

# Personal Lines Policy Wording



Cross Country Insurance Consultants (Pty) Ltd | Underwritten by Renasa Insurance Company Limited  
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## INTRODUCTION

Welcome to Cross Country Consultants (Pty) Ltd and Renasa Insurance Company Limited.

Together we commit to providing you with the best possible insurance protection particular to your circumstances and your choice of cover and to give you excellent service.

This document, called the Policy Wording, describes the terms and conditions of the insurance contract between you and the Insurer, Renasa Insurance Company Limited. The Policy Schedule and Endorsements contain your personal particulars and the cover you have chosen.

Please read all Policy documents very carefully to ensure that you understand the contents. Please also ensure that all your particulars and the cover details are correct. Pay special attention to the Policy Exceptions which describe what you are not covered for.

You must let your Broker know of any changes you require.

Signed for and on behalf of Renasa Insurance Company Limited.

## Section I

# GENERAL TERMS, CONDITIONS AND EXCEPTIONS

### A. General Terms and Conditions

#### 1. Role Players

##### 1.1. Insurer

Renasa Insurance Company Limited is the Insurer. The contract of insurance is between them and you. They are a registered Insurer. Their details are shown on the Policy Schedule. They are called we/us/our in this Policy.

##### 1.2. Insured

You are the Insured/Policyholder named on the Policy Schedule. It is you and your belongings which are covered under this Policy. Unless otherwise stated, the insurance is extended to include your lawful spouse/common law spouse/life partner and members of your family normally resident with you and financially dependent on you. Collectively these insured persons are called You/your/yours/yourself.

##### 1.3. Underwriting Manager

The Underwriting Manager is Cross Country Insurance Consultants (Pty) Ltd. Cross Country is mandated by the Insurer to issue this Policy, determine the premium and handle all changes, queries and claims on behalf of the Insurer. Cross Country is a registered Financial Service Provider. Their details are shown on the Policy Schedule. They act as the agent of the Insurer.

##### 1.4. Broker

The Broker is the intermediary between you and the Insurer/Underwriting Manager. Your Broker's details are shown on the Policy Schedule. The Broker is your agent and acts on your behalf. You must contact your Broker for any queries or changes that are required.

#### 2. Policy Contract

The Policy Wording, Policy Schedule, Excess Schedule, Limits of Indemnity Schedule, Endorsements and any other documentation that may be issued must be read as one document. Together they form the Policy which is the contract of insurance between you and us.

#### 3. Application for Insurance

The contract is based on your application for insurance and forms part of the contract between us. You must provide accurate information to enable us to assess the risk correctly. You must advise us of any change in the information or any change in your circumstances as provided to us as this may affect our assessment of your risk and your Policy. Refer to Clause 15 in respect of changes. We reserve the right to decline you insurance.

#### 4. Survey / Inventory / Valuation

We have the right to survey or inspect your property and/or ask for an inventory/valuation for risk, quality and quantitative purposes. The survey, inventory and valuation form part of the Application for insurance and are part of the contract between us.

#### 5. Terms, Conditions, Exceptions

Our liability under this Policy is subject to your observance of and adherence to the terms and conditions of this Policy. We will only be liable for the cover provided and will not be liable for the exceptions noted. The specific terms, conditions, provisions and exceptions in each Section override those terms in the General Section. The Policy Schedule takes precedence over the Policy Wording. Any reference to the male gender includes the female and vice versa.

## 6. Definitions

Where it is required to explain a term we have placed it in Section II Definitions for a detailed definition. These Definitions form part of the Policy Wording and its terms and conditions. Any word or expression that is given a specific meaning will have the same meaning wherever it appears. Paragraph headings are only references and do not influence the interpretation of the Policy.

## 7. Insurance Cover

We provide you with insurance cover during the Period of Insurance and will indemnify you for the Insured Event and additional covers as defined in each Section subject to all the terms, conditions and exceptions of this Policy.

## 8. Premium Payment and Due Date

We provide cover subject to the payment, receipt and acceptance of your premium for the Period of Insurance:

### 8.1. Monthly Policy

Premium is payable in advance on the Debit/Strike Date shown on the Policy Schedule. If we do not receive your premium by this date a 15 (fifteen) day grace period will be granted. We will submit a double debit on the next Debit/Strike Date for the unpaid premium as well as for that next month's premium. If the double debit is not paid your Policy is automatically cancelled from 24:00 (midnight) on the last day of the period for which we have received premium.

Should you have a claim during the said grace period, we will not process your claim until you have paid the outstanding premium.

### 8.2. Annual Policy

Premium is payable in advance on the Inception or Renewal Date. We are not obliged to accept premium that is tendered to us after 30 (thirty) days from the Inception Date. If we do not receive your premium within 30 (thirty) days of the Renewal Date, the Policy will automatically lapse from 24:00 (midnight) on the day before the Renewal Date.

## 9. Premium Payment Method

Premium is payable by one of the following methods as shown on the Policy Schedule. You are at all times responsible to ensure that your premiums are paid to us, whether we collect the premium or not:

### 9.1. Debit Order

We will collect your payment by Debit Order from your account. You must advise us if there is any change in your bank, branch or account number otherwise we cannot process the debit order and your cover may be cancelled. Even if we collect the premium you are at all times responsible to ensure that your premiums are paid to us.

### 9.2. Cash

You may pay the premium directly into our bank account.

### 9.3. Bordereaux Payment

Your broker will collect the premium from you and pay it over to us.

## 10. Refund of Premiums

We will not be liable to refund more than (90) days premiums following any amendment to or cancellation of a policy.

## 11. Period of Insurance

The Period of Insurance is as shown on the Policy Schedule:

### 11.1. Monthly Policy

The Period of Insurance is from the first day of the month to the last day of the month and monthly thereafter even though the Debit/Strike Date may be on a day after the first of the month. We will review the Policy terms and conditions at the annual Renewal Date.

**11.2. Annual Policy**

The Period of Insurance is from the Inception Date or Renewal Date of the Policy to the next Renewal Date and annually thereafter. We will review the Policy terms and conditions at Renewal Date.

**12. Maintenance and Prevention of Loss**

You must at all times act as if you are not insured. You must therefore:

- 12.1. Maintain your property in a good condition and state of repair.
- 12.2. Take all reasonable precautions to prevent a loss, damage or accidents or to incur legal liability.

**13. Disclosure Consent**

You hereby acknowledge that, in order to limit premiums, the sharing of information between Insurers is in the public interest as it enables them to underwrite policies, assess risks and to reduce the incidence of fraudulent claims. You therefore waive your right to privacy of your underwriting, claims and credit information and permit us to do the following:

- 13.1. Store your underwriting, claims and credit information for any underwriting or claims decision
- 13.2. Share the said information with any other Insurer or its agent
- 13.3. Verify the information against any legally recognized source or data base.

**14. Cancellation of the Policy**

**14.1. By You**

You may cancel this Policy at any time by giving us immediate written instructions. We will refund you the premium from the cancellation date to the end of the Period of Insurance in respect of a Monthly Policy. In respect of an Annual Policy we have the right to retain a customary short-term/minimum premium.

**14.2. By Us**

We may cancel this Policy at any time by giving you 30 (thirty) days written notice of our intention to do so. We will refund you the premium from the cancellation date to the end of the Period of Insurance.

**15. Changes to the Policy**

**15.1. By You**

- 15.1.1. Non Disclosure, Misdescription, Misrepresentation  
You must fully disclose all material facts of your risk to us. If you do not disclose all facts properly or misdescribe or misrepresent any fact we may cancel the Policy immediately or declare same void as the case may be.
- 15.1.2. Change in risk or circumstances  
You must immediately advise us of any change in your information, risk or circumstances. We have the right to re-evaluate and re-underwrite and change the terms of the Policy or decline to accept the risk and discontinue the Policy.
- 15.1.3. Schedule Details  
You must check all Policy Schedules, Excess Schedules, Limit of Indemnity Schedules and other issued documentation to ensure that the details are correct. You must immediately advise us if any details must be changed.

**15.2. By Us**

- 15.2.1. We may change the terms and conditions of the Policy by giving you 30 (thirty) days written notice of our intention to do so.

**16. Fraud and Wilful Acts**

You, or any one acting on your behalf, may not commit any fraudulent or willful act to obtain any benefit under this Policy. If you do, you will lose all rights to claim under the Policy and we may cancel the Policy with immediate effect. This means that you may, for example not:

- 16.1. Commit a deliberate, willful or intentional act to cause loss, damage or liability
- 16.2. Submit a fraudulent claim
- 16.3. Submit fraudulent or false information or documents in support of a claim
- 16.4. Deliberately exaggerate the value of a claim.

If we say that any of the above has occurred, it will be your responsibility to prove the contrary.

**17. Insurable Interest**

You must have insurable interest in the property you are insuring.

**18. Proof of Ownership**

You must prove to us that you own and/or have insurable interest in the insured property.

**19. Interest of Financier**

If the insured property is financed by some credit agreement, we will first pay the financier to the extent of their interest and thereafter any amount above the amount owed to them, we will pay to you, subject to the Limit of Indemnity / Sum Insured.

**20. Cession**

You may not cede your rights under this Policy to another person.

**21. Dual Insurance**

You may not be insured by more than one Insurer for the same cover at the same time. If you are also insured by another Insurer we will only pay our proportional share of the claim. We will however contribute towards any shortfall if the insured amount of the other insurance is not enough to indemnify you for your loss. This is not applicable to Section 6 Personal Accident or any personal accident extension of this Policy.

**22. Basis of Indemnity**

We will indemnify you subject to the Sum Insured/Limit of Indemnity for an Insured Event based on one of the following Bases of Indemnity as at the Date of Loss. The Basis of Indemnity is noted in each Section and as shown on the Policy Schedule:

- 22.1. Replacement Value
- 22.2. Market Value
- 22.3. Trade-In Value
- 22.4. Retail Value
- 22.5. Agreed Value

**23. Method of Indemnity**

It is our option to use any one or a combination of any of the following methods to indemnify you for your loss:

- 23.1. Cash payment
- 23.2. Repair
- 23.3. Replacement

**24. Limit of Indemnity**

24.1. The maximum we will pay is:

- 24.1.1. The reasonable and necessary costs incurred or value of the insured loss or liability for which the claim can be settled

24.1.2. Always only up to the maximum of the specified Sum Insured or Limit of Indemnity or Compensation as shown on the Policy Schedule or Limit of Indemnity Schedule against each Item and Additional Cover or other benefit herein

24.1.3. Such Sum Insured / Limit of Indemnity / Compensation before the deduction of any Excess (First Amount Payable)

24.1.4. Such Sum Insured / Limit of Indemnity / Compensation in respect of each and every occurrence or series of occurrences arising out of one event

24.1.5. The Sum Insured / Limit of Indemnity / Compensation which includes Value Added Tax (VAT).

24.2. In respect of legal liability to a Third Party, we are entitled to pay you directly the amount which we believe you are liable for. We will then not be liable for any further responsibility to you. We are discharged from our liability once we have paid you directly.

24.3. We will only pay under one Section or Item or benefit of the Policy for any one loss.

24.4. If there is more than one Insured on the Policy, we will pay the Insured who has the insurable interest and payment will be made separately and not jointly and subject to the Limit of Indemnity.

## **25. Prescription Periods**

You must act within the specified time limits of the Policy. If you fail to do so we will not be liable.

## **26. Total Loss**

It is our option to decide if an insured item is a Total loss or if it can be repaired. We will not refund any unearned premium to you when we have paid a Total Loss claim.

## **27. Salvage**

When we indemnify you for a Total Loss, the salvage becomes our property.

## **28. Interest and Claim payments**

28.1. You do not pay interest on premiums

28.2. We do not pay interest on claims

28.3. Where there may be a delay in the settlement of a claim, we may at our option, make interim payments on account subject always to the maximum of the Sum Insured / Limit of Indemnity.

## **29. Average**

We will apply average where so indicated if you have insured your property for less than its replacement value.

## **30. Excess / First Amount Payable**

You are responsible to pay the Excess (First Amount Payable) in respect of each and every loss or claim.

## **31. Voluntary Excess / First Amount Payable**

You may offer to pay a Voluntary Excess (First Amount Payable) in respect of each and every loss or claim.

## **32. Claims Procedures**

### **32.1. Your Duty and Rights**

32.1.1. You must notify us as soon as is reasonably possible but within 30 (thirty) consecutive days of any event that occurs that will/may arise in a claim against us

32.1.2. You must report the following incidents to the South African Police (SAP) as soon as reasonably possible but within 48 hours:

- any motor accident
- any theft
- any malicious damage act

- 32.1.3. You may not admit to any blame or liability
- 32.1.4. You may not make any payment or offer, promise or statement of payment to any person
- 32.1.5. Upon notification or as soon as reasonably possible but within 30 (thirty) days of the said event you must give us all the necessary information, documentation, proofs, sworn declarations and details of any other insurance covering the same event
- 32.1.6. You must give us all documentation and communications you receive in connection with a claim
- 32.1.7. You must notify us immediately you become aware of any claim against you, or any inquest or impending prosecution
- 32.1.8. You give us the right to defend or settle any claim against you and to act in your name
- 32.1.9. You must give us all the information and assistance we require to recover any losses from other parties and to identify any stolen or lost property
- 32.1.10. You may not abandon any insured property.

### **32.2. Our Duty and Rights**

- 31.2.1. We have the right to defend or settle any claim against you and act in your name for your and our own benefit. We have full discretion in the conduct of any such proceedings.
- 31.2.2. We may enter into any premises where a loss has occurred and take possession of damaged property and deal with the property in a reasonable manner in the process of attending to the claim.

### **33. Claim Rejection / Dispute Prescription Periods**

If we reject a claim or dispute the amount of a legally payable claim under this Policy:

- 33.1. We will give you written notice thereof with a reason for our decision
- 33.2. You then have 90 (ninety) consecutive days from the date of our notice to make an appeal representation to us to reconsider the matter
- 33.3. If we maintain our decision, you then have a further 180 (one hundred and eighty) consecutive days from the date of this written decision to serve summons on us
- 33.4. We will not be required to proceed with the matter if you do not adhere to these time prescriptions.

### **34. Rights to others**

Where cover is provided for any person other than you, including liability to Third Parties, the Policy does not give them the right to claim against us. You may claim for them and your receipt will discharge us.

### **35. Claims Preparation Costs**

We will pay for the reasonable costs that you incur to produce, substantiate and certify your claim. We will not pay more than the limit shown on the Limit of Indemnity Schedule.

### **36. Territorial Limits**

The territorial limits in which the cover is active is shown in each Section.

### **37. SASRIA**

- 37.1. SASRIA cover is provided by SASRIA SOC Ltd.
- 37.2. You have automatic SASRIA cover for the following Sections, if you have selected these Sections, unless you have given us instructions not to arrange this cover. This will be shown on the Policy Schedule.
  - 37.2.1. Houseowners, Householders, All Risks and Marine (Section III - Annexure 4)
  - 37.2.2. (Section III - Annexure 15)

- 37.3. The terms and conditions of the SASRIA wordings are applicable as per Section III - SASRIA Annexures 4 and 15.

**38. Riot and Strike**

While you are outside of the borders of the Republic of South Africa or Namibia, but still within the Territorial Limits of the Policy, we will indemnify you for loss or damage to property or bodily injury directly caused by or through or in consequence of:

- 38.1 Civil commotion, labour disturbances, riot, strike or lockout
- 38.2 Any act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such event.

**39. Currency**

Premiums and claims are payable in South African Rand only.

**40. Jurisdiction**

This Policy is subject to the jurisdiction of the courts of the Republic of South Africa.

**B. General Exceptions**

We are not liable for:

**1. Fraud and Willful Acts**

Any claim or part thereof if it is in any way fraudulent or if you, or the person acting on your behalf, use fraudulent and/or willful acts to obtain benefit from this Policy. Refer to Clause 16 above.

**2. Breach of Warranty**

Loss of or damage if you breach any warranty / term / condition of this Policy.

**3. War, riot, strike**

Loss of or damage to property related to or caused by:

- 3.1. Civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing
- 3.2. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
- 3.3. (a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege
- 3.3. (b) insurrection, rebellion or revolution
- 3.4. Any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence
- 3.5. Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof
- 3.6. Any attempt to perform any act referred to in clause 3.4 or 3.5 above
- 3.7. Any act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Clauses 3.1 to 3.6 above.
- 3.8. If we allege that the loss or damage is not covered by this Policy, you have to prove the contrary.

**4. War Damages Act**

For loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this Policy applies.

**5. Terrorism**

Any loss, damage, cost, expense, legal liability or consequential loss whatsoever directly or indirectly caused by, arising from, in connection with or contributed to by any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense. This includes, but is not limited to, biological and chemical contamination, missiles, bombs, grenades and explosives.

If we allege that the loss or damage is not covered by this Policy, you have to prove the contrary.

**6. Nuclear weapons and related processes**

Any loss, damage, cost, expense, legal liability or consequential loss whatsoever directly or indirectly caused by, arising from, in connection with or contributed to by the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage or expense:

- 6.1. Ionizing, radiation or contamination by radio-activity from any nuclear fuel or waste from the combustion (including any self-sustaining process of nuclear fission) or use of any nuclear fuel
- 6.2. Nuclear material, nuclear fission or fusion, nuclear radiation
- 6.3. Nuclear explosives or nuclear weapon
- 6.4. Nuclear waste in whatever form.

**7. Consequential Loss**

Consequential loss or damage, unless specifically provided for in this Policy.

**8. Confiscation**

Loss, damage, costs or expenses that arise directly or indirectly from confiscation, detention, forfeiture, impounding or requisition that is legally carried out by customs, the South African Police (SAP), crime prevention units or other officials or authorities.

**9. Prior Damage**

Any loss, damage, infirmity or condition which existed prior to the inception of the cover under this Policy.

**10. Depreciation**

Depreciation in the value of the insured item.

**11. Sale or Exchange Agreement**

Any damage or loss due to or in connection with you entering into a sale or exchange agreement by cash or credit. This includes pawning and/or theft by false pretences or fraud.

**12. Contractual Liability**

Any liability which you have assumed under a contract unless you would be liable even if the contract did not exist.

**13. Manufacturer's Guarantee**

Any loss or damage which is covered under a valid manufacturer's guarantee / undertaking/ warranty.

**14. Computer Loss**

Any loss, destruction, damage, liability or consequential loss of whatsoever nature directly or indirectly caused by, contributed by, consisting or arising from any computer to capture, save, retain, treat, recognize, manipulate, interpret, process, store, receive or respond to:

- 14.1. Any date correctly
- 14.2. Any programmed command
- 14.3. Any incorrect entry or inadvertent cancellation
- 14.4. Any corruption of data
- 14.5. Any computer virus or other corrupting, harmful or unauthorised code including a Trojan horse, worm, logic bomb or destructive code, media or interference.

**15. Infectious Epidemic/Pandemic**

Loss, damage, costs, expenses or liability, directly or indirectly arising from, contributed to by or resulting from any infectious epidemic/pandemic and includes resulting in:

- 15.1. The quarantine or restriction of movement of people, property or animals by any national or international body or agency
- 15.2. Any travel advisory or warning issued by any national or international body or agency
- 15.3. Any actual or perceived fear or threat of fear of such epidemic/pandemic.
- 15.4. If we allege that the loss or damage is not covered by this Policy, you have to prove the contrary.

**16. Sanction Limitation**

Any exposure whatsoever to any sanction, prohibition, or restriction under the resolutions of the United Nations or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**17. Pollution and Contamination**

Loss, damage, costs expenses or liability, directly or indirectly arising from/ due to:

- 17.1. Pollution, contamination, soot, deposition, impairment by dust, chemical precipitation, adulteration, poisoning, impurity, epidemic or disease
- 17.2. Use of objects because of health hazards

However this exception does not apply if such loss / damage:

- 17.3. Arises as a direct result of an Insured Event; or
- 17.4. An Insured Event arises directly from pollution and/or contamination

No other exception will override this Clause.

## Section II DEFINITIONS

1. **4x2 Vehicle**  
A two-wheel drive vehicle is a four-wheeled vehicle with a drive train that allows only two wheels to receive torque from the engine.
2. **4x4 Vehicle**  
A four-wheel drive vehicle is a four-wheeled vehicle with a drive train that allows all four wheels to receive torque from the engine.
3. **4x2 Vehicle with differential lock**  
Essentially a two-wheel drive vehicle that has a mechanism to switch over to a four-drive vehicle. The driven wheels can be either at the back or front.
4. **Abandonment**  
You may not abandon any insured property to us during any claims process or if we reject the claim. This means that you may for instance not leave a damaged vehicle with a repairer or storage facility and let it incur storage costs. You will be responsible for these costs if we have not made the arrangements to have it towed to a repairer or salvage yard.
5. **Accident / Accidental**  
A sudden, unforeseen, unexpected and unfortunate occurrence which is the direct result of an accidental external, visible and violent cause.
6. **Accidental Damage**  
The unforeseen, unexpected and unintentional damage or loss caused as a result of an external, visible and violent cause but excluding any specific exclusion described in the Policy.
7. **Agreed Value**  
When you and we agree on a value of any insured item, we will pay such Agreed Value at the time of an insured loss. We must agree on the value at the inception of the cover before the loss occurs. In respect of a Vehicle we will base our agreement with you on the values you obtain from three independent motor industry valuers/sources.
8. **Agricultural Use**  
For social, domestic and pleasure purposes and for agricultural/farming purposes by the farmer, his family and his directors in a farming business only. Use by any farm labourer is excluded.
9. **Average**  
Average is applied where you have insured your property for less than its Replacement Value in other words if your Sum Insured is not adequate to cover the full value of the property. This is called under-insurance. This means that we will only pay you proportionately to the amount that you have insured for and you will be responsible for the portion which you have not insured. You are responsible to ensure that your Sum Insured is always adequate.

Average is not applicable to an Agreed Value Basis of Indemnity.

### Example:

The Replacement Value of your property is R250,000 but you have only insured it for R200,000 (Sum Insured). You are therefore under-insured by R50,000.

- 1) If the loss is R50,000 we will pay:  $R200,000/R250,000 \times R50,000 = R40,000$ . You are responsible for the rest = R10,000.
- 2) If the loss is R125,000 we will pay:  $R200,000/R250,000 \times R125,000 = R100,000$ . You are responsible for the rest = R25,000.
- 3) If the loss is R250,000 we will pay:  $R200,000/R250,000 \times R250,000 = R200,000$ . You are responsible for the rest = R50,000.
- 4) NB: You are always responsible for your Excess/First Amount Payable. Therefore we will pay you our amount less the Excess calculated thereon.

**10. Aviation Apron**

The part of an airport intended to accommodate the loading/unloading of passengers/cargo, refueling, servicing, maintenance, parking or aircraft and the movement of aircraft/vehicles/pedestrians necessary for such purposes.

**11. Basis of Indemnity**

The method we will use to calculate how we will indemnify you. This means how to determine the value of the insured property and/or amount which we must pay in the event of a claim. Different Sections or different items insured on the Policy may require different methods:

1. Replacement Value
2. Market Value
3. Trade-in Value
4. Retail Value
5. Agreed Value

**Example:**

Under the Householders Section we calculate the value of Household Goods on their Replacement Value.

Under the Motor Section we may use the Market Value or Retail Value of the vehicle.

**12. Betterment**

Deduction will be made when new material/parts are used to repair/replace old parts which have suffered wear and tear. This is in line with the principle of indemnity and is applied when it is not possible for us to repair/replace the insured property without bettering you position.

**Example:**

Your vehicle's used tyres are totally damaged in an accident and need to be replaced. If the tread on the tyres was worn down by 40%, we will deduct 40% off the price of new tyres: Cost of new tyres = R10,000.00. We will pay R6,000 towards the new tyres and you will pay R4,000.00.

**13. Bodily Injury**

Accidental bodily injury. This includes exposure, starvation, and thirst due to an accident.

**14. Burglary**

The illegal forcible and violent entry or exit into/from a building, vehicle or vessel (as the case may be) with the intent of committing a crime.

**15. Business Contents**

Your professional/commercial office/business contents kept at the Dwelling and used part or full time in line with your occupation:

1. Office furniture, filing cabinets
2. Computers, lap tops, palm or pocket devices, electronic diaries excluding data
3. Printers, copiers, scanners, faxes, type writers
4. Telephones, telecommunication equipment
5. Home industry equipment

**But excluding:**

6. All manufacturing

**16. Business Use (Vehicle)**

For social, domestic and pleasure purposes, to and from work and for fulltime use for your occupation/profession/business. This means the vehicle may be on the road all day e.g. for your work as a representative. You may carry samples for your work but the carrying of any goods (commercial use) is excluded. Business use covers only you (the Insured) and your spouse and one nominated driver whose name must appear on the Policy Schedule.

**17. Caravan/Trailer Contents**

Items that are permanently kept in the Caravan/Trailer such as linen, crockery, cutlery, audio/visual equipment, cooking apparatus, utensils, fans, fridges, freezers, furniture, household appliances e.g. camping chairs, kettles etc. and other paraphernalia

**But excluding:**

- 17.1. The manufacturer's standard supplied fixtures and fittings
- 17.2. Specific exceptions noted in the relevant Section

**18. Cash Payment**

We will deposit into your account the amount of the value of the loss or of the part that we will settle in cash.

**19. Certificate of Fitness**

A Certificate of Fitness in accordance with the requirements of the National Road Traffic Act (Act No. 93 of 1996).

**20. Claim**

When you request us to indemnify/compensate you under this Policy.

**21. Classic Vehicle Club Activity**

Any activity organised by a Club affiliated to the South African Motor Club Association (SAMCA), the South African Veteran and Vintage Association (SAVVA) or The Piston Ring Club. This includes displays, Regularity/Economy events, Fun Runs, Tour Processions, club meetings and journeys to and from such events.

**22. Compensation / Compensate**

This is compensation of a fixed amount or percentage of a fixed amount as selected by you as opposed to Indemnification.

**23. Computer**

Any computer, microchip, integrated circuit or data processing equipment or similar device in a computer or other equipment. This includes any software, tools, operating system, hardware or peripherals or otherwise stored in or on any the equipment whether it is your property or not.

**24. Consequential Loss**

An indirect loss following an insured loss.

**Example 1:** The loss of use of your vehicle after it has been in an accident.

**Example 2:** Compensation for the inconvenience of unavailable parts to effect repairs.

**25. Construction****25.1. Standard Construction**

- 25.1.1. Roof : Tiles, sink, asbestos, corrugated iron
- 25.1.2. Walls : Bricks, mortar, concrete, stone

**25.2. Non-Standard Construction**

- 25.2.1. Roof : Thatch, bamboo, wood
- 25.2.2. Walls : Asbestos, wood, sink, precast.

**26. Constructive Total Loss (Watercraft)**

When the Watercraft is reasonably abandoned after an Insured Event because a Total Loss seems unavoidable or to try and save it would cost more than eighty percent (80%) of its Sum Insured. When determining if the Watercraft is a Constructive Total Loss, the Sum Insured will be taken as the repaired value and will not include the damaged or break-up value of the vessel.

**27. Contamination**

The poisoning, prevention, limitation and use of objects due to the effects of chemical and/or biological substances.

**28. Date of Loss**

The date on which the loss occurs which gives rise to a claim under the Policy.

**29. Death**

The Insured Person's accidental:

- 29.1 Death including death due to exposure, starvation, thirst.
- 29.2 Disappearance. If the Insured Person has disappeared and a court of law has issued a presumption of death and we are satisfied that the Insured Person suffered bodily injury which led to his death. If death is presumed and we have paid the Compensation payable under the Policy and the Insured Person is found to be alive, such payment must be refunded to us.

**30. Debit/Strike Date**

The day on which your monthly premium is payable to us.

**31. Depreciation**

A decrease in the monetary value of an item due to its age, wear and tear, market conditions or obsolescence.

**Example:**

You bought an item in 2009 for R100.00. Due to it being used, it is now worth only R75.00. It has depreciated by R25.00.

**32. Disablement / Disability**

A condition in which a person is not able to use part of his body because of injury. He is consequently deprived of his physical capability or effectiveness.

**33. Dwelling**

The private residence situated at the risk address shown on the Policy Schedule. Unless specifically excluded, the private residence includes:

- 33.1. The main and other homes
- 33.2. Domestic outbuildings, garages, guest cottages, domestic employee quarters, studios, stables, change rooms, garden sheds, green houses
- 33.3. Landlord's fixtures and fittings, permanently fixed equipment
- 33.4. Glass doors, windows, sanitary ware, fixed lettering and ornamental work
- 33.5. Boundary, retaining and other walls (not earthen), gates, fences (not hedges)
- 33.6. Paths, driveways, paving constructed of brick, concrete, asphalt, stone (not gravel)
- 33.7. Terraces, patios
- 33.8. Swimming pools, saunas, spas, water tanks
- 33.9. Tennis, squash courts

- 33.10. Geysers, solar power and water systems, filters
- 33.11. Motors, pumps, alarm, surveillance systems, generators
- 33.12. Permanently fixed satellite dishes, radio, television aerials, lightning conductors
- 33.13. Water, sewerage, gas, electricity, telephone connections  
But excluding:
- 33.14. Portable/inflatable pools, spas, tanks
- 33.15. Dam/sea walls
- 33.16. Piers, jetties, wharfs, pontoons, bridges, culverts
- 33.17. Water in a swimming pool, spa, tank or other container
- 33.18. The substance of loose/compacted soil, earth, gravel, pebbles, rocks, granular rubber.

**34. Electrical or Electronic Equipment (Householders)**

Household electrical and electronic equipment such as television sets, satellite dishes, hi-fidelity audio and visual equipment, DVD players, video recorders, fridges, freezers, washing machines, dryers, computers and the like.

**35. Endorsement**

The document which contains any changes to any of the terms and conditions of the Policy.

**36. Excess / First Amount Payable**

The portion of each and every loss or claim for which you are responsible. This amount is a compulsory amount to be paid by you. These amounts vary according to the Section and the type of loss. The amount of each Excess is shown on the Policy Schedule or Excess Schedule.

**37. Excess Schedule**

The document which contains the Excesses (First Amount Payable) which you must pay.

**38. Extreme Beach Landing**

Landing the Watercraft on a beach or shoreline with such a speed that it causes damage to the Watercraft or injury to the passengers or other third parties.

**39. Fair Market Value of Accessories**

In respect of the non-standard vehicle accessories fair market value means the amount for which a seller and buyer would transact in an open competitive market.

**40. Firearms**

Firearms as described in the Firearms Control Act, 2000 (Act No. 60 of 2000) and the Firearms Control Amendment Act, 2006 (Act No. 28 of 2006) or any subsequent legislation such as, but not limited to, rifles, shotguns, handguns and black powder guns.

**41. Fixed Equipment (Houseowners)**

Fixtures and fittings such as fixed filtration plant, pumps (not automatic pool cleaners), motors, generators, air conditioning, fire/burglar alarms, surveillance cameras, intercom systems, electric fences/gates, garage door machinery, sprinklers and the like.

**42. Foreign Government Duties**

The country travelled to may require a passport for your Vehicle for the temporary importation of the vehicle into that country and security that the Vehicle will be removed within a certain time period. If the vehicle is not removed/re-exported that country may charge customs duties and import charges as if the vehicle had been permanently imported to that country.

**43. Garden Furniture and Outdoor Items**

Furniture and items designed to exist in the open and normally left outdoors on the premises of the Dwelling:

- 43.1. Garden/patio furniture
- 43.2. Flower containers, garden statues, ornaments
- 43.3. Garden maintenance equipment
- 43.4. Motorised and ride-on lawnmowers

**44. Gear and Equipment**

The gear and equipment which would be sold with the Watercraft.

**45. Gradual Deterioration**

Anything that happens gradually such rust, corrosion, action of light, atmospheric or climatic conditions, rot, mould, fungus, mildew, dust, smoke, rise in the underground water table, seepage of water, coastal or river erosion, settling, shrinkage or movement of earth, dryness, moisture, exposure to light or extreme weather temperatures, pollution, contamination and the like.

**46. Green Building Products**

A product that meets the industry recognised green standard for that product category due to one or more of the following:

- 46.1. Use of less energy, water or natural resources
- 46.2. Creating less waste
- 46.3. Providing a healthier environment for the people living inside

**47. Grey Import**

New or used vehicles and motorcycles which are legally imported from another country but without the permission of the intellectual property owner or through channels that are not the official distribution channels of the maker. Also called a parallel import.

**48. Gross Vehicle Mass**

The maximum mass of a vehicle including its load as specified by the manufacturer thereof. If there is no such specification, the registering authority determines such mass.

**49. Hairslip**

The loss of hair on capes, hides and skins. This may occur at any time before or after tanning.

**50. Houseboat**

When the Watercraft is not under way or navigating but is used while on her moorings or in her berth for permanent living on board.

**51. Household Contents**

Your personal household goods, furniture, furnishings, equipment, electrical equipment, accessories, portable pools, fish tanks, rugs, blinds, curtains, clothing, laundry, personal belongings, valuables, loose camping equipment and the like that are loose items which you would remove when you relocate as well as your own fixtures and fittings installed if you rent a home and which you would remove when you relocate,

**But excluding:**

- 51.1. Those items specifically mentioned under Additional Cover as their cover is more specific and/or limited under those clauses i.e. Money, Personal and Travel Documents and Computer Data, Business Contents, Keys and Locks, Garden Furniture and Outdoor Items, Laundry, Students/Scholars' Property, Parents/Grandparents' Property, Guests and Domestic Employees' Property
- 51.2. Water in swimming pools, spas, saunas, ponds, fish tanks or any other water container
- 51.3. Pets, animals, reptiles, livestock
- 51.4. Motor vehicles, motor cycles, golf carts, watercraft, aircraft
- 51.5. Caravan, trailers and their fixed contents

**52. Identity Theft**

The crime committed by a person in using another person's name and personal information in order to obtain credit, make transactions or purchases. The person fraudulently steals your identity and then pretends to be you in order to gain access to resources and benefits in your name.

**53. In Commission**

When the Watercraft is fitted out (prepared with proper equipment) and ready for immediate use, is actively employed (in use) or is under repair/overhaul. This includes during launching and hauling out/lifting by crane for such immediate use as well as for such repair/overhauling.

**54. Inception Date**

The date on which the Policy comes into effect. Every item insured on the Policy also has an inception or effective date of first cover, called the Item Inception Date.

**55. Inception Value**

The Retail Value of the vehicle at the Inception Date of the Policy and not at the Date of Loss of the vehicle.

**Example:**

The vehicle was bought on 1/1/2014. The Retail Value on this date was R350,000 and it was insured for this amount.

The vehicle is in an accident and is a Total Loss on 1/5/2014. The Retail Value on this date is R280,000.

We will pay you R350,000 and not R280,000 (less any Excess/First Amount Payable).

**56. Indemnify/Indemnity**

We will place you in the same financial position as you were before the insured loss or Insured Event occurred i.e. we will compensate you for your financial loss due to the Insured Event occurring. This is based on the Basis of Indemnity and Method of Indemnity and is subject to the Sum Insured being adequate. We will do everything in our power to make sure that any claims settlement meets the terms of the manufacturer's guarantee / undertaking /warranty.

**57. Infectious Epidemic/Pandemic**

The sudden, unexpected, large-scale manifestation of an initially locally contained infectious disease relating to people that spreads rapidly and with great virulence and which is classified as such by the appropriate national or international body/agency.

**58. Inner Excess**

The Excess (First Amount Payable) for which you remain responsible regardless of the fact that we have provided you with cover not to pay the Basic Excess. This means that the Basic Excess is replaced with a lower Inner Excess.

**Example:**

If your standard vehicle Excess is R2,500.00 and you have selected to insure this Excess (Excess Buy Down) and we have stated the Inner Excess to be R200.00, you will not need to pay the R2,500.00 but you will have to pay the R200.00.

**59. Insurable Interest**

You must own and be legally responsible for the property you insure and/or you must have insurable interest in the property you insure. That means you must stand to lose financially if the property is damaged or lost.

**60. Insured Event**

The peril (danger) for which you are covered for under the Policy.

- 61. Insured Hunter**  
The person named in the Policy Schedule who may undertake a hunt for a Trophy.
- 62. Insured Person (Personal Accident)**  
In respect of Section 6 Personal Accident, the person who is named in the Policy Schedule.
- 63. Insured/Policy Holder**  
The Person in whose name the Policy is issued as shown on the Policy Schedule and for whom cover is granted.
- 64. Jettison**  
The throwing overboard of goods in an emergency as a sacrifice to save the Watercraft.
- 65. Keys and Locks**  
Any key, lock, card key, keypad, remote control devices and similar locking devices.
- 66. Laid Up**  
The Vehicle/Watercraft is not in use but is in long term storage in a locked garage at the private residence of the Policyholder or other storage or is undergoing repair at a garage/workshop/repair facility.
- 67. Land Heave**  
The opposite of subsidence. The site on which a building stands moves upward (and often sideways) where the movement is unconnected with expansion of the building itself.
- 68. Landslip (landslide)**  
A change in the stability of a slope of rock, earth or soil from a stable to an unstable condition which causes the slope to give way moving it downward.
- 69. Lift Club**  
A lift club or vehicle sharing agreement refers to a situation where you receive payment for giving lifts to passengers without making a profit or when you and the other person(s) rotate vehicles and drivers. The passengers may not be carried as part of a passenger-carrying business.
- 70. Limit of Indemnity**  
We will only pay the reasonable and necessary costs incurred or value of the insured loss or liability for which the claim can be settled always only up to the maximum of the Sum Insured or Limit of Indemnity or Compensation or Additional Cover amount. This means we will not pay more than the amounts reflected on the Policy Schedule or Limit of Indemnity Schedule against each item or benefit.
- Example 1:** Your vehicle Sum Insured is R100,000. It is in an accident and repair damages costs R20,000. We will only pay R20,000 less the Excess.
- Example 2:** Your vehicle Sum Insured is R100,000. It is in an accident and is a Total Loss. The value of the vehicle at the time of the loss is R130,000. We will only pay R100,000 less the Excess
- Example 3:** The Locks and Keys cover shows a Sum Insured amount of R5,000. To replace the keys costs R4,500. We will only pay R4,500 less the Excess. If it costs R6,000 to replace the keys we will pay R5,000 less the Excess.
- 71. Limits of Indemnity Schedule**  
The document which contains the Limits of Indemnity which we will pay.
- 72. Loss (Bodily Injury) (Personal Accident)**
- 72.1. Separation at or above the wrist or ankle.
- 72.2. Total loss of use of a limb
- 72.3. The irrecoverable loss of sight/hearing.
- 73. Malicious Damage**  
The deliberate, willful and malicious act of another person.

**74. Market Value (Vehicle)**

The average between the Trade-In and Retail values of a vehicle as at the Date of Loss. We obtain these values from the Auto Dealers Digest. We may adjust the said figure(s) to take into account pre-loss conditions, mileage, corrosion and other factors as further outlined in the said Auto Dealers digest or which the motor trade considers when determining the value. If the particular make and model of the Vehicle is not reflected in the said digest, we will use the average of three (3) independent motor industry sources.

**75. Material Fact**

Any fact that will influence us to make a different decision about your risk. You must disclose all material facts about your risk to us even if we have not asked you a specific question about it.

**76. Mechanical or Electrical Breakdown**

The sudden, unexpected and unforeseen mechanical or electrical breakdown, failure or breakage of machinery, electrical or electronic equipment. This excludes normal wear and tear.

**77. Medical Expenses**

Medical costs and expenses incurred as a result of bodily injury due to an accident provided the Insured Person is unable to claim compensation under any medical scheme or other health insurance.

**78. Method of Indemnity**

The method we will use to indemnify you. This means how we will go about to place you back into the financial position you were before the loss occurred:

- 78.1. Cash Payment
- 78.2. Repair
- 78.3. Replacement

**Example 1:** Your diamond ring is lost. We may choose to give you cash or have the ring replaced by a jeweller.

**Example 2:** Your vehicle is damaged. We may choose to have it repaired or give you cash for you to repair it yourself.

**79. Money**

Negotiable instruments such as currency, cash notes, bank cards, credit cards, cheques, traveller's cheques, money/postal orders, gift vouchers, share certificates, bank drafts, premium bonds, current postage stamps, saving stamps, phone cards, travel and other tickets of monetary value.

**80. Nautical Mile**

A distance of one thousand eight hundred and fifty two (1,852) meters.

**81. Off-Road Use**

Using a Vehicle on unsurfaced roads or tracks made of materials such as dirt, sand, gravel, riverbeds, mud, snow, rocks and other natural or rough terrain. This includes use on recognised 4x4 off-road trails, overland safari trips and while the driver is receiving off-road training instruction at any off-road training facility. Such training facility must be fully registered and adhere to the regulations applicable to recreational driving as stipulated in accordance with the South African Qualifications Authority (SAQA).

**82. Organised Event**

An organised event for Classic Vehicles

**But excluding:**

- 82.1. Racing
- 82.2. Time trials
- 82.3. Timed events
- 82.4. Rallies

**83. Out of Commission (Laid Up)**

When the Watercraft is not fitted out or available for immediate use, is not actively employed (in use) and is not under repair/overhaul.

- 83.1. Being Out of Commission includes when the Watercraft is:
- 83.2. Being lifted/hailed/launched while being moved in a shipyard/marina
- 83.3. Under survey
- 83.4. In a dock for repairs
- 83.5. Laid up afloat incidental to laying up
- 83.6. Hauled out of water for storage
- 83.7. Being lifted/hailed for any laid up purpose or storage
- 83.8. Dismantled

**84. Perils of the Seas/Water**

Loss of or damage to property occurring as a result of an accident at sea or on bodies of water such as lakes, bays, rivers or other navigable waters. This means a natural accident peculiar to the sea/water like maritime accidents, storms, waves, wind, encountering heavy weather or other unusual forces of nature, earthquake, tidal waves, tsunami, volcanic eruption, collision of the vessel with objects whether submerged or not, fire, smoke and noxious fume, lightning, explosion, sinking, flooding, capsizing, loss of propulsion or steering, stranding and any other hazards resulting from the unique environment of the sea/navigable waters.

**85. Period of Insurance**

The period for which cover is valid subject to payment of the premium in accordance with the Policy requirements. This period can be for a month, a year or other period as shown on the Policy Schedule and further described in the Policy.

**86. Permanent Total Disablement**

The accidental bodily injury of the Insured Person leading to the permanent and total disability of the Insured Person as listed in the Compensation Table.

**87. Personal and Travel Documents**

Identity documents, passports, driver's licences, birth certificates, marriage certificates, wills, tertiary education certificates, land titles and deeds, home, contents and jewellery valuations, contracts and agreements.

**88. Personal Effects of Guests / Domestic Employees**

Clothing

- 88.1. Personal belongings normally worn or carried by a person.

**But excluding:**

- 88.2. Money
- 88.3. Jewellery
- 88.4. Watches
- 88.5. Cell phones
- 88.6. Mobile (portable) computing devices such as a tablet, computer, smartphone, electronic diaries and the like.

**89. Piracy**

Attacking and robbing a ship at sea/on water.

- 
- 90. Policy Schedule**  
The document which shows your personal details, the details of the cover you have chosen and your premium and payment obligations.
- 91. Policy Wording**  
This document which contains the terms and conditions of your insurance cover.
- 92. Power Jumping**  
Jumping a wave at an angle or speed which causes the Watercraft to be swamped, overturned, damaged or which causes injury to passengers or other third parties. This does not include any manoeuvre necessarily taken to avoid an accident or collision whilst safely navigating breakers.
- 93. Premium**  
Your monetary payment to us in return for which we will provide the insurance cover as described in the Policy.
- 94. Private and Off-Road Use (for caravans/trailers)**  
For social, domestic, pleasure purposes including full off-road use, and on 4x4 off-road trails. The towed unit can be utilised for off-road use but such utilisation is limited to off-road operation solely within the operating specifications and constraints as determined by the manufacturer, relative to the specific make and model of the towed unit.
- 95. Private Use (Vehicle)**  
For social, domestic and pleasure purposes and to and from work.
- 96. Professional Hunting**  
Hunting for an income.
- 97. Professional Tour Operator and Off-Road use (for caravans/trailers)**  
For the professional outdoor tour operators, safari guides, game lodges and other similar operators. The towed unit can be utilised for off-road use but such utilisation is limited to off-road operation solely within the operating specifications and constraints as determined by the manufacturer, relative to the specific make and model of the towed unit.
- 98. Professional Use (Vehicle)**  
For social, domestic and pleasure purposes, to and from work and for limited use for your occupation/profession/business e.g. as an accountant or doctor using the vehicle for not more than 3 (three) business calls per day.
- 99. Proof of Ownership**  
Proof of ownership of property includes but is not limited to:
- 99.1. Sales receipts which include a description of the item, code, purchase price, date purchased and where purchased prior to the loss
  - 99.2. Valuation completed by a qualified professional valuator before the loss happened. The valuation must include a description of the item, its specifications as well as the cost to replace it
  - 99.3. Original operating manuals that came with the item
  - 99.4. Certificate of Authenticity from the manufacturer
  - 99.5. The manufacturer's original box showing the brand and model of the item
  - 99.6. Registration documents.
- 100. Rally**  
An organised event in which members are required to travel from one point to another within certain time limits. It is a time controlled event requiring that the speed of travel is not too fast or too slow but trying to match a speed average set by the organisers.
- 101. Reinstatement of Sum Insured**  
The Sum Insured is not reduced by the amount of a claim. We may request that you pay premium on the amount of the claim from the Date of Loss to the end of the Period of Insurance for this benefit.

**102. Renewal Date**

The date on which an annual policy is renewed. The term is used on a monthly policy to indicate the revision date on which we will review the Policy.

**103. Repair**

We will have the damaged property repaired at a repairer and place of our choice. We may also take tenders for repair. We will pay the extra costs for you to comply with this requirement.

**104. Replacement (as method of Indemnity)**

We will replace the lost or totally damaged property with the same property. If the same type is not available we will replace it with property similar in type, standard and specification when new. We will have the property replaced by a supplier and place of our choice.

**105. Replacement Value**

The cost to replace old property with new similar property despite depreciation. This does not mean property of better standard, quality or specification than when new and this does not include extra costs to purchase extended warranties. Your Sum Insured must be adequate and reflect what the new replacement costs will be. It is your duty to ensure that the Sum Insured is adequate. If it is not adequate average will apply.

**106. Retail Value (Vehicle)**

The amount your vehicle may be sold for as at the Date of Loss. We obtain this value from the TransUnion Mead & McGrouther Auto Dealers Digest. We may adjust the said figure(s) to take into account pre-loss conditions, mileage, corrosion and other factors as further outlined in the said Auto Dealers digest or which the motor trade considers when determining the value. If the particular make and model of the Vehicle is not reflected in the said digest, we will use the average of three (3) independent motor industry sources.

**107. Retaining Wall**

A wall which is not part of the residential portion of the Dwelling but which is designed and constructed to hold back the movement of earth.

**108. Salvage**

That part of an insured item which is left after a Total Loss has been paid and which still has economical value as scrap but is no longer useful for its original or intended purpose.

**109. SASRIA**

SASRIA SOC Ltd provides cover for politically motivated acts, political riots and terrorism as well as non-political perils such as strikes and labour disturbances. SASRIA stands for South African Special Risks Insurance Association. Their Policy Wording is included as Section III of this Policy. We act as their agent.

**110. Specified Items**

110.1. The following items must be insured specifically and separately:

- 110.1.1. Any item described in the Unspecified Items which is above the Single Article limit shown on the Limit of Indemnity Schedule
- 110.1.2. Jewellery and Watches
- 110.1.3. Contact Lenses
- 110.1.4. Prosthesis
- 110.1.5. Cameras, portable projectors, photographic equipment
- 110.1.6. Cellular phones, smart phones
- 110.1.7. Computers, Laptops, Notebooks, Tablets, electronic diaries, iPads (= Apple tab), calculators
- 110.1.8. Portable music players, MP3 players (iPod is an apple make),
- 110.1.9. Compact Disks (CD's), Digital Versatile Discs (DVD's)
- 110.1.10. Global Positioning System (GPS) devices

- 110.1.11. Any other electronic data storage and processing equipment
- 110.1.12. Documents
- 110.1.13. Stamp and Coin collections
- 110.1.14. Fire Arms, hunting instruments, bows
- 110.1.15. Tools
- 110.1.16. Specified sports equipment including pedal cycles
- 110.1.17. Parachutes, para-gliders, hang gliders
- 110.1.18. Surfboards, paddle skis
- 110.1.19. Motor Vehicle Accessories
- 110.1.20. Wheelchairs, mobility scooters, shop riders, golf trolleys/buggy/cart, sit-in toy, miniature vehicle
- 110.1.21. Items used for business or professional purposes.
- 110.1.22. Any other item that you may require and we agree to insure.

**111. Statutory Age Limits**

Legislation may require us to limit the compensation amounts we are allowed to pay in respect of certain age bands. There is currently a limit under 6 years (R10,000) and between 6 and 14 years (R30,000) in respect of death.

**112. Stock-in-Trade**

Any equipment or materials kept on hand and used for the purpose of carrying on a business. In this case, specifically stock-in-trade common to a bed-and-breakfast business.

**113. Subsidence**

The downward movement of the site on which a building stands where the movement is unconnected with the weight of the building. The site moves downward even if there was no building upon it.

**114. Sum Insured**

The monetary amount for which an item or property is insured. It is your duty to ensure at all times that the Sum Insured is adequate and represents the full value of the property according to the Basis of Indemnity.

**115. Temporary Total Disablement**

The accidental bodily injury of the Insured Person leading to the temporary total disability.

**116. Territorial Limits**

The geographical area in which the cover is provided. Any loss or damage outside of these areas is not covered.

**117. Terrorism**

Terrorism includes, without limitation, the use of violence or force or the threat of force, whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of, or in connection with any organisation or government, or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes, including any act committed with the intention to influence any government, or for the purpose of inspiring fear in the public or any section thereof.

**118. Theft**

The unlawful taking of something of value with the intention to deprive the lawful owner or possessor thereof. There need not be forcible and violent entry or exit into/from a building or vehicle as in Burglary.

**119. Third Party**

A person who is unrelated to you, not a member of your family, not a domestic employee nor any person in your employment.

**120. Time Prescription or Prescription Period**

The time limits within which a certain action must be undertaken. We will not be liable if you do not act within the required time frame.

**121. Total Loss**

The insured item is wholly destroyed or uneconomical to repair or cannot be repaired safely or to its former condition. Also refer to the further definitions in respect of Total Loss of a Vehicle, Total Loss of a Watercraft and Constructive Total Loss.

**122. Total Loss – Vehicle**

The Vehicle is uneconomical to repair or it cannot be repaired safely to its former roadworthy condition due to an Insured Event.

**123. Total Loss – Watercraft**

The Watercraft is wholly destroyed or you are irretrievably and wholly deprived thereof due to an Insured Event.

**124. Tour Operator Use (Vehicle)**

For professional outdoor tour operators, safari guides, owners/employees of game lodges and other similar operators.

**125. Track Day**

An organised event in which members of the public are allowed to drive or ride around an established motor racing circuit at a fee. The vehicle may be used without speed restriction but actual racing is not allowed. The purpose of the track day is fun and to improve skills.

**126. Trade-In Value (Vehicle)**

The amount you will receive when you trade in your vehicle as at the Date of Loss. We obtain this value from the Auto Dealers Digest. We may adjust the said figure(s) to take into account pre-loss conditions, mileage, corrosion and other factors as further outlined in the said Auto Dealers digest or which the motor trade considers when determining the value. If the particular make and model of the Vehicle is not reflected in the said digest, we will use the average of three (3) independent motor industry sources.

**127. Trophy**

Those parts of land based mammals normally associated with the intention to display it. A trophy may include the following:

127.1 Flat skin, back skin, cape (pelt)

127.2. Skull, European, shoulder, half or full mounts including the display on a wooden shield, pedestal or imitation scene such as rock and which includes the display features such as grasses or portions of trees.

The Trophy may or may not be recognized as a true trophy. A true trophy is one that is recognized as such by the definitions of the following institutions:

127.3. Rowland Ward

127.4. Safari Club International (SCI)

127.5. The Confederation of Hunters Associations of South Africa (CHASA)

127.6. The South African Hunters and Game Conservation Association (SAHGCA)

**128. Unearned Premium**

The premium for the period from the Date of Loss to the end of the Period of Insurance.

**Example:**

A vehicle premium is R175.00 per month. The vehicle is in an accident and is a Total Loss on the 15th of the month. We will not refund you R87.50 (half the premium) for the period from the Date of the Loss to the end of the month.

**129. Unrepaired Damage (Watercraft)**

Any damage(s) to the Watercraft that resulted from an Insured Event but which was not repaired at the time of:

- 129.1. Termination of the insurance on the Watercraft
- 129.2. Total Loss
- 129.3. Constructive Total Loss

**130. Unspecified Clothing and Personal Effects**

Clothing, personal effects and personal equipment normally worn or designed to be worn by a person or used by a person like the following:

- 130.1. Clothing, furs, leather clothing
- 130.1. Jewellery, Jewels, Personal Ornaments, Watches
- 130.1. Spectacles, Sunglasses, Hearing Aids, Binoculars
- 130.1. Cosmetics and cases, razors, cigarette cases and lighters
- 130.1. Umbrellas, handbags, cases
- 130.1. Pens, pencils
- 130.1. Suitcases, trunks, containers for travelling
- 130.1. Sports equipment
- 130.1. Baby Equipment, prams, car seats

**But excluding:**

- 130.1. Any one item that is worth more than amount shown in the Limit of Indemnity Schedule
- 130.1. Those items that are specifically described in Section 9 All Risks which we require that you insure separately
- 130.1. Those items under Specified Items which we require that you insure separately.

**131. Unspecified Hunting Accessories**

Items normally worn or used by a person participating in hunting pursuits like the following:

- 131.1. Personal gear and equipment
- 131.1. Hunting accessories
- 131.1. Ammunition
- 131.1. Cameras, binoculars, range finders and Global Positioning System (GPS) units
- 131.1. Blinds
- 131.1. Reloading equipment

**But excluding:**

- 131.1. The hunting instrument i.e. the gun, rifle, bow or the like which must be specifically specified separately
- 131.1. Any one item that is worth more than amount shown in the Limit of Indemnity Schedule
- 131.1. Those items that are specifically described in Section 9 All Risks which we require that you insure separately.

**132. Valuation**

An inventory of the Household Contents reflecting the Agreed Value(s).

**133. Vehicle**

Any type of motor vehicle as described in the Vehicle Categories including its standard factory fitted accessories and spare parts while these are on the vehicle. Any vehicle accessory which is not standard factory fitted as well as conversions and specialised fitments must be specifically shown on the Policy Schedule for cover to exist.

**134. Vehicle Registration Codes**

According to the National Administration Traffic Information System (NaTIS)

134.1. Code 1 : New, unregistered or registered once

134.2. Code 2 : Used, registered from new to used, second owner and subsequent owners

134.3. Code 3 : Rebuild. The vehicle was in an accident and damaged to the extent that substantial rebuilding was required.

134.4. Code 4 : Permanently unfit for use or scrapped. The vehicle or its chassis has been damaged to such an extent that it cannot be made roadworthy and cannot be used to rebuild to a motor vehicle. Such a 'vehicle' cannot be insured and is not covered.

**135. Vehicle Security**

A device or system to protect a vehicle against theft. This includes, but is not limited to, a gear lock, immobilizer, alarm, tracking device, transponder keys (key with a microchip that contains a special code that works only in your vehicle) and the like. We have the right to require the installation of any specific vehicle security system.

**136. VESA Approved**

Vehicle Security Association of South Africa (VESA) regulates the manufacturing and installation standards of **aftermarket** vehicle security systems. Aftermarket means any part or accessory that does not come standard on a vehicle or is not an option on a vehicle that you can get from a dealership i.e. non-factory fitted.

**137. Voluntary Excess / Voluntary First Amount Payable**

The amount you volunteer to pay over and above the compulsory Excess in respect of each and every loss or claim. Paying additional when a claim occurs reduces your premium. The amount of any voluntary Excess is shown on the Policy Schedule.

**138. VSS Approved**

Vehicle Security Systems (VSS) is a rating of the **factory-fitted** security system of a vehicle. The South African Independent Accreditation Services (SAIAS) checks and rates the effectiveness of these security systems.

**139. Warranty**

An undertaking/guarantee that you give to us or which we have imposed that you will fulfill specific conditions or that facts are as you have stated them to be. You must literally and strictly comply with a warranty. If you do not comply we may avoid all liability (there will be no cover) from the date that you have breached (broken) the warranty. You will have no defence if you have breached the warranty and then remedied the situation before the date the loss had occurred.

**Example:**

If a burglar alarm is installed at your house you guarantee that the alarm will be kept in working condition and be activated when leaving the house.

**140. Watercraft**

A boat or other vessel that travels on water like a motorboat, yacht, ski boat, jet ski, canoe, kayak or other water pleasure craft. The watercraft consists of the hull, superstructure, motors and machinery, rudder, propeller, sails, spars, masts, standing or running rigging, hoardings, moorings (ropes, chains or anchors by which a boat is moored), protective covers, batteries, and standard fixtures, fittings, gear and equipment that would normally be sold with the watercraft.

**But excluding** the following which must be specifically insured and shown on the Policy Schedule for cover to exist:

- 140.1. The trailer of the Watercraft
- 140.2. Electronics
- 140.3. Clothing and Personal Effects
- 140.4. Loose gear
- 140.5. Non factory fitted accessories, conversions and specialized fitments

**141. We/us/our**

The Insurer, Renasa Insurance Company Limited.

**142. You/your/yourself**

The Insured/Policyholder named in the Policy Schedule. Unless otherwise stated “you” includes your lawful spouse/common law spouse/life partner and members of your family normally resident with you and financially dependent on you.

## Section III SASRIA

### 1. SASRIA NON-MOTOR WORDING is named Annexure 4:

Sasria SOC Limited  
 P.O. Box 653367, Benmore, 2010  
 36 Fricker Road, Illovo, Sandton, 2196  
 Tel: +27 11 214 0800 or 086 172 7742 (Switchboard)  
 Fax: +27 11 447 8630  
 Reg. No. 1979/000287/06  
 VAT Reg. 4140119340  
 FSP Licence No.: 39117

## ANNEXURE 4

### *COUPON POLICY FOR SPECIAL RISKS INSURANCE*

In consideration of the prior payment of the premium stated in the coupon and the receipt thereof by or on behalf of Sasria SOC Limited, (hereinafter called the Company) and subject to the underlying policy being current and valid at the effective date as stated in the Schedule, the Company will by payment or at its option by reinstatement or repair indemnify the insured during the Period of Insurance up to an amount not exceeding the total sum insured in respect of each item and not exceeding in the aggregate during the said Period of Insurance, the total insured value, or the aggregate limits of liability as stated in the proviso hereunder, whichever is the less against loss of or damage to the property insured directly related to or caused by:

- (i) Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- (ii) Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (iii) Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
- (iv) Any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

#### NOTE:

In this Coupon Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

#### **PROVIDED that:**

Notwithstanding anything to the contrary, where One Insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and or Motor) issued by or on behalf of the Company, the annual aggregate liability of the Company under all such Insurances shall be limited to the sum of R500 million (five hundred million Rand), or up to R 1,5 billion, if the Insured has chosen the optional Excess of Loss R 1 billion cover, where the property insured is in the Republic of South Africa.

For this purpose ONE INSURED shall mean:

Any Single One Insured, a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973) or Subsidiary of the Holding Company.

In the case of One Insured other than Companies, the Company reserves the right to determine who the One Insured is for this purpose.

**PROVIDED FURTHER that this insurance does not cover:**

- (a) Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenable;
- (b) Loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;
- (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
- (d) NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and /or to put the public, or any section of the public in fear.

- (e) This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in South African territory to which this policy applies.

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon the burden of providing the contrary shall be upon the insured.

**CLAIMS NOTIFICATION**

The Agent or Intermediary will advise Sasria of a loss within thirty (30) days from the date they receive the claim.

A claim shall not be payable if twenty four (24) months have elapsed since the occurrence of the Insured Event unless the claim is subject of pending legal action or final assessment of the loss by the Insurer have not been reached.

**CONTRACTUAL VALUE**

Where Property Insured is extended under the Replacement Value Clause and is the subject of a lease, rental, hire or similar agreement which requires the Insured to insure and/or be responsible for the property at an agreed value then the measure of cover provided shall be the agreed value as stipulated in the lease, rental or hire agreement. The definition set out under the Basis of Loss Settlement on the underlying policy shall not apply in respect of a claim under this clause but always limited to the total Sum Insured.

**CONDITIONS**

**Misrepresentation, misdescription and non-disclosure**

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

**Continuation of cover (where premium is payable by bank debit order or by transmission account)**

The premium is due in advance and, if it is not received by the company by due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless the insured can show that failure to make payment was an error on the part of his Intermediary or Sasria agent.

**Transfer**

Nothing contained in this Policy shall give any rights against Sasria to any person other than the Insured. Sasria shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

**Arbitration**

- (a) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine.
- (b) Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against Sasria under this Policy.

**Company's rights after an event**

- (a) On the happening of any event in respect of which a claim is or may be made under this policy, the company and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the company to rely upon any conditions of this policy,
  - (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the company to do so. The insured shall not be entitled to abandon any property to the company whether taken possession of by the company or not,
  - (ii) take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the company.
- (b) The insured shall, at the expense of the company, do and permit to be done all such things as may be necessary or reasonably required by the company for the purpose of enforcing any rights to which the company shall be, or would become, subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.

**SPECIAL CONDITIONS**

1. It is a condition precedent to any liability that at the time of the happening of any occurrence given rise to a loss in terms of this Coupon Policy there shall be in force the Underlying Policy covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.
2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying Policy, other than:
  - (a) Exception A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi);

And

  - (b) The Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above;

- (c) Any excess, deductible or similar payment to be met by the Insured in terms of the Underlying Policy;
- (d) The Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. **It does not automatically incorporate the Extensions.** In order to cater for the Extensions, the Sasria Sum Insured must be increased by the value of the Extension and a premium charged for the said Extension. In this instance a schedule showing a breakdown of all additional covers included (together with the sum insured) must be attached to the coupon,
- (e) Where required by the Insurer, the Insured shall at the commencement of such insurance and when required provide the Insurer with a written estimate of the cost at such date of reinstatement of the Property Insured to which this section applies made and certified by a Valuator acceptable to the Insurer.

The Sum Insured under the policy and this section in respect of each item will not be less than the amount of such estimate, and may be adjusted for renewal provided this is done within a two months period of the renewal date.

- (f) Where a building or structure is destroyed, the Insured is entitled to carry out the replacement by an equivalent building upon another site and in any manner suitable to the requirements of the Insured provided that the Insurer's liability does not exceed the cost which would have been incurred had reinstatement been carried out on the original location.

shall be deemed to be incorporated in this Coupon Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

#### Memorandum

The reference to Exceptions A(i), A(iii)(b), A(v), A(vi) and A(vii) and to the Burden of Proof Clause in Exception A is a reference to those Exceptions as they appear in the Standard S.A.I.A. Exceptions which the Nominated Insurer is obliged to incorporate in his Policy. Should the numbering in the Underlying Policy not correspond with the numbering of the Standard S.A.I.A. Exceptions the above references shall apply to the corresponding Exceptions in the Underlying Policy *mutatis mutandis*.

2. If the property covered in terms of the attached Schedule shall at the commencement of any destruction of or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this consideration.
3. Any adjustment of Premium Clause or Condition in the Underlying Policy shall not be applicable to this Coupon Policy.
4. No alteration of this Coupon Policy is valid unless signed by a Director of the Company
5. Any Reinstatement Value Conditions in the Underlying Policy shall be applicable to this Coupon Policy except insofar as it relates to Motor Vehicles.
6. The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.

**2. SASRIA MOTOR WORDING is named Annexure 15:**

Sasria SOC Limited  
 P.O. Box 653367, Benmore, 2010  
 36 Fricker Road, Illovo, Sandton, 2196  
 Tel: +27 11 214 0800 or 086 172 7742 (Switchboard)  
 Fax: +27 11 447 8630  
 Reg. No. 1979/000287/06  
 VAT Reg. 4140119340  
 FSP Licence No.: 39117

**ANNEXURE 15**

**MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS  
 in respect of property as defined**

-----  
**THE POLICY**

**DEFINITIONS**

1. Wherever the term “Sasria” is used it shall refer to Sasria SOC Limited.

Wherever the word “property” is used it shall be deemed to mean any motor car or vehicle, trailer, implement or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst thereon.

WHEREAS the Insured has paid the premium stated in the Schedule to this Policy (which schedule shall form an integral part of this Policy) to Sasria as consideration for the insurance hereinafter contained in respect of loss or damage occurring during the Period of Insurance stated in the Schedule of this Policy.

The policy will cover for third party only if the third party vehicle does not have Sasria cover and the loss or damage to property happened as a result of the Sasria peril.

NOW this Policy declares subject to the terms, exceptions and conditions contained herein that Sasria will indemnify the Insured against loss of or damage to the property described in the Schedule directly related to or caused by:

- i. any act (whether on behalf of any organisation, body, person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- ii. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- iii. any riot, strike or public disorder, or any act of activity which is calculated or directed to bring about a riot, strike or public disorder;
- iv. any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- v. the act of any lawfully established authority in controlling, preventing suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii) (iii) or (iv) above.

**Note:** In this Policy, the term “Public Disorder” shall be deemed to include civil commotion, labour disturbances or lockouts.

Sasria may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of the property insured in the Schedule of this Policy subject always to Condition 8 of this Policy. If the property insured is the subject of a hire purchase or similar agreement and the seller or

lessor (hereinafter referred to as the "Owner") is interested in any monies which would be payable to the Insured under this Policy in respect of loss of or damage to the property insured (which loss or damage is not made good by repair or replacement) such monies shall if so requested in writing be paid to the said Owner and/or to the Insured to the extent of their respective interests as long as they are interested in the said property, and their receipt shall be a full discharge of Sasria in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or Sasria under or in connection with this Policy or any condition or term thereof.

In the event of any part accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being unprocurable in the Republic of South Africa, as a standard ready manufactured article or in the event of any such article being denied to the Insured for any reason the liability of Sasria shall be met by the payment of a sum equalling the value of the said article at the time of the loss or damage but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa.

If the property insured under this Policy is disabled by reason of any loss or damage Sasria will pay the reasonable cost of protection and removal to the nearest repairers. Sasria will also pay the reasonable cost of the delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured in the Republic of South Africa.

### EXCEPTIONS

This Policy does not cover:

1. Consequential Loss from any cause whatsoever, depreciation of any nature which shall also mean diminution in value howsoever arising of the insured property consequent upon its having sustained damage insured against and continuing after the repair of such damage wear and tear and mechanical or electrical breakdown failure or breakage.
2. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
3. Loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of any War Damage Insurance and Compensation legislation.
4. Any loss or damage related to or caused by:
  - i. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - ii. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
  - iii. the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clause (i) or (ii) above.
5. Any claims arising out of any liability assumed by the Insured by agreement, unless such liability would have attached to the Insured in the absence of such agreement.
6. Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission.

The indemnity provided by this Policy shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

### 7. NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and /or to put the public, or any section of the public in fear.

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon / Policy the burden of providing the contrary shall be upon the insured.

## **CONDITIONS**

### **1. Claims Procedure**

On the occurrence of any loss or damage the Insured shall as soon as reasonably possible give notice thereof in writing to the NOMINATED INSURER. The Insured shall give to the Sasria Company all such proofs and information in connection with the claim as may reasonably be required.

### **2. Subrogation**

The Insured shall at the request and at the expense of Sasria do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Sasria for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which Sasria shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under the Policy, whether such acts or things shall be or become necessary or required before or after the indemnification by Sasria.

### **3. Contribution**

If at the time any claim arises under this Policy there is any other existing insurance covering the same loss or damage Sasria shall not be liable to pay or contribute more than its rateable share of any loss or damage.

### **4. Precautions**

The Insured shall take all reasonable steps to safeguard against loss or damage to the Property described in the Schedule to this Policy.

### **5. Transfer**

Nothing contained in this Policy shall give any rights against Sasria to any person other than the Insured. Sasria shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

### **6. Arbitration**

- a. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine.
- b. Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against Sasria under this Policy.

### **7. Limitation**

In no case whatsoever shall Sasria be liable under this Policy after the expiration of 12 months from the happening of the event unless the claim is then the subject of Arbitration, or Court proceedings already instituted.

### **8. Average**

If the property insured hereby shall at the commencement of any destruction or damage to such property be of greater value than the total value on risk appearing in the Schedule to this Policy in the case of the Motor Dealer or Fleet Owner then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the loss accordingly.

**9. Total Loss of Property**

If any motor car or other vehicle described in the definition of "property" above be treated as a total loss by Sasria then all cover in terms of this Policy shall terminate in respect of such motor car or vehicle from the date of such total loss and no refund of premium shall be payable to the Insured.

**10. Premium**

Notwithstanding that the Period of Insurance stated in the Schedule to this Policy may be less than 12 months the minimum premium payable by the Insured shall be the full annual premium.

**11. Validity**

This Policy shall not be valid unless countersigned by the Nominated Insurer.

**12. Alteration of Use of Property Insured**

Sasria shall not be liable in respect of any loss of or damage to the property if at the time of such loss or damage the property was being used by the Insured or any person acting with the knowledge of the Insured in any manner which would ordinarily have required the property to be insured in a higher rated category than that used for determining the premium shown in the Schedule.

**13. Territorial Limitation**

The cover is restricted to property within the Republic of South Africa and if the property is in Namibia temporarily, that is for not more than 60 days.

**14. Cancellation**

This Policy may be cancelled at any time at the request of the Insured but in such cases no refund or pro-rata refund of premium shall become payable.

**15. Fraud**

If the claim be in any respect fraudulent and if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy and if any destruction or damage be occasioned by the willful act and with any connivance of the Insured, all benefit under this Policy shall be forfeited.

**16. Misrepresentation**

This Policy shall be voidable in the event of any material misrepresentation, misdescription or non-disclosure.

**17. Reporting Claims to Authorities**

All events which may give rise to a claim in terms of this policy must be reported to the South African Police as soon as reasonably possible.

**SPECIFIC CONDITION**

If, during the currency of this section, any driver's licence in favour of the insured or their authorised driver is endorsed, suspended or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the company immediately the insured have knowledge of such fact.

## Section IV CAR HIRE

### 1. Indemnity

- 1.1. This Section explains the terms and conditions of your Car Hire.
- 1.2. The Car Hire is managed by an independent service provider herein after referred to as the Company.
- 1.2.3. This Section is only applicable to Vehicles covered under Section 10 Ultimate Motor or Section 12 Motorcycle of this Policy as described in those Sections, as shown on the Policy Schedule and as follows:

Policy Section	Insured Event	Section Cover	Group Vehicle Choice	Rental Period
Section 10 Ultimate Motor	Theft & Hijack	Additional <b>(Automatic)</b>	Group B (Sedan)	30 days
	Accident & Accident Write Off	Optional Additional	Group B (Sedan) Group D (Automatic) Group K (Sport Utility Vehicle) Group M (LDV - Nissan NP 300) only	35 days
	Mechanical / Electrical Breakdown	Optional Additional	Group B (Sedan)	20 days
Section 12 Motorcycle	Theft & Hijack	Optional Additional	Group B (Sedan)	20 days
	Accident & Accident Write Off	Optional Additional	Group B (Sedan)	20 days
	Mechanical / Electrical Breakdown	Optional Additional	Group B (Sedan)	20 days

### 2. General terms and conditions

- 2.1. The Group of Vehicles from which the Company will provide you with a rental vehicle is subject to the type of Vehicle that is insured by this Policy.
- 2.2. Within the Group of Vehicles, the Company has the choice of what type of vehicle will be provided to you.
- 2.3. The Company will source the rental vehicle through a vehicle rental agent of its choice.
- 2.4. A rental vehicle is only available in the Republic of South Africa.
- 2.5. A rental vehicle will be provided as soon as possible depending on availability but within 24 hours of request.
- 2.6. The rental vehicle is supplied to you subject to all the terms and conditions, without exception or deviation, of the rental agreement of the selected car rental agent. Such rental agreement will be between you and the rental company. You will be required to complete and acknowledge the agreement when you take delivery of a rental vehicle.

- 
- 2.7. The basic general terms and conditions of such an agreement, which may change at any time without prior notice to you, are that you:
- 2.7.1. Only have use of the vehicle for a certain maximum period but you must return the vehicle sooner either on completion of repairs / service / settlement of the Total Loss claim/settlement of a cash-in-lieu claim of the insured vehicle.
  - 2.7.2. Transact with the Company with a credit card.
  - 2.7.3. Pay a non-refundable contract fee as specified by the Company.
  - 2.7.4. Pay a refundable deposit as specified by the Company for security of the vehicle and to cater for fines/penalties for any traffic offences while the rental vehicle is in your custody.
  - 2.7.5. Pay any first amount payable levied by the rental company if there is any loss or damage to the vehicle.
  - 2.7.6. Pay the extra costs per km as specified by the Company if the vehicle is used in excess of the mileage restriction per day specified by the Company.
  - 2.7.7. Will be the only person allowed to drive the rental vehicle. You may add other persons at an extra cost per person as specified by the Company.
  - 2.7.8. Only use the vehicle within the borders of the Republic of South Africa.

## Section V INCEPTION VALUE

### 1. Inception Value Policy

In the event that the vehicle insured by this policy is a total loss (i.e. stolen, hijacked or written off), the company shall settle the insured's claim as follows:

**1.1. If the vehicle is financed** the company shall pay the financial institution (any balance left over will be paid to the insured) the higher of:

a. the outstanding balance that the insured owes as at the date of loss; or

b. retail value as at the inception date of this Inception Value Policy;

1.1.1. less the retail value as at the date of loss;

1.1.2. less any excesses under this Inception Value Policy.

**1.2. If the vehicle is not financed** the company shall pay the insured the inception value: less

1.2.1. the retail value as at the date of loss;

1.2.2. any excesses under this Inception Value Policy.

**1.3. Definition of terms**

1.3.1. The company shall mean Renasa Insurance Company Limited;

1.3.2. Inception value shall be the retail value as at the inception of the Inception Value Policy with the company;

1.3.3. Retail value shall be determined as per the publication of the Mead & Mc Grouther Auto Dealers Digest; please note that IVP specifically excludes vehicle extras. That is, IVP insures only the basic vehicle's retail value without any adjustment for extras or vehicle condition.

1.3.4. Outstanding balance refers to the outstanding balance that the insured owes a financial institution as at the date of loss; less any:

1.3.4.1. overdue instalments and arrear interest as at the date of loss;

1.3.4.2. rebates the insured would have been entitled to had the insured settled the loan as at the date of loss;

1.3.4.3. refunds due to the insured or the financial institutions;

**1.4. Vehicle** shall be restricted codes 1 and/or code 2 as per the applicable Road Traffic Regulations in South Africa.

**1.5. Claims Processing Requirements:**

In order to consider processing your claims, the following documents are strictly required and form the condition of IVP cover:

1.5.1. **Agreement of Loss ("AoL") confirming the total loss of your vehicle:** we require original or certified copy of AoL signed by you and the insurer (or their authorised representative) of the underlying comprehensive policy covering your vehicle; and

**1.5.2. Deregistration or transfer of ownership documents:** we require original or certified copy of deregistration or transfer of ownership of your vehicle into the name of the insurer (or their authorised representative) of the underlying comprehensive policy on your vehicle; and

**1.5.3. Settlement letter from your bank for financed vehicles:** if your vehicle is financed - we require original or certified copy of the settlement letter from your bank stating the outstanding balance on your vehicle.

**1.6. Inception Value Policy does not pay the insured:**

1.6.1. if the underlying comprehensive insurance is repudiated or rejected;

1.6.2. if the underlying comprehensive policy is voided or cancelled;

1.6.3. for any amounts payable by the insured in respect of the underlying comprehensive insurance and this insurance policy (including, but not limited to outstanding premiums and the excess amounts applicable);

1.6.4. if you accepted cash settlement in lieu of writing off your vehicle.

## Section B: Specific terms and conditions

### 2. Terms and conditions: applicable to all aspects of this Inception Value Policy

#### 2.1. Premium Payments

2.1.1. If the insured places a stop payment on the payment of the premium, this Policy will automatically be cancelled from the date that the premium was due to be paid.

2.1.2. The company may change the amount of premium payable under this Policy at any time but if the company does thirty (30) days written notice of the change will be given to the insured.

#### 2.2. Grace Period

2.2.1. Should the insured have a claim during the grace period mentioned in the General Terms and Conditions, the company will not process the claim until the outstanding premiums has been received.

#### 2.3. If this insurance policy is cancelled due to the non-payment of premiums then cover shall terminate.

#### 2.4. Reinstatement of cancelled policy

If the insurance policy is cancelled due to the non-payment of premiums (either the comprehensive cover premium or the inception value premium) then notwithstanding that the comprehensive policy may be reinstated, the Inception Value Policy shall not be reinstated but may be reissued from the date that the insured requested reinstatement and the value shall be the retail value as at the inception of the replacement Inception Value Policy.

#### 2.5. Underlying Insurer Policy

All the terms, conditions, exclusions, exceptions and warranties (General and specific/special) applicable to the underlying policy are deemed to be incorporated and applicable to this policy with the exception that;

2.5.1. Any premium adjustment clause/condition shall not apply to this policy;

2.5.2. More specific terms, conditions, exclusions, exceptions and warranties shall override any other terms, conditions and warranties.

## Section 1 HOUSEOWNERS - GOLD

### 1. Indemnity

This Section covers your Dwelling as constructed and situated at the risk address as shown on the Policy Schedule. We will indemnify you for any loss, damage, costs and expenses described under:

- 1.1. Insured Events
- 1.2. Additional Cover
- 1.3. Optional Additional Cover only if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

We will not indemnify you for any losses whatsoever as described under Exceptions.

### 2. Basis of Indemnity

If you have chosen this Gold Houseowners Section it will be shown on the Policy Schedule. We will indemnify you:

- 2.1. On an Agreed Value basis
- 2.2. Average will not apply.

### 3. Insured Events

- 3.1. Fire, lightning, explosion
- 3.2. Malicious Damage
- 3.3. Storm, wind, water, hail, snow, flood
- 3.4. Earthquake and earth tremors due to mining activities
- 3.5. Theft if the dwelling is occupied and the occupants are present during the theft
- 3.6. Burglary
- 3.7. Bursting of pipes, water and fixed oil-heating apparatus including damage to the item itself
- 3.8. Impact by any object
- 3.9. Breakage and collapse of radio, television aerials, masts and satellite dishes.

### 4. Additional Cover

The following Additional Cover is automatically applicable:

#### 4.1. Accidental Damage (Standard)

We will pay for Accidental Damage to the Dwelling and its fixtures and fittings. There is no cover if the Dwelling is empty.

#### 4.2. Mains Connection Accidental Damage

We will pay for Accidental Damage to service cables, pipes, drains, sewers, gas, electricity, telephone connections and the like between your dwelling and the public supply point and for which you are legally responsible.

#### 4.3. Subsidence and Landslip (Standard)

We will pay for loss, damage or destruction caused by subsidence of the land supporting the Dwelling or landslip

**But excluding loss, damage or destruction caused by or arising from:**

- 4.3.1. Excavations other than mining excavations
- 4.3.2. Alterations, additions or repairs to the dwelling
- 4.3.3. The compaction of infill
- 4.3.4. Defective design, materials or workmanship
- 4.3.5. Normal settlement, shrinkage or expansion of the land supporting the Dwelling, or the Dwelling itself.

**Furthermore excluding loss, damage or destruction to:**

- 4.3.6. Buildings situated in areas that are identified / known as dolomitic areas
- 4.3.7. Solid floor slabs or any other part of the Dwelling resulting from the movement of such slabs, unless the foundations supporting the external walls of the Dwelling or its domestic outbuildings are damaged by the same cause at the same time
- 4.3.8. Swimming pools, tennis courts, patios, terraces, driveways, paths, septic or storage tanks, drains, water courses, walls, gates, posts and fences, unless the Dwelling or its domestic outbuildings are damaged by the same cause at the same time.

**We will also not be liable for:**

- 4.3.9 Construction work necessary to prevent further destruction or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the Dwelling and any subsequent additions thereto.

**4.4 Alterations and Additions**

If you advise us 60 (sixty) days before alterations are started, we will pay for loss of or damage to the Dwelling due to an Insured Event:

- 4.4.1. During the time of alterations at the dwelling
- 4.4.2. Of the capital additions and completed extensions

**But excluding:**

- 4.4.3. Cracking, collapse, subsidence caused fully or partly by the alterations
- 4.4.4. Theft even if the part was temporarily secured or covered
- 4.4.5. Accidental Damage.

**4.5 Alternative Accommodation / Rent**

If the dwelling cannot be lived in due to an Insured Event, we will pay for the:

- 4.5.1. Reasonable alternative accommodation and storage for you and your family, pets, domestic workers and gardeners who lived on the property at the time of the loss; or
- 4.5.2. Rent due to you if your property has been rented out

**Subject to:**

- 4.5.3. The reasonable time for you/tenant to return to your home but maximum 1 (one) year
- 4.5.4. We will decide on the alternative accommodation based on the reasonable costs for a home with equal value and location
- 4.5.5. We will pay a reasonable amount for a guesthouse while alternative accommodation is arranged but maximum for 14 (fourteen) days.

**4.6. Fire Extinguishing Costs**

We will pay for Fire Extinguishing costs following fire damage to the Dwelling or to prevent such damage.

**4.7. Professional Fees**

We will pay for the following Professional Fees following loss or damage due to an Insured Event:

4.7.1. Security Guards

4.7.2. Debris Removal

4.7.3. Temporary Fencing

4.7.4. Demolition

4.7.5. Building applications and legal work to rebuild/repair

4.7.6. Compliance with the latest building laws and regulations

4.7.7. Quantity/land surveyors, architects and engineers

4.7.8. Local authority inspection

**But excluding:**

4.7.9. Any costs or fees connected with any undamaged part of the dwelling

4.7.10. Costs to meet any Government or local authority requirements which you were aware of before the loss occurred.

**4.8. Garden Landscaping**

We will pay for costs to replace trees, shrubs, lawns and plants and to re-landscape your garden following loss or damage due to an Insured Event.

**4.9. Tree Removal**

If we authorise it, and if caused by an Insured Event, we will pay for the costs to remove:

4.9.1. Fallen trees

4.9.2. Trees that are threatening to fall and pose a danger to your dwelling or other persons' property.

**4.10. Power Surge**

We will pay for loss of or damage to the fixed equipment of the Dwelling due to a power surge, fluctuation or load shedding of the electrical power supplied by the local authority.

**4.11. Mechanical or Electrical Breakdown**

We will pay for the loss of or damage to fixed equipment of the Dwelling due to mechanical or electrical breakdown.

**4.12. Disability Alterations**

If you are accidentally injured or are injured due to an Insured Event in the Dwelling or on its premises and are left permanently disabled or immobile, we will pay for the cost to make alterations to your home to accommodate your disability. We will also pay towards a wheel chair but in total up to the specific Limit of Indemnity.

**4.13. Leak Detection and Repairs**

If we authorise it, we will pay for the costs to:

4.13.1. Trace the source of a water, gas or oil leak from such fixed domestic appliance and/or from the underground mains connections of such pipes, sewers and drains for which you are responsible

#### 4.13.2. Repair such leak

Provided that the first sign of the leakage is after the Inception Date of the Policy.

#### 4.14. Loss by Leakage of Water

We will pay for the costs charged by a local authority for water lost due to the bursting, breakage or leakage of pipes in your water mains system subject to the following:

4.14.1. When you discover the leak by physical evidence or by receiving an abnormally high water account, you must immediately take steps to repair the pipes

4.14.2. The water account consumption reading must be at least 50% more than the average of the previous 4 (four) monthly readings

4.14.3. The dwelling must not have been unoccupied for more than 60 (sixty) consecutive days

4.14.4. You are only covered for a maximum of 2 (two) incidents in a 12 (twelve) month period

#### But excluding:

4.14.5. Leaking taps, toilet systems, geysers and swimming pools.

#### 4.15. Temporary Removal of Fixtures and Fittings

If fixtures and fittings are removed for repair following an Insured Event, the cover is extended for 60 (sixty) days at the place of removal.

#### 4.16. Uninstalled Materials

Cover is extended to include Burglary from the dwelling of newly acquired fixtures, fittings, supplies and materials which have not yet been installed and have been purchased for the purpose of repair, alteration or renovation of the dwelling.

### 5. Optional Additional Cover

The following Optional Additional Cover is only applicable if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

#### 5.1. Accidental Damage (Extended)

We will pay for Accidental Damage to the Dwelling in excess of the cover specified under Additional Cover above. There is no cover if the Dwelling is vacant (empty).

#### 5.2. Subsidence and Landslip (Extended)

We will pay for loss, damage or destruction caused by subsidence, landslip, land heave of the land supporting the:

5.2.1. Main and other homes of the Dwelling

5.2.2. Outbuildings, garages, driveways, paving, swimming pools and tennis courts

5.2.3. But excluding loss, damage or destruction:

5.2.4. To boundary, retaining and garden walls, gate posts, fences, paths, terraces, swimming pool surroundings, septic or conservancy tanks and drains unless the buildings are also damaged at the same time

5.2.5. To solid floors slabs or any part of the dwelling due the movement of such slabs, unless the foundations of the dwelling supporting the external walls are also damaged at the same time

5.2.6. Due to normal settlement of the dwelling

5.2.7. Due to the expansion or contraction of active soils such as clay and similar type soils as a result of the change in its moisture or water content unless Geotechnical Engineering design precautions were implemented during construction

- 5.2.8. Due to defective or inadequate design, materials, workmanship, construction, compaction or infill
- 5.2.9. Due to removal or weakening of the support to the Dwelling
- 5.2.10. Due to excavations on or under the land (except mining operations)
- 5.2.11. Or work on the Dwelling that is necessary to prevent such further loss, damage or destruction unless the original construction and any additions thereto made provision for such proper design precautions.

You must prove that the loss, damage or destruction was caused by subsidence, landslip, land heave.

### **5.3. Green Building**

We will pay for the costs to install Green Building products following loss or damage due an Insured Event.

## **6. Tenants' Behaviour**

If your tenant fails to act in a way required by this Policy, you will still be covered provided that:

- 6.1. You do not agree to your tenant's act or failure to act
- 6.2. You do not know of such act or failure to act
- 6.3. You inform us of such act or failure to act as soon as you find out about it.

## **7. Reinstatement of Sum Insured**

We will not reduce the Sum Insured by the amount of a claim.

## **8. Reinstatement as Indemnity**

You may choose to reinstate the Dwelling. This means that we will repair or rebuild (on the same or another site) the Dwelling in the way that you want provided that:

- 8.1. You must make this choice within 6 (six) consecutive months after the damage or destruction
- 8.2. Reinstatement must begin and finish within a reasonable time
- 8.3. Our liability is not increased.

## **9. Thatch Protection Warranty**

If the roof construction of any of the buildings of the Dwelling is of thatch you warrant that:

- 9.1. The thatch has been treated with a fire retardant in accordance with the specifications of the Council for Scientific and Industrial Research (CSIR). This must be done every 5 (five) years and you must have a valid certificate to prove this
- 9.2. If we so require, a South African Bureau of Standards (SABS) approved lightning conductor has been installed
- 9.3. A 4,5 kg dry powder fire extinguisher has been installed
- 9.4. Bush, grass and weeds up to 25m from the Dwelling /Buildings will be cleared at all times
- 9.5. Branches/foilage of any trees near the thatch will be cut back at all times.

## **10. Exceptions A:**

We are not liable for loss, damage or destruction directly or indirectly caused by, due to or consisting of:

- 10.1. Defective or faulty design, materials, construction, workmanship
- 10.2. Gradual deterioration, lack of maintenance, wear and tear
- 10.3. Cracking, collapse, scratching, denting, chipping, tearing, disfiguration, discoloration, scorching

- 10.4. Vermin, rats, mice, insects, pests, infestations or domestic pets
- 10.5. Roots and weeds
- 10.6. Any process of cleaning, bleaching, dyeing, repairing, restoring, alteration
- 10.7. Chemicals, fertilizers, pesticides
- 10.8. Theft by your tenant, domestic employee, paying guest, house sitter
- 10.9. Malicious Damage if the house is rented out
- 10.10. Additional costs due to the unavailability of matching materials
- 10.11. Movement of the land supporting the Dwelling caused by storm or flood unless caused by flowing surface water.

**11. Exceptions B:**

We are not liable for storm, hail or flood damage to:

- 11.1. Paint when there is no structural damage
- 11.2. Unroofed or partially roofed structures
- 11.3. Free standing walls
- 11.4. Tennis courts
- 11.5. Swimming pool and spa covers and liners.

**12. Exception C: Unoccupancy**

We are not liable for any loss, damage or destruction if your Dwelling is unoccupied for more than 60 (sixty) consecutive days unless you tell us beforehand and we agree in writing to extend the cover.

## Section 2

### HOUSEOWNERS – STANDARD

#### 1. Indemnity

This Section covers your Dwelling as constructed and situated at the risk address as shown on the Policy Schedule. We will indemnify you for any loss, damage, costs and expenses described under:

- 1.1. Insured Events
- 1.2. Additional Cover
- 1.3. Optional Additional Cover only if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

We will not indemnify you for any losses whatsoever as described under Exceptions.

#### 2. Basis of Indemnity

If you have chosen this Standard Houseowners Section it will be shown on the Policy Schedule. We will indemnify you:

- 2.1. On a Replacement Value basis
- 2.2. Average will apply
- 2.3. We may automatically increase the Sum Insured of your Dwelling on Renewal Date to allow for inflation. You however remain responsible to ensure that the Sum Insured is adequate to cover your property.

#### 3. Insured Events

- 3.1. Fire, lightning, explosion
- 3.2. Malicious Damage
- 3.3. Storm, wind, water, hail, snow, flood
- 3.4. Earthquake and earth tremors due to mining activities
- 3.5. Theft if the Dwelling is occupied and the occupants are present during the theft
- 3.6. Burglary
- 3.7. Bursting of pipes, water and fixed oil-heating apparatus including damage to the item itself
- 3.8. Impact by any object
- 3.9. Breakage and collapse of radio, television aerials, masts and satellite dishes.

#### 4. Additional Cover

The following Additional Cover is automatically applicable:

##### 4.1. Accidental Damage (Standard)

We will pay for Accidental Damage to the Dwelling and its fixtures and fittings. There is no cover if the Dwelling is empty.

##### 4.2. Mains Connection Accidental Damage

We will pay for Accidental Damage to service cables, pipes, drains, sewers, gas, electricity, telephone connections and the like between your dwelling and the public supply point and for which you are legally responsible.

**4.3. Subsidence and Landslip (Standard)**

We will pay for loss, damage or destruction caused by subsidence of the land supporting the Dwelling or landslip

**But excluding loss, damage or destruction caused by or arising from:**

- 4.3.1. Excavations other than mining excavations
- 4.3.2. Alterations, additions or repairs to the Dwelling
- 4.3.3. The compaction of infill
- 4.3.4. Defective design, materials or workmanship
- 4.3.5. Normal settlement, shrinkage or expansion of the land supporting the Dwelling, or the Dwelling itself.

**Furthermore excluding loss, damage or destruction to:**

- 4.3.6. Buildings situated in areas that are identified /known as dolomitic areas;
- 4.3.7. Solid floor slabs or any other part of the Dwelling resulting from the movement of such slabs, unless the foundations supporting the external walls of the Dwelling or its domestic outbuildings are damaged by the same cause at the same time
- 4.3.8. Swimming pools, tennis courts, patios, terraces, driveways, paths, septic or storage tanks, drains, water courses, walls, gates, posts and fences, unless the Dwelling or its domestic outbuildings are damaged by the same cause at the same time.

**We will also not be liable for:**

- 4.3.9. Construction work necessary to prevent further destruction or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the Dwelling and any subsequent additions thereto.

**4.4. Alterations and Additions**

If you advise us 60 (sixty) days before alterations are started, we will pay for loss of or damage to the Dwelling due to an Insured Event:

- 4.4.1. During the time of alterations at the Dwelling
- 4.4.2. Of the capital additions and completed extensions

**But excluding:**

- 4.4.3. Cracking, collapse, subsidence caused fully or partly by the alterations
- 4.4.4. Theft even if the part was temporarily secured or covered
- 4.4.5. Accidental Damage.

**4.5. Alternative Accommodation / Rent**

If the Dwelling cannot be lived in due to an Insured Event, we will pay for the:

- 4.5.1. Reasonable alternative accommodation and storage for you and your family, pets, domestic workers and gardeners who lived on the property at the time of the loss; or
- 4.5.2. Rent due to you if your property has been rented out

**Subject to:**

- 4.5.3. The reasonable time for you/tenant to return to your home but maximum 1 (one) year
- 4.5.4. We will decide on the alternative accommodation based on the reasonable costs for a home with equal value and location

4.5.5. We will pay a reasonable amount for a guesthouse while alternative accommodation is arranged but maximum for 14 (fourteen) days.

**4.6. Fire Extinguishing Costs**

We will pay for Fire Extinguishing costs following fire damage to the Dwelling or to prevent such damage.

**4.7. Professional Fees**

We will pay for the following Professional Fees following loss or damage due to an Insured Event:

4.7.1. Security Guards

4.7.2. Debris Removal

4.7.3. Temporary Fencing

4.7.4. Demolition

4.7.5. Building applications and legal work to rebuild/repair

4.7.6. Compliance with the latest building laws and regulations

4.7.7. Quantity/land surveyors, architects and engineers

4.7.8. Local authority inspection

**But excluding:**

4.7.9. Any costs or fees connected with any undamaged part of the Dwelling

4.7.10. Costs to meet any Government or local authority requirements which you were aware of before the loss occurred.

**4.8. Garden Landscaping**

We will pay for costs to replace trees, shrubs, lawns and plants and to re-landscape your garden following loss or damage due to an Insured Event.

**4.9. Tree Removal**

If we authorise it, and if caused by an Insured Event, we will pay for the costs to remove:

4.9.1. Fallen trees

4.9.2. Trees that are threatening to fall and pose a danger to your Dwelling or other persons' property.

**4.10. Power Surge**

We will pay for loss of or damage to the fixed equipment of the Dwelling due to a power surge, fluctuation or load shedding of the electrical power supplied by the local authority.

**4.11. Mechanical or Electrical Breakdown**

We will pay for the loss of or damage to fixed equipment of the Dwelling due to mechanical or electrical breakdown.

**4.12. Disability Alterations**

If you are accidentally injured or are injured due to an Insured Event in the Dwelling or on its premises and are left permanently disabled or immobile, we will pay for the cost to make alterations to your home to accommodate your disability. We will also pay towards a wheel chair but in total up to the specific Limit of Indemnity.

**5. Optional Additional Cover**

The following Optional Additional Cover is only applicable if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

**5.1 Accidental Damage (Extended)**

We will pay for Accidental Damage to the Dwelling in excess of the cover specified under Additional Cover above. There is no cover if the Dwelling is vacant (empty).

**5.2 Subsidence and Landslip (Extended)**

We will pay for loss, damage or destruction caused by subsidence, landslip, land heave of the land supporting the:

- 5.2.1. Main and other homes of the Dwelling
- 5.2.2. Outbuildings, garages, driveways, paving, swimming pools and tennis courts

**But excluding loss, damage or destruction:**

- 5.2.3. To boundary, retaining and garden walls, gate posts, fences, paths, terraces, swimming pool surroundings, septic or conservancy tanks and drains unless the buildings are also damaged at the same time
- 5.2.4. To solid floors slabs or any part of the Dwelling due the movement of such slabs, unless the foundations of the Dwelling supporting the external walls are also damaged at the same time
- 5.2.5. Due to normal settlement of the Dwelling
- 5.2.6. Due to the expansion or contraction of active soils such as clay and similar type soils as a result of the change in its moisture or water content unless Geotechnical Engineering design precautions were implemented during construction
- 5.2.7. Due to defective or inadequate design, materials, workmanship, construction, compaction or infill
- 5.2.8. Due to removal or weakening of the support to the Dwelling
- 5.2.9. Due to excavations on or under the land (except mining operations)
- 5.2.10. Or work on the Dwelling that is necessary to prevent such further loss, damage or destruction unless the original construction and any additions thereto made provision for such proper design precautions.
- 5.2.11. You must prove that the loss, damage or destruction was caused by subsidence, landslip, land heave.

**6. Tenants' Behaviour**

If your tenant fails to act in a way required by this Policy, you will still be covered provided that:

- 6.1. You do not agree to your tenant's act or failure to act
- 6.2. You do not know of such act or failure to act
- 6.3. You inform us of such act or failure to act as soon as you find out about it.

**7. Reinstatement of Sum Insured**

We will not reduce the Sum Insured by the amount of a claim.

**8. Reinstatement as Indemnity**

You may choose to reinstate the Dwelling. This means that we will repair or rebuild (on the same or another site) the Dwelling in the way that you want provided that:

- 8.1. You must make this choice within 6 (six) consecutive months after the damage or destruction
- 8.2. Reinstatement must begin and finish within a reasonable time
- 8.3. Our liability is not increased.

**9. Thatch Protection Warranty**

If the roof construction of any of the buildings of the Dwelling is of thatch you warrant that:

- 9.1. The thatch has been treated with a fire retardant in accordance with the specifications of the Council for Scientific and Industrial Research (CSIR). This must be done every 5 (five) years and you must have a valid certificate to prove this
- 9.2. If we so require, a South African Bureau of Standards (SABS) approved lightning conductor has been installed
- 9.3. A 4,5 kg dry powder fire extinguisher has been installed
- 9.4. Bush, grass and weeds up to 25m from the Dwelling /Buildings will be cleared at all times
- 9.5. Branches/foilage of any trees near the thatch will be cut back at all times.

**10. Exceptions A:**

We are not liable for loss, damage or destruction directly or indirectly caused by, due to or consisting of:

- 10.1. Defective or faulty design, materials, construction, workmanship
- 10.2. Gradual deterioration, lack of maintenance, wear and tear
- 10.3. Cracking, collapse, scratching, denting, chipping, tearing, disfiguration, discoloration, scorching
- 10.4. Vermin, rats, mice, insects, pests, infestations or domestic pets
- 10.5. Roots and weeds
- 10.6. Any process of cleaning, bleaching, dyeing, repairing, restoring, alteration
- 10.7. Chemicals, fertilizers, pesticides
- 10.8. Theft by your tenant, domestic employee, paying guest, house sitter
- 10.9. Malicious Damage if the house is rented out
- 10.10. Additional costs due to the unavailability of matching materials
- 10.11. Movement of the land supporting the Dwelling caused by storm or flood unless caused by flowing surface water.

**11. Exceptions B:**

We are not liable for storm, hail or flood damage to:

- 11.1. Paint when there is no structural damage
- 11.2. Unroofed or partially roofed structures
- 11.3. Free standing walls
- 11.4. Tennis courts
- 11.5. Swimming pool and spa covers and liners

**12. Exception C: Unoccupancy**

We are not liable for any loss, damage or destruction if your Dwelling is unoccupied for more than 60 (sixty) consecutive days unless you tell us beforehand and we agree in writing to extend the cover.

## Section 3 HOUSEHOLDERS - GOLD

### 1. Indemnity

This Section covers your Household Contents of your Dwelling constructed and situated at the risk address as shown on the Policy Schedule. We will indemnify you for any loss, damage, costs and expenses described under:

- 1.1. Insured Events
- 1.2. Additional Cover
- 1.3. Optional Additional Cover only if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

We will not indemnify you for any losses whatsoever described under Exceptions.

### 2. Basis of Indemnity

If you have chosen this Gold Householders Section it will be shown on the Policy Schedule. We will indemnify you:

- 2.1. On an Agreed Value basis
- 2.2. Average will not apply
- 2.3. The Agreed Value will be increased by the amount shown on the Limit of Indemnity Schedule to allow for new possessions which you have acquired after we had agreed on the value of the Household Contents. You must however advise us within 60 (sixty) days of such acquisition and pay the extra premium.

### 3. Insured Events

- 3.1. Fire, lightning, explosion
- 3.2. Malicious Damage
- 3.3. Storm, wind, water, hail, snow, flood
- 3.4. Earthquake, earth tremors due to mining activities
- 3.5. Theft if the Dwelling is occupied and the occupants are present during the theft
- 3.6. Burglary
- 3.7. Bursting of pipes, water and fixed oil-heating apparatus **excluding** damage to the item itself
- 3.8. Impact by any object.

### 4. Additional Cover

The following Additional Cover is automatically applicable:

#### 4.1. Accidental Damage

We will pay for Accidental Damage to:

- 4.1.1. Electrical and Electronic Equipment and machinery
- 4.1.2. Mirrors, sheet glass on furniture or an appliance
- 4.1.3. Household Contents.

**4.2 Subsidence and Landslip (Standard)**

We will pay for loss, damage or destruction caused by subsidence of the land supporting the Dwelling or landslip

**But excluding loss, damage or destruction caused by or arising from:**

- 4.2.1. Excavations other than mining excavations
- 4.2.2. Alterations, additions or repairs to the Dwelling
- 4.2.3. The compaction of infill
- 4.2.4. Defective design, materials or workmanship
- 4.2.5. Normal settlement, shrinkage or expansion of the land supporting the Dwelling, or the Dwelling itself.

**Furthermore excluding loss, damage or destruction to:**

- 4.2.6. Buildings situated in areas that are identified /known as dolomitic areas;
- 4.2.7. Solid floor slabs or any other part of the Dwelling resulting from the movement of such slabs, unless the foundations supporting the external walls of the Dwelling or its domestic outbuildings are damaged by the same cause at the same time
- 4.2.8. Swimming pools, tennis courts, patios, terraces, driveways, paths, septic or storage tanks, drains, water courses, walls, gates, posts and fences, unless the Dwelling or its domestic outbuildings are damaged by the same cause at the same time.

**We will also not be liable for:**

- 4.2.9. Construction work necessary to prevent further destruction or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the Dwelling and any subsequent additions thereto.

**4.3. Money**

We will pay for loss of or damage to Money due to an Insured Event.

**4.4. Documents and Computer Data**

We will pay for loss of or damage to your personal and travel documents and computer data due to an Insured Event. We are only liable for the value of the materials and the cost of labour to reinstate the documents/data or obtaining duplicates. We are not liable for the value of the content thereof to you.

**4.5. Business Contents**

We will pay for loss of or damage to Business Contents due to an Insured Event.

**4.6. Keys and Locks**

We will pay for costs to replace Keys and Locks due to any loss or damage.

**4.7. Garden Furniture and Outdoor Items**

We will pay for loss of or damage to Garden Furniture and Outdoor Items due to an Insured Event.

**4.8. Garden Landscaping**

We will pay for costs to replace trees, shrubs, lawns and plants and to re-landscape your garden following loss or damage due to an Insured Event.

**4.9. Laundry**

We will pay for loss of or damage to laundry on a washing line due to an Insured Event.

**4.10. Temporary Removal and Transit**

- 4.10.1. The cover is extended to include loss or damage to the Household Contents which are temporarily removed from the Dwelling to a building at any of the following locations within the Territorial Limits. You are covered for the Insured Events **excluding** Theft:

4.10.1.1. A building, hotel in which you are temporarily residing

4.10.1.2. Another occupied private residence

4.10.1.3. A bank, safe, storage depot or other place of safety

4.10.1.4. A place of repair, renovation, upkeep.

4.10.2. We will also cover you while the Household contents are in transit between your Dwelling and the above buildings. You are covered for the Insured Events as well as vehicle collision and overturning of the conveying vehicle, or theft from a vehicle accompanied by violence or threats of violence.

#### **4.11. Permanent Removal and Transit**

If you advise us beforehand and we agree, we will pay for loss of or damage to the Household Contents which are permanently removed from the Dwelling:

4.11.1. To a storage facility within the Territorial Limits

4.11.2. While in transit between such storage facility and your new residence.

You are covered for the Insured Events as well as vehicle collision and overturning of the conveying vehicle, or theft from a vehicle accompanied by violence or threat of violence.

#### **4.12. Guests and Domestic Employees' Personal Effects**

Loss of or damage to Personal Effects belonging to your non-paying Guest or a Domestic Employee due to an Insured Event, if such contents are not insured elsewhere.

#### **4.13. Alternative Accommodation / Rent**

If the Dwelling cannot be lived in due to an Insured Event, we will pay for the:

4.13.1. Reasonable alternative accommodation and storage for you and your family, pets, domestic workers and gardeners who lived on the property at the time of the loss; or

4.13.2. Rent due to you if your property has been rented out

##### **Subject to:**

4.13.3. The reasonable time for you to return to your home but maximum 1 (one) year

4.13.4. We will decide on the alternative accommodation based on the reasonable costs for a home with equal value and location.

4.13.5. We will pay a reasonable amount for a guesthouse while alternative accommodation is arranged but maximum for 14 (fourteen) days.

#### **4.14. Fire Extinguishing Costs**

We will pay for Fire Extinguishing costs following fire damage to the Household Contents or to prevent such damage.

#### **4.15. Professional Fees**

We will pay for the following Professional Fees following loss or damage due to an Insured Event:

4.15.1. Security Guards

4.15.2. Debris Removal

**4.16. Loss by Leakage of Water**

We will pay for costs charged by a local authority for water lost due to the bursting, breakage or leakage of pipes in your water mains system subject to the following:

- 4.16.1. When you discover the leak by physical evidence or by receiving an abnormally high water account, you must immediately take steps to repair the pipes
- 4.16.2. The water account consumption reading must be at least 50% more than the average of the previous 4 (four) monthly readings
- 4.16.3. The dwelling must not have been unoccupied for more than 60 (sixty) consecutive days
- 4.16.4. You are only covered for 2 (two) incidents in a 12 (twelve) month period

**But excluding:**

- 4.16.5. Leaking taps, toilet systems, geysers and swimming pools.

**4.17. Fridge/Freezer Contents**

We will pay for deteriorated foodstuff in a fridge/freezer due to:

- 4.17.1. Power surge, fluctuation or load shedding of the electrical power supplied by the local authority
- 4.17.2. Mechanical or electrical breakdown of such unit
- 4.17.3. Accidental damage to such unit.

**4.18. Power Surge**

We will pay for loss of or damage to the electrical equipment of the Dwelling due to a power surge, fluctuation or load shedding of the electrical power supplied by the local authority.

**4.19. Medical Costs**

We will pay for the medical costs incurred as a result of an accident or bodily injury to:

- 4.19.1. person other than yourself, caused by a domestic animal owned by you:
- 4.19.2. guest or visitor, arising from any defect in the dwelling;
- 4.19.3. domestic staff in the course and scope of their employment with you.

**4.20. Veterinary Costs**

We will pay for the Veterinary costs incurred for your pet due to:

- 4.20.1. A road accident
- 4.20.2. Violence by burglars at your Dwelling.

**4.21. Accidental Death**

We will pay the compensation for your death as a direct result of your accidental bodily injury at the Dwelling.

**4.22. Students/Scholars' Property**

We will pay for loss of or damage to Household Contents belonging to your student child due to an Insured Event whilst kept at a boarding school, college, university or other student accommodation. Theft is excluded.

**4.23. Parents/Grandparents' Property**

We will pay for loss of or damage to Household Contents belonging to your parent/grandparent due to an Insured Event whilst kept at a nursing home or residential care home. This excludes Theft and money, bank cards, jewellery and watches.

**4.24. Fish Tank Contents**

We will pay for Accidental Damage to the tropical, fresh or sea water fish kept for recreational purposes in a fixed/unfixed fish tank or koi pond.

**4.25. Identity Theft**

If you are the victim of Identity Theft, we will pay your costs in trying to re-establish your credit history. These include your costs on this matter:

- 4.25.1. To obtain and correct your credit rating report
- 4.25.2. For telephone, internet, fax and postage expenses
- 4.25.3. For travel expenses
- 4.25.4. For unpaid leave taken off from work for this
- 4.25.5. To prepare legal statements, affidavits, statutory declarations required by the police, your bank or credit provider
- 4.25.6. To defend actions brought against you by retailers and collection agencies
- 4.25.7. To remove wrongly recorded civil judgments against you
- 4.25.8. Extra loan application fees for having to re-apply for a loan which is declined due to a false credit history
- 4.25.9. Legal fees that we agree upon

**But excluding:**

- 4.25.10. Costs recoverable from your bank, credit card or credit provider
- 4.25.11. Costs not supported by written evidence
- 4.25.12. Any costs relating to re-establishing your credit status or good name relating to any business activity
- 4.25.13. Payment of any debts due to Identity Theft
- 4.25.14. Speeding or parking fines or infringements
- 4.25.15. Costs to re-establish your identity or credit records outside the Republic of South Africa.

**5. Optional Additional Cover**

The following Optional Additional Cover is only applicable if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

**5.1. Accidental Damage**

- 5.1.1. We will pay for the Accidental Damage to the Household Contents of the Dwelling in excess of the cover specified under Additional Cover above
- 5.1.2. If you have selected cover under the Field & Stream Section 5, we will extend Accidental Damage cover to those items, subject to the limit specified on the Limit of Indemnity Schedule.

**5.2. Subsidence and Landslip**

We will pay for loss, damage or destruction caused by subsidence, landslip, land heave of the land supporting the Dwelling

**But Excluding loss, damage or destruction:**

- 5.2.1. Due to normal settlement of the Dwelling
- 5.2.2. Due to the expansion or contraction of active soils such as clay and similar type soils as a result of the change in its moisture or water content
- 5.2.3. Due to defective or inadequate design, materials, workmanship, construction, compaction or infill
- 5.2.4. Due to removal or weakening of the support to the Dwelling

5.2.5. Due to excavations on or under the land (except mining operations).

You must prove that the loss, damage or destruction was caused by subsidence, landslip, land heave.

**5.3. Bed and Breakfast**

If you use the Dwelling as a Bed and Breakfast business (not more than 4 bedrooms) we will extend the cover at the Dwelling for:

5.3.1. External Signs

Loss or damage to external signs due to an Insured Event.

5.3.2. Stock-in-trade

Loss or damage to stock-in-trade.

5.3.3. Personal Effects of Guest

Loss or damage to the Personal Effects belonging to your paying Guest due to an Insured Event, **excluding** theft, if such contents are not insured elsewhere.

5.3.4. Laundry of Guests

Accidental loss or damage to the laundry of a paying Guest while you or another service provider clean /dry-cleans it upon the Guest's instruction.

5.3.5. Trauma of Guests

Fees charged by a registered professional counselor to treat a traumatized paying Guest following an Insured Event at the Dwelling.

5.3.6. Seasonal Increase

The Sum Insured for this extension will automatically be increased by the amount shown on the Limit of Indemnity Schedule to allow for official provincial school holidays, long weekends and by prior approval with us for any other period.

**6. Optional Limited Cover**

The following Optional Limited Cover is only applicable if you have requested this cover. This will be shown on the Policy Schedule.

6.1. Only Insured Events Cover

We will indemnify you for loss or damage due to an Insured Event only. We will not indemnify you for any cover as described under Additional Cover or Optional Additional Cover.

**7. Reinstatement of Sum Insured**

We will not reduce the Sum Insured by the amount of a claim.

**8. Territorial Limits**

Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Mozambique, Malawi, Zambia.

**9. Burglar Proof and Security Gate Warranty**

If we required and/or you declared that Burglar Proof and Security Gates have been installed at your Dwelling you warrant that such:

9.1. Burglar proofing has been installed in front of all windows

9.2. Security Gates have been installed in front of all external doors

9.3. Burglar proofing and Security Gates will be locked when you leave the premises of the Dwelling.

**10. Burglar Alarm Warranty**

If we required the installation of a Burglar Alarm and/or you declared that a Burglar Alarm has been installed at your Dwelling we will show this on the Policy Schedule and you warrant that such alarm:

- 10.1. has been installed
- 10.2. is attached (coupled) to an armed response unit
- 10.3. is subject to a valid and current contract with such burglar alarm / response unit services
- 10.4. will be activated when you leave the Dwelling / premises
- 10.5. will be maintained in proper working condition at all times and tested at regular intervals to ensure its proper functioning
- 10.6. must display an event log and that all alarm activations and de-activations be logged. We are entitled to request full information of the event log.

There will be no cover if the perpetrator(s) gained access to the Dwelling by use of keys, the keypad code or remote control of the burglar alarm unless it was obtained by violence or threat of violence to you or the valid holder thereof.

**11. Thatch Protection Warranty**

If the roof construction of any building of the Dwelling is of thatch you warrant that:

- 11.1. The thatch has been treated with a fire retardant in accordance with the specifications of the Council for Scientific and Industrial Research (CSIR). This must be done every 5 (five) years and you must have a valid certificate to prove this
- 11.2. If we so require, a South African Bureau of Standards (SABS) approved lightning conductor has been installed
- 11.3. A 4,5 kg dry powder fire extinguisher has been installed
- 11.4. Bush, grass and weeds up to 25m from the Dwelling /Buildings will be cleared at all times
- 11.5. Branches/foilage of any trees near the thatch will be cut back at all times.

**12. Firearm / Gun Warranty**

You warrant that any fire arm/gun will be locked in a safe approved by the South African Bureau of Standards (SABS) and secured in a manner as prescribed by the Firearms Control Act (Act No.60 of 2000) when not in use or on your person.

**13. Locked Safe Warranty**

You warrant that any item of jewellery or watches over the item limit shown on the Limit of Indemnity Schedule will be kept in a safe fixed to the building when not in use or on your person.

**14. Exceptions A:**

We are not liable for loss, damage or destruction directly or indirectly caused by, due to or consisting of:

- 14.1. Theft from the Dwelling while the lent, let or sublet
- 14.2. Defective or faulty design, materials, construction, workmanship
- 14.3. Gradual deterioration, lack of maintenance, wear and tear
- 14.4. Cracking, collapse, scratching, denting, chipping, tearing, disfiguration, discoloration, scorching
- 14.5. Vermin, rats, mice, insects, pests, infestations or domestic pets
- 14.6. Any process of cleaning, bleaching, dyeing, repairing, restoring, alteration

- 14.7. Chemicals, fertilizers, pesticides
- 14.8. Theft by your tenant, domestic employee, paying guest, house sitter
- 14.9. Malicious Damage if the house is rented out
- 14.10. Additional costs due to the unavailability of matching materials
- 14.11. Over-winding of mechanical apparatus, watches, clocks
- 14.12. Accidental damage to glassware, mirrors, crystal, crockery while these items are being used, cleaned or carried about by hand.

**15. Exceptions B:**

We are not liable for loss or damage to:

- 15.1. Property specifically insured under Section 9 All Risks
- 15.2. Stamp Collections
- 15.3. Coin Collections
- 15.4. Bicycle/Pedal cycle at the Dwelling if unattended or not securely locked to a fixed structure or to a carrier on a motor vehicle.

**16. Exceptions C:**

We are not liable for loss or damage for any of the following items which have a single article value over the limit shown on the Limit of Indemnity Schedule: precious metals/stones, furs, watches, rugs, carpets, paintings, art work, fine art work, pairs and sets. We will not pay anything for the item if it is valued over such single article limit, as per the asset inventory valuation.

**17. Exception D: Unoccupancy**

We are not liable for any loss, damage or destruction if your Dwelling is unoccupied for more than 30 consecutive days unless you tell us beforehand and we agree in writing to extend the cover.

## Section 4 HOUSEHOLDERS - STANDARD

### 1. Indemnity

This Section covers your Household Contents of your Dwelling constructed and situated at the risk address as shown on the Policy Schedule. We will indemnify you for any loss, damage, costs and expenses described under:

- 1.1. Insured Events
- 1.2. Additional Cover
- 1.3. Optional Additional Cover only if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

We will not indemnify you for any losses whatsoever described under Exceptions.

### 2. Basis of Indemnity

If you have chosen this Standard Householders Section it will be shown on the Policy Schedule. We will indemnify you:

- 2.1. On a Replacement Value basis
- 2.2. Average will apply

We may automatically increase the Sum Insured of your Household Contents on Renewal Date to allow for inflation. You however remain responsible to ensure that the Sum Insured is adequate to cover your property.

### 3. Insured Events

- 3.2. Fire, lightning, explosion
- 3.3. Malicious Damage
- 3.4. Storm, wind, water, hail, snow, flood
- 3.5. Earthquake, earth tremors due to mining activities
- 3.6. Theft if the Dwelling is occupied and the occupants are present during the theft
- 3.7. Burglary
- 3.8. Bursting of pipes, water and fixed oil-heating apparatus **excluding** damage to the item itself
- 3.9. Impact by any object.

### 4. Additional Cover

The following Additional Cover is automatically applicable:

#### 4.1. Accidental Damage

We will pay for Accidental Damage to:

- 4.1.1. Electrical and Electronic Equipment and machinery
- 4.1.2. Mirrors, sheet glass on furniture or an appliance
- 4.1.3. Household Contents

#### 4.2. Money

We will pay for loss of or damage to Money due to an Insured Event.

**4.3 Subsidence and Landslip (Standard)**

We will pay for loss, damage or destruction caused by subsidence of the land supporting the Dwelling or landslip

**But excluding loss, damage or destruction caused by or arising from:**

- 4.3.1. Excavations other than mining excavations
- 4.3.2. Alterations, additions or repairs to the Dwelling
- 4.3.3. The compaction of infill
- 4.3.4. Defective design, materials or workmanship
- 4.3.5. Normal settlement, shrinkage or expansion of the land supporting the Dwelling, or the Dwelling itself.

**Furthermore excluding loss, damage or destruction to:**

- 4.3.6. Buildings situated in areas that are identified /known as dolomitic areas;
- 4.3.7. Solid floor slabs or any other part of the Dwelling resulting from the movement of such slabs, unless the foundations supporting the external walls of the Dwelling or its domestic outbuildings are damaged by the same cause at the same time
- 4.3.8. Swimming pools, tennis courts, patios, terraces, driveways, paths, septic or storage tanks, drains, water courses, walls, gates, posts and fences, unless the Dwelling or its domestic outbuildings are damaged by the same cause at the same time.

**We will also not be liable for:**

- 4.3.9. Construction work necessary to prevent further destruction or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the Dwelling and any subsequent additions thereto.

**4.4. Documents and Computer Data**

We will pay for loss of or damage to your personal and travel documents and computer data due to an Insured Event. We are only liable for the value of the materials and the cost of labour to reinstate the documents/data or obtaining duplicates. We are not liable for the value of the content thereof to you.

**4.5. Business Contents**

We will pay for loss of or damage to Business Contents due to an Insured Event.

**4.6. Keys and Locks**

We will pay for costs to replace Keys and Locks due to any loss or damage.

**4.7. Garden Furniture and Outdoor Items**

We will pay for loss of or damage to Garden Furniture and Outdoor Items due to an Insured Event.

**4.8. Garden Landscaping**

We will pay for costs to replace trees, shrubs, lawns and plants and to re-landscape your garden following loss or damage due to an Insured Event.

**4.9. Laundry**

We will pay for loss of or damage to laundry on a washing line due to an Insured Event.

**4.10. Permanent Removal and Transit**

If you advise us beforehand and we agree, we will pay for loss of or damage to the Household Contents which are permanently removed from the Dwelling:

- 4.10.1. To a storage facility within the Territorial Limits.
- 4.10.2. While in transit between such storage facility and your new residence.

You are covered for the Insured Events as well as vehicle collision and overturning of the conveying vehicle, or theft from a vehicle accompanied by violence or threats of violence.

**4.11. Guests and Domestic Employees' Personal Effects**

Loss of or damage to Personal Effects belonging to your non-paying Guest or a Domestic Employee due to an Insured Event, if such contents are not insured elsewhere.

**4.12. Alternative Accommodation / Rent**

If the Dwelling cannot be lived in due to an Insured Event, we will pay for the:

- 4.12.1. Reasonable alternative accommodation and storage for you and your family, pets, domestic workers and gardeners who lived on the property at the time of the loss; or
- 4.12.2. Rent due to you if your property has been rented out

**Subject to:**

- 4.12.3. The reasonable time for you to return to your home but maximum 1 (one) year
- 4.12.4. We will decide on the alternative accommodation based on the reasonable costs for a home with equal value and location
- 4.12.5. We will pay a reasonable amount for a guesthouse while alternative accommodation is arranged but maximum for 14 (fourteen) days.

**4.13. Fire Extinguishing Costs**

We will pay for Fire Extinguishing costs following fire damage to the Household Contents or to prevent such damage.

**4.14. Professional Fees**

We will pay for the following Professional Fees following loss or damage due to an Insured Event:

- 4.14.1. Security Guards
- 4.14.2. Debris Removal.

**4.15. Fridge/Freezer contents**

We will pay for deteriorated foodstuff in a fridge/freezer due to:

- 4.15.1. Power surge, fluctuation or load shedding of the electrical power supplied by the local authority
- 4.15.2. Mechanical or electrical breakdown of such unit
- 4.15.3. Accidental damage to such unit.

**4.16. Power Surge**

We will pay for loss of or damage to the electrical equipment of the Dwelling due to a power surge, fluctuation or load shedding of the electrical power supplied by the local authority.

**4.17. Medical Costs**

We will pay for the medical costs incurred as a result of an accident or bodily injury to:

- 4.17.1. person other than yourself, caused by a domestic animal owned by you;
- 4.17.2. guest or visitor, arising from any defect in the dwelling;
- 4.17.3. domestic staff in the course and scope of their employment with you.

**4.18. Veterinary Costs**

We will pay for the Veterinary costs incurred for your pet due to:

- 4.18.1. A road accident
- 4.18.2. Violence by burglars at your Dwelling.

**4.19. Accidental Death**

We will pay the compensation for your death as a direct result of your accidental bodily injury at the Dwelling.

**5. Optional Limited Cover****5.1. Only Insured Events Cover**

We will indemnify you for loss or damage due to an Insured Event only. We will not indemnify you for any cover as described under Additional Cover.

**6. Reinstatement of Sum Insured**

We will not reduce the Sum Insured by the amount of a claim.

**7. Territorial Limits**

Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Mozambique, Malawi, Zambia.

**8. Burglar Proof and Security Gate Warranty**

If we required and/or you declared that Burglar Proof and Security Gates have been installed at your Dwelling you warrant that such:

- 8.1. Burglar proofing has been installed in front of all windows
- 8.2. Security Gates have been installed in front of all external doors
- 8.3. Burglar proofing and Security Gates will be locked when you leave the premises of the Dwelling.

**9. Burglar Alarm Warranty**

If we required the installation of a Burglar Alarm and/or you declared that a Burglar Alarm has been installed at your Dwelling we will show this on the Policy Schedule and you warrant that such alarm:

- 9.1. has been installed
- 9.2. is attached (coupled) to an armed response unit
- 9.3. is subject to a valid and current contract with such burglar alarm / response unit services
- 9.4. will be activated when you leave the Dwelling / premises
- 9.5. will be maintained in proper working condition at all times and tested at regular intervals to ensure its proper functioning
- 9.6. must display an event log and that all alarm activations and de-activations be logged. We are entitled to request full information of the event log

There will be no cover if the perpetrator(s) gained access to the Dwelling by use of keys, the keypad code or remote control of the burglar alarm unless it was obtained by violence or threat of violence to you or the valid holder thereof.

**10. Thatch Protection Warranty**

If the roof construction of any building of the Dwelling is of thatch you warrant that:

- 10.1. The thatch has been treated with a fire retardant in accordance with the specifications of the Council for Scientific and Industrial Research (CSIR). This must be done every 5 (five) years and you must have a valid certificate to prove this
- 10.2. If we so require, a South African Bureau of Standards (SABS) approved lightning conductor has been installed
- 10.3. A 4,5 kg dry powder fire extinguisher has been installed
- 10.4. Bush, grass and weeds up to 25m from the Dwelling /Buildings will be cleared at all times
- 10.5. Branches/foliage of any trees near the thatch will be cut back at all times.

**11. Firearm / Gun Warranty**

You warrant that any fire arm/gun will be locked in a safe approved by the South African Bureau of Standards (SABS) and secured in a manner as prescribed by the Firearms Control Act (Act No.60 of 2000) when not in use or on your person.

**12. Locked Safe Warranty**

You warrant that any item of jewellery or watches over the item limit shown on the Limit of Indemnity Schedule will be kept in a safe fixed to the building when not in use or on your person.

**13. Exceptions A:**

We are not liable for loss, damage or destruction directly or indirectly caused by, due to or consisting of:

- 13.1.1. Theft from the Dwelling while the lent, let or sublet
- 13.1.2. Defective or faulty design, materials, construction, workmanship
- 13.1.3. Gradual deterioration, lack of maintenance, wear and tear
- 13.1.4. Cracking, collapse, scratching, denting, chipping, tearing, disfiguration, discoloration, scorching
- 13.1.5. Vermin, rats, mice, insects, pests, infestations or domestic pets
- 13.1.6. Any process of cleaning, bleaching, dyeing, repairing, restoring, alteration
- 13.1.7. Chemicals, fertilizers, pesticides
- 13.1.8. Theft by your tenant, domestic employee, paying guest, house sitter
- 13.1.9. Malicious Damage if the house is rented out
- 13.1.10. Additional costs due to the unavailability of matching materials
- 13.1.11. Over-winding of mechanical apparatus, watches, clocks

**14. Exceptions B:**

We are not liable for loss or damage to:

- 15.1. Property specifically insured under Section 9 All Risks
- 15.2. Stamp Collections
- 15.3. Coin Collections
- 15.4. Bicycle/Pedal cycle at the Dwelling if unattended or not securely locked to a fixed structure or to a carrier on a motor vehicle.

**15. Exceptions C:**

We are not liable for loss or damage for:

- 15.1. Any amount over 1/3 of the Sum Insured of the Household Goods for the following items in total : Jewellery, precious metals/stones, furs, watches, rugs, carpets
- 15.2. Any of the following items which have a single article value over the limit shown on the Limit of Indemnity Schedule: precious metals/stones, furs, watches, rugs, carpets, paintings, art work, fine art work, pairs and sets. We will not pay anything for the item if it is valued over such single article limit.

**16. Exception D: Unoccupancy**

We are not liable for any loss, damage or destruction if your Dwelling is unoccupied for more than 30 consecutive days unless you tell us beforehand and we agree in writing to extend the cover.

## Section 5 FIELD & STREAM

### 1. Indemnity

This Section covers your hunting Trophies at your residential or office premises at the risk address as shown on the Policy Schedule. We will indemnify you for any loss, damage, costs and expenses described under:

- 1.1. Insured Events
- 1.2. Additional Cover
- 3.1. Optional Additional Cover only if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

We will not indemnify you for any losses whatsoever described under Exceptions.

### 2. Basis of Indemnity

If you have chosen this Field and Stream Section it will be shown on the Policy Schedule. We will indemnify you:

- 2.1. On an itemised basis as shown on the Policy Schedule. You must insure all your Trophies
- 2.2. On an Agreed Value basis
- 2.3. Average will not apply to an individual Trophy. However as you must specify all your Trophies we will apply Average to your collection of Trophies if it is found that you have not insured all your Trophies.

### 3. Insured Events

- 3.1. Fire, lightning, explosion
- 3.2. Malicious Damage
- 3.3. Storm, wind, water, hail, snow, flood
- 3.4. Earthquake, earth tremors due to mining activities
- 3.5. Theft if the building is occupied and the occupants are present during the theft
- 3.6. Burglary. Burglary from any outbuilding is limited to the amount shown in the Limit of Indemnity Schedule
- 3.7. Bursting of pipes, water and fixed oil-heating apparatus **excluding** damage to the item itself
- 3.8. Impact by any object.

### 4. Additional Cover

The following Additional Cover is automatically applicable:

#### 4.1. Additional Location

The cover is extended to include loss or damage due to an Insured Event while the Trophy is at/in:

- 4.1.1. Taxidermist
- 4.1.2. Location of the hunt
- 4.1.3. Another occupied private residence
- 4.1.4. Another building in which you are temporarily residing
- 4.1.5. A vehicle for transportation during a permanent change in the risk address

Provided that Theft cover is:

- 4.1.6. From inside the occupied buildings of the above locations
- 4.1.7. Limited to the amount on the Limit of Indemnity Schedule for Theft from a domestic outbuilding.

**4.2. Fire Extinguishing Costs**

We will pay for Fire Extinguishing costs following fire damage to the Trophies or to prevent such damage.

**4.3. Removal and Storage Costs**

If we have accepted a claim under this Section, we will pay the costs up to the amount shown in the Limit of Indemnity Schedule:

- 4.3.1. To remove the Trophy from the risk address to a storage depot / place of safety
- 4.3.2. For storage costs at such storage depot / place of safety.

**4.4. Veterinary Costs**

We will pay for the Veterinary costs incurred for your hunting/gun dog(s) due to:

- 4.4.1. A road accident whilst in transit to/from a hunt
- 4.4.2. An accident during the hunt.

**4.5. Replacement Hunting**

If we have accepted a Total Loss claim under this Section, we will also pay for the following costs in respect of the Insured Hunter shown on the Policy Schedule hunting a replacement Trophy:

- 4.5.1. Catered Accommodation excluding costs of drinks
- 4.5.2. Daily hunting fees
- 4.5.3. Replacement Animal
- 4.5.4. Taxidermy per animal
- 4.5.5. Fuel
- 4.5.6. Ancillary expenses such as skinning, caping, salt, preparation of meat, spices, skins and the use of a farm vehicle
- 4.5.7. Registration in the record book and certificate/plaque for Rowland Ward and /or Safari Club International (S.C.I.)

**Subject to:**

- 4.5.8. The replacement Trophy must be taken by the Insured Hunter shown on the Policy Schedule
- 4.5.9. Cover is strictly for South African residents only
- 4.5.10. The Insured Hunter must be in possession of the necessary provincial or national hunting licence or permit
- 4.5.11. Cover is provided for normal fees paid by South African hunters only.
- 4.5.12. All animals must be hunted according to applicable legislation
- 4.5.13. The amounts shown in the Limit of Indemnity Schedule for each type of cover
- 4.5.14. The replacement hunt must take place within 1 (one) year of the Date of Loss
- 4.5.15. The Insured Hunter has 10 (ten) days in which to replace the Trophy (Trophies). If he is unable to replace the Trophy by replacement hunting and upon written confirmation thereof from the game farm, we will pay the Agreed Value as specified in the Policy Schedule for the lost Trophy
- 4.5.16. The replacement of a Trophy must be on a "like for like" basis. If the Insured Hunter wants to replace the Trophy with an animal of greater value, the additional costs will be for your own account. Our decision in this regard is final

- 4.5.17. If the replacement animal is wounded and lost, the claim will be considered as settled i.e. we will pay the costs as noted for the replacement hunting but we will not pay the Agreed Value of the Trophy that was being replaced. This means we will not pay the costs for the replacement hunt as well as the Agreed Value as if the replacement hunt was not undertaken
- 4.5.18. Where relevant you must provide us with a Roland Ward or a Safari Club International certificate of the replacement Trophy
- 4.5.19. If the Insured Hunter is unable to replace the Trophy in person, this Replacement Hunting extension will not be applicable. We will then only pay the Agreed Value as specified in the Policy Schedule for the lost Trophy.

#### **4.6. Meat In Transit**

We will pay for the loss of the meat of the actual animal(s) taken by the Insured Hunter during a replacement hunt as a direct result of the vehicle in which the trophy/meat is being transported:

- 4.6.1. Is in an accident
- 4.6.2. Suffers mechanical or electrical breakdown

Subject to:

- 4.6.3. The loss being discovered during or immediately following the hunt
- 4.6.4. The amount shown in the Limit of Indemnity Schedule.

### **5. Additional Cover**

The following Additional Cover is automatically applicable.

#### **5.1. Accidental Damage**

We will pay for Accidental Damage to the Trophy up to the limit as specified in the Limit of Indemnity Schedule.

### **6. No Reinstatement of Sum Insured**

If we have indemnified you in respect of the Total Loss of any Trophy, we will delete that item from the Policy Schedule. You must advise us to insure any replacement item and provide us with the new description of such item.

### **7. Territorial Limits**

- 7.1. Trophies are covered in the Republic of South Africa
- 7.2. Hunting and Replacement Hunting is covered in the Republic of South Africa as well as Namibia.

### **8. Special Conditions:**

- 8.1. You must insure all your Trophies and have them listed on the Policy Schedule. If you do not comply we will apply Average to your collection of Trophies
- 8.2. You must advise us of each new Trophy you obtain so that this can be added to the Policy Schedule and to ensure that we do not apply Average
- 8.3. You must prove the existence of each Trophy by providing us with a photograph and/or a Rowland Ward or a Safari Club International certificate.
- 8.4. On Renewal or annual update of the Policy, you must provide us with an updated list of all your Trophies
- 8.5. We cannot guarantee that a true Trophy (i.e. a Rowland Ward or a Safari Club International Trophy) will be taken or provided. A reason may for example be that the Trophy is slightly smaller or bigger.

**9. Exceptions A:**

We are not liable for loss, damage or destruction directly or indirectly caused by, due to or consisting of:

- 9.1. Theft from the buildings while lent, let or sublet
- 9.2. Theft from an unattended vehicle
- 9.3. Trophies in the open
- 9.4. Gradual deterioration, lack of maintenance, wear and tear
- 9.5. Vermin, rats, mice, insects, pests, infestations or domestic pets
- 9.6. Any process of cleaning, bleaching, dyeing, repairing, restoring, alteration
- 9.7. Chemicals, fertilizers, pesticides
- 9.8. Cracking, collapse, scratching, denting, chipping, tearing, disfiguration, discoloration, scorching
- 9.9. Defective or poor workmanship of any Taxidermist
- 9.10. Ill treatment and/or poor preparation on site
- 9.11. Poor capping, lack of care of the animal, skin or skull
- 9.12. Hairslip
- 9.13. Any unexplained loss of a Trophy from a Taxidermist
- 9.14. Deliberate damage as a result of family feuding (for example in the process of divorce unless appropriate criminal charges are laid and pursued)
- 9.15. Additional costs due to the unavailability of matching materials
- 9.16. Accidental damage to skins.

**10. Exceptions B:**

We are not liable for loss or damage to:

- 10.1. Any animal that cannot be legally hunted
- 10.2. Any endangered or prohibited species. These may include but are not limited to Elephant, Rhino (black and white), Hippo, Crocodile, Lion, Leopard, Cheetah, Roan, Sable, Tsessebe, Fallow Deer
- 10.3. Any non-indigenous specie
- 10.4. Any animal/Trophy taken in commercial or culling operations
- 10.5. Any animal during the hunt or during recovery thereafter
- 10.6. Trophies not taken by you
- 10.7. Trophies that you have purchased from or that have been given to you by a third party
- 10.8. Items that are normally considered to be curios and /or are further defined as, but not limited to:
  - 10.8.1. Hat hangers, horns or part of horns used as displays or light fittings
  - 10.8.2. Karosses, coverings for ottomans, furniture such as kudu leather and buffalo or elephant hide.
- 10.9. Trophies more specifically insured elsewhere
- 10.10. Hunting / Gun dogs including their injury other than the Veterinary Expenses provided herein
- 10.11. Any process of law.

**11. Exceptions C:**

We are not liable for loss or damage for:

- 11.1. "Missed shot" charges
- 11.2. The repair of bullet holes
- 11.3. A different Trophy being taken from the Taxidermist.

## Section 6 PERSONAL ACCIDENT

### 1. Indemnity

This Section covers the Insured Person named in the Policy Schedule who is involved in an accident and who consequently suffers death or bodily injury resulting in disablement or medical expenses being incurred within a period of 12 (twelve) consecutive months of such accident. We will compensate you for:

- 1.1. Death according to the Compensation amount shown on the Policy Schedule
- 1.2. Permanent Total Disablement according to the Compensation Table and Compensation amount shown on the Policy Schedule
- 1.3. Temporary Total Disablement according to the Compensation amount stated in the Policy Schedule. This amount is a weekly amount which we will pay for the period of the disablement up to a maximum of 104 (one hundred and four) weeks. Your Excess is the amount equal to 1 (one) week.
- 1.4. Medical Expenses
- 1.5. Additional Cover.

We will not indemnify you for any losses whatsoever as described under Exceptions.

### 2. Compensation Table

No.	Description of the Injury: Loss of :	Percentage of Compensation
2.1	One or more limbs	100%
2.2	Four entire fingers on one hand	75%
2.3	Entire Thumb	25%
2.4	Entire Index finger	15%
2.5	Any other entire finger	6%
2.6	All toes on one foot	32%
2.7	Entire Big toe	4%
2.8	Any other entire toe	3%
2.9	Hearing – both ears	80%
2.10	Hearing – one ear	20%
2.11	Sight – both eyes	100%
2.12	Sight – one eye	100%
2.13	Sight – except light perception	75%
2.14	Lens	75%
2.15	Speech	75%
2.16	If an injury is not specifically listed, we will pay an amount that is consistent with the provisions of the above list.	

### 3. Additional Cover

#### 3.1. Life Support Equipment

- 3.1.1. We will pay the cost for Life Support Equipment. We will only be liable if you do not have any other cover elsewhere for this.
- 3.1.2. If the Insured Person was dependent on Life Support Equipment during the 12 (twelve) month period leading up to death, such twelve month period will be extended to include the period(s) he/she was on such equipment provided that this period(s) were longer than 3 (three) days each.

#### 3.2. Bereavement Compensation

If the Insured Person dies, we will pay the Bereavement Compensation over and above the Death Compensation.

#### 3.3. Mobility Equipment

If the Insured Person is compensated for Permanent Total Disablement and is permanently dependent on a wheelchair, we will in addition pay the Mobility Equipment Compensation towards:

- 3.3.1. A wheelchair
- 3.3.2. Alterations to the home to facilitate the use of such a wheelchair.
- 3.3.3 We will only be liable if you do not have any other cover elsewhere for this.

#### 3.4. Repatriation Costs

We will pay for the costs to repatriate the body of the deceased Insured Person to his normal place of residence.

#### 3.5. Trauma Treatment

We will pay for the costs for trauma treatment of the Insured Person following a violent act of theft, hold-up, hijacking or rape or other unlawful assault.

#### 3.6. Motor Accident following Heart Attack

We will pay the Death Compensation if the Insured Person dies in a motor accident following a heart attack.

#### 3.7. Riot Extension

The Insured Person is covered if he suffers bodily injury or death caused by other persons engaging in political or non-political riots and strikes but the Insured Person himself may however not be a participant. General Exception 3.1, 3.4 and 3.5 is therefore cancelled.

### 4. Total Compensation Payable

We will not pay more than 100% (one hundred percent) of the Compensation for Death and Permanent Total Disablement. This means that the Compensation shown on the Policy Schedule is the maximum amount we will pay. That is if:

- 4.1. The Insured Person is permanently disabled in more than one category of the Compensation Table, we will only pay the total Compensation
- 4.2. We pay an amount for Permanent Total Disablement and the Insured Person subsequently dies, we will only pay the total Compensation.

### 5. Medical Advice

In the event of bodily injury, the Insured Person must obtain and follow medical advice within a reasonable time.

### 6. Medical Examination

If we request you to do so, the Insured Person must undergo medical examination(s). We may also call for a post-mortem. We will pay for the costs if we request such examination(s).

**7. Age Limit**

Only Insured Persons under the age of 75 years are covered. Cover stops on his 75<sup>th</sup> birthday. Statutory Age Limits may apply to certain ages.

**8. Dual Insurance**

Dual Insurance (General Condition 20) is not applicable to this Section.

**9. Payment of Compensation**

If the Insured Person is the Policyholder, we will, in the event of death, pay the Compensation to his estate.

**10. Territorial Limits**

Worldwide.

**11. Exceptions A:**

We will not be liable in the event of any accident caused by, resulting from, due to, sustained while, attributable to the Insured Person engaging in/with:

- 11.1. Intentional self-injury, suicide or willful misconduct
- 11.2. Mountaineering using ropes
- 11.3. Professional Hunting
- 11.4. Big Game Hunting if such game is on the endangered or prohibited list of the relevant country in which the game is hunted.
- 11.5. Professional Sport
- 11.6. Polo on horseback, steeple chasing
- 11.7. Parachuting, skydiving, hang-gliding
- 11.8. Winter sports involving ice, snow
- 11.9. Martial arts
- 11.10. Speed/duration tests, racing (but not on foot, bicycle or in a yacht)
- 11.11. Professional Diving
- 11.12. Offshore drilling
- 11.13. Any mining activities whether underground or open cast
- 11.14. Spelunking
- 11.15. Crewing any ship/watercraft
- 11.16. Crewing an aircraft or for trade or technical operation connected to an aircraft
- 11.17. Travelling in an aircraft that is not licensed to carry passengers or not piloted by an appropriately licensed pilot
- 11.18. Explosives
- 11.19. Defence force, police services, correctional services
- 11.20. Riot, civil commotion, labour disturbance, strike, lockout, public disorder, political activities, protest against the state/government/authority, war/warlike activities.

**12. Exceptions B:**

We will not be liable for an accident caused by or attributable to the Insured Person:

- 12.1. Having suffered from a serious physical or mental defect/infirmity before the accident
- 12.2. Being under the influence of intoxicating liquor/drugs. This exception will not apply if the Insured Person has taken medication as prescribed by a medical practitioner (other than the Insured Person himself)
- 12.3. Having a mental or nervous disorder due to stress or stress-related conditions.

## Section 7 PERSONAL LIABILITY

### 1. Indemnity

This Section covers your personal legal liability to pay compensation to a Third Party. We will indemnify you for:

- 1.1. Their death, bodily injury or illness
- 1.2. Loss or damage to their property
- 1.3. Your legal costs and expenses in respect of the above which are incurred with our written consent
- 1.4. The Additional Cover provided herein.

We will not indemnify you for any losses whatsoever as described under Exceptions.

### 2. Additional Cover

#### 2.1. Property Owners Liability

If your Dwelling is insured under Section 1 Houseowners - Gold or Section 2 Houseowners - Standard, cover is extended to include your legal liability as property owner of such Dwelling.

#### 2.2. Tenants Liability

If your Household Contents are insured under Section 3 Householders – Gold or Section 4 Householders - Standard, cover is extended to include your legal liability as a tenant (and not as an owner) for loss of or damage to:

- 2.2.1. The building and/or its outbuildings of a dwelling in which you reside caused by an Insured Event as defined in Section 3 Householders –Gold or Section 4 Householders - Standard
- 2.2.2. The fixed glass and sanitary ware of the above buildings
- 2.2.3. The water, gas, sewerage, electricity, telephone or other mains connections of the above dwelling.

#### 2.3. Hole-in-One/Full House

If, during an official but amateur golf or bowls match you make a hole-in-one or a full house, we will pay you the amount stated in the Limit of Indemnity Schedule.

#### 2.4. Cash and Credit Card Liability

Your legal liability in respect of Cash, Credit or Prepaid Service Cards due to the loss or theft of the said cards and their subsequent fraudulent use by someone else

##### **But excluding:**

- 2.4.1. Such liability if you have not reported the loss of the card to the issuing as soon as possible and/or you have not complied with the conditions of issue of the card
- 2.4.2. Use of the card by any person who is a member of your family or household.

#### 2.5. Security Company Liability

Your legal liability assumed in terms of a written contract entered into with a company that provides security or armed response services to your property as insured under Section 1 Houseowners – Gold, Section 2 Houseowners – Standard or Section 3 Householders – Gold, Section 4 Householders - Standard, if such cover has been taken. This means that if an employee of such a security company appointed by you causes a loss or damage, and under the written contract you have with them it states that there is no recourse against the said company, we will indemnify you for the legal liability of the negligent acts of such employee. General Exception 12 (Contractual Liability) is hereby cancelled.

**2.6. Defamation and Wrongful Arrest Liability**

Your legal liability to pay compensation due to:

- 2.6.1. Your wrongful arrest or searching of a person including assault in connection therewith performed in the course of your personal civil rights
- 2.6.2. Your defamation of any person.

**2.7. Domestic Employees Liability**

If your Domestic Employee causes death / bodily injury / illness of or to a third party or loss / damage to property of a third party during the course of his employment we will indemnify you as if you are liable.

**2.8. Hunters Liability**

If you have taken Section 5 Field and Stream insurance, the cover is extended to include your legal liability toward a Third Party arising from the use of hunting equipment whilst involved in:

- 2.8.1. Any hunting activity
- 2.8.2. Training or demonstration of advanced techniques
- 2.8.3. On a shooting range

**Provided that:**

- 2.8.4. The Territorial Limits are not Worldwide but are only the Republic of South Africa and Namibia

**But excluding:**

- 2.8.5. Loss or damage to any farmer's livestock
- 2.8.6. Shooting the wrong animal / trophy
- 2.8.7. Loss or damage caused by derangement, the use of wrong or compressed load or hand loaded cartridges.

**3. Cross Liabilities**

If there is more than one Insured/Policyholder named in the Policy Schedule we will:

- 3.1. Indemnify each Insured separately and not jointly
- 3.2. Treat any liability that arises between such Insureds as if separate policies had been issued to each

**Provided always that:**

- 3.3. The total liability will not exceed the limit as shown in the Limit of Indemnity Schedule.

**4. Territorial Limits**

Worldwide, unless as specified in the relevant underlying policy.

**5. Special Exceptions A:**

We will not indemnify you for compensation payable to:

- 5.1. You
- 5.2. Any member of your family normally resident with you
- 5.3. Any employee of yours (not a domestic employee)
- 5.4. Any director, member, trustee, beneficiary of yours or any members of their families if you are a company, close corporation or trust.

**6. Special Exceptions B:**

We will not indemnify you for any loss of or damage to property in the custody or control of:

- 6.1. You
- 6.2. Any member of your family normally resident with you
- 6.3. Any employee of yours (not a domestic employee)
- 6.4. Any director, member, trustee, beneficiary of yours or any members of their families if you are a company, close corporation or trust.

**7. Special Exceptions C:**

We will not indemnify you for any liability directly or indirectly due to:

- 7.1. Your employment, business or profession
- 7.2. Your ownership of any land or buildings that are not insured under Section 1 Houseowners – Gold or Section 2 Houseowners - Standard
- 7.3. Your occupation of any land or buildings where you are residing as a guest
- 7.4. Your use of any motor vehicle, trailer, aircraft or watercraft. Your use of an unattached trailer, model aircraft, surfboard or paddle skis are not included in the exception
- 7.5. The spread of fire to adjacent homes, properties or land situated on a plot, small holding or farm including but not restricted to the National Forest and Fire Laws Amendment Act, 2001 (Act No. 12 of 2001)
- 7.6. Alterations, additions or renovations at your Dwelling insured under Section 1 Houseowners – Gold or Section 2 Houseowners - Standard
- 7.7. The vibration, the removal/weakening/interference with the support to the land or Dwelling insured under Section 1 Houseowners – Gold or Section 2 Houseowners – Standard.

**8. Special Exceptions D:**

We will not be liable for any liability in respect of:

- 8.1. Your fines, penalties, punitive/exemplary damages
- 8.2. Your debt
- 8.3. Your failure to pay maintenance, alimony or any amounts following a breach of promise
- 8.4. Any sums including litigation costs and expenses of awards made outside the Republic of South Africa (or made within countries that operate under the laws of the United States of America or Canada, including any other order issued elsewhere to enforce such an award)
- 8.5. Human Immunodeficiency Virus (HIV) or any related illness, including Acquired Immune Deficiency Syndrome (AIDS) or any mutant derivative or variation thereof
- 8.6. Your acts of physical assault or seduction.

## Section 8 EXTENDED PERSONAL LIABILITY

### 1. Extended Personal Liability

This Section provides you with extended personal legal liability cover over and above any Underlying Policy that you may have in force. An Underlying Policy may be:

- 1.1. This Policy
- 1.2. A Policy with a registered South African, Namibian or Botswana Insurer that covers:
  - 1.2.1. Personal Liability
  - 1.2.2. Property Owner's Liability
  - 1.2.3. Tenant's Liability
  - 1.2.4. Motor Vehicle Liability
  - 1.2.5. Watercraft Liability
- 1.3. A Policy with any Insurer in the world that covers:
  - 1.3.1. Property Owner's Liability
  - 1.3.2. Motor Vehicle Liability
  - 1.3.3. Watercraft Liability

We will not indemnify you for any losses whatsoever as described under Exceptions.

### 2. Indemnity

- 2.1. This Section covers your legal liability to pay compensation to a Third Party. We will indemnify you for:
  - 2.1.2. Their death, bodily injury or illness
  - 2.1.3. Loss or damage to their property
  - 2.1.4. Your legal costs and expenses in respect of the above which are incurred with our written consent
- 2.2. This Section covers the above legal liability which:
  - 2.2.1. Is not covered by the Underlying Policy
  - 2.2.2. Is excluded by the Underlying Policy
  - 2.2.3. Exceeds the Limit of Liability of the Underlying Policy. For this purpose the Limit of Indemnity of the Underlying Policy is deemed to be a minimum of:
    - 2.2.3.1. R1,000,000.00 (One Million Rand) in respect of Motor and/or Watercraft Liability
    - 2.2.3.2. R10,000,000.00 (Ten Million Rand) in respect of Field & Stream Liability
    - 2.2.3.3. R500,000.00 (Five Hundred Thousand Rand) in respect of any other liability.

#### But Excluding:

- 2.3. Any judgment, award, payment or settlement made within countries that operate under the laws of the United States of America or Canada or to any order issued anywhere in the world to enforce such judgments, awards, payment or settlements.

### 3. Special Conditions

#### 3.1. In respect of the Underlying Policy:

- 3.1.1. It must be in force at the time of the event giving rise to your liability
- 3.1.2. It must provide substantial cover for the type of liability
- 3.1.3. You may not be in breach of any condition thereof.

#### 3.2. Jurisdiction

This Section is subject to the jurisdiction of the courts of the Republic of South Africa, Namibia and Botswana.

#### 3.3. Admission of Liability

- 3.3.1. You may not admit to any blame or liability
- 3.3.2. You may not make any payment or offer, promise or statement of payment to any person
- 3.3.3. Nobody may make the abovementioned admissions/promises or payments on your behalf.

#### 3.4. Underlying Policy Insurer Assistance

You must take all reasonable steps to ensure that the Insurer of the Underlying Policy:

- 3.4.1. Complies with Condition 3.3 Admission of Liability
- 3.4.2. Co-operates with us in the defence, settlement and recovery of any claim that is indemnifiable by both this Policy and the Underlying Policy. The costs incurred to exercise these rights and any amounts recovered, will be apportioned to each party according to the amounts paid/payable in terms of the respective Policies.

### 4. Exceptions A:

We will not be liable in respect of any liability directly or indirectly caused by, contributed by or arising from:

- 4.1. Your employment, business, profession. This includes but is not limited to the sale of goods, rendering of services for a fee/reward/other considerations and the like
- 4.2. Your letting, hiring of any movable or immovable property or part(s) thereof for a fee/reward/other considerations
- 4.3. Your reckless disregard of the possible consequences of your acts or omissions toward a co-Insured
- 4.4. The radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof
- 4.5. Your acts of physical assault or seduction
- 4.6. Human Immune Deficiency Syndrome (HIV) or any related illness including Acquired Immune Deficiency Syndrome (AIDS) or any mutant derivative or variation thereof
- 4.7. Your ownership or use of any aircraft. This does not include model aircraft or hang-gliders
- 4.8. Your liquidated damages/penalty clauses/performance warranties unless you can prove that liability would have applied even if such clauses/warranties had not existed.

**5. Exceptions B:**

We will not be liable for:

- 5.1. Any liability which is covered by another insurance Policy
- 5.2. Your fines, penalties, punitive/exemplary damages
- 5.3. Your debt
- 5.4. Your failure to pay maintenance, alimony or any amounts following a breach of promise
- 5.5. Any loss or damage to any self-propelled land vehicle, trailer, caravan, watercraft, aircraft that is in your care/custody/control
- 5.6. Any motor vehicle or trailer liability which is covered by any statutory or similar legislation which:
  - 5.6.1. You are compelled to effect or to furnish security for
  - 5.6.2. The state/government body/authority has taken responsibility for
- 5.7. Any motor vehicle/trailer/watercraft liability whatsoever except if the Underlying Policy excludes cover because of the Territorial Limits of such Policy
- 5.8. Any watercraft liability if the overall length of the watercraft is more than 10.5 meters.

## Section 9

### ALL RISKS

#### 1. Indemnity

This Section covers your personal belongings against Accidental Damage. We will indemnify you for any Item described in this Section only if the Item is shown on the Policy Schedule.

We will not indemnify you for any losses whatsoever as described under Exceptions.

#### 2. Basis of Indemnity

We will indemnify you on a Replacement Value Basis. Average is not applicable unless shown otherwise against any specific item.

#### 3. Unspecified Clothing and Personal Effects

You are covered for Unspecified Clothing and Personal Effects where the separate items are not individually specified but the total value of these items as grouped under this Unspecified Item is limited to the Sum Insured shown on the Policy Schedule against this Item. A single item is also limited to the amount shown on the Limit of Indemnity Schedule.

#### 4. Unspecified Hunting Accessories

You are covered for general Unspecified Hunting Accessories where the separate items are not individually specified but the total value of these items as grouped under this Unspecified Hunting Accessory Item is limited to the Sum Insured shown on the Policy Schedule against this Item. A single item is also limited to the amounts shown on the Limit of Indemnity Schedule.

#### 5. Specified Items

We require that you specifically insure the following items separately:

- 5.1. The items defined in the Specified Items definition
- 5.2. The items that are specifically described below in this Section
- 5.3. Any other item that you wish and we agree to insure.

#### 6. Car Radio

The car radio fitted in your vehicle.

#### 7. Stamp Collection

Your stamp collection but we will only be liable:

- 7.1. If the stamps are mounted in a page and one or more complete pages are lost or damaged
- 7.2. For not more than  $\frac{2}{3}$  (two thirds) of the value stated in any current recognized catalogue but up to the Limit of Indemnity for any one stamp unless we have insured this on an Agreed Value Basis. This will be shown on the Policy Schedule

#### But excluding:

- 7.3. Loss or damage caused by handling or being worked on
- 7.4. If the items are being used for something other than a collectable.

#### 8. Coin Collection

Your coin collection, which includes current coins, but we will only be liable:

- 8.1 For not more than  $\frac{2}{3}$  (two thirds) of the value stated in any current recognized catalogue for any one coin unless we have insured this on an Agreed Value Basis. This will be shown on the Policy Schedule.

## 9. Bicycle / Pedal Cycle

The Bicycle or pedal cycle, whether in transit, in use (recreation, training or racing) or not, shown on the Policy Schedule

**But excluding:**

- 9.1. Professional training / racing
- 9.2. Loss or damage to tyres by the application of brakes or by road cuts, punctures or bursts or by any inequalities of the road
- 9.3. Mechanical or electrical breakdown
- 9.4. Loss or damage directly or indirectly due to latent defects, metal fatigue or any other inherent vice or manufacturing defect regardless of whether the claim is entertained by the manufacturer or not
- 9.5. Theft as defined. This means that the bicycle/pedal cycle must, when not in use or while unattended, at all times be locked inside a locked building, vehicle or trailer or to an immovable object, bike caddy, vehicle or trailer with a secure cable/lock/chain and entry and exit/removal must be accompanied by violent and forcible means. This exception is cancelled if the bicycle/pedal cycle is left in a specifically designated secured area provided by the organizers of an official event
- 9.6. Theft of the wheels while the bicycle/pedal cycle is secured to vehicle unless the wheels were also secured with a secure cable/lock/chain.

## 10. Caravan/Trailer Contents

The Caravan/Trailer Contents inside a caravan/trailer and its attached tent. Average is applicable

**But excluding:**

- 10.1. Personal possessions, wearing apparel and personal effects
- 10.2. Sporting Equipment
- 10.3. Money
- 10.4. Consumables, perishables, stock-in-trade
- 10.5. Jewellery, watches, spectacles
- 10.6. Cellphones, photographic, optical, computer, communication and electronic equipment
- 10.7. Object d'art (small items of art)
- 10.8. Firearms
- 10.9. Tools
- 10.10. Small craft, motorcycles, quad bike carried in/or on a trailer
- 10.11. Theft while the caravan or attached side tent is unoccupied
- 10.12. Loss of or damage by fraud or dishonesty of the person to whom the caravan is on loan or hire
- 10.13. Any single item with an amount over the single article limit shown on the Limit of Indemnity Schedule.

## 11. Firearms

Your Firearm

**But excluding:**

- 11.1. Theft unless accompanied by forcible and violent removal from your person
- 11.2. Loss or damage caused by derangement, the use of wrong or compressed load or hand loaded cartridges
- 11.3. Loss or damage caused by bursting, rusting, corrosion
- 11.4. Burglary unless the fire arm is locked in South African Bureau of Standards (SABS) approved safe which is secured in a manner as prescribed by the Firearms Control Act, 2006 (Act No. 28 of 2006).

**12. Golf Cart**

Your Golf Cart which may only be used for social, domestic and pleasure purposes. It may also only be used on a golf course and for its purpose as a golf cart. The cover is extended to include Third Party Liability as described in Clause 3.2 of Section 12 Motorcycle whether that Section has been taken or not.

**13. Reinstatement of Sum Insured / Item**

13.1. We will not reduce the Sum Insured of the Unspecified Clothing and Personal Effects item or the Unspecified Hunting Accessories Item by the amount of a claim.

13.2. If we have indemnified you in respect of the Total Loss of any Specified Item, we will delete that item from the Policy Schedule. You must advise us to insure any replacement item and provide us with the new description of such item.

**14. Territorial Limits**

Worldwide **except** for a Golf Cart which is only covered in the Republic of South Africa.

**15. Pairs, Sets and Collections**

Where any insured item consists of articles in a pair, set or collection, we will only indemnify you for the value of the part or parts that are lost or damaged. We will not make any allowance for the part that is not lost or damaged or for any reduction in the value of the remaining part or parts of the pair, set or collection.

**16. Valuations and Proof of ownership**

16.1. We must be in possession of a professional valuation in respect of any item of jewellery or a watch with value in excess of the valuation amount shown on the Limit of Indemnity Schedule prior to any loss or damage. We will not be liable if such valuation has not been provided to us before the loss.

16.2. You must provide us with proof of ownership of any item with value in excess of the amount shown on the Limit of Indemnity Schedule at the time of the loss. We will not be liable if such proof of ownership cannot be provided to us.

**17. Jewellery Maintenance**

As part of your duty to take all reasonable precautions to prevent a loss or damage, you must have all jewellery inspected annually to ensure that all settings are secure.

**18. Locked Safe Warranty**

You warrant that any item of jewellery or a watch with a value in excess of the valuation amount shown on the Limit of Indemnity Schedule will be kept in a locked safe when not worn.

**19. Locked Boot Warranty**

We will not be liable for Theft of insured property from an unattended vehicle or vessel. For Burglary cover to be effective you warrant that any insured property (other than fitted car radios) which is left in an unattended vehicle will be secured as follows:

19.1. It will be concealed in a locked boot, cubby hole, luggage or other compartment forming part of a locked vehicle or vessel. If you can prove that the vehicle or vessel is not manufactured and fitted with a cover to conceal the insured property and it is lost by Burglary, the Limit of Indemnity and Excess will be changed to the amounts shown on the Limit of Indemnity Schedule

19.2. Or the vehicle is in a locked garage

19.3. That you will take all reasonable precautions to ensure that you are not prevented from locking the vehicle by somebody using a jamming device. If you are so prevented from locking the vehicle and the insured property is lost by Theft, the Limit of Indemnity and Excess will be changed to the amounts shown on the Limit of Indemnity Schedule.

**20. Bank Vault Warranty**

If it is shown on the Policy Schedule that an insured item is kept in a bank vault, you warrant that such item is at all times in the bank vault. However, we will indemnify you for a limited amount as further shown on the Limit of Indemnity Schedule, for jewellery while it is temporarily removed for the purpose of being worn subject to a maximum removal of 21 (twenty one) days.

**21. Exceptions A:**

We are not liable for loss, damage or destruction directly or indirectly caused by, due to or consisting of:

- 21.1. Defective or faulty design, materials, construction, workmanship, inherent vice
- 21.2. Gradual deterioration, lack of maintenance, wear and tear
- 21.3. Cracking, collapse, scratching, denting, chipping, tearing, disfiguration, discoloration, scorching, creasing, fading, thinning, colour transfer
- 21.4. Vermin, rats, mice, insects, pests, infestations or domestic pets
- 21.5. Any process of cleaning, bleaching, dyeing, repairing, restoring, alteration, retouching
- 21.6. Chemicals, fertilizers, pesticides, leaking batteries, immersion in water
- 21.7. Over-winding of mechanical apparatus, watches, clocks
- 21.8. Mechanical or electrical breakdown
- 21.9. The cost of reproducing data, images, sound on tapes, film, media, records and the like
- 21.10. Breakage of glassware, crystal, china, crockery, mirrors or brittle items while they are being used, cleaned or carried around
- 21.11. Misappropriation by your tenant, paying guests, house sitters, domestic employees or someone forming part of your household unless violence and force or threat thereof is used
- 21.12. The cost of re-testing eyes to replace spectacles or contact lenses.

**22. Exceptions B:**

We are not liable for any loss or damage to:

- 22.1 Any motorised wheelchair, mobility scooters, shop riders, golf trolleys / buggies / carts, sit-in toy, miniature vehicle which is used on a public road where any traffic legislation applies
- 22.2 Money or jewellery from an unattended vehicle.

## Section 10 ULTIMATE MOTOR

### 1. Indemnity

This Section covers your Vehicle as shown on the Policy Schedule. We will indemnify you for any loss, damage, liability, costs and expenses described under:

- 1.1. Insured Events
- 1.2. Additional Cover
- 1.3. Optional Additional Cover only if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

#### Subject to the provisions of the:

- 1.4. Category of Vehicle
- 1.5. Type of Cover
- 1.6. Type of Use
- 1.7. Basis of Indemnity
- 1.8. Driver Basis

We will not indemnify you for any losses whatsoever as described under Exceptions.

### 2. Vehicle Category : Ultimate Motor

The Vehicle is classified as one of the following:

Category	Sub-Category & Name	Description
1	4x4	Any vehicle that is a 4x4 or 4x2 (with a differential lock) including SUV (Sport Utility Vehicle) and AWD (All Wheel Drive) all (not exceeding 5,000kg and with a ground clearance of more than 170mm or any other type vehicle we may agree to insure under this Category.
2	2.1 Car	Private type motor vehicle (car) such as a sedan, station wagon, combi, microbus.
	2.2 LDV	A goods-carrying vehicle (Light Delivery Vehicle (LDV)) with a gross vehicle mass not exceeding 3,500 kg.
3	Mobile Home	A self-propelled caravan or mobile home (not exceeding 5,000kg).
4	Tour Operator	A vehicle adapted for use by a tour operator, safari guide, owner/employee of a game lodge or other similar operators for the purpose of carrying passengers e.g. for game viewing.

### 3. Insured Events

Depending on the Type of Cover you have chosen and as shown on the Policy Schedule, the Insured Events are:

#### 3.1. Own Damage

Any accidental damage to the Vehicle shown on the Policy Schedule. This includes, but is not limited to, a motor vehicle accident, fire, lightning, explosion, theft or attempted theft and hijack.

#### 3.2. Third Party Liability

Your personal legal liability to pay compensation to a Third Party as a result of an accident caused by or in connection with such Vehicle. We will indemnify you for:

3.2.1. Their death or bodily injury

3.2.2. Loss or damage to their property

3.2.3. Your legal costs and expenses in respect of the above which are incurred with our written consent.

#### 3.3. Medical Expenses

Medical expenses in respect of any person in/on a Vehicle

**But excluding any person:**

3.3.1. In the open area of a Category 2.2 Vehicle (Light Delivery Vehicle).

### 4. Type of Cover

Each Vehicle is covered for one of the following Types of Cover according to your choice of cover and as shown on the Policy Schedule:

#### 4.1. Comprehensive

4.1.1. Own Damage

4.1.2. Third Party Liability

4.1.3. Medical Expenses

4.1.4. Additional Cover

4.1.5. Any Optional Additional Cover which you may have requested.

#### 4.2. Third Party, Fire and Theft

4.2.1. Fire, lightning, explosion and theft or attempted theft of the Vehicle

4.2.2. Third Party Liability

4.2.3. Additional Cover – only the following is applicable:

4.2.3.1. Protection and Removal

4.2.3.2. Delivery after repair

4.2.3.3. Fire Extinguishing

4.2.3.4. Emergency Charges

**But excluding:**

4.2.4. Theft of the audio/navigation equipment/two way radio unless the entire Vehicle is also stolen

4.2.5. Damage to tyre(s)/engine unless some other part of the Vehicle is damaged at the same time or such damage is caused by thieves or persons of malicious intent

4.2.6. All other cover.

**4.3. Third Party Only**

Only cover in respect of Third Party Liability is provided. All other cover is excluded.

**5. Type of Use**

You are covered for one of the following Types of Use according to your choice of cover and as shown on the Policy Schedule. All Types of Use exclude the uses as described in Clause 19 Exceptions B : Use of Vehicle:

- 5.1. Private Use
- 5.2. Business Use
- 5.3. Professional Use
- 5.4. Tour Operator Use
- 5.5. Agricultural Use.

**6. Basis of Indemnity**

Unless stated otherwise on the Policy Schedule, we will in the event of Theft or a Total Loss indemnify you in respect of:

- 6.1. Any Code 1 and Code 2 registered Vehicle on a Retail Value basis
- 6.2. Any Code 3 registered Vehicle on a Market Value basis
- 6.3. Average is not applicable
- 6.4. Betterment will be applied.

**7. Driver Basis**

You are covered for one of the following Driver Bases.

**7.1. Open Driver Basis**

If the Vehicle is used for:

- 7.1.1. Private Use
- 7.1.2. Professional Use
- 7.1.3. Tour Operator Use
- 7.1.4. Agricultural Use

then you are or any person to whom you give consent/permission to use/drive the Vehicle may use the vehicle subject to the definitions of use and:

- 7.1.5. The person being in possession of a valid and applicable driver's licence in accordance with the Traffic Ordinances of the Territorial Limits
- 7.1.6. If you have declared to us that a certain person is a regular driver then the regular use of the Vehicle by another person will be excluded
- 7.1.7. Such person is, like you, subject to the terms and conditions of this Policy and:
  - 7.1.7.1. Has to your knowledge never been refused any motor insurance or continuance thereof
  - 7.1.7.2. Is not entitled to indemnification under another policy.

**7.2. Named Driver Basis**

If the Vehicle is used for Business Use then only you, your spouse and one nominated driver whose name must appear on the Policy Schedule may drive the Vehicle.

## 8. Additional Cover

### 8.1. Windscreen/Window Glass

We will pay for the Vehicle's windscreen/window glass if it is damaged or broken and there is no other damage to the Vehicle.

### 8.2. Vehicle Audio/Navigation Equipment

If the Vehicle's audio / navigational equipment or two way radio is not specifically insured under the Section 9 All Risks, we will pay the limited amount as shown on the Policy Schedule for loss or damage due to Burglary or attempted Burglary of such equipment as well as associated damage to the Vehicle.

### 8.3. Protection and Removal

We will pay for the protection and removal costs of the Vehicle to the nearest repairer following an Insured Event.

### 8.4. Delivery after repair

We will pay for the delivery costs of the Vehicle to your address as shown on the Policy Schedule if we have repaired it.

### 8.5. Fire Extinguishing Charges

We will pay for the fire extinguishing costs if you are legally liable for such costs and the Vehicle was on fire or was in danger of being damaged by fire.

### 8.6. Emergency Charges

We will pay for any emergency costs charged by any public authority as a result of an Insured Event.

### 8.7. Repatriation Costs

If the Vehicle suffers loss/damage due to an Insured Event or a mechanical or electrical breakdown outside the borders of the Republic of South Africa but inside the Territorial Limits, we will pay for the following:

8.7.1	Vehicle Repatriation	Repatriation costs of the Vehicle and the tow rig attached to it back to the Republic of South Africa.
8.7.2	Vehicle Hire	Vehicle Hire for a period not exceeding three (3) days.
8.7.3	Occupant Repatriation	Repatriation costs of the occupants of the Vehicle by way of a one way flight back to the Republic of South Africa.
8.7.4	Hospitality Benefits	Temporary accommodation for the occupants of the Vehicle.

#### Provided always that:

- 8.7.5. You will pay the upfront costs of the Vehicle Hire, Occupant Repatriation and Temporary Accommodation and we will reimburse you following the formal submission of a claim
- 8.7.6. You must arrange these costs to the most reasonable level and avoid unnecessary duplication.

### 8.8. Locks, Keys and Remote Controls

We will pay for the costs to replace damaged or lost keys, locks and remote controls of the Vehicle. This includes the controls of an alarm / immobilizer and/or the reprogramming thereof.

### 8.9. Winching Equipment Breakdown

If the winching equipment of the Vehicle Category 1(4x4) suffers sudden and unforeseen mechanical or electrical breakdown, we will pay the costs for repair or replacement

#### But Excluding:

- 8.9.1. Use or operation of such equipment beyond the stipulated load levels recommended by the manufacturer/supplier
- 8.9.2. Breakdown, failure, breakage associated with defective design /parts / repair
- 8.9.3. As a result of wear and tear or gradual deterioration of such equipment's consumable parts/ components/cable/coupling devices.

**8.10. Loose Items in Vehicle**

If loose items in a Category 1 (4x4), 2.1 (Car) and 2.2 (LDV) Vehicle are not specifically insured under Section 9 All Risks, we will pay the limited amount as shown on the Limit of Indemnity Schedule for loss or damage due to Burglary or attempted burglary of such loose items. These include, but are not limited to purchases, portable radio's, DVD players, GPS units, recovery equipment and handbags.

**8.11. Documents**

We will pay for loss of or damage to your personal and travel documents due to an Insured Event. We are only liable for the value of the materials and the cost of labour to reinstate the documents or obtaining duplicates. We are not liable for the value of the content thereof to you.

**8.12. Funeral Expenses**

If any person travelling in the closed-in compartment of a Vehicle is accidentally killed or injured and then suffers death within 3 (three) months of the accident or Insured Event, we will pay the Funeral Expenses benefit.

**8.13. New Vehicle Indemnification**

If you are the first registered owner of a new Vehicle and the Vehicle becomes a Total Loss due to an Insured Event within the first 12 (twelve) months from its registration, we will pay the lesser of the:

- 8.13.1. New List price as at the Date of Loss; or
- 8.13.2. Retail Value at Inception Date of the Item plus 15% (fifteen percent).

**8.14. Temporary Replacement Vehicle**

If your Vehicle, as shown on the Policy Schedule, is being overhauled, serviced or repaired by a member of the motor trade, we will cover the vehicle which you lease, hire or temporarily use as a replacement.

**Provided that:**

- 8.14.1. There is no other insurance on the replacement vehicle
- 8.14.2. The replacement vehicle will have the same cover as provided herein for the replaced Vehicle and the same Sum Insured
- 8.14.3. We will not be liable for more than fourteen (14) days from the day that your Vehicle was not driveable or is returned.

**8.15. Foreign Government Duties**

If the Vehicle suffers loss/damage due to an Insured Event outside the borders of the Republic of South Africa but within the Territorial Limits, we will pay for the duties imposed by the government of such a country,

**Provided that:**

- 8.15.1. You are legally liable to pay such duties
- 8.15.2. Our Limit of Liability including the direct loss of or damage to the vehicle, but excluding any Third Party Liability, shall not exceed the amount shown on the Limit of Indemnity Schedule.

**8.16. Car Hire (following Theft/Hijack)**

If the Vehicle is a Total Loss due to Theft or Hijack, we will provide you with a substitute vehicle in accordance with the terms and conditions of Section IV Car Hire.

## 9. Optional Additional Cover

### 9.1. Additional Accessories

Cover is extended to include the:

- 9.1.1. Optional extras which the factory has fitted to the Vehicle and which are described in the Policy Schedule. We will indemnify you on the same basis as the Vehicle is indemnified.
- 9.1.2. Non-standard accessories, conversions and specialized fitments described in the Policy Schedule. We will indemnify you according to its fair market value or if you have so chosen, on an Agreed Value basis. This will be shown on the Policy Schedule.

### 9.2. Credit Shortfall

If the Vehicle is financed and is a Total Loss, we will pay the outstanding finance charges (shortfall) calculated to the month in which the claim is settled, up to the maximum amount as stated in the Limit of Indemnity Schedule

#### But Excluding:

- 9.2.1. Any residual amount recorded in the finance agreement
- 9.2.2. Any arrear instalments/rentals and interest thereon
- 9.2.3. Any amounts paid in advance of when due
- 9.2.4. Any refunds of insurance premiums due to the cancellation of such insurance
- 9.2.5. All other refunds or recoveries obtainable
- 9.2.6. And provided always that this cover shall not be applicable if:
- 9.2.7. The shortfall is as a result of a re-advance under the finance agreement
- 9.2.8. Any single Instalment differs more than ten percent (10%) from any other Instalment. This is not applicable to the last Instalment.

### 9.3. Car Hire (following Accident)

If the Vehicle is in an accident and either requires repairs or is a Total Loss, we will provide you with a substitute vehicle in accordance with the terms and conditions of Section IV Car Hire. The Car Hire is managed by an independent service provider.

### 9.4. Car Hire (following Mechanical or Electrical Breakdown)

If the Vehicle suffers mechanical or electrical breakdown, we will provide you with a substitute vehicle in accordance with the terms and conditions of Section IV Car Hire. The Car hire is managed by an independent service provider.

### 9.5. Excess Buy Down

If we have accepted/authorised a valid claim in respect of Own Damage you will not be responsible for:

- 9.5.1. Your basic Excess
- 9.5.2. Any additional Excesses that may be applicable in respect of theft, hijacking, water damage, roll-over

Subject however to your payment of the reduced Inner Excess as shown on the Excess Schedule.

This cover is not applicable to the following Excesses:

- 9.5.3. Windscreen/Window Glass
- 9.5.4. Third Party
- 9.5.5. Medical Expenses
- 9.5.6. Additional Cover
- 9.5.7. Optional Additional Cover
- 9.5.8. Additional or penal Excesses (e.g. driver's age, license type etc.).

**9.6. Passenger Liability**

If the Vehicle is a Category 4 Vehicle (Tour Operator) we will extend the Third Party Liability Limits in respect of Passenger Liability as shown on the Limit of Indemnity Schedule.

**9.7. Walk-In and Horse Back Safaris**

If you have insured a Category 4 Vehicle (Tour Operator) we will extend the cover under Section 7 Public Liability to those passengers who disembark from the Vehicle and venture further on a Walk-In Safari or a Horse Back Safari.

**10. Vehicle Security Warranty**

In order for cover for theft, hijack or any attempt thereat to be operative you warrant that:

- 10.1. The Vehicle is at minimum, fitted with an immobilizer and alarm approved by VSS or with a Factory Fitted VESA Level 3 or 4 Immobilizer
- 10.2. If we require more security than noted above, this will be shown on the Policy Schedule and will override this minimum requirement
- 10.3. Any security device that we require to be installed is fully operational at all times
- 10.4. In respect of a tracking device that:
  - 10.4.1. The Vehicle is monitored on a twenty four (24) hour basis
  - 10.4.2. It is linked to the tracking and recovery service
  - 10.4.3. You are immediately notified of any activation and that immediate steps are taken to recover the Vehicle
  - 10.4.4. A legal contract exists between you and the supplier of the device containing these requirements
  - 10.4.5. Any subscription fees have been paid in full.

**11. Roadworthiness**

You must take all reasonable steps to protect and maintain the Vehicle in a roadworthy condition as required by any legislation that is applicable to any of the areas of the Territorial Limits.

**12. Unavailable parts**

If any part that is necessary to repair the Vehicle, excluding windscreen or other glass, is not available in the Republic of South Africa as a standard ready-made part, we will pay an amount equal to the value of the part at the time of the loss or damage. The amount includes the reasonable cost to transport the part by road, air, rail or ship up to the limit shown in the Limit of Indemnity Schedule.

**13. Unauthorised use of Vehicle**

If any person uses your Vehicle without your knowledge and consent and loss or damage occurs you:

- 13.1. Must lay a criminal charge against such person with the Police within forty eight (48) hours
- 13.2. May not withdraw such charge.

**14. Drivers Licence and Offences**

- 14.1. You/Driver must at all times be in possession of a valid and applicable Driver's or Learner's Licence in terms of the National Traffic Act (Act No. 93 of 1996) or any replacement or similar applicable statute and must comply with the regulations thereof
- 14.2. You must immediately and in writing notify us of:
  - 14.2.1. The endorsement, suspension or cancellation of any driver's licence issued to you or the unauthorised driver
  - 14.2.2. If any driver of the vehicle is charged or convicted of reckless, negligent or inconsiderate driving or driving under the influence of alcohol or where his blood alcohol concentration exceeds the legal limit or such person fails a breathalyser test.

**15. NaTIS registration**

The Vehicle must be registered on the National Administration Traffic Information System (NaTIS) of the Republic of South Africa.

**16. Emergency Repairs**

You may authorise emergency repairs in respect of a valid claim up to the amounts shown on the Limit of Indemnity Schedule according to the Territorial Limits without our prior consent. If the damage occurs outside the borders of the Republic of South Africa, you have to pay the repair costs yourself and we will reimburse you upon your return. The amounts include the amount of your Excess.

**17. Territorial Limits**

The Territorial Limits for each Vehicle Category is as follows:

Vehicle Category	Vehicle Description	RSA	Namibia	Botswana	Lesotho	Swaziland	Zimbabwe	Mozambique	Malawi	Angola	Zambia	Tanzania	Kenya	Uganda
1	4x4	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.1	Car	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No
2.2	LDV	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No
3	Mobile Home	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No
4	Tour Operator	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

**18. Locked Boot Warranty**

We will not be liable for Theft of insured property from an unattended vehicle. For Burglary cover to be effective you warrant that any insured property (other than fitted car radios) which is left in an unattended vehicle will be secured as follows:

- 18.1. It will be concealed in a locked boot, cubby hole, luggage or other compartment forming part of a locked vehicle. If you can prove that the vehicle is not manufactured and fitted with a cover to conceal the insured property and it is lost by Burglary, the Limit of Indemnity and Excess will be changed to the amounts shown on the Limit of Indemnity Schedule
- 18.2. Or the vehicle is in a locked garage
- 18.3. That you will take all reasonable precautions to ensure that you are not prevented from locking the vehicle by somebody using a jamming device. If you are so prevented from locking the vehicle and the insured property is lost by Theft, the Limit of Indemnity and Excess will be changed to the amounts shown on the Limit of Indemnity Schedule.

**19. Exceptions A : Driver**

We will not be liable if you, the Named Person or other driver (with your explicit or implied permission) of the Vehicle, at the time of the accident:

- 19.1. Was not in possession of a valid and applicable Driver's or Learner's Licence in terms of the National Traffic Act (Act No. 93 of 1996) or any replacement or similar applicable statute and that the driver was not complying to the regulations thereof
- 19.2. Was under the influence of drugs or alcohol or where the concentration of alcohol in the driver's blood exceeds the statutory limits in terms of legislation applying to the Territorial Limits in which the Vehicle is being used or the driver fails a breathalyser test

- 19.3. Is in possession of a licence that has been cancelled or endorsed whether this cancellation/endorsement is on the licence itself or with the authorities or has been convicted of negligent or reckless driving with a period of three (3) years before the date of the accident.

## 20. Exceptions B : Use of Vehicle

We will, in respect of all the Types of Use, not be liable if the Vehicle is used for:

- 20.1. Any use otherwise than as shown on the Policy Schedule and defined in the Types of Use clauses
- 20.2. Commercial travelling i.e. for trade/sales purposes
- 20.3. Carriage of goods for reward i.e. transport business
- 20.4. Carriage of people or goods or towed units where the load capacity exceeds the manufacturer's specifications
- 20.5. Hiring, rented out
- 20.6. Carriage of passengers for reward. This exception is not applicable to a Category 4 (Tour Operator) Vehicle and Use 5.4 (Tour Operator Use) or to a Lift Club
- 20.7. Carriage of explosives, inflammable/flammable liquids, hazardous goods/waste, liquid petroleum, illegal commodities, nuclear material/toxic waste/gas
- 20.8. Any endurance, durability, racing speed or other contests, rallies, trials, competitions unless stated to be included
- 20.9. Driving instruction regardless of whether for reward or not
- 20.10. Towing for reward
- 20.11. Any operation in conditions which fall outside the Vehicle's utilisation specifications as determined by the manufacturer/his nominated agent/dealer/supplier
- 20.12. Any use while the Vehicle is being driven or used in a condition that does not comply with the provisions and regulations of the Road Traffic Ordinances of the Republic of South Africa or any similar legislation which applies to the Territorial Limits
- 20.13. Any use associated with the motor trade where the Vehicle is in the custody or control of the motor trade. This includes, but is not limited to vehicles that are stock-in-trade, hired/leased/loaned out, registered to a motor trader, used for customer courtesy / demonstration / sale / collection / delivery purposes. This exclusion is not applicable where the Vehicle is undergoing normal maintenance/ service or repairs.
- 20.14. Any use on/within an aviation apron/runway
- 20.15. Any use in the underground workings of a mine.

## 21. Exceptions C : Vehicle

We will not be liable for any loss or damage to any Vehicle:

- 21.1. To tyre(s) due to unevenness of the road surface
- 21.2. To tyre(s) unless there is also insured damage to the rest of the Vehicle
- 21.3. To the Vehicle while it is transported between sea ports
- 21.4. Due to mechanical or electrical breakdown unless it is caused by an Insured Event
- 21.5. Due to defective or inadequate design, materials, workmanship, construction or material, repair or faulty /defective parts or components

- 21.6. Due to gradual deterioration, lack of maintenance, wear and tear, progressive or rapid degeneration, prolonged friction, rust and corrosion
- 21.7. Which is a grey import.

## **22. Exceptions E : Third Party Liability**

We are not liable for:

- 22.1 Death or bodily injury to:
  - 22.1.1. Your family member normally resident with you
  - 22.1.2. Your employee who is killed or injured during the course of his employment. This is not applicable to your Domestic Employee.
  - 22.1.3. Any person who is entitled to claim from the Road Accident Fund (RAF) established in terms of the Road Accident Fund Act (Act No. 56 of 1996) or any similar legislation which applies to the Territorial Limits
  - 22.1.4. Any person who is carried on a part of the Vehicle which is not designed for the carriage of passengers or who is on an open backed Vehicle. This exception does not apply to a Category 4 Vehicle (Tour Operator) which is specially converted for game viewing and which carries a valid Certificate of Fitness.
- 22.2. Damage to property:
  - 22.2.1. That belongs to you or held in your or your family's custody
  - 22.2.2. That is carried in/on or loaded on/off the Vehicle or any trailer/caravan attached thereto.

## Section 11 CLASSIC CAR

### 1. Indemnity

This Section covers your Vehicle as shown on the Policy Schedule. We will indemnify you for any loss, damage, liability, costs and expenses described under:

- 1.1. Insured Events
- 1.2. Additional Cover
- 1.3. Optional Additional Cover only if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

**Subject to the provisions of the:**

- 1.4. Category of Vehicle
- 1.5. Type of Cover
- 1.6. Type of Use
- 1.7. Basis of Indemnity
- 1.8. Driver Basis

We will not indemnify you for any losses whatsoever as described under Exceptions.

### 2. Vehicle Category

The Vehicle is classified as one of the following:

Category	Name	Description
1	Veteran	1 January 1905 - 31 December 1918
2	Vintage	1 January 1919 – 31 December 1930
3	Post Vintage	1 January 1931 – 31 December 1960
4	Post 1960	1 January 1961 but older than 25 years

### 3. Insured Events

Depending on the Type of Cover you have chosen and as shown on the Policy Schedule, the Insured Events are:

#### 3.1. Own Damage

Any accidental damage to the Vehicle shown on the Policy Schedule. This includes, but is not limited to, a motor vehicle accident, fire, lightning, explosion, theft or attempted theft and hijack.

#### 3.2. Third Party Liability

Your personal legal liability to pay compensation to a Third Party as a result of an accident caused by or in connection with such Vehicle. We will indemnify you for:

- 3.2.1. Their death or bodily injury
- 3.2.2. Loss or damage to their property
- 3.2.3. Your legal costs and expenses in respect of the above which are incurred with our written consent.

**3.3. Medical Expenses**

Medical expenses in respect of any person in/on a Vehicle.

**4. Type of Cover**

Each Vehicle is covered for one of the following Types of Cover according to your choice of cover and as shown on the Policy Schedule:

**4.1. Comprehensive**

4.1.1. Own Damage

4.1.2. Third Party Liability

4.1.3. Medical Expenses

4.1.4. Additional Cover

4.1.1. Any Optional Additional Cover which you may have requested.

**4.2. Third Party, Fire and Theft**

4.2.1. Fire, lightning, explosion and theft or attempted theft of the Vehicle

4.2.2. Third Party Liability

4.2.3. Additional Cover – only the following is applicable:

4.2.3.1 Protection and Removal

4.2.3.2 Delivery after repair

4.2.3.3 Fire Extinguishing

4.2.3.4 Emergency Charges

**But excluding:**

4.2.4. Theft of the audio/navigation equipment/two way radio unless the entire Vehicle is also stolen

4.2.5. Damage to tyre(s)/engine unless some other part of the Vehicle is damaged at the same time or such damage is caused by thieves or persons of malicious intent

4.2.6. All other cover.

**4.3 Third Party Only**

Only cover in respect of Third Party Liability is provided. All other cover is excluded.

**5. Type of Use**

You are covered for Private Use only. The Vehicle may not be your primary means of transport. Use of the Vehicle excludes the uses as described in Clause 20 Exceptions B : Use of Vehicle.

**6. Basis of Indemnity**

Unless stated otherwise on the Policy Schedule, we will in the event of Theft or a Total Loss indemnify you:

6.1. On an Agreed Value basis

6.2. Average is not applicable

6.3. Betterment will be applied

## 7. Driver Basis

You or any person to whom you give consent/permission to use/drive the Vehicle, may use the vehicle

### Subject to:

- 7.1. The person being in possession of a valid and applicable driver's licence in accordance with the Traffic Ordinances of the Territorial Limits
- 7.2. If you have declared to us that a certain person is a regular driver then the regular use of the Vehicle by another person will be excluded
- 7.3. Such person is, like you, subject to the terms and conditions of this Policy and:
  - 7.3.1. Has to your knowledge never been refused any motor insurance or continuance thereof
  - 7.3.2. Is not entitled to indemnification under another policy.

## 8. Additional Cover

### 8.1. Windscreen/Window Glass

We will pay for the Vehicle's windscreen/window glass if it is damaged or broken and there is no other damage to the Vehicle.

### 8.2. Vehicle Audio/Navigation Equipment

If the Vehicle's audio / navigational equipment or two way radio is not specifically insured under the Section 9 All Risks, we will pay the limited amount as shown on the Policy Schedule for loss or damage due to Burglary or attempted Burglary of such equipment as well as associated damage to the Vehicle.

### 8.3. Protection and Removal

We will pay for the protection and removal costs of the Vehicle to the nearest repairer following an Insured Event.

### 8.4. Delivery after repair

We will pay for the delivery costs of the Vehicle to your address as shown on the Policy Schedule if we have repaired it.

### 8.5. Fire Extinguishing Charges

We will pay for the fire extinguishing costs if you are legally liable for such costs and the Vehicle was on fire or was in danger of being damaged by fire.

### 8.6. Emergency Charges

We will pay for any emergency costs charged by any public authority as a result of an Insured Event.

### 8.7. Repatriation Costs

If the Vehicle suffers loss/damage due to an Insured Event or a mechanical or electrical breakdown outside the borders of the Republic of South Africa but inside the Territorial Limits, we will pay for the following:

- 8.7.1. Vehicle Repatriation      Repatriation costs of the Vehicle and the tow rig attached to it back to the Republic of South Africa.
- 8.7.2. Vehicle Hire              Vehicle Hire for a period not exceeding three (3) days.
- 8.7.3. Occupant Repatriation      Repatriation costs of the occupants of the Vehicle by way of a one way flight back to the Republic of South Africa.
- 8.7.4. Hospitality Benefits      Temporary accommodation for the occupants of the Vehicle.

**Provided always that:**

8.7.5. You will pay the upfront costs of the Vehicle Hire, Occupant Repatriation and Temporary Accommodation and we will reimburse you following the formal submission of a claim

8.7.5. You must arrange these costs to the most reasonable level and avoid unnecessary duplication.

**8.8. Locks, Keys and Remote Controls**

We will pay for the costs to replace damaged or lost keys, locks and remote controls of the Vehicle. This includes the controls of an alarm / immobilizer and/or the reprogramming thereof.

**8.9. Loose Items in Vehicle**

If loose items in the Vehicle are not specifically insured under Section 9 All Risks, we will pay the limited amount as shown on the Limit of Indemnity Schedule for loss or damage due to Burglary or attempted burglary of such loose items. These include, but are not limited to purchases, portable radio's, DVD players, GPS units, recovery equipment and handbags.

**8.10. Funeral Expenses**

If any person travelling in the closed-in compartment of a Vehicle is accidentally killed or injured and then suffers death within 3 (three) months of the accident or Insured Event, we will pay the Funeral Expenses benefit.

**8.11. Foreign Government Duties**

If the Vehicle suffers loss/damage due to an Insured Event outside the borders of the Republic of South Africa but within the Territorial Limits, we will pay for the duties imposed by the government of such a country,

**Provided that:**

8.11.1. You are legally liable to pay such duties

8.11.2. Our Limit of Liability including the direct loss of or damage to the vehicle, but excluding any Third Party Liability, shall not exceed the amount shown on the Limit of Indemnity Schedule.

**8.12. Organised Event Cover**

Cover is extended to include use of the Vehicle for participation in an Organised Event.

**8.13. Classic Car Club Activity**

Cover is extended to include use for any Classic Car Club Activity.

**8.14. Temporary Detached Parts**

Cover is extended to include parts that are temporarily removed from the Vehicle only while the Vehicle is being serviced or repaired. The parts must be locked in a garage.

**8.15. Historical Re-enactment**

Cover is extended to include use while the Vehicle is used for historical re-enactment purposes. This excludes any television/film production.

**9. Optional Additional Cover****9.1. Additional Accessories**

Cover is extended to include the accessories, conversions and specialized fitments described in the Policy Schedule. We will indemnify you according to its fair market value or if you have so chosen, on an Agreed Value basis. This will be shown on the Policy Schedule.

**9.2. Credit Shortfall**

If the Vehicle is financed and is a Total Loss, we will pay the outstanding finance charges (shortfall) calculated to the month in which the claim is settled,

**But Excluding:**

- 9.2.1. Any residual amount recorded in the finance agreement
- 9.2.2. Any arrear instalments/rentals and interest thereon
- 9.2.3. Any amounts paid in advance of when due
- 9.2.4. Any refunds of insurance premiums due to the cancellation of such insurance
- 9.2.5. All other refunds or recoveries obtainable

**And provided always that this cover shall not be applicable if:**

- 9.2.6. The shortfall is as a result of a re-advance under the finance agreement
- 9.2.7. Any single instalment differs more than ten percent (10%) from any other instalment. This is not applicable to the last instalment.

**9.3. Paid Wedding/Event/Exhibition Use**

We will indemnify you if the Vehicle is used for any wedding/event/exhibition for which you are paid. This use is intended to provide an income to support the upkeep of the Vehicle. This cover is not applicable to chauffeurs, private hire operators or where the wedding/event/exhibition use is the main source of income or for any occupation in connection with the motor trade.

**9.4. Mileage Increase**

The use of the Vehicle is limited to 8,300 km (5,000 miles) per insurance year. We will extend the cover for increased mileage.

**9.5. Laid Up Cover**

You qualify for a discount in premium while the Vehicle is not in use but is laid up. We will:

- 9.5.1. Indemnify you for any loss or damage to the Vehicle while it is not operating under its own power whether on a road or not
- 9.5.2. Indemnify you for any loss or damage to the Vehicle while it is loaded/unloaded for transport or while being transported from your private residence to a storage facility, workshop or exhibition
- 9.5.3. Not indemnify you for any Third Party Liability.

**10. Vehicle Security Warranty**

If we require special vehicle security for cover for theft, hijack or any attempt thereat to be operative, this will be shown on the Policy Schedule and you warrant that:

- 10.1. It will be installed and is fully operational at all times.
- 10.2. In respect of a tracking device that:
  - 10.2.1. The Vehicle is monitored on a twenty four (24) hour basis
  - 10.2.2. It is linked to the tracking and recovery service
  - 10.2.3. You are immediately notified of any activation and that immediate steps are taken to recover the Vehicle
  - 10.2.4. A legal contract exists between you and the supplier of the device containing these requirements
  - 10.2.5. Any subscription fees have been paid in full.

**11. Roadworthiness**

You must take all reasonable steps to protect and maintain the Vehicle in a roadworthy condition as required by any legislation that is applicable to any of the areas of the Territorial Limits.

**12. Unavailable parts**

If any part that is necessary to repair the Vehicle, excluding windscreen or other glass, is not available in the Republic of South Africa as a standard ready-made part, we will pay an amount equal to the value of the part at the time of the loss or damage. The amount includes the reasonable cost to transport the part by road, air, rail or ship up to the limit shown in the Limit of Indemnity Schedule.

**13. Unauthorised use of Vehicle**

If any person uses your Vehicle without your knowledge and consent and loss or damage occurs you:

13.1. Must lay a criminal charge against such person with the Police within forty eight (48) hours

13.2. May not withdraw such charge.

**14. Drivers Licence and Offences**

14.1. You/Driver must at all times be in possession of a valid and applicable Driver's or Learner's Licence in terms of the National Traffic Act (Act No. 93 of 1996) or any replacement or similar applicable statute and must comply with the regulations thereof.

14.2. You must immediately and in writing notify us of:

14.2.1 The endorsement, suspension or cancellation of any driver's licence issued to you or the unauthorised driver

14.2.2. If any driver of the vehicle is charged or convicted of reckless, negligent or inconsiderate driving or driving under the influence of alcohol or where his blood alcohol concentration exceeds the legal limit or such person fails a breathalyser test.

**15. NaTIS registration**

The Vehicle must be registered on the National Administration Traffic Information System (NaTIS) of the Republic of South Africa.

**16. Emergency Repairs**

You may authorise emergency repairs in respect of a valid claim up to the amounts shown on the Limit of Indemnity Schedule according to the Territorial Limits without our prior consent. If the damage occurs outside the borders of the Republic of South Africa, you have to pay the repair costs yourself and we will reimburse you upon your return. The amounts include the amount of your Excess.

**17. Cherished Remains**

We will deduct fifteen percent (15%) off the Agreed Value in the event of a Total Loss if you want to keep the salvage as your cherished remains.

**18. Territorial Limits**

The Territorial Limits are:

Vehicle Category	Vehicle Description	RSA	Namibia	Botswana	Lesotho	Swaziland	Zimbabwe	Mozambique	Malawi	Angola	Zambia	Tanzania	Kenya	Uganda
All	Classic Car	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No

**19. Exceptions A : Driver**

We will not be liable if you, the Named Person or other driver (with your explicit or implied permission) of the Vehicle, at the time of the accident:

- 19.1. Was not in possession of a valid and applicable Driver's or Learner's Licence in terms of the National Traffic Act (Act No. 93 of 1996) or any replacement or similar applicable statute and that the driver was not complying to the regulations thereof
- 19.2. Was under the influence of drugs or alcohol or where the concentration of alcohol in the driver's blood exceeds the statutory limits in terms of legislation applying to the Territorial Limits in which the Vehicle is being used or the driver fails a breathalyser test
- 19.3. Is in possession of a licence that has been cancelled or endorsed whether this cancellation/ endorsement is on the licence itself or with the authorities or has been convicted of negligent or reckless driving with a period of three (3) years before the date of the accident.

**20. Exceptions B : Use of Vehicle**

We will, in respect of all the Types of Use, not be liable if the Vehicle is used for:

- 20.1. Any use otherwise than as shown on the Policy Schedule and defined in the Types of Use clauses
- 20.2. Commercial travelling i.e. for trade/sales purposes
- 20.3. Carriage of goods for reward i.e. transport business
- 20.4. Carriage of people or goods or towed units where the load capacity exceeds the manufacturer's specifications
- 20.5. Hiring, rented out
- 20.6. Carriage of passengers for reward. This exception is not applicable to a Lift Club.
- 20.7. Carriage of explosives, inflammable/flammable liquids, hazardous goods/waste, liquid petroleum, illegal commodities, nuclear material/toxic waste/gas.
- 20.8. Any endurance, durability, racing speed or other contests, rallies, trials, competitions unless stated to be included
- 20.9. Driving instruction regardless of whether for reward or not
- 20.10. Towing for reward
- 20.11. Any operation in conditions which fall outside the Vehicle's utilisation specifications as determined by the manufacturer/his nominated agent/dealer/supplier
- 20.12. Any use while the Vehicle is being driven or used in a condition that does not comply with the provisions and regulations of the Road Traffic Ordinances of the Republic of South Africa or any similar legislation which applies to the Territorial Limits
- 20.13. Any use associated with the motor trade where the Vehicle is in the custody or control of the motor trade. This includes, but is not limited to vehicles that are stock-in-trade, hired/leased/loaned out, registered to a motor trader, used for customer courtesy / demonstration / sale / collection / delivery purposes. This exclusion is not applicable where the Vehicle is undergoing normal maintenance/ service or repairs.
- 20.14. Any use on/within an aviation apron/runway
- 20.15. Any use in the underground workings of a mine
- 20.16. More than 8,300 km (5,000 miles) per insurance year.

**21. Exceptions C : Vehicle**

We will not be liable for any loss or damage to any Vehicle:

- 21.1. To tyre(s) due to unevenness of the road surface
- 21.2. To tyre(s) unless there is also insured damage to the rest of the Vehicle
- 21.3. To the Vehicle while it is transported between sea ports
- 21.4. Due to mechanical or electrical breakdown unless it is caused by an Insured Event
- 21.5. Due to defective or inadequate design, materials, workmanship, construction or material, repair or faulty /defective parts or components
- 21.6. Due to gradual deterioration, lack of maintenance, wear and tear, progressive or rapid degeneration, prolonged friction, rust and corrosion.

**22. Exceptions E : Third Party Liability**

We are not liable for:

- 22.1. Death or bodily injury to:
  - 22.1.1. Your family member normally resident with you
  - 22.1.2. Your employee who is killed or injured during the course of his employment. This is not applicable to your Domestic Employee
  - 22.1.3. Any person who is entitled to claim from the Road Accident Fund (RAF) established in terms of the Road Accident Fund Act (Act No. 56 of 1996) or any similar legislation which applies to the Territorial Limits
  - 22.1.4. Any person who is carried on a part of the Vehicle which is not designed for the carriage of passengers or who is on an open backed Vehicle
- 22.2. Damage to property:
  - 22.2.1. That belongs to you or held in your or your family's custody
  - 22.2.2. That is carried in/on or loaded on/off the Vehicle or any trailer/caravan attached thereto.

## Section 12 MOTORCYCLE

### 1. Indemnity

This Section covers your Vehicle as shown on the Policy Schedule. We will indemnify you for any loss, damage, liability, costs and expenses described under:

- 1.1. Insured Events
- 1.1. Additional Cover
- 1.1. Optional Additional Cover only if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

#### Subject to the provisions of the:

- 1.1. Category of Vehicle
- 1.1. Type of Cover
- 1.1. Type of Use
- 1.1. Basis of Indemnity
- 1.1. Driver Basis

We will not indemnify you for any losses whatsoever as described under Exceptions.

### 2. Vehicle Category

The Vehicle is classified as one of the following:

Category	Sub-Category & Name	Description
1	Road Motorcycle	Two-wheeled vehicle (with or without a sidecar) that is powered by a motor.

### 3. Insured Events

Depending on the Type of Cover you have chosen and as shown on the Policy Schedule, the Insured Events are:

#### 3.1. Own Damage

Any accidental damage to the Vehicle shown on the Policy Schedule. This includes, but is not limited to, a motor vehicle accident, fire, lightning, explosion, theft or attempted theft and hijack.

#### 3.2. Third Party Liability

Your personal legal liability to pay compensation to a Third Party as a result of an accident caused by or in connection with such Vehicle. We will indemnify you for:

- 3.2.1. Their death or bodily injury
- 3.2.2. Loss or damage to their property
- 3.2.3. Your legal costs and expenses in respect of the above which are incurred with our written consent.

#### 3.3. Medical Expenses

Medical expenses in respect of any person in/on a Vehicle.

#### 4. Type of Cover

Each Vehicle is covered for one of the following Types of Cover according to your choice of cover and as shown on the Policy Schedule:

##### 4.1. Comprehensive

- 4.1.1. Own Damage
- 4.1.2. Third Party Liability
- 4.1.3. Medical Expenses
- 4.1.4. Additional Cover
- 4.1.5. Any Optional Additional Cover which you may have requested.

##### 4.2. Third Party, Fire and Theft

- 4.2.1. Fire, lightning, explosion and theft or attempted theft of the Vehicle
- 4.2.2. Third Party Liability
- 4.2.3. Additional Cover – only the following is applicable:
  - 4.2.3.1. Protection and Removal
  - 4.2.3.2. Delivery after repair
  - 4.2.3.3. Fire Extinguishing
  - 4.2.3.4. Emergency Charges

**But excluding:**

- 4.2.4. Theft of the audio/navigation equipment/two way radio unless the entire Vehicle is also stolen
- 4.2.5. Damage to tyre(s)/engine unless some other part of the Vehicle is damaged at the same time or such damage is caused by thieves or persons of malicious intent
- 4.2.6. All other cover.

##### 4.3. Third Party Only

Only cover in respect of Third Party Liability is provided. All other cover is excluded.

#### 5. Type of Use

You are covered for one of the following Types of Use according to your choice of cover and as shown on the Policy Schedule. All Types of Use exclude the uses as described in Clause 20 Exceptions B : Use of Vehicle:

- 5.1. Private Use
- 5.2. Professional Use

#### 6. Basis of Indemnity

Unless stated otherwise on the Policy Schedule, we will in the event of Theft or a Total Loss indemnify you in respect of:

- 6.1. Any Code 1 and Code 2 registered Vehicle on a Retail Value basis
- 6.2. Any Code 3 registered Vehicle on a Market Value basis
- 6.3. Average is not applicable
- 6.4. Betterment will be applied.

## 7. Driver Basis

You are covered for one of the following Driver Bases according to your choice of cover and as shown on the Policy Schedule:

### 7.1. Open Driver Basis

You or any person to whom you give consent/permission to use/drive the Vehicle,

#### Subject to:

- 7.1.1. The person being in possession of a valid and applicable driver's licence in accordance with the Traffic Ordinances of the Territorial Limits
- 7.1.2. If you have declared to us that a certain person is a regular driver then the regular use of the Vehicle by another person will be excluded
- 7.1.3. Such person is, like you, subject to the terms and conditions of this Policy and:
- 7.1.4. Has to your knowledge never been refused any motor insurance or continuance thereof
- 7.1.5. Is not entitled to indemnification under another policy.

### 7.2. Named Driver Basis

Only the person(s) who are named on the Policy Schedule may drive the Vehicle.

## 8. Additional Cover

### 8.1. Windscreen/Window Glass

We will pay for the Vehicle's windscreen/window glass if it is damaged or broken and there is no other damage to the Vehicle.

### 8.2. Vehicle Audio/Navigation Equipment

If the Vehicle's audio / navigational equipment or two way radio is not specifically insured under the Section 9 All Risks, we will pay the limited amount as shown on the Policy Schedule for loss or damage due to Burglary or attempted Burglary of such equipment as well as associated damage to the Vehicle. The Vehicle must be locked in garage/building and Burglary must be from such locked building.

### 8.3. Protection and Removal

We will pay for the protection and removal costs of the Vehicle to the nearest repairer following an Insured Event.

### 8.4. Delivery after repair

We will pay for the delivery costs of the Vehicle to your address as shown on the Policy Schedule if we have repaired it.

### 8.5. Fire Extinguishing Charges

We will pay for the fire extinguishing costs if you are legally liable for such costs and the Vehicle was on fire or was in danger of being damaged by fire.

### 8.6. Emergency Charges

We will pay for any emergency costs charged by any public authority as a result of an Insured Event.

### 8.7. Repatriation Costs

If the Vehicle suffers loss/damage due to an Insured Event or a mechanical or electrical breakdown outside the borders of the Republic of South Africa but inside the Territorial Limits, we will pay for the following:

- |       |                       |   |
|-------|-----------------------|---|
| 8.7.1 | Vehicle Repatriation  | Repatriation costs of the Vehicle and the tow rig attached to it back to the Republic of South Africa.              |
| 8.7.2 | Vehicle Hire          | Vehicle Hire for a period not exceeding three (3) days.   |
| 8.7.3 | Occupant Repatriation | Repatriation costs of the occupants of the Vehicle by way of a one way flight back to the Republic of South Africa. |
| 8.7.4 | Hospitality Benefits  | Temporary accommodation for the occupants of the Vehicle.   |

**Provided always that:**

- 8.7.5. You will pay the upfront costs of the Vehicle Hire, Occupant Repatriation and Temporary Accommodation and we will reimburse you following the formal submission of a claim.
- 8.7.6. You must arrange these costs to the most reasonable level and avoid unnecessary duplication.

**8.8 Locks, Keys and Remote Controls**

We will pay for the costs to replace damaged or lost keys, locks and remote controls of the Vehicle. This includes the controls of an alarm / immobilizer and/or the reprogramming thereof.

**8.9. Funeral Expenses**

If any person travelling in the closed-in compartment of a Vehicle is accidentally killed or injured and then suffers death within 3 (three) months of the accident or Insured Event, we will pay the Funeral Expenses benefit.

**8.10 Foreign Government Duties**

If the Vehicle suffers loss/damage due to an Insured Event outside the borders of the Republic of South Africa but within the Territorial Limits, we will pay for the duties imposed by the government of such a country,

**Provided that:**

- 8.10.1. You are legally liable to pay such duties
- 8.10.2. Our Limit of Liability including the direct loss of or damage to the vehicle, but excluding any Third Party Liability, shall not exceed the amount shown on the Limit of Indemnity Schedule.

**8.11. Track Days and Rally Cover**

Cover is extended to include use of the Vehicle when participating in a Track Day or Rally event.

**Subject to:**

- 8.11.1. You must inform us twenty four (24) hours in advance of such participation
- 8.11.2. The track must be controlled by a registered and approved track school event organisation
- 8.11.3. Open track day events are not regarded as being under the control of any registered track organisation
- 8.11.4. Only loss or damage to the Vehicle (Own Damage) is covered. All other cover is cancelled.

## 9. Optional Additional Cover

### 9.1. Additional Accessories

Cover is extended to include the:

- 9.1.1. Optional extras which the factory has fitted to the Vehicle and which are described in the Policy Schedule. We will indemnify you on the same basis as the Vehicle is indemnified
- 9.1.2. Non-standard accessories, conversions and specialized fitments described in the Policy Schedule. We will indemnify you according to its a fair market value or if you have so chosen, on an Agreed Value basis. This will be shown on the Policy Schedule.

### 9.2. Credit Shortfall

If the Vehicle is financed and is a Total Loss, we will pay the outstanding finance charges (shortfall) calculated to the month in which the claim is settled, up to the maximum amount as stated in the Limit of Indemnity Schedule

#### But Excluding:

- 9.2.1. Any residual amount recorded in the finance agreement
- 9.2.2. Any arrear instalments/rentals and interest thereon
- 9.2.3. Any amounts paid in advance of when due
- 9.2.4. Any refunds of insurance premiums due to the cancellation of such insurance
- 9.2.5. All other refunds or recoveries obtainable

#### And provided always that this cover shall not be applicable if:

- 9.2.6. The shortfall is as a result of a re-advance under the finance agreement
- 9.2.7. Any single instalment differs more than ten percent (10%) from any other instalment. This is not applicable to the last instalment.

### 9.3. Car Hire (following Accident)

If the Vehicle is in an accident and either requires repairs or is a Total Loss, we will provide you with a substitute vehicle in accordance with the terms and conditions of Section IV Car Hire. The Car Hire is managed by an independent service provider.

### 9.4. Car Hire (following Theft/Hijack)

If the Vehicle is a Total Loss due to Theft or Hijack, we will provide you with a substitute vehicle in accordance with the terms and conditions of Section IV Car Hire. The Car Hire is managed by an independent service provider.

### 9.5. Car Hire (following Mechanical or Electrical Breakdown)

If the Vehicle suffers mechanical or electrical breakdown, we will provide you with a substitute vehicle in accordance with the terms and conditions of Section IV Car Hire. The Car hire is managed by an independent service provider.

### 9.6. Excess Buy Down

If we we have accepted/authorised a valid claim in respect of Own Damage you will not be responsible for:

- 9.6.1. Your basic Excess
- 9.6.2. Any additional Excesses that may be applicable in respect of theft, hijacking, water damage, roll-over
- 9.6.3. Subject however to your payment of the reduced Inner Excess as shown on the Excess Schedule.

**This cover is not applicable to the following Excesses:**

- 9.6.4. Windscreen/Window Glass
- 9.6.5. Third Party
- 9.6.6. Medical Expenses
- 9.6.7. Additional Cover
- 9.6.8. Optional Additional Cover
- 9.6.9. Additional or penal Excesses (e.g. driver's age, license type etc.).

**10. Vehicle Security Warranty**

In order for cover for theft, hijack or any attempt thereat to be operative you warrant that:

- 10.1. If we require a security device to be fitted, this will be shown on the Policy Schedule
- 10.2. Any security device that we require to be installed is fully operational at all times
- 10.3. In respect of a tracking device that:
  - 10.3.1. The Vehicle is monitored on a twenty four (24) hour basis
  - 10.3.2. It is linked to the tracking and recovery service
  - 10.3.3. You are immediately notified of any activation and that immediate steps are taken to recover the Vehicle
  - 10.3.4. A legal contract exists between you and the supplier of the device containing these requirements
  - 10.3.5. Any subscription fees have been paid in full.

**11. Locked Gate Warranty**

You warrant that the Vehicle, including the trailer where applicable, is parked behind locked gates. Loss must be due to Burglary from the property.

**12. Roadworthiness**

You must take all reasonable steps to protect and maintain the Vehicle in a roadworthy condition as required by any legislation that is applicable to any of the areas of the Territorial Limits.

**13. Unavailable parts**

If any part that is necessary to repair the Vehicle, excluding windscreen or other glass, is not available in the Republic of South Africa as a standard ready-made part, we will pay an amount equal to the value of the part at the time of the loss or damage. The amount includes the reasonable cost to transport the part by road, air, rail or ship up to the limit shown in the Limit of Indemnity Schedule.

**14. Unauthorised use of Vehicle**

If any person uses your Vehicle without your knowledge and consent and loss or damage occurs you:

- 14.1 Must lay a criminal charge against such person with the Police within forty eight (48) hours
- 14.2 May not withdraw such charge.

**15. Drivers Licence and Offences**

- 15.1. You/Driver must at all times be in possession of a valid and applicable Driver's or Learner's Licence in terms of the National Traffic Act (Act No. 93 of 1996) or any replacement or similar applicable statute and must comply with the regulations thereof
- 15.2. You must immediately and in writing notify us of:

- 15.2.1. The endorsement, suspension or cancellation of any driver's licence issued to you or the unauthorised driver
- 15.2.2. If any driver of the vehicle is charged or convicted of reckless, negligent or inconsiderate driving or driving under the influence of alcohol or where his blood alcohol concentration exceeds the legal limit or such person fails a breathalyser test.

## 16. NaTIS registration

The Vehicle must be registered on the National Administration Traffic Information System (NaTIS) of the Republic of South Africa.

## 17. Emergency Repairs

You may authorise emergency repairs in respect of a valid claim up to the amounts shown on the Limit of Indemnity Schedule according to the Territorial Limits without our prior consent. If the damage occurs outside the borders of the Republic of South Africa, you have to pay the repair costs yourself and we will reimburse you upon your return. The amounts include the amount of your Excess.

## 18. Territorial Limits

The Territorial Limits for each Vehicle Category is as follows:

Vehicle Category	Vehicle Description	RSA	Namibia	Botswana	Lesotho	Swaziland	Zimbabwe	Mozambique	Malawi	Angola	Zambia	Tanzania	Kenya	Uganda
1	Road MC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

## 19. Exceptions A : Driver

We will not be liable if you, the Named Person or other driver (with your explicit or implied permission) of the Vehicle, at the time of the accident:

- 19.1. Was not in possession of a valid and applicable Driver's or Learner's Licence in terms of the National Traffic Act (Act No. 93 of 1996) or any replacement or similar applicable statute and that the driver was not complying to the regulations thereof
- 19.2. Was under the influence of drugs or alcohol or where the concentration of alcohol in the driver's blood exceeds the statutory limits in terms of legislation applying to the Territorial Limits in which the Vehicle is being used or the driver fails a breathalyser test
- 19.3. Is in possession of a licence that has been cancelled or endorsed whether this cancellation/endorsement is on the licence itself or with the authorities or has been convicted of negligent or reckless driving with a period of three (3) years before the date of the accident.

## 20. Exceptions B : Use of Vehicle

We will, in respect of all the Types of Use, not be liable if the Vehicle is used for:

- 20.1. Any use otherwise than as shown on the Policy Schedule and defined in the Types of Use clauses.
- 20.2. Commercial travelling i.e. for trade/sales purposes
- 20.3. Carriage of goods for reward i.e. transport business
- 20.4. Carriage of people or goods or towed units where the load capacity exceeds the manufacturer's specifications
- 20.5. Hiring, rented out
- 20.6. Carriage of passengers for reward.

- 20.7. Carriage of explosives, inflammable/flammable liquids, hazardous goods/waste, liquid petroleum, illegal commodities, nuclear material/toxic waste/gas
- 20.8. Any endurance, durability, racing speed or other contests, rallies, trials, competitions unless stated to be included
- 20.9. Driving instruction regardless of whether for reward or not
- 20.10. Towing for reward
- 20.11. Any operation in conditions which fall outside the Vehicle's utilisation specifications as determined by the manufacturer/his nominated agent/dealer/supplier
- 20.12. Any use while the Vehicle is being driven or used in a condition that does not comply with the provisions and regulations of the Road Traffic Ordinances of the Republic of South Africa or any similar legislation which applies to the Territorial Limits
- 20.13. Any use associated with the motor trade where the Vehicle is in the custody or control of the motor trade. This includes, but is not limited to vehicles that are stock-in-trade, hired/leased/loaned out, registered to a motor trader, used for customer courtesy / demonstration / sale / collection / delivery purposes. This exclusion is not applicable where the Vehicle is undergoing normal maintenance/service or repairs.
- 20.14. Any use on/within an aviation apron/runway
- 20.15. Any use in the underground workings of a mine.

## **21. Exceptions C : Vehicle**

We will not be liable for any loss or damage to any Vehicle:

- 21.1. To tyre(s) due to unevenness of the road surface
- 21.2. To tyre(s) unless there is also insured damage to the rest of the Vehicle
- 21.3. To the Vehicle while it is transported between sea ports
- 21.4. Due to mechanical or electrical breakdown unless it is caused by an Insured Event.
- 21.5. Due to defective or inadequate design, materials, workmanship, construction or material, repair or faulty /defective parts or components
- 21.6. Due to gradual deterioration, lack of maintenance, wear and tear, progressive or rapid degeneration, prolonged friction, rust and corrosion
- 21.7. Which is a grey import.

## **22. Exceptions D : Motor Cycle**

In addition to the above Exceptions A, B and C, we will also not be liable for any loss or damage specifically in respect of a Category 2.1 (Road Motorcycle) to:

- 22.1. The engine unless some other part of the Vehicle is also damaged at the same time or unless such damage is caused by thieves or persons with malicious intent
- 22.2. The suspension/chassis by the application of brakes or caused by or impact with obstacles/uneven road
- 22.3. Undamaged parts. Our liability is limited to the cost of replacing the damaged part only and not the value it may have as a pair or set
- 22.4. Theft of parts or accessories unless the motor cycle is also stolen.

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**23. Exceptions E : Third Party Liability**

We are not liable for:

**23.1 Death or bodily injury to:**

- 23.1.1. Your family member normally resident with you
- 23.1.2. Your employee who is killed or injured during the course of his employment. This is not applicable to your Domestic Employee
- 23.1.3. Any person who is entitled to claim from the Road Accident Fund (RAF) established in terms of the Road Accident Fund Act (Act No. 56 of 1996) or any similar legislation which applies to the Territorial Limits
- 23.1.4. Any person who is carried on a part of the Vehicle which is not designed for the carriage of passengers or who is on an open backed Vehicle or on the pillion of any motorcycle

**23.2. Damage to property:**

- 23.2.1. That belongs to you or held in your or your family's custody
- 23.2.2. That is carried in/on or loaded on/off the Vehicle or any trailer/caravan attached thereto.

## Section 13 DIRTSURE

### 1 Indemnity

This Section covers your Vehicle as shown on the Policy Schedule. We will indemnify you for any loss, damage, liability, costs and expenses described under:

- 1.1. Insured Events
- 1.2. Additional Cover
- 1.3. Optional Additional Cover only if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

#### Subject to the provisions of the:

- 1.4. Category of Vehicle
- 1.5. Type of Cover
- 1.6. Type of Use
- 1.7. Basis of Indemnity
- 1.8. Driver Basis

We will not indemnify you for any losses whatsoever as described under Exceptions.

### 2. Vehicle Category

The Vehicle is classified as one of the following:

Category	Sub-Category & Name	Description
1	Off-Road Motorcycle	Two-wheeled vehicle that is powered by a motor and designed for off-road use.
2	Quad Bike	Motorcycle with four (or three) large tyres designed for off-road use

### 3 Insured Events

Depending on the Type of Cover you have chosen and as shown on the Policy Schedule, the Insured Events are:

#### 3.1. Own Damage

Any accidental damage to the Vehicle shown on the Policy Schedule. This includes, but is not limited to, a motor vehicle accident, fire, lightning, explosion, theft or attempted theft and hijack.

#### 3.2. Third Party Liability

Your personal legal liability to pay compensation to a Third Party as a result of an accident caused by or in connection with such Vehicle. We will indemnify you for:

- 3.2.1. Their death or bodily injury
- 3.2.2. Loss or damage to their property
- 3.2.3. Your legal costs and expenses in respect of the above which are incurred with our written consent.

#### 3.3. Medical Expenses

Medical expenses in respect of any person in/on a Vehicle.

#### 4. Type of Cover

Each Vehicle is covered for one of the following Types of Cover according to your choice of cover and as shown on the Policy Schedule:

##### 4.1 Comprehensive

- 4.1.1. Own Damage
- 4.1.1. Third Party Liability
- 4.1.1. Medical Expenses
- 4.1.1. Additional Cover
- 4.1.1. Any Optional Additional Cover which you may have requested.

##### 4.2. Third Party, Fire and Theft

- 4.2.1. Fire, lightning, explosion and theft or attempted theft of the Vehicle
- 4.2.2. Third Party Liability
- 4.2.3. Additional Cover – only the following is applicable:
  - 4.2.3.1. Protection and Removal
  - 4.2.3.2. Delivery after repair
  - 4.2.3.3. Fire Extinguishing
  - 4.2.3.4. Emergency Charges

**But excluding:**

- 4.2.4. Theft of the audio/navigation equipment/two way radio unless the entire Vehicle is also stolen
- 4.2.5. Damage to tyre(s)/engine unless some other part of the Vehicle is damaged at the same time or such damage is caused by thieves or persons of malicious intent
- 4.2.6. All other cover.

##### 4.3 Third Party Only

Only cover in respect of Third Party Liability is provided. All other cover is excluded.

#### 5. Type of Use

You are covered for one of the following Types of Use according to your choice of cover and as shown on the Policy Schedule. All Types of Use exclude the uses as described in Clause 20 Exceptions B : Use of Vehicle:

- 5.1. Private Use

#### 6. Basis of Indemnity

Unless stated otherwise on the Policy Schedule, we will in the event of Theft or a Total Loss indemnify you in respect of:

- 6.1. Any Code 1 and Code 2 registered Vehicle on a Retail Value basis
- 6.1. Any Code 3 registered Vehicle on a Market Value basis
- 6.1. Average is not applicable
- 6.1. Betterment will be applied.

## 7. Driver Basis

You are covered for one of the following Driver Bases according to your choice of cover and as shown on the Policy Schedule:

### 7.1. Open Driver Basis

You or any person to whom you give consent/permission to use/drive the Vehicle,

#### Subject to:

7.1.1. The person being in possession of a valid and applicable driver's licence in accordance with the Traffic Ordinances of the Territorial Limits

7.1.2. If you have declared to us that a certain person is a regular driver then the regular use of the Vehicle by another person will be excluded

7.1.3. Such person is, like you, subject to the terms and conditions of this Policy and:

7.1.3.1. Has to your knowledge never been refused any motor insurance or continuance thereof

7.1.3.1. Is not entitled to indemnification under another policy.

### 7.2. Named Driver Basis

Only the person(s) who are named on the Policy Schedule may drive the Vehicle.

## 8. Additional Cover

### 8.1. Windscreen/Window Glass

We will pay for the Vehicle's windscreen/window glass if it is damaged or broken and there is no other damage to the Vehicle.

### 8.2. Vehicle Audio/Navigation Equipment

If the Vehicle's audio / navigational equipment or two way radio is not specifically insured under the Section 9 All Risks, we will pay the limited amount as shown on the Policy Schedule for loss or damage due to Burglary or attempted Burglary of such equipment as well as associated damage to the Vehicle. The Vehicle must be locked in garage/building and Burglary must be from such locked building.

### 8.3. Protection and Removal

We will pay for the protection and removal costs of the Vehicle to the nearest repairer following an Insured Event.

### 8.4. Delivery after repair

We will pay for the delivery costs of the Vehicle to your address as shown on the Policy Schedule if we have repaired it.

### 8.5. Fire Extinguishing Charges

We will pay for the fire extinguishing costs if you are legally liable for such costs and the Vehicle was on fire or was in danger of being damaged by fire.

### 8.6. Emergency Charges

We will pay for any emergency costs charged by any public authority as a result of an Insured Event.

### 8.7. Repatriation Costs

If the Vehicle suffers loss/damage due to an Insured Event or a mechanical or electrical breakdown outside the borders of the Republic of South Africa but inside the Territorial Limits, we will pay for the following:

- 8.7.1. Vehicle Repatriation Repatriation costs of the Vehicle and the tow rig attached to it back to the Republic of South Africa.

**Provided always that:**

- 8.7.2. You will pay the upfront costs of the Vehicle Hire, Occupant Repatriation and Temporary Accommodation and we will reimburse you following the formal submission of a claim
- 8.7.3. You must arrange these costs to the most reasonable level and avoid unnecessary duplication.

**8.8. Locks, Keys and Remote Controls**

We will pay for the costs to replace damaged or lost keys, locks and remote controls of the Vehicle. This includes the controls of an alarm / immobilizer and/or the reprogramming thereof.

**8.9. Funeral Expenses**

If any person travelling in the closed-in compartment of a Vehicle is accidentally killed or injured and then suffers death within 3 (three) months of the accident or Insured Event, we will pay the Funeral Expenses benefit.

**8.10. New Vehicle Indemnification**

If you are the first registered owner of a new Vehicle and the Vehicle becomes a Total Loss due to an Insured Event within the first 12 (twelve) months from its registration, we will pay the lesser of the:

- 8.10.1. New List price as at the Date of Loss; or
- 8.10.2. Retail Value at Inception Date of the Item plus 15% (fifteen percent).

**8.11. Foreign Government Duties**

If the Vehicle suffers loss/damage due to an Insured Event outside the borders of the Republic of South Africa but within the Territorial Limits, we will pay for the duties imposed by the government of such a country,

**Provided that:**

- 8.1.1. You are legally liable to pay such duties
- 8.1.2. Our Limit of Liability including the direct loss of or damage to the vehicle, but excluding any Third Party Liability, shall not exceed the amount shown on the Limit of Indemnity Schedule.

**8.12. Racing Risks**

Cover is extended to include use of a Category 1 Vehicle (Off-Road Motorcycle) only for participation in any endurance, durability, racing, speed or other contests, rallies, trials, competitions. Exception 20.8 is therefore cancelled.

**Subject to:**

- 8.12.1. The event being organized by Motorsport SA (MSA) or World of Motorsport SA (WOMZA) only
- 8.12.2. The Sum Insured/Limit of Indemnity being adjusted to the amount shown on the Limit of Indemnity Schedule
- 8.12.3. Only loss or damage to the Vehicle (Own Damage) is covered. All other cover is cancelled

**But excluding:**

- 8.12.4. Dual purpose motorcycles.

## 9. Optional Additional Cover

### 9.1 Additional Accessories

Cover is extended to include the:

- 9.1.1. Optional extras which the factory has fitted to the Vehicle and which are described in the Policy Schedule. We will indemnify you on the same basis as the Vehicle is indemnified
- 9.1.2. Non-standard accessories, conversions and specialised fitments described in the Policy Schedule. We will indemnify you according to its a fair market value or if you have so chosen, on an Agreed Value basis. This will be shown on the Policy Schedule.

### 9.2. Credit Shortfall

If the Vehicle is financed and is a Total Loss, we will pay the outstanding finance charges (shortfall) calculated to the month in which the claim is settled,

**But Excluding:**

- 9.2.1. Any residual amount recorded in the finance agreement
- 9.2.2. Any arrear instalments/rentals and interest thereon
- 9.2.3. Any amounts paid in advance of when due
- 9.2.4. Any refunds of insurance premiums due to the cancellation of such insurance
- 9.2.5. All other refunds or recoveries obtainable

**And provided always that this cover shall not be applicable if:**

- 9.2.6. The shortfall is as a result of a re-advance under the finance agreement
- 9.2.7. Any single instalment differs more than ten percent (10%) from any other instalment. This is not applicable to the last instalment.

## 10. Vehicle Security Warranty

In order for cover for theft, hijack or any attempt thereat to be operative you warrant that:

- 10.1. If we require more security than noted above, this will be shown on the Policy Schedule and will override this minimum requirement.
- 10.2. Any security device that we require to be installed is fully operational at all times.
- 10.3. In respect of a tracking device that:
  - 10.3.1. The Vehicle is monitored on a twenty four (24) hour basis
  - 10.3.2. It is linked to the tracking and recovery service
  - 10.3.3. You are immediately notified of any activation and that immediate steps are taken to recover the Vehicle
  - 10.3.4. A legal contract exists between you and the supplier of the device containing these requirements
  - 10.3.5. Any subscription fees have been paid in full.

## 11. Locked Gate Warranty

You warrant that the Vehicle, including the trailer where applicable, is parked behind locked gates. Loss must be due to Burglary from the property.

**12. Roadworthiness**

You must take all reasonable steps to protect and maintain the Vehicle in a roadworthy condition as required by any legislation that is applicable to any of the areas of the Territorial Limits.

**13. Unavailable parts**

If any part that is necessary to repair the Vehicle, excluding windscreen or other glass, is not available in the Republic of South Africa as a standard ready-made part, we will pay an amount equal to the value of the part at the time of the loss or damage. The amount includes the reasonable cost to transport the part by road, air, rail or ship up to the limit shown in the Limit of Indemnity Schedule.

**14. Unauthorised use of Vehicle**

If any person uses your Vehicle without your knowledge and consent and loss or damage occurs you:

14.1. Must lay a criminal charge against such person with the Police within forty eight (48) hours

14.2. May not withdraw such charge.

**15. Drivers Licence and Offences**

15.1. You/Driver must at all times be in possession of a valid and applicable Driver's or Learner's Licence in terms of the National Traffic Act (Act No. 93 of 1996) or any replacement or similar applicable statute and must comply with the regulations thereof.

15.2. You must immediately and in writing notify us of:

15.2.1. The endorsement, suspension or cancellation of any driver's licence issued to you or the unauthorised driver

15.2.1. If any driver of the vehicle is charged or convicted of reckless, negligent or inconsiderate driving or driving under the influence of alcohol or where his blood alcohol concentration exceeds the legal limit or such person fails a breathalyser test.

**16. NaTIS registration**

The Vehicle must be registered on the National Administration Traffic Information System (NaTIS) of the Republic of South Africa.

**17. Emergency Repairs**

You may authorise emergency repairs in respect of a valid claim up to the amounts shown on the Limit of Indemnity Schedule according to the Territorial Limits without our prior consent. If the damage occurs outside the borders of the Republic of South Africa, you have to pay the repair costs yourself and we will reimburse you upon your return. The amounts include the amount of your Excess.

**18. Territorial Limits**

The Territorial Limits for each Vehicle Category is as follows:

Vehicle Category	Vehicle Description	RSA	Namibia	Botswana	Lesotho	Swaziland	Zimbabwe	Mozambique	Malawi	Angola	Zambia	Tanzania	Kenya	Uganda
1	Off-Road Motorcycle	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Quad	Yes	No	No	No	No	No	No	No	No	No	No	No	No

**19. Exceptions A : Driver**

We will not be liable if you, the Named Person or other driver (with your explicit or implied permission) of the Vehicle, at the time of the accident:

- 19.1. Was not in possession of a valid and applicable Driver's or Learner's Licence in terms of the National Traffic Act (Act No. 93 of 1996) or any replacement or similar applicable statute and that the driver was not complying to the regulations thereof
- 19.2. Was under the influence of drugs or alcohol or where the concentration of alcohol in the driver's blood exceeds the statutory limits in terms of legislation applying to the Territorial Limits in which the Vehicle is being used or the driver fails a breathalyser test
- 19.3. Is in possession of a licence that has been cancelled or endorsed whether this cancellation/endorsement is on the licence itself or with the authorities or has been convicted of negligent or reckless driving with a period of three (3) years before the date of the accident.

**20. Exceptions B : Use of Vehicle**

We will, in respect of all the Types of Use, not be liable if the Vehicle is used for:

- 20.1. Any use otherwise than as shown on the Policy Schedule and defined in the Types of Use clauses.
- 20.2. Commercial travelling i.e. for trade/sales purposes
- 20.3. Carriage of goods for reward i.e. transport business
- 20.4. Carriage of people or goods or towed units where the load capacity exceeds the manufacturer's specifications
- 20.5. Hiring, rented out
- 20.6. Carriage of passengers for reward
- 20.7. Carriage of explosives, inflammable/flammable liquids, hazardous goods/waste, liquid petroleum, illegal commodities, nuclear material/toxic waste/gas
- 20.8. Any endurance, durability, racing speed or other contests, rallies, trials, competitions unless stated to be included
- 20.9. Driving instruction regardless of whether for reward or not
- 20.10. Towing for reward
- 20.11. Any operation in conditions which fall outside the Vehicle's utilisation specifications as determined by the manufacturer/his nominated agent/dealer/supplier
- 20.12. Any use while the Vehicle is being driven or used in a condition that does not comply with the provisions and regulations of the Road Traffic Ordinances of the Republic of South Africa or any similar legislation which applies to the Territorial Limits
- 20.13. Any use associated with the motor trade where the Vehicle is in the custody or control of the motor trade. This includes, but is not limited to vehicles that are stock-in-trade, hired/leased/loaned out, registered to a motor trader, used for customer courtesy / demonstration / sale / collection / delivery purposes. This exclusion is not applicable where the Vehicle is undergoing normal maintenance/service or repairs.
- 20.14. Any use on/within an aviation apron/runway
- 20.15. Any use in the underground workings of a mine.

**21. Exceptions C : Vehicle**

We will not be liable for any loss or damage to any Vehicle:

- 21.1. To tyre(s) due to unevenness of the road surface
- 21.2. To tyre(s) unless there is also insured damage to the rest of the Vehicle
- 21.3. To the Vehicle while it is transported between sea ports
- 21.4. Due to mechanical or electrical breakdown unless it is caused by an Insured Event
- 21.5. Due to defective or inadequate design, materials, workmanship, construction or material, repair or faulty /defective parts or components
- 21.6. Due to gradual deterioration, lack of maintenance, wear and tear, progressive or rapid degeneration, prolonged friction, rust and corrosion
- 21.7. Which is a grey import.

**22. Exceptions D : Motor Cycle**

In addition to the above Exceptions A, B and C, we will also not be liable for any loss or damage to:

- 22.1. The engine unless some other part of the Vehicle is also damaged at the same time or unless such damage is caused by thieves or persons with malicious intent
- 22.2. The suspension/chassis by the application of brakes or caused by or impact with obstacles/uneven road
- 22.3. Undamaged parts. Our liability is limited to the cost of replacing the damaged part only and not the value it may have as a pair or set
- 22.4. Theft of parts or accessories unless the motor cycle is also stolen.

**23. Exceptions E : Third Party Liability**

We are not liable for:

- 23.1. Death or bodily injury to:
  - 23.1.1. Your family member normally resident with you
  - 23.1.2. Your employee who is killed or injured during the course of his employment. This is not applicable to your Domestic Employee
  - 23.1.3. Any person who is entitled to claim from the Road Accident Fund (RAF) established in terms of the Road Accident Fund Act (Act No. 56 of 1996) or any similar legislation which applies to the Territorial Limits
  - 23.1.4. Any person who is carried on a part of the Vehicle which is not designed for the carriage of passengers or who is on an open backed Vehicle or on the pillion of any motorcycle.
- 23.2. Damage to property:
  - 23.2.1. That belongs to you or held in your or your family's custody.
  - 23.2.1. That is carried in/on or loaded on/off the Vehicle or any trailer/caravan attached thereto.

## Section 14 CARAVAN & TRAILER

### 1. Indemnity

This Section covers your Vehicle as shown on the Policy Schedule. We will indemnify you for any loss, damage, liability, costs and expenses described under:

- 1.1. Insured Events
- 1.2. Additional Cover
- 1.3. Optional Additional Cover only if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

#### Subject to the provisions of the:

- 1.4. Category of Vehicle
- 1.5. Type of Use
- 1.6. Basis of Indemnity
- 1.7. Driver Basis

We will not indemnify you for any losses whatsoever as described under Exceptions.

### 2. Vehicle Category

The Vehicle is classified as one of the following:

Category	Sub-Category & Name	Description
1	Caravan	Caravan, safari/4x4 trailer or other customised units equipped for living in and designed to be pulled by a motor vehicle. This includes the manufacturer/agent's standard supplied fixtures, fittings and contents.
2	Trailer	Trailer for baggage, camping, mobile kitchen, vehicle, motorcycle, quad bike, small craft, light aircraft, animals or other customised units equipped to carry items or goods and designed to be pulled by a motor vehicle. This includes the specialised fitments and spares.

### 3. Insured Events

The Insured Events are:

#### 3.1. Own Damage

Any accidental damage to the Vehicle shown on the Policy Schedule. This includes, but is not limited to, a motor vehicle accident, fire, lightning, explosion, theft or attempted theft and hijack.

#### 3.2. Third Party Liability

Your personal legal liability to pay compensation to a Third Party as a result of an accident caused by or in connection with such Vehicle. We will indemnify you for:

- 3.2.1. Their death or bodily injury
- 3.2.2. Loss or damage to their property
- 3.2.3. Your legal costs and expenses in respect of the above which are incurred with our written consent.

**4. Type of Use**

You are covered for one of the following Types of Use according to your choice of cover and as shown on the Policy Schedule. All Types of Use exclude the uses as described in Clause 16 Exceptions B : Use of Vehicle:

- 4.1. Private and Off Road Use
- 4.2. Professional Tour Operator and Off Road Use.

**5. Basis of Indemnity**

Unless stated otherwise on the Policy Schedule, we will in the event of Theft or a Total Loss indemnify you in respect of:

- 5.1. Any Code 1 and Code 2 registered Vehicle on a Retail Value basis
- 5.1. Average is not applicable
- 5.1. Betterment will be applied.

**6. Driver Basis**

You or any person to whom you give consent/permission to use/drive a vehicle towing the caravan/trailer, may use the vehicle

Subject to:

- 6.1. The person being in possession of a valid and applicable driver's licence in accordance with the Traffic Ordinances of the Territorial Limits
- 6.2. If you have declared to us that a certain person is a regular driver then the regular use of the Vehicle by another person will be excluded
- 6.3. Such person is, like you, subject to the terms and conditions of this Policy and:
  - 6.3.1. Has to your knowledge never been refused any motor insurance or continuance thereof
  - 6.3.2. Is not entitled to indemnification under another policy.

**7. Additional Cover****7.1. Protection and Removal**

We will pay for the protection and removal costs of the Vehicle to the nearest repairer following an Insured Event.

**7.2. Delivery after repair**

We will pay for the delivery costs of the Vehicle to your address as shown on the Policy Schedule if we have repaired it.

**7.3. Fire Extinguishing Charges**

We will pay for the fire extinguishing costs if you are legally liable for such costs and the Vehicle was on fire or was in danger of being damaged by fire.

**7.4. Emergency Charges**

We will pay for any emergency costs charged by any public authority as a result of an Insured Event.

**7.5. Repatriation Costs**

If the Vehicle suffers loss/damage due to an Insured Event or a mechanical or electrical breakdown outside the borders of the Republic of South Africa but inside the Territorial Limits, we will pay for the following:

- 7.5.1 Vehicle Repatriation      Repatriation costs of the Vehicle and the tow rig attached to it back to the Republic of South Africa.

**7.6. Locks, Keys and Remote Controls**

We will pay for the costs to replace damaged or lost keys, locks and remote controls of the Vehicle. This includes the controls of an alarm / immobilizer and/or the reprogramming thereof.

**7.7. Caravan/Trailer Contents**

If not specifically insured under Section 9 All Risks, we will pay for the Accidental Damage to non-standard Caravan/Trailer Contents that are permanently kept in the Category 5.1 Vehicle (Caravan) and Category 5.2 Vehicle (Trailer)

**But excluding:**

- 7.7.1. Personal possessions, wearing apparel and personal effects
- 7.7.2. Sporting equipment
- 7.7.3. Money
- 7.7.4. Consumables, perishables, stock-in-trade
- 7.7.5. Jewellery, watches, spectacles
- 7.7.6. Cellphones, photographic, optical, computer, communication and electronic equipment
- 7.7.7. Objet d'art (small items of art)
- 7.7.8. Firearms
- 7.7.9. Tools
- 7.7.10. Small craft, motorcycles, quad bikes carried in/or on a trailer
- 7.7.11. Theft while the caravan or attached side tent is unoccupied
- 7.7.12. Loss of or damage by fraud or dishonesty of the person to whom the caravan is on loan or hire
- 7.7.13. Any single item with an amount over the single article limit shown in the Limit of Indemnity Schedule.

**7.8. New Vehicle Indemnification**

If you are the first registered owner of a new Vehicle and the Vehicle becomes a Total Loss due to an Insured Event within the first 12 (twelve) months from its registration, we will pay the lesser of the:

- 7.8.1. New List price as at the Date of Loss; or
- 7.8.2. Retail Value at Inception Date of the Item plus 15% (fifteen percent).

**7.9. Foreign Government Duties**

If the Vehicle suffers loss/damage due to an Insured Event outside the borders of the Republic of South Africa but within the Territorial Limits, we will pay for the duties imposed by the government of such a country,

Provided that:

- 7.9.1. You are legally liable to pay such duties
- 7.9.2. Our Limit of Liability including the direct loss of or damage to the vehicle, but excluding any Third Party Liability, shall not exceed the amount shown on the Limit of Indemnity Schedule.

## 8. Optional Additional Cover

### 8.1. Additional Accessories

Cover is extended to include the:

- 8.1.1. Optional extras which the factory has fitted to the Vehicle and which are described in the Policy Schedule. We will indemnify you on the same basis as the Vehicle is indemnified.
- 8.1.2. Non-standard accessories, conversions and specialized fitments described in the Policy Schedule. We will indemnify you according to its a fair market value or if you have so chosen, on an Agreed Value basis. This will be shown on the Policy Schedule.

### 8.2. Credit Shortfall

If the Vehicle is financed and is a Total Loss, we will pay the outstanding finance charges (shortfall) calculated to the month in which the claim is settled,

#### But Excluding:

- 8.2.1. Any residual amount recorded in the finance agreement
- 8.2.2. Any arrear instalments/rentals and interest thereon
- 8.2.3. Any amounts paid in advance of when due
- 8.2.4. Any refunds of insurance premiums due to the cancellation of such insurance
- 8.2.5. All other refunds or recoveries obtainable

#### And provided always that this cover shall not be applicable if:

- 8.2.6. The shortfall is as a result of a re-advance under the finance agreement
- 8.2.7. Any single instalment differs more than ten percent (10%) from any other instalment. This is not applicable to the last instalment.

## 9. Roadworthiness

You must take all reasonable steps to protect and maintain the Vehicle in a roadworthy condition as required by any legislation that is applicable to any of the areas of the Territorial Limits.

## 10. Unauthorised use of Vehicle

If any person uses your Vehicle without your knowledge and consent and loss or damage occurs you:

- 10.1. Must lay a criminal charge against such person with the Police within forty eight (48) hours
- 10.2. May not withdraw such charge.

## 11. Drivers Licence and Offences

- 11.1. You/Driver driving the vehicle that tows the Caravan/Trailer must at all times be in possession of a valid and applicable Driver's or Learner's Licence in terms of the National Traffic Act (Act No. 93 of 1996) or any replacement or similar applicable statute and must comply with the regulations thereof
- 11.2. You must immediately and in writing notify us of:
  - 11.2.1. The endorsement, suspension or cancellation of any driver's licence issued to you or the unauthorised driver
  - 11.2.2. If any driver of the vehicle is charged or convicted of reckless, negligent or inconsiderate driving or driving under the influence of alcohol or where his blood alcohol concentration exceeds the legal limit or such person fails a breathalyser test.

**12. NaTIS registration**

The Vehicle must be registered on the National Administration Traffic Information System (NaTIS) of the Republic of South Africa.

**13. Emergency Repairs**

You may authorise emergency repairs in respect of a valid claim up to the amounts shown on the Limit of Indemnity Schedule according to the Territorial Limits without our prior consent. If the damage occurs outside the borders of the Republic of South Africa, you have to pay the repair costs yourself and we will reimburse you upon your return. The amounts include the amount of your Excess.

Territorial Limits

**14. The Territorial Limits for each Vehicle Category is as follows:**

Vehicle Category	Vehicle Description	RSA	Namibia	Botswana	Lesotho	Swaziland	Zimbabwe	Mozambique	Malawi	Angola	Zambia	Tanzania	Kenya	Uganda
1	Caravan	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No
2	Trailer	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No

**15. Exceptions A : Driver**

We will not be liable if you, the Named Person or other driver (with your explicit or implied permission) of the towing Vehicle, at the time of the accident:

- 15.1. Was not in possession of a valid and applicable Driver's or Learner's Licence in terms of the National Traffic Act (Act No. 93 of 1996) or any replacement or similar applicable statute and that the driver was not complying to the regulations thereof
- 15.2. Was under the influence of drugs or alcohol or where the concentration of alcohol in the driver's blood exceeds the statutory limits in terms of legislation applying to the Territorial Limits in which the Vehicle is being used or the driver fails a breathalyser test
- 15.2. Is in possession of a licence that has been cancelled or endorsed whether this cancellation/endorsement is on the licence itself or with the authorities or has been convicted of negligent or reckless driving with a period of three (3) years before the date of the accident.

**16. Exceptions B : Use of Vehicle**

We will, in respect of all the Types of Use, not be liable if the Vehicle is used for:

- 16.1. Any use otherwise than as shown on the Policy Schedule and defined in the Types of Use clauses
- 16.2. Commercial travelling i.e. for trade/sales purposes
- 16.3. Carriage of goods for reward i.e. transport business
- 16.4. Carriage of people or goods or towed units where the load capacity exceeds the manufacturer's specifications
- 16.5. Hiring, rented out
- 16.6. Carriage of passengers for reward. This exception is not applicable to Use 4 : Professional Outdoor Tour Operators or to a Lift Club
- 16.7. Carriage of explosives, inflammable/flammable liquids, hazardous goods/waste, liquid petroleum, illegal commodities, nuclear material/toxic waste/gas

- 16.8. Any endurance, durability, racing speed or other contests, rallies, trials, competitions unless stated to be included
- 16.9. Driving instruction regardless of whether for reward or not
- 16.10. Towing for reward
- 16.11. Any operation in conditions which fall outside the Vehicle's utilisation specifications as determined by the manufacturer/his nominated agent/dealer/supplier
- 16.12. Any use while the Vehicle is being driven or used in a condition that does not comply with the provisions and regulations of the Road Traffic Ordinances of the Republic of South Africa or any similar legislation which applies to the Territorial Limits
- 16.13. Any use associated with the motor trade where the Vehicle is in the custody or control of the motor trade. This includes, but is not limited to vehicles that are stock-in-trade, hired/leased/loaned out, registered to a motor trader, used for customer courtesy / demonstration / sale / collection / delivery purposes. This exclusion is not applicable where the Vehicle is undergoing normal maintenance/ service or repairs
- 16.14. Any use on/within an aviation apron/runway
- 16.15. Any use in the underground workings of a mine.

## **17. Exceptions C : Vehicle**

We will not be liable for any loss or damage to any Vehicle:

- 17.1. To tyre(s) due to unevenness of the road surface
- 17.2. To tyre(s) unless there is also insured damage to the rest of the Vehicle
- 17.3. To the Vehicle while it is transported between sea ports
- 17.4. Due to mechanical or electrical breakdown unless it is caused by an Insured Event
- 17.5. Due to defective or inadequate design, materials, workmanship, construction or material, repair or faulty /defective parts or components
- 17.6. Due to gradual deterioration, lack of maintenance, wear and tear, progressive or rapid degeneration, prolonged friction, rust and corrosion
- 17.7. Due to scratching, biting, chewing, tearing or soiling by any vermin or domestic pets. This does not include loss or damage by wild animals
- 17.8. Which is a grey import.

## **18. Exceptions E : Third Party Liability**

We are not liable for:

- 18.1. Death or bodily injury to:
  - 18.1.1. Your family member normally resident with you
  - 18.1.2. Your employee who is killed or injured during the course of his employment. This is not applicable to your Domestic Employee
  - 18.1.3. Any person who is entitled to claim from the Road Accident Fund (RAF) established in terms of the Road Accident Fund Act (Act No. 56 of 1996) or any similar legislation which applies to the Territorial Limits
  - 18.1.4. Any person who is carried on a part of the Vehicle which is not designed for the carriage of passengers or who is on an open backed Vehicle or on the pillion of any motorcycle. This exception does not apply to a Category 5.1 Vehicle (Tour Operator) which is specially converted for game viewing and which carries a valid Certificate of Fitness
  - 18.1.5. Any person who is in/on or climbing into/out of a Category 5 Vehicle (Caravan/Trailer) whether such Vehicle is being towed or is stationary.
- 18.2. Damage to property:
  - 18.3. That belongs to you or held in your or your family's custody
  - 18.4. That is carried in/on or loaded on/off the Vehicle or any trailer/caravan attached thereto.

## Section 15 MARINE

### 1. Indemnity

This Section covers your Watercraft as shown on the Policy Schedule. We will indemnify you for any loss, damage, liability, costs and expenses while the Watercraft is In Commission and described under:

- 1.1. Insured Events
- 1.2. Additional Cover
- 1.3. Optional Additional Cover only if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

Subject to:

- 1.4. Basis of Indemnity
- 1.5. Type of Use

We will not indemnify you for any losses whatsoever as described under Exceptions.

### 2. Insured Events

The Insured Events are:

#### 2.1. Own Damage

Loss of or damage to the Watercraft shown on the Policy Schedule due to or caused by:

- 2.1.1. Perils of the seas
- 2.1.2. Accidental Damage including due to loading, discharging or handling of stores, gear, equipment, machinery or fuel.
- 2.1.3. Malicious Damage
- 2.1.4. Jettison
- 2.1.5. Piracy
- 2.1.6. Impact by aircraft
- 2.1.7. Theft of the entire Watercraft
- 2.1.8. Burglary of the outboard motors, machinery, gear and equipment
- 2.1.9. Dropping off or falling overboard of outboard motors provided these are securely locked and/or bolted onto the Watercraft
- 2.1.10. Negligence of any person. This excludes negligence or breach of contract in respect of repair / alteration / maintenance of the Watercraft
- 2.1.11. Latent defect in the hull, machinery, breakage of shafts. This excludes the costs or replacing/ repairing the defective part
- 2.1.12. Transit by road. This includes the loading/off-loading of the Watercraft on the conveying vehicle.

**2.2. Third Party Liability**

Your personal legal liability to pay compensation to a Third Party as a result of an accident caused by or in connection with such Watercraft. This includes such liability of any person using the Watercraft with your permission or any water-skier towed / preparing to be towed / embarking / disembarking. We will indemnify you for:

- 2.2.1. Their death or bodily injury
- 2.2.2. Loss or damage to their property
- 2.2.3. Liability in respect of attempted/actual or any neglect/failure to raise, remove or destroy a wreck
- 2.2.4. Your legal costs and expenses in respect of the above which are incurred with our written consent
- 2.2.5. Your costs and expenses in respect of official enquiries and coroners inquests which are incurred with our written consent.

**2.3. Medical Expenses**

Medical expenses in respect of any person in/on the Watercraft.

**3. Type of Use**

You or any person to whom you give consent/permission to use/commission the Watercraft may use the Watercraft for Private Purposes Only.

**4. Basis of Indemnity**

Unless stated otherwise on the Policy Schedule, we will indemnify you in respect of:

- 4.1. All Watercraft less than 4 years old:  
Replacement Value
- 4.2. Any age Inflatable vessel and all other Watercraft 4 years and older:  
Fair market value

**Provided that:**

- 4.5. Average is applicable if the Watercraft is under-insured.
- 4.6. Betterment will be applied to gear and equipment, sails, spars, masts, protective covers, rigging, batteries, electronics and equipment.

**5. Additional Cover****5.1. Protection and Removal**

We will pay for the protection and removal costs of the Watercraft to the nearest repairer following an Insured Event.

**5.2. Delivery after Repair**

We will pay for the delivery costs of the Watercraft to your address as shown on the Policy Schedule if we have repaired it.

**5.3. Recovery Costs**

We will pay for the costs to recover the Watercraft if it is not a Total Loss or Constructive Total Loss.

**5.4. Hull Inspection**

We will pay for the sighting costs to inspect the underwater section of the hull after the Watercraft has stranded, sunk or collided even if no damage is found.

**5.5. Emergency and Salvage Costs**

We will pay for all charges and expenses (up to the Sum Insured) incurred to prevent or lessen loss/damage which is covered by this Policy.

**5.6. Repatriation**

If the Watercraft suffers loss/damage due to an Insured Event or a mechanical breakdown outside the borders of the Republic of South Africa, we will pay the repatriation costs of the Watercraft and its trailer back to the Republic of South Africa.

**5.7. Pollution Prevention**

We will pay for loss/damage to the Watercraft as a direct result of a Government acting to prevent / minimize a pollution threat caused by the Watercraft after it has been damaged by an Insured Event.

**5.8. Finding/Raising**

We may pay for the reasonable costs to find and/or raise or attempt to raise the Watercraft that has stranded, collided or sunk.

**5.9. Personal Effects and Equipment**

The cover is extended to include your and your passenger's personal effects which are not permanently kept on the Watercraft and would not normally be sold with the Watercraft. These include sailing gear (wet weather and leisure wear) and equipment like binoculars, navigational aids, safety equipment, telescopes and the like

But Excluding:

- 5.9.1. Perishables, consumable items of any nature and their stores
- 5.9.2. Money, credit cards, jewellery
- 5.9.3. Cellphones
- 5.9.4. Fishing, Diving gear.

**6. Optional Additional Cover****6.1. Non Factory Fitted**

Cover is extended to include the non factory fitted accessories, conversions and specialised fitments described in the Policy Schedule. Indemnification for these items will be on an Agreed Value Basis.

**6.2. Credit Shortfall**

If the Watercraft is financed and is a Total Loss or Constructive Total Loss, we will pay the outstanding finance charges (shortfall) calculated to the month in which the claim is settled

But excluding:

- 6.2.1. Any residual amount recorded in the finance agreement
- 6.2.2. Any arrear instalments/rentals and interest thereon
- 6.2.3. Any amounts paid in advance of when due
- 6.2.4. Any refunds of insurance premiums due to the cancellation of such insurance
- 6.2.5. All other refunds or recoveries obtainable
- 6.2.6. And provided always that this cover shall not be applicable if:
- 6.2.7. The shortfall is as a result of a re-advance under the finance agreement
- 6.2.8. Any single instalment differs more than ten percent (10%) from any other instalment. This is not applicable to the last instalment.

**6.3. Racing Risk**

For a sailing vessel only, the cover is extended to include loss or damage to only its' masts, spars, sails, standing or running rigging while participating in an organised race (regatta). We will indemnify you on one of the following bases:

- 6.3.1. The full costs of repair/replacement if the damage is caused by the vessel being stranded, sunk, burnt, in a collision with any external substance (not water)
- 6.3.2. Two thirds (2/3) of the costs of repair/replacement if the damage is caused by any other cause other than above.

**6.4. Personal Accident**

The cover is extended to provide Compensation for the death, bodily injury or permanent disablement of any person who is aboard any Watercraft or who is in the process of boarding or disembarking from such vessel. The cover is as described in Section 6 Personal Accident whether that Section has been selected or not.

**6.5. Sale or Transfer of Ownership**

Cover is extended for the period we agree while the Watercraft is transferred to new ownership or delivered to a dealer with the intention to sell it.

**7. Seaworthiness**

You must take all reasonable steps to protect and maintain the Watercraft in a seaworthy condition as required by the laws and regulations prescribed by The South African Maritime Safety Association (SAMSA) regardless whether it is operating in South African territorial waters or not. Furthermore you will observe and comply with all statutory and all local requirements, in any country stipulated within the territorial limits, as may be in force, from time to time, in so far as they relate to the operation of the insured vessel.

**8. Stolen Watercraft Indemnity Period**

If the Watercraft is stolen/hijacked, we will only indemnify you four (4) weeks after you have reported the claim to us.

**9. Skippers Licence and Offences**

- 9.1. You/Skipper must at all times be in possession of a valid and applicable Certificate of Competence in terms of the Merchant Shipping Act (Act No.57 of 1951) or any replacement or similar applicable statute and must comply with the regulations thereof.
- 9.2. You must immediately and in writing notify us of:
  - 9.2.1. The endorsement, suspension or cancellation of any skipper's licence issued to you or the unauthorised skipper
  - 9.2.2. If any skipper of the watercraft is charged of convicted of reckless, negligent or inconsiderate skippering or skippering under the influence of alcohol or where his blood alcohol concentration exceeds the legal limit or such person fails a breathalyser test.

**10. Fire Extinguishing System Warranty**

A Watercraft fitted with inboard machinery (motors) must be equipped with a fire extinguishing system in the engine room/space, tank space and galley. Such system must operate automatically or have controls at the steering position. You warrant the aforementioned and that such system is properly installed and is maintained in an efficient working order.

**11. Hull Replacement**

A hull(s) will only be replaced if the cost of repairs exceeds the replacement cost.

**12. Unrepaired Damage**

We will not be liable for Unrepaired Damage in addition to a subsequent Total Loss or Constructive Total Loss. In such a case we will deduct reasonable depreciation, but not more than the reasonable cost of repairs, from the settlement amount.

**13. Rubber/Inflatable Watercraft Repairs**

If damage to the fabric of a rubber, inflatable or other watercraft is repairable, we will only pay for the cost of patching or repairing of such damage. We are not required to replace the entire portion.

**14. Other Watercraft owned**

If the Watercraft collides with or receives salvage services from another watercraft which you own wholly or in part, you will have the same rights under this Policy as if the other watercraft was owned by a third party. We will refer the matter to an arbitrator agreed between you and us to determine liability and salvage service costs.

**15. Territorial Limits**

## 15.1. Coastal Waters:

Within fifty (50) nautical miles offshore, including coastal lagoons, rivers, estuaries and lakes of the Republic of South Africa, Namibia and Mozambique.

## 15.2. Inland Waters:

Inland waters of the Republic of South Africa, Namibia, Mozambique, Malawi, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Tanzania and Kenya.

Unless to:

## 15.3. Assist other Watercraft in distress

## 15.4. Lifesaving operations.

**16. Exceptions A : Skipper**

We will not be liable if you or the Skipper or other person in charge of the Watercraft (with your implicit or implied permission), at the time of the accident:

16.1. Was not in possession of a valid and applicable Certificate of Competence in terms of the Merchant Shipping Act (Act No.57 of 1951) or any replacement or similar applicable statute and was not complying with the regulations thereof unless under the direct and constant guidance and supervision of a responsible person in possession of such Certificate of Competence

16.2. Was under the influence of drugs or alcohol or where the concentration of alcohol in the driver's blood exceeds the statutory limits in terms of legislation applying to the Territorial Limits in which the Watercraft is being used or the skipper fails a breathalyser test

16.3. Is in possession of a Certificate of Competence that has been cancelled or endorsed whether this cancellation/endorsement is on the Certificate itself or with the authorities or has been convicted of negligent or reckless skippering within a period of three (3) years before the date of the accident.

**17. Exceptions B : Use of the Watercraft**

We will not be liable if the Watercraft is used for:

17.1. Any use otherwise than as shown on the Policy Schedule and defined in the Types of Use clause

17.2. Power jumping and extreme beach landing

17.3. Hire, rented out, charter or reward

17.4. A houseboat

17.5. Out of Commission (Laid up) purposes

17.6. Towing or salvaging a vessel unless it is in distress

17.7. Towing or salvaging a vessel under a contract of reward which was arranged before the towing/salvaging began. This is regardless of whether the vessel is in distress or not.

**18. Exceptions C : Watercraft**

We will not be liable for any loss or damage to any Watercraft:

- 18.1. Due to major work or refurbishment unless agreed by us stated on the Policy Schedule
- 18.2. To sails/protective coverings which are split by the wind or blown away whilst set unless the spars on which these are set are also damaged or unless due to the Watercraft being stranded, sunk, burnt or in collision with any substance (including ice but not water)
- 18.3. Machinery Breakdown unless caused by:
  - 18.3.1. Mechanical or electrical breakdown unless it is caused by an Insured Event
  - 18.3.2. Malicious acts
  - 18.3.3. Fire or accidental damage whilst being stored
  - 18.3.4. Accidental damage whilst machinery, engines, motors, batteries and their extensions are being removed from/to Watercraft/place of storage
- 18.4. Theft of the Watercraft while it is on a trailer/trolley unless:
  - 18.4.1 fitted with an ant-theft device or otherwise immobilized; or
  - 18.4.2 kept in lock-fast premises
- 18.5. Theft of inflatable watercraft when deflated unless securely locked into the watercraft or place of storage and theft is accompanied by forcible and violent entry (burglary). A vehicle is not considered a place of storage
- 18.6. Due to gradual deterioration, lack of maintenance, wear and tear, progressive or rapid degeneration, prolonged friction, rust and corrosion
- 18.7. Due to the Watercraft being towed on water unless the Watercraft is in distress or for customary towing in respect of laying up, fitting out or repairs
- 18.8. In respect of the cost to remedy/rectify/replace/repair/alter any fault in design, construction or any condemned part
- 18.9. Caused by the Watercraft being swamped, sunk or submerged whilst left unattended off an exposed beach or shore. This includes any loss or damage to the Watercraft as well as for liability to any Third Party or for any salvage services.

**19. Exceptions D : Third Party Liability**

We are not liable for:

- 19.1. Death or bodily injury to:
  - 19.1.1. Your family member normally resident with you
  - 19.1.2. Your employee who is killed or injured during the course of his employment. This includes an employee of any person using the Watercraft with your permission or employed by a water skier
  - 19.1.3. Fare-paying passengers
  - 19.1.4. To the person using the Watercraft with your permission
  - 19.1.5. The water-skier being towed by the Watercraft.

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- 19.2. Damage to property:
    - 19.2.1. That belongs to you or held in you or your family's custody
    - 19.2.2. Of fare-paying passengers
    - 19.2.3. Of the permitted user or water-skier
    - 19.2.4. That is carried in/on or loaded on/off the Watercraft or any trailer/trolley attached thereto.
  - 19.3. Other:
    - 19.3.1. Fines, penalties punitive/exemplary damages issued under any statutory code or common law in respect of any offence committed
    - 19.3.2. Failure to provide security
    - 19.3.3. Accidents that arise from any person who is towed by the Watercraft in kiting or other airborne sport. This does not include accidents while such person is safely back on board the Watercraft.
    - 19.3.4. Accidents that arise while the Watercraft is in transit by a mechanically propelled vehicle, rail, ship or aircraft. Accidents while the Watercraft is stationary on a trailer/trolley, is not coupled to a towing vehicle and not on a public road is covered.
    - 19.3.5. Liability caused by a person operating or employed by the operator of a shipyard, repair yard, yacht club, marina, sales agency or similar organisation.

## Section 16 CLASSIC MOTORCYCLE

### 1. Indemnity

This Section covers your Vehicle as shown on the Policy Schedule. We will indemnify you for any loss, damage, liability, costs and expenses described under:

- 1.1. Insured Events
- 1.2. Additional Cover
- 1.3. Optional Additional Cover only if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

Subject to the provisions of the:

- 1.4. Category of Vehicle
- 1.5. Type of Cover
- 1.6. Type of Use
- 1.7. Basis of Indemnity
- 1.8. Driver Basis

We will not indemnify you for any losses whatsoever as described under Exceptions.

### 2. Vehicle Category

The Vehicle is classified as one of the following:

Category	Name	Description
1	Veteran	1 January 1905 - 31 December 1918
2	Vintage	1 January 1919 – 31 December 1930
3	Post Vintage	1 January 1931 – 31 December 1960
4	Post 1960	1 January 1961 but older than 25 years

### 3. Insured Events

Depending on the Type of Cover you have chosen and as shown on the Policy Schedule, the Insured Events are:

#### 3.1. Own Damage

Any accidental damage to the Vehicle shown on the Policy Schedule. This includes, but is not limited to, a motor vehicle accident, fire, lightning, explosion, theft or attempted theft and hijack.

#### 3.2. Third Party Liability

Your personal legal liability to pay compensation to a Third Party as a result of an accident caused by or in connection with such Vehicle. We will indemnify you for:

- 3.2.1. Their death or bodily injury
- 3.2.2. Loss or damage to their property
- 3.2.3. Your legal costs and expenses in respect of the above which are incurred with our written consent.

### 3.3. Medical Expenses

Medical expenses in respect of any person in/on a Vehicle.

## 4. Type of Cover

Each Vehicle is covered for one of the following Types of Cover according to your choice of cover and as shown on the Policy Schedule:

### 4.1. Comprehensive

4.1.1. Own Damage

4.1.2. Third Party Liability

4.1.3. Medical Expenses

4.1.4. Additional Cover

4.1.1. Any Optional Additional Cover which you may have requested.

### 4.2. Third Party, Fire and Theft

4.2.1. Fire, lightning, explosion and theft or attempted theft of the Vehicle

4.2.2. Third Party Liability

4.2.3. Additional Cover – only the following is applicable:

4.2.3.1 Protection and Removal

4.2.3.2 Delivery after repair

4.2.3.3 Fire Extinguishing

4.2.3.4 Emergency Charges

#### But excluding:

4.2.4. Theft of the audio/navigation equipment/two way radio unless the entire Vehicle is also stolen

4.2.5. Damage to tyre(s)/engine unless some other part of the Vehicle is damaged at the same time or such damage is caused by thieves or persons of malicious intent

4.2.6. All other cover.

### 4.3 Third Party Only

Only cover in respect of Third Party Liability is provided. All other cover is excluded.

## 5. Type of Use

You are covered for Private Use only. The Vehicle may not be your primary means of transport. Use of the Vehicle excludes the uses as described in Clause 20 Exceptions B : Use of Vehicle.

## 6. Basis of Indemnity

Unless stated otherwise on the Policy Schedule, we will in the event of Theft or a Total Loss indemnify you:

6.1. On an Agreed Value basis

6.2. Average is not applicable

6.3. Betterment will be applied

## 7. Driver Basis

You or any person to whom you give consent/permission to use/drive the Vehicle, may use the vehicle

### Subject to:

- 7.1. The person being in possession of a valid and applicable driver's licence in accordance with the Traffic Ordinances of the Territorial Limits
- 7.2. If you have declared to us that a certain person is a regular driver then the regular use of the Vehicle by another person will be excluded
- 7.3. Such person is, like you, subject to the terms and conditions of this Policy and:
  - 7.3.1. Has to your knowledge never been refused any motor insurance or continuance thereof
  - 7.3.2. Is not entitled to indemnification under another policy.

## 8. Additional Cover

### 8.1. Windscreen/Window/Sidecar Glass

We will pay for the Vehicle's windscreen/window glass if it is damaged or broken and there is no other damage to the Vehicle.

### 8.2. Vehicle Audio/Navigation Equipment

If the Vehicle's audio / navigational equipment or two way radio is not specifically insured under the Section 9 All Risks, we will pay the limited amount as shown on the Policy Schedule for loss or damage due to Burglary or attempted Burglary of such equipment as well as associated damage to the Vehicle.

### 8.3. Protection and Removal

We will pay for the protection and removal costs of the Vehicle to the nearest repairer following an Insured Event.

### 8.4. Delivery after repair

We will pay for the delivery costs of the Vehicle to your address as shown on the Policy Schedule if we have repaired it.

### 8.5. Fire Extinguishing Charges

We will pay for the fire extinguishing costs if you are legally liable for such costs and the Vehicle was on fire or was in danger of being damaged by fire.

### 8.6. Emergency Charges

We will pay for any emergency costs charged by any public authority as a result of an Insured Event.

### 8.7. Repatriation Costs

If the Vehicle suffers loss/damage due to an Insured Event or a mechanical or electrical breakdown outside the borders of the Republic of South Africa but inside the Territorial Limits as described in Clause 18 Territorial Limits, we will pay for the following:

- |                              |   |
|------------------------------|---|
| 8.7.1. Vehicle Repatriation  | Repatriation costs of the Vehicle and the tow rig attached to it back to the Republic of South Africa.              |
| 8.7.2. Vehicle Hire          | Vehicle Hire for a period not exceeding three (3) days.   |
| 8.7.3. Occupant Repatriation | Repatriation costs of the occupants of the Vehicle by way of a one way flight back to the Republic of South Africa. |
| 8.7.4. Hospitality Benefits  | Temporary accommodation for the occupants of the Vehicle.   |

**Provided always that:**

- 8.7.5. You will pay the upfront costs of the Vehicle Hire, Occupant Repatriation and Temporary Accommodation and we will reimburse you following the formal submission of a claim
- 8.7.6. You must arrange these costs to the most reasonable level and avoid unnecessary duplication.

**8.8. Locks, Keys and Remote Controls**

We will pay for the costs to replace damaged or lost keys, locks and remote controls of the Vehicle. This includes the controls of an alarm / immobilizer and/or the reprogramming thereof.

**8.9. Loose Items in Vehicle**

If loose items in the Vehicle are not specifically insured under Section 9 All Risks, we will pay the limited amount as shown on the Limit of Indemnity Schedule for loss or damage due to Burglary or attempted burglary of such loose items. These include, but are not limited to purchases, portable radio's, DVD players, GPS units, recovery equipment and handbags.

**8.10. Funeral Expenses**

If any person travelling in the closed-in compartment of a Vehicle is accidentally killed or injured and then suffers death within 3 (three) months of the accident or Insured Event, we will pay the Funeral Expenses benefit.

**8.11. Foreign Government Duties**

If the Vehicle suffers loss/damage due to an Insured Event outside the borders of the Republic of South Africa but within the Territorial Limits, we will pay for the duties imposed by the government of such a country,

**Provided that:**

- 8.11.1. You are legally liable to pay such duties
- 8.11.2. Our Limit of Liability including the direct loss of or damage to the vehicle, but excluding any Third Party Liability, shall not exceed the amount shown on the Limit of Indemnity Schedule.

**8.12. Organised Event Cover**

Cover is extended to include use of the Vehicle for participation in an Organised Event.

**8.13. Classic Vehicle Club Activity**

Cover is extended to include use for any Classic Vehicle Club Activity.

**8.14. Temporary Detached Parts**

Cover is extended to include parts that are temporarily removed from the Vehicle only while the Vehicle is being serviced or repaired. The parts must be locked in a garage.

**8.15. Historical Re-enactment**

Cover is extended to include use while the Vehicle is used for historical re-enactment purposes. This excludes any television/film production.

**9. Optional Additional Cover****9.1. Additional Accessories**

Cover is extended to include the accessories, conversions and specialized fitments described in the Policy Schedule. We will indemnify you according to its fair market value or if you have so chosen, on an Agreed Value basis. This will be shown on the Policy Schedule.

**9.2. Credit Shortfall**

If the Vehicle is financed and is a Total Loss, we will pay the outstanding finance charges (shortfall) calculated to the month in which the claim is settled,

**But Excluding:**

- 9.2.1. Any residual amount recorded in the finance agreement
  - 9.2.2. Any arrear instalments/rentals and interest thereon
  - 9.2.3. Any amounts paid in advance of when due
  - 9.2.4. Any refunds of insurance premiums due to the cancellation of such insurance
  - 9.2.5. All other refunds or recoveries obtainable
- And provided always that this cover shall not be applicable if:
- 9.2.6. The shortfall is as a result of a re-advance under the finance agreement
  - 9.2.7. Any single instalment differs more than ten percent (10%) from any other instalment. This is not applicable to the last instalment.

**9.3. Paid Wedding/Event/Exhibition Use**

We will indemnify you if the Vehicle is used for any wedding/event/exhibition for which you are paid.

This use is intended to provide an income to support the upkeep of the Vehicle. This cover is not applicable to chauffeurs, private hire operators or where the wedding/event/exhibition use is the main source of income or for any occupation in connection with the motor trade.

**9.4. Mileage Increase**

The use of the Vehicle is limited to 8,300 km (5,000 miles) per insurance year. We will extend the cover for increased mileage.

**9.5. Laid Up Cover**

You qualify for a discount in premium while the Vehicle is not in use but is laid up. We will:

- 9.5.1. Indemnify you for any loss or damage to the Vehicle while it is not operating under its own power whether on a road or not
- 9.5.2. Indemnify you for any loss or damage to the Vehicle while it is loaded/unloaded for transport or while being transported from your private residence to a storage facility, workshop or exhibition
- 9.5.3. Not indemnify you for any Third Party Liability.

**10. Vehicle Security Warranty**

If we require special vehicle security for cover for theft, hijack or any attempt thereat to be operative, this will be shown on the Policy Schedule and you warrant that:

- 10.1. It will be installed and is fully operational at all times.
- 10.2. In respect of a tracking device that:
  - 10.2.1. The Vehicle is monitored on a twenty four (24) hour basis
  - 10.2.2. It is linked to the tracking and recovery service
  - 10.2.3. You are immediately notified of any activation and that immediate steps are taken to recover the Vehicle
  - 10.2.4. A legal contract exists between you and the supplier of the device containing these requirements
  - 10.2.5. Any subscription fees have been paid in full.

**11. Roadworthiness**

You must take all reasonable steps to protect and maintain the Vehicle in a roadworthy condition as required by any legislation that is applicable to any of the areas of the Territorial Limits.

**12. Unavailable parts**

If any part that is necessary to repair the Vehicle, excluding windscreen or other glass, is not available in the Republic of South Africa as a standard ready-made part, we will pay an amount equal to the value of the part at the time of the loss or damage. The amount includes the reasonable cost to transport the part by road, air, rail or ship up to the limit shown in the Limit of Indemnity Schedule.

**13. Unauthorised use of Vehicle**

If any person uses your Vehicle without your knowledge and consent and loss or damage occurs you:

13.1. Must lay a criminal charge against such person with the Police within forty eight (48) hours

13.2. May not withdraw such charge.

**14. Drivers Licence and Offences**

14.1. You/Driver must at all times be in possession of a valid and applicable Driver's or Learner's Licence in terms of the National Traffic Act (Act No. 93 of 1996) or any replacement or similar applicable statute and must comply with the regulations thereof.

14.2. You must immediately and in writing notify us of:

14.2.1 The endorsement, suspension or cancellation of any driver's licence issued to you or the unauthorised driver

14.2.2. If any driver of the vehicle is charged or convicted of reckless, negligent or inconsiderate driving or driving under the influence of alcohol or where his blood alcohol concentration exceeds the legal limit or such person fails a breathalyser test.

**15. NaTIS registration**

The Vehicle must be registered on the National Administration Traffic Information System (NaTIS) of the Republic of South Africa.

**16. Emergency Repairs**

You may authorise emergency repairs in respect of a valid claim up to the amounts shown on the Limit of Indemnity Schedule according to the Territorial Limits without our prior consent. If the damage occurs outside the borders of the Republic of South Africa, you have to pay the repair costs yourself and we will reimburse you upon your return. The amounts include the amount of your Excess.

**17. Cherished Remains**

We will deduct fifteen percent (15%) off the Agreed Value in the event of a Total Loss if you want to keep the salvage as your cherished remains.

**18. Territorial Limits**

The Territorial Limits are:

Vehicle Category	Vehicle Description	RSA	Namibia	Botswana	Lesotho	Swaziland	Zimbabwe	Mozambique	Malawi	Angola	Zambia	Tanzania	Kenya	Uganda
All	Classic Motorcycle	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No

**19. Exceptions A : Driver**

We will not be liable if you, the Named Person or other driver (with your explicit or implied permission) of the Vehicle, at the time of the accident:

- 19.1 Was not in possession of a valid and applicable Driver's or Learner's Licence in terms of the National Traffic Act (Act No. 93 of 1996) or any replacement or similar applicable statute and that the driver was not complying to the regulations thereof
- 19.1 Was under the influence of drugs or alcohol or where the concentration of alcohol in the driver's blood exceeds the statutory limits in terms of legislation applying to the Territorial Limits in which the Vehicle is being used or the driver fails a breathalyser test
- 19.1 Is in possession of a licence that has been cancelled or endorsed whether this cancellation/endorsement is on the licence itself or with the authorities or has been convicted of negligent or reckless driving with a period of three (3) years before the date of the accident.

**20. Exceptions B : Use of Vehicle**

We will, in respect of all the Types of Use, not be liable if the Vehicle is used for:

- 20.1. Any use otherwise than as shown on the Policy Schedule and defined in the Types of Use clauses
- 20.2. Commercial travelling i.e. for trade/sales purposes
- 20.3. Carriage of goods for reward i.e. transport business
- 20.4. Carriage of people or goods or towed units where the load capacity exceeds the manufacturer's specifications
- 20.5. Hiring, rented out
- 20.6. Carriage of passengers for reward. This exception is not applicable to a Lift Club.
- 20.7. Carriage of explosives, inflammable/flammable liquids, hazardous goods/waste, liquid petroleum, illegal commodities, nuclear material/toxic waste/gas.
- 20.8. Any endurance, durability, racing speed or other contests, rallies, trials, competitions unless stated to be included
- 20.9. Driving instruction regardless of whether for reward or not
- 20.10. Towing for reward
- 20.11. Any operation in conditions which fall outside the Vehicle's utilisation specifications as determined by the manufacturer/his nominated agent/dealer/supplier
- 20.12. Any use while the Vehicle is being driven or used in a condition that does not comply with the provisions and regulations of the Road Traffic Ordinances of the Republic of South Africa or any similar legislation which applies to the Territorial Limits
- 20.13. Any use associated with the motor trade where the Vehicle is in the custody or control of the motor trade. This includes, but is not limited to vehicles that are stock-in-trade, hired/leased/loaned out, registered to a motor trader, used for customer courtesy / demonstration / sale / collection / delivery purposes. This exclusion is not applicable where the Vehicle is undergoing normal maintenance/service or repairs.
- 20.14. Any use on/within an aviation apron/runway
- 20.15. Any use in the underground workings of a mine
- 20.16. More than 8,300 km (5,000 miles) per insurance year.

**21. Exceptions C : Vehicle**

We will not be liable for any loss or damage to any Vehicle:

- 21.1. To tyre(s) due to unevenness of the road surface
- 21.2. To tyre(s) unless there is also insured damage to the rest of the Vehicle
- 21.3. To the Vehicle while it is transported between sea ports
- 21.4. Due to mechanical or electrical breakdown unless it is caused by an Insured Event
- 21.5. Due to defective or inadequate design, materials, workmanship, construction or material, repair or faulty /defective parts or components
- 21.6. Due to gradual deterioration, lack of maintenance, wear and tear, progressive or rapid degeneration, prolonged friction, rust and corrosion.

**22. Exceptions E : Third Party Liability**

We are not liable for:

- 22.1. Death or bodily injury to:
  - 22.1.1. Your family member normally resident with you
  - 22.1.2. Your employee who is killed or injured during the course of his employment. This is not applicable to your Domestic Employee
  - 22.1.3. Any person who is entitled to claim from the Road Accident Fund (RAF) established in terms of the Road Accident Fund Act (Act No. 56 of 1996) or any similar legislation which applies to the Territorial Limits
  - 22.1.4. Any person who is carried on a part of the Vehicle which is not designed for the carriage of passengers or who is on an open backed Vehicle
- 22.2. Damage to property:
  - 22.2.1. That belongs to you or held in your or your family's custody
  - 22.2.2. That is carried in/on or loaded on/off the Vehicle or any trailer/caravan attached thereto