

# ELITE

WEALTH ASSETS INSURANCE



POLICY  
WORDING

UNDERWRITTEN BY:



**OLDMUTUAL**  
INSURE

Authorised Financial Services Provider (FSP 12)

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# GENERAL

## 1. Introduction

Thank you for choosing Elite Risk Acceptances to protect your valuable possessions.

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

## 2. Our commitment to you

We promise to:

- a) Cover your valuable possessions in accordance with the terms and conditions of this policy in return for the premium you pay;
- b) Settle your covered claims as quickly and efficiently as possible. We may decide how to settle your claim. It can be one or a combination of the following:
  - pay for repair at a repairer of our choice;
  - replace the item through a supplier of our choice; or
  - pay cash.
- c) Only cancel your insurance for a valid reason and only after giving you at least 31-days' notice which will be sent to your postal address shown in your schedule. In the event that you had committed fraudulent actions relating to this contract, we have the right to cancel your policy with immediate effect;
- d) Write to you at least 45 days in advance of your renewal date with our offer to renew or to give you time to make other arrangements if we are unable to renew your insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next period of cover which, unless you have advised us otherwise, will automatically proceed if you continue to pay your premium. Where we have agreed to collect this premium automatically we will continue to do so unless you tell us differently. If you do not wish to renew your insurance please let us know before the renewal date of your policy.

## 3. Your commitment to us

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

### 3.1 Give us accurate information

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

### 3.2 Take care of your property

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

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

### 3.3 Keep us informed

- a) Let us know before you have any work to extend, renovate, build or demolish any part of the buildings. Please tell us at least 30 days before this work starts so that we can assess any potential increase in the risk of

your home being damaged. We will tell you if the building works affect your insurance. For example we may be unable to continue insuring your home or we may ask you to pay more for your insurance.

- b) Tell us if your home is going to be unoccupied for more than 60 consecutive days, or unfurnished for more than 30 consecutive days. Losses are more likely to occur in unoccupied or unfurnished properties so we may amend the terms of your insurance.

### **3.4 Make sure your sums insured are adequate**

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

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

We will arrange a risk assessment and agree with you the insured amounts for your property. If you agree and accept the insured amounts, we will not adjust your sums insured when you have a claim.

If you choose not to agree to the risk assessment or recommendation, we will determine the replacement value you should have insured your property for when you claim. If it is more than the limit of compensation shown in the schedule it means you are under-insured. We will only compensate you for the percentage of insurance you bought. You will be responsible for the difference.

Your schedule will show whether under-insurance applies to your contract or not.

### **3.5 Pay your premiums**

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

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

- a) If you have a yearly policy
- A yearly policy means that your policy runs for a period of one year from the start date shown in the schedule. You pay your premium each year in advance. The policy is automatically renewed if you pay your next yearly premium in time.
  - For the policy to start, we must receive your premium within 30 days from the start date shown in the schedule. If we do not receive your premium in this time, your policy will not start. You have a period of 14 days from the date you receive your policy contract to consider if you want to continue with the insurance. If we do not receive your first yearly premium within the first 30 days after the start date shown in the schedule, we will cancel your policy from the start date as though it never existed.
  - For the policy to renew, we must receive and accept your premium within 30 days from the renewal date shown in the schedule. If we do not receive your premium in this time, your policy will automatically end from the renewal date. You have a period of 14 days from the date you receive your renewal contract to consider if you want to continue with the insurance. If we do not receive your yearly renewal premium within the first 30 days after the renewal date shown in the schedule, we will cancel your policy with effect from the renewal date.
  - From the second month we will give you 15 days from the payment due date to settle the outstanding premium. If you do not pay the outstanding premium during this period, the policy will end automatically from the payment due date that you did not pay your premium.
  - If we make a change to your policy, we will send 31 days' notice of the changes to your postal address shown in the schedule. You have a period of 14 days from the date you receive this notice to consider if you want to continue with the insurance. If we do not receive your objection within 30 days after the date of our 31 days' notice, we will continue with the changed contract of insurance.
  - If there is a total loss from an event or of an item covered under this policy during the period of insurance, you are not entitled to a refund of your premium.
- b) If you have a monthly policy

- A monthly policy means that your policy runs for a period of one month and you pay your premium each month in advance. The policy is automatically renewed each month if you pay your next monthly premium in time.
- For the policy to start, we must receive your premium for the first month in advance. If we do not receive your premium, your policy will not start.
- For the policy to renew each month, you must pay your premium in advance every month by no later than the payment due date. The payment due date is the day of the month you have agreed to pay us the premium and is shown in the schedule.
- If we do not receive your premium on the payment due date, we will debit it again at the next payment due date. If we are able to collect both premiums, your policy will continue. If we are unable to collect both premiums, your policy will end automatically from the first payment due date that you did not pay your premium.

### **3.6 Understand your excess**

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

## **4. The information you have given us**

The following documents and information form part of this policy and must be read together as one document:

- a) The information you gave to us or your intermediary when you applied for insurance.
- b) Your schedule. Your schedule shows the type of insurance you have bought, the people who are insured, the period of insurance, the amounts you are insured for, the excesses that apply, the premium you must pay and any conditions or exclusions specific to your contract.
- c) Insurance terms, conditions and exclusions.
- d) The information that you give to us, which we use in setting the terms and premium for this policy, is material information. If you do not give us all material information or give us information that is not true and correct, we will treat this insurance as if it never existed and decline all claims. We will return your premiums to you, less any amounts you owe us.

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

- a) If we provided insurance cover that we would not otherwise have offered, we may treat this policy as if it had never existed. If this happens, we will give you back your premiums and may claim back from you any claims we have paid; or
- b) If we would have insured you on different terms, we may treat this policy as if it had never existed, or at our discretion, change the policy from the start date and if necessary, deduct any premiums due to us from the claim amount; provided that we will have the discretion how to handle your claim and consider each case on its own merits.

## **5. How to claim**

### **5.1 Refer to specific claim requirements in each section**

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

### **5.2 Report certain claims to the police**

You must report claims that involve crime (for example, theft or malicious damage) and traffic accidents to the police as soon as reasonably possible. You must give us the case number.

### 5.3 Tell us about the claim

- a) You must give us notice of your claim as soon as is reasonably possible, but no later than 30 days after the incident which gave rise to a claim. If you do not tell us within **30 days**, you may lose your right to bring a claim under this policy.
- b) You must give us within a **reasonable time**:
  - Full details of the claim;
  - Details of any other insurance you may have for the incident;
  - Proof, statements, and any other information we ask for;
  - Any correspondence or other documents (for example, court papers or legal letters) you have received in relation to the claim.
- c) If an incident may lead to a claim against you  
You must tell us **immediately** if there is an incident that may lead to a claim against you. If you do not do so, we may decide not to insure you for the claim. You must send us copies of all documents (for example court papers or legal letters) relating to the incident.
- d) You must not:
  - give out any information unless we give you our written permission;
  - admit you are at fault, whether orally or in writing;
  - make any promises, give or accept any compensation (including, for example settling excesses with third parties, which may prejudice any recovery rights).

### 5.4 Help to recover compensation

You must give us reasonable help to:

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

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

### 5.5 Damaged items we replaced belong to us

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

### 5.6 We may conduct legal proceedings in your name

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

### 5.7 If we reject your claim

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

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

### 5.8 You can contact the Ombudsman

- a) We give compensation for all valid claims under this policy honestly, fairly and promptly. If you believe that we have not done so, and you wish to make a complaint, please contact your financial adviser.

- b) If you are still not satisfied, you have the right to contact the Short Term Insurance Ombudsman. You can find the contact details in the Disclosure notice attached to the schedule.
- c) We will abide by any decision made by the Ombudsman.

## **6. How to read this policy**

### **6.1 Examples**

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

### **6.2 Singular and plural**

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

### **6.3 How this policy works**

- a) You are not insured under a section of this policy if:
  - the limit of compensation in the schedule is left blank, has no amount next to it, or is shown as nil, not applicable or not insured;
  - there is no information under the heading.
- b) Understand the rand amounts
  - All compensation limits shown in the schedule include VAT.
  - Premiums of the International travel section shown in the schedule include 0% VAT.
  - Premiums of all other sections include VAT at the standard rate.
  - All amounts are in South African rand, including premiums and the amounts we give to you as compensation.
- c) Read this General section with all its elements
  - The General Terms, Conditions and Exclusions apply to this entire policy. There are also terms, conditions and exclusions that apply to the specific sections under this policy, because each specific section is separate and stands alone. Please make sure you understand all relevant parts of this document.
- d) Refer to the policy for what we do not insure
  - Make sure that you understand what we do not insure in both the General section and the specific sections that apply to this insurance.

## **7. Other important terms and conditions to take note of**

### **7.1 Loss or damage under this policy**

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

### **7.2 Changes in premiums**

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

### **7.3 Increases due to inflation**

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

## 7.4 Increases after a claim

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

## 7.5 Changing the terms of this policy

- a) You may ask us to change the policy at any time. Any change that we agree to in writing will apply from the time and date of our agreement.
- b) We may change the terms, conditions and exclusions of this policy by giving you 31 days' notice. We will give you this notice by fax, post or email to the last known address or contact details we have for you.

## 7.6 Cancelling all or part of this policy

- a) You may cancel this policy or any section of it at any time by letting us know.
- b) We may cancel this policy or any section of it by giving you 31 days' notice in writing. We will send the notice to your postal address on our records.
- c) If either you or we cancel a yearly policy, we will refund you for the period of insurance you have not used.

## 7.7 South African law applies

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

## 7.8 Sharing of information

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

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

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

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

If you have any queries or concerns please email us on [compliance@ominsure.co.za](mailto:compliance@ominsure.co.za) or call us at 0860 225 563.

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

Telephone number: (012) 406 4818

Facsimile number: (086) 500 3351

Email: [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za)



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

## 7.9 No interest

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

## 7.10 If you have other short-term insurance for the same item

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

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

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

## 7.12 Compliance with terms and conditions

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

# 8. Definitions

These definitions apply to all sections of this policy.

consequential loss	means any indirect loss or damage that happens as a result of the insured loss or damage.
excess	means the first amount you must pay before we settle a claim.
exclusions	means an event, loss or damage that is not insured.
held liable	means held responsible in law by a South African court.
liability	means responsible in law.
may	means are entitled to.
period of insurance	<ul style="list-style-type: none"> <li>– For yearly policies means the period from the start date of this policy to the renewal date.</li> <li>– For monthly policies means the period from the start date of this policy to the same day of the month one month later.</li> </ul> <p>Start dates and renewal dates are shown in the schedule.</p>
policy	means the information you gave us, this document and the schedule.
renewal date	means the date 12 months after the start date of this policy, unless your policy specifically states otherwise. Your renewal date is shown in the schedule.
schedule	means the annexure to this wording, which sets out the type of insurance you have bought, the people who are insured, the period of insurance, the amounts you are insured for, the excesses that apply and the premium you must pay. Any changes to this policy will be shown in the schedule and will form part of this policy.

spouse	means a person who: <ul style="list-style-type: none"> <li>– is the partner of the policyholder in any marriage, civil union or customary union recognised by South African law; or</li> <li>– is living with the policyholder in a relationship that is intended to be permanent and who is named in the schedule.</li> </ul>
start date	means the latest of the following dates: <ul style="list-style-type: none"> <li>– the date on which insurance starts, as shown in the schedule;</li> <li>– the date that any change to your policy became effective.</li> </ul>
sum insured	means the most we will pay for any item, as shown in the schedule.
we, us, our	means Elite Risk Acceptances (Pty) Ltd. Reg. No: 2018/275355/07 as agent and representative; and  Old Mutual Insure Limited. Reg No: 1970/006619/06. VAT No: 4460101019 Authorised Financial Services Provider (FSP 12) as insurer.

## 9. What we do not insure (exclusions)

These exclusions apply to all sections of this policy.

### 9.1 Consequential loss

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

#### **EXAMPLE:**

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

### 9.2 Events deliberately caused

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

### 9.3 Fraud, dishonesty or misrepresentation

We do not cover any loss or damage based on fraud, dishonesty or misrepresentation (giving misleading or incorrect facts), including exaggerated claims.

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

We may cancel your policy immediately and you may face criminal charges.

### 9.4 Scams

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

### 9.5 Liability related to contracts

We do not cover liability arising from a contract you entered into unless you would have been liable even if there

was no contract.

## 9.6 Confiscation by lawful authorities

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

## 9.7 Fines or penalties

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

## 9.8 Pollution or contamination

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

## 9.9 Nuclear material

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

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

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

### EXAMPLE:

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

## 9.10 War, riots, civil commotion, labour strikes or terrorism

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

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

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

### **9.11 Sanctions**

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

## **10. SASRIA**

Sasria SOC Ltd provides cover as shown in the schedule of this policy, for all sections covering your property insured. Sasria covers you for any accidental or intentional damage to your insured property caused by any person or group of people taking part in a riot, strike, lock-out, public disorder, civil commotion or committing any act which has a political, social or economic aim, objective or cause, or in protest against any state or government. This cover is limited to events in the Republic of South Africa.



# PROPERTY

## 1. Definitions specific to the Property sections

business contents	means any contents of your private home that you own or are responsible for, which are used for business or professional purposes.
contents	means household goods, clothing and personal property, all of which belong to you or for which you are legally responsible. It also includes fixtures and fittings that belong to you as tenant of your private home.
digital currency	means any cryptocurrency that exists purely in electronic form, which is not issued by a central authority.
domestic staff	means people employed by you at your private home.
garden shed	means a small outbuilding of wooden wall construction.
insured property	means all property covered under the Buildings, Contents Fine arts and valuables sections of this policy. The schedule will show which sections under Property you have selected.
money	means bank notes, coins that are not part of a collection, cheques, postal orders, bank drafts, travel tickets, traveller's cheques, postage stamps, saving stamps, certificates, premium bonds and other negotiable instruments. Money does not include bullion.
outbuildings	means separate buildings at the address shown in the schedule, that do not interlead with the main building.
private home / buildings	<p>means all permanent structures (including fixtures and fittings that form part of these structures) at the address shown in the schedule and which belong to you or for which you are legally responsible. This includes (but is not limited to) outbuildings, fixed fuel tanks, underground service pipes, cables, drains, sewers, walls (including retaining walls), fences and driveways.</p> <p>It does not include gravel driveways or any structures or driveways made of earth.</p> <p>The roof and wall constructions of your private home are shown in the schedule.</p>
professional purposes	means that the item is used to earn money, rather than for the purposes of a hobby.
replacement value	means the cost to replace insured property with similar new property in the event of loss or damage.
risk address	means the address where your insured property is located as shown in the schedule.
tenant	means a person who rents or occupies your private home in accordance with a verbal, written or digital contract.
unattended	means that you are not at the private home and you left no person in charge of your private home with the express instruction to look after the property.
unfurnished	means that your private home is not equipped with kitchen appliances, fixtures and fittings, curtains, carpets and any furniture essential for modern living.

unoccupied	means that your private home is not lived in for a period of 60 consecutive days per calendar year.
vermin	means any small animal or insects that are considered pests. Examples of vermin include rats, mice, cockroaches or squirrels. This definition of vermin does not include wild baboons or wild monkeys.
you, your, yourself	means the person(s) named in the schedule as the policyholder(s), your spouse and your children that permanently live with you and are financially dependent on you.

## 2. What is covered under Property

We cover loss of or damage to your insured property.

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

## 3. What is also covered under Property

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

### 3.1 Loss of rent

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

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

This cover is subject to the following conditions:

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

### 3.2 Rental top-up

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

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

This cover is subject to the following conditions:

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

### 3.3 Alternative accommodation

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

This cover is limited to the period reasonably needed to make your private home fit to live in again.

This cover is subject to the following conditions:

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

### **3.4 Fire brigade charges**

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

### **3.5 Property keys**

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

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

### **3.6 Clearing of debris**

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

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

### **3.7 Loss of water by leaking**

We cover the costs of water lost from leaking pipes in your private home or on its grounds, if you are responsible for paying these costs.

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

This cover is subject to the following conditions:

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

We do not cover water lost from:

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

### **3.8 Damage to the garden**

We cover the reasonable costs of replacing trees, shrubs, plants and sprinkler irrigation systems at your risk address shown in the schedule.

We cover loss or damage caused by:

- a) fire;
- b) firefighting;
- c) explosion;
- d) impact by vehicles, aircraft, other aerial devices or other objects dropped from the air;
- a) malicious damage;

b) theft, attempted theft or burglary.

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

### **3.9 Employing a security guard**

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

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

### **3.10 Special alterations to your private home**

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

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

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

### **3.11 Claims preparation costs**

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

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

### **3.12 Reward for information**

We cover the cost of a reward for information that helps to recover any insured item and helps the police to arrest and convict any person who committed the crime which resulted in your claim.

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

We do not cover reward for information that you or the police gave.

### **3.13 Hole-in-one**

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

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

This cover is subject to the following conditions:

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

### **3.14 Full house**

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

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

This cover is subject to the following conditions:

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



## 4. Special terms and conditions under Property

### 4.1 How we will pay you

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

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

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

We will base the payment on the replacement value of similar new property at the time of the loss or damage. The sums insured shown under the various Property sections in the schedule, are the maximum limits of compensation we will pay for each section.

### 4.2 Underinsurance

Property must be insured for its replacement value.

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

#### EXAMPLE:

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

We will calculate the underinsurance as follows:

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

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

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

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

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

### 4.3 Agreed value

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

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

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

### 4.4 Tell us if your private home is unoccupied

You must tell us if you intend to leave your private home unoccupied for more than 60 consecutive days during a

calendar year. We may adjust your premium or change your terms, conditions or exclusions.

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

## 4.5 Security measures

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

### a) Burglar bars

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

### b) Security gates

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

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

### c) Alarm

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

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

### d) Alarm with armed response

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

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

## 4.6 Adjustment to cater for inflation

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

# 5. What is not covered under Property

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

## 5.1 Gradual damage

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

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

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

## **5.2 Guarantees, agreements or contracts**

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

## **5.3 Faulty workmanship or materials**

We do not cover loss or damage caused by or from or as a result of:

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

## **5.4 Animals or insects**

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

# PROPERTY: BUILDINGS

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

We also give the following cover:

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

### 1.1 Professional fees

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

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

### 1.2 Public supply or mains connections

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

### 1.3 Cover before property transfer

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

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

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

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

### 2.1 Public authorities' requirements

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

We do not cover public authorities' requirements relating to defects in workmanship, design, planning or specifications.

### 2.2 Demolition and professional fees

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

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

We will only pay you if you have our consent in writing to incur these costs.

### 2.3 Removing trees

We cover the reasonable costs of removing trees that pose a risk to your private home, from the risk address.



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

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

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

## **2.4 New fixtures and fittings**

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

This cover is subject to the following conditions:

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

## **2.5 Pest extermination**

We will pay you for emergency pest extermination.

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

This cover is subject to the conditions that the infestation:

- a) is sudden and unexpected; and
- b) is a risk to your health; or
- c) can cause damage to your private home or its contents; or
- d) is making it impossible for you to live in your private home.

We will not pay you for emergency pest extermination if your private home is unoccupied.

## **2.6 Temporary removal of fixtures**

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

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

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

## **2.7 Extensions or alterations to your private home**

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

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

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

# **3. Property owner's liability**

## **3.1 Legal liability**

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

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

Our payment will include the following:

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

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

### 3.2 What is not covered under Property owner's liability

We do not cover the following:

- a) Liability claimed by any of the following people:
  - You or any member of your family who normally lives with you;
  - Your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);
  - Your employees acting in the course of their employment with you at the time of the event. This exclusion does not apply to your domestic employees.
- b) Liability related to loss of or damage to property owned by, looked after or under the control of any of the following people:
  - You or any member of your family who normally lives with you;
  - Your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);
  - Your employees acting in the course of their employment with you at the time of the event.
- c) Liability related to:
  - your employment, business or profession;
  - your ownership or occupation of land or buildings other than your private home;
  - aircraft, vehicles or watercraft that you or your employees own, look after or control;
  - the vibration, removal, weakening or interference with the support of any land, building or other property.

## 4. Special terms and conditions under this section

### 4.1 The countries where you are insured under this section

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

### 4.2 We look after the credit provider's rights

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

#### **EXAMPLE:**

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

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

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

### **4.3 Matching building materials**

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

Where we cannot match it exactly, we will use materials that, in our opinion, match the damaged or lost materials as closely as possible. We will only do this to the part of the structure where the loss or damage has occurred. We will not pay for matching building materials to create a uniform effect throughout your private home.

### **4.4 Tenants' behaviour**

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

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

This cover includes tenants who rent your private home in terms of an Airbnb arrangement.

## **5. What is not covered under this section**

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

### **5.1 If you do not maintain your private home**

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

### **5.2 Building alterations or renovations to your private home**

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

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

### **5.3 Ensure compliance with building laws and regulations**

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

### **5.4 Maintenance or decoration**

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

# PROPERTY: CONTENTS

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

We will also give the following cover:

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

### 1.1 Contents not at your private home anywhere in the world

We cover loss of or damage to your contents that are temporarily removed from your private home anywhere in the world.

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

The security precautions at your private home do not apply to this cover. This is subject to the condition that the care you take of the contents that you remove from your private home must be in accordance with its value.

### 1.2 While moving to a new home

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

This cover is subject to the following conditions:

- a) The contents must be packed by the professional movers with care that is in accordance with the value and fragility of the various items; and
- b) Jewellery must be kept safely in accordance with the safekeeping conditions of this policy.

### 1.3 Contents on the grounds of your private home

We cover loss of or damage to laundry, garden furniture, bicycles and swimming pool equipment (including safety nets and covers) at the address shown in the schedule.

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

### 1.4 Transporting of contents

We cover loss of or damage to your contents caused by:

- a) theft while the contents are moved to or from a commercial storage facility or bank safety deposit facility;
- b) theft while you are transporting the contents to or from any place of purchase, repair or renovation. There must be visible signs of forced entry or exit from the vehicle;
- c) fire, collision or overturning of the motor vehicle carrying contents to or from any place of purchase, repair or renovation.

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

### 1.5 Students' belongings

We cover loss of or damage to the personal possessions of permanent members of your household who are full-time students while they live away from your private home.

This cover is limited to the repair or replacement costs of the students' belongings.

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

## 1.6 Theft of money

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

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

This cover is subject to the following conditions:

- a) If R5 000 or less was stolen, there must be signs of forced entry into or out of the building where you are at the time of the loss, or there must be threat of force against you.
- b) If more than R5 000 was stolen, the money must have been kept in a securely locked wall- or floor-mounted safe at the time of the theft or attempted theft, with signs of forced entry into the safe or threat of force against you.

## 1.7 Fixed machinery

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

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

This cover is subject to the condition that you do not own or are not responsible for insuring the buildings of your home.

We do not cover:

- a) automatic swimming pool cleaning equipment;
- b) windmills;
- c) damage that is covered under another section of this policy.

## 1.8 Business contents

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

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

We do not cover:

- a) Loss or damage caused by theft or attempted theft unless there are visible signs of forced entry into or exit from your private home;
- b) Stock in trade;
- c) Any liability arising from your business activities at your private home.

## 1.9 Remote jamming or blocking

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

This cover is limited to the amount shown in the schedule and one claim per calendar year.

This cover is subject to the following conditions:

- a) The windows must be closed;
- b) Any insured items must be hidden out of sight; and
- c) You must have attempted to lock the vehicle when leaving it unattended.

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

### **2.1 Guests' property**

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

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

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

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

### **2.2 Domestic employees' property**

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

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

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

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

### **2.3 Veterinary expenses**

We cover veterinary expenses for accidental bodily injury if a domestic animal you own is injured in a road accident.

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

We do not cover veterinary expenses if the injured domestic animal is covered by any other insurance, including pet's insurance.

### **2.4 Accidental death from injury in your private home**

We will pay your estate if you suffer an accidental bodily injury in your private home and you die within 90 days as a direct result of the injury.

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

### **2.5 Spoiling of fridge and freezer contents**

We cover accidental spoiling of the contents of your fridges or freezers in your private home if the spoiling results from either:

- a) breakdown or accidental damage to the fridge or freezer;
- b) failure of the public power supply.

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

We do not cover:

- a) Damage to fridges or freezers themselves;
- b) Spoiling that has happened because you have not paid for or bought sufficient power or fuel.

### **2.6 Recovering data**

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

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

## 2.7 Theft of digital currency

We cover loss of digital currency caused by theft or attempted theft.

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

This cover is subject to the condition that you must comply with the terms and conditions of the internet service provider regarding the safekeeping of your digital wallet.

## 2.8 New contents

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

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

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

# 3. Tenant's liability

## 3.1 Tenant's liability

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

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

Our payment will include the following:

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

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

## 3.2 What is not covered under Tenant's liability

We do not cover the following:

- a) Liability claimed by any of the following people:
  - you or any member of your family who normally lives with you;
  - your directors, members, trustees, beneficiaries and members of their families who normally live with them (if- you are a company, close corporation or trust);
  - your employees acting in the course of their employment with you at the time of the event. This exclusion does not apply to your domestic employees.
- b) Liability related to loss of or damage to property owned by, looked after or under the control of any of the following people:
  - you or any member of your family who normally lives with you;
  - your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);



- your employees acting in the course of their employment with you at the time of the event.
- c) Liability related to:
- your employment, business or profession;
  - your ownership or occupation of land or buildings other than your private home;
  - aircraft, vehicles or watercraft that you or your employees own, look after or control;
  - the vibration, removal, weakening or interference with the support of any land, building or other property.

## **4. Special terms and conditions under this section**

### **4.1 The countries where you are insured under this section**

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

### **4.2 You must give proof of ownership or responsibility**

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

### **4.3 You must prove ownership of jewellery and watches**

When you claim for any jewellery or watches, you must give us proof of ownership and the value of the item that you claim for. Examples of this may be invoices, receipts or valuation certificates (dated before the date of the claim).

If you do not give us this proof of ownership and value, your claim will be limited to R25 000 for each item.

### **4.4 You must keep jewellery and watches in a safe**

You must keep jewellery and watches with a value of R50 000 or more that you are not wearing, in a securely locked wall- or floor-mounted safe. The keys to your safe must also be kept away, secured and hidden from sight.

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

If you do not comply with this condition, we will not cover loss or damage caused by theft or attempted theft for more than R50 000 per item, unless you are wearing it.

### **4.5 Pairs and sets**

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

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

### **4.6 You must look after your bicycles**

Your bicycles must be secured inside a locked building, locked with a bicycle locking device or padlock or secured to a vehicle with a bicycle locking device or padlock whenever they are left unattended. It is important to note that a bicycle that is tied to a building or vehicle with ropes or ties that can easily be cut will not be considered secured.

If you do not comply with this condition, we will not cover loss of or damage to your bicycles caused by theft or attempted theft.

## 5. What is not covered under this section

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

### 5.1 Items we do not cover

We do not cover loss of or damage to:

- a) money caused by theft if the money was not at your private home;
- b) animals (except if covered under Veterinary expenses);
- c) motor vehicles including their fitted accessories;
- d) caravans or trailers including their fitted accessories;
- e) air or watercraft and their fitted accessories and equipment (not a surfboard or paddle ski);
- f) stock-in-trade that you own or are responsible for;
- g) contents that are more specifically insured elsewhere in this policy;
- h) ride-on lawn mowers unless you keep them in a locked building when not in use;
- i) bicycles left unattended away from your private home unless locked to a fixed structure or located within a locked building;
- j) any item while it is transported unless it is adequately packed and secured;
- k) any item used for professional or commercial purposes in excess of the amount shown in the schedule for Business contents.

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

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

- a) your private home while it is lent, let or sub-let;
- b) your private home while it is on show;
- c) your private home while it undergoes any renovations or structural building alterations;
- d) any unattended vehicle, unless the vehicle is locked, windows closed and any insured items are hidden out of sight. This does not apply if we accept your claim under Remote jamming or blocking.

### 5.3 Chipping, denting or scratching

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

### 5.4 If you do not receive contents you have paid for

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

### 5.5 Electronic data

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

# PROPERTY: FINE ARTS AND VALUABLES

## 1. Definitions specific to this section

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

## 2. What is covered under this section

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

### 2.1 Specified items

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

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

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

### 3.1 Fine art and valuables in storage

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

### 3.2 Removal by professional contractors

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

This cover is subject to the condition that the fine arts and collectibles must be packed by the professional movers in accordance with the value and fragility of the items.

### 3.3 Defective title

If you are required by law to return any item covered under this section to its rightful owner because it has been proven that you do not have good title to it, we will pay up to R50 000 for that item.

This cover is subject to the condition that you bought the item during the period that this section is in force.

We do not give this cover:

- a) If you did not make suitable enquiries to the provenance of the item before you bought it.

b) To items you inherited or received as gifts.

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

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

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

### **4.2 Death of the artist**

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

This cover is limited to 200% of the insured value of the artwork and to R500 000 during a calendar year.

This cover is subject to the following conditions:

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

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

### **4.3 Fine artworks in progress**

We cover loss of or damage to artwork you have commissioned if the artwork is damaged or destroyed before it is completed.

We also cover loss you suffer if the commissioned artist passes away before the artwork is completed.

This cover is limited to the lowest amount of R100 000, the non-refundable deposit you have paid or the prepaid commission price.

## **5. Special terms and conditions under this section**

### **5.1 The countries where you are insured under this section**

Cover under this section is world-wide.

### **5.2 You must give proof of ownership**

You must give us acceptable proof that you owned an item, or acceptable proof of its value, if we ask for it.

### **5.3 You must prove ownership of jewellery and watches**

When you claim for any jewellery or watches, you must give us proof of ownership and the value of the item that you claim for. Examples of this may be invoices, receipts or valuation certificates (dated before the date of the claim).

If you do not give us this proof of ownership and value, your claim will be limited to R25 000 for each item.

### **5.4 Pairs and sets**

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

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

## **6. What is not covered under this section**

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

### **6.1 Reframing**

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

### **6.2 Weather**

We do not cover loss or damage caused by:

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

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

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

- a) your private home while it is lent, let or sub-let;
- b) your private home while it is on show;
- c) your private home while it undergoes any renovations or structural building alterations;
- d) any unattended vehicle, unless the vehicle is locked and the windows are closed.

### **6.4 Theft, attempted theft and malicious damage**

We do not cover your specified items against loss or damage caused by theft, attempted theft or malicious damage unless the premises where these items are kept, complies with the security measures we required for your private home. This exclusion does not apply to specified jewellery, watches, photographic equipment or electronic equipment.

# INTERNATIONAL TRAVEL

## 1. Definitions specific to this section

accident	means a sudden, unexpected and specific event which occurs at a specific time and place and which results in your injury.
accidental loss	means that you had misplaced or lost your baggage, which results that you are not in possession of your baggage any longer.
assistance company	means Europ Assistance South Africa.
baggage	means luggage, personal effects and travel documents (travel tickets, passports and visas) that you take on your trip.
business	means your employment, trade, profession or occupation.
business associate	means your partner, fellow member, director or employee.
carrier accumulation limit	means the maximum amount we will pay under this policy for insured persons travelling with the same carrier at one time.
carrier	means a scheduled or chartered aircraft (excluding non-pressurised, single engine piston aircraft), land (excluding any hired vehicles or motorcycles) or water conveyance licenced to carry passengers for hire, and in (or on) which you are travelling as a fare paying passenger.
children	means your dependent children between the ages of three months and 18 years, who are not in full-time employment, unmarried, not pregnant, without children and primarily dependent on you for maintenance and support. This definition includes children between the ages of 19 years and 25 years, who are full-time students.
country of residence	means the country of which you are a citizen or permanent resident.
curtailment	means the shortening or alteration of your trip.
dangerous sports or activities	means any sport or sporting activities that present a high level of inherent danger.
date of loss	means the following: <ul style="list-style-type: none"> <li>- For illness: the first date of diagnosis or the date that you became aware of the illness, whichever occurs first.</li> <li>- For injury: the date of the accident.</li> <li>- For all other benefits: the date of the insured event.</li> </ul>
day	means a period of 24 consecutive hours including the day of admission, but excluding the day of discharge.
departure date	means the day that you leave on your trip.
effective date of cover	means the start date of this section as shown in the schedule.

emergency medical expenses	means all reasonable and customary charges which are deemed medically necessary for illness or injury on your trip. We will decide which medical expenses are necessary.
hospital	means a legally constituted establishment, which operates under the laws of the country in which it is based, and meets the following requirements: <ul style="list-style-type: none"> <li>- It operates primarily for the reception, medical care and treatment of sick, ailing or injured persons on a resident in-patient basis.</li> <li>- It admits resident in-patients under the supervision of a medical practitioner.</li> <li>- It maintains organised facilities for the medical diagnosis and treatment of resident in-patients.</li> <li>- It provides facilities for major surgery within the confines of the establishment or facilities controlled by the establishment.</li> <li>- It provides a full-time nursing service by or under the supervision of a staff of nurses.</li> <li>- It is not a day clinic, health hydro or nature clinic, a mental institution, an institution confined primarily to the treatment of psychiatric disease, the psychiatric department of a hospital, a place for the treatment of chemical dependency, an establishment or special unit of a hospital used primarily as a place for treatment of drug addicts or alcoholics, a hospice, a frail care centre, a rest home or nursing, convalescent, rehabilitation, assisted living or extended care facility.</li> </ul>
illness	means any fortuitous sickness or disease contracted which starts or first manifests itself during your trip.
inherent danger	means activities that involve a high level of expertise, exceptional physical exertion, highly specialised gear or stunts.
injury	means physical trauma caused by an accident which results in an insured event within 24 months of the date of the accident. The accident must occur independently of any other cause or physical defect or infirmity, which existed before the accident. Physical trauma caused by exposure to the elements of nature as a direct result of an accident is also considered an injury.
insured event	means any of the benefits shown in the schedule.
medical expenses	means all reasonable and customary charges for illness or injury on your trip, which results in hospitalisation, surgical or other diagnostic or remedial treatment given or prescribed by a medical practitioner.
medical practitioner	means a person registered with a current, legal licence to practice medicine and who is not you or a member of your immediate family.
medical treatment	means a medical practitioner's medical advice, treatment, consultations and prescribed or repeat maintenance medication.
money	means cash, bank or currency notes, cheques, postal or money orders or other negotiable instruments.
motor hijack	means the unlawful seizing or attempted unlawful seizing of a vehicle by any person using force, treat or violence with the intention to overpower or subdue you while



	you are using or driving a vehicle or you are a passenger of the vehicle.
pandemic disease	means an outbreak of disease that affects a large proportion of the world due to a new virus and is declared a pandemic disease by the World Health Organisation.
point of departure	means your private home, place of business or other location from which you travel in a direct, timeous and uninterrupted manner, or the point where you pass through passport control in the Republic of South Africa.
postponement	means a delay in the travel date.
pre-existing medical condition	means any medical condition for which you receive treatment or any recurring, chronic or continuing illness or condition(s) for which you received treatment or advice, or for which you incurred any costs, during the calendar year before the start date of this section.
professional sport	means any sport in which you receive a financial reward, fee, sponsorship or gain as a result of your participation.
public conveyance	means any scheduled or chartered land, water or air conveyance legally licenced to carry passengers for hire, which operates commercially in accordance with all locally applicable laws and regulations, in which you travel as a fare-paying passenger. This excludes minibuses, non-standard motor vehicles and non-pressurised, single engine piston aircraft.
reasonable and customary charges	means the charges which are medically required for the treatment, supplies or medical service to treat your condition. It includes supplies or medical services in the locality where the expenses are incurred. These charges must not exceed the usual level of charges for similar treatment.
related expenses	means necessary expenses relating to additional accommodation, travelling expenses, meals and beverages for one person, who on the advice of a medical practitioner appointed by us, remains with or escorts you until your trip is completed, or you resume your trip, or your return to the point of departure, whichever occurs first.
relative	means members of your family who normally live with you.
return date	means the date that you return to the point of departure.
spouse	means your husband, wife or partner, with whom you permanently and continuously live in the same household in a relationship which is not casual. You can only cover one spouse under this section of the policy.
travel companion	means the person travelling with you.
travel documents	means travel tickets, visas and passports.
you	means the policyholder and other insured persons named in the schedule.
your trip	means a journey for social, leisure, pleasure, educational or business purposes, which starts from the point of departure to the destination outside the borders of the Republic of South Africa and does not exceed 90 days.

## 2. Types of travel insurance

### 2.1 Leisure

If the schedule shows that your travel insurance is for leisure purposes, you may travel for social and private purposes. If you travel for business purposes, you cannot be covered under Leisure travel.

### 2.2 Business

If the schedule shows that your travel insurance is for business purposes, you may travel for social, private and business purposes.

## 3. What is covered under this section

### 3.1 Medical expenses

We cover your medical expenses as a result of illness or injury while you are on your trip.

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

Our compensation for dental expenses is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) You must get our written approval to spend more than R2 000 for medical expenses. If you do not comply with this condition, we will not pay more than R2 000 per event for medical expenses.
- b) We will only cover emergency dental treatment within 30 days of the accident.
- c) We will only pay medical and related expenses until a medical practitioner that we have appointed, decides that you are fit to be repatriated. If you are fit for repatriation and choose not to return to the point of departure, we will not pay any medical expenses.
- d) Medical and related expenses in respect of any pandemic disease are limited to the first five days after the first documented occurrence of the pandemic disease on condition that the pandemic disease was not declared before the start date of your trip.

We do not cover medical expenses:

- a) incurred for continuing treatment, including any medication you started to take before the start date of your trip and continued to take during your trip on medical advice;
- b) incurred due to investigatory treatment that is not specified by a medical practitioner as immediately necessary;
- c) for fillings or crowns of precious metal;
- d) for any procedures relating to dental or oral hygiene;
- e) for specialist medical treatment without referral from a medical practitioner;
- f) relating to contraceptive devices, prosthetic devices, medical appliances or artificial aids;
- g) for preventative treatment, including any vaccination or immunisation;
- h) as a result of any cardiac, cardio vascular, vascular or cerebro-vascular illness or condition or complications from it that, in the opinion of a medical practitioner that we appointed can reasonably relate to it, if you are over the age of 71 years;
- i) any treatment which can be reasonably delayed until your return to your country of residence;
- j) more than one claim per year.

### 3.2 Baggage

We cover the reasonable, essential expenses you incurred for emergency replacement of essential items if your

baggage is delayed, misdirected or temporarily misplaced by a carrier.

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

This cover is subject to the following conditions:

- a) The emergency replacement purchases must be made within four days after your arrival at the intended destination;
- b) The baggage delay must be for more than six hours.

We do not cover baggage delay, misdirection or misplacement caused by any of the following:

- c) Confiscation or detention by customs or other officials or authorities;
- d) Your errors or omissions.

### **3.3 Travel delay**

We cover the reasonable essential expenses you incurred due to unforeseen travel delay resulting from any of the following:

- a) Accidental loss or theft of travel documents (travel tickets, passports and visas);
- b) Accident or mechanical or electrical breakdown involving the transport in which you arranged to travel or were travelling for the purpose of reaching the point of departure and/or departure point from which you had intended commencing an onward journey.
- c) Delay of a scheduled departure of a public conveyance due to:
  - unplanned industrial dispute, strike or action; or
  - adverse weather conditions including cyclones, tornados, floods, typhoons, blizzards, or natural disasters in the country to or through which you are travelling; or
  - mechanical or electrical breakdown; or
  - public transport services failure.

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

We do not cover expenses incurred following travel delay if:

- a) comparable alternative onward transportation has been made available to you after the scheduled departure time of a booked flight or after an actual flight arrival (in the case of a connecting flight);
- b) you fail to check in according to the itinerary supplied (except if you failed to check in due to a strike or industrial action);
- c) the delay is due to industrial dispute, strike or action which existed or for which advance media warning had been given on or before the date on which your trip commenced;
- d) the delay is due to the withdrawal from service temporarily or permanently of any public conveyance on the orders or recommendation of any Port Authority, the Civil Aviation Authority or any similar body in any country in which advance media notice had been given on or before the date on which your trip commenced;
- e) the delay is less than six hours; or
- f) the cost of expenses is recoverable from the carrier.

### **3.4 Travel missed connection**

We cover the reasonable, essential expenses you incurred if you miss an onward travel at the transfer point during your trip, due to the late arrival of your incoming, confirmed and scheduled connecting conveyance and no onward transportation is available to you within six hours of your arrival.

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

We do not cover expenses for travel missed connection:

- a) arising from your failure to check in according to the itinerary supplied to you. You must obtain written confirmation from the common carrier or their handling agents of the number of hours delayed and the reasons for the delay;
- b) that is covered by any other existing insurance scheme, government programme or which will be paid or refunded by a hotel, airline, travel agent or any other provider of travel or accommodation;
- c) if the delay is due to industrial dispute, strike or action which existed, or for which advance media warning had been given, on or before the date on which your trip commenced.

### 3.5 Cancellation

We cover the non-refundable, unused portion of travel or accommodation costs you paid after necessary cancellation or postponement of your trip before your departure due to:

- a) your unexpected death, illness or injury or the unexpected death, illness or injury of your spouse, business associate, child, the person with whom you had intended to stay abroad, a relative or travel companion;
- b) non availability of the person that is in charge of your minor or disabled children due to that person's unexpected death, illness or injury within 30 days before the date of your trip;
- c) cancellation or diversion of scheduled public transport services, unless there was media warning before the date your trip was booked that the cancellation or diversion was likely to occur;
- d) serious or considerable accidental material damage in excess of R10 000, within 30 days of your intended date of departure to immovable property you own. The cause of the damage must be unintentional, not as a direct result of your actions and require you to cancel your trip for the safeguarding of your interests;
- e) theft or complete immobilisation of your private motor vehicle at the moment of departure or during the trip towards the destination due to a traffic accident, fire or as a result of a hijacking.
- f) delay in reaching the place of embarkation for any public conveyance operating on land, air or water as a result of immobilisation of more than one hour due to a traffic accident or circumstances beyond anyone's control during the trip towards the place of embarkation;
- g) loss of your travel documents.

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

This cover is subject to the condition that cover will start on the latest of the start date of this section, or the date that you booked your trip. Cover will end on the date of your return to your point of departure.

We do not cover the following:

- a) Any expenses arising directly or indirectly out of:
  - financial circumstances or insolvency; or
  - you not being in possession of the required or valid or correct travel documents or visas;
  - the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or travel;
  - defective or poor condition of the private vehicle you plan to use for your trip;
  - lock-out or prohibitive regulation by the court of any country;
  - adverse weather conditions including cyclones, tornadoes, floods, typhoons, blizzards or other natural disasters at the destination.
- b) We do not cover:
  - carrier caused delays where the cost of the expenses are recoverable from the carrier; or
  - your business or employment commitment or financial or contractual obligation or the business or employment commitment or financial or contractual obligation of any other person on whom your trip depends;
  - any change of plans or disinclination on your part or any other person to travel on your trip.

### 3.6 Curtailment

We cover the non-refundable, unused portion of travel or accommodation costs or additional accommodation and travel expenses (excluding telephone costs, meals and beverages) you paid after necessary curtailment of your trip due to:

- a) your unexpected death, illness or injury or the unexpected death, illness or injury of your spouse, business associate, child, the person with whom you had intended to stay abroad, a relative or travel companion;
- b) cancellation or diversion of scheduled public transport services, including by reason of strikes or other industrial action, unless there was media warning before the date that your trip was booked that the cancellation or diversion was likely to occur;
- c) loss of travel documents.

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

This cover is subject to the condition that cover will start on the latest of the start date of this section, or the date that you booked your trip. Cover will end on the date of your return to your point of departure.

We do not cover the following:

- a) Any expenses arising directly or indirectly out of:
  - financial circumstances or insolvency; or
  - you not being in possession of the required or valid or correct travel documents or visas;
  - the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or travel;
  - defective or poor condition of the private vehicle you plan to use for your trip;
  - lock-out or prohibitive regulation by the court of any country;
  - adverse weather conditions including cyclones, tornadoes, floods, typhoons, blizzards or other natural disasters at the destination.
- b) We do not cover:
  - carrier caused delays where the cost of the expenses are recoverable from the carrier; or
  - your business or employment commitment or financial or contractual obligation or the business or employment commitment or financial or contractual obligation of any other person on whom your trip depends;
  - any change of plans or disinclination on your part or any other person to travel on your trip.

### 3.7 End supplier insolvency

We cover the following costs if the scheduled airline, hotel, car hire, car ferry, coach journey, camper rental, caravan site, campsite, railway or cruise line becomes insolvent:

- a) Irrecoverable sums (published penalties and unused, non-refundable prepaid expenses) that you paid in advance;
- b) If the insolvency occurred after your departure, we will pay additional pro rata costs you incur to replace that part of your travel arrangements with a similar standard to what you had originally booked, or the cost of return transportation to your country of residence if the curtailment of your trip cannot be avoided.

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

We do not cover any of the following:

- a) The financial failure of:
  - any travel or accommodation provider where liquidation or sequestration proceedings have already started, or any threat of insolvency was known to the travel or accommodation provider, or the travel or accommodation provider had committed an act of insolvency as described in the Insolvency Act 24 of

1936, or similar legislation, by the date of this section;

- Any travel agent, tour organiser, booking agent or consolidator with whom you have booked travel or accommodation.

b) Any losses not directly associated with the incident that caused you to claim.

## **4. What is also covered under this section as part of the limit of compensation**

### **4.1 Travelling and accommodation costs for your return journey**

If we confirm that it is medically necessary for you to be accompanied on your return to your country of residence and the return journey cannot take place on the original scheduled date, we will pay the additional travelling and accommodation costs incurred by one person to stay with you and accompany you on your return journey.

This cover is limited to economy class for travelling and three-star hotel accommodation for accommodation costs.

### **4.2 Travelling and accommodation costs if you are hospitalised**

If you are hospitalised, we will pay a return air ticket and reasonable accommodation costs for one person to fly out to you.

This cover is limited to economy class for travelling and three-star hotel accommodation for accommodation costs.

This cover is subject to the condition that the medical professional we appointed confirmed that you will be hospitalised as an in-patient for five days or more.

### **4.3 Travelling costs to return your children to your country of residence**

If you are incapacitated and there is no other responsible adult to supervise your children, we will pay the additional travelling costs to return them to your country of residence accompanied by a competent person.

This cover is limited to economy class travel.

This cover is subject to the following conditions:

- a) Your children must be insured under this section of the policy.
- b) We will provide the competent supervisor to accompany your children.

### **4.4 Physiotherapy or chiropractic treatment**

We cover you for physiotherapy or chiropractic treatment if you are not hospitalised.

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

### **4.5 Pre-existing medical conditions**

We cover medical expenses resulting from illness while you are on your trip due to a pre-existing medical condition you told us about before the start date of this section.

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

This cover is subject to the condition that you must be hospitalised as an in-patient for more than 48 hours.

We do not cover any medical expenses for pre-existing conditions if a medical practitioner advised you on or before your departure date not to travel due to medical reasons.

### **4.6 Loss of passport**

We cover the cost of obtaining a replacement passport if your passport is lost or stolen outside the country of departure during your trip.

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

#### **4.7 Cancellation for any reason**

If you cancel your trip for any reason not covered under the Cancellation clause above, we will pay you for 50% of the published penalties and unused, non-refundable, prepaid expenses for travel and accommodation you do not use.

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

This cover is subject to the following conditions:

- a) The start date of this section must be within 24 hours of the date of your initial deposit for your trip;
- b) You must be able to travel at the start date of this section;
- c) You must cancel your trip 48 hours or more before your trip departure date.

#### **4.8 Sports and activities**

We cover your medical expenses, cancellation expenses and curtailment expenses if you participate in the following sports and activities during your trip:

- a) Outdoor ice-skating;
- b) Snowboarding on-piste/glacier and on recognised and authorised green, blue and red slopes only;
- c) Skiing on-piste/glacier and on recognised and authorised green, blue and red slopes only;
- d) Tobogganing;
- e) Skidoo as part of an organised excursion;
- f) Any other sport or sporting activity not excluded under this cover.

We will also cover the pro-rata costs in respect of your unused ski-pack if you are certified by a medical practitioner at the ski resort as unable to ski as a direct result of injury or illness occurring during your trip.

If you are prevented from skiing at the pre-booked resort for more than 24 consecutive hours because insufficient snow caused a total closure of the lift system, we will pay you up to R250 per day if no suitable alternative skiing is available.

We will also cover loss of or damage to your skis, ski equipment and ski pass that you hired during your trip. We cover the skis and ski equipment while you use them or while they are locked to a roof rack, which is itself locked to the roof of a vehicle.

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

This cover is subject to the following conditions:

- a) You must participate in these winter sports on a non-competitive and non-professional basis.
- b) You must take sufficient precautions to secure the safety of your skis, ski equipment and ski pass and must not leave them unattended at any time in a place to which the public has access.
- c) You must follow the safety guidelines for the activity concerned and where applicable use the appropriate and recommended safety equipment.
- d) You must be within the recommended age limit for the particular activity in which you are taking part.

We do not cover the following:

- a) Claims arising from closure of the resort lift system due to dangerous high winds.
- b) Trips in the Northern Hemisphere outside the period commencing 1 December and ending 31 March.
- c) Trips in the Southern Hemisphere outside the period commencing 1 May and ending 30 September.



- d) Claims arising directly or indirectly from engaging in or practising for the following sports and activities:
- Bobsleigh, ski jumping, heli-skiing, ski racing, ice hockey, ski stunting, skiing off-piste, paraskiing, skeleton, snowboarding off-piste or skiing on black or yellow slopes;
  - Organised competitions or when skiing against local authoritative warning or advice;
  - Skiing or snowboarding whilst undertaking business or employment where you are required to ski or snowboard;
  - Sports or sporting activities that present a high level of inherent danger;
  - Travelling in or on a 4-wheel vehicle, an all-terrain vehicle or a motorcycle, stunt riding, motor sports or piloting an aircraft;
  - Parasailing, skydiving, glider flying, hang gliding or sail-planing;
  - Biathlons, triathlons or ultra-marathons;
  - Big wave surfing, scuba diving, canoeing down rapids;
  - Bungee jumping, cliff jumping or spelunking;
  - Trampoline jumping;
  - Horse jumping;
  - Water skiing, ski cycling, jet skiing, tubing or wakeboarding;
  - Kickboxing.
- e) Physiotherapy.

#### **4.9 Alternative employee (if the type of insurance is Business)**

We cover the reasonable and necessary additional costs to send an alternative employee in your place to fulfil your business commitment if you are unable to do it because of your unexpected death, injury or illness or if you have to return early to your point of departure after the unexpected or imminent death of a family member or a business associate.

#### **4.10 Resuming your assignment (if the type of insurance is Business)**

If you were repatriated to your point of departure after your injury or illness that we covered, we will cover the reasonable and necessary additional costs to return you to your original destination to complete your business commitments.

This cover is subject to the condition that you must return to your original destination within 90 days of your repatriation.

## **5. Special terms and conditions under this section**

### **5.1 How we will settle your claim**

We will pay you for loss of or damage to property under this section by paying the costs of the loss or damage. We will base the payment on the replacement value of similar new property at the time of the loss or damage, limited to the amounts shown in the schedule.

For medical and other expenses, we will pay the cost of the treatment up to the amounts shown in the schedule.

### **5.2 How to contact us**

If you have a claim, please contact our assistance company on +27 011 991 8263 or e-mail them at [assist@europassistance.co.za](mailto:assist@europassistance.co.za).

### **5.3 Reasonable care**

You must take all reasonable care to look after the safety, security and supervision of your baggage at all times. You must not leave your baggage unattended in a public place or in any unlocked vehicle, room or building.

You must take all reasonable care to avoid, reduce and minimise your loss.

You may not abandon your baggage.

#### **5.4 You must report loss or damage to the authorities**

- a) You must report any loss or damage caused by theft, as well as damage by carriers, to the local police or appropriate authority as soon as possible after discovery of the loss. You must get a written acknowledgement of the report from the relevant authorities.
- b) You must report any loss of your credit cards, debit cards, travellers' cheques or travel documents to the issuing authority and take the appropriate cancellation measures.
- c) You must formally report baggage that appears to be delayed or lost at the destination airport immediately to the relevant carrier airline.

#### **5.5 Cancellation and curtailment**

If you need to return to the point of departure for any reason, you must contact us beforehand to make the travel arrangements.

#### **5.6 Other insurance**

If you have any other insurance that gives cover for the same trip we cover, we will only pay your claim in excess of the other insurance.

## **6. What is not covered under this section**

### **6.1 Loss, damage or injury in the Republic of South Africa**

Under this section, we do not cover any loss, damage or injury in the Republic of South Africa.

### **6.2 Trips longer than 90 days**

We do not cover any loss, damage or injury in respect of any trip with duration longer than 90 days. The 90-day period starts and ends at your point of departure.

### **6.3 Your participation in certain activities or occupations**

We do not cover any loss, damage or injury sustained directly or indirectly by or caused by or arising directly or indirectly from:

- a) your active service, or duty with, or undergoing training with any military or police force, militia or paramilitary organisation;
- b) your engagement in occupational activities underground or requiring the use of explosives;
- c) your wilful or deliberate exposure to danger (except in an attempt to save human life);
- d) your employment involving manual labour;
- e) you undertaking employment on a permanent or contract basis which is not casual;
- f) your participation in any sport as a professional player;
- g) your participation in any hazardous pursuits or dangerous sports or activities;
- h) you travelling by air or acting as part of an aircraft crew, except where you are travelling as a fare-paying passenger on an aircraft that belongs to an airline company duly registered for the transport of fare-paying passengers on regular and published scheduled routes;
- i) you using a two-wheeled motor vehicle where the engine capacity exceeds 200cc, is under control of an

unlicensed driver or where a crash helmet is not worn;

j) you being a crew member on a ship.

#### **6.4 Self-inflicted injury or suicide**

We do not cover any loss, damage or injury sustained directly or indirectly or caused by or arising directly or indirectly from intentional self-inflicted injury, suicide or attempted suicide.

#### **6.5 Certain destinations**

We do not cover any loss, damage or injury sustained directly or indirectly or caused by or arising directly or indirectly from you travelling to a country or specific area or event to which the Foreign and Commonwealth Office (FCO) has advised persons not to travel.

#### **6.6 Violation of law and influence of alcohol**

We do not cover any loss, damage or injury sustained directly or indirectly or caused by or arising directly or indirectly from:

- a) your deliberate violation of criminal law;
- b) you being under the influence of alcohol with more than the legal limit of alcohol in your blood;
- c) you being under the influence of drugs or narcotics, unless the drugs or narcotics were administered by a medical practitioner or unless prescribed by and taken in accordance with the directions of a medical practitioner.

#### **6.7 Insolvency**

We do not cover any loss, damage or injury sustained directly or indirectly or caused by or arising directly or indirectly from the tour operator, airline (unless covered under End supplier insolvency) or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to you.

#### **6.8 Medical conditions**

We do not cover any loss, damage or injury sustained directly or indirectly or caused by or arising directly or indirectly from:

- a) any mental disorders including, but not limited to anxiety disorders, eating disorders, psychotic disorders, affective disorders, personality disorders, substance use disorders, somatoform disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism;
- b) your pregnancy or childbirth (except for an unexpected medical complication or emergency occurring during the first 26 weeks of the pregnancy);
- c) any sexually transmitted diseases or any related illness or condition including derivatives or variations thereof;
- d) chronic fatigue syndrome or myalgic encephalomyelitis (M.E.) (anti-cardiolipin antibody positivity) or the illness commonly referred to as yuppie flu;
- e) cancer of any kind;
- f) your non-adherence or travelling against medical advice or travelling when unfit to do so;
- g) any cardiac or cardio vascular or vascular or cerebro vascular illness or conditions or sequelae thereof or complications that can reasonably be related thereto:
  - if you have received medical advice or treatment (including medication) for hypertension 12 months prior to the commencement of your trip; or
  - if you are or reach 71 years of age or older;
- h) any condition known to you before the start date of this section, where you:
  - are on the waiting list for medical treatment;

- are travelling for the purpose of obtaining medical treatment (even if this is not the sole reason for your trip);
- have received a terminal prognosis;
- have been recommended to continue or to commence any medical treatment or medication after the effective date of coverage.

### **6.9 Open-ended tickets**

We do not cover any claim if you travel on an open-ended ticket.

### **6.10 Age**

We do not cover any claim after you reach the age of 81 years.

### **6.11 Residency**

We do not cover any claim under this section if you are not a permanent resident of the Republic of South Africa.

### **6.12 Other costs**

We do not cover any of the following:

- a) search and rescue costs;
- b) expenses that you would normally incur regarding your trip;
- c) kidnap and ransom.

# MOTOR

## 1. Definitions specific to this section

agreed value	means the value you and we agree at which to insure your vehicle and its factory-fitted accessories.
car	means a private motor car.
caravan or trailer	means a caravan or trailer, which is not self-propelled, including its permanent fittings.
code 3 / built-up vehicle	means a new or used vehicle that has been declared permanently unfit for use, usually because the vehicle: <ul style="list-style-type: none"> <li>- was involved in an incident and declared unfit for use as a vehicle;</li> <li>- is damaged to an extent which includes structural defects and requires substantial rebuilding;</li> <li>- was stolen.</li> </ul>
credit shortfall	means the difference between the total amount you owe a registered credit provider under a financing agreement in terms of the National Credit Act, Act 34 of 2005, and the value of the vehicle shown in the schedule.
golf car	means a motorised or battery-operated vehicle designed for transport on a golf course.
light delivery vehicle	means a light delivery vehicle (LDV), including 4x4 or 4x2 vehicles, with a gross mass of 3 500 kg or less.
motorcycle	means a standard road two- or three wheel motor cycle, a motor scooter (with or without a side car), a three- or four-wheel motorised vehicle (for example a quad bike or all-terrain vehicle).
reasonable retail value	means the price at which a car dealer sells a vehicle with its factory-fitted accessories.
recreational tractor	means a self-propelled, recreational tractor or lawn mower, which is used for domestic or recreational purposes (for example mowing the lawn at your private home).
replacement vehicle	means any vehicle from categories A to C that you hire, lease or temporarily use as a replacement for the insured vehicle while the insured vehicle is in for a service or mechanical or electrical repairs by the motor trade.
SAPVIN	Means the number that is uniquely generated by the SAPS vehicle circulation system. A SAPVIN number is issued when a vehicle does not have a VIN or engine number, the vehicle's VIN or engine numbers have been duplicated, or the vehicle's VIN or engine numbers have been altered, defaced or obliterated.  SAPVIN is an abbreviation for South African Police Vehicle Identification Number.
self-driving	means that your vehicle is operating in a mode in which you do not control or monitor it.

sum insured value	means the value of your vehicle shown in the schedule.
time-trial	means that one vehicle on the track is driving against the clock with a controlled time delay start.
vehicle	means the insured vehicle shown in the schedule, or the replacement vehicle where relevant. The vehicle includes factory-fitted accessories and spare parts when they are in or on the vehicle.
written off	means your vehicle is damaged and, in our opinion, is not economical to repair.
you	means the policyholder and drivers named in the schedule.

## 2. What is covered under this section

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

The schedule will also show the following information per vehicle:

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

## 3. Class of vehicle use

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

### 3.1 Domestic use

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

### 3.2 Business use

If the schedule shows that your vehicle is used for business purposes, you may use it for social and private travel, travel to and from work, as well as travel for business, trade or occupational purposes.

## 4. Types of vehicle value

### 4.1 Reasonable retail value

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

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

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

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

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

## **4.2 Agreed value**

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

If the schedule shows that your vehicle value is agreed value, you must give us proof of the vehicle value in the form of a valuation by three reputable motor vehicle dealers. You must give us this proof at every anniversary date of this policy, otherwise the agreed value will remain unchanged on the anniversary of this policy.

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

## **4.3 Sum insured value**

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

# **5. Types of vehicle insurance**

## **5.1 Comprehensive**

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

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

## **5.2 Third party, fire and theft**

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

- a) fire, lightning or explosion;
- b) theft or attempted theft;
- c) hijacking or attempted hijacking;
- d) liability.

## **5.3 Third party only**

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

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

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

If your vehicle is stolen and not recovered or written off, we will replace your vehicle with a new vehicle of the same make and model.

This cover is subject to the following conditions:



- a) Your vehicle may not be older than two years from the date of first registration;
- b) Your vehicle may not have travelled more than 60 000 kilometres.

## **6.2 Window glass (if the type of insurance is Comprehensive)**

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

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

## **6.3 Self-driving vehicles (if the type of insurance is Comprehensive)**

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

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

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

This cover is subject to the following conditions:

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

We do not cover the following:

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

## **6.5 Cover if you buy a new vehicle (if the type of insurance is Comprehensive)**

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

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

## **6.6 Head, tail- or spotlights (if the type of insurance is Comprehensive)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This cover is subject to the following conditions:

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

## **7.7 Accidental death (if the type of insurance is Comprehensive)**

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

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

## **7.8 Repatriation of mortal remains (if the type of insurance is Comprehensive)**

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

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

## **7.9 Vehicle keys (if the type of insurance is Comprehensive)**

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

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

## **7.10 Tracking device (if the type of insurance is Comprehensive)**

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

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

This cover is subject to the following conditions:

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

### **7.11 Mechanical or electrical breakdown (if the type of insurance is Comprehensive)**

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

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

This cover is subject to condition that you must not have any other breakdown insurance.

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

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

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

### **7.13 Car hire (if the type of insurance is Comprehensive)**

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

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

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

This cover is subject to the following conditions:

- a) We must arrange the car hire for you from an approved car hire company of our choice;
- b) You must accept the terms, conditions and exclusions of the car hire company.

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

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

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

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

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

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

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

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

### **7.15 Claims preparation costs**

We will pay you the reasonable costs for getting any documentation, proof or details you need to prepare for a

claim you have under this section of the policy.

This cover is limited to amount shown in the schedule.

## **8. Vehicle liability**

### **8.1 Legal liability for your vehicle**

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

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

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

Our payment will include the following:

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

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

### **8.2 Passenger liability**

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

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

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

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

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

### **8.3 Legal liability while other people drive or use your vehicle**

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

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

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

This cover is subject to the following conditions:

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

exclusions of this policy.

#### **8.4 Legal liability for vehicles not insured on this policy**

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

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

This cover is subject to the following conditions:

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

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

#### **8.5 Legal representation**

We may arrange legal representation for:

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

#### **8.6 What is not covered under Vehicle liability**

We do not cover the following:

- a) Liability for death of or bodily injury to any of the following people:
  - you, a person using or driving your vehicle with your permission or members of your family who normally live with you;
  - your employees, other than your domestic employees, acting in the course of their employment with you at the time of the event;
  - any person in or on a caravan or trailer while it is being towed by your vehicle;
  - any passenger who was outside the cab of your vehicle at the time of the event;
  - any person travelling on or mounting onto, or dismounting from any caravan or trailer.

- b) Liability for loss of or damage to property:

- that you, a person using or driving the vehicle with your permission or any member of your family own, look after or control;
- in or on a caravan or trailer while being towed.

- c) Your legal liability covered in terms of the Road Accident Fund;

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

- d) If you alter or fail to update on-board computer software;

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

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

## 9. What you can also buy under this section

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

### 9.1 Trade-in protection plan

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

This cover is subject to the following conditions:

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

#### **EXAMPLE:**

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

You decide to trade in your vehicle after the accident and find that your trade-in value is R1 000 000, because it was involved in an accident. Other vehicles of the same make, model and mileage have a trade-in value of R1 200 000.

We will pay you the difference of R200 000.

### 9.2 Credit shortfall

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

This cover is subject to the following conditions:

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

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

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

We do not cover the following amounts:

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

**EXAMPLE:**

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

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

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

**9.3 Non-factory fitted accessories**

We cover loss of or damage to non-factory fitted accessories shown in the schedule.

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

**9.4 Extended countries**

We also cover loss of or damage to your vehicle in the countries shown in the schedule.

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

This cover is subject to the following conditions:

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

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

**9.5 Track-day cover**

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

This cover is limited to the lowest amount of:

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

This cover is subject to the following conditions:

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

We do not cover racing on the race track.

## 10. Special terms and conditions under this section

### 10.1 The countries where you are insured under this section

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

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

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

### 10.2 How we will pay you

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

- a) paying for the vehicle's repair at a repairer we approve;
- b) replacing the vehicle;
- c) pay you the amount of the loss, damage or liability.

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

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

### 10.3 You must take care of your vehicle

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

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

### 10.4 Excess if your vehicle is less than one year old

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

### 10.5 You must keep your vehicle secure

- a) Security systems

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

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

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

- b) Satellite tracking systems

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

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

- You must immediately notify the authorities and the vehicle tracking company of the event;
- By no means may you interfere (including not paying fees) with the tracking or response company's



ability or willingness to track and recover the vehicle effectively;

- You may not cancel your service agreement.

## **10.6 Chauffeur services**

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

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

## **10.7 You must agree to inspections**

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

## **10.8 You must tell us about any traffic offences**

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

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

## **10.9 We may pay value for unavailable spare parts**

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

## **10.10 Only the policyholder can claim under this section**

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

## **10.11 Vehicle sharing**

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

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

# **11. What is not covered under this section**

## **11.1 Gradual damages**

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

- a) deterioration in value resulting from repairs (unless specifically shown in the schedule to be included);
- b) wear and tear;

c) rust, mildew, corrosion or decay.

## **11.2 Mechanical, electronic or electrical breakdown**

We do not cover mechanical, electronic or electrical breakdowns, failure or breakages.

## **11.3 Certain damages to tyres**

We do not cover damage to tyres caused by:

- a) the application of brakes;
- b) distortion of the tyre;
- c) road hazards, unless there is also damage to the rims. We do however cover damage to your tyres caused by potholes.

## **11.4 Taking or impounding by authorities**

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

## **11.5 Loss or damage outside the countries**

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

## **11.6 Licences**

We do not cover loss of or damage to your vehicle if it is driven or used by you or any other person with your permission:

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

## **11.7 Driving under the influence**

We do not cover loss of or damage to your vehicle while you or any other person drives your vehicle under the influence of alcohol or drugs or when your or that person's blood-alcohol level is over the legal limit.

## **11.8 Compliance with Road Traffic ordinances**

We do not cover loss of or damage to your vehicle while the vehicle is in a condition that does not comply with the Road Traffic ordinances of the Republic of South Africa, or similar legislation that applies to the country where your vehicle is driven.

## **11.9 Types of use we do not cover**

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

- a) Commercial travelling (for example, couriers);
- b) Carrying fare-paying passengers;
- c) Giving lifts to passengers for profit;
- d) Carrying goods for trade;
- e) Giving driving lessons for reward;
- f) Hiring out the vehicle for reward;
- g) Racing or speed contests;
- h) Rallies or trials involving driving of any kind, including use on 4x4 courses and test circuits;
- i) Gymkhanas, fun-day events or any events held on a race track sanctioned by or under the auspices of a

motoring club;

- j) Any purpose relating to the motor trade, except when your vehicle is in the care of a member of the motor trade for maintenance or repairs.

#### **11.10 Unauthorised software alterations or failure to update software**

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

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

# VINTAGE VEHICLES

## 1. Definitions specific to this section

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

## 2. What is covered under this section

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

The schedule will also show the following information:

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

## 3. Class of vehicle use

### 3.1 Domestic use

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

## 4. Type of vehicle value

### 4.1 Agreed value

If the schedule shows that your vintage vehicle value is agreed value, you must give us proof of the value in the form of a valuation by a reputable motor vehicle dealer. You must give us this proof at every anniversary date of this policy, otherwise the agreed value will remain unchanged on the anniversary of this policy.

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

## 5. Type of vehicle insurance

### 5.1 Comprehensive

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

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

### 5.2 Laid-up

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

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

Cover is subject to the following conditions:

- a) The vehicle must be in a locked garage or other secure place at the time of loss or damage;
- b) The vehicle battery must be removed;
- c) The vehicle must not be out of use because of loss or damage covered under this section of your policy.

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

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

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

### 6.1 Window glass (if the type of insurance is Comprehensive)

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

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

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

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

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

This cover is subject to the following conditions:

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

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

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

This cover is subject to the following conditions:

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

We do not cover the following:

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

### **6.4 Head, tail- or spotlights (if the type of insurance is Comprehensive)**

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

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

### **7.1 Costs to protect the vehicle (if the type of insurance is Comprehensive)**

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

### **7.2 Costs for emergency repairs (if the type of insurance is Comprehensive)**

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

### **7.3 Costs to tow and store the vehicle (if the type of insurance is Comprehensive)**

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

### **7.4 Delivery after repair (if the type of insurance is Comprehensive)**

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

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

### **7.5 Emergency expenses for accommodation (if the type of insurance is Comprehensive)**

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

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

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

### **7.6 Accidental death (if the type of insurance is Comprehensive)**

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

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

### **7.7 Vehicle keys (if the type of insurance is Comprehensive)**

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

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

### **7.8 Extinguishing costs**

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

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

### **7.9 Claims preparation costs**

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

This cover is limited to amount shown in the schedule.

## **8. Vehicle liability**

### **8.1 Legal liability for your vehicle**

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

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

Our payment will include the following:

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

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

### **8.2 Passenger liability**

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

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

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

We do not cover passengers in or on the load body of a Class B or C vehicle.

### **8.3 Legal representation**

We may arrange legal representation for:

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

### **8.4 What is not covered under Vehicle liability**

We do not cover the following:

- a) Liability for death of or bodily injury to any of the following people:
  - you or members of your family who normally live with you;
  - your employees, other than your domestic employees, acting in the course of their employment with you at- the time of the event;
  - any person in or on a caravan or trailer while it is being towed by your vehicle;
  - any passenger who was outside the cab of your vehicle at the time of the event.
- b) Liability for loss of or damage to property:
  - that you or any member of your family own, look after or control;
  - in or on a caravan or trailer while being towed.
- c) Your legal liability covered in terms of the Road Accident Fund;  
We do not cover your liability covered in terms of the Road Accident Fund, or any amounts that the Road Accident Fund wants to recover from you.

## **9. What you can also buy under this section**

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

### **9.1 Track-day cover**

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

This cover is limited to the lowest amount of:

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

This cover is subject to the following conditions:

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

We do not cover racing on the race track.



## 10. Special terms and conditions under this section

### 10.1 The countries where you are insured under this section

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

### 10.2 How we will pay you

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

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

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

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

### 10.3 Valued salvage

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

### 10.4 You must take care of your vehicle

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

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

### 10.5 You must agree to inspections

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

### 10.6 You must tell us about any traffic offences

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

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

### 10.7 We may pay value for unavailable spare parts

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

### 10.8 Only the policyholder can claim under this section

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

### 10.9 You must install a fire extinguisher

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

## 11. What is not covered under this section

### **11.1 Gradual damages**

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

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

### **11.2 Mechanical, electronic or electrical breakdown**

We do not cover mechanical, electronic or electrical breakdowns, failure or breakages.

### **11.3 Certain damages to tyres**

We do not cover damage to tyres caused by:

- a) the application of brakes;
- b) distortion of the tyre;
- c) road hazards, unless there is also damage to the rims. We do however cover damage to your tyres caused by potholes.

### **11.4 Taking or impounding by authorities**

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

### **11.5 Loss or damage outside the countries**

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

### **11.6 Licences**

We do not cover loss of or damage to your vintage vehicle if you drive it without a driver's licence that is valid in the country where the vehicle is driven or used.

### **11.7 Driving under the influence**

We do not cover loss of or damage to your vintage vehicle while you drive your vintage vehicle under the influence of alcohol or drugs or when your blood-alcohol level is over the legal limit.

### **11.8 Compliance with Road Traffic ordinances**

We do not cover loss of or damage to your vintage vehicle while the vehicle is in a condition that does not comply with the Road Traffic ordinances of the Republic of South Africa, or similar legislation that applies to the country where your vintage vehicle is driven.

### **11.9 Types of use we do not cover**

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

- a) Commercial travelling (for example, couriers);
- b) Carrying fare-paying passengers;
- c) Giving lifts to passengers for profit;
- d) Carrying goods for trade;
- e) Giving driving lessons for reward;
- f) Hiring out the vehicle for reward;

- g) Racing or speed contests;
- h) Rallies or trials involving driving of any kind, including use on 4x4 courses and test circuits;
- i) Gymkhanas, fun-day events or any events held on a race track sanctioned by or under the auspices of a motoring club (unless shown otherwise in the schedule);
- j) Any purpose relating to the motor trade, except when your vehicle is in the care of a member of the motor trade for maintenance or repairs.

# WATERCRAFT

## 1. Definitions specific to this section

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

## 2. What is covered under this section

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

## 3. Types of watercraft value

### 3.1 New value

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

### 3.2 Market value

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

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

### 4.1 Loss or damage during yacht racing

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

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

### 5.1 Sighting expenses

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

## **5.2 Avoiding or minimising loss**

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

## **5.3 Fire extinguishing expenses**

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

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

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

## **5.4 Costs for emergency repairs**

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

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

## **5.5 Costs to tow and store the watercraft**

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

## **5.6 Delivery after repair**

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

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

## **5.7 Accidental death**

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

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

## **5.8 Watercraft keys**

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

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

## **5.9 Claims preparation costs**

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

This cover is limited to amount shown in the schedule.

# **6. Watercraft liability**

## **6.1 Legal liability for your watercraft**

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

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

## 6.2 Legal liability while other people pilot or use your watercraft

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

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

This cover is subject to the following conditions:

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

## 6.3 Legal liability for water skiers

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

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

## 6.4 Moving or destroying the wreck of your watercraft

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

## 6.5 Compensation

Our payment will include the following:

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

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

## 6.6 What is not covered under Watercraft liability

We do not cover the following:

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

similar organisation and is acting in the course of their employment at the time of the event;

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

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

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

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

## 7. What you can also buy under this section

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

### 7.1 Outboard motors

We cover loss of or damage to your outboard motors.

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

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

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

## 8. Special terms and conditions under this section

### 8.1 The countries where you are insured under this section

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

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

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

## 8.2 How we will pay you

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

- a) paying for your watercraft's repair at a repairer we approve;
- b) replacing the watercraft;
- c) pay you the amount of the loss, damage or liability.

We will decide how to pay your claim.

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

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

## 8.3 You must take care of your watercraft

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

You must ensure that watercraft is seaworthy at all times.

## 8.4 Theft or attempted theft of machinery, gear or equipment

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

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

## 8.5 Fire or explosion of watercraft with inboard motors

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

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

## 8.6 If you still owe money on your watercraft

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

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

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

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

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



## **8.7 If other people pilot or use your watercraft**

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

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

## **8.8 SAMSA Regulations**

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

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

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

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

## **8.9 If the watercraft is laid-up**

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

## **8.10 If the watercraft is over 10 years old**

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

Based on the outcome of this survey, we may:

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

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

## **8.11 Make sure you are not underinsured**

Your watercraft must be insured for its replacement value.

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

## **8.12 Rubber and similar crafts**

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

## **8.13 Damage to sails**

We cover damage to sails or protective coverings if:

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

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

## **9. What is not covered under this section**

### **9.1 Gradual damages**

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

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

### **9.2 Cleaning, repairing, restoring, maintenance**

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

### **9.3 Use of your watercraft**

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

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

### **9.4 Mechanical, electronic or electrical breakdown**

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

### **9.5 Taking or impounding by authorities**

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

### **9.6 Loss or damage outside the countries**

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

### **9.7 Use against any regulations**

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

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

## **9.8 Piloting under the influence**

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

## **9.9 Piloting by some people**

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

An operator or employee of:

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

## **9.10 Unattended watercraft**

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

## **9.11 Faulty design or defects**

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

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

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

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

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

## **9.13 Loss to contents of your watercraft**

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

## **9.14 Loss if the watercraft is used as a residence**

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

# PERSONAL LIABILITY

## 1. Definitions specific to this section

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

## 2. What is covered under this section

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

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

### 2.1 Compensation

Our payment will include the following:

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

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

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

### 3.1 Wrongful arrest

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

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

Our payment will include the following:

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

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

### 3.2 Bank and SIM cards

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

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

This cover is subject to the following conditions:

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

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

### **3.3 Digital payments**

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

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

This cover is subject to the following conditions:

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

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

### **3.4 Phishing**

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

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

This cover is subject to the following conditions:

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

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

## **4. Special terms and conditions under this section**

### **4.1 The countries where you are insured under this section**

Cover under this section is world-wide.

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

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

## **5. What is not covered under this section**

### **5.1 Claims by certain people**

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

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

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

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

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

## **5.3 Liability related to your work, business and property**

We do not cover your legal liability related to:

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

## **5.4 Liability arising from a contract**

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

## **5.5 Liability related to support of property**

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

## **5.6 Judgements or settlements under US or Canadian law**

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

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

## **5.7 Liability based on events deliberately caused**

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

## **5.8 Liability relating to movable or immovable property**

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

# EXTENDED PERSONAL LIABILITY

## 1. Definitions specific to this section

underlying policy	means an active insurance policy you have with an insurer in or outside the Republic of South Africa that insures you for: <ul style="list-style-type: none"><li>- Personal liability;</li><li>- Property owner's liability;</li><li>- Tenant's liability;</li><li>- Motor liability;</li><li>- Watercraft liability.</li></ul>
you	means the policyholder named in the schedule, the policyholder's spouse, as well as any family member who normally lives with the policyholder.

## 2. What is covered under this section

We cover your legal liability which results from events during the period of insurance if:

- a) You have an active underlying insurance policy that insures the type of liability you are held liable for; and
- b) Your underlying insurer does not cover your legal liability for any reason (except if you do not comply with a condition of the underlying policy); or
- c) Your legal liability is more than the limit of compensation covered by your underlying insurance and the underlying insurer has paid or has agreed to pay the full amount of that limit; and
- d) Your underlying policy is active and you have complied with all the conditions of the underlying policy.

### 2.1 Compensation

Our payment will include the following:

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

We will only pay your legal liability above the following amounts:

- a) R5 000 000 for the Personal liability section;
- b) R5 000 000 for Property owner's liability;
- c) R5 000 000 for Tenant's liability;
- d) R1 000 000 for the Motor liability section;
- e) R1 000 000 for the Watercraft liability section.

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

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

#### **3.1 Liability for pollution or contamination**

We cover your legal liability if you are held liable for pollution or contamination during the period of insurance.

Our payment will include the following:

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

This cover is limited to the amount shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

This cover is subject to the condition that the pollution or contamination must have been caused by a sudden, unforeseen, unintended and unexpected event.

### **4. Special terms and conditions under this section**

#### **4.1 The countries where you are insured under this section**

Cover under this section is world-wide.

### **5. What is not covered under this section**

#### **5.1 Judgements or settlements under US or Canadian law**

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

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

#### **5.2 Liability related to your work, business and property**

We do not cover your legal liability related to:

- a) Your employment, business or profession. This includes if you sell anything or provide services for any form of payment;
- b) Hiring out of any property, whether movable or immovable, for money or any other benefit, unless the immovable property is used as a private home and is covered by your underlying policy;
- c) You buying, selling or swapping any movable or immovable property.

#### **5.3 Liability resulting from your reckless or deliberate acts**

We do not cover your legal liability:

- a) If you recklessly ignored the consequences of what you were doing or failing to do.
- b) That results from your own dishonest, fraudulent or malicious act;
- c) That results from a physical assault or seduction you commit.

#### **5.4 Liability between people insured under the same policy**

We do not cover legal liability between people insured under this policy at the time of the event that gave rise to the liability.



## 5.5 If you have other insurance

We do not cover your legal liability that results from loss of or damage to property that is insured under any other insurance policy.

## 5.6 Liability related to vehicles, aircraft or watercraft

We do not cover your legal liability:

- a) that results from your ownership or use of any aircraft (except for model aircraft or hang gliders);
- b) that relates to a law that controls the use of vehicles if:
  - by law you must insure against the liability, or
  - the state or any government body or authority accepts liability for the claim;
- c) for the loss of or damage to a vehicle, watercraft or aircraft that you own or that you look after or control;
- d) that relates to Motor Liability, unless:
  - it is covered by your underlying policy; or
  - the only reason it is not covered by your underlying policy is because it falls outside the countries where the underlying insurance applies;
- e) that results from your use or ownership of quad bikes, all-terrain vehicles or golf cars;
- f) that relates to Watercraft liability if the maximum design speed of the watercraft is more than 100 kilometres per hour. If the design speed is less, we cover Watercraft liability if:
  - it is covered by your underlying policy; or
  - the only reason it is not covered by your underlying policy is because it falls outside the countries where the underlying insurance applies.

## 5.7 Fines and penalties

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

## 5.8 Debts

We do not cover your legal liability related to:

- a) any debt;
- b) you failing to pay maintenance;
- c) a breach of promise action.

# PERSONAL ACCIDENT

## 1. Definitions specific to this section

accident	means an event that is external to the body that you could not avoid, that you did not intend and that you could not have expected or foreseen.
beneficiary	means the person you choose and whose name appears on the schedule to receive compensation if you die.
bodily injury	means a physical injury to the body caused by an accidental, violent, visible and external event.
child / children	means: your biological child or the biological child of your spouse, who is under the age of 19 years; your or your spouse's stepchild, legally adopted child, or adopted child in terms of customary or religious adoption practices of the people of the Republic of South Africa, who is under the age of 19 years; your child or the child of your spouse of any age, who is permanently mentally or physically disabled and financially dependent on you; your child or the child of your spouse, who is under the age of 25 years and who is a full-time student at a tertiary institution registered in terms of legislation in the Republic of South Africa or approved in writing by us.
phalanx	means a bone that forms the fingers and toes. The plural is phalanges.
repatriation	means to bring your body back to the Republic of South Africa if you die from an accident while you are outside the Republic of South Africa.
you	means the policyholder named in the schedule, the policyholder's spouse, the parents of both the policyholder and the policyholder's spouse, the policyholder's or spouse's children, as well as the policyholder and the policyholder's spouse's full-time domestic employees.

## 2. What is covered under this section

### 2.1 Accidental death

We cover your accidental death that occurred during the period of insurance for the limit of compensation shown in the schedule, but subject to legal limits for young children.

### 2.2 Permanent disability

We also cover your permanent disability according to the scale of benefits as follows:

<b>Permanent disability</b>	<b>Percentage of limit of compensation</b>
Loss of four fingers:	70%

Loss of thumb:	
Both phalanges	25%
One phalanx	10%
Loss of index finger:	
Three phalanges	10%
Two phalanges	8%
One phalanx	4%
Loss of middle finger:	
Three phalanges	6%
Two phalanges	4%
One phalanx	2%
Loss of ring finger:	
Three phalanges	5%
Two phalanges	4%
One phalanx	2%
Loss of little finger:	
Three phalanges	4%
Two phalanges	3%
One phalanx	2%
Loss of metacarpal:	
First or second (additional)	3%
Third, fourth or fifth (additional)	2%
Loss of toes:	
All on one foot	30%
Big toe, both phalanges	5%
Big toe, one phalanx	2%
All toes other than the big toe, if more than one toe is lost	1% for each toe lost
Loss of sight:	

One or both eyes	100%
One eye, except perception of light	75%
Loss of speech	100%
Loss of hearing:	
Both ears	100%
One ear	25%
Loss by physical separation at or above the wrist or ankle of one or more limbs, or permanent and complete loss of use of a limb.	100%
Injuries resulting in total paralysis or permanent disability or in being permanently bedridden.	100%

### 3. Types of Personal accident cover

#### 3.1 Full personal accident cover

If the schedule shows that you have full accident cover, we will cover your death or permanent disability caused by any accident.

#### 3.2 Personal accident from vehicle accidents

If the schedule shows that you have personal accident cover from vehicle accidents, cover is limited to death or permanent disability caused by vehicle accidents.

### 4. Basis of Personal accident cover

#### 4.1 Individual cover

We cover each individual shown in the schedule against death or permanent disability up to the amounts shown in the schedule.

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

#### 5.1 Disappearance

If you disappear, we will pay your claim as if you had died.

This cover is subject to the following conditions:

- a) We receive a copy of the court order of Presumption of Death;
- b) We have no reason to believe that any event other than an accident took place.
- c) If, any time after we have paid the claim, you are found alive, you must repay all compensation to us.

#### 5.2 Exposure to the elements, thirst and starvation

We cover your death caused by exposure to the elements, thirst or starvation after an accident.

### **5.3 Burns**

We cover your permanent disability caused by burns, depending on the percentage of your body's surface area that is disfigured from burns.

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

This cover is subject to the following conditions:

- a) If the percentage disfigurement for burns is less than 100% of the surface area, we will apply a percentage to the compensation that is consistent with the actual disfigurement you suffer.
- b) We will only make payment once the permanent effect of medical or surgical treatment for your burns has been established.

We do not cover your burns if less than 10% of the surface area is affected.

## **6. What is also covered under this section in addition to the limit of compensation**

### **6.1 Repatriation of mortal remains**

If your death occurs outside the borders of the Republic of South Africa, we cover the reasonable costs to return your body to the Republic of South Africa.

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

## **7. Special terms and conditions under this section**

### **7.1 The countries where you are insured under this section**

Cover under this section is world-wide.

### **7.2 How we will pay you**

In the event of your death, we will pay your beneficiary.

In the event of your permanent disability, we will pay you.

If pay the full limit of compensation for either death or permanent disability, this section of the policy will end immediately and you cannot make any further claims under it.

We will only pay you for either death or permanent disability caused by the same accident.

### **7.3 Limits of compensation for the death of a child**

The law limits compensation for death of children. These limits are shown in the schedule.

### **7.4 Death or disability must happen within 24 months of the accident**

Your death or permanent disability must take place within 24 months of the accident that caused the bodily injury.

For death, the 24-month period does not include the time that you are kept alive by life support equipment if you are on the equipment for more than three consecutive days. If the life support equipment is used for less than three consecutive days, the 24-month period is not delayed.

### **7.5 You must give us certain information**

You must give us immediate notice if:

- a) you have any physical medical condition which affects you;

b) you change your occupation to a more dangerous occupation.

## **7.6 You must get proper medical care**

If you have any physical injury that may result in a claim, you must get medical care within a reasonable time.

We will not cover a death or bodily injury that has been affected in any way by you not having any medical treatment that we believe you should have had.

## **7.7 You must agree to medical examinations**

If you have a claim, you must attend medical examinations as often as we ask you to. We are responsible for the cost of these examinations and any reasonable expenses related to it.

# **8. What is not covered under this section**

## **8.1 Pre-existing medical conditions**

We do not cover death or permanent disability caused by a medical condition that existed before the person was first added to this section.

## **8.2 Taking part in certain activities**

We do not cover death or permanent disability caused by:

- a) any sport as a professional;
- b) extreme activities such as paragliding, skydiving, hang-gliding, off-road motorcycling, quad-biking or free climbing;
- c) wrestling, boxing or martial arts;
- d) racing, speed or endurance events on or in power-driven vehicles or craft;
- e) flying, other than as a passenger in a legally licensed passenger-carrying aircraft;
- f) mountaineering where the use of ropes or a guide is necessary; or
- g) digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives.

## **8.3 Accidents related to alcohol or drug use**

We do not cover death or permanent disability that results from you being under the influence of alcohol or drugs. If your alcohol level is above the legal limit, we will consider you under the influence of alcohol.

This exclusion will not apply if a qualified Medical Practitioner prescribes the drugs for you and you take them in the way they are prescribed.

## **8.4 Intentional misconduct**

We do not cover death or permanent disability resulting from your intentional misconduct, for example when you provoke an assault, break any law or disturb the peace.

## **8.5 Death or permanent disability that you deliberately cause**

We do not cover death or permanent disability caused by suicide, attempted suicide, intentional self-injury or deliberate exposure to danger.

## **8.6 Military or other service**

We do not cover death or permanent disability resulting from your service in the military, naval, police or air service of any country.

# PREMIUM WAIVER FOR RETRENCHMENT AND REDUNDANCY

## 1. Definitions specific to this section

abscond	means that you leave your job in a secret and sudden manner.
redundancy	means the termination of your employment by your employer because your employer introduces new technology or reorganises the business.
retrenchment	means the termination of your employment by your employer because of poor market conditions or the liquidation of the business or any other business decision of the employer that results in reducing staff.
you	means the policyholder named in the schedule.

## 2. What is covered under this section

We will pay the premiums for this policy if you are made redundant or retrenched.

### 2.1 Compensation

We cover a maximum of six monthly premiums by paying your premiums on your behalf.

We will pay the value of your monthly premiums due on this policy at the date you were retrenched or made redundant.

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

## 3. Special terms and conditions under this section

### 3.1 You must have worked for a continuous period

We only cover your retrenchment or redundancy if you worked full-time for twelve consecutive months immediately before you were made redundant or retrenched.

You must return to full-time employment for twelve consecutive months before another claim can be made.

### 3.2 Your benefits will not increase

We will not increase any benefits under this section if you are notified either orally or in writing that you will be retrenched or made redundant.

### 3.3 Only until your 66th birthday

We only cover your retrenchment or redundancy before your 66th birthday.

### 3.4 Waiting periods apply to reinstated policies

If this policy lapses or is cancelled for whatsoever reason and we agree to reinstate the policy, a waiting period will reapply from the date that the cover is reinstated.

### 3.5 Tell us about your retrenchment or redundancy

You must inform us as soon as you are notified in writing of your imminent retrenchment or redundancy.

## 4. What is not covered under this section

We will not pay the premiums for this policy in the event of your retrenchment or redundancy if:

- a) Your premiums are paid yearly;
- b) You have not paid any premiums due on this policy;
- c) You are retrenched or made redundant within the first 90 days from the start date of this section;
- d) You accept voluntary retrenchment;
- e) You are unemployed because you retire or resign;
- f) You are unemployed because you fall pregnant or give birth;
- g) Your work is seasonal;
- h) Your fixed-term contract ends, or you finish the job you were specifically employed to do;
- i) You lose your job because you are found guilty of fraud, dishonesty or any misconduct on your part;
- j) You lose your job because of any illegal strike that you took part in or any lock-out by your employer;
- k) You abscond from your job;
- l) You are employed in the informal sector;
- m) You are self-employed.



# IDENTITY THEFT

## 5. Definitions specific to this section

you	means the policyholder, the policyholder's spouse and any family members named in the schedule who permanently live with the policyholder and are financially dependent on the policyholder.
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## 6. What is covered under this section

### 6.1 Identity theft

We cover your financial loss and legal expenses if another person or entity assumes your identity to:

- a) get a loan;
- b) open a credit account;
- c) take over an existing account.

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

### 6.2 Legal costs

We cover your reasonable legal costs for defending any legal action brought against you by a creditor or collection agency or someone acting on their behalf. This includes:

- a) civil proceedings because of identity theft;
- b) criminal proceedings where you are charged with illegal acts someone else has committed while using your identity.

### 6.3 Civil or criminal judgment

We cover the removal of any civil or criminal judgment wrongfully taken against you as the result of the identity theft.

### 6.4 Consumer credit report

We cover the costs of challenging the accuracy or completeness of any information in your consumer credit report.

This cover is subject to the condition that the wrong information must have been given to the credit agency or financial institution.

### 6.5 Income you have lost due to time off work

We cover your unpaid leave from your job or profession while you have insurance under this section, or within 12 months of the end date of this policy.

This cover is subject to the condition that the only reason you had to take the time off was the identity theft.

We do not cover:

- a) leave days;
- b) sick days; or
- c) if you are self-employed.

## **6.6 Amounts you have to pay to a creditor**

We cover your actual loss from a legal liability to pay a creditor if any of the following cards or accounts were opened in your name, without your permission:

- a) ATM card, credit card or debit card account;
- b) bank account;
- c) other credit accounts.

## **6.7 Various other expenses**

We cover the following:

- a) Costs to re-submit applications for loans or other credit or debit accounts. This is if the lender rejected your application only because they received the wrong information because of identity theft;
- b) Reasonable costs for getting a notary to check documents related to your identity theft;
- c) Reasonable costs for long distance telephone calls, and registered mail as a result of your efforts to report an identity theft;
- d) Costs for a maximum of four credit reports per incident of identity theft, from an entity that we approve. You must have asked for the credit reports during the twelve months after the discovery of the identity theft.

# **7. Special terms and conditions under this section**

## **7.1 The countries where you are insured under this section**

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

## **7.2 This section must be in force**

You may claim for Identity theft that took place any time from the start date of this section to one year after the end date of this section.

## **7.3 The creditor must confirm information**

The creditor must confirm any amounts in writing that you owe as a result of identity theft.

## **7.4 You must cooperate with our investigation**

You must give us permission to inspect your books and financial records.

You must cooperate with us and help us to enforce any legal rights you or we have in relation to your identity theft. This includes giving evidence, including in any legal proceeding or other proceeding necessary to resolve the identity theft.

## **7.5 You must take steps to avoid further Identity theft**

You must take all reasonable action to prevent further loss from identity theft.

## **7.6 Notify the police and financial institutions within 24 hours**

You must notify the police, your bank, the company that issued your ATM card, debit or credit card, financial institution, or any other relevant entity, of the identity theft within 24 hours of discovering it. If you do not do this, we will not accept your claim.

## **7.7 Claiming**

If you claim for lost income, you must submit all of the following:

- a) Proof from your employer that you took unpaid leave. You must have a commissioner of oaths certify this

information;

b) Proof that it was necessary to take time off work;

c) Copies of any demands, notices, summonses, complaints, or legal papers that relate to the identity theft.

If you do not do this, we will not accept your claim.

## **8. What is not covered under this section**

### **8.1 Identity theft dishonesty**

We do not give cover under this section if the identity theft relates to any dishonest, criminal, malicious or fraudulent acts that you or a family member not named in the schedule commits, had knowledge of or planned.

### **8.2 Loss that results from business**

We do not cover any losses that relate to your business.

### **8.3 Costs for death, injuries or other loss**

We do not cover death, injury, sickness, disease, disability, shock, mental anguish or mental injury that results from identity theft. This includes any care you might need, or any other loss we do not specify as a cost we insure.

### **8.4 Credit card fees if you did not comply with terms, conditions and exclusions**

We do not cover credit card fees for stolen credit cards if you did not comply with all the terms, conditions and exclusions under which the cards were issued.

# SWIFTCARE

## 1. Definitions specific to Swiftcare

accident	means the unintended collision of one motor vehicle with another vehicle, a stationary object, pothole, or person, which causes damage to your vehicle. It also means damage to your vehicle caused by fire or water.
country	means the Republic of South Africa.
emergency roadside	means any sudden, unexpected and unforeseen event that leaves your vehicle un-driveable (without it being involved in an accident) and it needs to be towed.
home emergency	means any sudden, unexpected, unforeseen and unintended event at your private home that requires the immediate services of a domestic tradesman or repairer, to ensure your safety and to limit or prevent further damage to your private home.
mechanical or electrical breakdown	means the operational failure of your vehicle in such a way that: <ul style="list-style-type: none"><li>- the underlying mechanical or electrical problem stops your vehicle from operating at all;</li><li>- it hinders your vehicle's operation to a point where it is very difficult or nearly impossible to drive;</li><li>- your vehicle becomes dangerous to drive; or</li><li>- driving further could cause further damage to your vehicle.</li></ul>
we, us, our	means Swiftcare.
you, your, yourself	means the person(s) named in the schedule as the policyholder(s).

## 2. What is offered under Swiftcare

Please contact Swiftcare on **0860 247 365**.

Your Elite product automatically includes Swiftcare.

Swiftcare is a value-added service for you as an Elite policyholder, with quality benefits that assist you on the road for your insured vehicles, at home for your insured property, or while on vacation.

### 2.1 Roadside assistance

#### a) Towing service for accidents

Old Mutual Insure pioneered a Swift Accident Management Solution, to help you if you are involved in a motor vehicle accident. Swiftcare will connect all accident-related calls to the accident management helpdesk.

#### b) Towing service for mechanical or electrical breakdown

If your insured vehicle suffers a mechanical or electrical breakdown, Swiftcare will send an Old Mutual Insure appointed towing vehicle to competently and efficiently tow your vehicle to an Old Mutual Insure appointed specialist workshop.

If the appointed towing vehicle is not the closest, most appropriate, quality and cost-effective towing vehicle available, Swiftcare will send an alternative preferred towing vehicle.

Swiftcare will arrange and pay for your vehicle to be towed to the closest, most appropriate repair centre or dealer.

c) Minor roadside problems

We will assist you if you have minor roadside problems. This includes:

- flat tyres;
- flat batteries;
- your keys locked in your vehicle;
- if you run out of fuel (you will have to pay for the fuel).

This service is limited to the call-out fee and first hour's labour, as well as to three incidents per year. You will have to pay for any additional costs.

d) Chauffeur services

We will assist you with a chauffeur to drive your vehicle back to your private home after a night out.

We can also arrange for you to be dropped off at any destination you give us and collect you again at a time you have arranged with us.

This service is limited to a 100 kilometre radius from your private home and to twelve incidents per year.

We have contracted with service providers across the country. We may however not have contracted service providers in small or remote areas. Although we will always do our best to give you the assistance you need, we may not always be able to give you the speed of service you expect, if you need assistance in a small or remote area.

e) Accommodation and transport

If your vehicle suffers a mechanical or electrical breakdown or you have a minor roadside problem more than 100 kilometres from your private home, we will arrange the following:

- Hotel accommodation; (We give telephonic assistance to arrange hotel accommodation and travel arrangements. You will have to pay for the accommodation and travel.)
- Car rental or a taxi. (We give telephonic assistance to arrange car rental or a taxi. You will have to pay for the car hire or taxi.)

f) Storage

If your vehicle needs safe storage after a mechanical or electrical breakdown or a minor roadside problem, we will handle all the arrangements. You will have to pay for the safe storage.

g) Vehicle return

If your vehicle suffers a mechanical or electrical breakdown or you have a minor roadside problem, we will bring your vehicle back to your private home or another agreed destination. We will handle all the arrangements, but you will have to pay for the service.

h) Communication of urgent messages

We will pass on any messages to your family members or employer on your behalf if your vehicle is involved in an accident or if it suffers a mechanical or electrical breakdown.

i) Secure services

We will send a security guard to your location after your vehicle broke down or you had a minor roadside problem. The security guard will stay with you until help arrives.

## 2.2 Home assistance

a) Home assistance

We give 24-hour unlimited assistance if you have a household emergency. This includes locksmiths, electricians, plumbers, glaziers or any other domestic emergency.

We also give assistance services for non-emergency call-outs. This service is limited to three incidents per year.

The Home assistance service is limited to the call-out fee and first hour's labour. You will have to pay for any additional costs.

b) Service suppliers

3. We will put you in touch with reliable service suppliers, like plumbers, electricians, glaziers, locksmiths or repairers of domestic appliances.

c) Secure services

4. We will send a security guard from a private security company if you have an emergency situation at your private home. The security guard will stay with you until the matter has been addressed and your private home is safe again.

5. This service is limited to 24 hours. You will have to pay for any additional hours.

d) Emergency notifications

6. We will notify the police, ambulance, fire and rescue services or any other emergency services telephonically if you have an emergency at home.

## 7. What is also offered under Swiftcare

### 7.1 We make sure you are satisfied

If you made use of our Roadside assistance or Home assistance services, we will follow up with you until you confirm that the matter has been resolved to your satisfaction.

### 7.2 We look after your claim

If your emergency is covered under any of the other sections of this policy, we will arrange for your claim and assist with all necessary claims documentation.

## 8. Special terms and conditions under Swiftcare

### 8.1 What to do in the event of a claim

The benefits given under this section are service-related benefits. You must therefore contact us on our dedicated share call number to access your Swiftcare benefits.

Please contact Swiftcare on **0860 24 7 365**.

### 8.2 We try our best

We have contracted with service providers across the country. We may however not have contracted service providers in small or remote areas. Although we will always do our best to give you the assistance you need, we may not always be able to give you the speed of service you expect, if you need assistance in a small or remote area.

Service providers are independent contractors. Although we make every effort to monitor and assess the service providers, the responsibility of loss, damage or defective workmanship stays with the service provider.

### 8.3 Your vehicle must be insured with us

We will only give you roadside assistance to your legally licensed vehicle which is insured under this policy.

### 8.4 You must stay with your vehicle

You must be with your vehicle at the time of service and assistance.

## **8.5 Vehicles under warranty**

If your vehicle is still under warranty, we have the right to transfer the service to the warranty provider. If we gave assistance for a vehicle under warranty, you must sign an indemnity to clear us from any warranty dispute.

## **8.6 Your private home must be insured with us**

We only give you home assistance if your private home is insured under this policy.

## **8.7 We can determine if your home assistance is an emergency**

We have the right to first find out if the assistance you requested is an emergency. If we decide that the assistance can be done during office hours and is not an emergency, we will let you know.

# **9. What we are not responsible for under Swiftcare**

## **9.1 Unattended vehicles and existing damage**

We will not be responsible for any damage to or loss from unattended vehicles or any existing damage to your vehicle.

## **9.2 Off-site costs**

We will not be responsible for any off-site repair or costs.

## **9.3 Appliances**

We will not be responsible for removing or delivering any appliance from your private home.

## **9.4 Home assistance**

We will not be responsible for assistance relating to:

- a) septic tanks;
- b) remote controls or access controls;
- c) main electrical or water supply to your private home;
- d) normal wear and tear;
- e) any appliances still under manufacturer's guarantee;
- f) installation of any appliances;
- g) any electrical appliance older than eight years;
- h) replacement of light bulbs;
- i) adjustment of thermostats;
- j) buying any parts.