



Personal Policy

Life is full of surprises. But your insurance policy shouldn't be. That's why, when it comes to insuring what is most important to you, we don't leave anything up to chance. No doubt about it. Because that's what insurance should be — certainty in uncertain times.

Santam. Insurance good and proper.

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.

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

If you choose to pay your premium yearly in cash, you must pay the premium to us by the start date or the renewal date. If we do not receive your premium within 30 days from the start date or renewal date, 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 30 days written notice of the changes at your postal address as shown on 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 postal address as shown on 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

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

Our compensation is limited to the amount shown in the Schedule and is available under any section of the policy.

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; 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 “

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.

If the excess is based on a percentage of the loss or damage, the percentage will be applied to the amount of the loss or damage that has occurred.

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.

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 caused by or results from or relates to 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 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war.
- 1.3 Mutiny, military rising or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution.
- 1.4 Any 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.
- 1.5 Any 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.
- 1.6 Any attempt to perform any act referred to in General Exclusions 1.4 or 1.5 above.
- 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.

7. Cyber

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 or in connection with:

1. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a *computer system* unless subject to the provisions of paragraph 2;
2. 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 the points 1 or 2 above regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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.

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

If we state that a *claim* is not covered because of 1 to 7 above, *you* must prove the contrary.

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.

- “you/your/yours”** — means the names shown in the *Schedule*.
- “us/our/we”** — means Santam Limited.
- “renewal period”** — means a period of 12 consecutive months as shown in the *Schedule*.
- “renewal date”** — means the first day of a period of 12 consecutive months as shown in the *Schedule*.
- “claim/claims”** — means any request for compensation (indemnity), whether or not any amounts have been established for the *claim*.
- “Schedule”** — means the annexure forming part of this policy.
- “section/sections”** — means the various section(s) of this policy.
- “computer system”** — means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, *data* storage device, networking equipment or back up facility.
- “data”** — means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a *computer system*.
- “personal information”** — means information relating to *you*, such as, gender, date of birth, identity number, entity details, online identifier, social media profile, biometric information (such as signature, fingerprint or voice) e-mail and physical addresses, location information, medical and health information, occupation, employment information, financial information, credit risk, tax and VAT information, *claims* and insurance history, criminal history, assets and liabilities.

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 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 which 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.
- 2.3 earthquake;
- 2.4 impact with the *private residence* by animals, *vehicles*, aircraft or aerial devices or other objects falling from them, or falling trees, except when felled by someone;
- 2.5 collapse or breakage of aerial systems and satellite dishes;
- 2.6 *theft* or attempted *theft*;
- 2.7 *burglary*;
- 2.8 leakage of oil from oil heaters;
- 2.9 malicious damage, but we do not cover malicious damage while *your private residence* is lent, let or sublet to a *tenant*.

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 caused by an insured event 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*.
- 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*.
- 3.3 Cover for loss of or damage to *money* as a result of an insured event is limited to the amount shown in the *Schedule*. However, loss of or damage to *money* as a result of *theft*, is not covered.

4. *Your insured property while not inside your private residence (all insured events)*

We will compensate *you* for loss or damage to *your* insured property caused by any insured event 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 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*.

5. *Your insured property while not inside your private residence (only some insured events)*

We will compensate *you* for loss or damage to *your* insured property caused by:

- 5.1 any insured event, while inside the building of a business for the purpose of making up, altering, renovating, repairing, cleaning or dyeing, excluding *theft* or attempted *theft*;
- 5.2 any insured event, 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*;
- 5.3 *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 storehouse, by a 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;
- 5.4 fire, lightning or explosion while being transported or temporarily in other places than those mentioned in 4.1 to 4.3 above;
- 5.5 *theft* while being transported to or from any bank or safe deposit facility;
- 5.6 *theft* from any *vehicle* provided the *vehicle* is not left unattended and unlocked. Property that can be insured under All Risks "Clothing and Personal Effects" is not covered in this House Contents section. Cover is limited to the amount shown in the *Schedule*.

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 caused by an insured event.

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

3. Rent

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 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. Extinguishing 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. Mirrors and certain glass

We will compensate *you* for the cost of replacing the following items while such mirrors and glass are inside *your private residence*:

- accidentally broken mirrors or glass tops of furniture belonging to *you*;
- glass forming part of a stove or oven which is *your* responsibility and which is not insured elsewhere.

This extended cover excludes the accidental breakage of glass that forms part of other domestic appliances, computers and televisions.

6. 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*.

7. 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.

8. Damage by *wild baboons* or *wild monkeys*

We will compensate *you* for loss of or damage to insured property while inside *your private residence* or *outbuildings* caused by *wild baboons* or *wild monkeys*.

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

9. Power surge

We cover loss of or damage to *your* contents caused by *power surge*. *Our compensation is limited to the amount shown in the Schedule.*

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

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

10. 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.

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

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

11. Loss of water

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

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

However, we do not cover:

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

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

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

CONVENIENCE BENEFITS

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*, but only if all the following conditions are met:

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

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

If “Emergency expenses of guests or visitors” of the 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 the emergency expenses of domestic employees incurred as a result of an accidental *bodily injury*, but only if all the following conditions are met:

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

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

If the “Emergency expenses of domestic employees” of the 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 by an insured event 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 by an insured event 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 not resulting from someone adjusting the temperature control. Damage to the refrigerators or freezers is not covered.

This cover excludes spoilage due to load shedding by a power-supply authority, unless the duration of the power cut exceeds 24 hours. Spoiling as a result of non-payment or non-purchase of power or any type of fuel is not covered.

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 an insured event has occurred.

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 and sustained as direct result of due to *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*.

8. Guards

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

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. 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:

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

10. Transport of groceries and household goods

We cover loss of or damage to groceries and household goods while *you* transport these from the place of purchase to *your private residence*. Our cover will only be valid within the first 24 hours after *your* purchase.

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

11. Restoration of computer *data*

We cover restoration of the *data* of *your* computer at *your private residence* following loss or damage caused by an insured event.

Our compensation is limited to the amount 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:

- 1.2.1 long weekends;
- 1.2.2 during festivals; and
- 1.2.3 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 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*, caused by an insured event at *your premises*.

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

3. Accidental damage

We will compensate *you* for accidental physical loss of, or damage to, *your* insured property while it is in *your private residence* or on *your premises*, up to the amount shown in the *Schedule*.

Cover for accidental damage excludes:

- 3.1 depreciation;
- 3.2 gradual causes such as wear and tear, rust, mildew, corrosion, decay;
- 3.3 loss or damage:
 - 3.3.1 payable in terms of Basic cover;
 - 3.3.2 caused by household pests (such as rodents, ants and moths);
 - 3.3.3 caused because of cleaning, repairing or restoring by any manner or method;
 - 3.3.4 of or to any tools, gardening implements, garden furniture;
 - 3.3.5 of or to automatic swimming pool cleaning equipment;
 - 3.3.6 of or to any portable *computer equipment* or cellular devices;
 - 3.3.7 of or to any contents of refrigerators or freezers;
 - 3.3.8 covered by any manufacturer's guarantee, purchase agreement or service contract.

- 3.4 cracking or scratching of glass, glassware or any similar breakable article. This exclusion does not apply to jewellery, cameras, televisions or computer screens;
- 3.5 chipping or denting of furniture or domestic appliances;
- 3.6 the cost of reproduction or repair of *data* of any kind;
- 3.7 mechanical, electrical or electronic breakdown (unless specifically shown as included in the *Schedule* under “accidental damage”).

4. Subsidence or landslip

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:

- 4.1 the faulty design or construction of any building;
- 4.2 the removal or weakening of supports of any building;
- 4.3 structural alterations, additions or repairs;
- 4.4 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.

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	R 500 000
Replacement value	R1 000 000

<i>Claim</i>	R 100 000		
Calculation: Underinsurance	$\frac{R\ 100\ 000}{1}$	x	$\frac{R\ 500\ 000}{R1\ 000\ 000}$

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, indsurf 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. loss or damage to property in the open caused by storm, water, wind, hail or snow unless the insured property is designed to exist in the open;
9. the cost of reproduction or repair of *data* of any kind;
10. *theft* or attempted *theft* while *your private residence* is lent, let or sublet to a *tenant*;
11. loss, damage or breakage covered by a manufacturer's purchase agreement, guarantee or service contract.

DEFINITIONS

<i>"you/your"</i>	— means the names 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>"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 someone, other than <i>you</i> , who is allowed to occupy <i>your private residence</i> in terms of a written contract, but does not include a paying guest, boarder or lodger.

- “wild baboons or monkeys”* — means baboons or monkeys that live freely in natural surroundings and are not kept as wild pets or farm animals, or kept confined in any way.
- “computer equipment”* — means electronic devices or machines that manipulate *data* according to a list of instructions and have the ability to store and execute programs, consisting of hardware and supported by software (e.g. laptops and tablet computers).
- “power surge”* — means a sudden variation of voltage magnitude or a power spike in any electrical system, causing a variance in the household supply of electricity.
- “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.

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. Clothing and personal effects

We will insure loss of or damage to:

- clothing and personal effects normally worn or carried by or on a person;
- personal sporting equipment normally worn or used by a person.

Our compensation is limited to the amount or percentage of the insured amount (whichever is the greater), shown in the *Schedule* for any one article, pair or set.

None of the following items are covered under Basic cover 1 (clothing and personal effects):

1. *mobile communication devices* [e.g. cellular phones, mobile *data* cards (e.g. 3G cards), satellite navigation system receivers (GPS's)] and accessories;
2. computing equipment and accessories (e.g. laptops, notebooks and palmtops);
3. portable gaming electronic equipment;
4. stamp, medal and coin collections and personal documents;
5. keys, access cards and remote control units;
6. bicycles and wheelchairs;
7. *theft* of clothing from a washing line at *your premises*;
8. gardening equipment controlled by a driver and all tools, spare parts and accessories therein, thereon or attached thereto;
9. surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurf boards and sailboards;
10. any property more specifically insured.

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 Transport of groceries and household goods

We will compensate *you* for loss of or damage to groceries and household goods while *you* transport these by any *vehicle* to *your private residence*.

2.3 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, vehicles or watercraft*.

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.

2.4 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.

2.5 *Mobile communication devices* (including mechanical, electrical or electronic breakdown)

We will compensate *you* for loss of or damage to *mobile communication devices* as shown in the *Schedule* and its accessories.

2.6 *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*.

Television aerials and satellite dishes are included.

2.7 Computing equipment and accessories (including mechanical, electrical or electronic breakdown)

We will compensate *you* for loss of or damage to computing equipment and accessories, including standard software generally available in retail stores, as 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 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.

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*, computing equipment 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

- “you/your”** — means the names shown in the *Schedule*, including *your* spouse and any other members of *your* family or *your* spouse’s family who normally live with *you*.
- “mobile communication devices”** — means portable electronic items, used for mobile communication, including all accessories (e.g. cellular phones, satellite navigation system receivers [GPS’s]).
- “audiovisual equipment”** — means recording and reproduction equipment used for capturing, recording, processing, storing, transmitting and reconstructing images or sounds, including all accessories; (e.g. cameras, binoculars, TVs, decoders, portable DVD players, iPods, MP3 and MP4 players).
- “computing equipment accessories”** — means electronic devices or machines that manipulate *data* according to a list of and instructions and have the ability to store and execute programs, consisting of hardware and supported by software (e.g. laptops, notebooks).

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*;
- 2.8 *burglary*;
- 2.9 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*;
- 2.11 subsidence or landslip. 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.

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

We will compensate *you* for the rent payable to *you* or the reasonable extra expenses for similar alternative accommodation 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.
- 2.2 Our compensation is limited to the percentage of the insured amount for the item as shown in the *Schedule*.
- 2.3 If "Rent" of the House Contents section applies to the same insured event, we will compensate *you* under one of the relevant *sections* only.

3. Extinguishing 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.

4. Mirrors and certain glass

We will compensate *you* for the cost of replacing accidentally broken fixed glass, mirrors or sanitaryware 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.

5. 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.

6. 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.

7. 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:

- 7.1 the costs to trace and to repair a leaking pipe;
- 7.2 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*;

7.3 loss of water:

7.3.1 due to leaking taps, geysers or toilets;

7.3.2 from swimming pools or the leaking inlet or outlet pipes thereof;

7.3.3 if the *private residence* has not been occupied for more than 60 consecutive days.

8. 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*.

9. 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*.

10. 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*.

11. 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.

12. Damage by *wild baboons* or *wild monkeys*

We will compensate *you* for loss of or damage to *your private residence* and *outbuildings* caused by *wild baboons* or *wild monkeys*.

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

13. *Power surge*

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

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

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

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

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

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

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

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

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

If “Loss of or damage to keys, locks 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.

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* only if all the following conditions are met:

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

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

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

2. Emergency expenses of domestic employees

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

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

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

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

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. Trauma treatment

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

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.

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

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

2. Subsidence or landslip (comprehensive cover)

If this optional cover is selected, it replaces insured event 2.11 Subsidence or landslip.

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:

- 2.1 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;
- 2.2 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*;
- 2.3 caused by structural alterations, additions or repairs;
- 2.4 caused by surface or subterranean excavations, except those performed during mining operations;
- 2.5 caused by normal settlement, shrinkage or expansion of the *private residential structures*.

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

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.

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		
<i>Claim</i>	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*;
4. loss, damage or breakage covered by any guarantee, service contract, purchase contract or any purchase agreement.

DEFINITIONS

- “you/your”** — means the names shown in the *Schedule* of this policy.
- “private residence”** — means the building of *your* home of which the wall and roof construction and *risk address* is shown in the *Schedule*.
- “private residential structures”** — means the building of *your private residence*, constructed and situated as shown in the *Schedule*, including:
- private *outbuildings*;
 - fixtures and fittings belonging to the owner of the *private residential structures* while in or on the structures;
 - fixed recreational and ornamental structures;
 - paved and surfaced areas (including driveways) of brick, concrete, asphalt or stone (not gravel);
 - boundary and other walls, gate posts, gates (including all the machinery related to the gates), fences (other than hedges);
 - tennis courts;
 - swimming pools, spa baths, saunas and associated machinery and equipment, but not including movable swimming pools;
 - satellite dishes;
 - lightning conductors/masts;
 - fixed electric generators;
 - borehole machinery supplying water solely for domestic purposes;
 - septic tanks.
- “premises”** — means the land on which *your* private residential structure is situated.
- “outbuilding/outbuildings”** — means the domestic rooms, private garages and private *outbuildings* which do not interlead with the *private residence*.
- “risk address”** — means the address of the *premises* on which *your private residence* and *outbuilding(s)* 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.
<i>“tenant”</i>	— means someone, other than <i>you</i> , who is allowed to occupy <i>your private residence</i> in terms of a written contract, but does not include a paying guest, boarder or lodger.
<i>“wild baboons or wild monkeys”</i>	— means baboons or monkeys that live freely in natural surroundings and are not kept as pets or farm animals, or kept confined in any way.
<i>“fixed machinery”</i>	— means installed machinery of swimming pools, spa baths, boreholes, sprinkle irrigation systems, electric gates, garage doors, central vacuum cleaning systems, water pumps, air conditioners, stoves, alarms and electric power generators.
<i>“power surge”</i>	— means a sudden variation of voltage magnitude or a power spike in any electrical system, causing a variance in the household supply of electricity.
<i>“disability event”</i>	— means any event resulting in: <ul style="list-style-type: none">• 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.

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 the *vehicle*. If we decide that it is not economical to repair the *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 the *vehicle*.

2. Comprehensive, excluding *theft* and hijack

If *you* have this option, we cover accidental loss of or damage to the *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 the *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 the *vehicle*.

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

If *you* have this option, we cover accidental loss of or damage to the *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 the *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 the *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 the *vehicle*.

5. Personal *accident*

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

Our compensation for any single *claim*, any series of *claims* resulting from the same event or all events that happen during the period of insurance, is limited to the amount 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.
- (b) in the event of your *permanent disability* we will pay a percentage of the amount.

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

DESCRIPTION OF PERMANENT DISABILITY	PERCENTAGE
Loss by physical separation at or above the wrist or ankle	100%
Loss of 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. 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 the *vehicle* under this section.

2. Emergency repairs

We will compensate *you* for emergency repairs to allow *you* to continue *your* journey if *you* have a valid *claim* for the *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*.

3. Delivery after repairs

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

4. Tow-in cost and safeguarding after mechanical breakdown

We will compensate *you* for the reasonable cost of safeguarding and moving the *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*.

5. *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 the *vehicle*. This cover applies only if all of the following conditions are met:

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

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

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

6. 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:

- 6.1 *you* have a valid *claim* for the *car* or *light delivery vehicle* under this section; and
- 6.2 we decide that it is not economical to repair the *car* or *light delivery vehicle*; or
- 6.3 the *car* or *light delivery vehicle* is stolen and not recovered within a reasonable period; and
- 6.4 the *car* or *light delivery vehicle* is not more than 12 months old from the date of first registration; and
- 6.5 the *car* or *light delivery vehicle* has travelled less than 30 000 kilometres; and
- 6.6 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 the *car* or *light delivery vehicle* as shown in the *Schedule*.

7. 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 the *car* hire company.

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

8. 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 the *vehicle*. We will only 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.

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

CONVENIENCE BENEFITS

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

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

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

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 the *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 the *vehicle*.

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

4. 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 the *vehicle* when it is found after it has been stolen or hijacked.

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

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

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

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

6. Trauma treatment

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

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

OPTIONAL COVER

(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 (such as *car* sound equipment)

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

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

2. Cover for credit shortfall

We will pay the difference between the value of the *vehicle*, which is a *car* or *light delivery vehicle* 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 the *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 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 the *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. Contents of *caravans* or *trailers*

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

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

We will not compensate *you* for:

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

4. 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 the *vehicle*.

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

5. Car hire

- 5.1 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.
- 5.2 We will facilitate the hired *vehicle* only after we have received full information about the loss or damage.
- 5.3 *Your* hired *vehicle* will be provided for a period which will in total not be more than 30 days. The period for which we facilitated a hired *vehicle* for *you* will end as soon as any one of the following takes place.
- the date on which the *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 the *vehicle*.
- 5.4 This *car* hire option includes:
- a *vehicle* as selected by *you* from *our* available options and shown in the *Schedule*;
 - unlimited kilometres;
 - *vehicle accident* damage cover;
 - *vehicle theft* cover;
 - airport surcharge;
 - tourism levy;
 - delivery or collection within the kilometre limit of the *car* hire company contracted by *us*;
 - any two declared drivers.
- 5.5 We will not indemnify *you* in any of the following:
- 5.5.1 the following costs as shown in the *Schedule*:
- delivery or collection when the kilometre limit of the *car* hire company is exceeded;
 - the cost of any extra declared drivers;
 - one-way drop-off fees;
 - fuel deposit;
 - administration fees for traffic fines;
 - breakage of windscreens/windows;
- 5.5.2 any excess included in any policy covering the hired *vehicle*;
- 5.5.3 water and undercarriage damage;
- 5.5.4 costs associated with the operation of the hired *vehicle*;
- 5.5.5 traffic fines;
- 5.5.6 the difference in costs between the *car* hire group *you* selected and a more expensive *car* hire group.
- 5.6 *You* must have a valid credit card issued in *your* name with which to pay the *car* hire company for the above fees and excess.
- 5.7 It is *your* responsibility to find out these costs when *you* take delivery of the hired *vehicle*.
- 5.8 We will facilitate the hired *vehicle* for *you* only in the Republic of South Africa.
- 5.9 If *you* need a hired *vehicle* in Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi, or Mozambique, *you* may hire the *vehicle* from a registered *car* hire company in those *countries*. *You* must pay for it and send *us* a copy of the invoice. When we receive the invoice, we will compensate *you*.
- 5.10 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.

6. 4x4 Cover

This cover only applies to a *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.

6.1 Extended *countries*

The *countries* are extended to include Angola, Zambia, Kenya, Tanzania, Burundi, Rwanda, Uganda and the Democratic Republic of the Congo (DRC), subject to all the following conditions:

- 6.1.1 if the *vehicle* is accidentally damaged and we have admitted liability for the damage, we will not authorise the repair of the damage before *you* have successfully returned the *vehicle* to the Republic of South Africa;
- 6.1.2 if it is uneconomical to repair the *vehicle* and *you* do not return the *vehicle* to the Republic of South Africa, *you* have to prove that the *vehicle* is uneconomical to repair in any method acceptable to us, before we will accept *your claim*.

We will determine the value of the wreckage at 20% of the value for the *vehicle* as defined in the *Schedule*. We will subtract this amount from the amount of any settlement to *you*.

6.2 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 the *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*.

6.3 Winching equipment

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

6.4 Repatriation costs

If the *vehicle* is accidentally damaged and *you* have a valid *claim* for the *vehicle* under this section, we will pay the reasonable cost of returning it to the Republic of South Africa.

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

6.5 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*.

6.6 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 the *vehicle* entry into or exit from *countries*.

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

6.7 Emergency expenses of passengers (*your* family)

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

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

6.8 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 the *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.

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

6.9 Wreckage removal

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

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

6.10 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 the *vehicle*.

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

6.11 Tow-in cost and safeguarding after mechanical breakdown

We will compensate *you* for the reasonable cost of removing and safeguarding the *vehicle* if the *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*.

6.12 Trauma treatment

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

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

6.13 Emergency accommodation (this does not apply if *you claim* under 4x4 cover:

6.11 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 the *vehicle* because it has been lost or damaged.

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

6.14 Compensation for car hire

6.14.1 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 a *car* or *light delivery vehicle* from the day we receive full information of the *claim*, but excluding the first three consecutive days after the *vehicle*:

- is unusable; or
- is being repaired; or
- is damaged and in *our* opinion cannot economically be repaired; or
- has been stolen and not recovered within a reasonable period.

6.14.2 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.

6.14.3 *Our* compensation will be for a maximum period of 30 consecutive days, which will end at the earliest of the following dates:

- the date that the *vehicle* is repaired satisfactorily;
- the date on which we settle *your claim* by making a cash payment;
- the date on which we replace the *vehicle*.

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

6.15 Emergency expenses for passengers

We will compensate *you* for emergency expenses of passengers after they sustained *bodily injury* while travelling in *your vehicle*, which was involved in an *accident* or hijacking incident. This cover is subject to the following conditions:

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

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

7. Luxury vehicles

This cover applies to a *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 *Luxury vehicle* 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, but only if the *vehicle* is the subject of a valid *claim* under this section.

You may authorise these emergency repairs, without first obtaining *our* approval, only if the repairer supplies *you* with a full itemised invoice, which must be sent to *us*.

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

7.2 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 the *vehicle*. We will pay this compensation only 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.

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

7.3 Head, tail or spotlights

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

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

7.4 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 *you* are legally liable for these costs.

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

7.5 Wreckage removal

We will compensate *you* for the costs of cleaning up and removing debris and wreckage of the *vehicle* after a valid *claim* for damage to the *vehicle* under this section.

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

7.6 Tow-in cost and safeguarding after mechanical breakdown

We will compensate *you* for the reasonable cost of removing and safeguarding the *vehicle*, if the *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*.

7.7 Emergency accommodation (this does not apply if *you claim* under Luxury vehicles: 7.6 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 the *vehicle* because it has been lost or damaged.

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

7.8 No excess payable for new vehicles

You will not pay any excess, other than any voluntary excess if applicable, for any *claim* where the *vehicle* is less than 12 months old from the date of first registration and where the *vehicle* is driven by or in the control of *you* or *your* spouse.

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

3. Legal liability to third parties if a person other than *you* uses the *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 the *vehicle*, including the loading of any load onto or off the *vehicle*.

This legal liability is offered only if the other person using the *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 the *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* (all, except *vehicle*, as described in definitions of this section);
- 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 *motorcycles*

We will compensate *you* for amounts for which *you* are legally liable due to accidental *death, bodily injury* and emotional shock or trauma to a person who, at the time of the event, is transported as a passenger on the *motorcycle*.

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

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

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

We will compensate *you* for amounts for which *you* are legally liable due to accidental *death, bodily injury* and emotional shock or trauma to a person who, at the time of the event, is transported in or on the load body of the *light delivery vehicle*.

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

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

7. Representation/defence

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

7.1 representation at any legal autopsy or inquest relating to any *death*;

7.2 the defence for any action which is the cause of or related to any event.

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

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

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

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

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

TERMS AND CONDITIONS

1. Class of use

1.1 Private

If the use of the *vehicle* is shown in the *Schedule* as “private”, the *vehicle* may be used for social and domestic purposes and for purposes of pleasure. The *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 the *vehicle* is shown in the *Schedule* as “business”, the *vehicle* may be used for social, domestic, pleasure, business, trade or occupational purposes.

1.3 Farming

If the use of the *vehicle* is shown in the *Schedule* as “farming”, the *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 the *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 the *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 the *vehicle* is a *caravan* or *trailer*, used for any business, trade or occupation or the carriage of any passengers.

2. Unavailable parts

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

The *vehicle* must be the subject of a valid *claim*. 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 *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 the *vehicle*. If the outstanding amount is less than the value as shown in the *Schedule* for the *vehicle*, we will pay the difference to you.

4. Security measures

4.1 Security device

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

- 4.1.1 the required security device is installed in or on the *vehicle*;
- 4.1.2 the required security device is in a working condition;
- 4.1.3 the required security device is activated or put into operation when the *vehicle* is left unattended.

4.2 Tracking device

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

- 4.2.1 the required tracking device is installed in or on the *vehicle*;

- 4.2.2 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;
- 4.2.3 the required tracking device is activated and in operation at the time of any *theft*, hijacking or attempted *theft* or hijacking;
- 4.2.4 the *theft* or hijacking is immediately reported to the supplier of the required tracking device;
- 4.2.5 either the required tracking device is self-testing, or *you* have arranged that it is tested at least once every six months.

NOT COVERED BY THIS SECTION

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 the *vehicle* resulting directly from the *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 the *vehicle*;
- 2.3 *death, bodily injury* and emotional shock or trauma to, *any person* in the Republic of South Africa;
- 2.4 damage to property belonging to *you* or held in trust by *you* or in *your* custody or control;
- 2.5 damage to property being conveyed by or loaded onto or unloaded from any *vehicle*;
- 2.6 legal costs and expenses incurred after the date that *we* paid or offered to pay the full amount of a *claim*, a lesser amount needed to settle a *claim*, or the maximum amount for which *we* are liable for a *claim*;
- 2.7 liability resulting directly from the *vehicle* not being roadworthy;
- 2.8 the regular driver is not the policyholder (whose name is shown in the *Schedule*) or spouse or any member of *your* family or *your* spouse's family who normally lives with *you*, the legal liability of the regular driver if the regular driver uses a *vehicle* not shown in the *Schedule*.

3. Vehicle loss or damage and liability

None of the following are covered:

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

DEFINITIONS

“ <i>you/your</i> ”	— means the names shown in the <i>Schedule</i> of this policy and <i>your</i> spouse.
“ <i>vehicle</i> ”	— means any <i>car</i> , light delivery <i>vehicle</i> , <i>trailer</i> , <i>caravan</i> or <i>motorcycle</i> described in the <i>Schedule</i> , including the standard tools, accessories and spare parts in or on it, as well as other extra accessories and parts of the <i>vehicle</i> while fitted to it.
“ <i>car</i> ”	— means a private type of motor <i>car</i> (including station wagons, minibuses, motorised <i>caravans</i> 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.
“ <i>light delivery vehicle</i> ”	— means a light delivery <i>vehicle</i> (including a panel van or double-cab) not exceeding 3 500 kg in gross <i>vehicle</i> mass.
“ <i>trailer</i> ”	— means a <i>vehicle</i> (other than a <i>caravan</i>) which is not self-propelled, and which is designed or adapted to be towed by a self-propelled <i>vehicle</i> .
“ <i>caravan</i> ”	— means a <i>vehicle</i> which is not self-propelled, and which is designed or adapted to be towed by a self-propelled <i>vehicle</i> .
“ <i>motorcycle</i> ”	— means a <i>motorcycle</i> , scooter, scrambler, or quad bike.
“ <i>licence</i> ”	— means a valid driver’s <i>licence</i> in compliance with legislation of the specific country where the <i>vehicle</i> is used at the time of any loss or damage. A person who is learning to drive must comply with legislation concerning learner drivers.
“ <i>vehicle sharing</i> ”	— means carrying of passengers for social reasons (inclusive of learner commuting) and commuting to and from work in <i>vehicles</i> that are not registered or licensed for commuting purposes.
“ <i>countries</i> ”	— means the Republic of South Africa, Namibia, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi and Mozambique.
“ <i>your vehicle</i> ”	— means means the <i>car</i> , <i>light delivery vehicle</i> , <i>trailer</i> , <i>caravan</i> or <i>motorcycle</i> described in the <i>Schedule</i> . This includes the standard tools, accessories and spare parts in or on it, as well as other extra accessories and parts of the <i>vehicle</i> while fitted to it.
“ <i>disability event</i> ”	— means any event resulting in: <ul style="list-style-type: none"> • 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 cover loss of or damage to keys (including related locks which must be replaced due to the loss or damage), locks, access cards and remote-control units used in connection with the *watercraft* and if necessary, the reprogramming of any coded security system of the *watercraft*.

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

Our compensation is limited to the amount 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*.

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 to pay a person who, at the time of the event, is transported in or on the *watercraft*.

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 never refused *watercraft* insurance or the continuation of any *watercraft* insurance.

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*.

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 Our compensation for sails, protective covers, erected tackle, outboard motors, inboard motors and batteries will be the cost to replace such items up to their reasonable market value.

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 the *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 the *watercraft* (other than the sails, protective covers, erected tackle, outboard motors, inboard 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 the *watercraft*. Therefore, *you* will be responsible for a proportional share of the loss or damage.
- 6.2 If the *watercraft* is older than five years and, according to *our* calculations, at the time of any loss or damage, the amount needed to replace the *watercraft* (other than the sails, protective covers, erected tackle, outboard motors, inboard 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 the *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		
Claim	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

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 wet bikes 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 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 names 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*.
- “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. 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.

5. 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.

6. Personal legal liability to domestic employees

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

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

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

Exclusion 12 below does not apply to this compensation.

7. 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:

- 7.1 storm, water, hail or snow;
- 7.2 *theft* or attempted *theft*;
- 7.3 fire or explosion;
- 7.4 breakage of glass, mirrors or sanitaryware not including chipping, scratching or disfiguration;
- 7.5 damage to supply connections between the public supply and the buildings;
- 7.6 collision by animals or *vehicles*;
- 7.7 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.

8. 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 domesticated animals);
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.

DEFINITIONS

“you/your” — means the names shown in the *Schedule*, including *your* spouse and any other members of *your* family or *your* spouse’s family who normally live with *you*.

“any person” — means people not related to *you*, and people who are not in *your* employ when the event happens. However, they may include people who normally live with *you*.

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;
 - R5 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 names 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.
- 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

<i>“you/your”</i>	— means the person named in the <i>Schedule</i> , their spouse and their <i>children</i> .
<i>“child/children”</i>	— means natural, legally adopted and step- <i>children</i> younger than 21 years, and <i>children</i> older than 21 years who are mentally or physically disabled and totally dependent on <i>you</i> and live with <i>you</i> . <i>Children</i> who are dependent on <i>you</i> and who study full-time are included up to the age of 25 years. Married <i>children</i> are not included.
<i>“legal costs and legal expenses”</i>	— means costs and expenses for which <i>you</i> are liable, including costs incurred by the attorney. <i>We</i> will only compensate <i>you</i> according to <i>our</i> tariff rates and for service providers, fees and expenses <i>we</i> have approved.
<i>“identity theft”</i>	— means the unauthorised or illegal use of <i>your personal information</i> and identity documents. This includes impersonation of <i>your</i> personality and identity.
<i>“licence”</i>	— means a valid driver’s <i>licence</i> in compliance with legislation of the specific country where the <i>vehicle</i> is used at the time of any loss or damage. A person who is learning to drive must comply with legislation concerning learner drivers.
<i>“civil legal action”</i>	— means an institution and/or defence of legal action procedure by way of summons.
<i>“criminal act”</i>	— means an act which is defined or recognised as a crime under the laws of the Republic of South Africa, example a person accused of stealing a <i>vehicle</i> , and for which act <i>you</i> are in the process of being prosecuted under the laws of the Republic of South Africa.

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* — 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 PERMANENT DISABILITY	PERCENTAGE
Loss by physical separation at or above the wrist or ankle of one or more limbs	100%
Loss of four fingers of one hand	70%
Loss of thumb	
– both phalanges	25%
– one phalanx	10%
Loss of finger	
– three phalanges	10%
– two phalanges	8%
– one phalanx	4%
Loss of metacarpals	
– first or second (additional)	3%
– third, fourth or fifth (additional)	2%
Loss of toes	
– all of one foot	30%
– big (both phalanges)	15%
– big (one phalanx)	2%
– other than big, if more than one toe lost, each	1%
Loss of hearing	
– both ears	80%
– one ear	25%
Total and irreparable loss of sight in one or both eyes	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 following a violent act of *theft, burglary, hold-up, hijacking or attempted hijacking or fire*.

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

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

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.

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.
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 or older than 75 years of age when the *accident* happens.

DEFINITIONS

- “you/your”* — means *any person* whose name is shown in the *Schedule* of this section, under the heading “insured persons”.
- “death”* — means *death* occurring within 12 consecutive months of the *accident*.
- “bodily injury”* — means *bodily injury* caused by violent, accidental, external and visible means.
- “accident”* — means an *accident* that is the direct cause of *bodily injury* being sustained.
- “permanent disability”* — means *permanent disability*, as described in the compensation scale, occurring within 12 consecutive months after sustaining the *bodily injury*.
- “temporary total disablement”* — means total and absolute incapacity from following *your* usual business or occupation.
- “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.



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