

## SANTAM PERSONAL POLICY WORDING ADDENDUM

### GENERAL

#### GENERAL TERMS AND CONDITIONS

The following is replaced:

#### 9. Claims

##### 9.1 Claims preparation costs

We will compensate *you* for costs *you* incur in producing and certifying any details that *we* may require in terms of General Terms and Conditions 9.3.2 to enable us to process any *claim you* may have.

This compensation is available under any section of the policy and limited per section to the amount of R1 000.

The term and condition **16. *Sharing of insurance information and your authorisation*** is amended to read as follow:

#### **16. 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 & 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).

## **GENERAL EXCLUSIONS**

The introductory paragraph of GENERAL EXCLUSIONS is amended to read as follow:

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

The following exclusion is replaced:

### **2. 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.

The following exclusion is amended:

## **7. 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.

The following exclusion is added:

## **8. 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.

## **GENERAL DEFINITIONS**

The following definitions are added:

### ***“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.

### ***“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.

### ***“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.

### ***“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.

### ***“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.

**“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.

**HOUSE CONTENTS**

**EXTENDED BASIC COVER**

The following cover is amended:

**9. Power surge**

We cover loss of or damage to *your* contents caused by power surge up to the amount of R5 000. An excess of R2 500 will be applicable in the event of a *claim*.

Notwithstanding the provisions relating to “8. Electricity grid failure or interruption” under the “General: General Exclusions”, 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.

If *you* have optional cover for “*Accidental damage*” under this section, the following apply:

- If the insured amount for “*Accidental damage*” is less than R5 000, this extended basic cover for power surge will apply and the “*Accidental damage*” cover will not apply; or
- If the insured amount for “*Accidental damage*” is more than R5 000, this extended basic cover for power surge will not apply and power surge cover will apply under “*Accidental damage*” up to the amount shown in the *Schedule*.

The above-mentioned excess will apply irrespective if the insured is 55 years or older.

**10. Loss of or damage to keys, locks remote control units**

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.

*Our* compensation is limited to the amount of R2 500. An excess of R500 will be applicable in the event of a *claim*.

If “*Loss of or damage to keys, locks remote control units*” of the Buildings section applies to the same insured event, we will compensate *you* under one of the relevant sections only.

The above-mentioned excess will be waived if the insured is 55 years or older.

## 11. 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 of R2 500.

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 *Schedule*;
- 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.

If “*Loss of water*” of the Buildings section applies to the same insured event, we will compensate *you* under one of the relevant sections only.

## CONVENIENCE BENEFITS

The cover for “***Medical expenses of guests or visitor / domestic employees***” and “***Trauma treatment***” is amended to read as follow:

### 1. Emergency expenses of guests or visitors

We will compensate *you* for the 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:

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

Our compensation is limited to the amount shown in the Schedule.

If “*Emergency expenses of guests or visitors*” of the Building section applies to the same event, we will compensate *you* under either one of the relevant sections only.

## 2. **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:

- *you* employ the domestic employees at the risk address;
- *you* incurred and paid the emergency expenses;
- the injury was caused during the course of the domestic employees’ duty at the risk address;
- there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in the Schedule.

If the “*Emergency expenses of domestic employees*” of the Building section applies to the same event, we will compensate *you* under either one of the relevant sections only.

## 7. **Trauma treatment**

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

Our compensation is limited to the amount shown in the *Schedule*.

The cover for **5. Contents of refrigerators and freezers** is amended to read as follow:

## 5. **Contents of refrigerators and freezers**

We will compensate *you* for accidental spoiling of the contents of *your* refrigerators or freezers inside *your private residence* and *outbuildings* if caused by a change in temperature.

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;
- c) spoiling as a result of non–payment or non–purchase of power or any type of fuel.

Our compensation is limited to the amount or percentage of the insured amount for the item (whichever is the greater), as shown in the *Schedule*.

The following cover is added:

### **9. South African record**

We will compensate *you* for the amount of R7 500 if *you* obtain a recognized 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.

### **10. 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 of R5 000. An excess of R500 will be applicable in the event of a *claim*.

The above-mentioned excess will be waived if the insured is 55 years or older.

### **11. Restoration of computer data**

We cover restoration of the data of *your* computer at *your* private residence following loss or damage caused by an insured event. *Our* compensation is limited to the amount of R2 500.

## **OPTIONAL COVER**

The following cover is amended:

### **1. Extension for Limited Bed-and-Breakfast cover**

#### **1.4 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 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 the *Schedule*.

The following cover is added:

### **1.7 Emergency expenses for paying guests**

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

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

Our compensation is limited to the amount of R10 000.

Optional cover **3. Accidental damage** is amended to include the following:

Notwithstanding the provisions relating to “8. Electricity grid failure or interruption” under the “General: General Exclusions”, 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.

The R2 500 excess will apply irrespective if the insured is 55 years or older.

## **DEFINITIONS**

The following definition is added:

### **“computer equipment”**

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

### **“disability event”**

- means any event resulting in:
  - the loss of a limb or sense organ, or the use thereof by a person; or
  - 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.

The following definition is amended:

**“countries”** – the word “Swaziland” is replaced by “Kingdom of Eswatini”.

## **BUILDINGS**

### **EXTENDED BASIC COVER**

The following cover limit is amended:

#### **7. Loss of water**

The compensation limit as stated in the *Schedule* is amended to R2 500.

#### **8. Removal of fallen trees**

The compensation limit as stated in the *Schedule* is amended to R5 000.

The following cover is amended:

#### **13. Power surge**

We cover loss of or damage to *your* buildings caused by power surge up to the amount of R5 000. An excess of R2 500 will be applicable in the event of a *claim*.

Notwithstanding the provisions relating to “8. Electricity grid failure or interruption” under the “General: General Exclusions”, 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.

If *you* have optional cover for “*Accidental damage to fixed machinery*” under this section, the following apply:

- If the insured amount for “*Accidental damage to fixed machinery*” is less than R5 000, this extended basic cover for power surge will apply and the “*Accidental damage to fixed machinery*” cover will not apply; or
- If the insured amount for “*Accidental damage to fixed machinery*” is more than R5 000, this extended basic cover for power surge will not apply and power surge cover will apply under “*Accidental damage to fixed machinery*” up to the amount shown in the policy *Schedule*.

The above-mentioned excess will apply irrespective if the insured is 55 years or older.

## 14. Death

We will pay the amount of R10 000 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.

If “6. *Death*” of the *Contents* section applies to the same insured event, we will compensate *you* under one of the relevant sections only.

## 15. Loss of or damage to keys, locks remote control units

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.

*Our* compensation is limited to the amount of R2 500. An excess of R500 will be applicable in the event of a *claim*.

If “*Loss of or damage to keys, locks remote control units*” of the *Contents* section applies to the same insured event, we will compensate *you* under one of the relevant sections only

The above-mentioned excess will be waived if the insured is 55 years or older.

## CONVENIENCE BENEFITS

The cover for “***Medical expenses of guests or visitors / domestic employees***” and “***Trauma treatment***” is amended to read as follow:

### 1. Emergency expenses of guests or visitors

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

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

*Our* compensation is limited to the amount shown in the *Schedule*.

If “*Emergency expenses of guests or visitors*” of the *House Contents* section applies to the same event, we will compensate *you* under either one of the relevant sections only.

## 2. 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 only if all the following conditions are met:

- *you* employ the domestic employees at the risk address;
- *you* incurred and paid the emergency expenses;
- the injury was caused directly by a defect in the private residential structures or premises at the risk address;
- there is no compensation payable from another insurance policy or facility.

*Our* compensation is limited to the amount shown in the *Schedule*.

If “*Emergency expenses of domestic employees*” of the House Contents section applies to the same event, *we* will compensate *you* under either one of the relevant sections only.

## 6. 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 theft, burglary, hijacking or fire that occurred in *your* private residence or on *your* premises.

If “*Trauma treatment*” of the Contents section applies to the same insured event, *we* will compensate *you* under one of the relevant sections only.

*Our* compensation is limited to the amount of R5 000.

## OPTIONAL COVER

Optional cover **1. Accidental damage to fixed machinery** is amended to include the following:

Notwithstanding the provisions relating to “8. Electricity grid failure or interruption” under the “General: General Exclusions”, 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.

The R2 500 excess will apply irrespective if the insured is 55 years or older.

## DEFINITIONS

The following new definition is added:

### **“disability event”**

- means any event resulting in:
  - the loss of a limb or sense organ, or the use thereof by a person; or
  - 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.

## VEHICLE

### BASIC COVER

The following cover is added:

#### 5. Personal accident

*We cover your* accidental death or permanent disability caused directly by bodily injury within 12 months of any vehicle shown in the *Schedule* 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 of R10 000.

This compensation will be paid as follows:

- a) in the event of *your* death *we* will pay *your* estate the amount.
- b) in the event of *your* permanent disability, *we* will pay a percentage of the amount.

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 <i>four</i> 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, <i>fourth</i> 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 <i>you</i> 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.

## CONVIENCE BENEFITS

The cover for “**Medical expenses of passengers**” and “**Trauma treatment**” is amended to read as follow:

### 1. Emergency expenses of passengers (other than your family)

After loss of or damage to the *vehicle* in which they travel, *we* will compensate *you* for emergency expenses *you* incur and pay because of accidental bodily injury to passengers. At the time of the injury, the passenger must be seated in the *vehicle*’s permanent enclosed passenger-carrying compartment. The passenger cannot be a member of *your* family who normally lives with *you*. It must not be possible to recover the emergency expenses from any other insurance or facility.

*Our* compensation is limited to the amount shown in the *Schedule*.

### 5. Emergency expenses of passengers (your family)

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

*Our* compensation is limited to the amount shown in the *Schedule*.

## 6. Trauma treatment

We will compensate *you* for trauma treatment that *you* incur and pay for which amounted to a disability event sustained as a direct result of an accident or if *you* suffered a hijacking or attempted hijacking of the *vehicle*. The trauma treatment must be given by a registered professional counsellor. It must not be possible to recover the expenses from any other insurance or facility.

*Our* compensation is limited to the amount shown in the *Schedule*.

## OPTIONAL COVER

The optional cover **1. Specified accessories (such as car sound equipment)** is amended to read as follow:

### 1. Specified accessories

We will compensate *you* for loss of or damage to accessories that form part of the *vehicle* and are described in the *Schedule*. We will also cover the accessories when it is temporarily removed from the *vehicle*.

*Our* compensation is limited to the amount shown in the *Schedule*.

Where the *vehicle* is insured on a *guaranteed value* basis the specified accessories will be settled on the same basis.

The optional cover **6. 4x4 Cover** is amended as follow:

### 6. 4x4 Cover

#### 6.1 Extended countries

The *countries* are extended to include Uganda.

The cover for “**Medical expenses of passengers**” and “**Trauma treatment**” is amended to read as follow:

### **6.7 Emergency expenses of passengers (your family)**

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

*Our* compensation is limited to the amount shown in the *Schedule*.

### **6.12 Trauma treatment**

We will compensate *you* for expenses *you* incur and pay for trauma treatment which amounted to disability event sustained as direct result of a hijacking or attempted hijacking or due to an accident of the *vehicle*. The trauma treatment must be given by a registered professional counsellor. It must not be possible to recover the expenses from any other insurance or facility.

*Our* compensation is limited to the amount shown in the *Schedule*.

The following cover is added:

### **6.15 Emergency expenses of passengers**

We will compensate *you* for 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:

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

*Our* compensation is limited up to the amount of R5 000 per person, but limited to R25 000 per event.

## **VEHICLE LIABILITY**

The *vehicle* liability is amended to read:

### **5. Passenger liability for motorcycles**



We will compensate *you* for 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 on the *motorcycle*.

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 the *Schedule*.

## **6. Passenger liability in or on the load body of *light delivery vehicles***

We will compensate *you* for 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 in or on the load body of the *light delivery 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 the *Schedule*.

The following new liability is added:

## **8. Passenger liability for *cars or light delivery vehicles***

We will compensate *you* for 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 the *Schedule*.

## **NOT COVERED BY THIS SECTION**

The following exclusion is replaced:

### **2. *Vehicle liability***

None of the following are covered unless shown otherwise on the *Schedule*:

- 2.1 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;

- 2.2 *your* legal responsibility arising from using any tool or plant (including any machinery) attached to the *vehicle*;
- 2.3 death, bodily injury and emotional shock or trauma to any person in the Republic of South Africa.
- 2.4 damage to property belonging to *you* or held in trust by *you* or in *your* custody or control;
- 2.5 damage to property being conveyed by or loaded onto or unloaded from any *vehicle*;
- 2.6 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;
- 2.7 liability resulting directly from the *vehicle* not being roadworthy;
- 2.8 the regular driver is not the policyholder (whose name is shown in the *Schedule*) 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 the *Schedule*.

## DEFINITIONS

The following definition is amended:

**“countries”** – the word “Swaziland” is replaced by “Kingdom of Eswatini”.

The following definition is added:

### **“disability event”**

- means any event resulting in:
  - the loss of a limb or sense organ, or the use thereof by a person; or
  - 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.

## **WATERCRAFT**

### **EXTENDED BASIC COVER**

The following cover is added:

#### **7. 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 the *watercraft* and if necessary, the reprogramming of any coded security system of the *watercraft*.

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

Our compensation is limited to the amount of R2 500. An excess of R500 will be applicable in the event of a *claim*.

The above-mentioned excess will be waived if the insured is 55 years or older.

## CONVENIENCE BENEFITS

The cover for “**Medical expenses of passengers**” and “**Trauma treatment**” is amended to read as follow:

### 1. Emergency expenses of passengers (other than *your* family)

We will compensate *you* for emergency expenses *you* incur and pay because of accidental bodily injuries to passengers in or on the *watercraft* after sinking or collision. The passenger cannot be a member of *your* family who normally lives with *you*. It must not be possible to recover the emergency expenses from any other insurance or facility.

The compensation limit as stated in the *Schedule* is amended to R5 000.

### 5. Emergency expenses of passengers (who are *your* family)

We will compensate *you* for emergency expenses *you* incur and pay for injuries to members of *your* family who normally live with *you*, when they are passengers in or on the *watercraft*, after sinking or collision. It must not be possible to recover the emergency expenses from any other insurance or facility.

The compensation limit as stated in the *Schedule* is amended to R5 000.

### 6. Trauma treatment

We will compensate *you* for trauma treatment that *you* incur and pay for if *you* suffered, which amounted to a disability event, as a direct result of an accident, hijacking or attempted hijacking of the *watercraft*. The trauma treatment must be given by a registered professional counsellor. It must not be possible to recover the expenses from any other insurance or facility.

Our compensation is limited to the amount shown in the *Schedule*.

## DEFINITIONS

The following definition is added:

### “**disability event**”

- means any event resulting in:
  - the loss of a limb or sense organ, or the use thereof by a person; or

- 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.

## **PERSONAL LEGAL LIABILITY**

### **BASIC COVER**

The following cover is amended:

#### **6. Personal legal liability to *domestic employees***

We will compensate *you* for *your* legal liability due to the accidental death of, or bodily injury to, *your domestic employees* that arises from and in the course of their employment, to claims not payable in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA).

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

We will compensate *you* up to the amount shown in the *Schedule* for any single *claim*, any series of *claims* resulting from the same event, or all events that happen during the period of insurance.

Exclusion 12 below does not apply to this compensation.

## **LEGAL COSTS AND LEGAL EXPENSES**

The following cover is amended:

- 1. We will compensate *you* for *your legal costs and legal expenses* in connection with the following:**
  - 1.1 an event that leads to *civil legal action* brought by *you* or against *you* in *your* private capacity;
  - 1.2 *your* defence against a prosecution for a *criminal act*;
  - 1.3 an event that leads to a legal action by or against *you* in a labour court. Cover for legal advice, if you need it, is available immediately;
  - 1.4 any legal action in connection with *family matters*, for example, divorce action, *child* custody disputes, maintenance suits and access to *children*. Cover for legal advice, if *you* need it, is available immediately;
  - 1.5 *identity theft* that leads to real or potential prejudice and results in legal liability or financial loss or both because of the fraudulent use of *your* personal information and identity by an unknown *person* or institution. We do not cover any *identity theft* caused by *your* own negligence.

## DEFINITIONS

The following definition is added:

### ***“criminal act”***

- means an act which is defined or recognised as a crime under the laws of the Republic of South Africa, example 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.

## PERSONAL ACCIDENT

### EXTENDED BASIC COVER

The cover for ***“Medical expenses”*** and ***“Trauma treatment”*** is amended as follow:

#### 1. **Emergency expenses**

We will compensate *you* for emergency expenses that *you* incur in the 12 months following an accident. However, these costs must not be recoverable from any other insurance, including any facility *you* may have.

Compensation is limited to the amount shown in the *Schedule* for each event.

#### 3. **Trauma treatment**

We will compensate *you* for the costs *you* pay for trauma treatment by a registered professional counsellor for trauma if *you* suffered a disability event due to the direct result of following a violent act of theft, burglary, hold-up, hijacking or attempted hijacking or fire.

However, these costs must not be recoverable from any other insurance, including any facility *you* may have.

Compensation is limited to the amount shown in the *Schedule*.

The following cover is deleted:

#### 5. **Life support machinery**

## DEFINITIONS

The following definition is added:

### ***“disability event”***

- means any event resulting in:
  - the loss of a limb or sense organ, or the use thereof by a person; or

- 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.