of exchange, promissory notes, cheques, postal and money orders, negotiable documents, travel and other tickets, gift vouchers/cards, manuscripts and rare books;
- (i) depreciation;
- (j) gradual causes (such as wear and tear, rust, mildew, corrosion, decay);
- (k) loss or damage:
  - caused by household pests (such as rodents, ants and moths);
  - caused by cleaning, repairing or restoring;
  - such as mechanical, electrical or electronic breakdown.

However, where it is specifically stated next to your specified item, we will cover damage due to mechanical, electrical or electronic breakdown;

- from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
- due to electronic viruses, Trojans, worms or similar destructive media interferences;
- of glass, glassware or any fragile article due to cracking or scratching unless caused by theft or fire. Jewellery, cameras, television or data- reproduction tubes or screens are not excluded.

# VEHICLES

## Definitions

We have defined words with specific meanings for each section. In this section the words below mean the following:

**Agreed value** means the value we are obliged to pay in the event of a total loss of the vehicle. This value is subject to reasonable deductions for depreciation, wear and tear and other market effects which may influence the value of the vehicle. If the vehicle is insured for agreed value, our compensation is limited to the insured amount shown in your policy summary.

**Car** means a private type of motor car (including station wagons, minibuses, motorised caravans and the like, or similar vehicles) designed to seat ten persons or fewer (including the driver), and not exceeding 3 500kg in gross vehicle mass.

**Caravan** means a wheeled vehicle for living or travelling in, which contains beds and cooking equipment. A caravan is not self-propelled, but is designed or adapted to be towed by a self-propelled vehicle.

**Countries** means the Republic of South Africa, Namibia, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique, Angola, Zambia, Kenya, Tanzania, Burundi, Rwanda, Uganda and the Democratic Republic of the Congo (DRC).

**Disability event** means any event resulting in:

- (a) The loss of a limb or sense organ, or the use thereof by a person; or
- (b) A person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.

**Guaranteed value** means the insured amount shown in your policy summary which we shall pay as compensation if your vehicle is a total loss or if we decide your vehicle is uneconomical to repair. Our compensation is limited to the insured amount shown in your policy summary.

**Licence** means a legally valid driver's licence according to the licence type shown in your policy summary. A person who is learning to drive must have a legally valid learner's licence.

**Light delivery vehicle** means a vehicle designed for the conveyance of persons and freight (including a panel van or double-cab) not exceeding 3 500 kg in gross vehicle mass.

**Market value** means the value at which we will compensate you for the lost or damaged vehicle. This value is based on the cost of a similar vehicle in terms of make, model, odometer reading, condition and prevailing market forces. If the vehicle is insured for market value, we will pay the reasonable market value or the insured amount as shown in your policy summary, whichever is the lowest.

**Motorcycle** means a motorcycle, scooter, scrambler or quad bike.

**Named driver(s)** means the person(s) shown in your policy summary as the only person(s) allowed to drive your vehicle.

**Personal documents** means identity documents, passports, visas, vaccination certificates, printed road maps or permits which allow your vehicle entry into or exit from countries.

**Regular driver** means the person shown in your policy summary who drives your vehicle most frequently.

**Riot/strike** means civil commotion, labour disturbances, riot, strike or lockout, public disorder or any act or activity which is calculated or directed to bring about any of these. This includes loss or damage caused by the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with riot or strike.

**Special vehicle** means golf cars, shopping riders or ride-on mowers.

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

**Vehicle** means any car, light delivery vehicle, trailer, caravan or motorcycle not insured under this section.

**Vehicle sharing** means carrying of passengers for social reasons (inclusive of learner commuting) and commuting to and from work in your vehicle, which is not registered or licensed for commuting purposes.

**You/your** means the policyholder name shown in your policy summary, your spouse, named driver and regular driver named in your policy summary.

**Your vehicle** means the car, light delivery vehicle, trailer, caravan or motorcycle described in your policy summary. This includes the standard tools, accessories and spare parts in or on it, as well as other extra accessories and parts of the vehicle while fitted to it.

**Write off** means that the vehicle has been damaged to such an extent that it is not economically viable or safe to repair.

## Property insured

The cover below applies to all your vehicles shown in your policy summary.

### Claims preparation costs

We will compensate you for costs you incur in producing and certifying any details that we may require to enable us to process any claim you may have under this section of your policy.

This compensation is limited to the amount shown in your policy summary.

### Personal accident

We cover your accidental death or permanent disability caused directly by bodily injury within 12 months of any vehicle shown in your policy summary having been involved in a vehicle accident.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your policy summary.

This compensation will be paid as follows:

- (a) in the event of your death we will pay your estate the amount shown in your policy summary next to your name;
- (b) in the event of your permanent disability we will pay a percentage of the amount shown in your policy summary next to your name.

The percentage that will apply will be calculated according to the following compensation scale:

DESCRIPTION OF PERMANENT DISABILITY	PERCENTAGE
Loss by physical separation at or above the wrist or ankle	100%
Loss of four fingers of one hand	70%
Loss of thumb	
• both phalanges	25%
• one phalanx	10%
Loss of finger	
• three phalanges	10%
• two phalanges	8%
• one phalanx	4%
Loss of metacarpals	
• first or second (additional)	3%
• third, fourth or fifth (additional)	2%
Loss of toes	
• all of one foot	30%
• big (both phalanges)	15%
• big (one phalanx)	2%
• other than big, if more than one toe lost, each	1%
Loss of hearing	
• both ears	80%

• one ear	25%
Total and irreparable loss of sight in one or both eyes	100%
Loss of:	
• sight, except perception of light	75%
• lens of eye	75%
Total paralysis or being permanently bedridden	100%
Total disablement from ever continuing the occupation or doing the normal work you have been trained for or have knowledge of	100%

Permanent total loss of use of a limb will be treated as loss of the limb.

Where this compensation scale does not provide for a particular permanent disability, we will consider compensation for the permanent disability if, in our opinion, it does not contradict the scale of benefits.

## Type of cover

Your cover for each vehicle insured under this section depends on the limit of compensation and the type of cover you have chosen. Details of your vehicle and type of cover are shown in your policy summary.

### Comprehensive

If the cover type next to your vehicle shown in your policy summary is "Comprehensive", we cover accidental loss of or damage to your vehicle.

If we decide that it is not economical to repair your vehicle, our compensation will be:

- (a) the reasonable market value of your vehicle at the time of the loss or damage; or
- (b) the insured amount for your vehicle shown in your policy summary, whichever is the lowest.

Cover includes amounts for which you are legally liable to a third party if the liability relates to your vehicle.

### Limited (fire, theft and hijacking)

If the cover type next to your vehicle shown in your policy summary is "Limited", we cover accidental loss of or damage to your vehicle caused by fire, lightning, explosion, theft or hijacking or any attempted theft or hijacking.

If we decide that it is not economical to repair your vehicle, our compensation will be:

- (a) the reasonable market value of your vehicle at the time of the loss or damage; or
- (b) the insured amount for your vehicle shown in your policy summary, whichever is the lowest.

Cover includes amounts for which you are legally liable to a third party if the liability relates to your vehicle.

### Third party only

If the cover type next to your vehicle shown in your policy summary is "Third party only", we cover amounts for which you are legally liable to a third party if the liability relates to your vehicle.

## Vehicle cover

The cover below applies to your vehicles as shown in your policy summary.

Where a vehicle is covered against a specific cover, it will be shown in your policy summary.

## Optional cover *(heading does not print in policy contract)*

### Contents of caravans or trailers (if applicable)

We cover loss of or damage to the contents of your caravan or trailer, while the contents are kept in the caravan or its side tent or in the trailer or its tent. The basis of indemnity for the loss of or damage to the insured property will be the replacement value of similar new property, limited to the insured amount shown in your policy summary.

However, we do not cover:

- (a) fixtures and fittings;
- (b) loss of or damage to tools or goods and samples relating to a business, trade or occupation;
- (c) damage to glass, glassware or other breakable articles, due to cracking, scratching or breakage, unless your caravan or trailer was involved in an accident.

A claim under this cover will not affect your no-claim bonus.

### Contents of 4X4 or off-road vehicles (if applicable)

We cover loss of or damage to the contents of your 4X4 or off-road vehicle, while the contents are kept in your vehicle or its side tent. The basis of indemnity for the loss of or damage to the insured property will be the replacement value of similar new property, limited to the insured amount shown in your policy summary.

However, we do not cover:

- (a) fixtures and fittings of your 4X4 or off-road vehicle;
- (b) loss of or damage to tools or goods and samples relating to a business, trade or occupation;
- (c) damage to glass, glassware or other breakable articles, due to cracking, scratching or breakage, unless your vehicle was involved in an accident.

A claim under this cover will not affect your no-claim bonus.

### Cover for credit shortfall (without residual) – if applicable

We cover the difference between the value of your vehicle as shown in your policy summary and the outstanding settlement value in terms of a credit agreement that you entered into.

We will pay this difference only if we accept a claim for your vehicle which was either:

- (a) in our opinion beyond economic repair following loss or damage; or
- (b) stolen and not recovered within a reasonable period.

The credit agreement that you entered into must fall under the definition of credit agreement given in the National Credit Act (Act 34 of 2005).

Our compensation is limited to any amount still outstanding on your credit agreement less:

- (a) any arrear instalments or rentals, including interest payable on the arrears;
- (b) all refunds of premium for cancellation of any insurance cover relating to your vehicle;
- (c) 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. This applies if you had arranged to pay lower instalments for an initial period and a higher instalment at a later stage. In this case, we will not compensate you for the remaining amount you owe. We will only compensate you for what you still would have owed if you had arranged to pay back the loan in equal instalments over the term of the loan.

### Cover for credit shortfall (with residual) – if applicable

We cover the difference between the value of your vehicle as shown in your policy summary and the outstanding settlement value in terms of a credit agreement that you entered into.

We will pay this difference only if we accept a claim for your vehicle which was either:

- (a) in our opinion beyond economic repair following loss or damage; or
- (b) stolen and not recovered within a reasonable period.

The credit agreement that you entered into must fall under the definition of credit agreement given in the National Credit Act (Act 34 of 2005).

Our compensation is limited to any amount still outstanding on your credit agreement less:

- (a) any arrear instalments or rentals, including interest payable on the arrears;
- (b) all refunds of premium for cancellation of any insurance cover relating to your vehicle. The percentage of the residual value is shown in your policy summary.

## Car hire (if applicable)

We will facilitate a hired vehicle for you if your car or light delivery vehicle is unusable or being repaired after a claim we have accepted under this section of your policy.

We will facilitate the hired vehicle only after we have received full information about the loss or damage.

We will not facilitate the hired vehicle for longer than the number of days shown in your policy summary. The arrangement will end at the earliest of the following dates:

- (a) the date on which your car or light delivery vehicle is repaired to your satisfaction, if we have authorised its repair;
- (b) the date on which we settle your claim by a cash payment;
- (c) the date on which we replace your car or light delivery vehicle.

### The facilitated car hire by Santam with the car rental company includes:

- (a) a vehicle according to your selection of the vehicle class shown in your policy summary (subject to availability);
- (b) unlimited kilometres;
- (c) limited cover for accident or theft of the hired vehicle as contained in the car rental contract;
- (d) airport surcharge;
- (e) tourism levy (if applicable in the car rental contract);
- (f) delivery or collection within the kilometre limit of the car hire company;
- (g) any two declared drivers.

### However, the following costs are for your own account:

- (a) delivery or collection fees when the kilometre limit of the car hire company is exceeded;
- (b) the cost of any extra declared drivers;
- (c) one-way drop-off fees;
- (d) car rental deposit;
- (e) traffic fines;
- (f) toll-fees;
- (g) administration fees for traffic fines;
- (h) accident administration fees;
- (i) breakage of windscreens or windows;
- (j) any excess included in any policy covering the hired vehicle, except for the amount shown in your policy summary for "Difference in excess for a rental vehicle";
- (k) water and undercarriage damage;
- (l) costs associated with the operation of the hired vehicle;
- (m) the difference in costs between the car hire group you selected and a more expensive car-hire group.

### The facilitated car hire is subject to the following specific conditions:

- (a) you must have a valid credit card issued in your name with which to pay the car hire company for fees and excesses we do not cover. It is your responsibility to find out these costs when you take delivery of the hired vehicle;
- (b) we will facilitate the hired vehicle for you only in the Republic of South Africa. If you need a hired vehicle in any of the other countries, you may hire the vehicle from a registered car hire company in those countries. You must pay for it and send us a copy of the invoice. When we receive the invoice, we will compensate you. We will not compensate you for more than the amount that would have been payable per day if we had facilitated the hired vehicle in the Republic of South Africa.

### This facilitated car hire is subject to the terms and conditions of the rental contract as agreed to between you and the car rental company.

If your policy summary shows a daily limit, we cover the hiring of a vehicle in the event that your vehicle is unusable or being repaired after a claim we have accepted under this section of your policy.

We will compensate you only after we have received full information about the loss or damage.

If the loss or damage occurred in the Republic of South Africa, we will compensate you after a claim we have accepted under this section of your policy.

If the loss or damage occurred outside the Republic of South Africa, you must pay for the vehicle hire and send us a copy of the invoice. We will compensate you as soon as we receive the invoice.

We will not compensate you for longer than the number of days shown in your policy summary. Our compensation for vehicle hire is limited to the daily limit shown in your policy summary.

This cover will end at the earliest of the following dates:

- (a) the date on which your vehicle is repaired to your satisfaction, if we have authorised its repair;
- (b) the date on which we settle your claim by a cash payment;
- (c) the date on which we replace your vehicle.

## 4X4 and off-road cover (if applicable)

The following covers apply to your 4X4 or off-road vehicle shown in your policy summary.

### 4X4 Vehicle hire

We cover the hiring of a vehicle if your vehicle is unusable or being repaired after a claim we have accepted under this section of your policy.

We will compensate you only after we have received full information about the loss or damage.

If the loss or damage occurred in the Republic of South Africa, we will arrange a hired vehicle for you after a claim we have accepted under this section of your policy.

If the loss or damage occurred outside the Republic of South Africa, you must pay for the vehicle hire and send us a copy of the invoice. We will compensate you as soon as we receive the invoice.

Our compensation for vehicle hire is limited to the daily limit shown in your policy summary. We will not compensate you for longer than the number of days shown in your policy summary. Our compensation ends at the earliest of the following dates:

- (a) the date on which your vehicle is repaired to your satisfaction, if we have authorised its repair;
- (b) the date on which we settle your claim by a cash payment;
- (c) the date on which we replace your vehicle.

### Emergency repairs for 4X4 and off-road cover

We cover emergency repairs to allow you to continue your journey if you have a valid claim for your vehicle under this section. You may authorise these emergency repairs, without first obtaining our approval, only if the repairer gives you a full itemised invoice, which must be sent to us.

Our compensation is limited to the amount shown in your policy summary.

### Tow-in cost and safeguarding after mechanical breakdown for 4X4 and off-road cover

We cover the reasonable costs of safeguarding and moving your vehicle if it has a mechanical or electrical breakdown.

This cover applies only once during any renewal period.

Our compensation is limited to the amount shown in your policy summary. This is the only cover under this section where we will compensate you for loss or damage caused by mechanical or electrical breakdown.

A claim under this cover will not affect your no-claim bonus.

### Vehicle keys for 4X4 and off-road cover

We cover loss of or damage to keys (including related locks which must be replaced due to the loss or damage), locks, access cards and remote-control units used in connection with your vehicle and if necessary, the reprogramming of any coded security system of your vehicle. Our compensation includes the reasonable costs you incur for calling out a locksmith due to an emergency caused by such loss or damage.

Cover for vehicle keys are worldwide.

Our compensation is limited to the amount shown in your policy summary. A claim under this cover will not affect your no-claim bonus.

### **Emergency expenses of passengers for 4X4 and off-road cover (your family)**

We cover emergency expenses of passengers after they sustained bodily injury while travelling in your vehicle, which was involved in an accident or hijacking incident.

This cover is subject to the following conditions:

- (a) the passenger is a member of your family who normally lives with you;
- (b) at the time of the injury, your family member must be seated in your vehicle's permanent enclosed passenger-carrying compartment;
- (c) you incurred and paid for the emergency expenses;
- (d) there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary.

### **Emergency expenses of passengers for 4X4 and off-road cover**

We cover emergency expenses of passengers after they sustained bodily injury while travelling in your vehicle, which was involved in an accident or hijacking incident.

This cover is subject to the following conditions:

- (a) at the time of the injury, the passenger must be seated in your vehicle's permanent enclosed passenger-carrying compartment;
- (b) the passenger is not a member of your family who normally lives with you;
- (c) you incurred and paid for the emergency expenses;
- (d) there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary.

### **Emergency accommodation for 4X4 and off-road cover**

We cover emergency accommodation for you and your passengers for up to two nights if you cannot complete your journey because your vehicle is lost or damaged.

This cover will not apply if you claim for tow-in cost and safeguarding after mechanical breakdown of your vehicle.

Our compensation is limited to the amount shown in your policy summary.

### **Trauma treatment for 4X4 and off-road cover**

We cover the costs of trauma treatment which amounted to a disability event sustained as a direct result of an accident, hijacking or attempted hijacking of your vehicle or a vehicle not shown in your policy summary.

This cover is subject to the following conditions:

- (a) the trauma treatment must be given by a registered professional counsellor;
- (b) you must incur and pay for the costs;
- (c) it must not be possible to recover the expenses from any other insurance or facility. Our compensation is limited to the amount shown in your policy summary.

A claim under this cover will not affect your no-claim bonus.

### **Winching equipment for 4X4 and off-road cover**

We cover sudden and unforeseen mechanical or electrical breakdown, failure, or breakage of the winching equipment of your vehicle.

Our compensation is limited to the amount shown in your policy summary. However, we do not cover breakdown, failure or breakage:

- (a) associated with defective design, defective parts, defective repair or operation of the winching equipment beyond the stipulated levels recommended by the manufacturer or supplier;
- (b) caused by wear, tear or gradual deterioration of the equipment's consumable parts or components, or cable or coupling devices.

A claim under this cover will not affect your no-claim bonus.



## Personal documents

We cover loss of or damage to personal documents.

Our compensation is limited to the amount shown in your policy summary. A claim under this cover will not affect your no-claim bonus.

## Head, tail or spotlights for 4X4 and off-road cover

We cover the costs of replacing any accidentally damaged head, tail or fitted spotlights even if there is no other damage to your vehicle.

A claim under this cover will not affect your no-claim bonus.

## Classic vehicle cover (if applicable)

The following covers apply to your classic vehicle shown in your policy summary.

### Imported parts

We cover the cost of importing a part if your vehicle is accidentally damaged and a part that is required to repair it, is not readily available in the Republic of South Africa.

Our compensation per event is limited to the amount shown in your policy summary.

However, we do not cover any additional costs you must pay because the part is not readily available.

### Temporarily detached parts

We cover loss of or damage to parts that were temporarily removed or detached from your vehicle. This cover is subject to the following conditions:

- (a) the parts were removed or detached for service or repair;
- (b) the parts were in your care or control or with an approved repairer; and
- (c) the parts were kept in a locked garage or repair facility.

Our compensation is limited to the amount shown in your policy summary.

### The following conditions may be applicable:

#### Vehicle: Mileage

The annual mileage your vehicle is allowed to travel is shown in your policy summary. The mileage is calculated from the start date of your policy to the renewal date and each period of insurance after that.

We will not cover any loss of or damage to your vehicle if you travel more than the annual mileage shown in your policy summary.

#### Vehicle: Fire extinguisher

It is a condition of this policy that a fire extinguisher must be installed in your vehicle.

If you do not comply with this condition, we will not cover loss of or damage to your vehicle caused by fire.

## Riot and strike (if applicable)

We cover loss or damage to your vehicle caused by riot or strike. However, we do not cover:

- (a) loss or damage incurred in the Republic of South Africa or Namibia;
- (b) loss or damage incurred outside the countries shown in your policy summary;
- (c) consequential or indirect loss or damage of any kind;
- (d) loss or damage resulting from confiscation, commandeering or requisition by any lawful authority.

This cover is subject to all the terms and conditions, and exclusions of your policy contract.

If we require it, you must prove that the loss or damage you claim for was caused by riot or strike.

## Accidental damage to tyres (if applicable)

We cover accidental damage to the tyres fitted to your vehicle.

Our compensation is limited to the amount shown in your policy summary. However, we do not cover the following:

- (a) Any damage to the tyres:
- if the vehicle is used for 4X4 or off-road activities;
  - caused by any safety device or mechanism built into or fitted in the tyres or the vehicle itself; with a tread depth of less than 1mm;
  - caused by an accident involving the vehicle to which the tyres are fitted;
  - caused by faulty wheel balance or alignment;
  - that are retreads. Retreads are tyres that have been given a new rubber tread;
  - covered by any guarantee, purchase contract or service agreement of any type;
  - caused by defective manufacturing or faulty fitment;
  - that were not fitted to the vehicle when the damage occurred.
- (b) Any damage to the vehicle or safety devices fitted into or on the tyres.
- (c) Any liability whatsoever.

This cover is subject to all the terms and conditions, and exclusions of your policy contract.

Exclusions (d) and (e) under "Loss or damage to your vehicle" shall not apply to this cover.

A claim under this cover will not affect your no-claim bonus.

### Accidental damage to rims (if applicable)

Our compensation for accidental damage to your tyres includes accidental damage to rims.

Our compensation is limited to the amount shown in your policy summary.

A claim under this cover will not affect your no-claim bonus.

### Tools, spare parts and travel accessories (if applicable)

We cover loss of or damage to tools, spare parts and travel accessories (like seat covers, rubber mats, towing ropes and sun shields) while they are in your vehicle.

Our compensation is limited to the amount shown in your policy summary.

### Specified accessories (if applicable)

We cover loss of or damage to accessories that form part of your vehicle.

We also cover the accessories when it is temporarily removed from your vehicle. Detail of the specified accessories is shown in your policy summary.

Our compensation is limited to the amount shown next to each specified item in your policy summary.

### Essential cover *(heading does not print in policy contract)*

#### Tow-in cost and safeguarding

We cover the reasonable costs to safeguard your vehicle and move it to the closest repairer if you have a valid claim for your vehicle under this section.

This cover is restricted to the Republic of South Africa, Namibia, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi and Mozambique.

#### Emergency repairs

We cover emergency repairs to allow you to continue your journey if you have a valid claim for your vehicle under this section. You may authorise these emergency repairs, without first obtaining our approval, only if the repairer gives you a full itemised invoice, which must be sent to us.

Our compensation is limited to the amount shown in your policy summary.

## Delivery after repairs

We cover the reasonable costs to deliver your vehicle to your physical address as shown in your policy summary after the completion of our authorised repairs.

## Tow-in cost and safeguarding after mechanical breakdown

We cover the reasonable costs of safeguarding and moving your vehicle if it has a mechanical or electrical breakdown. This cover applies only once during any renewal period.

Our compensation is limited to the amount shown in your policy summary.

This is the only cover under this section where we will compensate you for loss or damage caused by mechanical or electrical breakdown.

A claim under this cover will not affect your no-claim bonus.

## Vehicle transfer cover

We cover loss of or damage to any vehicle you have purchased, but only for the first 72 hours after you have taken physical possession of the vehicle.

This cover is subject to the following conditions:

- (a) you have purchased the vehicle from a member of the motor trade;
- (b) the seller has no insurance that covers the vehicle;
- (c) you have at least one vehicle insured for comprehensive cover under this policy;
- (d) you add the vehicle for comprehensive cover under this policy before we will handle your claim.

If we decide that it is not economical to repair your vehicle, our compensation will be:

- (a) the reasonable market value of your vehicle at the time of the loss or damage; or
- (b) the insured amount for your vehicle shown in your policy summary, whichever is the lowest.

## Replacement of your car or light delivery vehicle

We may replace your car or light delivery vehicle with a similar make and model. This cover is subject to the following conditions:

- (a) you have a valid claim for your car or light delivery vehicle under this section; and
- (b) we decide that it is not economical to repair your car or light delivery vehicle; or
- (c) your car or light delivery vehicle is stolen and not recovered within a reasonable period; and
- (d) your car or light delivery vehicle is not more than 24 months old from the date of first registration; and
- (e) your car or light delivery vehicle has travelled less than 60 000 kilometres; and
- (f) a similar new car or light delivery vehicle is available on the local new-vehicle market.

If you prefer that we do not replace your car or light delivery vehicle with a similar make and model, our compensation will be limited to the insured amount of your vehicle shown in your policy summary.

## Difference in excess cover for a rented vehicle

We cover the difference between your basic excess and that of a vehicle you rented after the rental vehicle was stolen or involved in an accident.

This cover is subject to the following conditions:

- (a) your vehicle has comprehensive cover under this section;
- (b) you must have a valid claim for your vehicle under this section;
- (c) you rented a substitute vehicle or we arranged a rental vehicle for you;
- (d) you have taken the insurance protection offered by the car hire company.

Our compensation is limited to the amount shown in your policy summary.

A claim under this cover will not affect your no-claim bonus.

## Vehicle keys

We cover loss of or damage to keys (including related locks which must be replaced due to the loss or damage), locks, access cards and remote-control units used in connection with your vehicle. If necessary, we also cover the reprogramming of any coded security system of your vehicle.

Our compensation includes the reasonable costs you incur for calling out a locksmith due to an emergency caused by such loss or damage.

Cover for vehicle keys are worldwide.

Our compensation is limited to the amount shown in your policy summary. A claim under this cover will not affect your no-claim bonus.

## Repatriation costs

We cover the reasonable costs of returning your vehicle to the Republic of South Africa after a valid accident claim under this section.

The countries to which this cover applies, are shown in your policy summary.

Our compensation is limited to the amount shown in your policy summary.

## Fire extinguishing costs

We cover costs relating to extinguishing or fighting fire if the fire posed a danger to your vehicle and if you are legally liable for these costs.

Our compensation is limited to the amount shown in your policy summary. A claim under this cover will not affect your no-claim bonus.

## Emergency accommodation

We cover emergency accommodation for you and your passengers for up to two nights if you cannot complete your journey because your vehicle is lost or damaged.

This cover will not apply if you claim for tow-in cost and safeguarding after mechanical breakdown of your vehicle.

Our compensation is limited to the amount shown in your policy summary.

## Emergency expenses of passengers

We cover emergency expenses of passengers after they sustained bodily injury while travelling in your vehicle, which was involved in an accident or hijacking incident.

This cover is subject to the following conditions:

- (a) at the time of the injury, the passenger must be seated in your vehicle's permanent enclosed passenger-carrying compartment;
- (b) the passenger is not a member of your family who normally lives with you;
- (c) you incurred and paid for the emergency expenses;
- (d) there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary.

## Emergency costs

We cover costs you must pay to any public authority for emergency services after loss of or damage to your vehicle.

Our compensation is limited to the amount shown in your policy summary.

## Recovery costs

We cover the reasonable costs you incur with our written consent to recover your vehicle when it is found after it has been stolen or hijacked.

This cover only applies if your vehicle is covered against theft or hijacking. Our compensation is limited to the amount shown in your policy summary.

## Emergency expenses of passengers (your family)

We cover emergency expenses of passengers after they sustained bodily injury while travelling in your vehicle, which was involved in an accident or hijacking incident.

This cover is subject to the following conditions:

- (a) the passenger is a member of your family who normally lives with you;
- (b) at the time of the injury, your family member must be seated in your vehicle's permanent enclosed passenger-carrying compartment;
- (c) you incurred and paid for the emergency expenses;
- (d) there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary. A claim under this cover will not affect your no-claim bonus.

## Trauma treatment

We cover the costs of trauma treatment which amounted to a disability event sustained as a direct result of an accident, hijacking or attempted hijacking of your vehicle or a vehicle not shown in your policy summary.

This cover is subject to the following conditions:

- (a) the trauma treatment must be given by a registered professional counsellor;
- (b) you must incur and pay for the costs;
- (c) it must not be possible to recover the expenses from any other insurance or facility.

Our compensation is limited to the amount shown in your policy summary.

A claim under this cover will not affect your no-claim bonus.

## Wreckage removal

We cover the reasonable costs of cleaning up and removing debris and wreckage of your vehicle if you have a valid claim for your vehicle.

## Car hire

We will arrange a hired vehicle for you if your car or light delivery vehicle is unusable or being repaired after a claim we have accepted under this section of your policy.

We will arrange the hired vehicle only after we have received full information about the loss or damage.

We will not arrange the hired vehicle for longer than the number of days shown in your policy summary. The arrangement will end at the earliest of the following dates:

- (a) the date on which your car or light delivery vehicle is repaired to your satisfaction, if we have authorised its repair;
- (b) the date on which we settle your claim by a cash payment;
- (c) the date on which we replace your car or light delivery vehicle.

### **This cover includes:**

- (a) a vehicle according to the vehicle class shown in your policy summary (subject to availability);
- (b) unlimited kilometres;
- (c) insurance cover for accident or theft of the hired vehicle;
- (d) airport surcharge;
- (e) tourism levy;
- (f) delivery or collection during office hours (9:00 to 16:00) irrespective of the distance;

- (g) any two declared drivers.

**However, we do not pay for the following:**

- (a) delivery or collection fees after hours, over weekends or public holidays, irrespective of the distance;
- (b) the cost of any extra declared drivers;
- (c) one-way drop-off fees;
- (d) car rental deposit;
- (e) traffic fines;
- (f) administration fees for traffic fines;
- (g) accident administration fees;
- (h) breakage of windscreens or windows;
- (i) any excess included in any policy covering the hired vehicle, except for the amount shown in your policy summary for "*Difference in excess for a rental vehicle*";
- (j) water and undercarriage damage;
- (k) costs associated with the operation of the hired vehicle;
- (l) the difference in costs between the car hire group shown in your policy summary and a more expensive car-hire group.

**Cover is subject to the following conditions:**

- (a) You must have a valid credit card issued in your name with which to pay car hire company for fees and excesses we do not cover. It is your responsibility to find out these costs when you take delivery of the hired vehicle.
- (b) We will arrange the hired vehicle for you only in the Republic of South Africa. If you need a hired vehicle in any of the other countries, you may hire the vehicle from a registered car hire company in those countries. You must pay for it and send us a copy of the invoice. When we receive the invoice, we will compensate you. We will not compensate you for more than the amount that would have been payable per day if we had arranged the hired vehicle in the Republic of South Africa.

## Vehicle liability

**Applicable to cars, LDVs, motorcycles, caravan, trailers and special vehicles.**

**(a) Limit of compensation**

We cover amounts for which you are legally liable to a third party due to an event which happens or arises in connection with your use of your vehicle.

Our compensation is limited to the amount shown in your policy summary.

The limit includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

**(b) Legal liability to third parties**

We cover amounts for which you are legally liable to a third party due to an event which happens or arises in connection with:

- your use of your vehicle;
- using your vehicle to tow any single vehicle, trailer or caravan;
- the loading of any load onto or off your vehicle.

**(c) Legal liability to third parties if a person other than you uses your vehicle**

We will compensate any person, other than you, for amounts they are legally liable to a third party due to an event which happens or arises from the other person's use of your vehicle, including the loading of any load onto or off your vehicle.

This legal liability cover is subject to the following conditions:

- the other person complies with all the applicable Terms and Conditions of this policy;

- the other person was using your vehicle with your express permission;
- the other person is not entitled to compensation for the third party claim by any other insurance policy;
- the other person was not refused vehicle insurance or the continuation of any vehicle insurance during the three years before the date of the event.

**(d) Legal liability to third parties arising out of you using a vehicle not shown in your policy summary**

We cover amounts for which you are legally liable to a third party due to an event which happens or arises in connection with:

- your use of the vehicle;
- the towing of a vehicle, trailer or caravan by the vehicle;
- the loading of any load onto or off the vehicle you are using.

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

This legal liability cover is subject to the following conditions:

- you drive the vehicle;
- the vehicle you are using is a car, a light delivery vehicle, a caravan, a trailer or a motorcycle;
- you do not own the vehicle;
- you do not lease the vehicle;
- you do not hire the vehicle;
- you are not purchasing the vehicle in terms of any credit agreement.

**(e) Representation or defence**

We are entitled to arrange representations or defences that are the subject of any compensation under this section.

This includes:

- representation at any legal autopsy or inquest relating to any death;
- the defence for any action which is the cause of or related to any event.

## Passenger liability for cars or LDVs

We cover amounts for which you are legally liable due to accidental death, bodily injury and emotional shock or trauma to a person who, at the time of the event, is transported as a passenger in your vehicle.

This cover applies to the countries defined in this policy excluding the Republic of South Africa.

Our compensation is limited to the amount shown in your policy summary.

## Passenger liability for motorcycles

We cover amounts for which you are legally liable due to accidental death, bodily injury and emotional shock or trauma to a person who, at the time of the event, is transported as a passenger in your vehicle.

This cover applies to the countries defined in this policy excluding the Republic of South Africa.

Our compensation is limited to the amount shown in your policy summary.

## Passenger liability for special vehicles

We cover amounts for which you are legally liable due to accidental death, bodily injury and emotional shock or trauma to a person who, at the time of the event, is transported as a passenger in your vehicle.

This cover applies to the countries defined in this policy excluding the Republic of South Africa.

Our compensation is limited to the amount shown in your policy summary.

## Passenger liability in or on the load body of light delivery vehicles

We cover amounts for which you are legally liable due to accidental death, bodily injury and emotional shock or trauma to a person who, at the time of the event, is transported as a passenger in your vehicle.

This cover applies to the countries defined in this policy excluding the Republic of South Africa.

Our compensation is limited to the amount shown in your policy summary.

## Vehicle conditions

Additional conditions can apply to a specific vehicle as part of underwriting and will show in the policy summary.

Some examples are provided below:

### Vehicle: Tracking device

It is a condition of this policy that you must have an accredited tracking device installed in or on your vehicle. The tracking device must comply with the following conditions:

- (a) a legally valid contract must be entered into between you and the supplier of the tracking device, this contract is in force, and the monthly fees must be paid in full at the time of any theft or hijacking or attempted theft or hijacking;
- (b) the tracking device is activated and in operation at the time of any theft, hijacking or attempted theft or hijacking;
- (c) the theft or hijacking is immediately reported to the supplier of the required tracking device;
- (d) either the tracking device is self-testing, or you have arranged that it is tested at least once every six months.

If you do not comply with this condition, we will not cover loss of or damage to your vehicle caused by theft or hijacking of your vehicle.

### Vehicle: Golf cars

If your vehicle is shown in your policy summary as a "Golf Car" and the driver does not have a valid driver's license, we will cover loss of or damage to your vehicle subject to the following conditions:

- (a) the driver is 16 years or older; and
- (b) your vehicle is used on a golf course.

### Vehicle: Ride-on mower, shopping rider or quad bike

If your vehicle is shown in your policy summary as a "Ride-on Mower", "Shopping Rider" or "Quad Bike" and the driver does not have a valid driver's license, we will cover loss of or damage to your vehicle subject to the following conditions:

- (a) the driver is 16 years or older; and
- (b) your vehicle is not used on a public road.

## Terms and conditions

### Class of use: Private

If the use of your vehicle is shown in your policy summary as "Private", it may be used for social and domestic purposes and for purposes of pleasure.

Your vehicle may also be used for your profession and journeys between your place of residence and permanent place of business.

It may also be used for the purpose of business, trade or occupation, but only in exceptional circumstances.

If you use your vehicle for business, trade or occupation regularly, for example, you use it for business once or twice every week, it will not be covered under the Private class of use.

### Class of use: Business

If the use of your vehicle is shown in your policy summary as "Business", it may be used for social, domestic, pleasure, business, trade or occupational purposes.

### Class of use: Farming

If the use of your vehicle is shown in your policy summary as "Farming", it may be used for social, domestic purposes, or for purposes of pleasure and farming.



## Unavailable parts

If a part that is needed to repair your vehicle after loss or damage has occurred, is not available as a standard (ready-made) part in the Republic of South Africa, we will pay an amount equal to the value of the part at the time of the loss or damage.

The value of the part will be determined according to the price provided in the most recent catalogue or price list relative to your vehicle.

Your vehicle must be the subject of a valid claim.

The amount includes the reasonable cost to transport the part (other than by air).

## Interest of a title holder

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

If the outstanding amount is less than the insured amount for your vehicle as shown in your policy summary, we will pay the difference to you.

## No-claim bonus (NCB)

A no-claim bonus applies to this section of your policy.

If you have not claimed during any renewal period of this policy, you may earn a discount on your premium according to our scale of premiums.

However, if we settle any number of claims, we will adjust the premium according to our NCB scale.

## Not covered by this section

### Use of your vehicle

Irrespective of the class of use shown in your policy summary, we do not cover your vehicle against loss, damage or liability if it is used for any of the following:

- (a) hiring;
- (b) carrying passengers for hire or passengers who pay a fare (other than vehicle sharing to conserve fuel);
- (c) driving instruction for reward;
- (d) towing another vehicle for reward;
- (e) racing anywhere;
- (f) on a race track, circuit or test circuit;
- (g) speed trials or speed-testing anywhere;
- (h) rallying or competitions involving timing;
- (i) carrying explosives, hazardous substances/materials that require permission or permits from authorities;
- (j) carrying more passengers or weight than your vehicle is licensed or designed to carry;
- (k) if your vehicle is a caravan or trailer, used for any business, trade or occupation or the carriage of any passengers;
- (l) if your vehicle is used for any purpose not described in the class of use for the specific vehicle.

### Loss of or damage to your vehicle

We do not cover the following (unless specifically included in your policy summary):

- (a) mechanical, electric or electronic breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
- (b) depreciation in value whether from repairs or otherwise;
- (c) gradual damage (such as wear, tear, rust, mildew, corrosion, decay);

- (d) damage to tyres caused by the application of brakes or by punctures;
- (e) cuts to or bursting of tyres caused by road hazards;
- (f) damage to the suspension system due to unevenness of the road or other surface or due to impact with such unevenness;
- (g) loss or damage from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
- (h) loss of or damage to your vehicle anywhere outside the countries;
- (i) loss of or damage to your vehicle while it is in the possession, custody or control of a member of the motor trade, except for the purpose of maintenance or repair.

## Vehicle liability

We do not cover the following (unless specifically included in your policy summary):

- (a) The amount of any compensation payable by any compulsory motor vehicle insurance legislation. This exclusion applies regardless of whether the applicable legislation is unable to or incapable of providing compensation.
- (b) Your legal responsibility arising from :
  - using any tool or plant (including any machinery) attached to your vehicle;
  - death, bodily injury and emotional shock or trauma to any person in the Republic of South Africa;
  - damage to property belonging to you or held in trust by you or in your custody or control;
  - damage to property conveyed by or loaded onto or unloaded from your vehicle or a vehicle not shown in your policy summary;
- (c) legal costs and expenses incurred after the date that we paid or offered to pay the full amount of a claim, a lesser amount needed to settle a claim, or the maximum amount for which we are liable for a claim;
- (d) where the regular driver is not the policyholder (whose name is shown in your policy summary) or spouse or any member of your family or your spouse's family who normally lives with you, the legal liability of the regular driver if the regular driver uses a vehicle not shown in your policy summary.

## Loss of or damage to your vehicle or a vehicle not shown in the policy summary, as well as vehicle liability

We do not cover loss of or damage to your vehicle or a vehicle not shown in the policy summary or liability incurred:

- (a) if you used your vehicle or a vehicle not shown in your policy summary, while you are under the influence of intoxicating liquor or drugs, or your blood or breath alcohol concentration exceeds the legal limit;
- (b) if any other person is using your vehicle with your express or implied permission who, to your knowledge, is under the influence of intoxicating liquor or drugs or their blood or breath alcohol concentration exceeds the legal limit;
- (c) if you are using your vehicle or a vehicle not shown in your policy summary and you do not have a licence to drive the vehicle, irrespective of where the vehicle is driven;
- (d) if any person is using your vehicle with your express or implied permission and the person does not have a licence to drive the vehicle, irrespective of where the vehicle is driven;
- (e) if the driver type is shown in your policy summary as "Named Driver" and any person not named in your policy summary as one of the named drivers, drives your vehicle at the time of the loss or damage;
- (f) resulting directly from the fact that your vehicle or a vehicle not shown in your policy summary is not roadworthy.

# WATERCRAFT

## Definitions

We have defined words with specific meanings for each section. In this section the words below mean the following:

**Canoe** means a narrow, keel less boat with pointed ends, propelled by a paddle or paddles.

**Countries** mean the Republic of South Africa and Namibia and up to 20 kilometres from the shores of these countries.

**Dinghy** means a small boat propelled by paddles.

**Disability event** means any event resulting in:

- (a) The loss of a limb or sense organ, or the use thereof by a person; or
- (b) A person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.

**Inboard motor** means a motor attached to the inside of the hull of a watercraft. An inboard motor forms part of your watercraft.

**Jet ski** means a small self-propelled vehicle for one person resembling a scooter, which skims across water on a flat keel, is steered by means of handlebars and propelled by a jet of water.

**Kayak** means a boat where the paddler faces forward, legs in front, using a double-bladed paddle.

**Motorboat** means boat propelled by engine or other motor, which may be either an inboard or outboard motor.

**Outboard motor** means a motor attached to the outside of the hull of a watercraft. The outboard motors attached to your watercraft are only covered if shown in your policy summary.

**Sailboat** means a small boat propelled partially or wholly by sail.

**Seaworthy** means a watercraft that can be used safely on water.

**Your watercraft** means the hull not exceeding eight metres inboard motors, rudder, propeller, hoardings, moorings, sails, spars, masts, rigging, fixtures, fittings, batteries, erected tackle, protective covers and equipment of any watercraft shown in your policy summary.

**Watercraft** means a boat or other vessel that travels on water.

**Wetbike** means a small watercraft for one person, which skims across water on two skis that act as a hydrofoil.

**You/your** means the policyholder name shown in your policy summary and your spouse.

**The covers below apply to all the watercrafts shown in your policy summary:**

## Claims preparation costs

We will compensate you for costs you incur in producing and certifying any details that we may require to enable us to process any claim you may have under this section of your policy.

This compensation is limited to the amount shown in your policy summary.

## Watercraft keys

We cover loss of or damage to keys (including related locks which must be replaced due to the loss or damage), locks, access cards and remote-control units used in connection with your watercraft and if necessary, the reprogramming of any coded security system of your watercraft.

Our compensation includes the reasonable costs you incur for calling out a locksmith due to an emergency caused by such loss or damage.

Cover for watercraft keys is worldwide.

Our compensation is limited to the amount shown in your policy summary.

## Watercraft liability

### (a) Limit of compensation

We cover amounts for which you are legally liable to a third party due to an event which happens or arises in connection with your use of your watercraft. Our compensation is limited to the amount shown in your policy summary.

The limit includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

### (b) Legal liability to third parties

We will compensate you for amounts for which you are legally liable to a third party due to an event which happens or arises in connection with:

- your use of your watercraft;
- using your watercraft to tow any stranded watercraft.

### (c) Legal liability to third parties if a person other than you uses your watercraft

We will compensate any person, other than you, for amounts they are legally liable to a third party due to an event which happens or arises from the other person's use of your watercraft.

This legal liability cover is subject to the following conditions:

- the other person complies with all the applicable Terms and Conditions of this policy;
- the other person was using your watercraft with your express permission;
- the other person is not entitled to compensation for the third party claim by any other insurance policy;
- the other person was not refused watercraft insurance or the continuation of any watercraft insurance during the three years before the date of the event.

## Liability of water-skiers or parasailors

We cover amounts you are legally liable for which a water-skier or parasailor must pay as compensation, due to an occurrence which happens or arises while the water-skier or parasailor is being towed by your watercraft.

However, we are not liable:

- (a) if the water-skier or parasailor is entitled to indemnity under another policy;
- (b) for accidental death of, or bodily injury to, or illness of a person who is a member of the household of the water-skier or parasailor, or a person in the service of the water-skier or parasailor, if the death, bodily injury or illness arises from their service;
- (c) for accidental physical loss of, or damage to property belonging to, or kept in trust by, or under the charge or control of, or in the custody of the water-skier or parasailor, or any member of the household of the water-skier or parasailor, or any person in the service of the water-skier or parasailor;
- (d) if the water-skier or parasailor does not comply with the Terms and Conditions of this policy.

Our compensation is limited to the amount shown in your policy summary.

## Representation or defence

We are entitled to arrange representations or defences that are the subject of any compensation under this section, including:

- (a) representation at any legal autopsy or inquest relating to any death;
- (b) the defence for any action, which is the cause of or related to any event.

## Watercraft cover

We cover loss of or damage to your insured watercraft. Our compensation for each watercraft is limited to the amount shown in your policy summary. Details of your watercraft is shown in your policy summary.

## Optional cover (*heading does not print in policy contract*)

### Cover for credit shortfall (without residual) – if applicable

We cover the difference between the value of your watercraft as shown in your policy summary and the outstanding settlement value in terms of a credit agreement that you entered into.

We will pay this difference only if we accept a claim for your watercraft which was either:

- (a) in our opinion beyond economic repair following loss or damage; or
- (b) stolen and not recovered within a reasonable period.

The credit agreement that you entered into must fall under the definition of credit agreement given in the National Credit Act (Act 34 of 2005).

Our compensation is limited to any amount still outstanding on your credit agreement less:

- (a) any arrear instalments or rentals, including interest payable on the arrears;
- (b) all refunds of premium for cancellation of any insurance cover relating to your watercraft;
- (c) 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. This applies if you had arranged to pay lower instalments for an initial period and a higher installment at a later stage. In this case, we will not compensate you for the remaining amount you owe. We will only compensate you for what you still would have owed if you had arranged to pay back the loan in equal instalments over the term of the loan.

### Cover for credit shortfall (with residual) – if applicable

We cover the difference between the value of your watercraft as shown in your policy summary and the outstanding settlement value in terms of a credit agreement that you entered into.

We will pay this difference only if we accept a claim for your watercraft which was either:

- (a) in our opinion beyond economic repair following loss or damage; or
- (b) stolen and not recovered within a reasonable period.

The credit agreement that you entered into must fall under the definition of credit agreement given in the National Credit Act (Act 34 of 2005).

Our compensation is limited to any amount still outstanding on your credit agreement less:

- (a) any arrear instalments or rentals, including interest payable on the arrears;
- (b) all refunds of premium for cancellation of any insurance cover relating to your watercraft.

The percentage of the residual value is shown in your policy summary.

### Extended countries (if applicable)

We also cover loss of or damage to your watercraft in the extended countries. The countries are shown in your policy summary.

This cover is subject to the following conditions:

- (a) if your watercraft is accidentally damaged and we have admitted liability for the damage, we will not authorise the repair of the damage before you have successfully returned your watercraft to the Republic of South Africa;
- (b) if it is uneconomical to repair your watercraft and you do not return your watercraft to the Republic of South Africa, you have to prove that your watercraft is uneconomical to repair in any method acceptable to us, before we will accept your claim. We will determine the value of the wreckage at 20% of your watercraft insured amount shown in your policy summary. We will subtract this amount from the amount of any settlement to you.

### Repatriation costs from extended countries

We cover the reasonable costs of returning your watercraft to the Republic of South Africa if it is accidentally damaged in any of the extended countries and you have a valid claim under this section.

Our compensation is limited to the amount shown in your policy summary.

## Outboard motors (if applicable)

We cover loss of or damage to outboard motors shown in your policy summary.

Our compensation is limited to the amount shown in your policy summary.

## Specified accessories (if applicable)

We cover loss of or damage to accessories that form part of your watercraft and are described in your policy summary. We also cover the accessories while it is temporarily removed from your watercraft.

Our compensation is limited to the amount shown next to each specified item in your policy summary.

## Watercraft trailer (if applicable)

We cover loss of or damage to your watercraft trailer shown in your policy summary. Our compensation is limited to the amount shown in your policy summary.

## Essential cover *(heading does not print in policy contract)*

### Inspection of the hull after stranding, sinking or collision

We cover the reasonable costs you incur to inspect the hull of your watercraft for possible damage that may have occurred due to stranding, sinking or collision.

### Costs to prevent a loss

We cover the reasonable costs you incur to prevent or reduce loss or damage covered under this section.

### Safeguarding costs

We cover the reasonable costs to store, safeguard and remove your watercraft to the nearest repairer if your watercraft is not in working order due to loss or damage covered under this section.

### Delivery after repairs

We cover the reasonable costs to deliver your watercraft to the address where you normally keep your watercraft, after repairs authorised by us have been completed.

### Salvage costs

We cover the reasonable costs you incur, with our written consent, for salvaging (lifting out, removal or destruction of the wreckage) your watercraft.

### Recovery costs

We cover the reasonable costs you incur, with our written consent, to recover your watercraft following its loss by theft or hijacking.

### Emergency expenses of passengers

We cover emergency expenses of passengers after they sustained bodily injury while in or on your watercraft after an accident or hijacking.

This cover is subject to the following conditions:

- (a) the passenger is not a member of your family who normally lives with you;
- (b) you incurred and paid for the emergency expenses;
- (c) there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary.

## Emergency repairs

We cover emergency repairs to allow you to continue your journey if you have a valid claim for your watercraft under this section. You may authorise these emergency repairs, without first obtaining our approval, only if the repairer gives you a full itemised invoice, which must be sent to us.

Our compensation is limited to the amount shown in your policy summary.

## Emergency costs

We cover costs you must pay to any public authority for emergency services after loss of or damage to your watercraft.

Our compensation is limited to the amount shown in your policy summary.

## Emergency accommodation

We cover emergency accommodation for you and your passengers for up to two nights if you cannot complete your journey because your watercraft is lost or damaged.

Our compensation is limited to the amount shown in your policy summary.

## Emergency expenses of passengers (your family)

We cover emergency expenses of passengers after they sustained bodily injury while in or on your watercraft after an accident or hijacking.

This cover is subject to the following conditions:

- (a) the passenger is a member of your family who normally lives with you;
- (b) you incurred and paid for the emergency expenses;
- (c) there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary.

## Trauma treatment

We cover the costs of trauma treatment if you suffered, which amounted to a disability event, as a direct result of an accident, hijacking or attempted hijacking of your watercraft. This cover is subject to the following conditions:

- (a) the trauma treatment must be given by a registered professional counsellor;
- (b) you must incur and pay for the costs;
- (c) it must not be possible to recover the expenses from any other insurance or facility.

Our compensation is limited to the amount shown in your policy summary.

## Passenger liability

We cover amounts for which you are legally liable due to accidental death or injury to a person who, at the time of the event, is transported as a passenger in or on your watercraft.

Our compensation is limited to the amount shown in your policy summary.

## Passenger liability for canoes or kayaks

We cover amounts for which you are legally liable due to accidental death or injury to a person who, at the time of the event, is transported as a passenger in or on your watercraft.

Our compensation is limited to the amount shown in your policy summary.

## Passenger liability for jet skis or wetbikes

We cover amounts for which you are legally liable due to accidental death or injury to a person who, at the time of the event, is transported as a passenger in or on your watercraft.

Our compensation is limited to the amount shown in your policy summary.

## Liability to third parties caused by the trailer

We cover amounts for which you are legally liable to a third party due to an event which happens or arises in connection with:

- (a) your use of the watercraft trailer;
- (b) the loading of your watercraft onto or off the watercraft trailer.

Our compensation is limited to the amount shown in your policy summary.

The limit includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval. However, we do not cover your liability while the watercraft trailer is towed by any vehicle.

## Conditions

### Watercraft in the name of a trust

We acknowledge the interest of a legal entity in this property. The type of legal entity is shown in your policy summary.

Our acknowledgement is subject to the following conditions:

- (a) The property may be used for private purposes only; and
- (b) You have a legal interest in the entity.

If you have given us the name of the legal entity, it is shown in your policy summary.

## Terms and conditions

### Use

Your watercraft may be used for social, domestic and pleasure purposes only.

### Unavailable parts

If a part that is needed to repair your watercraft after loss or damage is not available as a standard (ready made) part in the Republic of South Africa, we will pay an amount equal to the value of the part at the time when the loss or damage occurred. The value of the part will be determined according to the price given in the most recent catalogue or price list applicable to your watercraft.

The amount includes the reasonable cost to transport the part (other than by air).

### Interest of a title holder

If a valid claim occurs and we are advised that your watercraft is the subject of a credit agreement as defined in the National Credit Act (Act 34 of 2005), you agree that we will pay the title holder shown in the agreement up to the outstanding amount only, limited to the insured amount for the watercraft as shown in your policy summary.

If the outstanding amount is less than the insured amount for your watercraft as shown in your policy summary, we will pay the difference to you.

### Basis of indemnity

- (a) If your watercraft is less than five years old, the basis for our compensation will be the cost to replace your watercraft or part of it with similar new property.
- (b) If your watercraft is five years or older than five years, the basis for our compensation will be the cost to replace your watercraft or part of it up to its reasonable market value. This will be established by obtaining market-value quotations from two qualified watercraft dealers.
- (c) For specified watercraft accessories, the basis for our compensation will be the cost to replace the accessories with similar new property.



## Limit of compensation

If we decide it is not economical to repair your watercraft our compensation will be limited to the insured amount as shown in your policy summary.

## Average

- (a) If your watercraft is less than five years old and, according to our calculations, at the time of any loss or damage, the amount needed to replace your watercraft (including the sails, protective covers, erected tackle, outboard motors and batteries), with a similar new watercraft is more than the insured amount, we will not pay you the full amount of the loss or damage. You will be considered to be your own insurer for the difference between the insured amount and the amount needed to replace your watercraft. Therefore, you will be responsible for a proportional share of the loss or damage.
- (b) If your watercraft is five years old or older than five years and, according to our calculations, at the time of any loss or damage, the amount needed to replace your watercraft (including the sails, protective covers, erected tackle, outboard motors and batteries), with a similar watercraft is more than the insured amount, we will not pay you the full amount of the loss or damage. You will be considered to be your own insurer for the difference between the insured amount and the amount needed to replace your watercraft with similar property. Therefore, you will be responsible for a proportional share of the loss or damage.

Let us assume you are insured for R100 000, but the replacement value of your watercraft is R200 000. This means you are only insured for half of the replacement value.

You must cover the other half.

For example, if you suffer damage to the value of R50 000, we will only pay half of this amount, R25 000, which will be calculated as follows:

Insured for R100 000

Replacement value R200 000

Claim R50 000

### Calculation:

Underinsurance  $R50\ 000 \times (R100\ 000 / R\ 200\ 000)$  We will only pay you R25 000.

This condition applies separately to each watercraft insured under this policy.

## Not covered by this section

### Use of your watercraft

We do not cover your watercraft against loss, damage or liability if it is used for any of the following:

- (a) racing of any type;
- (b) speed or other contests of any type;
- (c) competitions, including regattas;
- (d) tests of any type;
- (e) speed trials of any type;
- (f) uses involving a business, trade or profession;
- (g) hiring;
- (h) carrying passengers for reward;
- (i) anywhere outside the countries;
- (j) if your watercraft is in the possession, custody or control of a watercraft trader, except for the purpose of maintenance or repair.

### Loss of or damage to your watercraft

We do not cover the following:

- (a) theft or attempted theft of the fixtures, fittings, equipment or outboard motors not securely bolted to your watercraft:
  - if your watercraft is left unattended;
  - out of domestic outbuildings that do not interlead with any private residence;
  - from any other storage place.
- (b) jet skis or wet bikes left unattended in the open or on a trailer;
- (c) outboard motors dropping off or falling overboard while not securely chained or bolted to your watercraft;
- (d) mechanical, electric or electronic breakdown, failures or breakages including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
- (e) gradual causes (such as wear, tear, rust, mildew, corrosion, decay);
- (f) scratching, bruising or denting arising from transit, loading or off-loading;
- (g) loss or damage:
  - caused by household pests (such as rodents, ants and moths);
  - caused by cleaning, repairing, restoring or maintenance by any manner or method;
  - caused by a latent defect in your watercraft's design or construction;
  - to sails and protective covers torn by wind or blown away while being hoisted;
  - from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
- (h) depreciation in value whether from repairs or otherwise.

## Watercraft liability

We do not cover the following:

- (a) legal costs and expenses incurred after the date we have settled or offered to settle any claim by a third party:
  - up to the limit of this section; or
  - for amounts we believe will settle the third party claim.
- (b) costs or expenses due to:
  - advice or treatment (other than first-aid) given or supplied by you or by any person acting on your behalf; or
  - claims recoverable from any other section of this policy or from any other policy whether you have claimed or not.
- (c) liability arising during the transport of your watercraft by road.

## Loss of or damage to your watercraft and watercraft liability

We do not cover loss of or damage to your watercraft or liability incurred:

- (a) if your watercraft is used for any purpose other than social, domestic or pleasure purposes;
- (b) if your watercraft is not seaworthy;
- (c) if your watercraft is piloted by a person who does not hold a valid skipper's licence required in terms of relevant shipping legislation or does not comply with the relevant legislation applicable to the use of your watercraft;
- (d) the following items if they are not adequately protected from water and nature elements that your watercraft is usually exposed to:
  - anybody's clothing or personal effects; gear of any nature;
  - sports or recreation equipment; safety and medical supplies;
  - watercraft extras not attached to your watercraft; and
  - electronic and mechanical equipment.

# PERSONAL LEGAL LIABILITY

## Definitions

**We have defined words with specific meanings for each section. In this section the words below mean the following:**

**Any person** means a person who is not employed by you, a person whose name is not shown in the policy summary, or a member of your family who normally does not live with you.

**Domestic employee** means a person that you employ and is under your control to provide services at your home, in your private capacity, e.g. housekeeper, nanny and gardener. Domestic employee includes casual employees who work under your control even if it is for less than 24 hours in a month.

**You/your** means the name shown in the policy summary, your spouse and any other member of your family or your spouse's family who normally lives with you.

## Personal legal liability

We cover your legal liability, regardless of where in the world the event takes place, for:

- (a) accidental death, bodily injury or illness of any person;
- (b) accidental physical loss of or damage to tangible property of any person.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your policy summary. This compensation includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

## Personal legal liability for wrongful arrest

We cover your legal liability to any person resulting from the wrongful arrest or frisking of a person, including assault related to the wrongful arrest or frisking.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your policy summary.

This compensation includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

## Credit, purchase cards and SIM cards (such as a card for use in cellular communication devices)

We cover your legal liability because of the unlawful use of your credit, purchase or SIM cards by a person not related to you.

This cover is subject to registered financial services provider, merchant or cell phone provider having officially issued the credit, purchase or SIM cards in your name and your compliance with all the terms of the issued cards.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your policy summary.

This compensation includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

## Personal legal liability to domestic employees

We cover your legal liability due to the accidental death of, or bodily injury to, your domestic employees that arises from and during the course of their employment, to claims not payable in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA).

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your policy summary.

This compensation includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

## Security companies

We cover your legal liability to any person for amounts that you must pay as compensation in terms of a written contract with any security company or armed response service for property covered under the "Contents" and "Buildings" sections of this policy.

## Not covered by this section

Unless specifically shown in your policy summary, we do not cover your legal liabilities relating to:

- (a) legal costs and expenses incurred after the date we paid or offered to pay:
  - the full amount of the claim; or
  - a lesser amount that we believe the claim can be settled for;
  - or the maximum amount for which we are liable.
- (b) your business, trade or occupation. This exclusion does not apply if you have Limited Bed-and-Breakfast cover under the Contents section of this policy.
- (c) your ownership, possession or occupation of land, buildings or structures. This exclusion does not apply if the property is a building or structure and its contents or building is covered by this policy;
- (d) any building activity;
- (e) vibration or the removal or weakening of, or interference with, the support of land, buildings or property;
- (f) the ownership, possession, use or handling of vehicles (including trailers and caravans), watercraft, aircraft or other aerial devices;
- (g) the ownership, possession, use or handling of firearms, air guns or animals (other than domestic animals);
- (h) fines, penalties or punitive damages;
- (i) any gradual cause which does not result from a sudden and identifiable event;
- (j) non-compliance by you or your legal representative with the terms of this policy;
- (k) accidental loss of or damage to property you or any person in your service owns, rents, borrows, keeps in trust, or has control or custody of;
- (l) accidental death of, bodily injury to or illness of you or any person in your service (other than your domestic employees if the cover is shown in your policy summary) if the liability results from their service;
- (m) your participation in any stunt or flying demonstration activities.

# EXTENDED PERSONAL LEGAL LIABILITY

## Definitions

We have defined words with specific meanings for each section. In this section the words below mean the following:

**Underlying policy** means a valid insurance policy in force with:

- (a) a registered South African insurer (underlying insurer) that covers personal liability, property owners' liability, tenants' liability, motor liability or watercraft liability;
- (b) any insurer (underlying insurer) in the world that covers motor liability, watercraft liability or property owners' liability for any motor vehicle hired, leased or owned by you, or for any watercraft or property owned by you, outside the Republic of South Africa.

**You/your** means the Policyholder name shown in your policy summary, including your spouse and any other members of your family or your spouse's family who normally live with you.

## Extended personal legal liability

We cover your legal liability for amounts you must pay as compensation due to any event which happens during the period of insurance of this section anywhere in the world:

- (a) for which liability is not included in the underlying policy; or
- (b) for which the limit of compensation, including costs and expenses, of the underlying policy is exceeded.

However, we will only compensate you above the following limits:

- (a) R5 000 000 for your personal legal liability;
- (b) R5 000 000 for your vehicle liability;
- (c) R2 000 000 for your watercraft liability.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your policy summary.

This compensation includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

## Terms and conditions

### Underlying policy

Cover under this section is subject to a valid underlying policy being in force at the time of the event. The underlying policy must provide the kind of cover you are claiming for under this section and you must not have broken any of the conditions of the underlying policy.

If cover under this section refers to an event for which the limit of compensation, including legal costs and legal expenses, of the underlying policy is exceeded, the underlying insurer must have paid the full amount of the policy or undertaken to pay it.

### Not covered by this section

We do not cover your legal liabilities relating to:

- (a) any judgement, award, payment or settlement made in a country that operates under the laws of the United States of America or Canada or is subject to any order made anywhere in the world to enforce such judgement, award, payment or settlement;
- (b) the pursuing of any business, trade or occupation. This exclusion does not apply to vehicle liability if the vehicle is insured for business or farming use or if you have Limited Bed-and-Breakfast cover under the Contents section of this policy;

- (c) hiring out any property, or any part thereof. This exclusion does not apply if the property is a building or structure, including the land on which it is situated, used as a private residence and is covered by any underlying policy;
- (d) your reckless disregard of the possible consequences of your acts or omissions;
- (e) loss of or damage to property that is covered under any other insurance policy;
- (f) the ownership, possession, use or handling of any aircraft or other aerial devices other than model aircraft or hang-gliders;
- (g) any exchange, cash or credit sale agreement, including theft under false pretence;
- (h) HIV (Human Immunodeficiency Virus) or any related illness, including AIDS (Acquired Immune Deficiency Syndrome) or any mutant derivative or variation thereof;
- (i) vehicle or watercraft liability, unless the liability is covered by any underlying policy or if the liability is excluded by any underlying policy due to any claim occurring outside the borders of the countries covered by the policy;
- (j) watercraft liability if the total length of the watercraft exceeds eight metres;
- (k) loss of or damage to any self-propelled vehicle, trailer, caravan, watercraft or aircraft under your care, custody or control;
- (l) a dishonest, fraudulent or malicious act, or acts of physical assault or seduction committed by you;
- (m) the purchase, sale, barter or exchange of property, or your failure to comply with your obligations relating to these.

We do not cover the following:

- (a) the payment of any fine, penalty or multiple, punitive or exemplary damages;
- (b) any debt;
- (c) failures to pay maintenance or alimony or any amounts following a breach of promise.

We do not cover liability:

- (a) of one person included in this policy to another person included in this policy or a person who was included when the event happened;
- (b) that is the subject of legislation controlling the use of vehicles or trailers and for which you must take out insurance or provide security;
- (c) where the State or a government body or authority has accepted liability.

# LEGAL COSTS AND LEGAL EXPENSES

## Definitions

We have defined words with specific meanings for each section. In this section the words below mean the following:

**Children** means natural, legally adopted children and stepchildren younger than 21 years, as well as children older than 21 years who are mentally or physically disabled and totally dependent on you and live with you. Children who are dependent on you and who study full-time are also included up to the age of 25 years. Your married children are not included.

**Civil legal action** means disputes that a court of law must decide, by way of summons procedure, as concerning a civil claim that a person makes against another person, e.g. a claim you make to court against other person who owes you money.

**Criminal act** means an act which is defined or recognised as a crime under the laws of the Republic of South Africa, e.g. a person accused of stealing a vehicle, and for which act you are in the process of being prosecuted under the laws of the Republic of South Africa.

**Family matters** means disputes that the court of law must decide for your divorce action, child custody, maintenance suits and access to children.

**Identity theft** means the unauthorised or illegal use of your personal information and identity documents. This includes impersonation of your personality and identity.

**Labour matters** means disputes that arise out of an employment relationship between an employer and an employee, e.g. a dispute about the fairness of the dismissal of an employee by an employer.

**Legal costs and legal expenses** means costs and expenses for which you are liable, including costs incurred by the attorney.

**Licence** means a legally valid driver's licence according to the licence type shown in your policy summary. A person who is learning to drive must have a legally valid learner's licence.

**Person** means a natural person or a registered company, close corporation, institution or organisation against whom you must defend yourself from a civil claim or if you have a civil claim against them.

**You/your** means the policyholder name shown in your policy summary, including your spouse and children.

## Legal costs and legal expenses

We cover your legal costs and legal expenses in connection with the following:

- (a) An event that leads to a civil legal action brought by you or against you in your private capacity.
- (b) Your defence against prosecution for a criminal charge.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your policy summary.

## Family matters

We cover your legal costs and legal expenses in connection with family matters.

Your cover for family matters is subject to a waiting period shown in your policy summary. Cover for legal advice, if you need it, is available immediately.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your policy summary for legal costs and legal expenses.

If you claim legal costs and legal expenses for a legal action relating to family matters, you may not claim again for these until 12 consecutive months have passed from the date on which the legal action was settled or the court has made an award.

## Labour matters

We cover your legal costs and legal expenses in connection with an event that leads to a legal action by or against you in a labour court.

Your cover for labour matters is subject to a waiting period shown in your policy summary.

Cover for legal advice, if you need it, is available immediately.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your policy summary for legal costs and legal expenses.

## Identity theft

We cover legal costs and legal expenses you incur in connection with identity theft.

This cover is subject to the following conditions:

- (a) the identity theft must lead to real or potential prejudice;
- (b) it must result in legal liability, financial loss or both because of the fraudulent use of your personal information and identity by an unknown person or institution.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your policy summary for legal costs and legal expenses.

However, we do not cover any identity theft caused by your own negligence.

## Terms and conditions

### Basis of indemnity and limit of compensation

- (a) Legal costs and legal expenses are based on our tariff rate. This rate is revised from time to time and you may ask for it at any time. Our compensation will only be in accordance with this tariff rate.
- (b) We will only pay service providers, fees and expenses that we have authorised.
- (c) Cover for legal costs and legal expenses for all events during any renewal period are limited to the amount shown in your policy summary.
- (d) Cover for legal costs and legal expenses are further limited to claims of not more than two events at any one time.

### Preferred attorney

Our compensation for legal costs and legal expenses is based on our tariff rate, which is charged by our preferred attorneys. Should you decide not to use one of our preferred attorneys, you will be personally liable for the difference between our tariff rate and the rate charged by an attorney appointed by you.

### Bills of costs

You must send all bills of costs to us for approval.

### Recovery

If any legal costs and legal expenses are recovered from another party, these must be paid to us.

### Waiting periods

Certain events are only covered after a waiting period has ended. The waiting periods are shown in your policy summary.

### Family matters

If you claim legal costs and legal expenses for a legal action relating to family matters, you may not claim again for family matters until 12 consecutive months have passed from the date on which the legal action was settled or the court has made an award.

### Claims falling under the jurisdiction of the Small Claims Court

All civil legal action falling under the jurisdiction of the Small Claims Court must be heard in the Small Claims Court.



## Appeals and arbitration matters

Although appeals and arbitration matters are not covered under this section, we may, at our discretion, determine the merits of a case and decide to pay your legal costs and legal expenses.

## Letting or renting

Although letting or renting is not covered under this section, we may, at our discretion, determine the merits of a case and decide to pay your legal costs and legal expenses.

## Consent

You must obtain our written consent before you incur any legal costs and legal expenses, otherwise we may reject your claim.

## Not covered by this section

We do not cover your legal costs or legal expenses for any event in connection with:

- (a) your business or occupation, property renting or letting by or on behalf of a landlord, professional sports, copyrights, patent rights or other similar rights;
- (b) the use of a vehicle, watercraft or aircraft all powered by an engine, for racing;
- (c) a wrongful act that endangers the safety of the State, or which is aimed at overthrowing the Government;
- (d) compensation that is in conflict with legislation;
- (e) a wrongful act or omission where violence, dishonesty or immorality is an element. We may however, at our discretion, determine the merits of a case and decide to pay your legal costs and legal expenses;
- (f) a civil legal action instituted by you against your attorney in his professional capacity;
- (g) civil legal action contemplated or instituted between parties (you, your spouse and your children) covered under this cover. This exclusion does not apply to family matters;
- (h) any action involving us;
- (i) a vehicle involved in an accident and any of the following applies at the time of the accident:
  - you drive the vehicle while you are under the influence of intoxicating liquor or drugs or your blood or breath alcohol concentration is more than the legal limit; or
  - you drive the vehicle while you do not have a licence to drive your vehicle;
  - any person drives the vehicle with your express or implied permission who does not have a licence to drive your vehicle;
  - the vehicle does not have a valid motor vehicle licence;
  - the vehicle was not roadworthy;
- (j) a traffic offence for which an admission of guilt has been issued;
- (k) the recovery or payment of any excess for any insurance;
- (l) any matter that happened before the start of this cover or during the waiting period;
- (m) any matter that falls outside our tariff structure and that we did not authorise;
- (n) amounts due to your legal representatives that cannot be considered as legal costs and legal expenses under our tariff rate;
- (o) application procedures and ex-parte applications you bring or that you must defend;
- (p) any actual or contemplated legal action outside the Republic of South Africa.

We do not cover your legal costs or legal expenses if:

- (a) the legal action is continued or defended in a way that differs from the advice of the attorney or advocate who represents you;
- (b) you do not give timely, proper instructions and complete information to your attorney or advocate;

- (c) the legal costs and legal expenses are for non-litigious matters including applications, for example, for adoption, servitude, declaration of rights, appeals, administration of estates, drafting of legal contracts and debt counselling;
- (d) you have other insurance for legal costs and legal expenses and do not tell us; or
- (e) you prejudice our rights to claim pro rata compensation, fair compensation, or both.

# PERSONAL ACCIDENT

## Definitions

We have defined words with specific meanings for each section. In this section the words below mean the following:

**Accident** means an accident, according to your cover option shown in your policy summary, which is the direct cause of bodily injury.

**Bodily injury** means bodily injury caused by violent, accidental, external and visible means.

**Death** means death resulting from an accident within 12 consecutive months after the date of the accident.

**Disability event** means any event resulting in:

- (a) The loss of a limb or sense organ, or the use thereof by a person; or
- (b) A person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.

**Permanent disability** means permanent disability, as described in the compensation scale, occurring within 12 consecutive months after sustaining the bodily injury.

**Temporary total disablement** means total and absolute incapacity from following your usual business or occupation.

**You/your** means a person whose name is shown in your policy summary under the heading "Schedule of insured persons".

## Death or permanent disability

We cover your accidental death or permanent disability caused directly by bodily injury within 12 months of an accident.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown next to your name in your policy summary.

This compensation will be paid as follows:

- (a) in the event of your death we will pay your estate the amount shown in your policy summary next to your name;
- (b) in the event of your permanent disability we will pay a percentage of the amount shown in your policy summary next to your name.

The percentage that will apply will be calculated according to the following compensation scale:

## Compensation scale

DESCRIPTION OF PERMANENT DISABILITY	PERCENTAGE
Loss by physical separation at or above the wrist or ankle of one or more limbs	100%
Loss of four fingers of one hand	70%
Loss of thumb	
• both phalanges	25%
• one phalanx	10%
Loss of finger	
• three phalanges	10%
• two phalanges	8%
• one phalanx	4%
Loss of metacarpals	
• first or second (additional)	3%
• third, fourth or fifth (additional)	2%

Loss of toes

- all of one foot 30%
- big (both phalanges) 15%
- big (one phalanx) 2%
- other than big, if more than one toe lost, each 1%

Loss of hearing

- both ears 80%
- one ear 25%

Total and irreparable loss of sight in one or both eyes.

Loss of:

- sight, except perception of light 75%
- lens of eye 75%

Total paralysis or being permanently bedridden 100%

Total disablement from ever continuing the occupation or doing the normal work you have been trained for or have knowledge of 100%

Permanent total loss of use of a limb will be treated as loss of the limb.

Where this compensation scale does not provide for a particular permanent disability, we will consider compensation for the permanent disability if, in our opinion, it does not contradict the scale of benefits.

## Emergency expenses

We will compensate you for emergency expenses you incur in the 12 months following an accident.

There must be no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary.

## Mobility cover

We cover the necessary costs for a wheelchair and alterations to your vehicle if you are permanently disabled as a result of an accident.

There must be no compensation from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary.

## Repatriation

We cover the necessary costs for the return of your body to your normal place of residence.

This cover is subject to the following conditions:

- (a) your death resulted from an accident covered by this section of your policy;
- (b) we will pay the compensation to your estate;
- (c) there is no compensation from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary.

## Trauma treatment

We cover the costs of trauma treatment if you suffered a disability event due to the direct result of a violent act of theft, burglary, hold-up, hijacking or attempted hijacking or fire.

This cover is subject to the following conditions:

- (a) the trauma treatment must be given by a registered professional counsellor;
- (b) you must incur and pay for the costs;

(c) it must not be possible to recover the expenses from any other insurance or facility.

Our compensation is limited to the amount shown in your policy summary.

## Temporary total disablement

We cover your temporary total disablement if you cannot continue your occupation or do the normal work you have been trained for or have knowledge of.

Our weekly compensation is limited to the amount shown in your policy summary.

We will pay this weekly compensation up to the number of weeks shown in your policy summary.

## Terms and conditions

### Other insurance

General terms and conditions on "Other insurance" do not apply to this section.

### Medical examinations

You must undergo, at our cost, any medical examination we require.

### Medical advice

If you have any bodily injury that may result in a claim, you must seek medical advice within a reasonable time and follow that advice.

If you do not comply with this condition, we will not cover your permanent disability.

## Not covered by this section

We do not cover death, permanent disability or temporary total disablement following:

- (a) suicide, attempted suicide or intentional self-inflicted injury;
- (b) insanity, neurosis or stress-related conditions;
- (c) any physical disability or infirmity present at the start date of this section;
- (d) sickness or disease of any nature present at the start date of this section;
- (e) pregnancy, childbirth, miscarriage, abortion or any consequences of these activities;
- (f) your participation in any:
  - defence force, police service or correctional services activities;
  - racing other than on foot or in a non-motorised watercraft;
  - motorcycle riding;
  - mining activities;
  - manufacture or use of explosives;
  - wilful misconduct;
  - professional sports;
  - stunt or flying demonstration activities;
- (g) you being under the influence of intoxicating liquor or drugs;
- (h) you driving a vehicle while your blood or breath alcohol concentration exceeds the legal limit;
- (i) if you are younger than 16 years of age when the accident happens.

# DOCUMENT PROPERTIES

- Stakeholders:** Internal staff and intermediaries
- Description:** Example of an Executive Santam Personal Policy
- Version:** Version 4
- Last updated:** August 2023
- Author:** Underwriting Services and Reinsurance – Personal Lines Underwriting



Santam is an authorised financial services provider (FSP 3416), a licensed non-life insurer and controlling company for its group companies.