

ELITE

WEALTH ASSETS INSURANCE



POLICY WORDING

All products are underwritten by Old Mutual Insure. Old Mutual Insure Limited, Registration Number 1970/006619/06. A licensed FSP and Non-Life Insurer.



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INSURE

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GENERAL

1. Introduction

Thank you for choosing Old Mutual Insure to protect your valuable possessions.

This policy wording, the schedule and all written correspondence between you and us, forms the contract you have with us. Please read both documents and let us know as soon as possible if any of the details are shown incorrectly. We strive to deliver to the highest standards of service. Your views are important to us. If you feel that our service is below the standard you expect from us, please do not hesitate to contact us.

You can find information and contact details on our website: www.eliterisk.co.za.

2. Our commitment to you

We promise to do the following:

- a) We will cover your valuable possessions in accordance with the terms and conditions of this contract in return for the premium you pay.
- b) We commit to settle your covered claims as quickly and efficiently as possible.

Except where otherwise shown, we may decide how to settle your claim. It can be one or a combination of the following:

- Pay for repair at a repairer of our or your choice.
- Replace the item through a supplier of our choice. Or
- Pay cash.

If you claim under any section other than the sections covered under Property, the decision on how we will settle your claim, remains with us.

- c) We will only cancel your insurance for a valid reason and only after giving you at least 31-days' notice which will be sent to your intermediary as shown in your schedule.

If you have committed fraudulent actions relating to this contract, we have the right to cancel your policy with immediate effect.

- d) We commit to write to you at least 45 days before your renewal date with our offer to renew or to give you time to make other arrangements if we are unable to renew your insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next period of cover which, unless you have advised us otherwise, will automatically proceed if you continue to pay your premium. Where we have agreed to collect this premium automatically, we will continue to do so unless you tell us differently. If you do not wish to renew your insurance, please let us know before the renewal date of your policy.

3. Your commitment to us

Please ensure that you fulfil the obligations set out below. Not doing so may affect a claim or could result in your insurance being invalid. Please:

3.1 Give us accurate information

Take care when giving any information we ask for and ensure that it is accurate, complete, and up to date. Tell us if this information changes. If you are in any doubt, please talk to us. We will tell you if any change in information affects your insurance.

3.2 Take care of your property

Take all reasonable steps to prevent accident or injury and protect your property against loss or damage.

If you have a claim, you must take all reasonable steps to prevent loss or damage, any further loss or damage, or any liability.

3.3 Keep us informed

- a) Let us know before you have any work to extend, renovate, build, or demolish any part of the buildings. Please tell us at least 30 days before this work starts so that we can assess any potential increase in the risk of your home being damaged. We will tell you if the building works affect your insurance. For example, we may be unable to continue insuring your home or we may ask you to pay more for your insurance.
- b) Tell us if your home is going to be unoccupied for more than 60 consecutive days or unfurnished for more than 30 consecutive days. Losses are more likely to occur in unoccupied or unfurnished properties so we may amend the terms of your insurance.

3.4 Make sure your sums insured are adequate

Make sure that the sums insured of all your valuable possessions are sufficient to replace them in the event of a total loss.

It is your responsibility to ensure that all your insured property is insured for its replacement value. The replacement value is what it will cost you to replace the property with similar new property at the time of the loss or damage.

If you agree, we will arrange a professional valuation and agree with you the sum insured for your property. If you accept the valuation and adjust your sums insured accordingly, we will not adjust your claim amounts if you have a claim.

If you choose not to agree to valuation or recommendation, or if you agreed to the valuation, but it has not been concluded within 6 months of the start date of your policy or addition of a new item, we will determine the replacement value you should have insured your property for when you claim. If it is more than the sum insured shown in the schedule, it means you are underinsured. We will only compensate you for the percentage of insurance you bought. You will be responsible for the difference.

Your schedule will show whether underinsurance applies to your contract or not.

3.5 Pay your premiums

Pay your premium according to the payment method shown in your schedule. We base your premiums on your information and on the limits of compensation shown in the schedule.

The schedule will show if you have a yearly or a monthly policy.

- a) If you have a yearly policy
 - A yearly policy means that your policy runs for a period of one year from the start date shown in the schedule. You pay your premium each year in advance. The policy is automatically renewed if you pay your next yearly premium in time.
 - For the policy to start, we must receive your premium within 30 days from the start date shown in the schedule. If we do not receive your premium in this time, your policy will not start. You have a period of 14 days from the date you receive your policy contract to consider if you want to continue with the insurance. If we do not receive your first yearly premium within the first 30 days after the start date shown in the schedule, we will cancel your policy from the start date as though it never existed.
 - For the policy to renew, we must receive and accept your premium within 30 days from the renewal date shown in the schedule. If we do not receive your premium in this time, your policy will automatically end from the renewal date. You have a period of 14 days from the date you receive your renewal contract to consider if you want to continue with the insurance. If we do not receive your yearly renewal premium within the first 30 days after the renewal date shown in the schedule, we will cancel your policy with effect from the renewal date.
 - If we make a change to your policy, we will send 31 days' notice of the changes to your intermediary. You have a period of 14 days from the date you receive this notice to consider if you want to continue with the insurance. If we do not receive your objection within the 31 days notification period, we will continue with the changed contract of insurance.
 - If there is a total loss from an event or of an item covered under this policy during the period of

insurance, you are not entitled to a refund of your premium, but we will remove the item with effect from the date of loss.

b) If you have a monthly policy

- A monthly policy means that your policy runs for a period of one month and you pay your premium each month in advance. The policy is automatically renewed each month if you pay your next monthly premium in time.
- For the policy to renew each month, you must pay your premium in advance every month by no later than 15 days after the payment due date. The payment due date is the day of the month you have agreed to pay us the premium and is shown in the schedule.
- If we do not receive your premium on the payment due date, we will debit it again at the next payment due date. If we are able to collect both premiums, your policy will continue. If we are unable to collect both premiums, your policy will end automatically from the first payment due date that you did not pay your premium.
- If you put a stop payment on your premium, your policy will automatically end from the first payment due date that you did not pay your premium.
- If there is a total loss from an event or of an item covered under this policy during the period of insurance, you are not entitled to a refund of your premium, but we will remove the item with effect from the last day of the period of insurance following the date of loss.

3.6 Understand your excess

For some insured items, you must pay an excess when you claim. The relevant excess is set out alongside the items in the schedule. Excesses are VAT exempt and are due **before** we settle the claim. We may deduct your excess from the claim payment.

3.7 Give us relevant, true, and complete information

We determine the premiums, terms, conditions, and exclusions in this policy based on the information you give us.

You have the following responsibilities under this contract:

a) You must give us all material information

Material information is all the necessary information you, as a reasonable, prudent person, must give us so that we can assess the risk and determine the premiums, terms, and conditions that we apply to your insured property. If you do not give us full and correct information and the correct information determines that we would not have accepted the risk had we known the true facts, we may treat this insurance, any section or item, as though it never existed and decline all claims. We will return your premiums to you, less any amounts you owe us.

b) You must let us know if your information is wrong

You must:

- inform us as soon as reasonably possible if any information we have about you, and the insured property is not true and complete;
- inform us as soon as reasonably possible about any changes to the information we have about you and the insured property;
- make sure that we have your correct banking details. If your banking details change, you must inform us immediately. If you do not, your policy may be cancelled if we are unable to collect your premiums.

c) What will happen if you do not inform us

If you acted carelessly when giving us your information the following may happen:

- If we provided insurance cover that we would not otherwise have offered, we may treat this policy, any section or item, as if it had never existed. If this happens, we will give you back your premiums, less any expenses we incurred in the administration and take-on of your policy (including valuation costs) and recover from you any claims settlement we have paid. Or
- If we would have insured you on different terms, we may change the policy from the start date. If there

are premiums outstanding, we will not settle any claim unless you have paid the additional premiums. We will have the discretion how to handle your claim and consider each case on its own merits.

4. How to claim

4.1 Refer to specific claim requirements in each section

Some sections may have additional claims processes we require. Please refer to the specific sections of this policy for any additional requirements if claiming under those sections.

4.2 Report claims that involve crime to the police

You must report claims that involve crime (for example, theft or malicious damage) and traffic accidents to the police as soon as reasonably possible. You must give us the case number and the name of the local police station you had reported the incident.

4.3 Tell us about the claim

- a) You must give us notice of your claim as soon as is reasonably possible, but no later than 30 days after the incident which gave rise to a claim. If you do not tell us within **30 days**, you may lose your right to bring a claim under this policy.
- b) When we process your claim, you must comply with all our reasonable requests to assist us in finalising the claim. If you do not give us this help, you may lose your right to compensation.
- c) You must give us the opportunity to assess your claim. If you choose to arrange your own repairs or replacement, you may only do so after we gave you permission in writing. If you proceed with repairs or replacement without our written authorisation, we may reject your claim.
- d) If you choose to arrange your own repairs, Old Mutual Insure may limit your claim settlement to the cost we would have incurred if we arranged the repairs.

EXAMPLE:

Your geyser burst and you prefer your own plumber to do the replacement. We will pay for the replacement only up to the amount it would have cost us to have your geyser replaced by a plumber from our panel.

- e) You must give us within a **reasonable time**, but no later than 30 days after the incident:
 - full details of the claim;
 - details of any other insurance you may have for the incident;
 - proof, statements, and any other information we ask for;
 - any correspondence or other documents (for example, court papers or legal letters) you have received in relation to the claim.
- f) If an incident may lead to a claim against you

You must tell us **immediately**, but no later than 30 days after the incident, if there is an incident that may lead to a claim against you. If you do not do so, we may decide not to cover the claim. You must send us copies of all documents (for example court papers or legal letters) relating to the incident.
- g) You must not:
 - give out any information or dispose of any damaged items unless we give you our written permission;
 - admit you are at fault, whether orally or in writing;
 - make any promises, give, or accept any compensation (including, for example settling excesses with third parties, which may prejudice any recovery rights).

4.4 Help to recover compensation

You must give us reasonable help to:

- a) take steps against any other person to recover compensation we have given to you;
- b) identify and recover any items that have been lost or stolen and have been found.

We will reimburse you for the reasonable expenses you incur in helping us. If you do not give us this help, you must reimburse the compensation we gave.

4.5 Damaged items we replaced belong to us

If we replace any damaged item, the damaged item belongs to us, and we have the right to collect it from you. You may not discard or keep any damaged item without our written permission to do so.

4.6 We may conduct legal proceedings in your name

We may take over and conduct in your name the defence, recovery, or settlement of any claim that we have accepted.

4.7 If we reject your claim

We may accept or reject all or part of your claim.

- a) If we reject your claim, you have **90 days** from receiving the rejection letter to object to our decision. You must write to us and give reasons for your objection. If you are out of time, you may not object to our decision.
- b) If your objection is not successful, you have **6 months** from the end of the 90-day period to serve a summons on us. If you do not do so in this time, we will have no obligations to you under this policy.

4.8 You can contact the National Financial Ombud Scheme (NFO)

- a) We give compensation for all valid claims under this policy honestly, fairly, and promptly. If you believe that we have not done so, and you wish to make a complaint, please contact your intermediary for escalation to our internal Dispute Resolution process.
- b) If you are still not satisfied, you have the right to contact the National Financial Ombud Scheme (NFO). You can find the contact details in the Disclosure notice attached to the schedule.
- c) We will abide by any decision made by the NFO.

5. How to read this policy

5.1 Examples

Examples in this policy are to help you understand how concepts of insurance work. They do not reflect any real situations but may assist you to interpret the clauses they illustrate.

5.2 Singular and plural

Any reference to the singular includes a reference to the plural and vice versa.

5.3 How this policy works

- a) You are not insured under a section of this policy if:
 - the limit of compensation in the schedule is left blank, has no amount next to it, or is shown as nil, not applicable or not insured;
 - there is no information under the heading.
- b) Understand the Rand amounts

All compensation limits shown in the schedule include VAT.

Premiums include VAT at the standard rate.

All amounts are in South African Rand, including premiums and the amounts we give to you as compensation.

- c) Read this General section with all its elements

The General Terms, Conditions and Exclusions apply to this entire policy. There are also terms, conditions and exclusions that apply to the specific sections under this policy, because each specific section is separate and stands alone. The Property section must always be read with the Buildings and Contents sections. Please make sure you understand all relevant parts of this document.

- d) Refer to the policy for what we do not insure

Make sure that you understand what we do not insure in both the General section and the specific sections that apply to this insurance.

6. Other important terms and conditions to take note of

6.1 Loss or damage under this policy

We cover loss or damage under this policy if the event giving rise to your claim was sudden, accidental, and unforeseen.

6.2 Changes in premiums

We may change your premium at any time. We will write to let you know 31 days before any change.

6.3 Increases due to inflation

We increase the sums insured under your property sections each year on the renewal of your policy by a percentage to cater for the effect of inflation. This means that your premiums will also increase.

If you do not accept this increase, we may apply underinsurance to your contract.

6.4 Increases after a claim

The sum insured or limit of compensation does not change when you have a claim, but the premium will be affected. We may choose to wait until the policy renewal to increase your premiums, or we may ask you to pay a higher premium from the date of the loss or damage.

6.5 Changing the terms of this policy

- a) You may ask us to change the policy at any time. Any change that we agree to in writing will apply from the time and date of our agreement.
- b) We may change the terms, conditions, and exclusions of this policy by giving you 31 days' notice. We will give you this notice by email to your broker or advisor.

6.6 Cancelling all or part of this policy

- a) You may cancel this policy or any section of it at any time by letting us know.
- b) We may cancel this policy or any section of it by giving you 31 days' notice in writing. We will send the notice to your intermediary.
- c) If either you or we cancel a yearly policy, we will refund you for the period of insurance you have not used.
- d) If you have chosen Sasria cover, and all or part of your policy is cancelled, Sasria cover will automatically be cancelled.

6.7 South African law applies

South African law applies to this policy. You agree that only the courts of the Republic of South Africa may deal with any dispute in respect of this policy.

6.8 Sharing of information

The Old Mutual Group would like to offer you ongoing financial services and may use your personal information to provide you with information about products or services that may be suitable to meet your financial needs. Please SMS your ID number to 30994 if you would prefer not to receive such information and/or financial services.

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

- Underwriting
- Assessment and processing of claims
- Credit searches and/or verification of personal information
- Claims checks
- Tracing beneficiaries
- Fraud prevention and detection
- Market research and statistical analysis
- Audit & record keeping purposes
- Compliance with legal & regulatory requirements
- Verifying your identity
- Sharing information with service providers we engage to process such information on our behalf or who render services to us. These service providers may be abroad, but we will not share your information with them unless we are satisfied that they have adequate security measures in place to protect your personal information.

You may access your personal information that we hold and may also request us to correct any errors or to delete this information. In certain cases, you have the right to object to the processing of your personal information.

If you have any queries or concerns, please email us on compliance@ominsure.co.za or call us at 0860 225 563.

You also have the right to complain to the Information Regulator, whose contact details are:
<http://www.justice.gov.za/inforeg/index.html>.

Telephone number: (012) 406 4818

Facsimile number: (086) 500 3351

Email: inforeg@justice.gov.za

To view our full privacy notice and to exercise your preferences, please visit our website on <https://www.oldmutual.co.za/articles/old-mutual-insure-privacy-policy>.

6.9 No interest

You are not responsible to pay interest on premiums. We are not responsible to pay interest on any compensation or any other amounts due to you.

6.10 If you have other non-life insurance for the same item

If any item we insure under this policy is also insured by other non-life insurance, we compensate you only for our rateable proportion of the claim.

6.11 You may only claim under one section of the policy for each event

We do not compensate you under more than one section of this policy for the same loss or damage that arises from the same event or for the same item. Where there is cover provided under more than one section, you may choose under which section to claim.

6.12 Compliance with terms and conditions

We only give compensation if you have complied with the terms and conditions of this policy.

7. Definitions

These definitions apply to all sections of this policy.

consequential loss	means any indirect loss or damage that happens as a result of the insured loss or damage.
cyber act	means an unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.
cyber incident	means – any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or – any partial or total unavailability, failure, or series of related partial or total unavailability or failures to access, process, use or operate any computer system.
data breach	means – the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organisation's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of private information, involving access to, processing of, use of or operation of any computer system; or – the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any private confidential or personal information in the form of electronic data.
electricity grid interruption	means an interruption or suspension of electricity supply that affects at least an entire municipal, metropolitan, provincial, or national geographical area as constituted or recognised under applicable law, commencing at substantially the same time, and continuing for any period; from any electrical power supply network to any end user, in any manner, from whatsoever source, and for whatsoever reason, whether due to any degree or extent of damage, an inability, and/or failure of any electrical power supplier to generate, transmit or distribute electricity, or otherwise.
excess	means the first amount you must pay before we settle a claim.
exclusions	means an event, loss or damage that is not insured.
held liable	means held responsible in law by a South African court.
liability	means responsible in law.
loadshedding	means the intentional total or partial withholding of electricity supply (from any source) by any electricity supplier, which is implemented in phases, and which does not affect a municipality (including local, district, regional or any other level created by law), province, or the country at substantially the same time.
may	means are entitled to.

period of insurance	- For yearly policies means the period from the start date of this policy to the renewal date. For subsequent renewals it means from the previous renewal date to the next renewal date. - For monthly policies means the period from the start date of this policy to the debit order collection date one month later. Thereafter the period of insurance is from the previous renewal date to the next renewal dates. Start dates, debit order collection dates and renewal dates are shown in the schedule.
power surge	means any temporary increase (of any degree) in the current or voltage of an electrical circuit, electricity network or supply.
policy	means the information you gave us, this document, and the schedule.
renewal date	means the date 12 months after the start date of this policy unless your policy specifically states otherwise. Your renewal date is shown in the schedule.
schedule	means the annexure to this wording, which sets out the type of insurance you have bought, the people who are insured, the period of insurance, the amounts you are insured for, the excesses that apply and the premium you must pay. Any changes to this policy will be shown in the schedule and will form part of this policy.
spouse	means a person who: - is the partner of the policyholder in any marriage, civil union or customary union recognised by South African law; or - is living with the policyholder in a relationship that is intended to be permanent and who is named in the schedule.
start date	means the latest of the following dates: - the date on which insurance starts, as shown in the schedule; - the date that any change to your policy became effective.
sum insured	means the most we will pay for any item, as shown in the schedule.
underinsurance	means that we may not pay the full amount of your claim, but only for the percentage that you bought. If you have a claim, we calculate the difference between the replacement value and the sum insured shown in the schedule and then apply this proportionately to your claim. You will be your own insurer for the difference.
we, us, our	Old Mutual Insure Limited. Reg. No: 1970/006619/06. VAT No: 4460101019. Licensed Financial Services Provider (FSP) and Non-Life Insurer.

8. What we do not insure (exclusions)

These exclusions apply to all sections of this policy.

8.1 Confiscation by lawful authorities

We do not cover any loss, damage, bodily injury, or liability if a lawful authority takes the insured items, for example, by nationalising, commandeering, seizing, confiscating, attaching, or impounding.

8.2 Consequential loss

We do not cover consequential loss. Consequential loss is any indirect loss or damage that happens as a result of the insured loss or damage.

EXAMPLE:

You are driving in your car to the airport to catch a flight. On the way, you have a car accident. Because of the accident, you miss your flight. We compensate you for damage to your car, but we will not compensate you for cost of the wasted air ticket.

8.3 Cyber losses

We do not cover any loss, damage or liability caused by, contributed to by, resulting from, arising out of or in connection with any cyber act, cyber incident, or data breach. This includes, but is not limited to, any action taken to control, prevent, suppress, or remediate any cyber act, cyber incident, or data breach.

8.4 Electricity grid interruption

Notwithstanding any provision of this policy, including any exclusion, exception, extension, insuring provision, or any provision which would otherwise override this general exception, this policy does not cover any loss, damage, claim, liability, cost, exposure, expense or other sum of any nature, including any consequential losses in terms of any section of this policy, that is directly or indirectly, regardless of any other cause or event contributing concurrently or in any other sequence, caused by, attributable to, in consequence of, related to, resulting from, arising out of, following, or in any way in connection with the following:

- a) Electricity grid interruption; and/or
- b) The restoration or reconnection of the supply of electricity following electricity grid interruption.

This exclusion also applies to consequential losses in respect of any utilities that are affected by electricity grid interruption including, but not limited to, the disruption of water, telecommunications and sewage systems. It also applies to other consequential losses, such as the deterioration of stock, food or other items.

8.5 Events deliberately caused

We do not cover any loss or damage if it was deliberately caused by you or any person colluding with you.

8.6 Fines or penalties

We do not cover any punitive damages, fines, or penalties that you are held liable for.

8.7 Fraud, dishonesty, or misrepresentation

We do not cover any loss or damage based on fraud, dishonesty, or misrepresentation (giving misleading or incorrect facts). This includes exaggerated claims or misrepresenting the facts relating to the circumstances of a claim.

If any part of your claim is fraudulent, dishonest, or misrepresented, we will reject the entire claim and cancel your policy from the date of your claim. We will take this action whether the fraud, dishonesty or misrepresentation was caused by you, anyone acting on your behalf or with your knowledge. You may face criminal charges.

If we paid any claim or part of a claim that we later discover were based on fraud, dishonesty or misrepresentation, all benefits under this policy will be forfeited and you must pay back the amount we paid or pay back the value of the items we replaced, when we ask for it.

8.8 Liability related to contracts

We do not cover liability arising from a contract you entered into unless you would have been liable even if there was no contract.

8.9 Nuclear material

We do not cover loss or damage resulting directly or indirectly from any of the following:

- a) Ionising, radiation, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion includes any self-sustaining process of nuclear fission.
- b) Contamination from nuclear material in any form, including from nuclear waste.
- c) Nuclear fission or fusion,
- d) Nuclear weapons, nuclear explosion.

We do not give cover even if another event or cause (regardless of the sequence of events) contributed to the loss, damage, bodily injury or liability.

EXAMPLE:

There is an explosion at a nuclear plant. The explosion causes a water tower outside the plant to topple. The water flows into your house and causes damage to your carpets. We will not give compensation for this damage.

8.10 Pollution or contamination

We do not cover liability related to pollution or contamination of any type. This includes the cost of cleaning up or replacing any property damaged by pollution or contamination.

8.11 Pre-existing damages

We do not cover any damages to your insured property if the damages were incurred before the start date of your policy.

8.12 Sanctions

We do not cover any event or claim which would expose us to any sanction, prohibition or restriction under United Nations regulations or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or the Republic of South Africa.

8.13 Scams

We do not cover loss or damage arising from scams, fraud, or theft by false pretenses. For example, if you sell your car and were paid by the buyer with a false proof of payment, we will not pay you for the loss of the car.

8.14 War, riots, civil commotion, labour strikes or terrorism

We do not cover any loss or damage resulting directly or indirectly from any one or more of the following:

- a) Labour disturbances, riots, civil commotion, strikes, lockouts or public disorder, or any acts that are aimed to cause these.
- b) War and warlike activities, for example invasion, acts of foreign enemies, and civil war (whether war is declared or not).
- c) Martial law, mutiny, military uprising or a state of siege, or any event which may cause these.
- d) Revolution, including protests, rebellion, civil disobedience, and inciting fear in the public.
- e) Acts or attempts to overthrow the government or any local or tribal authority by force or by means of fear, terrorism, or violence.
- f) Terrorism or the threat of terrorism, or the attempt to cause terrorism or the threat of terrorism. Terrorism includes the use of violence or threat of violence to bring about any political aim, or to bring about any social or economic change, or in protest against any state or government or any provincial, local or tribal authority. It includes acts whether harmless to human life or not, by any person or group of people, whether acting alone or in a group. It includes any acts committed for political religious, personal or ideological reasons.
- g) Any events for which a fund is established under the war damage insurance and compensation act, no 85 of 1976 or any similar act.

- h) The acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.

9. SASRIA

Sasria SOC Ltd provides cover as shown in the schedule of this policy, for all sections 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.

PROPERTY (if shown in the schedule to be included)

1. Definitions specific to the Property sections

These definitions apply to all the sections covered under Property in your policy. This includes Buildings, Contents, and Fine arts and valuables. The schedule will show which of your buildings, contents and personal possessions are covered by this policy.

business contents	means any contents of your private home that you own or are responsible for, which are used for business or professional purposes.
clothing and personal property	means – clothing and personal items you normally wear or carry on your person; – personal sporting equipment that you normally use when participating in sport or leisure activities; – luggage whilst traveling; – jewellery up to a maximum value of R 500 000.
contents	means household goods, clothing, and personal property, all of which belong to you or for which you are legally responsible. It also includes fixtures and fittings that belong to you as tenant of your private home but excluding geysers and solar geysers.
domestic staff	means people employed by you at your private home.
garden shed	means a small outbuilding of non-standard construction, like wood, plastic, precast concrete, or metal, but excluding plastic sheeting or shade cloth.
insured property	means all property covered under the Buildings, Contents, Fine arts and valuables sections of this policy. The schedule will show which sections under Property you have selected.
jetty	means a landing stage or small pier at which boats can dock or be moored.
money	means bank notes, coins that are not part of a collection, cheques, postal orders, bank drafts, travel tickets, traveller's cheques, postage stamps, saving stamps, certificates, premium bonds, Kruger- and other collectable coins, and other negotiable instruments. Money does not include bullion.
outbuildings	means separate buildings at the address shown in the schedule, that do not interlead with the main building.
private home / buildings	means all permanent structures (including fixtures and fittings that form part of these structures) at the address shown in the schedule and which belong to you or for which you are legally responsible. This includes (but is not limited to) outbuildings, fixed fuel tanks, underground service pipes, cables, drains, sewers, walls (including retaining walls), swimming pools, fixed machinery, home automation systems, security systems, fixed generators, inverters, fences, solar panels (including their fixed ancillary equipment like fixed battery packs and inverters), and driveways. It does not include gravel driveways, or any structures or driveways made of earth. The roof and wall constructions of your private home are shown in the schedule.
professional purposes	means that the item is used to earn money, rather than for the purposes of a hobby.

replacement value	means the cost to replace insured property with similar new property in the event of loss or damage.
risk address	means the address where your insured property is located as shown in the schedule.
solar panel	means a device that converts sunlight into electricity by using photovoltaic (PV) cells. PV cells are made of materials that generate electrons when exposed to light. The electrons flow through a circuit and produce direct current (DC) electricity, which can be used to power various devices or be stored in batteries. Solar panels are also known as solar cell panels, solar electric panels, or PV modules.
tenant	means a person who rents or occupies your private home in accordance with a verbal, written or digital contract.
type 2 surge protection device	means a main protection system for all low voltage electrical installations. Installed in each electrical switchboard, it prevents the spread of any overvoltages in the electrical installations and protects the equipment connected to it.
unattended	means that you are not at the private home, and you left no person in charge of your private home with the express instruction to look after the property.
unfurnished	means that your private home is not equipped with kitchen appliances, fixtures and fittings, curtains, carpets, and any furniture essential for modern living.
unoccupied	means that your private home is not lived in for a period of 60 consecutive days per calendar year.
valuation	means a professional estimation of the replacement value of your buildings and/or contents.
vermin	means any small animals or insects that are considered pests. Examples of vermin include rats, mice, cockroaches, or squirrels. This definition of vermin does not include wild baboons or wild monkeys.
you, your, yourself	means the person(s) named in the schedule as the policyholder(s), co-policyholder(s), the policyholder's spouse and family members of the policyholder or policyholder's spouse, who permanently live with the policyholder and are financially dependent on the policyholder.

2. What is covered under Property

We cover loss of or damage to your insured property.

The schedule will show which of your buildings (covered under the Buildings section), contents (covered under the Contents section) and personal possessions (covered under the Fine arts and valuables section) are insured by this policy.

3. What is also covered under Property as part of the sum insured

3.1 Clearing of debris

We cover the costs of removing debris from your risk address shown in the schedule after loss or damage covered under this section.

If rubbish and waste material has been deposited on your land and at the address shown in the schedule during the period of insurance without your permission, we will also pay the cost to have it removed.

This cover is limited to the amount shown in the schedule.

3.2 Damage to the garden

We cover loss of or damage to trees, lawns, shrubs, plants, and sprinkler irrigation systems at your risk address shown in the schedule.

This cover is limited to the amount shown in the schedule.

We do not cover loss or damage caused by any of the following:

- a) Storm, flood, wind, water, hail, or snow.
- b) Disease, pests, overwatering or drought.
- c) Your domestic pets.

3.3 Fire brigade charges

We cover the costs that the fire brigade charges you for putting out or preventing a fire at your private home.

This cover is limited to the amount shown in the schedule.

3.4 Property keys

If you lose the keys to outside doors, windows, safes, and alarms of your private home during the period of insurance we will cover the cost of replacing keys (including card keys) and remote controls, as well as changing the locks.

This cover is limited to the amount shown in the schedule.

4. What is also covered under Property in addition to the sum insured

Additional cover is added to the various sums insured of the property sections shown in the schedule. The combined limit of all additional covers is limited to 25% of your sums insured for the respective property sections as shown in the schedule.

4.1 Alternative accommodation

We cover your alternative accommodation if you cannot live in your private home due to damage we have agreed to pay.

This cover is limited to the amount shown in the schedule and only for the period reasonably needed to make your private home fit to live in again.

This cover is subject to the following conditions:

- a) We decided that your private home is not fit to live in.
- b) You can claim for either Alternative accommodation or Loss of rent in connection with the same loss.

4.2 Claims preparation costs

We will pay you the reasonable costs for getting any documentation, proof or details you need to prepare for a claim you have under this section of the policy.

This cover is limited to the amount shown in the schedule.

4.3 Employing a security guard

We cover the reasonable costs of employing a security guard after a valid claim at your private home.

This cover is limited to the amount shown in the schedule.

4.4 Full house

We cover your expenses related to scoring a full house during the period of insurance while playing bowls as an amateur.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) The full house must happen as part of an official competition.
- b) The game must be on a registered bowling green.
- c) You must be playing according to the recognised rules of the game, with all 8 or 9 bowls to count.
- d) The secretary of the relevant bowling club must confirm in writing that you scored a full house.

We do not cover more than two separate claims for Full house per period of insurance.

4.5 Hole-in-one

We cover your expenses related to hitting a hole-in-one during the period of insurance while playing golf as an amateur.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) The hole-in-one must happen on a registered golf course.
- b) You must be playing according to the recognised rules of golf.
- c) The secretary of the relevant golf club must confirm in writing that you hit the hole-in-one.

4.6 Loss of rent

We cover the rent you do not earn because your tenant cannot live in your private home due to physical damage we have agreed to pay.

This cover is limited to the lowest of the actual rental income you have lost in connection with the valid claim and the amount shown in the schedule. We will only pay for the period reasonably needed to make your private home fit to live in again.

This cover is subject to the following conditions:

- a) We decided that your private home is not fit to live in.
- b) You can claim for either Loss of rent or Alternative accommodation in connection with the same loss.

4.7 Loss of water by leaking

We cover the costs of water lost from leaking pipes in your private home or on its grounds if you are responsible for paying these costs as owner of the property or in terms of your lease agreement as tenant.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) We will only pay you if the water reading is above the average of the previous four readings by 50% or more.
- b) If you discover a leak (either by physical evidence or from an abnormally high water account) you must immediately take steps to repair the pipes, or we will not pay for the costs of the loss of water.
- c) You can claim for a maximum of two separate incidents of this kind per calendar year.

We do not cover water lost from:

- a) leaking taps, geysers, or toilets;
- b) swimming pools or leaks in their inlet or outlet pipes;
- c) leaks that happen while your private home is unoccupied for more than 30 consecutive days.

4.8 Rental top-up

We cover the difference if the cost of alternative accommodation for your tenant is higher than the rental amount in your lease agreement with the tenant.

This cover is limited to the period that is left of the rental contract or the period reasonably needed to make your private home fit to live in again, whichever is the shortest.

This cover is subject to the following conditions:

- a) We decided that your private home is not fit to live in.
- b) You must have a legal liability towards your tenant in terms of your lease agreement to provide alternative accommodation.

5. What you can also buy under Property

We only cover the following option if it is included in your schedule.

5.1 Power surge following load shedding

We cover damage to your insured property caused by power surges or spikes following load shedding.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) The main electrical distribution board of your private home must be protected with type 2 surge protection, which must be installed by a qualified electrician in accordance with South African National Standard (SANS); and
- b) You must send us the Certificate of Compliance that has been done by an accredited installer at installation stage, the start date or renewal date of your policy.

If you do not comply with this condition, you must pay the excess shown in the schedule.

6. Special terms and conditions under Property

6.1 How we will pay you

We will pay you for loss of or damage under this section by one or a combination of the following:

- a) Paying the costs of the loss or damage.
- b) Replacing whatever is lost or damaged.
- c) Repairing whatever is damaged.

You can choose how you prefer us to pay your claim.

We will base the payment on the replacement value of similar new property at the time of the loss or damage and to the amount it would cost us to repair or replace the item. The sums insured shown under the various Property sections in the schedule, are the maximum limits of compensation we will pay for each section.

6.2 Underinsurance

Property must be insured for its replacement value.

If, at the time of loss or damage, the actual replacement value is more than the sum insured, we will not pay the full amount of your claim. We calculate the difference between the actual replacement value and the sum insured and apply this difference proportionately to your claim amount. You will be responsible for the difference.

EXAMPLE:

The replacement value of your property is R 4 000 000. You insure it for R 3 000 000.

We will calculate the underinsurance as follows:

$$\frac{\text{R3 000 000}}{\text{R4 000 000}} \times \frac{100}{1} = 75\%$$

This means that you have only insured your property for 75% of its value.

If there is R 1 000 000 damage to the property, we will only pay 75% of the damage (R 750 000), less any excess. You will be responsible for the difference of R 250 000.

We will not apply this condition to this policy if you agree for us to conduct a risk assessment of your property and adjust your sums insured in accordance with our recommendations.

The schedule will show whether Underinsurance applies to your contract or not.

6.3 Agreed value

If you agree that we can conduct a valuation of your property within **60 days** from the start date of this policy, you accept the outcome of the valuation and instruct us to change your property sums insured accordingly, we will not adjust your claim because of underinsurance. This means that you agree with us that the sums insured of your insured property equals the replacement value.

If you have a claim, and the valuation and/or inventory has not been concluded and agreed, and we determine that your buildings and/or contents are underinsured, we will apply underinsurance to your claim.

This condition must be read together with all covers, conditions and exclusions relating to building extensions or alterations, or new contents you buy.

The schedule will show whether Agreed value applies to your contract or not.

6.4 No underinsurance benefit

The valuation we arrange at your property is paid for by Old Mutual Insure. If you agree to this valuation, we will charge you a fee for the service. This fee is calculated taking into consideration the costs of the buildings valuation and contents inventory exercises. The no underinsurance benefit fee is determined by the value of your property, as well as the number of properties you insure with us.

The no underinsurance benefit fee remains on your policy for the duration of the policy. We may agree to have your property re-assessed after a period of three years has expired from the start date of cover of the item.

The no underinsurance benefit fee is shown in the schedule.

6.5 Tell us if your private home is unoccupied

You must tell us if you intend to leave your private home unoccupied for more than 60 consecutive days during a calendar year. We may adjust your premium or change your terms, conditions, or exclusions.

If you do not tell us, we may choose not to pay for any loss or damage during the time your private home is unoccupied.

6.6 Adjustment to cater for inflation

The various sums insured relating to the property sections, are adjusted each month to cater for the effect of inflation. This increase will not be shown in the schedule but applied in the event of a claim. We will not increase your premium during the period of insurance, but your property sums insured will automatically increase accordingly on the anniversary date of this policy.

6.7 Compliance certificates

The installation of solar panels and gas solutions must be conducted and serviced by an accredited service provider. You must send us the certificate of compliance from the accredited installer when you have the system installed, or at the start date, or renewal date of your policy.

We do not cover any loss, damage, or liability caused by solar panels and gas installations not installed by an accredited service provider.

6.8 Security measures

The security measures installed at your private home determine the premium we charge you and whether we are willing to accept your policy. Installation and maintenance of those security measures are therefore a condition of this policy.

a) Burglar bars

If the schedule states that you have burglar bars on all opening windows, we will only cover theft or attempted theft if the burglar bars are fitted at the time of the theft or attempted theft.

b) Security gates

If the schedule states that you have security gates, we will only cover theft or attempted theft if all the following conditions are met at the time of the theft or attempted theft:

- The security gates are fitted; and
- The security gates are locked when your private home is left unattended.

c) Alarm

If the schedule states that you have an alarm, we will only cover theft or attempted theft if all the following conditions are met at the time of the theft or attempted theft:

- The alarm is fitted and in working order; and
- The alarm is set when your private home is left unattended.

d) Alarm with armed response

If the schedule states that you have an alarm with armed response, we will only cover theft or attempted theft if all the following conditions are met at the time of the theft or attempted theft:

- The alarm is fitted and in working order; and
- The alarm has 24-hour monitoring with armed response; and
- The alarm is set when your private home is left unattended.

7. What is not covered under Property

These exclusions apply to all the sections covered under Property in this policy.

7.1 Gradual damage

We do not cover loss or damage caused by or from:

- a) rust, oxidation, corrosion, or decay;
- b) rot, rising damp, a rise in the water table, fungus, mildew, or mould;
- c) wear and tear, shrinkage, deterioration, or any other gradual damages;
- d) depreciation;

- e) any process of dyeing, cleaning, repair, restoration, or renovation;
- f) pollution or contamination;
- g) the action of light or climatic conditions;
- h) coastal or river erosion;
- i) settlement;
- j) weeds or roots.

7.2 Guarantees, agreements or contracts

We do not cover loss or damage covered by any manufacturer's guarantee, purchase agreement or service contract.

7.3 Faulty workmanship or materials

We do not cover loss or damage caused by or from:

- a) faulty or poor workmanship or design;
- b) the use of unsuitable or faulty materials;
- c) inherent fault;
- d) misuse of the property.

7.4 Animals or insects

We do not cover damage caused by vermin, insects, or infestation by any other pests.

7.5 Certain solar installations

We do not cover loss, damage or liability caused by or from any of the following:

- a) Solar systems installed on a thatched roof, where the loss or damage is caused by the solar installation.
- b) Any solar system installation where the roof structure is inadequate to bear the additional weight of the installation.

BUILDINGS (if shown in the schedule to be included)

If we insure your buildings, we cover loss of or damage to your private home. This includes subsidence or landslip. All the definitions, covers, terms, conditions, and exclusions listed under Property apply to your Buildings section.

We also give the following cover:

1. What is also covered under this section as part of the sum insured

1.1 Cover before property transfer

We cover damage to a private home you are in the process of buying. This cover is for the period between you signing a deed of sale and the transfer of the property into your name by the Deeds Office.

This cover is subject to the condition that you insure the property you buy on this policy.

This cover will not apply if your private home is insured by the seller or on the seller's behalf.

1.2 Demolition and hoardings

If there is damage to your private home after a valid claim under this section, we will cover the necessary and reasonable costs of:

- a) demolishing your private home;
- b) putting up hoardings needed during building operations;

This cover is limited to the amount shown in the schedule.

1.3 Extensions or alterations to your private home

We cover damage to extensions or alterations you made to your private home during the period of insurance even if you did not inform us of the increase in the value of your buildings.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that you must inform us of the extensions or alterations within 60 days from the date of completion of the work. If you do not inform us within 60 days, we will not cover your extensions or alterations.

1.4 New fixtures and fittings

We cover loss of or damage to new fixtures, fittings and interior decorations which are fixed to and form part of your private home.

This cover is subject to the following conditions:

- a) You must let us know in writing within 30 days of the installation of these fixtures or fittings.
- b) You must pay any additional premium we may charge.

1.5 Professional fees

If there is damage to your private home after a valid claim under this section, we will cover the necessary and reasonable costs of:

- a) architects' fees, quantity surveyors' fees and consulting engineers' fees;
- b) local authorities' inspection fees.

1.6 Public supply or mains connections

We cover the reasonable costs for accidental loss of or damage to water, sewerage, gas, electricity, telephone or fibre connections between your private home and the public supply, that belong to you or that you are responsible for.

1.7 Temporary removal of fixtures

We cover loss of or damage to permanent fixtures that are temporarily removed from your private home to be repaired or restored during the period of insurance.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that the permanent fixtures may not be removed for more than 60 consecutive days.

2. What is also covered under this section in addition to the sum insured

2.1 Public authorities' requirements

We cover the necessary additional costs of repairing or rebuilding your private home to meet the requirements of public authorities after a valid claim under this section.

This includes additional costs required by law or by a public authority for the removal, handling, disposal, or management of asbestos-containing materials, but only where those costs are required as a direct result of insured loss or damage to the home.

This cover is limited to the amount shown in the schedule.

We do not cover public authorities' requirements relating to any of the following:

- a) defects in workmanship, design, planning, specifications, or the use of unsuitable or faulty materials.
- b) asbestos-containing materials that have not been damaged, disturbed, or rendered unsafe as a result of a valid claim under this section.

This cover is subject to the condition that you must get our consent in writing before incurring these costs.

2.2 Removing trees

We cover the reasonable costs of removing trees that pose a risk to your private home at the risk address shown in your schedule. We also cover the costs of removing fallen trees. This cover is limited to the amount shown in the schedule.

You can claim for a maximum of two separate incidents of this kind per calendar year.

This cover is subject to the condition that you have our consent in writing to incur these costs.

2.3 Special alterations to your private home

We will pay you the necessary and reasonable costs for special alterations to facilitate access to your private home after an accident that leaves you permanently disabled and bound to a wheelchair.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that you have our consent in writing to incur these costs.

3. Property owner's liability

3.1 Legal liability

We cover your legal liability occurring during the period of insurance as the owner of your private home for:

- a) accidental death of another person;
- b) accidental bodily injury or illness of another person;
- c) accidental loss of or damage to property belonging to another person.

Our payment will include the following:

- a) The amounts you are liable for;
- b) Legal costs of the other person that you are liable for;
- c) Costs that you incur to settle or defend the claim against you with our permission.

The limit of compensation at the time of the loss, damage, bodily injury, illness or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

3.2 What is not covered under Property owner's liability

We do not cover the following:

- a) Liability claimed by any of the following people:
 - You or any member of your family who normally lives with you.
 - Your directors, members, trustees, beneficiaries, and members of their families who normally live with them (if you are a company, close corporation, or trust).
 - Your employees acting in the course of their employment with you at the time of the event.
- b) Liability related to loss of or damage to property owned by, looked after or under the control of any of the following people:
 - You or any member of your family who normally lives with you.
 - Your directors, members, trustees, beneficiaries, and members of their families who normally live with them (if you are a company, close corporation, or trust).
 - Your employees acting in the course of their employment with you at the time of the event.
- c) Liability related to:
 - your employment, business, or profession;
 - your ownership or occupation of land or buildings other than your private home;
 - aircraft, vehicles or watercraft that you or your employees own, look after or control;
 - the vibration, removal, weakening or interference with the support of any land, building or other property;
 - fire spreading from your farm, plot, or smallholding.

4. Special terms and conditions under this section

4.1 The countries where you are insured under this section

The Buildings section of this policy applies to the Republic of South Africa only.

4.2 We look after the credit provider's rights

If you have a home loan or bond registered over your private home and you claim for loss or damage, we will pay the credit provider first. That payment is limited to the amount that you still owe on your home loan. If there is any balance, it will be paid to you.

EXAMPLE:

James buys a house for R1 000 000 and borrows money to pay for it. The credit provider registers a home loan over the buildings for the full value. James buys insurance for the full value. James has paid back R400 000 to the credit provider when his house is destroyed in a fire. James claims from his insurance. We compensate the credit provider for R600 000, and we compensate James R400 000 for the damage, less any excess.

If you act or omit to act in a way that leads to the rejection of your claim for loss or damage, we will still pay the credit provider if:

- a) the credit provider did not know that you acted in a way that made this policy invalid; and
- b) the credit provider tells us of the act or omission as soon as it becomes aware of it; and
- c) the rejection of the claim was not due to fraud, dishonesty, misrepresentation, or any event deliberately caused by you or any person colluding with you.

4.3 Matching building materials

We do not have a duty to repair your private home to precisely match its previous state but will repair it as close as circumstances reasonably allow.

Where we cannot match it exactly, 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 where the loss or damage has occurred. We will not pay for matching building materials to create a uniform effect throughout your private home.

4.4 Tenants' behaviour

If a tenant acts in a way that would lead to our rejecting your claim, we still give cover if:

- a) you did not know of or agree to the tenant's action or omission; and
- b) you tell us about the action or omission as soon as you find out about it; and
- c) the claim was not due to fraud, dishonesty, misrepresentation, or any event deliberately caused by you or any person colluding with you.

This cover includes tenants who rent your private home in terms of short-term rental arrangement.

4.5 Geyser replacement

If we agree that your electrical geyser must be replaced, you may choose to replace the damaged electrical geyser with a gas- or solar geyser, a hybrid solar system, heat pump, or induction heating geyser.

This subject to the condition that we will not pay more than the costs we would have incurred had we replaced your geyser with an electric geyser of the same size.

5. What is not covered under this section

These exclusions are in addition to the Property exclusions and apply only to the Buildings section.

5.1 If you do not maintain your private home

We do not cover any loss or damage caused by your private home not being maintained.

5.2 Building alterations or renovations to your private home

When you do structural building alterations or alterations at your private home, we do not cover loss, damage or liability caused by the structural building alterations or renovations to glass or sanitary ware (for example, toilets, sinks and baths).

We also will not cover property owner's liability if it is caused by the structural building alterations or

renovations.

5.3 Ensure compliance with building laws and regulations

We do not cover any loss, damage, or liability as a result of your private home not complying with the National Building Regulations or any other laws or regulations that apply to building standards or maintenance.

5.4 Maintenance or decoration

We do not cover loss, damage or liability caused by routine maintenance, refurbishment, improvement or decoration of your private home. We also do not cover the costs of maintenance, refurbishment, improvement, or decoration of your private home.

5.5 Soil and land restoration

We do not cover loss or damage of the soil or restoration of land at your risk address shown in the schedule.

5.6 Asbestos

We do not cover asbestos or asbestos-containing materials.

This includes any cost relating to the presence, detection, testing, monitoring, removal, or disposal of asbestos or asbestos-containing materials, unless and only to the extent that cover is given under the Public authorities' requirements extension and as a result of insured loss or damage.

CONTENTS (if shown in the schedule to be included)

If we insure your contents, we cover loss of or damage to the contents of your private home at the address shown in the schedule. All the definitions, covers, terms, conditions, and exclusions listed under Property apply to your Contents section.

We will also give the following cover:

1. What is also covered under this section as part of the sum insured

1.1 Business contents

We cover your business contents at your private home as shown in the schedule.

This cover is limited to the amount shown in the schedule.

We do not cover any liability arising from your business activities at your private home.

1.2 Clothing and personal property anywhere in the world

We cover loss of or damage to your clothing and personal property anywhere in the world.

This cover is limited to the amount shown in the schedule.

The security precautions at your private home do not apply to this cover.

This cover is subject to the following conditions:

- a) You must take care of your clothing and personal property as you would if it were not insured and must not deliberately or recklessly expose it to loss or damage.
- b) If the loss or damage happens outside the Republic of South Africa, you must be there for a period no longer than 90 days on vacation or for business. We do not cover loss or damage to clothing and personal property if you are overseas for longer than 90 days, e.g., for formal studies or work.

We do not cover items stolen from an unattended vehicle under this extension.

1.3 Contents on the grounds of your private home

We cover loss of or damage to contents on the grounds of your private home at the address shown in the schedule.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that the property must be designed for use outside.

1.4 Fixed machinery

We cover accidental damage to geysers, as well as the fixed motors and machinery of saunas, spas, swimming pools, garage doors, security systems, electronic gates and boreholes installed at the address shown in the schedule.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that these items are not insured under any buildings policy.

1.5 Moving to a new home

We cover loss of or damage to your contents while professional movers are moving it when you permanently move to a new private home.

This cover is subject to the following conditions:

- a) You must ensure that professional movers who are suitably qualified and experienced for the nature and value of the items being moved, are appointed to pack and move your contents.
- b) Jewellery must remain in your personal care, custody, or control during the move and must not be packed, handled, or transported by professional movers.

1.6 Remote jamming or blocking

We cover contents stolen from an unattended vehicle even if there are no visible signs of forced entry into the vehicle, if we suspect that access was gained to the vehicle by remote jamming or blocking.

This cover is limited to the amount shown in the schedule and one claim per calendar year. You must pay the additional excess shown in the schedule for remote jamming.

This cover is subject to the following conditions:

- a) The windows must be closed.
- b) Any insured items must be in the locked boot, cubby-hole or under retractable or removable boot covers of the vehicle as agreed.
- c) You must have attempted to lock the vehicle when leaving it unattended.

1.7 Spoiling of fridge and freezer contents

We cover accidental spoiling of the contents of your fridges or freezers.

This cover is limited to the amount shown in the schedule.

However, we do not cover spoiling of fridge or freezer contents that happened because of any of the following:

- a) Because you have not paid for or bought sufficient power or fuel.
- b) Scheduled load shedding.
- c) If the fridge or freezer is damaged due to power surges or spikes following load shedding.

1.8 Students' belongings

We cover loss of or damage to the personal possessions of your children who are full-time students while they live away from your private home within the borders of the Republic of South Africa.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that loss or damage caused by theft or attempted theft will only be covered if there are visible signs of forced entry into or exit from the building.

1.9 Theft from a vehicle

We cover your contents stolen from an unattended vehicle under the following circumstances:

- a) The item must be in the locked boot, cubby-hole or under retractable or removable boot covers of the vehicle.
- b) There must be visible signs of forced entry into the vehicle.

This cover is limited to the amount shown in the schedule.

We cover items stolen from an unattended vehicle even if there are no visible signs of forced entry into the vehicle, if we suspect that access was gained to the vehicle by remote jamming or blocking.

1.10 Theft of money

We cover loss of or damage to money caused by theft or attempted theft.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) If R 5 000 or less was stolen, there must be signs of forced entry into or out of your private home at the time of the loss, or there must be threat of force against you.
- b) If more than R 5 000 was stolen, the money must have been kept in a securely locked wall- or floor-mounted safe in your private home at the time of the theft or attempted theft, with signs of forced entry into the safe or threat of force against you.

1.11 Transporting of contents

We cover loss of or damage to your contents caused by fire, collision, or overturning of the vehicle carrying the contents to or from a commercial storage facility, or any place of purchase, repair or renovation.

This cover is limited to the amount shown in the schedule.

2. What is also covered under this section in addition to the sum insured

2.1 Accidental death from injury in your private home

We will pay your estate if you suffer an accidental bodily injury in your private home and you die within 90 days as a direct result of the injury. The accidental bodily injury must be caused by a fire, storm or armed invasion of your private home.

This cover is limited to the amount shown in the schedule.

2.2 Guests' property

We cover contents belonging to a guest living with you temporarily, if they do not have any other insurance.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that the loss or damage must take place at your private home.

This cover does not include loss of or damage to money.

2.3 Domestic employees' property

We cover contents belonging to your domestic employees if they do not have any other insurance.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that the loss or damage must take place at your private home.

This cover does not include loss of or damage to money.

2.4 New contents

We cover loss of or damage to new contents you bought during the period of insurance.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that you must inform us of the increase in your Contents sum insured and pay any additional premium due. If you do not comply with this condition, you may be underinsured, and we may adjust your claim amount accordingly.

2.5 Recovering data

We cover the costs involved in recovering your personal data from the computer in your private home or from your other personal electronic devices which have suffered physical damage we have agreed to pay. This cover includes costs associated with data usage to recover data from the cloud or other internet storage facility.

This cover is limited to the amount shown in the schedule.

2.6 Veterinary expenses

We cover veterinary expenses for accidental bodily injury if a domestic animal you own is accidentally injured. This cover is limited to the amount shown in the schedule.

We do not cover veterinary expenses:

- a) if the injured domestic animal is covered by any other insurance, including pet's insurance;
- b) relating to tick- or flea bites.

3. Tenant's liability

3.1 Tenant's liability

We cover your legal liability occurring during the period of insurance as the tenant of your private home for:

- a) accidental death of another person;
- b) accidental bodily injury or illness of another person;
- c) accidental loss of or damage to property belonging to another person;
- d) accidental damage to your private home (including fixed sanitary ware, fixed glass, fixtures, and fittings);
- e) accidental damage to water, sewerage, gas, electricity, or telephone connections.

Our payment will include the following:

- a) The amounts you are liable for.
- b) Legal costs of the other person that you are liable for.
- c) Costs that you incur to settle or defend the claim against you with our permission.

The limit of compensation at the time of the loss, damage, bodily injury, illness, or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

3.2 What is not covered under Tenant's liability

We do not cover the following:

- a) Liability claimed by any of the following people:
 - You or any member of your family who normally lives with you.
 - Your directors, members, trustees, beneficiaries, and members of their families who normally live with them (if- you are a company, close corporation, or trust).
 - Your employees acting in the course of their employment with you at the time of the event.
- b) Liability related to loss of or damage to property owned by, looked after or under the control of any of the following people:
 - You or any member of your family who normally lives with you.
 - Your directors, members, trustees, beneficiaries, and members of their families who normally live with them (if you are a company, close corporation, or trust).
 - Your employees acting in the course of their employment with you at the time of the event.
- c) Liability related to:
 - your employment, business, or profession;
 - your ownership or occupation of land or buildings other than your private home;
 - aircraft, vehicles, or watercraft that you or your employees own, look after or control;

fire spreading from the farm, plot, or smallholding, which you occupy as tenant.
- d) The vibration, removal, weakening or interference with the support of any land, building or other property.

4. Special terms and conditions under this section

4.1 The countries where you are insured under this section

The Contents section of this policy applies to the Republic of South Africa only, except for the percentage of contents not at your private home which is covered worldwide.

4.2 You must give proof of ownership or responsibility

If we ask for it, you must give us acceptable proof that you own an item or are legally responsible for it, or acceptable proof of its value.

4.3 You must prove ownership and value of jewellery and watches

To confirm ownership and value of jewellery and watches, we require the following proof when you claim:

- a) Proof of ownership if the item that you claim for is reported as stolen, lost, missing, or otherwise not available for inspection after the loss. This can be in the form of e.g., valuation certificates, purchase receipts, photographs, or inclusion on your contents inventory.
- b) Valuation certificates for all items of jewellery or watches with a value more than R 25 000. This valuation certificate must be issued by a qualified jeweller and dated before the date of the claim.
- c) If the item of jewellery contains diamonds, we also require a laboratory certificate issued by a qualified gemmologist for all diamonds bigger than 0.5 carats.
- d) When you claim for a watch, we will only accept valuation certificates issued by an authorised distributor of the watch you are claiming for. If we ask for it, you must also give us the box and warranty card of the watch. In the event that these items are also lost or stolen, you must obtain authentication from the authorised distributor you bought the watch from.

If you are unable to give us proof of ownership, we may reject your claim, taking into consideration the available evidence and circumstances of the loss.

If you give proof of ownership, but don't give us a valuation certificate for jewellery or watches valued more than R 25 000, your claim will not be rejected, but the compensation amount will be limited to R 25 000 for each item.

4.4 Your Contents inventory

If you agreed that we conduct a professional inventory for your Contents, we will arrange the inventory at your convenience. This inventory will **not** include valuation of your jewellery or watches. You must ensure that you provide the valuer with your valuation certificates or agree the value of all your jewellery or watches. You must ensure that the value all your jewellery and watches is included on the Contents inventory.

If you do not include any jewellery and watches on your Contents inventory, we will not cover loss of or damage to your jewellery or watches.

4.5 You must keep jewellery and watches in a safe

You must keep jewellery and watches with a value of R 50 000 or more that you are not wearing, in a securely locked wall- or floor-mounted safe. The keys to your safe must also be kept away, secured and hidden from sight.

This condition does not apply for loss of jewellery or watches caused by theft if you are at your private home at the time of the loss **and** there are signs of forced and violent entry into your private home or threat of force against your person.

If you do not comply with this condition, we will not cover loss or damage caused by theft or attempted theft for more than R 50 000 per item, unless you are wearing it.

4.6 Pairs and sets

We do not cover any additional, special value that an item has because it forms part of a pair or set. We only cover the proportionate value of the part of the set that is lost or damaged.

This condition does not apply if a single item of a pair or set is lost or damaged and that item cannot be replaced or repaired without replacing or repairing the entire set.

4.7 You must look after your bicycles

Your bicycles must be secured inside a locked building or locked with a bicycle locking device (U-lock) or padlock, whenever they are left unattended.

If your bicycles are transported or left unattended while on your vehicle, they must be secured to the vehicle with a bicycle locking device (U-lock) and heavy-duty bike chain, in addition to the locked arms of the bicycle racks.

If the bicycle is in use and you need to leave it temporarily unattended, it must be secured to a non-movable and strong item with a chain and bicycle locking device secured through the wheel and frame.

If you do not comply with this condition, we will not cover loss of or damage to your bicycles caused by theft or attempted theft, if the non-compliance materially contributes to the loss.

4.8 Authentication of designer items

If you have a claim for high-end or designer items, we may require proof of authenticity. If you cannot prove the authenticity of the lost or damaged item, we may not settle your claim.

The inventory prepared by our valuers will not be considered proof of authenticity.

5. What is not covered under this section

These exclusions are in addition to the property exclusions and apply only to the Contents section.

5.1 Items we do not cover

We do not cover loss of or damage to any of the following:

- a) Money not at your private home.
- b) Animals (except if covered under Veterinary expenses).
- c) Motor vehicles including their fitted or non-factory fitted accessories.
- d) Caravans or trailers including their fitted or non-factory fitted accessories.
- e) Air or watercraft and their fitted accessories and equipment (not a surfboard or paddle ski).
- f) Contents that are more specifically insured elsewhere in this policy.
- g) Ride-on lawn mowers, unless while they are kept in a locked building and not in use.
- h) Theft or attempted theft of bicycles left unattended away from your private home, unless secured to a fixed structure with a bicycle locking device (U-lock) and chain or located within a locked building.
- i) Any item while it is transported unless it is adequately packed and secured.

Any item used for professional or commercial purposes in excess of the amount shown in the schedule for Business contents.

5.2 Circumstances when we do not cover loss or damage caused by theft or attempted theft without signs of forced entry or exit

We do not cover your contents against loss or damage caused by theft or attempted theft, unless there are visible signs of forced entry into or exit from:

- a) your private home while it is lent, let, or sub-let;
- b) your private home while it is on show;
- c) your private home while it undergoes any renovations or structural building alterations. This does not apply if we accept your claim under Items anywhere in the world;
- d) any unattended vehicle, unless the vehicle is locked, the windows are closed and any insured items must be in the locked boot, cubby-hole or under retractable or removable boot covers of the vehicle as agreed. This does not apply if we accept your claim under Remote jamming or blocking.

5.3 Chipping, denting, or scratching

We do not cover damage caused by scratching, denting, chipping or discolouration of furniture, glass, glassware, jewellery, or other brittle articles.

5.4 If you do not receive contents you have paid for

We do not cover loss caused to you because you have not received any goods or services you have paid for.

5.5 Electronic data

We do not cover the cost of reproducing sounds, data and images that are lost from tapes, records, films, magnetic media, or any other electronic media.

FINE ARTS AND VALUABLES (if shown in the schedule to be included)

1. Definitions specific to this section

antiques	means furniture, porcelain, or any other items (but not fine arts) that have a high value because of its age or quality.
collections	means a group of objects accumulated in one location, which holds particular value because of the grouping. Each item also holds value, but the collective value is greater than the sum of the individual items making up the collection. Examples are coin collections, stamp collections, wine collections or book collections.
fine arts	means creative art, especially visual art, where the products are appreciated primarily for their imaginative, aesthetic, or intellectual content.
valuables	means jewellery, watches, gems or gemstones valued at over R 500 000. It may also include mobile phones, bicycles, electronic equipment, or any other item you wish to specify as valuable.

2. What is covered under this section

If we insure your Fine arts and valuables, we cover loss of or damage to the items shown in the schedule. All the covers, terms, conditions, and exclusions listed under Property apply to your Fine arts and valuables section.

2.1 Specified items

If we insure your specified items, we cover loss of or damage to the items shown in the schedule.

This cover is limited to the amount shown in the schedule next to each specified item.

3. What is also covered under this section as part of the sum insured

3.1 Fine art and valuables in storage

We cover 20% of the sum insured of this section if your fine arts and valuables are in a commercial storage facility at the time of loss or damage.

3.2 Removal by professional contractors

We cover loss of or damage to your fine art or valuables while professional movers are moving it when you permanently move to a new private home.

This cover is subject to the following conditions:

- You must ensure that professional movers who are suitably qualified and experienced for the nature and value of the items being moved, are appointed to pack and move your specified items.
- Jewellery must remain in your personal care, custody, or control during the move and must not be packed, handled, or transported by professional movers.

4. What is also covered under this section in addition to the sum insured

4.1 Additional cover for antiques, collections, or fine arts with valuations less than three years

If there is loss of or damage to any antique, collection or fine arts covered under this section for which we accepted a professional valuation dated less than three years before the date of loss or damage, we may pay up to 150% of the item value to repair, replace or renovate the item, pair, or set.

4.2 Death of the artist

We cover the increased value of an artwork if the artist passes away during the period of insurance if you have a valid claim under this section.

This cover is limited to 200% of the insured value of the artwork and to R 500 000 during a calendar year.

This cover is subject to the following conditions:

- a) You must give us a professional valuation dated before the death of the artist.
- b) The valuation may not be older than three years.

We will only cover the increased value after the initial twelve months following the death of the artist.

5. Special terms and conditions under this section

5.1 The countries where you are insured under this section

Cover under this section is worldwide.

5.2 You must give proof of ownership

If we ask for it, you must give us acceptable proof that you own an item or are legally responsible for it, or acceptable proof of its value.

5.3 You must give us valuation certificates of jewellery and watches

To confirm value of jewellery and watches, we require the following proof when you claim:

- a) Valuation certificates for all items of jewellery or watches with a value more than R 25 000. This valuation certificate must be issued by a qualified jeweller and dated before the date of the claim.
- b) If the item of jewellery contains diamonds, we also require a laboratory certificate issued by a qualified gemmologist for all diamonds bigger than 0.5 carats.
- c) When you claim for a watch, we will only accept valuation certificates issued by an authorised distributor of the watch you are claiming for. If we ask for it, you must also give us the box and warranty card of the watch. In the event that these items are also lost or stolen, you must obtain authentication from the authorised distributor you bought the watch from.

If you don't give us a valuation certificate for jewellery or watches valued more than R 25 000, your claim will not be rejected, but the compensation amount will be limited to R 25 000 for each item.

5.4 Pairs and sets

We do not cover any additional, special value that an item has because it forms part of a pair or set. We only cover the proportionate value of the part of the set that is lost or damaged.

This condition does not apply if a single item of a pair or set is lost or damaged and that item cannot be replaced or repaired without replacing or repairing the entire set.

5.5 Specified bicycles

Your bicycles must be secured inside a locked building or locked with a bicycle locking device (U-lock) or padlock, whenever they are left unattended.

If your bicycles are transported or left unattended while on your vehicle, they must be secured to the vehicle with a bicycle locking device (U-lock) and heavy-duty bike chain, in addition to the locked arms of the bicycle racks.

If the bicycle is in use and you need to leave it temporarily unattended, it must be secured to a non-movable and strong item with a chain and bicycle locking device secured through the wheel and frame.

If you do not comply with this condition, we will not cover loss of or damage to your bicycles caused by theft or attempted theft, if the non-compliance materially contributes to the loss.

5.6 Authentication of specified designer items

If you have a claim for a specified high-end or designer item, we may require proof of authenticity. If you cannot prove the authenticity of the lost or damaged item, we may not settle your claim.

The inventory prepared by our valuers will not be considered proof of authenticity.

6. What is not covered under this section

These exclusions are in addition to the property exclusions and apply only to the Fine arts and collectibles section.

6.1 Reframing

We do not cover damage caused by reframing or similar processes.

6.2 Weather

We do not cover loss or damage caused by:

- a) exposure to light;
- b) extreme temperatures;
- c) frost, moisture, aridity, or humidity.

6.3 Theft, attempted theft, and malicious damage

We do not cover your specified items against loss or damage caused by theft, attempted theft, or malicious damage unless the premises where these items are kept, complies with the security measures we required for your private home.

This exclusion does not apply to specified jewellery or watches while you are wearing them, or to photographic equipment, or electronic equipment while you are using it.

6.4 Unattended bicycles

We do not cover loss of or damage to specified bicycles caused by theft or attempted theft, if the bicycle is left unattended at your private home or away from your private home, unless it is secured to a fixed structure with a bicycle locking device (U-lock) and chain or located within a locked building.

MOTOR (if shown in the schedule to be included)

1. Definitions specific to this section

agreed value	means the value you and we agree at which to insure your vehicle and its factory-fitted accessories.
car	means a private motor car.
caravan or trailer	means a caravan or trailer, which is not self-propelled, including its permanent fittings.
code 3 / built-up vehicle	means a new or used vehicle that has been declared permanently unfit for use, usually because the vehicle: – was involved in an incident and declared unfit for use as a vehicle; – is damaged to an extent which includes structural defects and requires substantial rebuilding; – was stolen.
credit shortfall	means the difference between the total amount you owe a registered credit provider under a financing agreement in terms of the National Credit Act, Act 34 of 2005, and the value of the vehicle shown in the schedule.
golf car	means a motorised or battery-operated vehicle designed for transport on a golf course.
grade 4 difficulty for 4x4 trails	means a difficult trail, for experienced drivers only, which require low range and differential lock and recommends recovery equipment.
grade 5 difficulty for 4x4 trails	means an extreme trail, for expert drivers with highly capable vehicles only, which do not allow solo trips and requires recovery equipment as essential.
light delivery vehicle	means a light delivery vehicle (LDV), including 4x4 or 4x2 vehicles, with a gross mass of 3,500 kg or less.
motorcycle	means a standard road two- or three-wheel motorcycle, a motor scooter (with or without a side car), a three- or four-wheel motorised vehicle (for example a quad bike or all-terrain vehicle).
named driver	means the person named in the schedule who is authorised to drive your vehicle.
non-factory fitted accessories	means accessories fitted to your vehicle, which are not normally added to the same make or model off the factory floor. This includes smash-and-grab film, bicycle racks and vehicle awnings.
retail value	means the price at which a car dealer sells a vehicle with its factory-fitted accessories.
recreational tractor	means a self-propelled, recreational tractor or lawn mower, which is used for domestic or recreational purposes (for example mowing the lawn at your private home).
regular driver	means the person who drives your vehicle most frequently. The regular driver is shown in the schedule. If anyone other than the regular driver uses the vehicle, it must only be with your express permission.

replacement vehicle	means any motor vehicle, light delivery vehicle, 4x4 or 4x2 vehicle that you hire, lease or temporarily use as a replacement for the insured vehicle while the insured vehicle is in for a service or repairs by a member of the motor trade.
SAPVIN	means the number that is uniquely generated by the SAPS vehicle circulation system. A SAPVIN number is issued when a vehicle does not have a VIN or engine number, the vehicle's VIN or engine numbers have been duplicated, or the vehicle's VIN or engine numbers have been altered, defaced or obliterated. SAPVIN is an abbreviation for South African Police Vehicle Identification Number.
self-driving	means that your vehicle is operating in a mode in which you do not control or monitor it.
sum insured value	means the value of your vehicle shown in the schedule.
time-trial	means that one vehicle on the track is driving against the clock with a controlled time delay start.
vehicle	means the insured vehicle shown in the schedule, or the replacement vehicle where relevant. The vehicle includes factory-fitted accessories and spare parts, including tools and equipment supplied with the vehicle by the manufacturer, when they are in or on the vehicle.
written off	means your vehicle is damaged and, in our opinion, is not economical to repair.
you	means the policyholder(s), the policyholder's spouse and the driver(s) named in the schedule.

2. What is covered under this section

We cover loss of or damage to your vehicle that occurred during the period of insurance, up to the value shown in the schedule.

The schedule will also show the following information per vehicle:

- a) Class of vehicle use.
- b) Type of vehicle value.
- c) Type of vehicle insurance.

3. Class of vehicle use

When you insure your vehicle, you choose the class of use for each vehicle. You may only use your vehicle for the purpose in the description you selected, and which is shown in the schedule. We will not cover your vehicle while you use it for any other purposes.

3.1 Domestic use

If the schedule shows that your vehicle is used for domestic purposes, you may use it for social and private travel, travel to and from work, as well as travel for business or occupation purposes once a week. If you use your vehicle for business or occupation more than once a week, it cannot be covered under Domestic class of use.

3.2 Business use

If the schedule shows that your vehicle is used for business purposes, you may use it for social and private travel, travel to and from work, as well as travel for administrative professional or occupational purposes. If you use the vehicle for trade, transport or any other commercial purpose, it cannot be covered under this policy, and you must take out commercial cover for the vehicle.

4. Types of vehicle value

4.1 Retail value

Retail value is based on the retail value of the vehicle as publicised in a recognised and current motor trade publication or database. The vehicle's age, condition and odometer readings may affect the value.

If the schedule shows that your vehicle value is retail value, we will automatically adjust your vehicle sum insured and premium each anniversary date to align to the retail value on the anniversary date.

To ensure that your vehicle is sufficiently covered, you must insure the following items separately:

- a) Non-factory fitted accessories.
- b) Credit shortfall (any amounts owing on the vehicle).

You must ensure that the values of all accessories that add to your vehicle value are accurate and up to date. You may change the amounts at which the non-factory accessories are insured, at any time.

4.2 Agreed value

Agreed value is only used for vehicles that do not have a retail value publicised in a recognised and current motor trade publication or database (for example imported sports cars or vintage cars).

If the schedule shows that your vehicle value is agreed value, we may request proof of the vehicle value in the form of a valuation by a reputable motor vehicle dealer. The agreed value will remain unchanged on the anniversary of this policy unless you instruct us to change the value.

If the condition of the vehicle deteriorates after the agreed value valuation, but before a claim, we may pay you less if there is a claim.

4.3 Sum insured value

If the schedule shows that your vehicle value is sum insured, we will not adjust your vehicle sum insured during the period of insurance. This means that, in the event of a total loss (if your vehicle is written off or stolen) we guarantee that we will pay the sum insured shown in the schedule without any reduction.

This vehicle value is subject to the following conditions:

- a) The vehicle must have a retail value.
- b) The sum insured value may not be more than 20% higher or lower than the retail value unless we specifically approve it.
- c) You must confirm to us the sum insured value of your vehicle at each renewal, by means of a valuation from a reputable motor vehicle dealer.

If you do not comply with these conditions, the vehicle value will revert to Retail value.

5. Types of vehicle insurance

5.1 Comprehensive

If the schedule shows that your vehicle is insured on a Comprehensive basis, we cover the vehicle against:

- a) any loss or damage;
- b) liability.

5.2 Third party, fire and theft

If the schedule shows that your vehicle is insured for Third party, fire and theft, we only cover the vehicle against:

- a) fire, lightning or explosion;
- b) theft or attempted theft;

- c) hijacking or attempted hijacking;
- d) liability.

5.3 Third party only

If the schedule shows that your vehicle is insured for Third party only, we only cover the vehicle against liability.

6. What is also covered under this section as part of the sum insured

6.1 Costs for emergency repairs (if the type of insurance is Comprehensive or Third party, fire, and theft)

If you have a valid claim under this section of your policy, you may authorise emergency repairs to the vehicle without our consent and immediately give us a detailed invoice from the repairer.

This cover is limited to the amount shown in the schedule.

6.2 Cover if you buy a new vehicle (if the type of insurance is Comprehensive)

If you buy a new vehicle to replace a vehicle insured under this section of your policy, we will cover your new vehicle for the first 72 hours after you take possession of the vehicle, even if it is not shown in the schedule.

This cover is subject to the condition that your new vehicle is added to this policy with effect from the date that you take possession of the vehicle and that you pay any additional premium due to us.

6.3 Head, tail- or spotlights (if the type of insurance is Comprehensive)

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

6.4 Replacement of your vehicle (if the type of insurance is Comprehensive or Third party, fire and theft)

If your vehicle is stolen and not recovered or written off, we will replace your vehicle with a new vehicle of the same make and model. Our compensation for the replacement vehicle is limited to the sum insured shown in your schedule for your stolen or written off vehicle.

This cover is subject to the following conditions:

- a) Your vehicle may not be older than two years from the date of first registration.
- b) Your vehicle may not have travelled more than 40,000 kilometres.
- c) If your vehicle is financed, we will arrange with the credit provider that the finance arrangement continues with the replacement vehicle. If the financial institution does not approve the request, we will settle the financial institution up to the sum insured shown in the schedule in accordance with the terms, conditions, and exclusions of this section, including the optional cover for Credit shortfall if it is shown in the schedule to be included.

6.5 Self-driving vehicles (if the type of insurance is Comprehensive)

We cover your vehicle if it is involved in an accident while driving itself.

6.6 Vehicle keys (if the type of insurance is Comprehensive)

We cover loss of or damage to your vehicle's locks, keys (including smart keys) and remote-control units. We also cover the cost of calling out a locksmith if necessary.

This cover is limited to the amount shown in the schedule.

6.7 Vehicles parked on the dealer's floor (if the type of insurance is Comprehensive)

We agree to cover your vehicle against loss or damage while it is parked in the showroom or on the floor of a recognised member of the motor dealer trade.

This cover is subject to the following conditions:

- a) The vehicle must be parked at the dealership for the purpose of selling or servicing it.
- b) The vehicle keys must be kept in a locked safe.
- c) The vehicle must be parked in secure premises when the premises are open for business.
- d) The vehicle must be in a locked garage or locked showroom when the premises are closed for business.
- e) If your vehicle is taken for a test drive, an employee of the company must accompany the prospective buyer.

We do not cover the following:

- a) Loss or damage occurring away from the dealership premises, except if your vehicle is taken for a test drive.
- b) Any loss of or damage to sound equipment.
- c) Any loss of or damage to any vehicle glass.

6.8 Window glass (if the type of insurance is Comprehensive)

We cover the cost of replacing or repairing the window glass of the vehicle if it is damaged.

This cover does not include cover for sunroofs and other glass that forms part of the body of the vehicle.

You are not entitled to car hire if you have a Window glass claim.

7. What is also covered under this section in addition to the sum insured

7.1 Accidental death (if the type of insurance is Comprehensive)

We will pay your estate if you are injured in an incident in your vehicle that leads to a valid claim under this section, and you die within 90 days as a direct result of the injury.

This cover is limited to the amount shown in the schedule.

7.2 Claims preparation costs

We will pay you the reasonable costs for getting any documentation, proof or details you need to prepare for a claim you have under this section of the policy.

This cover is limited to amount shown in the schedule.

7.3 Costs to protect the vehicle (if the type of insurance is Comprehensive or Third party, fire, and theft)

We cover the reasonable costs to protect the vehicle after a valid claim under this section.

7.4 Costs to tow and store the vehicle (if the type of insurance is Comprehensive or Third party, fire, and theft)

We cover the reasonable costs for towing and storage of your vehicle after a valid claim under this section.

7.5 Delivery after repair (if the type of insurance is Comprehensive or Third party, fire, and theft)

We cover the reasonable costs to deliver the vehicle to your private home after a valid claim under this section.

This cover is subject to the condition that the vehicle must be repaired in the Republic of South Africa.

7.6 Difference in excess for a hired vehicle (if the type of insurance is Comprehensive)

If any vehicle you hire is lost or damaged while you are using it, we will pay the difference between your basic excess under this section and the excess for the hired vehicle.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that you must have taken the insurance offered by the car hire company.

7.7 Emergency expenses for accommodation (if the type of insurance is Comprehensive)

We cover accommodation expenses for you and your passengers after a valid claim under this section.

This cover is limited to the amount per person, per day as shown in the schedule and for a maximum of two days.

This cover is subject to the following conditions:

- a) The loss or damage must take place more than 100km from your private home shown in the schedule.
- b) The vehicle must be a car, light delivery vehicle, motorcycle, caravan or trailer.

7.8 Extinguishing costs (if the type of insurance is Comprehensive or Third party, fire and theft)

We cover the reasonable costs of extinguishing or fighting a fire that poses a danger to your vehicle.

This cover is subject to the condition that you must be legally liable to pay the extinguishing costs.

7.9 Repatriation of mortal remains (if the type of insurance is Comprehensive)

We cover the costs to return your body to the town where your private home, as shown in the schedule, is situated, if you die from an accident in which your vehicle was involved.

This cover is limited to the amount shown in the schedule.

7.10 Special modifications to your car or light delivery vehicle (if the type of insurance is Comprehensive or Third party, fire, and theft)

We cover the necessary and reasonable costs for special modifications to your car or light delivery vehicle after an accident that causes bodily injury which leaves you permanently disabled and bound to a wheelchair.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that we have authorised the installation.

7.11 Tow-in costs for mechanical or electrical breakdown (if the type of insurance is Comprehensive)

We cover the costs you necessarily incur for protecting your vehicle and transporting it to a repairer after mechanical or electrical breakdown of your vehicle.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) You must not have any other breakdown insurance.
- b) You must have attempted to obtain cover through our Swiftcare service.

We do not cover the costs of repairing mechanical or electrical breakdown of your vehicle.

7.12 Tracking device (if the type of insurance is Comprehensive)

We cover the cost to install a tracking system in your new vehicle, if you had a tracking system in your vehicle which was damaged beyond repair or stolen and not recovered.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) You must have a valid contract with a tracking company for the lost or damaged vehicle.
- b) All payments to the tracking company must be up to date at the time of the loss or damage.
- c) We have authorised the installation.

7.13 Vehicle hire costs (if the type of insurance is Comprehensive or Third party, fire, and theft)

If you have a valid claim under this section, we will arrange the hiring of a car and pay the vehicle hire charges if your vehicle:

- a) cannot be driven;
- b) is undergoing repairs;
- c) is stolen and not recovered.

The type of car we will arrange is shown in the schedule.

This cover is subject to the following conditions:

- a) We must arrange the car hire for you from an approved car hire company of our choice.
- b) You must pay the fees and deposits required by the car hire company.
- c) You must accept the terms, conditions, and exclusions of the car hire company.
- d) We will not extend the period of vehicle hire by the number of days, that spare parts for the repair of your vehicle are not available.

The period of car hire will start from any of the following dates:

- a) The date the vehicle cannot be driven.
- b) The date the vehicle is handed to the motor trade for repair.
- c) The date the theft of the vehicle was reported to us.

The period of hire ends at the earliest of the following dates:

- a) The day your vehicle has been completely repaired.
- b) The day we pay you for the total loss of your vehicle.
- c) The last day of the number of days shown in the schedule.

This cover does not include running costs (fuel, oil, tollgate fees or any other optional service supplier fees) of the hired vehicle.

8. Vehicle liability

8.1 Legal liability for your vehicle

We cover your legal liability caused by your vehicle, which occurs during the period of insurance for:

- a) accidental death of another person;
- b) accidental bodily injury of another person;
- c) accidental loss of or damage to property belonging to another person.

This cover includes death, injury, loss or damage caused whilst your vehicle is self-driving.

Our payment will include the following:

- a) The amounts you are liable for.
- b) Legal costs of the other person that you are liable for.
- c) Costs that you incur to settle or defend the claim against you with our permission.

The limit of compensation at the time of the loss, damage, bodily injury or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

8.2 Passenger liability

We cover your legal liability caused by your vehicle, which occurs during the period of insurance for:

- a) accidental death of a passenger of the insured vehicle;
- b) accidental bodily injury of a passenger of the insured vehicle.

This cover includes death or injury caused whilst your vehicle is self-driving.

The limit of compensation at the time of the loss, damage, bodily injury, or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

We do not cover passengers in or on the load body of a light delivery vehicle.

8.3 Legal liability while other people drive or use your vehicle

We also cover the legal liability of any person who is driving or using your vehicle during the period of insurance for:

- a) accidental death of another person;
- b) accidental bodily injury of another person;
- c) accidental loss of or damage to property belonging to another person.

This cover includes death, injury, loss or damage caused while your vehicle is self-driving.

This cover is subject to the following conditions:

- a) The person driving or using your vehicle must:
 - have your permission to drive or use it;
 - not have legal liability cover under any other insurance;
 - not have been refused motor insurance at any time;
 - comply with the terms, conditions, and exclusions of this policy.
- b) You must ensure that any person driving or using your vehicle is aware of the terms, conditions, and exclusions of this policy.

8.4 Legal liability for vehicles not insured on this policy

We also cover your legal liability while you are using or driving a vehicle not insured on this policy during the period of insurance for:

- a) accidental death of another person;
- b) accidental bodily injury of another person;
- c) accidental loss of or damage to property belonging to another person.

This cover is subject to the following conditions:

- a) You do not own the vehicle.
- b) You are not buying, leasing, or hiring the vehicle under a credit agreement or similar agreement.
- c) The vehicle must be a car or light delivery vehicle.

We do not cover loss of or damage to the vehicle not insured under this policy.

8.5 Legal representation

We may arrange legal representation for:

- a) you at any inquiry into death resulting from a valid vehicle loss or accident claim under this section;

b) your defence at any civil or criminal proceedings resulting from a valid claim under this section.

8.6 What is not covered under Vehicle liability

We do not cover the following:

- a) Liability for death of or bodily injury to any of the following people:
 - You, a person using or driving your vehicle with your permission or members of your family who normally live with you.
 - Your employees, other than your domestic employees, acting in the course of their employment with you at the time of the event.
 - Any person in or on a caravan or trailer while it is being towed by your vehicle.
 - Any passenger who was outside the cab of your vehicle at the time of the event.
 - Any person travelling on or mounting onto or dismounting from any caravan or trailer.
- b) Liability for loss of or damage to property:
 - that you, a person using or driving the vehicle with your permission or any member of your family own, look after or control;
 - in or on a caravan or trailer while being towed.
- c) Your legal liability covered in terms of the Road Accident Fund

We do not cover your liability covered in terms of the Road Accident Fund, or any amounts that the Road Accident Fund wants to recover from you or if the Road Accident Fund is incapable or unable to compensate you.
- d) If you alter or fail to update on-board computer software

We do not cover liability if death, injury, loss, or damage results from:

 - unauthorised changes to the on-board computer software; or
 - failure to update the on-board computer software.

9. What you can also buy under this section

We only cover the following options if they are included in your schedule.

9.1 Trade-in protection plan

We cover the difference between the trade value of your vehicle as published in a recognised and current motor trade publication or database, and the actual trade value of your vehicle if it was involved in an accident that we covered under this section of your policy.

This cover is subject to the following conditions:

- a) Your vehicle must not be written off in the accident.
- b) Your vehicle must not be stolen or hijacked and not recovered.
- c) Your vehicle must be under manufacturer's guarantee.
- d) You must attempt to sell your vehicle within 30 days after it was repaired to your satisfaction and the manufacturer's guarantee reinstated.
- e) We must source the actual trade-in value of your vehicle.

EXAMPLE:

You buy a car for R1,500,000. This vehicle is involved in an accident. It is repaired in accordance with the vehicle manufacturer's standards, and the vehicle warranty is fully restored.

You decide to trade in your vehicle after the accident and find that your trade-in value is R1,000,000, because it was involved in an accident. Other vehicles of the same make, model and mileage have a trade-in value of

R1,200,000.

We will pay you the difference of R200,000.

9.2 Credit shortfall

We cover any credit shortfall you may have for your vehicle if the vehicle is financed by a registered credit provider under a financing agreement in terms of the National Credit Act, Act 34 of 2005.

This cover is subject to the following conditions:

- a) The vehicle must be stolen or hijacked and not physically returned to you or to us; or
- b) The vehicle must be written off.
- c) The vehicle must be a car, light delivery vehicle or motorcycle.
- d) You have given us the documents we require within 30 days of the loss or damage.

You must give us the following documents when you claim for credit shortfall:

- a) A copy of the credit agreement.
- b) A statement of your account showing the outstanding settlement balance at the date of loss or damage.

We do not cover the following amounts:

- a) Payments or interest that are in arrears before the date of loss or damage.
- b) Early settlement penalties.
- c) Any other amounts that can be refunded to you (for example, extra payments you have made to reduce your credit).
- d) Any legal costs you owe the finance company.
- e) Any residual or balloon payments.

EXAMPLE:

You buy a car for R750,000. You take out vehicle financing from a registered credit provider to pay off the car in instalments.

During the vehicle loan repayment period, the vehicle is written off and at that stage you owe the credit provider R700,000, but your vehicle retail value is R680,000.

Normally, we would pay the credit provider R680,000 (less your excess) and you would still owe them the outstanding R20,000. If you have Credit shortfall cover, we will pay the R680,000 (less your excess) PLUS the outstanding R20,000.

9.3 Non-factory fitted accessories

We cover loss of or damage to non-factory fitted accessories shown in the schedule. This applies whether the accessories were fitted before or after you bought the vehicle.

Non-factory fitted accessories, which do not relate to a specific vehicle, for example bicycle racks, vehicle awnings or tents, must be specified against any of your vehicles or under the Fine arts and valuables section.

This cover is limited to the amount shown next to each accessory in the schedule.

9.4 Extended countries

We also cover loss of or damage to your vehicle in the countries outside the Elite territorial limits, which are shown in the schedule. These countries will only show in your schedule if you have selected this optional cover.

The repatriation costs from these extended countries are limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) You must pay the additional excess shown in the schedule.

- b) If your vehicle was damaged in any of these countries, we will only pay your claim once you have brought the vehicle back to the Republic of South Africa.
- c) If the vehicle is written off and not brought back to the Republic of South Africa, you must prove to us that it is uneconomical to repair the vehicle before we will accept your claim. We will calculate the value of the wreckage at 20% of the vehicle value shown in the schedule and deduct the value of the wreckage from the claim amount.

We do not cover Third party liability in any of these countries.

9.5 Track-day cover

We cover loss of or damage to your vehicle while it is on the racetrack.

This cover is limited to the lowest amount of:

- a) the agreed value as shown in the schedule; or
- b) R800,000.

This cover is subject to the following conditions:

- a) The vehicle must be used:
 - in a time-trial; or
 - in a fun day or driver instruction while the event is controlled by or held under the protection of the recognised motoring club.
- b) You must pay the additional excess shown in the schedule.

We do not cover racing on the racetrack.

9.6 Retail value top-up cover (if the type of insurance is Comprehensive or Third party, fire and Theft)

If the schedule shows that your vehicle value is retail value, we will compensate you for the retail value at the time of the incident giving rise to a claim in the event of a total loss, less any excess.

The age, condition, and odometer readings of your vehicle at the time of the loss may affect the retail value.

This cover is subject to the following conditions:

- a) The vehicle must be a car or light delivery vehicle and insured for retail value.
- b) The maximum we will compensate you for your claim will not be more than the retail value of your vehicle at the time of the total loss, including the retail value top-up percentage as shown in the schedule.
- c) If the retail value including the retail value top-up percentage shown in the schedule is more than the proven dealer value of your vehicle determined by us at the time of the total loss of your vehicle, we will not compensate you more than the proven dealer value of that vehicle.

This optional cover does not apply if we replace your vehicle with a new vehicle within two years of the date of first registration.

10. Special terms and conditions under this section

10.1 The countries where you are insured under this section

The Motor section of this policy applies to the Republic of South Africa, Namibia, Botswana, Zimbabwe, Malawi, Mozambique, the Kingdom of Eswatini (previously Swaziland), the Kingdom of Lesotho, Tanzania, Zambia, Kenya, Angola, and Uganda.

If your vehicle was damaged in any of these countries outside the Republic of South Africa, we will only pay your claim once we have brought the vehicle back to the Republic of South Africa.

If the vehicle is written off and not brought back to the Republic of South Africa, you must prove to us that it is uneconomical to repair the vehicle before we will accept your claim. We will calculate the value of the wreckage at 20% of the vehicle value shown in the schedule and deduct the value of the wreckage from the

claim amount.

10.2 How we will pay you

We will pay you for loss of or damage under this section by one or a combination of the following:

- a) Paying for the vehicle's repair at a repairer we approve.
- b) Replacing the vehicle.
- c) Pay you the amount of the loss, damage, or liability.

We will decide how to pay your claim.

If we decide to repair your vehicle and it is no longer under warranty, we can choose to replace non-safety or non-critical parts with parts that are not supplied by the manufacturer of your vehicle, or with used parts which have been reconditioned.

If we decide to pay you the amount of the loss or damage, you must send us the invoice for the repairs. If you don't send us the invoice, we may not consider any future accident claims for the vehicle.

The vehicle value shown in the schedule is the maximum limit of compensation we will pay.

10.3 You must take care of your vehicle

You must take all reasonable steps to protect your vehicle against loss or damage.

You must also ensure that your vehicle is roadworthy at all times, according to relevant legislation.

10.4 Excess if your vehicle is less than one year old

If your vehicle is lost or damaged due to an accident, theft, attempted theft or hijacking and your vehicle age is one year or less from the date of first registration, you will not pay the basic excess shown in the schedule.

10.5 You must keep your vehicle secure

a) Security systems

If the schedule states that your vehicle is fitted with a security system, it is your responsibility to ensure that the security system has been installed.

We will only cover theft, attempted theft or hijacking if you comply with the following conditions:

- You must provide proof that the security system was installed at the time of the theft, attempted theft, or hijacking.
- You must comply with the service agreements and recommendations of the manufacturers and installers of the security system.

b) Satellite tracking systems

If the schedule states that your vehicle is fitted with a satellite tracking system, it is your responsibility to ensure that the satellite tracking system has been installed.

We will only cover theft, attempted theft or hijacking if you comply with the following conditions:

- You must immediately notify the authorities and the vehicle tracking company of the event;
- By no means may you interfere (including not paying fees) with the tracking or response company's ability or willingness to track and recover the vehicle effectively.
- You may not cancel your service agreement.

10.6 Chauffeur services

We cover loss of or damage to your vehicle even if it is driven by an employee or agent of a registered chauffeuring or valet company.

We also cover loss of or damage to your vehicle if it is driven by an employee or agent of a company which is a member of the motor trade while your vehicle is serviced, repaired, or waiting for collection from a registered

motor dealer.

10.7 You must agree to inspections

We may ask an inspection agent to inspect your vehicle at any time. We may decide not to insure your vehicle if you do not agree to the inspection. We reserve the right to change the terms, conditions and exclusions or cancel the insurance based on the outcome of the inspection.

10.8 You must tell us about any traffic offences

You must tell us immediately in writing if your driver's licence, or the driver's licence of anyone you allow to drive the vehicle, is endorsed, suspended, or cancelled. This includes a conviction for, or charges brought against you or anyone you allow to drive the vehicle for:

- a) negligent driving;
- b) reckless driving;
- c) driving under the influence of alcohol, drugs or driving with a blood- alcohol level that is over the legal limit.

10.9 We may pay value for unavailable spare parts

If any part needed to repair your vehicle is not available in the Republic of South Africa as a standard part, we will pay up to the manufacturer's list price at the time of the loss or damage. This amount includes the reasonable cost to transport the part to the Republic of South Africa. At our discretion, we may cover the transport of parts by air.

10.10 Only the policyholder can claim under this section

Only the policyholder may claim under this section of this policy. If the cover applies to someone other than the policyholder, the policyholder must claim on their behalf.

10.11 Vehicle sharing

If you accept payment in return for giving lifts to passengers as part of a vehicle sharing agreement for social or commuting purposes, we will cover your vehicle whether it is used for domestic or business purposes, subject to the following conditions:

- a) The vehicle must be a car or light delivery vehicle.
- b) The passengers are not transported in the course of a passenger-carrying business.
- c) The total payment does not amount to profit.

10.12 Code 3 vehicle, built-up vehicle, or a vehicle with SAPVIN numbers

If your vehicle is a Code 3 vehicle, built-up vehicle, or a vehicle with SAPVIN numbers, our compensation is limited to 70% of the retail value at the time of loss or damage, less any excess if the type of vehicle value is shown in the schedule as Retail value or Sum insured value.

If the type of vehicle value is shown in the schedule of Agreed value, we will pay the agreed value shown in the schedule, less any adjustments for deterioration (where relevant) and excess.

10.13 Drivers

We have two types of drivers:

- a) Regular driver

If the schedule shows that the driver of the vehicle is a regular driver, we will cover the vehicle against loss or damage while it is driven by any person you gave express permission to drive the vehicle.

This is subject to the following conditions:

- The regular driver must be the person who drives the vehicle most frequently.

- If the regular driver changes, you must notify us immediately. If our terms, conditions, and premiums are based on incorrect information you gave us, your cover may be affected. If required, you must pay the difference in premium and any additional excess which may apply.

b) Named driver

If the schedule shows that the driver of the vehicle is a named driver, we will only cover the vehicle against loss or damage while it is used by the driver named in the schedule.

11. What is not covered under this section

11.1 Gradual damages

We do not cover loss or damage caused by or from:

- a) deterioration in value resulting from repairs (unless specifically shown in the schedule to be included);
- b) wear and tear;
- c) rust, mildew, corrosion, or decay.

11.2 Mechanical, electronic, or electrical breakdown

We do not cover loss, damage or liability caused by, comprising of, or resulting from any mechanical, electronic or electrical breakdowns, failure or breakages of your vehicle.

11.3 Certain damages to tyres

We do not cover damage to tyres caused by:

- a) the application of brakes;
- b) distortion of the tyre;
- c) road hazards, including potholes, unless there is also damage to the rims.

11.4 Taking or impounding by authorities

We do not cover loss or damage caused by any authority lawfully taking or impounding your vehicle or any part of your vehicle.

11.5 Loss or damage outside the countries

We do not cover any loss of or damage to your vehicle that takes place outside the countries where you are insured under this section, except while your vehicle is in transit by water between ports in these countries.

11.6 Compliance with Road Traffic Act Regulations (1996) and subsequent amendments

We do not cover any loss, damage or liability incurred while your vehicle is in a condition that does not comply with, or while you or any person who drives or uses your vehicle violates any of the provisions or requirements of the National Road Traffic Act, 1996 or any of its regulations, including the Road Traffic Regulations, 2000 or any equivalent road traffic laws in any additional country where you are covered.

Examples of these provisions include, but are not limited to:

- a) Driving your vehicle excessively faster than the speed limit.
- b) Overtaking another vehicle on a solid white line, blind rise, corner or bend.
- c) Ignoring important road traffic signs or traffic lights.
- d) Driving your vehicle while it is not roadworthy.

Driving your vehicle without a vehicle licence that is valid in the country where your vehicle is driven or used.

Driving your vehicle without a driver's or learner's licence that is valid in the country where the vehicle is driven or used.

Driving your vehicle whilst under the influence of alcohol or drugs or with a blood-alcohol level over the legal limit. This exclusion applies even if the driver of your vehicle was not tested or convicted of an offence.

Non-compliance with a), b), c) and d) above must be a material cause of the event, or of the damage caused in the event, or of your liability. If we reject your claim because we say that you did not comply with any one of those clauses and that it was material to the loss, damage or liability, and you disagree with our rejection, you must prove that the loss, damage or liability is in fact covered.

11.7 Types of use we do not cover

We do not cover any loss, damage or liability incurred while your vehicle is used for any of the following:

- a) Commercial travelling (for example, couriers);
- b) Carrying fare-paying passengers.
- c) Giving lifts to passengers for profit.
- d) Carrying goods for trade.
- e) Giving driving lessons for reward.
- f) Hiring out the vehicle for reward.
- g) Racing or speed contests.
- h) Rallies or trials involving driving of any kind, including use on test circuits.
- i) On any 4X4 trails or courses with a 4 or 5 difficulty grade.
- j) Gymkhanas, fun-day events or any events held on a racetrack sanctioned by or under the auspices of a motoring club (unless you have taken optional Track-day cover).
- k) Any purpose relating to the motor trade, except when your vehicle is in the care of a member of the motor trade for maintenance or repairs.

11.8 Unauthorised software alterations or failure to update software

We may not cover damage to your vehicle or your legal liability resulting from the following:

- a) Any unauthorised changes to the software of the on-board computer systems.
- b) Your failure to update the software of the on-board computer systems.

VINTAGE VEHICLES (if shown in the schedule to be included)

1. Definitions specific to this section

agreed value	means the value you and we agree at which to insure your vehicle and its accessories.
car	means a private motor car.
light delivery vehicle	means a light delivery vehicle (LDV) with a gross mass of 3 500 kg or less.
motorcycle	means a standard road two- or three-wheel motorcycle or a motor scooter (with or without a side car).
named driver	means the person named in the schedule who is authorised to drive your vehicle.
SAPVIN	Means the number that is uniquely generated by the SAPS vehicle circulation system. A SAPVIN number is issued when a vehicle does not have a VIN or engine number, the vehicle's VIN or engine numbers have been duplicated, or the vehicle's VIN or engine numbers have been altered, defaced or obliterated. SAPVIN is an abbreviation for South African Police Vehicle Identification Number.
time-trial	means that one vehicle on the track is driving against the clock with a controlled time delay start.
vintage vehicle	means the insured vehicle shown in the schedule. The vehicle includes accessories and spare parts when they are in or on the vehicle.
written off	means your vehicle is damaged and, in our opinion, is not economical to repair.
you	means the policyholder(s), policyholder's spouse and drivers named in the schedule.
vermin	means any small animals or insects that are considered pests. Examples of vermin include rats, mice, cockroaches or squirrels. This definition of vermin does not include wild baboons or wild monkeys.

2. What is covered under this section

We cover loss of or damage to your vintage vehicle(s) that occurred during the period of insurance up to the value shown in the schedule.

The schedule will also show the following information:

- a) Class of vehicle use.
- b) Type of vehicle value.
- c) Type of vehicle insurance.

3. Class of vehicle use

3.1 Domestic use

You may use your vintage vehicle for social and private travel only.

4. Type of vehicle value

4.1 Agreed value

If the schedule shows that your vintage vehicle value is agreed value, we may request proof of the value in the form of a valuation by a reputable motor vehicle dealer. The agreed value will remain unchanged on the anniversary of this policy unless you instruct us to change the value.

If the condition of your vintage vehicle deteriorates after the agreed value valuation, but before a claim, we may pay you less if there is a claim.

5. Type of vehicle insurance

5.1 Comprehensive

If the schedule shows that your vintage vehicle is insured on a Comprehensive basis, we cover the vehicle against:

- a) any loss or damage;
- b) liability.

5.2 Laid-up

If you are not going to use or drive your vintage vehicle for a period of 60 or more consecutive days, we can suspend the comprehensive cover and refund part of your premium for the period that your vintage vehicle is laid-up. You must ask us in writing to suspend the comprehensive cover.

If the schedule shows that your vintage vehicle is insured on a Laid-up basis, we only cover the vehicle against loss or damage caused by fire, theft or attempted theft and accidental damage at the address shown in the schedule.

Cover is subject to the following conditions:

- a) The vehicle must be in a locked garage or other secure place at the time of loss or damage.
- b) The vehicle must not be out of use because of loss or damage covered under this section of your policy.
- c) You must send us a photograph of the odometer on the start date of the laid-up cover. If there is a claim under this cover type, we will use this photograph to confirm that your vehicle was not used.

We do not cover loss or damage caused by the following:

- a) Theft while the ignition keys of your vintage vehicle were left inside the vehicle.
- b) Loss of value after repairs.
- c) Vermin.

6. What is also covered under this section as part of the sum insured

6.1 Costs for emergency repairs (if the type of insurance is Comprehensive)

If you have a valid claim under this section of your policy, you may authorise emergency repairs to the vehicle without our consent and immediately give us a detailed invoice from the repairer.

6.2 Head, tail- or spotlights (if the type of insurance is Comprehensive)

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

6.3 Temporarily detached parts (if the type of insurance is Comprehensive)

We cover loss of or damage to parts that are temporarily removed or detached from your vehicle.

This cover is limited to 25% of the vehicle value.

This cover is subject to the following conditions:

- a) The parts must be removed or detached from the vehicle for service or repair; and
- b) The parts must be in your care and control or the care and control of a recognised vintage vehicle repairer; and
- c) The parts must be kept in a locked garage; or
- d) If the parts are transported to a recognised vintage car repairer, they must be correctly secured in or on the transporting vehicle.

6.4 Vehicles parked on the dealer's floor (if the type of insurance is Comprehensive)

We agree to cover your vehicle against loss or damage while it is parked in the showroom or on the floor of a recognised member of the motor dealer trade.

This cover is subject to the following conditions:

- a) The vehicle must be parked at the dealership for the purpose of selling or servicing it.
- b) The vehicle keys must be kept in a locked safe.
- c) The vehicle must be parked in secure premises when the premises are open for business.
- d) The vehicle must be in a locked garage or locked showroom when the premises are closed for business.
- e) If your vehicle is taken for a test drive, an employee of the company must accompany the prospective buyer.

We do not cover the following:

- a) Loss or damage occurring away from the dealership premises, except if your vehicle is taken for a test drive.
- b) Any loss of or damage to sound equipment.
- c) Any loss of or damage to any vehicle glass.

6.5 Window glass (if the type of insurance is Comprehensive)

We cover the cost of replacing or repairing the window glass of the vehicle if it is damaged.

This cover does not include cover for sunroofs and other glass that forms part of the body of the vehicle.

7. What is also covered under this section in addition to the sum insured

7.1 Accidental death (if the type of insurance is Comprehensive)

We will pay your estate if you are injured in an incident in your vehicle that leads to a valid claim under this section, and you die within 90 days as a direct result of the injury.

This cover is limited to the amount shown in the schedule.

7.2 Claims preparation costs

We will pay you the reasonable costs for getting any documentation, proof or details you need to prepare for a claim you have under this section of the policy.

This cover is limited to amount shown in the schedule.

7.3 Costs to protect the vehicle (if the type of insurance is Comprehensive)

We cover the reasonable costs to protect the vehicle after a valid claim under this section.

7.4 Costs to tow and store the vehicle (if the type of insurance is Comprehensive)

We cover the reasonable costs for towing and storage of your vehicle after a valid claim under this section.

7.5 Delivery after repair (if the type of insurance is Comprehensive)

We cover the reasonable costs to deliver the vehicle to your private home after a valid claim under this section. This cover is subject to the condition that the vehicle must be repaired in the Republic of South Africa.

7.6 Emergency expenses for accommodation (if the type of insurance is Comprehensive)

We cover accommodation expenses for you and your passengers after a valid claim under this section.

This cover is limited to the amount per person, per day as shown in the schedule and for a maximum of two days.

This cover is subject to the condition that the loss or damage must take place more than 100km from your private home shown in the schedule.

7.7 Extinguishing costs

We cover the cost of extinguishing or fighting a fire that poses a danger to your vehicle.

This cover is subject to the condition that you must be legally liable to pay the extinguishing costs.

7.8 Vehicle keys (if the type of insurance is Comprehensive)

We cover loss of or damage to your vehicle's locks and keys. We also cover the cost of calling out a locksmith if necessary.

This cover is limited to the amount shown in the schedule.

8. Vehicle liability

8.1 Legal liability for your vehicle

We cover your legal liability caused by your vehicle, which occurs during the period of insurance for:

- a) accidental death of another person;
- b) accidental bodily injury of another person;
- c) accidental loss of or damage to property belonging to another person.

Our payment will include the following:

- a) The amounts you are liable for.
- b) Legal costs of the other person that you are liable for.
- c) Costs that you incur to settle or defend the claim against you with our permission.

The limit of compensation at the time of the loss, damage, bodily injury or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

8.2 Passenger liability

We cover your legal liability caused by your vehicle, which occurs during the period of insurance for:

- a) accidental death of a passenger of the insured vehicle;

- b) accidental bodily injury of a passenger of the insured vehicle.

The limit of compensation at the time of the loss, damage, bodily injury or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

We do not cover passengers in or on the load body of a light delivery vehicle.

8.3 Legal representation

We may arrange legal representation for:

- a) you at any inquiry into death resulting from a valid vehicle loss or damage claim under this section;
- b) your defence at any civil or criminal proceedings resulting from a valid claim under this section.

8.4 What is not covered under Vehicle liability

We do not cover the following:

- a) Liability for death of or bodily injury to any of the following people:
 - You or members of your family who normally live with you.
 - Your employees, other than your domestic employees, acting in the course of their employment with you at- the time of the event.
 - Any person in or on a caravan or trailer while it is being towed by your vehicle.
 - Any passenger who was outside the cab of your vehicle at the time of the event.
- b) Liability for loss of or damage to property:
 - that you or any member of your family own, look after or control;
 - in or on a caravan or trailer while being towed.
- c) Your legal liability covered in terms of the Road Accident Fund

We do not cover your liability covered in terms of the Road Accident Fund, or any amounts that the Road Accident Fund wants to recover from you or if the Road Accident Fund is incapable or unable to compensate you.

9. What you can also buy under this section

We only cover the following option if it is included in your schedule.

9.1 Track-day cover

We cover loss of or damage to your vehicle while it is on the racetrack.

This cover is limited to the lowest amount of:

- a) the agreed value as shown in the schedule; or
- b) R400,000.

This cover is subject to the following conditions:

- a) The vehicle must be used:
 - in a time-trial; or
 - in a fun day or driver instruction while the event is controlled by or held under the protection of a recognised motoring club.
- b) You must pay the additional excess shown in the schedule.

We do not cover racing on the racetrack.

10. Special terms and conditions under this section

10.1 The countries where you are insured under this section

The Vintage vehicles section of this policy applies to the Republic of South Africa only.

10.2 How we will pay you

We will pay you for loss of or damage under this section by one or a combination of the following:

- a) Paying for the vehicle's repair at a repairer we approve.
- b) Pay you the amount of the loss, damage, or liability.

You can choose how you prefer us to pay your claim.

The vehicle value shown in the schedule is the maximum limit of compensation we will pay.

10.3 Valued salvage

If your vehicle is written off, you have the first option to buy the salvage at 25% of the vehicle value.

10.4 You must take care of your vehicle

You must take all reasonable steps to protect your vintage vehicle against loss or damage.

You must ensure that your vintage vehicle is roadworthy at all times, according to relevant legislation.

10.5 You must agree to inspections

We may ask an inspection agent to inspect your vehicle at any time. We may decide not to insure your vehicle if you do not agree to the inspection. We reserve the right to change the terms, conditions and exclusions or cancel the insurance based on the outcome of the inspection.

10.6 You must tell us about any traffic offences

You must tell us immediately in writing if your driver's licence, or the driver's licence of anyone you allow to drive the vehicle, is endorsed, suspended or cancelled. This includes a conviction for, or charges brought against you or anyone you allow to drive the vehicle for:

- a) negligent driving;
- b) reckless driving;
- c) driving under the influence of alcohol, drugs or driving with a blood- alcohol level that is over the legal limit.

10.7 We may pay value for unavailable spare parts

If any part needed to repair your vehicle is not available in the Republic of South Africa as a standard part, we will pay up to the manufacturer's list price at the time of the loss or damage. This amount includes the reasonable cost to transport the part to the Republic of South Africa.

10.8 Only the policyholder can claim under this section

Only the policyholder may claim under this section of this policy. If the cover applies to someone other than the policyholder, the policyholder must claim on their behalf.

10.9 You must install a fire extinguisher

It is a condition of this policy that you must have a fire extinguisher installed in the insured vehicle at all times. If you do not comply with this condition, we may not cover loss or damage to your vehicle caused by fire.

10.10 Code 3 vehicle, built-up vehicle or a vehicle with SAPVIN numbers

If your vehicle is a Code 3 vehicle, built-up vehicle, or a vehicle with SAPVIN numbers, we will pay the agreed value shown in the schedule, less any adjustments for deterioration (where relevant) and excess.

10.11 Drivers

The schedule shows the named driver(s) of your vehicle. We will only cover the vehicle against loss or damage while it is used by the driver named in the schedule.

11. What is not covered under this section

11.1 Gradual damages

We do not cover loss or damage caused by or from:

- a) deterioration in value resulting from repairs (unless specifically shown in the schedule to be included);
- b) wear and tear;
- c) rust, mildew, corrosion, or decay.

11.2 Mechanical, electronic, or electrical breakdown

We do not cover loss, damage or liability caused by, comprising of, or resulting from any mechanical, electronic or electrical breakdowns, failure or breakages of your vehicle.

11.3 Certain damages to tyres

We do not cover damage to tyres caused by:

- a) the application of brakes;
- b) distortion of the tyre;
- c) road hazards, including potholes, unless there is also damage to the rims.

11.4 Taking or impounding by authorities

We do not cover loss or damage caused by any authority lawfully taking or impounding your vintage vehicle or any part of your vintage vehicle.

11.5 Loss or damage outside the countries

We do not cover any loss of or damage to your vintage vehicle that takes place outside the countries where you are insured under this section, except while your vintage vehicle is in transit by water between ports in these countries.

11.6 Compliance with Road Traffic Act Regulations (1996) and subsequent amendments

We do not cover any loss, damage or liability incurred while your vehicle is in a condition that does not comply with, or while you or any person who drives or uses your vehicle violates any of the provisions or requirements of the National Road Traffic Act, 1996 or any of its regulations, including the Road Traffic Regulations, 2000 or any equivalent road traffic laws in any additional country where you are covered.

Examples of these provisions include, but are not limited to:

- a) Driving your vehicle at a speed that is excessively faster than the speed limit.
- b) Overtaking another vehicle on a solid white line, blind rise, corner or curve.
- c) Ignoring important road traffic signs or traffic lights.
- d) Driving your vehicle while it is not roadworthy.

- e) Driving your vehicle without a vehicle licence that is valid in the country where your vehicle is driven or used.
- f) Driving your vehicle without a driving or learner's licence that is valid in the country where the vehicle is driven or used.
- g) Driving your vehicle whilst under the influence of alcohol or drugs or with a blood-alcohol level over the legal limit. This exclusion applies even if the driver of your vehicle was not tested or convicted of an offence.

Non-compliance with a), b), c) and d) above must be a material cause of the event, or of the damage caused in the event, or of your liability. If we reject your claim because we say that you did not comply with any one of those clauses and that it was material to the loss, damage, or liability, and you disagree with our rejection, you must prove that the loss, damage, or liability is in fact covered.

11.7 Types of use we do not cover

We do not cover any loss, damage or liability incurred while your vehicle is used for any of the following:

- a) Commercial travelling (for example, couriers)
- b) Carrying fare-paying passengers.
- c) Giving lifts to passengers for profit.
- d) Carrying goods for trade.
- e) Giving driving lessons for reward.
- f) Hiring out the vehicle for reward.
- g) Racing or speed contests.
- h) Rallies or trials involving driving of any kind, including use on 4x4 courses and test circuits.
- i) Gymkhanas, fun-day events or any events held on a racetrack sanctioned by or under the auspices of a motoring club (unless you have taken optional Track-day cover).
- j) Any purpose relating to the motor trade, except when your vehicle is in the care of a member of the motor trade for maintenance or repairs.

WATERCRAFT (if shown in the schedule to be included)

1. Definitions specific to this section

credit provider	means a registered credit provider, with whom you entered into a financing agreement in terms of the National Credit Act, Act 34 of 2005.
laid-up	means that the watercraft is out of use and is out of the water.
sighting	means checking for damage after grounding.
watercraft	means the insured watercraft shown in the schedule, which is a boat used on water for pleasure and private purposes with a maximum design speed of 100 km per hour.
you	means the policyholder named in the schedule.

2. What is covered under this section

We cover loss of or damage to your watercraft that occurred during the period of insurance up to the sum insured shown in the schedule.

3. Types of watercraft value

3.1 New value

If your watercraft is less than four years old, we will pay the purchase price of the same or similar model up to the sum insured shown in the schedule.

3.2 Market value

If your watercraft is four years old or older, we will pay the current market value of the watercraft up to the limit shown in the schedule.

4. What is also covered under this section as part of the sum insured

4.1 Loss or damage during yacht racing

We cover loss or damage to your yacht caused by stranding, sinking, fire, collision or contact with anything other than water (including ice) while your yacht is participating in a race.

5. What is also covered under this section in addition to the sum insured

5.1 Sighting expenses

We cover the reasonable costs of sighting the underwater section of the hull after grounding. We will pay these costs even if there is no damage to the hull.

5.2 Avoiding or minimising loss

We cover all reasonable emergency costs that you spend in order to avoid or minimise loss or damage that would be covered by this policy. This includes the cost of salvaging your watercraft.

5.3 Fire extinguishing expenses

We cover the cost of extinguishing or fighting a fire that poses a danger to your watercraft.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that you must be legally liable to pay the extinguishing costs.

5.4 Costs for emergency repairs

You may authorise emergency repairs to your watercraft without our consent and immediately give us a detailed invoice from the repairer.

This cover is limited to the amount shown in the schedule.

5.5 Costs to tow and store the watercraft

We cover the reasonable costs for towing and storage of your watercraft after a valid claim under this section.

5.6 Delivery after repair

We cover the reasonable costs to deliver the watercraft to your private home after a valid claim under this section.

This cover is subject to the condition that the watercraft must be repaired in the Republic of South Africa.

5.7 Accidental death

We will pay your estate if you are injured in an incident on your watercraft that leads to a valid claim under this section, and you die within 90 days as a direct result of the injury.

This cover is limited to the amount shown in the schedule.

5.8 Watercraft keys

We cover loss of or damage to your watercraft's locks or keys.

This cover is limited to the amount shown in the schedule.

5.9 Claims preparation costs

We will pay you the reasonable costs for getting any documentation, proof or details you need to prepare for a claim you have under this section of the policy.

This cover is limited to amount shown in the schedule.

6. Watercraft liability

6.1 Legal liability for your watercraft

We cover your legal liability caused by your watercraft, which occurs during the period of insurance for:

- a) accidental death of another person;
- b) accidental bodily injury of another person;
- c) accidental loss of or damage to property belonging to another person.

6.2 Legal liability while other people pilot or use your watercraft

We also cover the legal liability of any other person who is piloting or using your watercraft during the period of insurance for:

- a) accidental death of another person;
- b) accidental bodily injury of another person;
- c) accidental loss of or damage to property belonging to another person.

This cover is subject to the following conditions:

- a) The person piloting or using your watercraft must:
 - have your permission to pilot or use it;
 - not have legal liability cover under any other insurance;
 - not have been refused liability insurance at any time;
 - comply with the terms, conditions and exclusions of this policy.
- b) You must ensure that any person piloting or using your watercraft is aware of the terms, conditions, and exclusions of this policy.

6.3 Legal liability for water skiers

We also cover the legal liability of any water skier while they are towed or preparing to be towed by your watercraft during the period of insurance for:

- a) accidental death of another person;
- b) accidental bodily injury of another person;
- c) accidental loss of or damage to property belonging to another person.

6.4 Moving or destroying the wreck of your watercraft

We cover your legal liability for moving or trying to remove or destroy the wreck of your watercraft, or as a result of not removing or destroying the wreck of your watercraft.

6.5 Compensation

Our payment will include the following:

- a) The amounts you are liable for.
- b) Legal costs of the other person that you are liable for.
- c) Costs that you incur to settle or defend the claim against you with our permission.
- d) Costs relating to official enquiries and coroner's inquest which you incurred with our permission.

The limit of compensation at the time of the loss, damage, bodily injury, illness, or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

6.6 What is not covered under Watercraft liability

We do not cover the following:

- a) Liability for death of or bodily injury to any of the following people:
 - You, the water skier, a person using or piloting your watercraft with your permission or members of your family who normally live with you.
 - Any person that you or anyone else connected with the watercraft employs and is acting in the course of their employment with you at the time of the event.
 - Any person that is employed by a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation and is acting in the course of their employment at the time of the event.

- Fare-paying passengers.
- b) Liability for loss of or damage to property:
 - that you, the water skier, a person using or piloting the watercraft with your permission or any member of your family own, look after or control;
 - of fare-paying passengers.
- c) Liability related to airborne sport

We do not cover your liability related to kiting or any other airborne sport. This includes liability that arises while any person is preparing to be towed by or while any person is towed by the watercraft. It does not include liability that arises once the person is back on the watercraft and is no longer taking part in the sport.
- d) Liability related to transporting of the watercraft

We do not cover your liability related to the watercraft being transported by vehicle, rail, ship, or aircraft.
- e) Liability because the watercraft is stranded, swamped, sunk or adrift

We do not cover your liability that arises because the watercraft is stranded, swamped, sunk or breaks adrift after being moored or anchored and left unattended, off an exposed beach or shore.

7. What you can also buy under this section

We only cover the following options if they are included in your schedule.

7.1 Outboard motors

We cover loss of or damage to your outboard motors.

This cover is subject to the condition that the outboard motor must be securely bolted to your watercraft.

Cover for loss or damage caused by theft or attempted theft of outboard motors is subject to the following conditions:

- a) The outboard motors must be securely locked onto your watercraft by means of an antitheft device; or
- b) The outboard motors must be stolen with your watercraft; or
- c) There must be visible signs of forced entry into or exit from your watercraft or its place of storage.

8. Special terms and conditions under this section

8.1 The countries where you are insured under this section

The Watercraft section of this policy applies to the Republic of South Africa, Namibia, Botswana, Zimbabwe, Malawi, Mozambique, the Kingdoms of Eswatini (formerly Swaziland) and Lesotho and within 12 nautical miles of the coast of the Republic of South Africa, Namibia, and Mozambique.

If your watercraft was damaged in any of these countries outside the Republic of South Africa, we will only pay your claim once the watercraft has been brought back to the Republic of South Africa. You must pay the costs of returning your watercraft to the Republic of South Africa.

If your watercraft was lost or totally destroyed in any of these countries outside the Republic of South Africa, you must immediately report it to the police station closest to the area of the loss, as well as to us.

8.2 How we will pay you

We will pay you for loss of or damage under this section by one or a combination of the following:

- a) Paying for your watercraft's repair at a repairer we approve.
- b) Replacing the watercraft.
- c) Pay you the amount of the loss, damage, or liability.

We will decide how to pay your claim.

The watercraft value shown in the schedule is the maximum limit of compensation we will pay.

If we repair or replace your watercraft, we will have it repaired or replaced as close as possible to the original condition. We do not promise that we will achieve an exact restoration.

8.3 You must take care of your watercraft

You must take all reasonable steps to protect your watercraft against loss or damage.

You must ensure that watercraft is seaworthy at all times.

8.4 Theft or attempted theft of machinery, gear or equipment

Cover for loss or damage caused by theft or attempted theft of machinery, gear (except fishing gear, which is not covered) or equipment (except moorings, which are not covered) is subject to the following conditions:

- a) The machinery, gear or equipment must be stolen with your watercraft; or
- b) There must be visible signs of forced entry into or exit from your watercraft or its place of storage.

8.5 Fire or explosion of watercraft with inboard motors

Cover for loss or damage caused by fire or explosion of watercraft with inboard motors is subject to the following conditions:

- a) There must be a fire extinguishing system in the engine room or engine space, in the tank space, and in the galley. The fire extinguishing system must either be automatic or have controls at the steering position; and
- b) The fire extinguishing system must be correctly installed and kept in good working order.

8.6 If you still owe money on your watercraft

If you bought your watercraft on instalment sale or lease, we will first pay your outstanding debt to the credit provider.

If your watercraft is stolen or destroyed and you have a credit agreement, we will settle the claim as follows:

- a) If you owe less than the total amount we pay you for a claim, we will first pay the credit provider and then pay the difference to you. We do not cover the amount that you owe if you have in any way refinanced the sale or lease.
- b) If you owe more than the total amount we pay you for a claim, we will pay the credit provider the amount that you still owe up to the sum insured shown in the schedule.

We will deduct the following amounts from our payment to the credit provider:

- a) Any instalments that are late and any interest on late payments.
- b) Any refunds of premiums for cancelled insurance for your watercraft.
- c) The excess.
- d) Any increase in instalments that occur because you are unable to realise your residual capital value after the loss.

8.7 If other people pilot or use your watercraft

We cover your watercraft if someone else pilots or uses it with your permission.

The other person must comply with the terms, conditions, and exclusions of this policy. It is your responsibility to ensure that any person piloting or using your watercraft is aware of the terms, conditions, and exclusions of this policy.

8.8 SAMSA Regulations

We will cancel this section of this policy from the start date of this section if your watercraft and its use do not comply with the following requirements as set out in the Merchant Shipping Regulations 2007:

- a) If the watercraft does not follow the design and construction requirements.
- b) If the person piloting the watercraft does not have a valid Certificate of Competence (unless that person was supervised by a person with a valid Certificate of Competence).
- c) If the watercraft does not have a valid Certificate of Fitness or Local General Safety Certificate.

These SAMSA requirements do not apply if the watercraft is one of the following:

- a) A sailing watercraft less than 9 metres long.
- b) A power-driven watercraft under 15 horsepower.
- c) A watercraft propelled by human power alone.

8.9 If the watercraft is laid-up

We will not refund your premiums for periods when the watercraft is laid-up.

8.10 If the watercraft is over 10 years old

If your watercraft is over 10 years old, it must be surveyed by an independent professional surveyor. The survey must be done while the watercraft is out of the water. We will not pay for the survey. We may request new survey reports at any point after this, at your cost.

Based on the outcome of this survey, we may:

- a) change the terms, conditions, and exclusions of your insurance; or
- b) cancel this section.

If you do not have this survey done, we may choose not to pay any claim under this section of this policy.

8.11 Make sure you are not underinsured

Your watercraft must be insured for its replacement value.

If, at the time of loss or damage, the replacement value is more than the sum insured, we will not pay the full amount of your claim. We calculate the difference between the replacement value and the sum insured and apply this difference proportionately to your claim amount. You will be responsible for the difference.

8.12 Rubber and similar crafts

If your watercraft is an inflatable or semi-rigid or similar craft and there is damage to the rubber fabric, we will only pay for the cost of patching or repairing the damage.

8.13 Damage to sails

We cover damage to sails or protective coverings if:

- a) there is damage to the spars which the sails are attached to; or
- b) the watercraft is stranded, sunk, burnt, in a collision or in contact with any external substance, including ice (but excluding water).

We do not cover damage to sails or protective coverings that are split by the wind or blown away while set.

9. What is not covered under this section

9.1 Gradual damages

We do not cover loss or damage caused by or from:

- a) deterioration in value resulting from repairs;
- b) wear and tear;
- c) rust, mildew, corrosion, or decay.

9.2 Cleaning, repairing, restoring, maintenance

We do not cover loss or damage caused by or from cleaning, repairing, restoring or maintenance by any manner or method.

9.3 Use of your watercraft

We do not compensate you for loss or damage caused while your watercraft is used for any of the following:

- a) Any purpose other than for pleasure and private use unless we have agreed in writing.
- b) Hired out or chartered unless we have agreed in writing.
- c) Towed on water, except:
 - when it was stranded; or
 - it is customary towing in connection with laying up, fitting out or repairs.
- d) Towing or salvaging of another watercraft unless that watercraft is in distress.
- e) Towing or salvaging of any other watercraft under a contract arranged before the start of the towing or salvaging.
- f) Participating in racing, speed tests or related trials, unless it is yacht racing.
- g) Power jumping or extreme beach landing.

9.4 Mechanical, electronic, or electrical breakdown

We do not cover mechanical, electronic, or electrical breakdown of machinery, engines, motors, batteries, and their connections. This exclusion does not apply if the mechanical or electrical breakdown is caused by an external event that is not excluded under this section.

9.5 Taking or impounding by authorities

We do not cover loss or damage caused by any authority lawfully taking or impounding your watercraft or any part of your watercraft.

9.6 Loss or damage outside the countries

We do not cover any loss of or damage to your watercraft that takes place outside the countries where you are insured under this section.

9.7 Use against any regulations

We do not cover loss, damage or liability relating to your watercraft if it is used in any way by any person contrary to any regulations from a competent authority.

This includes if your watercraft is piloted by any person who is not competent to pilot it unless that person is under immediate supervision from a competent authority.

9.8 Piloting under the influence

We do not cover loss, damage or liability relating to your watercraft while you or any other person pilots it while under the influence of alcohol or drugs or when your or that person's blood-alcohol level is over the legal limit. This exclusion does not apply if your watercraft is used without your permission.

9.9 Piloting by some people

We do not cover loss, damage or liability relating to your watercraft if any of the following people pilots it:

An operator or employee of:

- a) a shipyard;

- b) a repair yard;
- c) a slipway;
- d) a yacht club;
- e) a marina;
- f) a watercraft sales service or similar operation.

9.10 Unattended watercraft

We do not cover your unattended watercraft if it is left moored or anchored off an exposed beach or shore, and it then becomes stranded, sunk, swamped or breaks adrift.

9.11 Faulty design or defects

We do not cover any part of your watercraft which is condemned only because of a fault in its design or construction.

We also do not cover any defect caused by negligence or breach of contract relating to any repair to or alteration of your watercraft.

9.12 Loss or damage during transport (including loading and unloading)

We do not cover any of the following losses, damages, or liabilities while your watercraft is transported:

- a) Scratches.
- b) Dents.
- c) Any liability to another person.
- d) If your watercraft is transported by a person without a valid driver's licence unless the person is charged with theft or illegal use of the vehicle towing your watercraft.
- e) If your watercraft is transported by a person who is under the influence of alcohol or drugs, or who has a blood alcohol level above the legal limit.

9.13 Loss to contents of your watercraft

We do not cover loss of or damage to your personal effects, to food or other consumables that you keep on the watercraft, to fishing gear or to moorings.

9.14 Loss if the watercraft is used as a residence

We do not cover loss, damage, or liability if your watercraft is used as a houseboat or as your permanent home.

PERSONAL LIABILITY

1. Definitions specific to this section

phishing	means the attempt by scammers to trick you into giving out personal information, like your bank account numbers or passwords.
you	means the policyholder named in the schedule, the policyholder's spouse, as well as any family member who normally lives with the policyholder.

2. What is covered under this section

We cover your legal liability which occurs during the period of insurance for:

- a) accidental death of another person;
- b) accidental bodily injury or illness of another person;
- c) accidental loss of or damage to property belonging to another person.

2.1 Compensation

Our payment will include the following:

- a) The amounts you are liable for.
- b) Legal costs of the other person that you are liable for.
- c) Costs that you incur to settle or defend the claim against you with our permission.

The limit of compensation at the time of the loss, damage, bodily injury, illness, or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

3. What is also covered under this section as part of the limit of compensation

3.1 Wrongful arrest

We cover your legal liability if you are held liable for wrongful arrest while you are a member of a neighbourhood watch or block watch group, or a similar non-profit organisation, which occurs during the period of insurance.

This cover includes cover for your liability incurred because of an assault or search connected to the wrongful arrest.

Our payment will include the following:

- a) The amounts you are liable for.
- b) Legal costs of the other person that you are liable for.
- c) Costs that you incur to settle or defend the claim against you with our permission.

This cover is limited to the amount shown in the schedule.

3.2 Bank and SIM cards

We cover your legal liability if you are held liable for loss caused by the fraudulent use of your credit card, debit card or SIM cards during the period of insurance.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) You must report the loss to the bank or other relevant company as soon as reasonably possible.
- b) You must comply with the terms, conditions, and exclusions for using the relevant card.

We do not cover your liability if the loss is caused by a member of your family who lives with you.

3.3 Digital payments

We cover your legal liability if you are held liable for loss caused by fraudulent, digital access to your bank account during the period of insurance.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) You must report the loss to the bank or other relevant company as soon as reasonably possible.
- b) You must comply with the terms, conditions and exclusions of your bank or other relevant company.
- c) You must not have exposed your username or password to any other person.

We do not cover your liability if the loss is caused by a member of your family who lives with you.

3.4 Phishing

We cover your legal liability if you are held liable for loss caused by a phishing scam during the period of insurance.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) You must report the loss to the bank or other relevant company as soon as reasonably possible.
- b) You must comply with the terms, conditions and exclusions of your bank or other relevant company.

We do not cover your liability if the loss is caused by a member of your family who lives with you.

4. Special terms and conditions under this section

4.1 The countries where you are insured under this section

Cover under this section is world-wide.

4.2 Contracts with security, armed response, and garden services companies

Our cover for your legal liability will not be invalidated by contracts you have with security providers, armed response, or garden service providers.

5. What is not covered under this section

5.1 Claims by certain people

We do not cover your legal liability claimed by any of the following people:

- a) You.
- b) Your directors, members, trustees, beneficiaries, and members of their families who normally live with them (if you are a company, close corporation or trust).
- c) Your employees (except your domestic employees) acting in the course of their employment with you at the time of the event.

5.2 Liability related to property looked after or controlled by certain people

We do not cover your legal liability related to loss of or damage to property owned by, looked after, by or under the control of any of the following people:

- a) You.
- b) Your directors, members, trustees, beneficiaries, and members of their families who normally live with them (if you are a company, close corporation, or trust).
- c) Any employee acting in the course of their employment with you at the time of the event.

5.3 Liability related to your work, business, and property

We do not cover your legal liability related to:

- a) your employment, business or profession;
- b) your ownership or occupation of land or buildings;
- c) aircraft, vehicles, or watercraft that you or your domestic employees own, look after or control (except for model aircraft, surfboards or paddle skis).

5.4 Liability arising from a contract

We do not cover your legal liability arising from a contract you entered into unless you would have been liable if there were no contract. This exclusion does not apply to contracts entered into with security, armed response or garden services companies.

5.5 Liability related to support of property

We do not cover your legal liability related to the vibration, removal, weakening or interference with the support of any land, building or other property.

5.6 Judgements or settlements under US or Canadian law

We do not cover your legal liability related to the following:

- a) Any award or settlement made in countries that follow the laws of the USA or Canada.
- b) Any order made to enforce an award or settlement made in the USA or Canada.

5.7 Liability based on events deliberately caused

We do not cover your legal liability if you, or any person colluding with you, caused the loss, damage, death or bodily injury deliberately.

5.8 Liability relating to movable or immovable property

We do not cover your legal liability caused by the letting of hiring out of movable or immovable property for a fee.

EXTENDED PERSONAL LIABILITY (if shown in the schedule to be included)

1. Definitions specific to this section

underlying policy	means an active insurance policy you have with an insurer in or outside the Republic of South Africa that insures you for: - Personal liability. - Property owner's liability. - Tenant's liability. - Motor liability. - Watercraft liability.
you	means the policyholder named in the schedule, the policyholder's spouse, as well as any family member who normally lives with the policyholder.

2. What is covered under this section

We cover your legal liability which results from events during the period of insurance if:

- You have an active underlying insurance policy that insures the type of liability you are held liable for; and
- Your underlying insurer does not cover your legal liability for any reason (except if you do not comply with a condition of the underlying policy); or
- Your legal liability is more than the limit of compensation covered by your underlying insurance and the underlying insurer has paid or has agreed to pay the full amount of that limit; and
- Your underlying policy is active, and you have complied with all the conditions of the underlying policy.

2.1 Compensation

Our payment will include the following:

- The amounts you are liable for.
- Legal costs of the other person that you are liable for.
- Costs that you incur to settle or defend the claim against you with our permission.

We will only pay your legal liability above the following amounts:

- R5,000,000 for the Personal liability section.
- R5,000,000 for Property owner's liability.
- R5,000,000 for Tenant's liability.
- R5,000,000 for the Motor liability section.
- R3,000,000 for the Watercraft liability section.

The limit of compensation at the time of the loss, damage, bodily injury, illness, or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

3. What is also covered under this section as part of the limit of compensation

3.1 Liability for pollution or contamination

We cover your legal liability if you are held liable for pollution or contamination during the period of insurance.

Our payment will include the following:

- a) The amounts you are liable for.
- b) Legal costs of the other person that you are liable for.
- c) Costs that you incur to settle or defend the claim against you with our permission.

This cover is limited to the amount shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

This cover is subject to the condition that the pollution or contamination must have been caused by a sudden, unforeseen, unintended, and unexpected event.

4. Special terms and conditions under this section

4.1 The countries where you are insured under this section

Cover under this section is worldwide.

5. What is not covered under this section

5.1 Judgements or settlements under US or Canadian law

We do not cover your legal liability related to the following:

- a) Any award or settlement made in countries that follow the laws of the USA or Canada.
- b) Any order made to enforce an award or settlement made in the USA or Canada.

5.2 Liability related to your work, business, and property

We do not cover your legal liability related to:

- a) your employment, business, or profession. This includes if you sell anything or provide services for any form of payment;
- b) hiring out of any property, whether movable or immovable, for money or any other benefit, unless the immovable property is used as a private home and is covered by your underlying policy;
- c) you buying, selling or swapping any movable or immovable property.

5.3 Liability resulting from your reckless or deliberate acts

We do not cover your legal liability:

- a) If you recklessly ignored the consequences of what you were doing or failing to do.
- b) That results from your own dishonest, fraudulent, or malicious act.
- c) That results from a physical assault or seduction you commit.

5.4 Liability between people insured under the same policy

We do not cover legal liability between people insured under this policy at the time of the event that gave rise to the liability.

5.5 If you have other insurance

We do not cover your legal liability that results from loss of or damage to property that is insured under any other insurance policy.

5.6 Liability related to vehicles, aircraft, or watercraft

We do not cover your legal liability:

- a) that results from your ownership or use of any aircraft (except for model aircraft or hang gliders);
- b) that relates to a law that controls the use of vehicles if:
 - by law you must insure against the liability, or
 - the state or any government body or authority accepts liability for the claim;
- c) for the loss of or damage to a vehicle, watercraft or aircraft that you own or that you look after or control;
- d) that relates to Motor Liability, unless:
 - it is covered by your underlying policy; or
 - the only reason it is not covered by your underlying policy is because it falls outside the countries where the underlying insurance applies;
- e) that results from your use or ownership of quad bikes, all-terrain vehicles or golf cars;
- f) that relates to Watercraft liability if the maximum design speed of the watercraft is more than 100 kilometres per hour. If the design speed is less, we cover Watercraft liability if:
 - it is covered by your underlying policy; or
 - the only reason it is not covered by your underlying policy is because it falls outside the countries where the underlying insurance applies.

5.7 Fines and penalties

We do not cover any punitive damages, fines, or penalties that you are held liable for.

5.8 Debts

We do not cover your legal liability related to:

- a) any debt;
- b) you failing to pay maintenance;
- c) a breach of promise action.

PERSONAL ACCIDENT (if shown in the schedule to be included)

1. Definitions specific to this section

accident	means an event that is external to the body that you could not avoid, that you did not intend and that you could not have expected or foreseen.
beneficiary	means the person you choose and whose name appears on the schedule to receive compensation if you die.
bodily injury	means a physical injury to the body caused by an accidental, violent, visible, and external event.
child / children	means: Your biological child or the biological child of your spouse, who is under the age of 19 years. Your or your spouse's stepchild, legally adopted child, or adopted child in terms of customary or religious adoption practices of the people of the Republic of South Africa, who is under the age of 19 years. Your child or the child of your spouse of any age, who is permanently mentally or physically disabled and financially dependent on you. Your child or the child of your spouse, who is under the age of 25 years and who is a full-time student at a tertiary institution registered in terms of legislation in the Republic of South Africa or approved in writing by us.
death	means death resulting from violent intentional use of physical force or power, threatened or actual, against oneself or resulting from a motor vehicle accident.
permanent disability	means a bodily injury caused by an accident which you become permanently and totally unable to perform your usual job or any other career suited to your education, knowledge, training, or experience.
phalanx	means a bone that forms the fingers and toes. The plural is phalanges.
repatriation	means to bring your body back to the Republic of South Africa if you die from an accident while you are outside the Republic of South Africa.
temporary disability	means a bodily injury caused by an accident, which prevents you from doing your normal occupation and which lasts for longer than seven consecutive days up to a maximum of 104 weeks.
you	means the policyholder named in the schedule, the policyholder's spouse, the parents of both the policyholder and the policyholder's spouse, the policyholder's, or spouse's children, as well as the policyholder and the policyholder's spouse's full-time domestic employees.

2. What is covered under this section

2.1 Accidental death

We cover your accidental death that occurred during the period of insurance for the limit of compensation shown in the schedule, but subject to legal limits for young children.

2.2 Permanent disability

We also cover your permanent disability according to the scale of benefits as follows:

Permanent disability	Percentage of limit of compensation
Loss of four fingers:	70%
Loss of thumb:	
Both phalanges	25%
One phalanx	10%
Loss of index finger:	
Three phalanges	10%
Two phalanges	8%
One phalanx	4%
Loss of middle finger:	
Three phalanges	6%
Two phalanges	4%
One phalanx	2%
Loss of ring finger:	
Three phalanges	5%
Two phalanges	4%
One phalanx	2%
Loss of little finger:	
Three phalanges	4%
Two phalanges	3%
One phalanx	2%
Loss of metacarpal:	
First or second (additional)	3%
Third, fourth or fifth (additional)	2%
Loss of toes:	
All on one foot	30%
Big toe, both phalanges	5%
Big toe, one phalanx	2%
All toes other than the big toe, if more than one toe is lost	1% for each toe lost
Loss of sight:	
One or both eyes	100%
One eye, except perception of light	75%

Loss of speech	100%
Loss of hearing:	
Both ears	100%
One ear	25%
Loss by physical separation at or above the wrist or ankle of one or more limbs, or permanent and complete loss of use of a limb.	100%
Injuries resulting in total paralysis or permanent disability or in being permanently bedridden.	100%

3. Types of Personal accident cover

3.1 Full personal accident cover

If the schedule shows that you have full accident cover, we will cover your death or permanent disability caused by any accident.

3.2 Personal accident from vehicle accidents

If the schedule shows that you have personal accident cover from vehicle accidents, cover is limited to death or permanent disability caused by vehicle accidents.

4. Basis of Personal accident cover

4.1 Individual cover

We cover each individual shown in the schedule against death or permanent disability up to the amounts shown in the schedule.

5. What is also covered under this section as part of the limit of compensation

5.1 Disappearance

If you disappear, we will pay your claim as if you had died.

This cover is subject to the following conditions:

- We receive a copy of the court order of Presumption of Death.
- We have no reason to believe that any event other than an accident took place.
- If, any time after we have paid the claim, you are found alive, you must repay all compensation to us.

5.2 Exposure to the elements, thirst, and starvation

We cover your death caused by exposure to the elements, thirst, or starvation after an accident.

5.3 Burns

We cover your permanent disability caused by burns, depending on the percentage of your body's surface area that is disfigured from burns.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) If the percentage disfigurement for burns is less than 100% of the surface area, we will apply a percentage to the compensation that is consistent with the actual disfigurement you suffer.
- b) We will only make payment once the permanent effect of medical or surgical treatment for your burns has been established.

We do not cover your burns if less than 10% of the surface area is affected.

6. What is also covered under this section in addition to the limit of compensation

6.1 Repatriation of mortal remains

If your death occurs outside the borders of the Republic of South Africa, we cover the reasonable costs to return your body to the Republic of South Africa.

This cover is limited to the amount shown in the schedule.

7. Special terms and conditions under this section

7.1 The countries where you are insured under this section

Cover under this section is worldwide.

7.2 How we will pay you

In the event of your death, we will pay your beneficiary.

In the event of your permanent disability, we will pay you.

If pay the full limit of compensation for either death or permanent disability, this section of the policy will end immediately, and you cannot make any further claims under it.

We will only pay you for either death or permanent disability caused by the same accident.

7.3 Limits of compensation for the death of a child

The law limits compensation for death of children. These limits are shown in the schedule.

7.4 Death or disability must happen within 24 months of the accident

Your death or permanent disability must take place within 24 months of the accident that caused the bodily injury.

For death, the 24-month period does not include the time that you are kept alive by life support equipment if you are on the equipment for more than three consecutive days. If the life support equipment is used for less than three consecutive days, the 24-month period is not delayed.

7.5 You must give us certain information

You must give us immediate notice if:

- a) you have any physical medical condition which affects you;
- b) you change your occupation to a more dangerous occupation.

7.6 You must get proper medical care

If you have any physical injury that may result in a claim, you must get medical care within a reasonable time.

We will not cover a death or bodily injury that has been affected in any way by you not having any medical treatment that we believe you should have had.

7.7 You must agree to medical examinations

If you have a claim, you must attend medical examinations as often as we ask you to. We are responsible for the cost of these examinations and any reasonable expenses related to it.

8. What is not covered under this section

8.1 Pre-existing medical conditions

We do not cover death or permanent disability caused by a medical condition that existed before the person was first added to this section.

8.2 Taking part in certain activities

We do not cover death or permanent disability caused by:

- a) any sport as a professional;
- b) extreme activities such as paragliding, skydiving, hang-gliding, off-road motorcycling, quad-biking or free climbing;
- c) wrestling, boxing or martial arts;
- d) racing, speed or endurance events on or in power-driven vehicles or craft;
- e) flying, other than as a passenger in a legally licensed passenger-carrying aircraft;
- f) mountaineering where the use of ropes or a guide is necessary; or
- g) digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives.

8.3 Accidents related to alcohol or drug use

We do not cover death or permanent disability that results from you being under the influence of alcohol or drugs. If your alcohol level is above the legal limit, we will consider you under the influence of alcohol.

This exclusion will not apply if a qualified Medical Practitioner prescribes the drugs for you, and you take them in the way they are prescribed.

8.4 Intentional misconduct

We do not cover death or permanent disability resulting from your intentional misconduct, for example when you provoke an assault, break any law, or disturb the peace.

8.5 Death or permanent disability that you deliberately cause

We do not cover death or permanent disability caused by suicide, attempted suicide, intentional self-injury or deliberate exposure to danger.

8.6 Military or other service

We do not cover death or permanent disability resulting from your service in the military, naval, police or air service of any country.

IDENTITY THEFT (if shown in the schedule to be included)

1. Definitions specific to this section

you	means the policyholder, the policyholder's spouse and any family members named in the schedule who permanently live with the policyholder and are financially dependent on the policyholder.
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2. What is covered under this section

2.1 Identity theft

We cover your financial loss and legal expenses if another person or entity assumes your identity to:

- a) get a loan;
- b) open a credit account;
- c) take over an existing account.

This cover is limited to the amount shown in the schedule.

2.2 Legal costs

We cover your reasonable legal costs for defending any legal action brought against you by a creditor or collection agency or someone acting on their behalf. This includes:

- a) civil proceedings because of identity theft;
- b) criminal proceedings where you are charged with illegal acts someone else has committed while using your identity.

2.3 Civil or criminal judgment

We cover the removal of any civil or criminal judgment wrongfully taken against you as the result of the identity theft.

2.4 Consumer credit report

We cover the costs of challenging the accuracy or completeness of any information in your consumer credit report.

This cover is subject to the condition that the wrong information must have been given to the credit agency or financial institution.

2.5 Income you have lost due to time off work

We cover your unpaid leave from your job or profession while you have insurance under this section, or within 12 months of the end date of this policy.

This cover is subject to the condition that the only reason you had to take the time off was the identity theft.

We do not cover:

- a) leave days;
- b) sick days; or
- c) if you are self-employed.

Sample Wording

2.6 Amounts you have to pay to a creditor

We cover your actual loss from a legal liability to pay a creditor if any of the following cards or accounts were opened in your name, without your permission:

- a) ATM card, credit card or debit card account.
- b) Bank account.
- c) Other credit accounts.

2.7 Various other expenses

We cover the following:

- a) Costs to re-submit applications for loans or other credit or debit accounts. This is if the lender rejected your application only because they received the wrong information because of identity theft.
- b) Reasonable costs for getting a notary to check documents related to your identity theft.
- c) Reasonable costs for long distance telephone calls, and registered mail as a result of your efforts to report an identity theft.
- d) Costs for a maximum of four credit reports per incident of identity theft, from an entity that we approve. You must have asked for the credit reports during the twelve months after the discovery of the identity theft.

3. Special terms and conditions under this section

3.1 The countries where you are insured under this section

The Identity theft section of this policy applies to the Republic of South Africa only.

3.2 This section must be in force

You may claim for Identity theft that took place any time from the start date of this section to one year after the end date of this section.

3.3 The creditor must confirm information

The creditor must confirm any amounts in writing that you owe as a result of identity theft.

3.4 You must cooperate with our investigation

You must give us permission to inspect your books and financial records.

You must cooperate with us and help us to enforce any legal rights you or we have in relation to your identity theft. This includes giving evidence, including in any legal proceeding or other proceeding necessary to resolve the identity theft.

3.5 You must take steps to avoid further Identity theft

You must take all reasonable action to prevent further loss from identity theft.

3.6 Notify the police and financial institutions within 24 hours

You must notify the police, your bank, the company that issued your ATM card, debit or credit card, financial institution, or any other relevant entity, of the identity theft within 24 hours of discovering it. If you do not do this, we will not accept your claim.

3.7 Claiming

If you claim for lost income, you must submit all of the following:

- a) Proof from your employer that you took unpaid leave. You must have a commissioner of oaths certify this information.
- b) Proof that it was necessary to take time off work.
- c) Copies of any demands, notices, summonses, complaints, or legal papers that relate to the identity theft.

If you do not do this, we will not accept your claim.

4. What is not covered under this section

4.1 Identity theft dishonesty

We do not give cover under this section if the identity theft relates to any dishonest, criminal, malicious or fraudulent acts that you or a family member not named in the schedule commits, had knowledge of or planned.

4.2 Loss that results from business

We do not cover any losses that relate to your business.

4.3 Costs for death, injuries, or other loss

We do not cover death, injury, sickness, disease, disability, shock, mental anguish, or mental injury that results from identity theft. This includes any care you might need, or any other loss we do not specify as a cost we insure.

4.4 Credit card fees if you did not comply with terms, conditions, and exclusions

We do not cover credit card fees for stolen credit cards if you did not comply with all the terms, conditions, and exclusions under which the cards were issued.

SWIFTCARE (if shown in the schedule to be included)

1. Definitions specific to Swiftcare

accident	means the unintended collision of one motor vehicle with another vehicle, a stationary object, pothole, or person, which causes damage to your vehicle. It also means damage to your vehicle caused by fire or water.
country	means the Republic of South Africa.
emergency roadside	means any sudden, unexpected, and unforeseen event that leaves your vehicle un-driveable (without it being involved in an accident) and it needs to be towed.
home emergency	means any sudden, unexpected, unforeseen, and unintended event at your private home that requires the immediate services of a domestic tradesman or repairer, to ensure your safety and to limit or prevent further damage to your private home.
mechanical or electrical breakdown	means the operational failure of your vehicle in such a way that: – the underlying mechanical or electrical problem stops your vehicle from operating at all; – it hinders your vehicle's operation to a point where it is very difficult or nearly impossible to drive; – your vehicle becomes dangerous to drive; or – driving further could cause further damage to your vehicle.
we, us, our	means Swiftcare.
you, your, yourself	means the person(s) named in the schedule as the policyholder(s), the policyholder's spouse, and all dependent children under the age of 21 years, who normally live with the policyholder. It also includes students who live at educational facilities.

2. What is offered under Swiftcare

These value-added products are optional and will only be available to you if you chose to keep them and paid the additional premium.

Please contact Swiftcare on **0860 247 365**.

Swiftcare, if selected, is a value-added service for you as an Elite policyholder, with quality benefits that assist you on the road for your insured vehicles, at home for your insured property, or while on vacation. You have access to the swiftcare services and related benefits for 24 hours a day, 365 days a year.

We give support in emergency circumstances, by automatically paying for certain servicing costs (see benefit table).

3. Roadside assistance

We will give services for legally licensed vehicles that are insured on an Elite policy.

3.1 Towing service for accidents

Old Mutual Insure pioneered a Swift Accident Management Solution, to help you if you are involved in a motor vehicle accident. Swiftcare will connect all accident-related calls to the accident management helpdesk.

Sample Wording

3.2 Towing service for mechanical or electrical breakdown

If your insured vehicle suffers a mechanical or electrical breakdown, Swiftcare will send an Old Mutual Insure appointed towing vehicle to tow your vehicle competently and efficiently to an Old Mutual Insure appointed specialist workshop.

If the appointed towing vehicle is not the closest, most appropriate, quality, and cost-effective towing vehicle available, Swiftcare will send an alternative preferred towing vehicle.

Swiftcare will arrange and pay for your vehicle to be towed to the closest, most appropriate repair centre or dealer.

3.3 Chauffeur services

We will assist you with a chauffeur to drive your vehicle back to your private home after a night out.

This service is limited to a 100-kilometre radius from your private home and to twelve incidents per year.

We have contracted with service providers across the country. We may however not have contracted service providers in small or remote areas. Although we will always do our best to give you the assistance you need, we may not always be able to give you the speed of service you expect, if you need assistance in a small or remote area.

3.4 Minor roadside problems

We will assist you if you have minor roadside problems. This includes:

- a) flat tyres;
- b) flat batteries;
- c) your keys locked in your vehicle;
- d) if you run out of fuel (you will have to pay for the fuel).

This service is limited to the callout fee and first hour's labour, as well as to three incidents per year. You will have to pay for any additional costs.

If the breakdown happens outside a radius of 100km from your private home, swiftcare can arrange:

- a) Hotel accommodation

We give telephonic assistance to arrange hotel accommodation and travel arrangements. You will have to pay for the accommodation and travel.

- b) Car rental or a taxi

We give telephonic assistance to arrange car rental or a taxi. You will have to pay for the car hire or taxi.

- c) Storage

If your vehicle needs safe storage after an incident, we will handle all the arrangements. You will have to pay for the service.

- d) Vehicle return

If it is needed after an incident, we will bring your vehicle back to your private home or another agreed destination. We will handle all the arrangements, but you will have to pay for the service.

3.5 Communication of urgent messages

We will pass on any messages to your family members or employer on your behalf if your vehicle is involved in an accident or if it suffers a mechanical or electrical breakdown.

3.6 Secure services

We will send a security guard to your location after your vehicle broke down or you had a minor roadside problem. The security guard will stay with you until help arrives.

3.7 Special terms and conditions under roadside assistance

a) You must stay with your vehicle

You must be with the vehicle at the time of service and assistance. We will not be responsible for loss or damage from unattended vehicles, or for any pre-existing damages.

b) Vehicles under warranty

If your vehicle is under warranty, we have the right to transfer the assistance to the warranty provider. If we gave assistance for a vehicle under warranty, you must sign an indemnity to clear swiftcare from any warranty dispute.

4. Home assistance

We will give emergency repairs and assistance at your private home if the buildings and/or contents are insured on an Elite policy.

4.1 Home assistance

We give 24-hour unlimited assistance if you have a household emergency. This includes locksmiths, electricians, plumbers, glaziers, or any other domestic emergency.

We also give assistance services for non-emergency callouts. This service is limited to three incidents per year.

The Home assistance service is limited to the callout fee and first hour's labour. You will have to pay for any additional costs.

4.2 Service suppliers

We will put you in touch with reliable service suppliers, like plumbers, electricians, glaziers, locksmiths, or repairers of domestic appliances.

4.3 Secure services

We will send a security guard from a private security company if you have an emergency at your private home. The security guard will stay with you until the matter has been addressed and your private home is safe again.

This service is limited to 24 hours. You will have to pay for any additional hours.

4.4 Emergency notifications

We will notify the police, ambulance, fire and rescue services or any other emergency services telephonically if you have an emergency at home.

4.5 We make sure you are satisfied

We will follow up with you until you confirm that the matter has been resolved to your satisfaction.

4.6 We look after your claim

If your emergency is covered under any of the other sections of this policy, we will arrange for your claim and assist with all necessary claims documentation.

4.7 Special terms and conditions under home assistance

If you call after normal office hours, we have the right to first find out if the assistance you need is an emergency. If we decide that the needed assistance could be done during office hours and does not fall within the aim of this benefit (i.e., an emergency), we will let you know and you must then pay any costs related to the services.

4.8 What is not covered under home assistance

Home emergency does not include the following:

- a) Cost of repairs that exceed one hour and parts of replacements.
- b) Any assistance requested for septic tanks.
- c) Any remote controls or access controls.
- d) Normal wear and tear.
- e) Main electrical and water supply to your private home.
- f) Any appliances still under warranty from the manufacturer.
- g) Installation of any appliances.
- h) Any electrical appliance older than eight years.
- i) Replacement of light bulbs and adjusting thermostats.
- j) Purchasing of parts.
- k) Off-site repairs or costs of removing or delivery and appliance from your home.

5. Medical assistance

5.1 Emergency medical response service

We offer a 24-hour medical emergency service, which will assist you with a medical emergency.

The appropriate response service determined by the EMS Operations Centre will be despatched immediately to the location of the medical emergency where the necessary and required lifesaving care will be administered by the health care professional. The patient will be stabilised at the scene and where necessary, transported to the nearest most appropriate medical care facility.

The cost of this transportation will be covered under your Old Mutual Insure Swiftcare benefits, subject to the NHRPL Tariffs, under supervision. The destination will be determined by it being the closest facility that is capable and able to administer the required treatment and care as determined by the emergency medical service provider in attendance. The mode of transport will also be determined by the emergency medical service provider be it by road or air. If transport is by road, the level of ambulance (basic, intermediate, or advanced) will be in accordance with the extent of treatment required.

5.2 What is also included under medical response service

Our medical emergency response service benefit also includes the following:

- a) A 24-hour call centre, operated by trained professionals.
- b) Free medical information and advice for minor ailments by phone.
- c) Childsafe – if needed, travel companion for stranded minors with medical supervision.

5.3 Special terms and conditions under medical assistance

If you are unable to contact the 24-hour call centre due to the seriousness of your injury or illness, and you were transported to a medical facility without a call to the 24-hour call centre, you or your representative must notify us within 72 hours after the incident.

If you then receive an account for the emergency ambulance transportation, for which you are personally responsible, you must send this original invoice together with your details (i.e., full name, policy number, contact details) and a brief description of the incident, to us or your broker. We will pay the ambulance service provider directly as per the benefit limits.

6. Special terms and conditions under Swiftcare

6.1 What to do in the event of an emergency

The benefits given under this section are service-related benefits. You must therefore contact us on our dedicated share call number to access your Swiftcare benefits.

Please contact Swiftcare on **0860 24 7 365**.

6.2 You must be an active Elite policyholder

Before we deliver any service, swiftcare will make sure that you are covered for this benefit. If we are unable to confirm that you are an active policyholder, you must pay all the costs for the requested service. However, if we can confirm that you are a policyholder after we delivered the service, we will pay the money back to you – in line with the detailed limits in the benefit summary.

6.3 Service

We have the right to temporarily stop our service to you if you are in a place of safety during severe weather conditions, civil disturbance, or national emergencies.

6.4 Assistance

We will only give assistance if we were contacted in the first instance. We will not be responsible for and will not pay any service costs if you contacted a service provider directly.

If we asked and gave permission to a service provider to help you and you later contact an alternative service provider without first discussing with and obtaining permission from the swiftcare call centre to do so, then you will have to pay the costs of both service providers.

The details of the service limits are in the benefit summary. You must pay the charges for any swiftcare services/benefits that exceed the noted limits in the benefit summary. These charges will be at the current hourly or kilometre rate of the region where the service is provided.

6.5 We try our best

We have contracted with service providers across the country. We may however not have contracted service providers in small or remote areas. Although we will always do our best to give you the assistance you need, we may not always be able to give you the speed of service you expect, if you need assistance in a small or remote area.

Service providers are independent contractors. Although we make every effort to monitor and assess the service providers, the responsibility of loss, damage or defective workmanship stays with the service provider.

7. Benefit summary

DESCRIPTION	BENEFIT / LIMIT
ROADSIDE ASSISTANCE	
Accident towing	Old Mutual Insure-appointed vehicle accident management helpdesk. Covered by Elite policy.
Mechanical or electrical breakdown	To closest, most appropriate repair centre or dealer.
Chauffeur service	Up to 12 trips per year within 100 km radius from your private home.
Flat tyre	Callout fee plus first hour labour up to R500 per incident.
Flat battery	Callout fee plus first hour labour up to R500 per incident.
Keys locked in vehicle	Callout fee plus first hour labour up to R500 per incident.
Running out of fuel	Callout fee plus first hour labour up to R500 per incident. You must pay for the 10 litres of fuel.
Outside a radius of 100 km from home:	
Hotel accommodation	Access only
Car rental / taxi	Access only
Safe storage	Access only
Return of vehicle	Access only
Security service	Access only
HOME ASSISTANCE	
Emergency home assistance (locksmiths, electricians, plumbers, glaziers, or other domestic emergency service providers, etc.)	Callout fee plus one hour labour.
Security	In an emergency at the call centre's discretion. Maximum of 24 hours.
Emergency notification to police, ambulance, fire and rescue services, or any other emergency services.	Assistance by phone.
MEDICAL ASSISTANCE	
24-hour medical emergency	Full service.
Medical information and advice for minor ailments.	Assistance by phone.
Poisons database	Assistance by phone.
Childsafe	Full service.