



# EXECUTIVE

Tailor-made Insurance

Santam Ltd (Reg no 1918/001680/06) is an authorised financial services provider (FSP 3416), a licensed non-life insurer and controlling company for its group companies.



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# GENERAL

## General terms and conditions

Cover under this policy is provided subject to the following General Terms and Conditions.

### 1. Basis of this policy

This policy, the *Schedule*, 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*.

### 2. Cover provided by this policy

2.1 We will provide cover under this policy only if we have received *your* premium in terms of General Terms and Conditions 4.

2.2 This policy does not cover an *insured event* or *section* if either the insured amount or the limit of compensation shown in the *Schedule*:

- has no monetary amount next to it or is left blank; or
- is shown as nil; or
- is shown as "not applicable".

2.3 We will not compensate *you* under more than one *section* of this policy for loss or damage if the loss or damage is covered by more than one *section*. The General Terms and Conditions 2.3 does not apply to the All Risks and the Extended Personal Legal Liability *sections*.

### 3. Period of this policy

The period of this policy is initially the period from the start date of this policy, as shown on the *Schedule*, 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.

### 4. Payment of premium

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

- monthly by debit order;
- yearly by debit order;
- yearly in cash.

*Your* payment preference, payment date and other payment details are shown in the *Schedule*.

#### 4.1 Monthly payment by debit order

*You* must pay *your* premium every month by debit order before the beginning of the month to which cover applies. We will present *your* debit order to *your* paying agent on the date shown in the *Schedule*.

If we do not receive *your* premium by the date shown in the *Schedule*:

4.1.1 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;

4.1.2 for any reason other than that mentioned in 4.1.1 we will present *your* 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.

#### 4.2 Yearly payment by debit order

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

If we do not receive *your* premium by the date shown in the *Schedule*:

4.2.1 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;

4.2.2 for any reason other than that mentioned in 4.2.1, 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.

#### 4.3 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 the *Schedule*. 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.

## 5. Duty of care

*You* must take all reasonable precautions and all reasonable care to prevent or minimise loss, damage, *death*, injury or liability.

## 6. Changes

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

## 7. Cancellation

7.1 *You* may cancel this policy or any *section* at any time.

7.2 We may cancel this policy, any *section*, or part of it by giving you 31 days written notice of the cancellation at *your* e-mail or *postal address* as shown in the *Schedule*.

## 8. Your rights

*You* (in this paragraph meaning the names set out in the *Schedule*) may not cede or assign *your* rights or obligations to another *person*. No other *person* may make a *claim* against *us*.

## 9. Claims

### 9.1 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 the *Schedule* and additional to the insured amount of the contents and or buildings *sections* of *your* private residential *structures*.

### 9.2 Claim settlement basis

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

9.2.1 repairing;

9.2.2 replacing;

9.2.3 paying cash in the form of an electronic funds transfer (EFT), digital payment or Santam-approved card; or

9.2.4 any combination of these.

*Our* compensation is limited to the amount shown in the *Schedule*, less any excess shown in the *Schedule*.

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.

### 9.3 Claim procedure

9.3.1 *You* must tell *us* as soon as possible of any event that may result in a *claim*, and advise *us* of any other policy which may cover the same event.

9.3.2 *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.

9.3.3 *You* must immediately inform *us* in writing if you become aware of any possible prosecution, legal proceedings or *claim* against *you* following an event.

- 9.3.4 You must immediately report to the police any event where *theft* or any other criminal act is involved.
- 9.3.5 You may not without our written consent admit liability, offer, promise or pay in respect of any event that may result in a *claim*.

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

- 9.4.1 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.
- 9.4.2 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.
- 9.4.3 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.
- 9.4.4 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.

#### 9.5 Fraudulent or wilful acts

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

- 9.5.1 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
- 9.5.2 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
- 9.5.3 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
- 9.5.4 the quantum of a *claim* is deliberately exaggerated by you or anyone acting on *your* behalf.

#### 9.6 Time limits

- 9.6.1 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.
- 9.6.2 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.
- 9.6.3 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.

#### 9.7 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.

## 10. 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*.

## 11. Information that affects the *risk*

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

- have not given us all the details that affect the *risk*; or
- 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*.

For this General Term and Condition, the term "*you*" includes any *person* acting on *your* behalf.

## 12. Reinstatement of the insured amounts or limits of compensation

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

## 13. No-*claim* bonus

13.1 A no-*claim* bonus applies to some *sections* of *your* policy as indicated on *your Schedule*.

13.2 If *you* have not claimed during the 12 months before the *renewal date* of this policy, *you* may earn a discount on *your* premium according to *our* scale of premiums. If we settle one or more *claims*, we will adjust the premium according to *our* scale of premiums.

13.3 We agree that *claims* against the types of cover marked  will not affect *your* no-*claim* bonus discount.

## 14. Excess

*Our* compensation is limited to the amount shown in the *Schedule*, less any excess. The “excess” is the amount *you* must pay before we settle any *claim*. The *Schedule* of this policy will show whether an excess applies.

## 15. Jurisdiction

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

## 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 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 confirmation of *your personal information* that is held by *us* and 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).

## 17. 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 General Terms and Conditions for the event or *claim*.

## 18. 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.

## 19. Reference to singular and plural

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

## 20. Words in italics

Words in italics, whenever appearing in this policy, mean that such word has a special meaning attached to it and is defined under definitions of this policy.

# General exclusions

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:

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

- 1.1 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.
- 1.2 Any act or activity of looting committed as part of the acts of riots (political and non-political); strikes (legal and illegal); public disorder; civil commotion; labour disturbance; xenophobia or Afrophobia acts.
- 1.3 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war.
- 1.4 Mutiny, popular uprising, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution.
- 1.5 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.
- 1.6 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.
- 1.7 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to in any of the General Exclusions 1.1 to 1.6 above.
- 1.8 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.

## 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.

### 3. Nuclear substances

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.

### 4. Nationalisation

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.

### 5. Liability by agreement

Any liability which you have because of an agreement you have entered into, unless you would have been liable if the agreement did not exist.

### 6. Indirect loss

Consequential or indirect loss.

If we state that a *claim* is not covered because of 1 to 6 above, you must prove the contrary.

### 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.

### 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.

### 9. Sanctions

We will not be liable for the provision of any cover, the payment of any claim and the provision of any benefit under this policy, to the extent that the provision of such cover, payment of such claim or provision of any benefit by us would expose us to any sanction, prohibition or restriction under any United Nations resolutions, the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America, South Africa or any other sanctions applicable to the us or our reinsurers irrespective of enactment in the jurisdiction where the indemnity or benefit is provided or payment made.



# SASRIA

SASRIA Limited provides cover if shown in the *Schedule* of this policy, for all *sections* of this policy covering *your* property insured.

SASRIA covers *you* for any accidental or intentional damage to *your* insured property caused by *any person* or group of people taking part in a *riot, strike, lock-out, public disorder, civil commotion* or committing any act which has a political, social or economic aim, objective or cause, or in protest against any state or government. This cover is limited to events in the Republic of South Africa only.

For a full description of cover and exclusions see the SASRIA master policy which is available on request from us.

## General definitions

These definitions apply throughout this policy unless shown differently in any particular *section*.

" <i>you/your/yours</i> "	– means the policyholder name shown in the <i>Schedule</i> .
" <i>us/our/we</i> "	– means Santam Limited.
" <i>renewal period</i> "	– means a period of 12 consecutive months as shown in the <i>Schedule</i> .
" <i>renewal date</i> "	– means the first day of a period of 12 consecutive months as shown in the <i>Schedule</i> .
" <i>claim/claims</i> "	– means any request for compensation (indemnity), whether or not any amounts have been established for the <i>claim</i> .
" <i>illegal act</i> "	– means any contravention of the laws, governmental regulations or by-laws of any of the countries, provinces, local authorities or municipalities in which this policy provides cover.
" <i>Schedule</i> "	– means the annexure forming part of this policy.
" <i>section/sections</i> "	– means the various <i>section(s)</i> of this policy.
" <i>postal address</i> "	– means the address shown in the <i>Schedule</i> .
" <i>risk</i> "	– means the insured property, a <i>person</i> or an entity and the degree of probability of a loss thereof or damage thereto.
" <i>unattended</i> "	– means that <i>you</i> or a <i>person you</i> have authorised to look after the insured property: <ul style="list-style-type: none"> <li>• are not physically present in the <i>private residence</i> or <i>outbuildings</i> or on the <i>premises</i> at the time of the event that leads to a <i>claim</i>;</li> <li>• are not close enough to the insured property to see it and are therefore unable to prevent any loss of or damage.</li> </ul>
" <i>cyber loss</i> "	– 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 <i>computer system</i> or <i>data</i> .
" <i>computer system</i> "	– 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, <i>data</i> storage device, networking equipment or back up facility.
" <i>data</i> "	– 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.
" <i>personal information</i> "	– means information relating to <i>you</i> , 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.
" <i>electricity grid failure or interruption</i> "	– 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.
" <i>municipality</i> "	– means the "metropolitan municipalities" and "district municipalities" and the "local municipalities", as defined by the Local Government: Municipal Structures Act 117 of 1998.
" <i>power surge</i> "	– 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

## Basic cover

### 1. Property insured

In this *section*, insured property is property that belongs to *you* or for which *you* are responsible as shown on the *Schedule*. It includes:

- household contents;
- personal property (including 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*.

### 2. Insured events

We will compensate *you* for 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:

2.1 *theft* or attempted *theft*, 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 *tenant's* family, is directly or indirectly responsible for such loss or damage.

2.2 malicious damage, however we do not cover malicious damage while *your private residence* is lent, let or sublet to a *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 damage.

#### 2.3 Subsidence or landslip (limited cover)

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

2.3.1 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;

2.3.2 caused or made worse by faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any building;

2.3.3 caused or made worse by structural alterations, additions or repairs;

2.3.4 caused or made worse by surface or subterranean excavations other than those performed in the course of mining operations;

2.3.5 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.

#### 2.4 Power surge

We will compensate *you* for loss of or damage to *your* contents caused by *power surge*.

Notwithstanding the provisions relating to "8. Electricity grid failure or interruption" under the "General: General Exclusions", loss or damage caused by power surge will be covered, 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 the *Schedule*.

#### 2.5 Washing on the line

We will compensate *you* 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 the *Schedule*.

#### 2.6 Your insured property while on the premises of your private residence

We will compensate *you* for loss or damage to *your* insured property while the insured property is on the *premises* of *your private residence*, up to the amount or percentage of the insured amount for the item (whichever is the greater), as shown in the *Schedule*.

### 3. Your property insured while inside your private residence and outbuildings

- 3.1 We will compensate you for loss or damage to your insured property while the insured property is inside your private residence and outbuildings. Our compensation is limited to the amount for the item, shown in the Schedule. This limit forms part of your contents insured amount.
- 3.2 Loss or damage from theft or attempted theft from any outbuilding on your premises is limited to the amount or percentage of the insured amount for the item (whichever is the greater), as shown in the Schedule. This limit forms part of your contents insured amount.
- 3.3 Cover for loss of or damage to money is limited to the amount shown in the Schedule. However, loss of or damage to money as a result of theft, is not covered. This limit forms part of your contents insured amount.

### 4. Your insured property while away from your premises

We will compensate you for loss or damage to your insured property while the insured property is:

- 4.1 inside a building where you live temporarily;
- 4.2 temporarily inside the residential section of any occupied private home;
- 4.3 deposited for safe keeping at any hotel, guest house, club, bank, safe deposit or registered furniture storehouse;
- 4.4 inside the building of a business for the purpose of making up, altering, renovating, repairing, cleaning or dyeing, excluding theft or attempted theft;
- 4.5 inside a building of any office, business or trade where you are employed. However, theft or attempted theft is limited to the amount, or percentage of the insured amount for the item (whichever is the greater), as shown in the Schedule; This limit forms part of your contents insured amount.
- However, theft or attempted theft is limited to the amounts shown in the Schedule. This limit forms part of your contents insured amount.
- 4.6 theft, collision or overturning of the conveying vehicle while you are in the process of permanently moving to a different risk address, or while your insured property is being transported 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 move or transport is undertaken by a professional furniture removal contractor. Cover excludes any damage to breakable articles like glass and china unless such articles were packed by the furniture removal contractor and are not otherwise insured. This limit forms part of your contents insured amount;
- 4.7 fire, lightning, thunderbolt or explosion while being transported or temporarily in other places than those mentioned in 4.1 to 4.3 above;
- 4.8 theft while being transported to or from any bank or safe deposit facility.

### 5. 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 the Schedule.

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

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

## Extended basic cover

### 1. Temporary increase of the insured amount

We will temporarily increase the insured amount each year for the period 15 December to 31 January. The percentage of the increase is shown in the Schedule.

### 2. Debris removal

We will compensate you for the necessary costs of removing your damaged insured property from your premises after loss or damage.

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

### 3. Alternative accommodation

We will compensate *you* for 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*.

- 3.1 This cover will only apply for the period reasonably required to make *your private residence* suitable to live in again, but is limited to a maximum period of 12 months.

Our compensation is limited to the percentage of the insured amount for the item, as shown in the *Schedule*.

- 3.2 If "Rent" of the Buildings *section* applies to the same *insured event*, we will compensate *you* under one of the relevant *sections* only.

### 4. Fire brigade charges

We will compensate *you* for the reasonable costs charged by any authorised body for extinguishing a fire to prevent or reduce loss or damage to *your insured property*.

### 5. Death

We will pay the amount shown in the *Schedule* 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*.

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

### 6. 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, or percentage of the insured amount for the item (whichever is the greater), as shown in the *Schedule* and additional to the insured amount of the contents of *your private residential structures*.

### 7. Loss of or damage to keys, locks and 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. Cover for property keys is worldwide.

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

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

### 8. 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:

- the amounts are calculated by the local authorities;
- the reading is at least 50% more than the average reading of the four readings preceding it;
- 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 the *Schedule*. However, we do not cover:

- 8.1 the costs to trace and to repair a leaking pipe;
- 8.2 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 the *Schedule*;
- 8.3 loss of water:
- 8.3.1 due to leaking taps, geysers or toilets;
- 8.3.2 from swimming pools or the leaking inlet or outlet pipes thereof;
- 8.3.3 if the *private residence* has not been occupied for more than 60 consecutive days.

## 9. Restoration of computer *data*

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 the *Schedule*.

## Convenience benefits

### 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* and additional to the insured amount of the contents of your *private residential structures*.

If "Emergency expenses of guests or visitors" of the Buildings *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 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* and additional to the insured amount of the contents of your *private residential structures*.

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

### 3. Personal effects of guests

We will compensate *your* guests for loss of or damage to their personal effects while their personal effects are inside your *private residence*.

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*.

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

### 4. Personal effects of *domestic employees*

We will compensate *your* full-time *domestic employees* for loss or damage to their personal effects caused while the personal effects are inside your *private residence* or *outbuildings*.

We do not cover the personal effects of *your* full-time *domestic employees* if the personal effects are lost or damaged due to *theft* or attempted *theft* while in your *outbuildings*.

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*.

This compensation does not apply if *your* full-time *domestic employees* have insurance that covers the loss or damage.

### 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;
- (d) 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*.

## 6. Storage costs for contents after damage

We will compensate *you* for the necessary storage costs *you* incur to safeguard *your* insured property after loss or damage covered under this section.

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*.

## 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* and additional to the insured amount of the contents of *your private residential structures*.

## 8. Guards

We will compensate *you* for the employment of guards to protect *your* insured property 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 the *Schedule*.

## 9. Hole-in-one

We will compensate *you* for the amount shown in the *Schedule* 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*.

If "Hole-in-one" of the Buildings *section* applies to the same *insured event*, we will compensate *you* under one of the relevant *sections* only.

## 10. Full house

We will compensate *you* for the amount shown in the *Schedule* 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*.

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

## 11. South African record

We will compensate *you* for the amount shown in the *Schedule* 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:

- more than one record during a calendar month;
- more than three records during a *renewal period*;
- a new record.

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

If "South African record" of the Buildings section applies to the same *insured event*, we will compensate you under one of the relevant sections only.

## 12. 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 the *Schedule*.

## Optional cover

(only if shown in the *Schedule* as included)

If a heading below is shown in the *Schedule*, we will cover you as shown under that heading. If the heading is not shown, you do not have that optional cover.

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

In the event that cover and limits for the same cover are shown under Extended basic cover, Convenience benefits or Optional cover it will be replaced by the cover and limits of this extension, where applicable.

The cover under this extension 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.

#### 1.1 Stock-in-trade

We will cover stock-in-trade if the insured amount shown in the *Schedule* for the House 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.

#### 1.2 Increase in peak period

The amount shown in the *Schedule* for the House Contents section will be increased by a percentage shown in the *Schedule* for:

- long weekends;
- during festivals; and
- during school holidays shown on the official provincial school calendar.

#### 1.3 Loss or damage of personal effects of paying guests

We will compensate you for loss or damage caused by an *insured event* to the personal effects, excluding *money* and any items of an exchangeable nature, that belong to paying guests while the personal effects are inside *your private residence*. The cover excludes household goods and personal effects insured elsewhere.

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

#### 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 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 the *Schedule*.

#### 1.5 External signs, blinds and canopies

We will compensate you for damage caused by an *insured event* to:



- external signs at the *premises* or elsewhere;
- blinds and canopies at *your premises*.

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

#### 1.6 Cleaning and dry-cleaning of guests' property

We will compensate *you* for *your* liability arising from accidental loss or damage to guests' laundry while their laundry is being cleaned or dry-cleaned by *you* or upon *your* instruction by a third party.

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

#### 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 shown in the *Schedule*.

## 2. Stock-in-trade of *your* home industry

We will compensate *you* for loss or damage to stock-in-trade of *your* home industry run from *your premises*. The nature of *your* home industry is shown in the *Schedule*.

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

## 3. Subsidence or landslip (comprehensive cover)

If this optional cover is selected, it replaces insured event 2.3 Subsidence or landslip (limited cover).

We will compensate *you* for loss of or damage to *your* insured property caused by subsidence or landslip or both. However, we will not cover loss or damage following:

- 3.1 the faulty design or construction of any building;
- 3.2 the removal or weakening of supports of any building;
- 3.3 structural alterations, additions or repairs;
- 3.4 excavations above or below ground, except excavations performed during mining operations. If we require it, *you* must prove that the loss or damage being claimed for was caused by subsidence or landslip, or both.

# Terms and conditions

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

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

Payments under Extended basic cover and Convenience benefits are additional to the insured amount for Basic cover.

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 the *Schedule*.

For a single *claim* or series of *claims* arising from a single event, we give compensation either:

- limited to the insured amount shown in the *Schedule*; or
- limited to the amount shown under Basic cover.

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

## 2. Inflation protection

The insured amount for the property insured under Basic cover 1 will increase each month to cater for the effect of inflation, according to the percentage that we apply at the *renewal date*. However, the *Schedule* will not reflect this 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 the *Schedule*.



### 3. Average

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 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	$\frac{R100\,000}{1}$	x	$\frac{R500\,000}{R1\,000\,000}$

We will only pay *you* R50 000.

This condition applies separately to each item in the *Schedule*.

### 4. Valuable articles

We will only compensate *you* for loss of or damage to furs, jewels, *jewellery*, gemstones, watches and articles made of platinum, gold or silver up to one third of the insured amount for the contents of *your private residence*.

### 5. Security measures

#### 5.1 Burglar bars

If we require burglar bars, as described in the *Schedule*, we will compensate *you* for *theft* or *burglary* only if:

- 5.1.1 the required burglar bars are fitted;
- 5.1.2 the required burglar bars have not been removed without our permission.

#### 5.2 Security gates

If we require security gates, as described in the *Schedule*, we will compensate *you* for *theft* or *burglary* only if:

- 5.2.1 the required security gates are fitted;
- 5.2.2 the required security gates are locked when *you* or *any person* *you* have authorised to look after *your private residence* leaves *your private residence* unattended;
- 5.2.3 the required security gates have not been removed without our permission;

#### 5.3 Alarm system

If we require an alarm system, as described in the *Schedule*, we will compensate *you* for *theft* and *burglary* only if:

- 5.3.1 the required alarm system is installed;
- 5.3.2 the required alarm system is in working order;
- 5.3.3 none of the "passive infrared motion detectors" of the required alarm system are obstructed or bypassed;
- 5.3.4 *your private residence* and *your outbuildings* are left unattended and the required alarm system has been set by *you* or *any person* *you* have authorised to look after *your private residence* and *outbuildings*, or *your private residence*, but not *your outbuildings*, is left unattended and the required alarm system has been set by *you* or *any person* *you* have authorised to look after *your private residence*; and
- 5.3.5 the required alarm system has not been removed without our permission.

#### 5.4 Perimeter security

If we require perimeter security, as described in the *Schedule*, we will compensate *you* for *theft* and *burglary* only if:

- 5.4.1 the required perimeter security is maintained and kept in working condition;
- 5.4.2 the required perimeter security has not been altered or removed without our permission.

## Not covered by this section

The following are not covered, unless specifically shown otherwise in the *Schedule*:

1. property that is more specifically insured, in this or any other policy, other than for any amount more than the specified insured amount;
2. loss or damage arising from *claims* occurring outside the *countries* set out in this policy;
3. property, whether it is processed or not, obtained with the purpose of disposing of it in a business transaction;
4. *money*, securities for *money*, deeds, bonds, bills of exchange, promissory notes, negotiable and other documents, stamps, manuscripts, rare books, medals and coins;
5. 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 all tools, spare parts and accessories of these vehicles, aircraft or *watercraft* that are on, in or attached to it;
6. animals;
7. loss or damage from or relating to any exchange, cash or credit sale agreement, including *theft* under false pretence and fraud;
8. the cost of reproduction or repair of *data* of any kind;
9. *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;
10. loss, damage or breakage covered by a manufacturer's purchase agreement, guarantee or service contract.
11. depreciation;
12. cracking or scratching of glass, glassware or any similar breakable article. This exclusion does not apply to *jewellery*, cameras, televisions or computer screens;
13. chipping or denting of furniture or domestic appliances;
14. loss or damage caused by:
  - storm, wind, water, hail or snow to property in the open or in a structure not completely roofed, while on the premises of your private residence, unless the insured property is designed to exist in the open;
  - 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;
  - domestic pets.

## Definitions

<i>"you/your"</i>	– means the policyholder shown in the <i>Schedule</i> , including <i>your</i> spouse and any other members of <i>your</i> family or <i>your</i> spouse's family who normally live with you.
<i>"private residence"</i>	– means the building of <i>your</i> home of which the wall and roof construction and <i>risk address</i> is shown in the <i>Schedule</i> .
<i>"outbuilding/outbuildings"</i>	– means the domestic rooms, private garages and private <i>outbuildings</i> which do not interlead with the <i>private residence</i> and are situated at and used in relation to <i>your private residence</i> at the <i>risk address</i> .
<i>"premises"</i>	– means the land on which <i>your private residence</i> and any <i>outbuildings</i> are situated.
<i>"risk address"</i>	– means the address of the <i>premises</i> on which <i>your private residence</i> and <i>outbuilding(s)</i> are situated.
<i>"money"</i>	– means cash, cheques, traveller's cheques, postal orders, <i>money</i> orders, travel and other tickets, gift vouchers/cards and current postage stamps.
<i>"countries"</i>	– means the Republic of South Africa, Namibia, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi and Mozambique.
<i>"burglary"</i>	– 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.

<i>"theft"</i>	– 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 and forcible means.
<i>"tenant"</i>	– means a <i>person</i> , other than <i>you</i> , who is allowed to occupy <i>your private residence</i> in terms of: <ul style="list-style-type: none"> <li>• an agreement with an internet service provider for accommodation; or</li> <li>• a written lease agreement; or</li> <li>• a verbal lease agreement;</li> </ul> but it does not include a paying guest, boarder or lodger who lives with <i>you</i> in <i>your private residence</i> .
<i>"fixed machinery"</i>	– means fixed, installed machinery of swimming pools, spa baths, boreholes (excluding windmills), sprinkle irrigation systems, electric gates, garage doors, lifts (including stairlifts), 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 <i>you</i> are responsible.
<i>"computer equipment"</i>	– means electronic devices or machines that manipulate <i>data</i> according to a list of instructions and have the ability to store and execute programs, consisting of hardware and supported by software (e.g. <i>laptops</i> and tablet computers).
<i>"flood"</i>	– means a large amount of water from any source (whether man-made or natural) that overflows onto, or flows over, normally dry land.
<i>"holiday home"</i>	– means <i>your</i> home, other than <i>your main residence</i> , where <i>you</i> only reside at certain times, e.g. during holidays or weekends. The <i>risk address</i> of <i>your holiday home</i> is shown in the <i>Schedule</i> .
<i>"main residence"</i>	– means <i>your</i> home where <i>you</i> normally reside in during any <i>renewal period</i> and situated at the <i>risk address</i> shown in the <i>Schedule</i> .
<i>"mobile communication devices"</i>	– means portable electronic items used for mobile communication, including all accessories (e.g. cellular phones and GPSs).
<i>"money"</i>	– means cash, cheques, traveller's cheques, postal orders, <i>money orders</i> , travel and other tickets, gift vouchers/cards and current postage stamps.
<i>"pet"</i>	– means a tame, domestic animal kept for companionship or pleasure, e.g. dog or cat. " <i>Pet</i> " does not mean animals that are naturally wild and tamed to be pets.
<i>"private residential structures"</i>	– means all the building <i>structures</i> on the <i>premises</i> of <i>your risk address</i> , including the <i>private residence</i> and <i>outbuildings</i> .
<i>"road"</i>	– means any public <i>road</i> or pathway, leading from one place to another, especially one with a prepared surface which vehicles can use. " <i>Road</i> " does not include any <i>road</i> or pathway on private property.
<i>"sea surge"</i>	– 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.
<i>"valuable articles"</i>	– means furs, jewels, <i>jewellery</i> , gemstones, watches and articles made of platinum, gold or silver.
<i>"disability event"</i>	– means any event resulting in: <ul style="list-style-type: none"> <li>• the loss of a limb or sense organ, or the use thereof by a person; or</li> <li>• 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.</li> </ul>

# ALL RISKS

If any of the Basic covers of this *section* are shown in the *Schedule*, your property is covered up to the limit of the insured amount shown thereunder.

## Basic cover

### 1. Jewellery cover

We will compensate you for loss or damage to your jewellery as shown in the *Schedule*.

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

### 2. Property specified in the *Schedule*

We will only cover property specifically insured in this *section*. This means that the property must be shown in the *Schedule* under "All Risks". If it is not shown in the *Schedule* under "All Risks", it is not insured.

#### 2.1 Stamp and coin collections and personal documents

We will compensate you for:

- the current catalogue or pricelist value of a single stamp or coin, or a single set of stamps or coins that is lost or damaged;
- the value of the materials and the cost of labour to replace lost or damaged *personal documents*, including personal deeds, wills, agreements, maps, plans, records, books, letters and certificates. We will not compensate you if these documents are negotiable instruments or share certificates.

#### 2.2 Bicycles or wheelchairs

We will compensate you for loss of or damage to a bicycle or wheelchair as shown in the *Schedule*, and its accessories.

#### 2.3 Mobile communication devices

We will compensate you for loss of or damage to your mobile communication device(s) shown in the *Schedule*. Cover includes:

- accessories;
- loss or damage caused by mechanical, electrical or electronic breakdown.

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

#### 2.4 Audiovisual equipment (including mechanical, electrical or electronic breakdown)

We will compensate you for loss of or damage to *audiovisual equipment* as shown in the *Schedule*.

#### 2.5 Photographic equipment

We will compensate you for loss of or damage to your *photographic equipment* shown in the *Schedule*.

Cover includes:

- accessories;
- loss or damage caused by mechanical, electrical or electronic breakdown.

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

#### 2.6 Computer equipment

We will compensate you for loss of or damage to your *computer equipment* shown in the *Schedule*.

Cover includes:

- accessories;
- standard software;
- loss or damage caused by mechanical, electrical or electronic breakdown.

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

## 2.7 Laptops

We will compensate you for loss of or damage to *your laptops* shown in the *Schedule*.

Cover includes:

- accessories;
- standard software;
- 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 the *Schedule*.

## 2.8 Items in a bank vault

We will compensate you for loss of or damage to items shown in the *Schedule* which are kept in a vault of a registered bank.

## 2.9 Vehicle sound equipment

We will compensate you for loss of or damage to *your vehicle sound equipment* shown in the *Schedule*.

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

## 2.10 Other specified articles

We will compensate you for loss of or damage to any other specified articles shown in the *Schedule*.

# Terms and conditions

## 1. Basis of indemnity

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 the *Schedule*.

## 2. 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.

## 3. Countries

Cover under this *section* of your policy is worldwide.

# Not covered by this section

The following are not covered:

1. *theft* from any vehicle which is left *unattended* and where the items were not in the locked luggage compartment or locked interior of the vehicle;
2. the cost of reproduction or repair of *data* of any kind;
3. anything covered by any guarantee, service contract, purchase contract or any purchase agreement of any type;
4. 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);
5. vehicles and all tools, spare parts and accessories related and attached thereto;
6. *watercraft* and all tools, spare parts and accessories related and attached thereto, other than surfboards, kite boards, paddle skis, *kayaks*, *canoes*, surf skis, windsurf boards, sailboards and model boats if specified under this *section*;
7. aircraft or other aerial devices and all tools, spare parts and accessories related and attached thereto;
8. *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;
9. depreciation;
10. gradual causes (such as wear and tear, rust, mildew, corrosion, decay);

11. loss or damage:
- 11.1 caused by household pests (such as rodents, ants and moths);
  - 11.2 caused by cleaning, repairing or restoring;
  - 11.3 such as mechanical, electrical or electronic breakdown. However, if specifically shown in the *Schedule*, we will cover mechanical, electrical or electronic breakdown of *mobile communication devices, audiovisual equipment, photographic equipment, computer equipment, laptops*, home entertainment devices and accessories;
  - 11.4 from or in connection with any exchange, cash or credit sale agreement, including *theft* under false pretence and fraud;
  - 11.5 due to electronic viruses, trojans, worms or similar destructive media interferences;
  - 11.6 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.

## Definitions

<i>"you/your"</i>	– means the policyholder shown in the <i>Schedule</i> , including <i>your</i> spouse and any other members of <i>your</i> family or <i>your</i> spouse's family who normally live with <i>you</i> .
<i>"audiovisual equipment"</i>	– means recording and reproduction equipment used for capturing, recording, processing, storing, transmitting and reconstructing images or sounds, including all accessories; (e.g. cameras, binoculars, TV's, decoders, portable DVD players, iPods, MP3 and MP4 players).
<i>"computer equipment"</i>	– means electronic devices that process large amounts of <i>data</i> 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.
<i>"laptop"</i>	– means portable electronic devices that process large amounts of <i>data</i> 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.
<i>"collections"</i>	– means a group of articles or objects that are meant to be kept together (e.g. coin <i>collections</i> or stamp <i>collections</i> )
<i>"items in a bank vault"</i>	– mean any item that <i>you</i> keep in the vault of a registered bank or safekeeping facility for safekeeping.
<i>"jewellery"</i>	– means an adornment (such as a bracelet, ring or necklace) made of precious metals and may be set with gems. <i>Jewellery</i> also includes watches.
<i>"mobile communication devices"</i>	– means portable electronic items, used for mobile communication, including all accessories (e.g. cellular phones, satellite navigation system receivers [GPS's]).
<i>"personal documents"</i>	– means personal deeds, wills, agreements, maps, plans, records, books, letters and certificates, but excluding negotiable instruments or share certificates.
<i>"photographic equipment"</i>	– means equipment used for the capturing of still or motion photographic images, including all accessories (e.g. a camera and video camera).
<i>"sports gear"</i>	– 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).
<i>"vehicle sound equipment"</i>	– means the sound equipment fitted in a vehicle, including all accessories (e.g. <i>car</i> radios or CD players).

# BUILDINGS

## Basic cover

### 1. Property insured

Your property insured is the private residential structures of your home. The Schedule gives its risk address and wall and roof construction. 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.

### 2. Insured events

We cover loss or damage caused by:

- 2.1 fire, lightning and explosion;
- 2.2 storm, wind, water, hail or snow. We will not cover the following:
  - 2.2.1 loss or damage caused by any process that uses or applies water;
  - 2.2.2 loss or damage caused by wear and tear;
  - 2.2.3 loss or damage caused by gradual deterioration;
  - 2.2.4 loss or damage caused by mildew, rust or corrosion;
  - 2.2.5 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.
- 2.3 earthquake;
- 2.4 bursting of water tanks, apparatus or pipes (including the damage to them);
- 2.5 impact with the private residential structures by animals, vehicles, aircraft or aerial devices or other objects falling from them, or falling trees except when felled by someone;
- 2.6 collapse or breakage of aerial systems and satellite dishes;
- 2.7 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;
- 2.8 burglary;
- 2.9 accidental leakage of oil from oil heaters;
- 2.10 malicious damage, but 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.
- 2.11 subsidence or landslip (limited cover). However, we do not cover loss or damage:
  - 2.11.1 to drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates and fences, driveways, paving, swimming pool borders or tennis courts;
  - 2.11.2 caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types;
  - 2.11.3 caused or made worse by faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any building;
  - 2.11.4 caused by structural alterations, additions or repairs;
  - 2.11.5 caused by surface or subterranean excavations other than those performed in the course of mining operations;
  - 2.11.6 caused by normal settlement, shrinkage or expansion of the building.

If we require it, you must prove that the loss or damage being claimed for was caused by subsidence or landslip;

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

We will compensate you for loss or damage to the private residential *structures* caused by subsidence or landslip, or both.

However, we will not cover loss or damage:

- 2.12.1 to drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates and fences, driveways, paving, swimming pool borders or tennis courts;
- 2.12.2 caused or made worse by faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any private residential *structures* buildings;
- 2.12.3 caused by structural alterations, additions or repairs;
- 2.12.4 caused by surface or subterranean excavations, except those performed during mining operations;
- 2.12.5 caused by normal settlement, shrinkage or expansion of the private residential *structures* buildings.

If we require it, you must prove that the loss or damage being claimed for was caused by subsidence or landslip;

## 2.13 Flood

We will compensate you for loss of or damage to your buildings caused by *flood*. We do not cover the following:

- 2.13.1 loss or damage caused by any process which uses or applies water;
- 2.13.2 loss or damage caused by wear and tear;
- 2.13.3 loss or damage caused by gradual deterioration;
- 2.13.4 loss or damage caused by mildew, rust or corrosion;
- 2.13.5 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;

## 2.14 Sea surge

We will compensate you for loss of or damage to your buildings caused by *sea surge*. We do not cover the following:

- 2.14.1 loss or damage caused by any process which uses or applies water;
- 2.14.2 loss or damage caused by wear and tear;
- 2.14.3 loss or damage caused by gradual deterioration;
- 2.14.4 loss or damage caused by mildew, rust or corrosion;
- 2.14.5 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;

## 2.15 Collapse or breakage of aerial systems and satellite dishes

We will compensate you for 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*;

## 2.16 Power surge

We will compensate you for loss of or damage to your buildings caused by *power surge*.

Notwithstanding the provisions relating to "8. Electricity grid failure or interruption" under the "General: General Exclusions", loss or damage caused by power surge will be covered, 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 the *Schedule*.

## 2.17 Accidental damage

We will compensate you for accidental physical loss of or damage to your buildings. This cover does not override any other cover and/or limits that are more specifically shown in this policy.

We will not cover:

- 2.17.1 depreciation;
- 2.17.2 gradual causes (such as wear and tear, rust, mildew, corrosion, decay);



2.17.3 loss of or damage to *fixed machinery*;

2.17.4 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.

2.17.5 consequential loss of any nature.

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

*If Extended Basic cover "Accidental damage to fixed machinery" or Optional cover "Accidental damage to fixed machinery" of the Buildings section applies to the same insured event, we will compensate you under one of the relevant covers only.*

## Extended basic cover

### 1. Debris removal

*We will compensate you for the necessary costs of removing your damaged insured property from your premises after loss or damage caused by an insured event.*

### 2. Rent receivable

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

2.1 This cover is only valid for the period reasonably required to make *your private residence* suitable to live in, but is limited to a maximum period of 12 months only.

*Our compensation is limited to the percentage of the insured amount for the item as shown in the Schedule.*

### 3. Alternative accommodation

*We will compensate you for 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.*

3.1 This cover is only valid for the period reasonably required to make *your private residence* suitable to live in, but is limited to a maximum period of 12 months only.

3.2 Our compensation is limited to the percentage of the insured amount for the item as shown in the *Schedule*.

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

### 4. Fire brigade charges

*We will compensate you for the reasonable costs that an authorised body charges for extinguishing a fire to prevent or reduce loss or damage to your insured property.*

### 5. Mirrors and certain glass

*We will compensate you for the cost of replacing accidentally broken fixed glass, mirrors or sanitary ware that forms part of your private residential structures.*

This extended cover does not apply if *your private residence* remains unoccupied and unfurnished for more than 60 consecutive days.

## 6. Professional fees and demolition costs

We will compensate *you* for the necessary costs that *you* incur relating to a valid *claim* for demolition and clearing, erection of hoardings, municipal scrutiny of plans, or the fees and costs of architects, quantity surveyors and consulting engineers.

## 7. Public supply or mains connections

We will compensate *you* for accidental damage to, and the fair and reasonable cost of repairing or replacing, water, sewerage, gas, electricity and telephone connections between the public supply and *your private residential structures*. This will only apply if the connections belong to *you* or are *your* responsibility.

## 8. Loss of water

We will compensate *you* for amounts that *you* owe local authorities for water which has been lost due to leaking pipes. This will only apply if the following conditions are met:

- the amounts are calculated by the local authorities;
- the reading is at least 50% more than the average reading of the four readings preceding it;
- 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 the *Schedule*. This cover does not include:

- 8.1 the costs to trace and to repair a leaking pipe;
- 8.2 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 the *Schedule*;
- 8.3 loss of water:
  - 8.3.1 due to leaking taps, geysers or toilets;
  - 8.3.2 from swimming pools or the leaking inlet or outlet pipes thereof;
  - 8.3.3 if the *private residence* has not been occupied for more than 60 consecutive days.

## 9. Removal of fallen trees

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

## 10. Tracing of leaks

We will compensate *you* for the fair and reasonable cost of tracing the source of a water, gas or oil leak from any fixed domestic water or heating appliance and 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 extra cover does not include the cost of repairing the leak.

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

## 11. Special alterations

We will compensate *you* for the fair and reasonable cost of alterations to the private residential *structures* if these are necessary because *you* have an *accident* that causes *bodily injury* and leaves *you* permanently bound to a wheelchair during the period of this policy.

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

## 12. Cover before property transfer

We will compensate *you* for loss or damage to private residential *structures* 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. This only covers property *you* buy and insure in terms of this policy.

This cover will not apply if the private residential *structures* are insured by the seller or on the seller's behalf.

### 13. Accidental damage to *fixed machinery*

We will compensate *you* for sudden and unexpected damage to *fixed machinery* installed at *your risk address*. The *fixed machinery* must be for domestic use only.

We will not cover:

- 13.1 depreciation;
- 13.2 gradual causes (such as wear and tear, rust, mildew, corrosion, decay);
- 13.3 loss or damage:
  - 13.3.1 payable as an *insured event* that covers *your buildings* as shown in the *Schedule*;
  - 13.3.2 to windmills;
  - 13.3.3 caused by household pests (such as rodents, ants and moths);
  - 13.3.4 caused by cleaning, repairing or restoring by any manner or method;
  - 13.3.5 caused by *power surge*;
  - 13.3.6 to any *data* or telecommunication equipment or apparatus;
  - 13.3.7 if covered by a manufacturer's guarantee, purchase agreement or service contract.

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 the amount of the extended basic cover for "Accidental damage to *fixed machinery*", the Extended basic cover for "Accidental damage to *fixed machinery*" will apply and the optional cover for "Accidental damage to *fixed machinery*" cover will not apply; or
- If the insured amount for "Accidental damage to *fixed machinery*" is more than the amount of the extended basic cover for "Accidental damage to *fixed machinery*", this extended basic cover for Accidental damage to *fixed machinery* will not apply and Accidental damage to *fixed machinery* cover will apply under the optional cover for "Accidental damage to *fixed machinery*" up to the amount shown in the *Schedule*.

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

If Basic cover "Accidental damage" of the Buildings *section* applies to the same *insured event*, we will compensate *you* under one of the relevant covers only.

### 14. Loss of or damage to keys, locks and 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. Cover for property keys is worldwide.

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

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

### 15. *Death*

We will pay the amount shown in the *Schedule* 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 "*Death*" of the House Contents *section* applies to the same *insured event*, we will compensate *you* under one of the relevant *sections* only.

### 16. 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, or percentage of the insured amount for the item (whichever is the greater), as shown in the *Schedule*.

If "Veterinary expenses" of the House Contents *section* applies to the same *insured event*, we will compensate *you* under one of the relevant *sections* only.

## Convenience benefits

### 1. 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* 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 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.

### 3. Damage to gardens

We will compensate *you* for damage to trees, shrubs, plants and sprinkle irrigation systems at *your risk address* caused by:

- fire or explosion;
- a vehicle or aircraft;
- *any person* responding to a fire or explosion at *your private residential structures*. Our compensation is limited to the amount shown in the *Schedule*.

### 4. Emergency accommodation

We will compensate *you* for emergency accommodation if *your private residential structure* is not fit to live in because of an *insured event*. The cover is valid for up to two nights. The period of compensation will end as soon as *you* are able to arrange for alternative accommodation while *your private residential structure* is made fit to live in again.

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

### 5. Guards

We will compensate *you* for the employment of guards to protect *your private residential structure* after an *insured event* has occurred.

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

If "Guards" of the House Contents *section* applies to the same event, we will compensate *you* under one of the relevant *sections* only.

### 6. Hole-in-one

We will compensate *you* for the amount shown in the *Schedule* 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.

If "Hole-in-one" of the House Contents *section* applies to the same *insured event*, we will compensate *you* under one of the relevant *sections* only.

## 7. Full house

We will compensate *you* for the amount shown in the *Schedule* 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.

If "Full house" of the House Contents *section* applies to the same *insured event*, we will compensate *you* under one of the relevant *sections* only.

## 8. 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*.

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

## 9. South African record

We will compensate *you* for the amount shown in the policy *Schedule* 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:

- more than one record during a calendar month;
- more than three records during a *renewal period*;
- a new record.

If "South African record" of the House Contents *section* applies to the same *insured event*, we will compensate *you* under one of the relevant *sections* only.

# Optional cover

(only if shown in the *Schedule* as included)

If a heading below is shown in the *Schedule*, we will cover *you* as shown under that heading. If the heading is not shown, *you* do not have that optional cover.

## 1. Accidental damage to *fixed machinery*

We will compensate *you* for sudden and unexpected damage to *fixed machinery* installed at *your risk address*. The *fixed machinery* must be for domestic use only.

We will not cover:

- 1.1 depreciation;
- 1.2 gradual causes (such as wear and tear, rust, mildew, corrosion, decay);
- 1.3 loss or damage:
  - 1.3.1 payable as an *insured event* or Extended basic cover that covers *your buildings* as shown in the *Schedule*;
  - 1.3.2 to windmills;
  - 1.3.3 caused by household pests (such as rodents, ants and moths);
  - 1.3.4 caused by cleaning, repairing or restoring by any manner or method;
  - 1.3.5 caused by *power surge*;
  - 1.3.6 to any *data* or telecommunication equipment or apparatus;
  - 1.3.7 if covered by a manufacturer's guarantee, purchase agreement or service contract.

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

If Basic cover "Accidental damage" or Extended Basic cover "Accidental damage to fixed machinery" of the Buildings section applies to the same *insured event*, we will compensate you under one of the relevant covers only.

## 2. Maintenance of geysers

If the geysers or hot water cylinders installed at *your structures* shown in the *Schedule* break or fail, we will compensate you for the costs of maintenance of these geysers or hot water cylinders.

Cover includes loss or damage caused by:

- 2.1 rust;
- 2.2 decay;
- 2.3 gradual deterioration;
- 2.4 wear and tear;
- 2.5 cracking or splitting;
- 2.6 inherent vice; or
- 2.7 latent defects.

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

# Terms and conditions

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

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

Payments under Extended basic cover and Convenience benefits are additional to the insured amount for Basic cover.

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 the *Schedule*.

For a single *claim* or series of *claims* arising from a single event, we give compensation either:

- limited to the insured amount shown in the *Schedule*; or
- limited to the amount shown under Basic cover.

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*.

## 2. Inflation protection

The insured amount for the property insured under Basic cover 1 will be increased each month to cater for the effect of inflation, according to the percentage we apply at the *renewal date*. However, the *Schedule* will not reflect this 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 the *Schedule*.

## 3. Alterations or additions to *your private residential structures*

If you tell us within 60 days from the start of alterations and additions to the private residential *structures*, we will increase the insured amount by the value of the alterations and additions.

## 4. Average

If, according to our calculations, the amount needed to replace all *your private residential structures* with similar new *structures* 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 private residential *structures*. 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	R 200 000		
Calculation: Underinsurance	$\frac{R\ 200\ 000}{1}$	x	$\frac{R1\ 000\ 000}{R2\ 000\ 000}$

We will only pay *you* R100 000.

This condition applies separately to each item in the *Schedule*.

## 5. 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:

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

## 6. Interests of others

If the interest of any bank or any other financial institution has been noted in the *Schedule* 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 amount shown in the *Schedule* 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:

- 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;
- the bank or financial institution tells us about the act or omission as soon as they become aware of it;
- *you* pay any extra premium *you* owe.

## 7. 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 private residential structures*.

## Not covered by this section

None of the following are covered, unless specifically shown otherwise in the *Schedule*:

1. loss or damage caused by or comprising:
  - 1.1 demolition, alteration, construction, cleaning, renovation, repair, restoration or a similar process;
  - 1.2 rot, rising damp, a rise in the water table except as a result of a storm, fungus, mould, infestation, insects or vermin;
  - 1.3 weeds or roots;
  - 1.4 chipping, scratches, disfiguration or discolouration;
  - 1.5 wear and tear or other gradually operating causes;

2. any loss or damage caused by 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;
3. *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.
4. loss, damage or breakage covered by any guarantee, service contract, purchase contract or any purchase agreement.

## Definitions

<i>"you/your"</i>	– means the policyholder shown in the <i>Schedule</i> of this policy.
<i>"private residence"</i>	– means the building of <i>your</i> home of which the wall and roof construction and <i>risk address</i> is shown in the <i>Schedule</i> .
<i>"private residential structures"</i>	– means the building of <i>your private residence</i> , constructed and situated as shown in the <i>Schedule</i> , including: <ul style="list-style-type: none"> <li>• <i>private outbuildings</i>;</li> <li>• fixtures and fittings belonging to the owner of the private residential <i>structures</i> while in or on the <i>structures</i>;</li> <li>• fixed recreational and ornamental <i>structures</i>;</li> <li>• paved and surfaced areas (including driveways) of brick, concrete, asphalt or stone (not gravel);</li> <li>• boundary and other walls, gate posts, gates (including all the machinery related to the gates), fences (other than hedges);</li> <li>• tennis courts;</li> <li>• swimming pools, spa baths, saunas and associated machinery and equipment, but not including movable swimming pools;</li> <li>• satellite dishes;</li> <li>• lightning conductors/masts;</li> <li>• fixed electric generators;</li> <li>• borehole machinery supplying water solely for domestic purposes;</li> <li>• septic tanks.</li> </ul>
<i>"premises"</i>	– means the land on which <i>your</i> private residential structure is situated.
<i>"outbuilding/outbuildings"</i>	– means the domestic rooms, private garages and private <i>outbuildings</i> which do not interlead with the <i>private residence</i> and are situated at and used in relation to <i>your private residence</i> at the <i>risk address</i> .
<i>"risk address"</i>	– means the address of the <i>premises</i> on which <i>your private residence</i> and <i>outbuilding(s)</i> are situated.
<i>"burglary"</i>	– 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.
<i>"theft"</i>	– 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.



"tenant"	<p>– means someone, other than you, who is allowed to occupy <i>your private residence</i> in terms of:</p> <ul style="list-style-type: none"> <li>• an agreement with an internet service provider for accommodation; or</li> <li>• a written lease agreement; or</li> <li>• a verbal lease agreement;</li> </ul> <p>but it does not include a paying guest, boarder or lodger who lives with <i>you</i> in <i>your private residence</i>.</p>
"fixed machinery"	<p>– means installed machinery of swimming pools, spa baths, boreholes (excluding windmills), sprinkle irrigation systems, electric gates, garage doors, lifts (including stairlifts), central vacuum cleaning systems, water pumps, air conditioners, stoves, alarms, walk-in refrigerators and freezers, security surveillance equipment, solar power generation systems and panels as well as electric power generators.</p>
"countries"	<p>– means the Republic of South Africa.</p>
"flood"	<p>– means a large amount of water from any source (whether man-made or natural) that overflows onto, or flows over, normally dry land.</p>
"insured event"	<p>– means <i>theft</i> or attempted <i>theft</i>, fire, explosion, lightning, thunderbolt, storm, wind, water, snow, hail, <i>flood</i>, <i>sea surge</i>, earthquake, impact, <i>burglary</i>, 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.</p> <p>This policy will indicate which of the <i>insured events</i> are covered under <i>your</i> buildings shown in the <i>Schedule</i>.</p>
"sea surge"	<p>– 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.</p>
"structures"	<p>– means any structure defined under "Buildings", but specifically named as a separate structure in the <i>Schedule</i>. Examples of "Structures" include a lapa or granny flat.</p>
"disability event"	<p>– means any event resulting in:</p> <ul style="list-style-type: none"> <li>• the loss of a limb or sense organ, or the use thereof by a person; or</li> <li>• 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.</li> </ul>

# VEHICLES

## Basic cover

Our compensation depends on the limit of compensation and the type of cover *you* have chosen as shown in the *Schedule*. The types of cover are listed below.

### 1. Comprehensive

If *you* have this option, 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 as shown in the *Schedule*. Cover includes amounts for which *you* are legally liable to a third party if the liability relates to *your* vehicle.

### 2. Comprehensive, excluding theft and hijack

If *you* have this option, we cover accidental loss of or damage to *your* vehicle. Cover excludes loss or damage caused by theft or hijack or any attempt at *theft or hijack*. If we decide that it is not economical to repair *your* vehicle, *our* compensation will be as shown in the *Schedule*. Cover includes amounts for which *you* are legally liable to a third party if the liability relates to *your* vehicle.

### 3. Limited (fire, theft and hijack)

If *you* have this option, we cover accidental loss of or damage to *your* vehicle only if the loss or damage is caused by fire, lightning, explosion, *theft* or hijack or any attempted *theft* or hijack. If we decide that it is not economical to repair *your* vehicle, *our* compensation will be as shown in the *Schedule*. Cover includes amounts for which *you* are legally liable to a third party if the liability relates to *your* vehicle.

### 4. Third party only

If *you* have this option, we cover amounts for which *you* are legally liable to a third party if the liability relates to *your* vehicle.

### 5. Personal accident

We will pay compensation for *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 shown in the *Schedule*.

This compensation will be paid as follows:

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

## Extended basic cover

### 1. Tow-in cost and safeguarding

We will compensate *you* for 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.

### 2. Repatriation costs

We will compensate *you* 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 the *Schedule*.

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

### 3. Emergency repairs

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

### 4. Delivery after repairs

We will compensate *you* for the reasonable costs to deliver *your vehicle* to *your home address* as shown in the *Schedule* after the completion of our authorised repairs.

## 5. Tow-in cost and safeguarding after mechanical breakdown

We will compensate *you* for the reasonable cost of safeguarding and moving *your* vehicle if it has a mechanical or electrical breakdown.

This cover applies only once during any *renewal period* of cover provided by this *section*. Our compensation is limited to the amount shown in the *Schedule*.

## 6. Vehicle transfer cover (for any vehicle you buy)

We cover loss of or damage to a vehicle *you* have purchased, but only for the first 72 hours after *you* have taken physical possession of *your* vehicle. This cover applies only if all of the following conditions are met:

- 6.1 *you* have purchased *your* vehicle from a member of the motor trade;
- 6.2 the seller has no insurance that covers *your* vehicle;
- 6.3 *you* have at least one vehicle insured for Comprehensive cover under this policy;
- 6.4 *you* add *your* vehicle for Comprehensive cover under *your* policy before we will handle *your claim*.

If we decide *your* vehicle is uneconomical to repair our compensation will not be more than the lowest of:

- the reasonable *market value* of *your* vehicle *you* have bought;
- the limit of compensation as shown in the *Schedule*.

## 7. Replacement of *your car* or *light delivery vehicle* after a *claim*

We may replace *your car* or *light delivery vehicle* with a similar make and model if all the following conditions are met:

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

If *you* refuse that we replace *your car* or *light delivery vehicle* with a similar make and model, our compensation will be the limit of compensation of *your car* or *light delivery vehicle* as shown in the *Schedule*.

## 8. Difference in excess cover for a rented vehicle

If *your vehicle*, which must be covered under Comprehensive of this policy, is the subject of a *claim* under this policy and *you* rented a substitute vehicle which is stolen or damaged, we will compensate *you* for the difference in the excesses if the excess for the rented vehicle is more than the excess that applies to *your vehicle* under this *section*.

This cover will only apply if *you* have taken the insurance protection offered by *your car* hire company.

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

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

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

## 10. Car hire

10.1 We will facilitate a hired vehicle for *you* if *your car*, *light delivery vehicle*, *motorcycle* and *motor-home* is unusable or being repaired after a *claim* we have accepted under this *section* of *your* policy.

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

- 10.3 We will not facilitate the hired vehicle for more than 30 days. The arrangement will end at the earliest of the following dates:
- the date on which *your car, light delivery vehicle, motorcycle and motor-home* is repaired to *your* satisfaction, if we have authorised its repair;
  - the date on which we settle *your claim* by a cash payment;
  - the date on which we replace *your car, light delivery vehicle, motorcycle and motor-home*.
- 10.4 The facilitated car hire by Santam with the car rental company includes:
- a vehicle according to the vehicle car hire class shown in the *Schedule* (subject to availability);
  - unlimited kilometres;
  - limited cover for accident or theft of the hired vehicle as contained in the car rental contract;
  - airport surcharge;
  - tourism levy (if applicable in the car rental contract);
  - delivery or collection up to the kilometre limit of *your* car hire company;
  - any two declared drivers.
- 10.5 However, the following costs are for *your* own account:
- 10.5.1 delivery or collection fees when the kilometre limit of the car hire company is exceeded;
- 10.5.2 the cost of any extra declared drivers;
- 10.5.3 one-way drop-off fees;
- 10.5.4 *car* rental deposit;
- 10.5.5 traffic fines;
- 10.5.6 administration fees for traffic fines;
- 10.5.7 *accident* administration fees;
- 10.5.8 breakage of windscreens or windows;
- 10.5.9 any excess included in any policy covering the hired vehicle, except for the amount shown in the *Schedule* for "Difference in excess for a rental vehicle";
- 10.5.10 water and undercarriage damage;
- 10.5.11 costs associated with the operation of the hired vehicle;
- 10.5.12 the difference in costs between *your car* hire group *you* selected and a more expensive *car* hire group;
- 10.5.13 toll-fees.
- 10.6 Cover is subject to the following conditions:
- 10.6.1 *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.
- 10.6.2 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 *your* 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 Optional cover "Vehicle hire" of *your* vehicle section applies to the same *insured event*, we will compensate *you* under one of the relevant covers only.

## Convenience benefits

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

After loss of or damage to *your* 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 *your* 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*.

### 2. Emergency accommodation (this does not apply if *you claim* under Extended basic cover 4: Tow-in cost and safeguarding after mechanical breakdown)

We will compensate *you* for accommodation for up to two nights for *you* and any passenger travelling with *you* if *you* cannot complete *your* journey in *your* vehicle because it is lost or damaged.

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

### 3. Emergency costs

We will compensate *you* for costs of emergency services *you* are liable to pay to any public authority after any loss of or damage to *your* vehicle.

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

### 4. Fire extinguishing costs

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

### 5. Wreckage removal

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

### 6. Recovery costs (this only applies if *you* have selected comprehensive or limited cover)

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

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

### 7. Emergency expenses of passengers (*your family*)

After loss of or damage to *your* 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 *your* 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*.

### 8. 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 *your* 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

(only if shown in the *Schedule* as included)

If a heading below is shown in the *Schedule*, we will cover you as shown under that heading. If the heading is not shown, you do not have that optional cover.

## 1. Specified accessories

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

Our compensation is limited to the replacement value of the insured accessories with similar new accessories, limited to the insured amount shown in the *Schedule*.

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

## 2. Cover for credit shortfall (without residual)

We will pay the difference between the market value of your vehicle 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 being either:

- in our opinion beyond economic repair following loss or damage; or
- 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).

2.1 Our compensation is limited to any amount still outstanding on your Credit Agreement less:

2.1.1 any arrear instalments or rentals, including interest payable on the arrears;

2.1.2 all refunds of premium for cancellation of any insurance cover relating to your vehicle;

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

2.1.4 a settlement value which has not been settled in terms of a previous credit agreement and which value has been carried over to your current credit agreement.

## 3. Cover for credit shortfall (with residual)

We will pay the difference between the market value of your vehicle and the outstanding settlement value in terms of a credit agreement that you entered into. Our compensation for the residual value is limited to the percentage shown in the *Schedule*. If this percentage is less than the percentage agreed to and shown in your credit agreement, you will be liable for the difference.

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

- in our opinion beyond economic repair following loss or damage; or
- 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).

3.1 Our compensation is limited to any amount still outstanding on your Credit Agreement less:

3.1.1 any arrear instalments or rentals, including interest payable on the arrears;

3.1.2 all refunds of premium for cancellation of any insurance cover relating to your vehicle;

3.1.3 a settlement value which has not been settled in terms of a previous credit agreement and which value has been carried over to your current credit agreement.

## 4. Contents of *caravans* or *trailers*

We will compensate *you* for loss of or damage to the contents of *your caravan* or *trailer*, while the contents are kept in *your caravan* or its side tent or in the *trailer* or its tent. *Your caravan* or *trailer* must be insured under this policy.

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 the *Schedule*.

We will not compensate *you* for:

- 4.1 fixtures and fittings;
- 4.2 loss of or damage to tools or goods and samples relating to a business, trade or occupation;
- 4.3 damage to glass, glassware or other breakable articles, due to cracking, scratching or breakage, unless caused by *your caravan* or *trailer* being involved in an *accident*.

## 5. Tools, spare parts and travel accessories

We will compensate *you* for loss of or damage to *car* tools, spare parts and travel accessories (such as seat covers, rubber mats, towing ropes, sun shields) while they are in *your vehicle*.

*Our* compensation is limited to the replacement value of the insured property with similar new property, limited to the insured amount shown in the *Schedule*.

## 6. Vehicle hire

- 6.1 We will facilitate a hired vehicle for *you*, subject to availability, in terms of *your* selection shown in the *Schedule*, if *your vehicle* is unusable or being repaired after a *claim* we have accepted under this *section* of the policy.
- 6.2 We will facilitate the hired vehicle only after we have received full information about the loss or damage.
- 6.3 *Your* hired vehicle will be provided for a period which will in total not be more than 30 days. The period for which we facilitate a hired vehicle for *you* will end as soon as any one of the following takes place.
  - the date on which *your* vehicle is repaired to *your* satisfaction, if we have authorised its repair;
  - the date on which we settle *your claim* by a cash payment;
  - the date on which we replace *your* vehicle.
- 6.4 The facilitated car hire by Santam with the car rental company includes:
  - a vehicle as selected by *you* from our available options and shown in the *Schedule*;
  - unlimited kilometres;
  - limited cover for accident or theft of the hired vehicle as contained in the car rental contract;
  - airport surcharge;
  - tourism levy (if applicable in the car rental contract);
  - delivery or collection within the kilometre limit of *your* car hire company;
  - any two declared drivers.
- 6.5 We will not indemnify *you* for any of the following and are they for *your own* account:
  - 6.5.1 the following costs:
    - delivery or collection fees when the kilometre limit of the car hire company is exceeded;
    - the cost of any extra declared drivers;
    - one-way drop-off fees;
    - *car* rental deposit;
    - administration fees for traffic fines;
    - breakage of windscreens/windows;
    - *accident* administration fees;
  - 6.5.2 any excess included in any policy covering the hired vehicle, except for the amount shown in in the *Schedule* for "Difference in excess for a rental vehicle";
  - 6.5.3 water and undercarriage damage;
  - 6.5.4 costs associated with the operation of the hired vehicle;



- 6.5.5 traffic fines;
- 6.5.6 the difference in costs between *your car* hire group you selected and a more expensive *car* hire group;
- 6.5.7 toll-fees.
- 6.6 You must have a valid credit card issued in *your* name with which to pay *your car* hire company for the above fees and excess.
- 6.7 It is *your* responsibility to find out these costs when you take delivery of the hired vehicle.
- 6.8 We will facilitate the hired vehicle for you only in the Republic of South Africa.
- 6.9 If you need a hired vehicle in any of the other *countries*, you may hire *your* 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.
- 6.10 We will not exceed the same 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 Extended Basic cover "Car hire" of *your vehicle* section applies to the same *insured event*, we will compensate you under one of the relevant covers only.

## 7. 4X4 and off-road cover

This cover only applies to *your car* or *light delivery vehicle* mentioned in the *Schedule* and insured for Comprehensive cover.

In the event that cover and limits for the same cover are shown under Extended basic cover, Convenience benefits or Optional cover, it will be replaced by the cover and limits of this 4x4 cover extension, where applicable.

### 7.1 Emergency repairs

We will compensate you for emergency repairs to *your vehicle* 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 the *Schedule*.

### 7.2 Winching equipment

We will compensate you for sudden and unforeseen mechanical or electrical breakdown, failure, or breakage of the winching equipment of *your vehicle*.

This cover excludes breakdown and failure or breakage:

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

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

### 7.3 Extinguishing costs

We will compensate you for any 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 the *Schedule*.

### 7.4 Personal documents

We will compensate you for the cost of replacing:

- lost or damaged *personal documents*, comprising of *your* identity documents, passports, visas and vaccination certificates;
- any lost or damaged printed *road* maps or permits which allow *your* vehicle entry into or exit from *countries*.

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

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

After loss of or damage to *your 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 *your 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*.

## 7.6 Loss of keys

We will compensate *you* for the cost of replacing locks and keys, including any remote controls and, if necessary, the reprogramming of any coded security system of *your vehicle*. We will pay this compensation after:

- the disappearance or *theft* of the keys or remote controls, or both;
- the reasonable belief that an unauthorised *person* may be in possession of a duplicate key or remote control;
- damage to the locks.

The cover for vehicle keys are worldwide and our compensation is limited to the amount shown in the *Schedule*.

## 7.7 Wreckage removal

We will compensate *you* for the costs of cleaning up and removing debris and wreckage of *your vehicle* if *you* have a valid *claim* for *your vehicle* under this *section*.

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

## 7.8 Head, tail or spotlights

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

The excess for windscreen *claims* shown in the *Schedule* applies.

## 7.9 Tow-in cost and safeguarding after mechanical breakdown

We will compensate *you* for the reasonable cost of removing and safeguarding *your vehicle* if *your vehicle* breaks down mechanically or electrically.

This cover applies only once during any *renewal period* of cover provided by this *section*. Our compensation is limited to the amount shown in the *Schedule*.

## 7.10 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 *your 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*.

## 7.11 Emergency accommodation (this does not apply if *you* claim under 4x4 and off-road cover: 7.9 Tow-in cost and safeguarding after mechanical breakdown.)

We will compensate *you* for up to two nights' accommodation for *you* and any passenger travelling with *you* if *you* cannot complete *your journey* in *your vehicle* because it has been lost or damaged.

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

## 7.12 Compensation for *car hire*

7.12.1 If *your vehicle* is accidentally damaged or stolen and *you* have a valid *claim* under this *section*, we will compensate *you* for the hire of *your car* or *light delivery vehicle* from the day we receive full information of the *claim*.

7.12.2 We must have received full information about the loss or damage for a valid *claim* and have admitted liability in terms of this *section* of the policy.

7.12.3 Our compensation will be limited to the daily limit shown in the policy *Schedule*. We will not compensate *you* for longer than the number of days shown in *your policy Schedule* which will end at the earliest of the following dates:

7.12.3.1 the date that *your vehicle* is repaired satisfactorily;

7.12.3.2 the date on which we settle *your claim* by making a cash payment;

7.12.3.3 the date on which we replace *your vehicle*.

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

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

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 to the amount shown in the Schedule.*

## 8. Riot and strike

We will compensate *you* for loss or damage to *your vehicle* caused by *riot* or *strike*. However, we do not cover:

- loss or damage incurred in the Republic of South Africa or Namibia;
- loss or damage incurred outside the *countries* shown in the *Schedule*;
- consequential or indirect loss or damage of any kind;
- 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*.

## Vehicle liability

### 1. Limit of compensation

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 vehicle*.

The compensation provided by this *section* of the policy is limited to the amount shown in the *Schedule*. The limit includes all costs and expenses incurred by *us* and costs and expenses *you* incur with *our* prior written approval.

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

### 3. Legal liability to third parties if a *person* other than *you* uses your vehicle shown in the *Schedule*

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 is offered only if the other *person* using *your vehicle* meets all these conditions:

- 3.1 they comply with all the General Terms and Conditions of the policy and the terms and conditions of this *section* in so far as they apply;
- 3.2 they were using *your vehicle* with *your* express permission;

- 3.3 they are not entitled to compensation for the third party *claim* by any other insurance policy;
- 3.4 they were not refused vehicle insurance or the continuation of any vehicle insurance during the three years before the date of the event.

#### 4. Legal liability to third parties arising out of you using a vehicle not shown in the *Schedule*

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 a vehicle not shown in the *Schedule*;
- the towing of any single 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 is offered only if;

- 4.1 you drive the vehicle;
- 4.2 the vehicle you are using is a *car*, a *light delivery vehicle*, a *caravan*, a *trailer* or a *motorcycle*;
- 4.3 you do not own the vehicle;
- 4.4 the vehicle is not leased to you;
- 4.5 the vehicle is not hired to you;
- 4.6 you are not purchasing the vehicle in terms of any credit agreement.

#### 5. Passenger liability for cars or LDVs

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*.

#### 6. 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 your *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*.

#### 7. 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 your *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*.

#### 8. Representation/defence

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

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

# Terms and conditions

## 1. Class of use

### 1.1 Private

If the use of *your* vehicle is shown in the *Schedule* as "private", *your* vehicle 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.

### 1.2 Business

If the use of *your* vehicle is shown in the *Schedule* as "business", *your* vehicle may be used for social, domestic, pleasure, business, trade or occupational purposes.

### 1.3 Farming

If the use of *your* vehicle is shown in the *Schedule* as "farming", *your* vehicle may be used for social, domestic purposes, or for purposes of pleasure and farming.

This policy does not cover any of the following uses of *your* vehicle for all Classes of use:

- hiring;
- carrying passengers for hire or passengers who pay a fare (other than *vehicle sharing* to conserve fuel);
- driving instruction for reward;
- towing another vehicle for reward;
- racing anywhere;
- on a race track, circuit or test circuit;
- speed trials or speed-testing anywhere;
- rallying or competitions involving timing;
- carrying explosives, hazardous substances/materials that require permission or permits from authorities;
- carrying more passengers or weight than *your* vehicle is licensed or designed to carry;
- being anywhere outside the *countries* shown;
- being in the possession, custody or control of a member of the motor trade, except for the purpose of maintenance or repair;
- if *your* vehicle is *your caravan* or *trailer*, used for any business, trade or occupation or *your* carriage of any passengers.

## 2. Guaranteed value

If the limit of *our* compensation is shown in the *Schedule* is as Guaranteed value, we will pay this value in the event of *your car* or *light delivery vehicle* being a total loss, or damaged to such an extent that we at *our* sole discretion decide it is uneconomical to repair.

If *your car* or *light delivery vehicle* is at the time of the loss or damage not more than 24 months old from the date of first registration and has travelled less than 60 000 kilometres in this period, we may choose to replace *your car* or *light delivery vehicle* if the conditions under "7. Replacement of *your car* or *light delivery vehicle* after a claim" of this policy are met.

## 3. 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).

## 4. 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 value as shown in the *Schedule* for *your vehicle*. If the outstanding amount is less than the value as shown in the *Schedule* for *your vehicle*, we will pay the difference to *you*.

## 5. Security measures

### 5.1 Tracking device

If a tracking device is required, as described in the *Schedule* for *your vehicle*, loss of or damage to *your vehicle* after *theft*, hijacking or attempted *theft* or hijacking will be covered only if:

- 5.1.1 the required tracking device is installed in or on *your vehicle*;
- 5.1.2 a legally valid contract has been entered into between *you* and the supplier of the tracking device, this contract is in force, and the monthly fees had been paid in full at the time of any *theft* or hijacking or attempted *theft* or hijacking;
- 5.1.3 the required tracking device is activated and in operation at the time of any *theft*, hijacking or attempted *theft* or hijacking;
- 5.1.4 the *theft* or hijacking is immediately reported to the supplier of the required tracking device;
- 5.1.5 either the required tracking device is self-testing, or you have arranged that it is tested at least once every six months.

## 6. Golf cars

If *your vehicle* is shown in the *Schedule* as a "golf car" and the driver does not have a valid driver's *licence*, we will cover loss of or damage to *your vehicle* subject to the following conditions:

- the driver is 16 years or older; and
- *your vehicle* is used on a golf course.

## 7. Ride-on mower, shopping rider or quad bike

If *your vehicle* is shown in the *Schedule* as a "ride-on mower", "shopping rider" or "quad bike" and the driver does not have a valid driver's *licence*, we will cover loss of or damage to *your vehicle* subject to the following conditions:

- the driver is 16 years or older; and
- *your vehicle* is not used on a public *road*.

## 8. SmartPark (Distance limit)

If *your vehicle* shown in the *Schedule* is insured on a "SmartPark (Distance limit)" basis it is a condition of this policy that the total annual kilometres *your vehicle* is allowed to travel is restricted to the selected kilometre limit shown in the *Schedule*.

The kilometre limit is pro rata calculated from the latest date on which this condition became effective on *your vehicle*, up to the renewal date of this policy. Thereafter the selected kilometre limit shown in the *Schedule* will be applied for a period of 12 months until the next renewal date.

It is a requirement that the kilometre reading of *your vehicle* is provided on every renewal date of the policy. In the event of nonadherence to this requirement the last declared kilometres will be added to the selected kilometre limit of the undeclared renewal periods to calculate the maximum kilometre reading allowed of the vehicle in an event of an accident claim.

If a valid claim occurs and *you* exceed the declared kilometres, *you* will be liable to pay an additional excess, as shown in the *Schedule*, for loss of or damage to *your vehicle* caused by any accident.

## Not covered by this section

The following apply to all the covers of the Vehicles section irrespective of the sub-headings referring to *vehicle*.

### 1. Vehicle loss or damage

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

- 1.1 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;
- 1.2 depreciation in value whether from repairs or otherwise;
- 1.3 gradual damage (such as wear, tear, rust, mildew, corrosion, decay);
- 1.4 damage to tyres by the application of brakes or by punctures, cuts or bursts caused by *road* hazards;
- 1.5 damage to the suspension system due to unevenness of the *road* or other surface or due to impact with such unevenness;
- 1.6 damage to *your* vehicle resulting directly from *your* vehicle not being roadworthy;
- 1.7 loss or damage from or in connection with any exchange, cash or credit sale agreement, including *theft* under false pretence and fraud.

### 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 *your* 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 *your* vehicle not being roadworthy;
- 2.8 where 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*.

### 3. Vehicle loss or damage and liability

None of the following are covered:

- 3.1 if *your* vehicle is used for any purpose not described in the Class of use shown in the *Schedule* that particular vehicle;
- 3.2 if *you* used *your* vehicle while *you* are under the influence of intoxicating medication, liquor or drugs, or *your* blood or breath alcohol concentration exceeds the legal limit;
- 3.3 if any other *person* is using *your* vehicle with *your* express or implied permission who, to *your* knowledge, is under the influence of intoxicating medication, liquor or drugs or their blood or breath alcohol concentration exceeds the legal limit;
- 3.4 if *you* are using *your* vehicle and *you* do not have a *licence* to drive *your* vehicle, irrespective of where *your* vehicle is being driven;
- 3.5 if *any* *person* is using *your* vehicle with *your* express or implied permission and the *person* does not have a *licence* to drive *your* vehicle, irrespective of where *your* vehicle is being driven.



## Definitions

“you/your”	– means the policyholder name(s) shown in the <i>Schedule</i> , your spouse and the driver named in the <i>Schedule</i> .
“vehicle”	– means any <i>car</i> , <i>light delivery vehicle</i> , <i>trailer</i> , <i>caravan</i> or <i>motorcycle</i> not insured under this section.
“car”	– means a private type of motor <i>car</i> (including station wagons, minibuses, motorised <i>caravans</i> / motorhomes and the like, or similar <i>vehicles</i> ) designed to seat ten persons or fewer (including the driver), and not exceeding 3 500kg in gross <i>vehicle</i> mass.
“light delivery vehicle”	– means your <i>light delivery vehicle</i> (including a panel van or double-cab) not exceeding 3 500 kg in gross <i>vehicle</i> mass.
“trailer”	– means a vehicle (other than your <i>caravan</i> ) which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.
“caravan”	– means a wheeled <i>vehicle</i> , or a wheelless detachable camper unit/pod, for living or travelling in, which contains beds and cooking equipment. A <i>caravan</i> is not self-propelled (non-motorised) but is designed or adapted to be towed or transported by a self-propelled <i>vehicle</i> .
“motorcycle”	– means your <i>motorcycle</i> , scooter, scrambler, or quad bike.
“licence”	– means a valid driver’s <i>licence</i> in compliance with legislation of the specific country where your <i>vehicle</i> is used at the time of any loss or damage. A <i>person</i> who is learning to drive must comply with legislation concerning learner drivers.
“vehicle sharing”	– means carrying of passengers for social reasons (inclusive of learner commuting) and commuting to and from work in vehicles that are not registered or licensed for commuting purposes.
“countries”	– means the Republic of South Africa, Namibia, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi and Mozambique, Angola, Zambia, Kenya, Tanzania, Burundi, Rwanda, Uganda and the Democratic Republic of the Congo (DRC).
“agreed value”	– means the value we are obliged to pay in the event of a total loss of your <i>vehicle</i> . This value is subject to reasonable deductions for depreciation, wear and tear and other market effects which may influence the value of your <i>vehicle</i> . If your <i>vehicle</i> is insured for <i>agreed value</i> , our compensation is limited to the insured amount shown in the <i>Schedule</i> .
“guaranteed value”	– means the insured amount shown in the <i>Schedule</i> which we shall pay as compensation if your <i>vehicle</i> and/or specified accessories where applicable is a total loss or if we decide your <i>vehicle</i> and/or specified accessories where applicable is, at our sole discretion, uneconomical to repair. Our compensation is limited to the insured amount shown in the <i>Schedule</i> .
“market value”	– means the value at which we will compensate you for the lost or damaged <i>vehicle</i> . This value is based on the cost of a similar <i>vehicle</i> in terms of make, model, odometer reading, condition and prevailing market forces. If your <i>vehicle</i> is insured for <i>market value</i> , we will pay the reasonable <i>market value</i> or the insured amount as shown in the <i>Schedule</i> , whichever is the lowest.
“named driver(s)”	– means the <i>person</i> (s) shown in <i>Schedule</i> as the only <i>person</i> (s) allowed to drive your <i>vehicle</i> .
“personal documents”	– means identity documents, passports, visas, vaccination certificates, printed <i>road</i> maps or permits which allow your <i>vehicle</i> entry into or exit from <i>countries</i> .
“regular driver”	– means the <i>person</i> shown in <i>Schedule</i> who drives your <i>vehicle</i> most frequently.
“riot/strike”	– means civil commotion, labour disturbances, <i>riot</i> , <i>strike</i> 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 <i>riot</i> or <i>strike</i> .
“write off”	– means that your <i>vehicle</i> has been damaged to such an extent that it is not economically viable or safe to repair.



*“your vehicle”*

- means the *car, light delivery vehicle, trailer, caravan or motorcycle* described in the *Schedule*. 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.

*“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

## Basic cover

Loss of or damage to *watercraft*.

### 1. Comprehensive

We will compensate *you* for loss or damage to the *watercraft* shown in the *Schedule*.

## Extended basic cover

### 1. Inspection of the hull after stranding, sinking or collision

We will compensate *you* for the reasonable costs *you* incur to inspect the hull of the *watercraft* for possible damage that may have occurred due to stranding, sinking or collision.

### 2. Costs to prevent a loss

We will compensate *you* for the reasonable costs *you* incur to prevent or reduce loss or damage covered under this *section*.

### 3. Safeguarding costs

We will compensate *you* for the reasonable costs to store, safeguard and remove the *watercraft* to the nearest repairer if the *watercraft* is not in working order due to loss or damage covered under this *section*.

### 4. Delivery following repairs

We will compensate *you* for the reasonable costs to deliver the *watercraft* to the address where *you* normally keep *your watercraft* after repairs authorised by *us* have been completed.

### 5. Salvage costs

We will compensate *you* for the reasonable costs *you* incur, with *our* written consent, for salvaging (lifting out, removal or destruction of the wreckage) the *watercraft*.

### 6. Recovery costs

We will compensate *you* for the reasonable costs *you* incur, with *our* written consent, to recover the *watercraft* following its loss by *theft* or hijacking.

### 7. *Watercraft* keys

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

## Convenience benefits

### 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.

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

## 2. Emergency repairs following loss or damage

We will compensate *you* for emergency repairs if the *watercraft* is the subject of a valid *claim* under the *section*. We will compensate *you* only for the repairs needed to allow *you* to continue *your* journey.

*You* may authorise these emergency repairs, without first obtaining *our* approval but only if the repairer gives *you* a full itemised invoice, which *you* have to send to *us*.

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

## 3. Emergency costs

We will compensate *you* for the costs of emergency services *you* are liable to pay to any public authority following insured loss of, or damage to, the *watercraft*.

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

## 4. Emergency accommodation

We will compensate *you* for accommodation for up to two nights for *you* and any passenger travelling with *you* if *you* cannot complete *your* journey in the *watercraft* because of insured loss or damage.

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

## 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.

*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 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*.

## Optional cover

(only if shown in the *Schedule* as included)

If a heading below is shown in the *Schedule* we will cover *you* as shown under that heading. If the heading is not shown, *you* do not have that optional cover.

### 1. *Outboard motors*

We will compensate *you* for loss of or damage to *outboard motors* shown in the *Schedule*.

### 2. Specified accessories (such as water skis and electronic equipment)

We will compensate *you* for loss of or damage to the *watercraft's* accessories described in the *Schedule*.

### 3. Cover for credit shortfall (without residual)

We will pay the difference between the value of *your watercraft*, as shown in the *Schedule*, 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:

- in *our* opinion beyond economic repair following loss or damage; or
- 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).

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

- 3.1.1 any arrear instalments or rentals, including interest payable on the arrears;
- 3.1.2 all refunds of premium for cancellation of any insurance cover relating to *your watercraft*;
- 3.1.3 the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the *claim* is settled. 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.
- 3.1.4 a settlement value which has not been settled in terms of a previous credit agreement and which value has been carried over to *your* current credit agreement.

## 4. Cover for credit shortfall (with residual)

*We* cover the difference between the value of *your watercraft*, as shown in *your Schedule*, and the outstanding settlement value in terms of a credit agreement that *you* entered into. *Our* compensation for the residual value is limited to the percentage shown in the *Schedule*. If this percentage is less than the percentage agreed to and shown in *your* credit agreement, *you* will be liable for the difference.

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

- in *our* opinion beyond economic repair following loss or damage; or
- 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).

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

- 4.1.1 any arrear instalments or rentals, including interest payable on the arrears;
- 4.1.2 all refunds of premium for cancellation of any insurance cover relating to *your watercraft*;
- 4.1.3 a settlement value which has not been settled in terms of a previous credit agreement and which value has been carried over to *your* current credit agreement.

## Watercraft liability

### 1. Limit of compensation

*We* will compensate *you* for amounts *you* are legally liable to a third party due to an event that happens or arises in connection with *your* use of the *watercraft* or the towing of any stranded *watercraft*.

*Our* compensation is limited to the amount shown in the *Schedule*. The limit includes all costs and expenses incurred by *us* and costs and expenses *you* incur with *our* prior written approval.

### 2. Passenger liability

*We* will compensate *you* for amounts *you* are legally liable due to accidental *death* or injury to pay a *person* who, at the time of the event, is transported in or on the *watercraft*.

#### 2.1 Passenger liability for *canoes* or *kayaks*

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

#### 2.2 Passenger liability for *jet skis* or *wetbikes*

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

### 3. Liability of water-skiers or parasailors

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

We are not liable:

- 3.1 if the water-skier or parasailor is entitled to indemnity under another policy;
- 3.2 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;
- 3.3 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;
- 3.4 if the water-skier or parasailor does not comply with the terms of this policy.

### 4. Liability to third parties if a *person other than you* uses the *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 the *watercraft*.

This legal liability is offered only if the other *person* using the *watercraft* meets all these conditions:

- 4.1 the *person* complies with all the General Terms and Conditions of the policy and the terms and conditions of this *section* in so far as they apply;
- 4.2 the *person* was using the *watercraft* with *your* express permission;
- 4.3 the *person* is not entitled to compensation for a third party *claim* from any other policy or insurance;
- 4.4 the *person* was not refused *watercraft* insurance or the continuation of any *watercraft* insurance during the three years before the date of the event.

### 5. Representation/defence

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

They include:

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

## Terms and conditions

### 1. Use

The *watercraft* may be used for social, domestic and pleasure purposes only. The policy does not cover any of the following uses of the *watercraft*:

- racing of any type;
- speed or other contests of any type;
- competitions, including regattas;
- tests of any type;
- speed trials of any type;
- uses involving a business, trade or profession;
- hiring;
- carrying passengers for reward;
- being used anywhere outside the *countries*.
- if *your watercraft* is in the possession, custody or control of a *watercraft* trader, except for the purpose of maintenance or repair.

## 2. Unavailable parts

If a part that is needed to repair the *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 the *watercraft*.

The amount includes the reasonable cost to transport the part (other than by air).

## 3. Interest of a title holder

If a valid *claim* occurs and we are advised that the *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. The most we will pay is the cost to replace the *watercraft* if it is less than five years old or the *market value* if it is more than five years old, up to the outstanding amount shown in the Credit Agreement. Any additional amount payable will be paid to you.

## 4. Basis of indemnity

- 4.1 If the *watercraft* is less than five years old, the basis for our compensation will be the cost to replace the *watercraft* or part of it with similar new property.
- 4.2 If the *watercraft* is older than five years, the basis for our compensation will be the cost to replace the *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.
- 4.3 For specified *watercraft* accessories, the basis for our compensation will be the cost to replace the accessories with similar new property.

## 5. Limit of compensation

If we decide it is not economical to repair the *watercraft* our compensation will be limited to the limit of compensation as shown in the *Schedule*.

## 6. Average

- 6.1 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.
- 6.2 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, namely R25 000, which will be calculated as follows:

Insured for	R100 000		
Replacement value	R200 000		
<i>Claim</i>	R 50 000		
Calculation: Underinsurance	$\frac{R\ 50\ 000}{1}$	x	$\frac{R100\ 000}{R200\ 000}$

We will only pay you R25 000.

This condition applies separately to each item in the *Schedule*.

## Not covered by this section

The following apply to all the covers of the Watercraft section irrespective of the sub-headings referring to *watercraft*.

### 1. Watercraft loss or damage

None of the following types of loss or damage are covered:

- 1.1 *theft* or attempted *theft* of the fixtures, fittings, equipment or *outboard motors* of the *watercraft* that are not securely bolted to the *watercraft*:
  - if the *watercraft* is left *unattended*;
  - out of domestic *outbuildings* that do not interlead with any *private residence*;
  - from any other storage place.
- 1.2 *jet skis* or *wetbikes* in the open or on a *trailer* if left unattended;
- 1.3 *outboard motors* that are not securely chained or bolted to the *watercraft*, dropping off or falling overboard;
- 1.4 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;
- 1.5 gradual causes (such as wear, tear, rust, mildew, corrosion, decay);
- 1.6 scratching, bruising or denting arising from transit, loading or offloading;
- 1.7 caused by household pests (such as rodents, ants and moths);
- 1.8 caused because of cleaning, repairing, restoring or maintenance by any manner or method;
- 1.9 caused by a latent defect in the *watercraft's* design or construction;
- 1.10 to sails and protective covers torn by wind or blown away while being hoisted;
- 1.11 caused by the *watercraft* not being *seaworthy* (cannot be used safely on water);
- 1.12 depreciation in value whether from repairs or otherwise;
- 1.13 from or in connection with any exchange, cash or credit sale agreement, including *theft* under false pretence and fraud.

### 2. Watercraft liability

None of the following are covered:

- 2.1 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*.
- 2.2 costs or expenses due to:
  - 2.2.1 advice or treatment, other than first-aid, given or supplied by *you* or by *any person* acting on *your* behalf; or
  - 2.2.2 *claims* recoverable from any other *section* of this policy or from any other policy whether *you* have claimed or not.
- 2.3 liability as a result of the *watercraft* not being *seaworthy* (cannot be used safely on water);
- 2.4 liability that arises during the transport of the *watercraft* by *road*.

### 3. Watercraft loss, damage and liability

None of the following are covered:

- 3.1 if the *watercraft* is used for any purpose other than shown in the *Schedule*;
- 3.2 if the *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 the *watercraft*;
- 3.3 if you used the *watercraft* while *you* are under the influence of intoxicating medication, liquor or drugs, or *your* blood or breath alcohol concentration exceeds the legal limit;

- 3.4 if any other *person* is using *your watercraft* with *your* express or implied permission who, to *your* knowledge, is under the influence of intoxicating medication, liquor or drugs or their blood or breath alcohol concentration exceeds the legal limit;
- 3.5 the following items if they are not adequately protected from water and nature elements that the *watercraft* is usually exposed to:
- anybody's clothing or personal effects;
  - gear of any nature;
  - sports or recreation equipment;
  - safety and medical supplies;
  - *watercraft* items not attached to the *watercraft*; and
  - electronic and mechanical equipment.

## Definitions

- "*you/your*" – means the policyholder name(s) shown in the *Schedule* of this policy and *your* spouse.
- "*watercraft*" – means the hull not exceeding eight metres in length, *inboard motors*, rudder, propeller, hoardings, moorings, sails, spars, masts, rigging, fixtures, fittings and equipment of any *watercraft* shown in the *Schedule*.
- "*countries*" – means the Republic of South Africa and Namibia and up to 20 kilometres from the shores of these *countries*.
- "*canoe*" – means a narrow, keel less boat with pointed ends, propelled by a paddle or paddles.
- "*dinghy*" – means a small boat propelled by paddles.
- "*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 the *Schedule*.
- "*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 the *Schedule*.
- "*wetbike*" – means a small *watercraft* for one *person*, which skims across water on two skis that act as a hydrofoil.
- "*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.



# INSURANCE FOR CONNOISSEURS

## PERSONAL LEGAL LIABILITY

### Basic cover

#### 1. Personal legal liability

We will compensate you for *your* legal liability for:

- 1.1 accidental *death, bodily injury* or illness of *any person*;
- 1.2 accidental physical loss of or damage to tangible property of *any person*.

We will pay the compensation, regardless of where in the world the event takes place.

*Our* compensation includes all costs and expenses incurred by us and costs and expenses *you* incur with *our* prior written approval.

*Our* compensation is limited 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.

#### 2. Personal legal liability for wrongful arrest

We will compensate *you* for *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.

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.

#### 3. Credit, purchase cards and SIM cards (such as a card for use in cellular communication devices)

We will compensate *you* for *your* legal liability because of the unlawful use of *your* credit, purchase or SIM cards by a *person* not related to *you*. To receive compensation, a registered financial services provider, merchant or cell phone provider must have officially issued the credit, purchase or SIM cards in *your* name and *you* must have complied with all the terms of the issued cards.

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.

#### 4. 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.

## 5. *Tenant's liability*

We will compensate *you* for *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 and/or fixtures or fittings in it, directly caused by any of the following:

- 5.1 storm, water, hail or snow;
- 5.2 *theft* or attempted *theft*;
- 5.3 fire or explosion;
- 5.4 breakage of glass, mirrors or sanitary ware not including chipping, scratching or disfiguration;
- 5.5 damage to supply connections between the public supply and the buildings;
- 5.6 collision by animals or vehicles;
- 5.7 loss of or damage to keys, locks and remote control units.

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 11 below does not apply to this compensation.

## 6. Security companies

We will compensate *you* for *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 "House Contents" and "Buildings" sections of this policy.

## Not covered by this section

Unless specifically shown otherwise in the *Schedule*, we will not compensate *you* for legal liabilities relating to:

1. legal costs and expenses incurred after the date we paid or offered to pay:
  - 1.1 the full amount of the *claim*; or
  - 1.2 a lesser amount that we believe the *claim* can be settled for; or
  - 1.3 the maximum amount for which we are liable.
2. *your* business, trade or occupation. This exclusion will not apply to the optional Bed-and-Breakfast extension of the "House Contents" section of this policy;
3. *your* ownership, possession or occupation of land, buildings or *structures*. This exclusion does not apply if the property is a building or structure and the contents or building is covered by this policy;
4. any building activity;
5. vibration or the removal or weakening of, or interference with, the support of land, buildings or property;
6. the ownership, possession, use or handling of vehicles (including *trailers* and *caravans*), *watercraft*, aircraft or other aerial devices;
7. the ownership, possession, use or handling of firearms, air guns or animals (other than pets);
8. fines, penalties or punitive damages;
9. any gradual cause which does not result from a sudden and identifiable event;
10. non-compliance by *you* or *your* legal representative with the terms of this policy;
11. 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;
12. accidental *death* of, *bodily injury* to or illness of *you* or *any person* in *your* service if the liability results from their service.
13. *your* participation in any stunt or flying demonstration activities.

## Definitions

- "you/your"* – means the names shown in the *Schedule*, your spouse and any other members of *your* family or *your* spouse's family who normally live with *you*.
- "any person"* – means a *person* who is not employed by *you*, a *person* whose name is not shown in the *Schedule*, 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.
- "pet"* – means a tame, domestic animal kept for companionship or pleasure, e.g. a dog or cat. *"Pet"* does not mean animals that are naturally wild and tamed to be pets.

# EXTENDED PERSONAL LEGAL LIABILITY

## Basic cover

### 1. Extended personal legal liability

We will compensate *you* for *your* legal liability for amounts *you* must pay as compensation due to:

- 1.1 any event which happens during the currency of this *section* anywhere in the world:
  - 1.1.1 for which liability is not included in the underlying policy; and
  - 1.1.2 for which the limit of compensation, including costs and expenses, of the underlying policy is exceeded. We will only pay compensation above the following limits:
    - R5 000 000 for the Personal Legal Liability *section*;
    - R2 000 000 for the Vehicle Liability *section*;
    - R2 000 000 for the Watercraft Liability *section*.
- 1.2 we will compensate *you* for *your* legal costs and legal expenses that:
  - 1.2.1 a claimant can recover from *you* for a valid *claim* under this *section*;
  - 1.2.2 *you* incur with *our* prior written consent.

## Terms and conditions

### 1. Underlying policy

Compensation 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 compensation 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.

### 2. Limit of compensation

*Our* compensation is limited 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.

## Not covered by this section

We will not compensate *you* for:

### 1. Liability in connection with:

- 1.1 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;
- 1.2 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 to the optional Limited Bed-and-Breakfast extension of the House Contents *section* of this policy;
- 1.3 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;
- 1.4 *your* reckless disregard of the possible consequences of *your* acts or omissions;
- 1.5 loss of or damage to property that is covered under any other insurance policy;

- 1.6 the ownership, possession, use or handling of any aircraft other than model aircraft or hang-gliders;
- 1.7 loss of or damage to or in connection with any exchange, cash or credit sale agreement, including *theft* under false pretence and fraud;
- 1.8 HIV (Human Immunodeficiency Virus) or any related illness, including AIDS (Acquired Immune Deficiency Syndrome) or any mutant derivative or variation thereof;
- 1.9 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;
- 1.10 *watercraft* liability if the total length of the *watercraft* exceeds eight metres;
- 1.11 loss of or damage to any self-propelled vehicle, *trailer*, *caravan*, *watercraft* or aircraft under *your* care, custody or control;
- 1.12 a dishonest, fraudulent or malicious act, or acts of physical assault or seduction committed by *you*;
- 1.13 the payment of any fine, penalty or multiple, punitive/exemplary damages;
- 1.14 any debt;
- 1.15 failures to pay maintenance or alimony or any amounts following a breach of promise;
- 1.16 the purchase, sale, barter or exchange of property, or *your* failure to comply with *your* obligations relating to these.

## 2. Any of the following forms of liability:

- 2.1 liability of one *person* included in this policy to another *person* included in this policy or a *person* who was included when the event happened;
- 2.2 liability that is the subject of legislation controlling the use of vehicles or *trailers* and for which *you* must take out insurance or provide security;
- 2.3 liability where the State or a government body or authority has accepted liability.

## Definitions

- "you/your"* – means the Policyholder name shown in the *Schedule*, including *your* spouse and any other members of *your* family or *your* spouse's family who normally live with *you*.
- "underlying policy"* – means a valid insurance policy in force with:
- a registered South African insurer (underlying insurer) that covers personal liability, property owners' liability, *tenants'* liability, motor liability or *watercraft* liability;
  - 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.

# LEGAL COSTS AND LEGAL EXPENSES

## Basic cover

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.

## Terms and conditions

### 1. Basis of indemnity and limit of compensation

- 1.1 *Legal costs and legal expenses* are based on our tariff rate. The 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.  
We will only pay service providers, fees and expenses that we have authorised.
- 1.2 Our cover for *legal costs and legal expenses* for all events during any *renewal period* is limited to the amount shown in the *Schedule*.
- 1.3 Our cover for *legal costs and legal expenses* is further limited to *claims* of not more than two events at any one time.
- 1.4 We will pay *legal costs and legal expenses* for a single *claim* or series of *claims* resulting from a single event, but limited to the amount shown in the *Schedule*.

### 2. 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.

### 3. Bills of costs

You must send all bills of costs to us for approval.

### 4. Recovery

If any *legal costs and legal expenses* are recovered from another party, these must be paid to us.

### 5. Waiting periods

Certain events are only covered after a waiting period has ended. The waiting period is shown in the *Schedule*.

### 6. Family matters

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.

### 7. Claims falling under the jurisdiction of the Small Claims Court

All civil matters falling under the jurisdiction of the Small Claims Court must be heard in the Small Claims Court.

## 8. Appeals and arbitration matters

Appeals and arbitration matters are not covered in terms of this *section*. We may however, at our discretion, determine the merits of the case and decide to pay the *legal costs and legal expenses*.

## 9. Letting or renting

Letting or renting of residential and/or commercial property by or on behalf of a landlord is not covered in terms of this *section*. We may however, at our discretion, determine the merits of a *claim* and decide to pay the *legal costs and legal expenses*.

## 10. 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 will not compensate you for:

### 1. *Legal costs and legal expenses* for an event in connection with:

- 1.1 your business or occupation, property renting or letting by or on behalf of a landlord, professional sports, copyrights, patent rights or other similar rights;
- 1.2 the use of a vehicle, *watercraft* or aircraft all powered by an engine, for racing;
- 1.3 a wrongful act that endangers the safety of the State, or which is aimed at overthrowing the Government;
- 1.4 compensation that is in conflict with legislation;
- 1.5 a wrongful act or omission where violence, dishonesty or immorality is an element. We may however, at our discretion, decide the merits of the case and decide to pay the *legal costs and legal expenses*;
- 1.6 a *civil legal action* instituted by you against your attorney in his professional capacity;
- 1.7 a *civil legal action* contemplated or instituted between parties (you, your spouse and your children) covered under this *section*. This exclusion does not apply to *family matters*;
- 1.8 any action involving us;
- 1.9 a vehicle involved in an *accident* and any of the following applies at the time of the *accident*:
  - 1.9.1 the vehicle is driven by you 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 do not have a *licence* to drive your vehicle;
  - 1.9.2 the vehicle is driven by a person with your express or implied permission and does not have a *licence* to drive your vehicle;
  - 1.9.3 the vehicle does not have a valid motor vehicle *licence*;
  - 1.9.4 the vehicle is not roadworthy.
- 1.10 a traffic offence for which an admission of guilt has been issued;
- 1.11 the recovery or payment of any excess for any insurance;
- 1.12 any matter that happened before the start of the policy or during the waiting period;
- 1.13 any matter that falls outside our tariff structure and that we did not authorise;
- 1.14 amounts due to your legal representatives that cannot be considered as *legal costs and legal expenses* under our tariff rate;
- 1.15 application procedures and ex-parte applications you bring or that you must defend.

### 2. *Legal costs and legal expenses* for any actual or contemplated legal action outside the Republic of South Africa;

### 3. *Legal costs and legal expenses if:*

- 3.1 the legal action is continued or defended in a way that differs from the advice of the attorney or advocate who represents *you*;
- 3.2 *you* do not give timely, proper instructions and complete information to *your* attorney or advocate;
- 3.3 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;
- 3.4 *you* have other insurance for *legal costs and legal expenses* and do not tell us, or *you* prejudice *our* rights to *claim* pro rata compensation, fair compensation, or both.

## Definitions

- "you/your"* – means the policyholder name shown in the *Schedule*, including *your* spouse and any other members of *your* family or *your* spouse's family who normally live with *you*.
- "child/children"* – means natural, legally adopted and step-*children* younger than 21 years, and *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 included up to the age of 25 years. Married *children* are not included.
- "legal costs and legal expenses"* – means costs and expenses for which *you* are liable, including costs incurred by the attorney. We will only compensate *you* according to our tariff rates and for service providers, fees and expenses we have approved.
- "identity theft"* – means the unauthorised or illegal use of *your personal information* and identity documents. This includes impersonation of *your* personality and identity.
- "licence"* – means a legally valid driver's *licence* according to the *licence* type shown in the *Schedule*. A *person* who is learning to drive must have a legally valid learner's *licence*.
- "civil legal action"* – means an institution and/or defence of legal action procedure 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*.
- "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.
- "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.



# PERSONAL ACCIDENT

## Basic cover

### 1. *Death and/or permanent disability*

We will pay compensation for *your* accidental *death* and/or *permanent disability* caused directly by *bodily injury* within 12 months of an *accident*.

### 2. Compensation scale

2.1 Compensation for *death* – we will pay *your* estate the amount shown in the *Schedule* next to *your* name.

2.2 Compensation for *permanent disability* – a percentage of the amount shown in the *Schedule* next to *your* name. The percentage that will apply can be found in the following compensation scale:

DESCRIPTION OF <i>PERMANENT DISABILITY</i>	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	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.

## Extended basic cover

### 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.

### 2. Repatriation

We will compensate *your* estate for the reasonable and necessary costs for the return of *your* body to *your* normal place of residence, but only if *your death* resulted from an *accident* covered by this policy. 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*.

### 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 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*.

### 4. Mobility cover

We will compensate *you* for the reasonable and necessary costs for a wheelchair and alterations to *your vehicle* following *your permanent disability* as a result of 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*.

## Optional cover

(only if shown in the *Schedule* as included)

If a heading below is shown in the *Schedule*, we will cover *you* as shown under that heading. If the heading is not shown, *you* do not have that optional cover.

### 1. Temporary total disablement

We will compensate *you* for *temporary total disablement* if *you* cannot continue *your* occupation or do the normal work *you* have been trained for or have knowledge of.

We will provide weekly compensation up to the amount per week and the number of weeks shown in the *Schedule*.

## Terms and conditions

### 1. Maximum compensation payable

We will compensate *you* up to the amount shown in the *Schedule* under *Death* and *Permanent disability* for any single *claim* or series of *claims* resulting from the same event that happens during the period of insurance.

### 2. Other insurance

General condition 10 "Other insurance" does not apply to this section.

### 3. Medical examinations

*You* must undergo, at our cost, any medical examination we require.

### 4. 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 fulfil this condition, we have the right to refuse compensation for any consequences of *your* failure to follow the advice and we will not cover *your permanent disability*.

## 5. Compensation in the event of *your death*

If *you* die, compensation will be paid to *your* estate.

### Not covered by this section

We will not provide compensation for:

1. *death, permanent disability or temporary total disablement* due to:
  - 1.1 suicide, attempted suicide or intentional self-inflicted injury;
  - 1.2 insanity, neurosis or stress-related conditions;
  - 1.3 any physical disability or infirmity present at the start of this insurance;
  - 1.4 sickness or disease of any nature present at the start of this insurance;
  - 1.5 pregnancy, childbirth, miscarriage, abortion or any consequences of these activities.
2. *your participation* in any:
  - 2.1 defence force, police service or correctional services activities;
  - 2.2 racing other than on foot or in a non-motorised *watercraft*;
  - 2.3 *motorcycle* riding;
  - 2.4 mining activities;
  - 2.5 manufacture or use of explosives;
  - 2.6 wilful misconduct;
  - 2.7 professional sports;
  - 2.8 stunt or flying demonstration activities.
3. *you* being under the influence of intoxicating liquor or drugs;
4. *you* driving a vehicle while *your* blood or breath alcohol concentration exceeds the legal limit;
5. if *you* are younger than 16 years age when the *accident* happens.

## Definitions

<i>"you/your"</i>	– means <i>any person</i> whose name is shown in the <i>Schedule</i> of this <i>section</i> , under the heading "insured persons".
<i>"death"</i>	– means <i>death</i> occurring within 12 consecutive months of the <i>accident</i> .
<i>"bodily injury"</i>	– means <i>bodily injury</i> caused by violent, accidental, external and visible means.
<i>"accident"</i>	– means an <i>accident</i> that is the direct cause of <i>bodily injury</i> being sustained.
<i>"permanent disability"</i>	– means <i>permanent disability</i> , as described in the compensation scale, occurring within 12 consecutive months after sustaining the <i>bodily injury</i> .
<i>"temporary total disablement"</i>	– means total and absolute incapacity from following <i>your</i> usual business or occupation.
<i>"disability event"</i>	– means any event resulting in: <ul style="list-style-type: none"> <li>• the loss of a limb or sense organ, or the use thereof by a person; or</li> <li>• 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.</li> </ul>



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