



# BLACK POLICY WORDING

UNDERWRITTEN BY

**GUARDRISK**   
TAILORED RISK SOLUTIONS

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## INTRODUCTION

We agree to give cover under this policy subject to the terms and conditions applicable to all the policy sections you selected.

These terms and conditions are applicable.

### 1. The policy is your contract

This policy is an insurance contract with Guardrisk Insurance Company Limited. We pay all valid claims if you comply with the terms and conditions of this policy. There are events and items that we do not cover, or that we only pay a maximum amount for.

### 2. Three sets of information make up this contract

Your policy is made up of three sets of information: the policy terms and conditions, your schedule and your proposal information. These three sets of information comprise your whole contract with us. Only the promises and statements contained in these three documents form part of the policy. The promises or statements may be made by you or us.

- a) The policy terms and conditions (this document) This document sets out the policy terms and conditions. These include your rights and duties, our rights and duties, how to claim, and events and items that we do and do not cover.
- b) Your schedule

Your schedule contains information that is particular to you. It includes the type of cover you have bought, the amounts you are covered for, the premiums you must pay and the excesses that apply.

Changes to your cover (endorsements) are set out in updated schedules.

- c) Our proposal information

This is also information that is particular to you. Proposal information is the information that is given to us about you when you propose for cover. We use your proposal information to calculate the cover that you receive and the premiums that you pay.

## GENERAL DEFINITIONS

We have defined words with specific meanings that apply to this policy. The words below mean the following:

### 1. Accident or accidental

means an unplanned and unfortunate event caused by external, visible and violent means and that might result in loss, damage, injury or death.

### 2. Business

means any professional activity that you undertake for payment at the address stated in your schedule.

### 3. Claim/claims

means any request for compensation (indemnity), whether or not any amounts have been established for the claim.

### 4. Consequential loss

means loss or damage that arises as a result of a covered event including acts of violence murder, assault, robbery, rape, hijacking, armed robbery, violent theft or attempted theft.

### 5. Excess

means the first portion of each and every loss suffered by you for which the insured is responsible, as set out in your schedule and excess annexure, and includes the basic, voluntary, additional and/or cumulative excesses. The excesses are shown and described on your schedule.

### 6. Material fact

means any piece of information which might affect our decision to provide insurance, or the conditions of that insurance or the premium calculation.

### 7. Occurrence

means an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.

### 8. Period of cover

means the days that we provide cover for, as shown in the schedule. For a monthly policy, the anniversary date is the same day every month as the start date of the policy. For a yearly policy, the anniversary date is the same day every year as the start date of the policy. The anniversary date is shown in the schedule.

### 9. Postal address

means the address shown in your schedule.

### 10. Renewal date

means the first day of a period of 12 (twelve) consecutive months as shown in your schedule.

### 11. Renewal period

means a period of 12 (twelve) consecutive months as shown in your schedule.

## 12. Risk

means the insured property, a person or an entity and the degree of probability of a loss thereof or damage thereto.

## 13. Sasria

Sasria is a South African government insurance company that covers loss or damage to property from riots, strikes, public disorder, labour disturbances, civil action, lockouts, and similar events. Sasria operates in the Republic of South Africa only.

## 14. Schedule

means the annexure forming part of this policy. The schedule, which must be signed on our behalf, indicates the sections and sub-sections under which you are insured. If your schedule does not correctly record the insurance applied for, or if any agreed endorsement has not been issued or has been issued incorrectly, we should be notified as soon as possible.

## 15. Section

means the various section of this policy.

## 16. Spouse

means a person who is the partner of the insured in any marriage, civil union or customary union recognised by South African law or is living with the insured in a relationship that is intended to be permanent.

## 17. Start date

means the day that the policy or specific section of cover begins for the first time. The start date is shown on the schedule.

## 18. Third party

means a person other than you or us.

## 19. Unattended

means that you or a person you have authorised to look after the insured property:

- a) are not physically present in the private residence or outbuildings or on the premises at the time of the event that leads to a claim; or
- b) are not close enough to the insured property to see it and are therefore unable to prevent any loss of or damage.

## 20. Unoccupied

means when all residents are away from home temporarily but have the intention to return.

## 21. Us/our/we

means Insurance Underwriting Managers (Pty) Ltd acting on behalf of Guardrisk Insurance Company Limited. Guardrisk Insurance Company Limited in the insurer of your Policy.

## 22. Warrant

means a guarantee, facts or conditions provided by you that we can rely on as true.

## 23. You/your/yours/Insured

means the insured named on your schedule, including your spouse or your cohabiting partner, your directly related family who lives with you and who are financially dependent on you, and any dependents that you are legally responsible for.

## GUIDELINES TO INTERPRETATION

### 1. Calculating days

Where any number of days is given those days are counted to include the first and the last day.

### 2. Examples

Examples are aids to understanding the meaning of the terms and conditions. They are not terms or conditions in themselves. The terms or conditions do not apply only to the situations and facts given in the examples or to similar situations and facts.

### 3. Forms of words

Words used in one form have their corresponding meaning when used in another form. For example: 'to claim', 'claiming' and 'claimed' have corresponding meanings; 'you', 'yours' and 'your' have corresponding meanings; 'we', 'us' and 'our' have corresponding meanings.

### 4. Headings

Headings are aids to reading and understanding, and are not terms in themselves.

### 5. Including and include

The words 'including' and 'include' must be interpreted as introducing an example list and not limiting the list or excluding additions to it.

### 6. Legal responsibility

A legal responsibility (liability) is a duty imposed on someone to do something, whether imposed by the law or created by agreement.

### 7. May, may not and might

The word 'may' means 'is entitled to' or 'are entitled to'. 'May not' means 'is not entitled to' or 'are not entitled to'. The word 'might' expresses possibility.

### 8. Reference to laws

When there is reference to a law or to a section of a law, we mean that law or section of that law as amended, repealed or replaced from time to time.

## 9. Singular and plural

Words in the singular include the plural. Words in the plural include the singular.

## GENERAL TERMS AND CONDITIONS

Cover under this policy is provided subject to the following general terms and conditions.

### 1. Basis of this policy

This policy, your schedule, our correspondence with you, your application for insurance and any statement, written or spoken, made by you, or on your behalf, forms the contract between us and you.

### 2. Cover provided by this policy

- a) We will provide cover under this policy only if we have received your premium.
- b) This policy does not cover an insured event or section if either the insured amount or the limit of compensation shown in your schedule:
  - i) has no monetary amount next to it or is left blank; or
  - ii) is shown as nil; or
  - iii) is shown as not applicable.

### 3. Cover under more than one section

We will not compensate you under more than one section of this policy for loss or damage, if the loss or damage is covered by more than one section.

This exclusion does not apply to the 'All risks' and the 'Extended personal legal liability' parts of this policy.

### 4. Period of this policy

The period of this policy is initially the period from the start date of this policy, as shown on your schedule, to the last day of the calendar month in which the start date occurs. After that, the period of this policy will be 1 (one) calendar month.

### 5. Payment of premium

- a) You can choose to pay your premium in one of 3 (three) ways:
  - i) monthly by debit order;
  - ii) yearly by debit order; or
  - iii) yearly in cash.

Your payment preference, payment date and other payment details are shown in your schedule.

- b) Monthly payment by debit order

If you choose to pay your premium monthly by debit order, you must pay your premium every month by debit order before the beginning of the month to which cover applies. We will present your debit order to your paying agent on the date shown in your schedule.

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

- i) because you have instructed your paying agent not to honour the debit order, all cover under this policy will end on the last day of the month for which we have received your premium; or
  - ii) for any reason, we will present your debit order again and collect it with your debit order for the next month. If only one debit order is paid, we will use the money to clear the oldest debt. You will, therefore, still owe us the outstanding premium. If we cannot collect at least one debit order, this policy will end on the last day of the month for which we have received your premium.
- c) Yearly payment by debit order

If you choose to pay your premium yearly by debit order, you must pay your premium every year by debit order before the beginning of the year to which cover applies. The year need not begin in January, it can begin in any month of the year. We will present your debit order to your paying agent on the date shown in your schedule.

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

- i) because you have instructed your paying agent not to honour the debit order, all cover under this policy will end on the last day of the yearly period for which we have received your premium; or
  - ii) for any other reason, we will provide you with written notification that the premium was not received (within 15 (fifteen) days after we become aware of non-payment of the premium) present your debit order again and collect it no later than 30 (thirty) days from the first collection. If we cannot collect this debit order, this policy will end on the last day of the yearly period for which we have received your premium.
- d) Yearly payment in cash

If you choose to pay your premium yearly in cash, you must pay your premium every year in cash by the beginning of the year to which cover applies. The year does not have to begin in January, it can begin any month of the year. Your premium must be paid by the start date or the renewal date shown in your schedule. If we do not receive your premium within 30 (thirty) days from these dates, this policy will end on the last day of the yearly period for which we have received your premium.

### 6. Duty of care

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

### 7. Changes

We may make changes to this policy by giving you 30 (thirty) days written notice of the changes at your postal address as shown in the schedule.

## 8. Cancellation

- a) You may cancel this policy or any section at any time.
- b) We may cancel this policy, any section, or part of it by giving you 30 (thirty) days written notice of the cancellation at your postal address as shown in the schedule.

## 9. Your rights

You may not cede or assign your rights or obligations under this policy to another person. No other person may make a claim against us.

## 10. Claims information

### a) Claims preparation costs

We will compensate you for reasonable costs or expenses that you incur in providing and obtaining proof of any details that we may need in order to consider any claims you may submit. This provision does not cover costs or expenses incurred for the services of any public adjuster.

Our compensation is limited to the amount shown in your schedule for any one single event.

### b) Claim settlement basis

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

- i) repairing;
- ii) replacing;
- iii) paying cash; or
- iv) any combination of these.

Our compensation is limited to the amount shown in your schedule, less any excess shown in your schedule.

If we replace or repair, we will not be obliged to do so exactly, but only as circumstances reasonably allow. If we repair or replace any loss or damage, we may use any supplier or repairer of our choice.

Before we finalise or settle any claim, we may require you to sign an agreement of loss.

### c) Claim procedure

- i) You must tell us as soon as possible of any event that may result in a claim, and advise us of any other policy that may cover the same event.
- ii) You must give us full details of the event within 30 (thirty) days after it has occurred, as well as all documents that we may reasonably require.
- iii) You must immediately inform us in writing if you become aware of any possible prosecution, legal proceedings or claim against you following an event.
- iv) You must immediately report to the police any event where theft or any other criminal act is involved.
- v) You may not without our written consent admit liability, offer, promise or pay in respect of any event that may result in a claim.

### d) Our rights after an event which may lead to a claim

- i) You must allow us to enter the premises where the event took place and take possession of any damaged property insured by this policy and deal with it in a manner that we consider reasonable. You may not abandon any property to us, whether we have taken possession of it or not.
- ii) You must supply all information and provide any assistance that we may reasonably require and we may take over the recovery, defence or settlement of a claim and conduct it in your name.
- iii) We may, at any time, relinquish control of any defence, settlement or proceedings and pay you the full amount of our liability, or any lesser amount for which the claim can be settled. If we do so, we will be discharged from all further liability.
- iv) If this policy provides insurance to you and any other person, we may give any compensation to the other person. This payment will discharge us from any further liability.

### e) Fraudulent or wilful acts

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

- i) a claim is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy;
- ii) a claim occurs due to a deliberate, or wilful, or intentional act committed by you or with your involvement or anyone acting on your behalf;
- iii) information or documents in support of a claim, whether created by you or on your behalf, is not true, complete or is fraudulent; or
- iv) the quantum of a claim is deliberately exaggerated by you or anyone acting on your behalf.

### f) Excess

- i) Our compensation is limited to the amount shown in your schedule, less any excess. The excess is the amount you must pay before we settle any claim. Your schedule of this policy will show whether an excess applies.
- ii) If the excess is based on a percentage of the loss or damage, the percentage will be applied to the amount of the loss or damage that has occurred.

### g) Time limits

- i) If we reject your claim or dispute the amount of your claim, which decision was communicated to you in writing, you may within 90 (ninety) days from the date of our communication make written representations to us.

- ii) If we still reject your claim or dispute the amount of your claim despite your written representations, you may institute legal proceedings against us within 6 (six) months from the date we communicate to you the rejection of your written representations.
- iii) We are not liable after 12 (twelve) months from the date of the event that gives rise to a claim, unless the claim is:
  - a. the subject of pending court action or arbitration; or
  - b. for amounts for which you may become legally liable.
- h) No premium refund if maximum insured amount or limit of compensation is settled for any claim;  
If we compensate you for a claim for the maximum insured amount or limit of compensation payable for an event or item, we will not refund any premium for the remainder of the period of your insurance for that event or item.
- i) Reinstatement of the insured amounts or limits of compensation;  
The insured amounts or limit of compensation shown in your schedule will not be reduced by the amount of any claim unless stated otherwise.
- j) Onus of proof;  
If we state that a claim is not covered because of any of the exclusions applicable to this policy, you must prove the contrary.

#### **11. Other insurance**

If a claim is payable under this policy and under any other policy, we will only pay our proportional share of the claim.

#### **12. Information that affects the risk**

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

- a) have not given us all the details that affect the risk; or
- b) have misrepresented or misdescribed any details that affect the risk.

You must advise us immediately of any change in the risk. Should there have been any material change in the risk, then we may amend the cover and premium from the date of the change.

If you do not inform us of any material change in the risk, we will be entitled to avoid the policy or reject any claim that occurred after the change in the risk.

For purposes of this 'General terms and conditions' section, the term 'you' includes any person acting on your behalf such as your broker, intermediary or agent.

#### **13. Jurisdiction**

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

#### **14. Sharing of insurance information and your authorisation to us**

- a) Sharing of information
  - i) To combat insurance fraud and to determine and properly evaluate risks, the South African Insurance Association (SAIA) has created a shared database for storing insurance information of policyholders. We will store your information in the shared database to verify any underwriting information against legally recognised sources or databases.
  - ii) The sharing of information for underwriting and claims purposes is in the public interest and enables insurers to underwrite and assess risks fairly.
  - iii) Fighting insurance fraud will benefit you, because fraud has an enormous effect on the short-term insurance industry. It affects the evaluation and determination of risks by insurers, and it affects you directly as it leads to higher premiums. We are serious about combating fraud and the fair evaluation of risks, because we want to keep your premium as fair and competitive as possible.
- b) You therefore authorise:
  - i) to share any underwriting and claims information for any insurance policy or claim made by you or on your behalf as we regard necessary;
  - ii) to store this information in a shared database and use it in the public interest;
  - iii) to give this information to any insurer or its agent; and
  - iv) to verify and share any underwriting information with legally recognised sources or databases.
- c) Your right to privacy

Your right to privacy is a fundamental right that is guaranteed by the Constitution of the Republic of South Africa, 1996. This right is, however, restricted in certain circumstances. These circumstances include cases where the parties disclosing information and the parties who are privy to it have a legal interest in that information. In terms of South African law, we may disclose and/or receive information if we intend using it to prevent fraud and to underwrite risks fairly.

#### **15. A person who deals on your behalf**

You give up your right to receive compensation if a person who deals on your behalf does not comply with the terms and conditions of the 'General terms and conditions' section for the event or claim.

#### **16. Amendments to conform to law**

You and we agree that any terms or conditions of this policy that are against any law will be amended to conform to such law.

#### **17. Warranties**

- a) Cover is subject to the Warranties as stated in the 'warranties/notes/endorsements' section in the schedule. If you are receiving a discount for precautionary measures taken on any section of the policy and these measures are not in place, maintained and/or operational at the time of the loss or damage for which a claim is submitted, we may reject your claim.

- b) A warranty is a statement or a condition that is an essential element of the contract which determined the validity of the contract. It must be strictly observed and complied with.
- c) If you state as fact that you have not submitted any claims in a specified period, we use this information as a basis of our agreement when insuring your items. If your statement is false then it is a breach of the warranty and we have the right to cancel your policy from the start.
- d) If we require security measures to your vehicle the measures become a condition for theft cover in the applicable section of the policy.
- e) If we allow a premium discount for security measures on any section of the policy it becomes a condition for cover in that section.
- f) If you fail to comply with the Warranties or if you provide incorrect facts, it may result in a claim being rejected or the policy being cancelled from that date or such later date as we may determine.

#### **18. Non-compliance**

No claim under this policy shall be payable unless all terms, conditions, notes and Warranties have been complied with.

#### **19. Interest on damages**

For the purpose of this policy, the rate at which interest will be calculated subject to the Prescribed Rate of Interest Act, 1975, will be 0% (zero percent), unless a court of law orders otherwise.

#### **20. Contractual liability**

We will not be liable for any claim arising out of any contractual liability unless liability would otherwise have existed in the absence of such contract or agreement.

#### **21. Legal liability**

We will not be liable under more than one of the sections of this policy for any legal liability, arising from the same happening, in respect of the same property or liability.

#### **22. Whistleblower Reward**

We also provide cover for a reward of up to the amount shown in the schedule to any person or organisation (excluding you and the police) for information leading to the arrest and conviction of any person who committed a criminal act, which resulted in loss or damage which is the subject of an insured claim. The most we will pay for any event under all parts of this policy as a whole is the amount shown in the schedule.

### **NOT COVERED BY THIS POLICY**

We will not cover any loss, damage or legal responsibility which is caused by, results from or relates to, any of the following:

#### **1. Asbestos exclusion**

any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by the hazardous nature of asbestos in whatever form or quantity.

#### **2. Fines and/or penalties exclusion**

fines, penalties, punitive, exemplary, vindictive and/or aggravated damages; or

contractual fines, penalties, guarantees, warranties and/or liquidated damage provisions arising out of the performance of any contract, except to the extent that such liability would have attached in the absence of such contractual provision(s).

#### **3. Incidents that happen for which the associated damage is covered by legislation**

any event for which a fund has been established under the War Damage Insurance and Compensation Act, 1976, or any similar legislation operative in any of the countries to which this policy applies.

#### **4. Indirect loss**

consequential or indirect loss or damage, unless as specifically provided in a section of the policy.

#### **5. Liability by agreement**

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

#### **6. Nationalisation**

we will not cover any loss, damage, or legal responsibility which is caused by or results from or relates to nationalisation, detention, confiscation, commandeering, requisition, wilful destruction, forfeiture, attachment, impounding, seizure or preservation or any similar actions or processes by any court order, customs officials, police, crime prevention units, or lawfully constituted authority or officials.

#### **7. Nuclear substances**

nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste, or from the combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission.

Definitions:

##### a) Nuclear material

as defined in Lloyd's Underwriters' Non-Marine Association (NMA) 1975.

##### b) Nuclear fission

means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.

##### c) Nuclear fusion

means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.



- d) Nuclear radiation  
means the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.
- e) Nuclear waste  
as defined in NMA 1975
- f) Nuclear fuels  
means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.
- g) Nuclear explosives  
means an explosive involving the release of energy by nuclear fission or fusion or both.
- h) Nuclear weapon  
means a nuclear device designed, used or usable for inflicting bodily harm or property damage.
- i) Nuclear installation means:
  - i) any nuclear reactor;
  - ii) any factory using nuclear fuel for the production of nuclear material, or any factory for the processing of nuclear material, including any factory for the reprocessing of irradiated nuclear fuel; and
  - iii) any facility where nuclear material is stored, other than storage incidental to the carriage of such material.
- j) Nuclear reactor  
means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.
- k) Radioactive products or waste  
means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.
- l) Production, use or storage of nuclear material  
means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of nuclear material.
- m) Property  
means all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.
- n) High radioactivity zone or area means:
  - i) for nuclear power stations and nuclear reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
  - ii) for non-reactor nuclear installations, any area where the level of radioactivity requires the provision of a biological shield.

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

- a) civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the above;
- b) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war;
- c) Mutiny, military rising or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution;
- d) any act (whether on behalf of an organisation, body, person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- e) any act calculated or directed to bring about loss or damage to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- f) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to in sub-sections a) to e) above; or
- g) any act of terrorism. An act of terrorism means the use or threat of violence for political, religious, personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.

#### **9. Sanction limitation and exclusion clause**

This insurance is not deemed to provide cover and we are not liable to pay any claim or provide any benefit hereunder, where an to the extent that the provision of such cover, payment of such a claim or provision of such a benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **10. Seepage and pollution exclusion**

any loss or damage arising from seepage and/or pollution and/or contamination of property not insured by this policy/section.

Sasria Limited provides cover if shown in the schedule, for all sections of this policy covering your property insured.

Sasria covers you for any accidental or intentional damage to your insured property caused by any person or group of people taking part in a riot, strike, lock-out, public disorder, civil commotion or committing any act which has a political, social or economic aim, objective or cause, or in protest against any state or government.

This cover is limited to events in the Republic of South Africa only.

For a full description of cover and exclusions see the Sasria master policy which will be sent with your schedule.

**INTRODUCTION**

The cover described in this part of your policy contract is applicable to all your insured buildings and contents at all your risk addresses defined in your schedule under these sections. Cover is only provided where either the buildings or their contents are insured.

**BASIC COVER**

Our compensation is limited to the amount shown in the schedule for each of the following for any single claim.

**1. Alternative accommodation**

We will compensate you for the rent you must pay, or the reasonable extra expenses you incur, for similar alternative accommodation if your private residence is not fit to live in because of an insured event.

This cover will only apply for the period reasonably required to make your private residence suitable to live in again and is limited to the number of months shown in your schedule.

**2. Animal kennelling**

We will compensate you for the cost of animal kennelling following damage to your insured property after an insured event has occurred and you are required to vacate the property in order to allow for reinstatement and/or repair of the property.

**3. Bacterial infection**

We will compensate you for the costs required to procure professional contract bacterial disinfection services to the interior of any building as a result of the interior having been subjected to sewage or wastewater back-flooding.

**4. Bowls full house**

We will compensate you if you score a full house while playing bowls as an amateur. To receive compensation, you must have played in an official competition as part of a team of 2 (two), 3 (three) or 4 (four), on a registered bowling green under the recognised rules of the game with all eight or nine bowls to count. The secretary of the bowling club where you achieved the full house must confirm the full house in writing. If more than 1 (one) person as defined under you (according to the definition in this section) scores a full house, we will pay compensation only once for each full house.

**5. Death benefit**

We will compensate you if you die within 3 (three) months of being injured by fire, theft, attempted theft, hijacking or burglary in your private residence or outbuildings, or on your premises.

**6. Emergency accommodation**

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

**7. Emergency costs and temporary repairs**

We will compensate you for all charges and expenses (other than fire extinguishing charges and guards) reasonably and necessarily incurred in minimising or preventing a loss which would be covered by this policy.

**8. Fallen trees removal costs**

We will compensate you for the reasonable cost of removing trees that fell or were partially or totally uprooted due to an insured event. It is not a requirement of this cover that the tree(s) should have caused damage to the buildings. You must get our written consent before removing fallen trees.

**9. Fire brigade costs**

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

**10. Generator hire**

We will compensate you for the costs of hiring of a generator (including power connecting cables and reticulation) in the event of damage to any electrical reticulation installed on the insured property by an insured event 3. (a); 3. (b); 3. (c); 3. (e); 3. (g); 3. (h); 3. (j) and 3. (k) (as stated under the buildings and contents sections) only, where it becomes necessary in order to continue to provide electrical power to the insured property as existed prior to such damage. We will pay for the costs incurred for such hire but only for the period necessary to repair or replace such electrical reticulation, but only if all the following conditions are met:

- a) the generator must be installed as permanent fixture;
- b) the generator must be in a secure place and not left unprotected outside;
- c) the generator must be used for domestic purposes only. We do not cover generators used for business purposes.

**11. Guards**

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

## 12. Hole-in-one

We will compensate you if you hit a hole-in-one while playing golf as an amateur. To receive compensation, you must have played in a golf game on a registered golf course under the recognised rules of the game. The secretary of the golf club where you hit the hole-in-one must confirm the hole-in-one in writing.

## 13. Landscaped gardens, water features and statues

We will compensate you in restoring damage to landscaped gardens, sprinkler irrigation systems, water features and statues at your risk address caused by:

- a) fire, lightning, thunderbolt, subterranean fire;
- b) explosion;
- c) storm, tempest, flood;
- d) earthquake;
- e) malicious damage;
- f) any person responding to a fire or explosion at your private residential structures; and/or
- g) a vehicle, aircraft, aerial devices or objects dropped from the air.

## 14. Large loss excess waiver

We will not apply the excess shown in your schedule event of loss or damage where a single claim under either the building or contents section or a combined claim on these sections is greater than the amount shown in the schedule, provided that this waiver does not apply to the following excesses:

- a) Additional excesses;
  - b) subsidence and landslip excesses; and/or
  - c) voluntary excesses,
- shown in your schedule.

## 15. Locks, keys, remote controls and access cards/tags of the residence

We will compensate you for accidental loss of or damage to:

- a) locks;
  - b) keys (including related locks which must be replaced due to the loss or damage;
  - c) remote controls, including reprogramming; and
  - d) access cards/tags and card keys;
- used in connection with your private residence.

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

Cover provided under this section is worldwide.

## 16. Loss of water

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

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

This cover does not include:

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

## 17. Medical expenses of domestic employees

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

- a) you employ the domestic employees at the risk address;
- b) you incurred and paid the medical expenses;
- c) the injury was caused during the course of the domestic employees' duty at the risk address;

d) there is no compensation from another insurance policy or facility.

### 18. Medical expenses of visitors

We will compensate you for the medical expenses of a guest or visitor incurred as a result of an accidental bodily injury, but only if all the following conditions are met:

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

We do not cover medical expenses of any tenant, subtenant or paying guests while the residence is rented, lent, let or sublet.

### 19. Pest contamination

We will compensate you for costs and expenses necessarily and reasonably incurred for emergency professional extermination (getting rid of) and control of pests and vermin from the insured premises, as well as the treatment of vacated hive areas to prevent re-occupation.

This will only apply if the infestation of the building:

- a) is sudden and unexpected;
- b) is a risk to your health;
- c) can lead to loss of or damage to the buildings and any of your contents that are normally part of or kept in the buildings; and
- d) makes it impossible for you to live in the buildings.

We will not pay for:

- a) the removal of bees unless carried out by a registered beekeeper or bee remover;
- b) the removal of other pests or vermin unless carried out by a professional company specialising in such removal;
- c) the costs of removing nests already on the premises before the inception of this policy; and
- d) extermination in respect of buildings that have been unoccupied for more than 60 (sixty) consecutive days.

### 20. South African record

We will compensate you for the amount shown in your schedule if you obtain a recognised and official South African record in any amateur sporting event. The relevant sporting federation or association must provide written confirmation of the South African record.

We will not compensate you for:

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

### 21. Trauma

We will compensate you for the cost of trauma treatment provided by a registered professional counsellor that you incurred and paid for, and that is not otherwise recoverable from any other insurance or facility, which was sustained due to theft, burglary, hijacking or fire that occurred in your private residence or on your premises or inside a building where you live temporarily.

### 22. Veterinary expenses

We will compensate you for veterinary expenses you incur because of your pet being injured in a road accident.

## DEFINITIONS

We have defined words with specific meanings that apply to both the buildings and contents section. The words below mean the following:

### 1. Buildings/private residential structures

means the building of your private main residence, constructed and situated as shown in your schedule, including:

- a) private outbuildings including home offices and private garages;
- b) car ports;
- c) your and your tenants permanent fixtures, fittings and improvements (including fitted carpets, curtains and domestic appliances) belonging to the owner of the private residential structures while in or on the structures;
- d) fitted furniture, fitted appliances, fitted carpets and fitted curtains;
- e) permanently installed recreational and ornamental structures (ponds and fountains) excluding earthen structures;
- f) paved and surfaced areas (including paths, steps, terraces, patios and driveways) of brick, concrete, asphalt, synthetic grass or stone excluding gravel and earthen areas;
- g) boundary, retaining and other walls (excluding dam walls and earthen walls), gate posts, gates (including all the machinery related to the gates), fences (other than hedges);
- h) all-weather tennis courts and floodlights;
- i) permanently installed spa baths, jacuzzis, hot tubs, saunas, steam rooms and associated machinery and equipment;
- j) permanently installed swimming pools, fixed filtration plants, safety nets and covers, associated machinery and equipment but not vinyl-lined swimming pools, swimming pools built above ground level, automatic pool cleaners and any other movable swimming pools;
- k) fixed satellite dishes, television and radio antennae, masts or lightning conductors and their fittings;

- l) fixed electric generators;
- m) borehole machinery supplying water solely for domestic purposes;
- n) fixed machinery;
- o) piers, jetties, bridges and culverts; and
- p) septic tanks.

## 2. Domestic employee

means domestic workers, staff, au pairs, nannies, drivers or gardeners or such like (full time or casual) employed by you to carry out domestic duties at the risk address stated in the schedule.

## 3. Fixed machinery

means installed or fixed machinery and/or motors of:

- a) air conditioners and climate control systems;
- b) boreholes (excluding windmills);
- c) central vacuum cleaning systems;
- d) electric/electronic curtains and/or blinds;
- e) electric/electronic fences and energisers;
- f) electric/electronic gates, garage and other doors and motors;
- g) electric/electronic lifts, hoists or escalators;
- h) electric power generators;
- i) filtration plant and water pumps;
- j) fire and burglar alarm systems, security surveillance equipment, intercom systems or any similar devices;
- k) fitted stoves and extractors;
- l) spa baths, hot tubs, saunas, steam rooms;
- m) solar power generation systems, solar heating systems and panels;
- n) sprinkler irrigation systems;
- o) swimming pools (excluding automatic swimming pool cleaning equipment); and
- p) walk-in refrigerators and freezers.

## 4. Outbuilding/outbuildings

means the domestic employees rooms or quarters, guest cottages, private garages, private outbuildings, studios, stables, change rooms, wendy houses, garden sheds and greenhouses which do not interlead with the private residence and are situated at and used in relation to your private residence at the risk address.

## 5. Paying guest

means a paying guest who rents a room or your private residence for the purposes of an Airbnb arrangement, guesthouse or Bed and Breakfast activities.

## 6. Pests

means any other pests. Examples of pests are:

- a) ants;
- b) bees and their hives;
- c) cockroaches;
- d) hornets or wasps and their nests;
- e) moths;
- f) termites; and
- g) other insects or their larvae.

## 7. Premises

means the land on which your private residential structure is situated.

## 8. Private residence

means the building of your home of which the wall and roof construction and risk address is shown in your schedule.

## 9. Risk address

means the address of the premises on which your private residence and outbuilding are situated.

## 10. Structures

mean any structure defined under 'buildings', but specifically named as a separate structure in your schedule. Examples of 'Structures' include a lapa or granny flat or wendy house.

**11. Tenant**

means any tenant, subtenant, boarder or lodger, including their family and their domestic employees who are allowed to occupy your private residence or outbuildings in terms of:

- a) an agreement with an internet service provider for accommodation; or
- b) a written lease agreement;
- c) a verbal lease agreement; or
- d) a digital contract,

but it does not include a paying guest.

**12. Tenants' improvements**

means improvements, alterations and decorations that you or a previous occupier as the tenant has undertaken and for which you are legally responsible.

**13. Unoccupied**

means your private residence is unoccupied if you or any of the people who usually live there have all gone out, leaving the private residence empty. For example, shopping for a few hours or being on holiday for a few weeks. The presence of a domestic worker in the staff quarters or outbuildings does not change this definition.

**14. Vermin**

means any small animals that are considered vermin. Examples of small animals are:

- a) rodents such as rats, mice and/or squirrels; and
- b) other animal infestation.

This definition of vermin does not include wild baboons or wild monkeys.

**15. You/Your**

means the names shown in your schedule of this policy.

**BASIC COVER****1. Property insured**

The property insured is your private residence and outbuildings at the risk address provided in your schedule. It includes all fixtures and fittings that belong to you as the owner or that you are responsible for as the owner. It does not include any fixtures and fittings that belong to a tenant or for which a tenant is responsible.

**2. Construction of the insured residence**

The construction of your residence will be described in the schedule as follows:

- a) standard construction; or
- b) non-standard construction; or
- c) thatch.

**3. Insured events**

We cover loss or damage to your buildings caused by:

- a) fire;
- b) lightning or thunderbolt;
- c) explosion;
- d) storm, wind, water, hail, flood, sea surge or snow we will not cover loss or damage caused by:
  - i) any process that uses or applies water;
  - ii) wear and tear;
  - iii) gradual deterioration;
  - iv) mildew, rust or corrosion; or
  - v) the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types.
- e) earthquake;
- f) bursting, overflow and leaking of water containers, water tanks, water apparatus, heating installations (including gas-fired water heaters) or pipes and hot water cylinders (including the damage to them). Cover is also provided for the loss or damage to geysers (including solar geysers, geyser appliances, geyser blankets, drip trays, installation and/or repair costs) caused by:
  - i) rust;
  - ii) decay;
  - iii) gradual deterioration;
  - iv) wear and tear;
  - v) cracking or splitting;
  - vi) inherent vice; or
  - vii) latent defects.
- g) impact from animals, vehicles, aircraft or aerial devices or other objects falling from them, or falling trees except when felled someone;
- h) collapse or breakage of satellite dishes, television and radio aerials, masts and lightning conductors;
- i) theft or attempt thereof from the main building;
- j) burglary at any outbuilding;
- k) we do not cover theft or attempted theft while your private residence is lent, let or sublet to a tenant, and the tenant or the tenant's family or anyone else who is linked or connected to the tenant or the tenants' family, is directly or indirectly responsible for such loss or damage;
- l) accidental leakage of oil from oil heaters;
- m) malicious damage, provided that we do not cover malicious damage while your private residence is lent, let or sublet to a tenant. and the tenant or the tenant's family or anyone else who is linked or connected to the tenant or the tenants' family, is directly or indirectly responsible for such damage.
- n) subsidence or landslip or ground heave: Limited cover

We will indemnify you for loss of or damage to your buildings caused by subsidence or landslip or ground heave or all 3 (three). However, we will not cover loss or damage:

- i) to drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates and fences, driveways, paving, swimming pool borders or tennis courts;
- ii) caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types;



- iii) caused or made worse by faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any building;
- iv) caused by structural alterations, additions or repairs;
- v) caused by surface or subterranean excavations other than those performed in the course of mining operations; and
- vi) caused by normal settlement, shrinkage or expansion of the building.

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

**4. Theft and burglary cover excluded (if stated in your schedule to be applicable)**

We will not pay for any claims for theft or attempted theft should this cover be excluded in your schedule.

**5. Flood damage excluded (if stated in your schedule to be applicable)**

We will not pay for any claims for flood damage should this cover be excluded in your schedule.

**EXTENDED BASIC COVER**

The cover below applies to the buildings on the premises of your risk address(es) shown in your schedule.

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

**1. Accidental breakage of mirrors and certain glass**

We will compensate you for the cost of replacing accidentally broken fixed glass, mirrors or sanitaryware that forms part of your buildings.

However, we do not cover your fixed glass, mirrors or sanitary ware if your buildings are unoccupied or unfurnished for more than 60 (sixty) consecutive days.

**2. Additions and extensions**

We will compensate you for damages to or loss of capital additions and extensions to your insured property, provided that:

- a) you must notify us in writing within 60 (sixty) days of the commencement of construction; and
- b) you pay us any additional premium due.

**3. Cover before property transfer**

We will compensate you for loss or damage to private residential structures caused by an insured event for the period between you signing a Deed of Sale and the transfer of the property into your name by the Deeds Office. This covers only property you buy and insure in terms of this policy.

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

**4. Damage by wild animals**

We will compensate you for loss of or damage to your buildings caused by wild animals, such as wild baboons or wild monkeys.

**5. Debris removal**

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

**6. Demolition costs, site clearing and professional fees**

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

**7. Environmental benefits**

We will compensate you if your building is totally destroyed by an occurrence and we have agreed to reinstate your building to install any combination of the following:

- a) rainwater tank(s);
- b) solar power systems, including solar hot water systems or photo-voltaic (PV) power systems;
- c) hot water heat exchange system; and/or
- d) grey water recycling system.

**8. Leak detection**

We will compensate you for the fair and reasonable costs:

- a) of detecting, tracing and exposing the source of a single water, gas or oil leak from your permanent internal pipes which is likely to cause damage to the buildings or contents including necessary patch up work to floors, walls and ceilings caused by such detection, tracing and exposure;

- b) incurred resulting from a water leak from the underground pipes inside your premises to repair any resulting damage to the buildings,

We will not be liable for the costs and expenses:

- a) where the first sign of such leakage was already evident on the premises before the inception of this policy;
- b) Incurred for the repairing the pipes that caused the leak;
- c) of matching materials.

We do not cover sewerage and waste pipes.

There is no limit for the resultant damage caused by the water, oil or gas leak.

## 9. Public Authorities Requirement

We will compensate you for the costs for repairing or rebuilding according to public authority requirements, following loss or damage to your building by an insured event. We will not pay for additional costs to comply with standards that were in place at the time of initial building or extensions if such standards were not met at the time of the loss or damage.

## 10. Public supply or mains connections

We will compensate you for accidental damage to, and the fair and reasonable cost of repairing or replacing, water, sewerage, gas, electricity, fixed fuel tanks and telecommunication connections, underground service cables, pipes, drains, inspection hatches and covers between the public supply and your private residential structures. This will only apply if the connections that belong to you or for which you are legally responsible for.

## 11. Rent receivable

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

This cover will only apply for the period reasonably required to make your private residence suitable to live in again, and is limited to the number of months shown in your schedule.

## 12. Repairs to pipes

We will compensate you for the fair and reasonable costs of repairs to or the replacement of a pipe following the tracing, detection and exposure of a water, gas or oil leak. The repair costs are limited to a single leak and not replacement of piping or repair of multiple leaks that are not associated or caused by the detected leak.

The leak will be repaired by means of coupling, replacing a short section with a similar pipe, in some cases clamped where it is not possible to repair, alternatively rerouted to by-pass the leak in the most cost effective way.

We do not cover:

- a) sewerage and waste pipes;
- b) structural defects, faulty design, poor workmanship, wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) of any water pipe(s).

Repair costs are categorised as follows:

- a) concealed pipes refer to pipes that are not visible such as pipes in the soil, concrete and plaster.
- b) unconcealed pipes refers to pipes which are visible and don't require any form of dismantling to expose them.

We only cover two incidents within a 12 (twelve) month period.

## 13. Security systems upgrade

We will compensate you for the cost of upgrading the alarm and security systems of your residential buildings following a break in, during the period of insurance. This extension does not apply following an attempted break in. This extension does not apply to upgrading the security of outbuildings.

## 14. Special alterations

We will compensate you for the fair and reasonable cost to alter the buildings after you had an accident during the period of this policy that leaves you permanently bound to a wheelchair.

## 15. Temporary removal of fixtures and fittings

We will compensate you for loss of or damage to permanent fixtures and fittings that are temporarily removed from your private home to be repaired or restored during the period of insurance. Cover is subject to the condition that the permanent fixtures may not be removed for more than 60 (sixty) consecutive days.

## OPTIONAL COVER (ONLY IF SHOWN IN YOUR SCHEDULE AS INCLUDED)

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

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

### 1. Accidental damage to buildings

We will compensate you for accidental, sudden and unforeseen physical loss of or damage to your property insured as a result of an external, visible and/or violent cause.

Cover for accidental damage excludes:

- a) depreciation;
- b) gradual causes such as wear and tear, rust, mildew, corrosion or decay;
- c) loss or damage:
  - i) payable in terms of basic cover;
  - ii) caused by household pests (such as moths, rodents, vermin, ants and other insects or their larvae);
  - iii) caused by your own domestic pets;
  - iv) caused because of dyeing, cleaning, repairing or restoring by any manner or method;
  - v) caused by the action of light or climatic condition;
  - vi) caused by confiscation or detention by any process of law;

- vii) covered by any manufacturer's guarantee, purchase agreement or service contract; or
- viii) caused by power surge.

## 2. Accidental damage to fixed machinery

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

We will not cover:

- a) depreciation;
- b) gradual causes (such as wear and tear, rust, mildew, corrosion, decay);
- c) loss or damage:
  - i) payable as an insured event that covers your buildings as shown in the schedule;
  - ii) to windmills;
  - iii) caused by household pests (such as rodents, ants and moths and other insects or their larvae);
  - iv) caused by cleaning, repairing or restoring by any manner or method;
  - v) to any data or telecommunication equipment or apparatus;
  - vi) if covered by a manufacturer's guarantee, purchase agreement or service contract;
  - vii) caused because of spilled fuel in respect of generators;
  - viii) caused by power surge.

## 3. Average Protector

We will waive the application of average applicable to the buildings shown in the schedule in the event of loss or damage, provided that:

- a) you have diligently completed and returned the contents inventory survey form;
- b) you have adjusted the sum insured of your contents in line with the contents inventory survey form;
- c) the amount that you are underinsured by, is less than 25 (twenty-five) percent of the maximum level of indemnity;
- d) the waiver is limited to the amount noted in the schedule.

## 4. Power surge

We will compensate you for destruction or damage to the building (as defined) caused by power surges or fluctuations from accidental changes in the power supply by a public supply authority.

We do not pay for power surges caused by you not paying your electricity bill or you not buying electricity if you ran out.

## 5. Subsidence or landslip or ground heave: Extended cover

We will compensate you for loss or damage to the private residential structures caused by subsidence, landslip, ground heave, or all three. However, we will not cover loss or damage:

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

If we require it, you must prove that the loss or damage being claimed for was caused by subsidence, landslip or ground heave or all 3 (three).

## TERMS AND CONDITIONS

Additional General Provisions, Conditions and Procedures for Claims and Accidents (only applicable to this section of the policy).

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

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

Payments under extended basic cover and convenience benefits are additional to the insured amount for basic cover.

The basis of indemnity for the loss of or damage to the insured property, or part of it, will be the current replacement value of similar new property, limited to the insured amount as shown in your schedule.

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

- a) limited to the insured amount shown in your schedule; or
- b) limited to the amount shown under basic cover.

Unless stated otherwise in the wording of the relevant cover, limits of those covers not included in the definition of 'Insured event', are additional to the insured amount of your buildings.

**2. Inflation protection**

The insured amount for the property insured under this section of your policy will increase annually but added monthly in equal portions within the renewal period to cater for the effect of inflation, according to the percentage that we apply at the renewal date.

The percentage we use to make the adjustment is shown in your schedule. However, your schedule will not reflect the monthly increase.

No extra premium will be charged during the period of the policy, but the premium will be recalculated each year on the renewal date as shown in your schedule.

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

- a) If you inform us within 60 (sixty) days from the start of alterations and additions to the private residential structures, we will increase the insured amount by the value of the alterations and additions.
- b) The cover extends to building materials, fixtures and fittings while structural building work (including alterations or additions) is done at the insured property, as long as:
  - i) no other insurance covers the loss or damage;
  - ii) you are legally responsible for the materials, fixtures and fittings for which you require cover;
  - iii) cover for storm, wind, hail, snow or flood events, is excluded;
  - iv) cover will apply only if such property is designed to withstand open-air elements;
  - v) theft will apply only if fixtures and fittings have been fitted; otherwise theft cover is restricted to visible signs of forcible and violent entry or exit from the insured building;
  - vi) protection of the insured property by anything other than a conventional roof is not covered;

**4. Average**

If, according to our calculations, the amount needed to replace all your private residential structures with similar new structures at the time of any loss or damage, is more than the insured amount, we will not pay you the full amount of the loss or damage. You will be your own insurer for the difference between the insured amount and the amount needed to replace all the private residential structures. Therefore, you will be responsible for a proportional share of the loss or damage.

Let us assume you are insured for R1,000,000 (one million Rand), but the replacement value of your property is R2,000,000 (two million Rand).

This means you are only insured for half of the replacement value. You must cover the other half. For example, if you suffer damage to the value of R200,000 (two hundred thousand rand), we will only pay half of this amount, which is R100,000 (one hundred thousand Rand), which will be calculated as follows:

Insured for	R1,000,000	
Replacement value	R2,000,000	
Claim	R200,000	
Calculation: Underinsurance	R200,000	R1,000,000
		x
	1	R2,000,000

We will only pay you R100,000 (one hundred thousand Rand).

This condition applies separately to each item in your schedule.

**5. Interests of others**

If the interest of any bank or any other financial institution has been noted in your schedule as having an interest in the insured property you agree that we may pay that financial institution to the extent of their interest in the insured property, namely the amount which is owing to the bank or the financial institution or the amount shown in your schedule for Buildings, whichever is the lesser.

If you act or omit to act in a way that may make this policy invalid, the interest of the bank or financial institution will not be affected if the following conditions are met:

- a) the bank or financial institution did not know that you acted or omitted to act in a way that may have made this insurance invalid;
- b) the bank or financial institution tells us about the act or omission as soon as they become aware of it; and
- c) you pay any extra premium you owe.

**6. Own service provider**

We have the right to require that a service provider of our choice do any work required on the insured property. If you ask to use a service provider of your choice, we will not be responsible for any amount above of the amount quoted by our service provider. This means you will be paid out according to our set rates.

**7. Bush clearance warranty**

It is a condition precedent to liability of the company that all combustible material and vegetation within an area of at least 40 (forty) meters in width in the immediate vicinity of the insured building, item or structure in the schedule shall be cleared and removed from the site. It is noted that this requirement does not apply to cultivated or manicured gardens, including trees forming part thereof.

**8. Gas bottles**

- a) We require that all gas bottles be kept in a well-ventilated cage.

- b) A total of 100kg (one hundred kilograms) gas is allowed on the property, including:
  - i) 19kg (nineteen kilograms) inside your home; and
  - ii) 81kg (eighty-one kilograms) spare gas outside your home.
- c) The gas bottles must not be closer than two metres to any:
  - i) plugs;
  - ii) open windows;
  - iii) drains.

The municipal fire and safety department sets these limits.

## 9. Geysers

All electrical geysers must:

- a) be fitted with vacuum breakers in hot and cold lines;
- b) be fitted with a multi-pressure safety valve;
- c) have an overflow pipe fitted;
- d) have a geyser drip tray installed if they are electric or split type solar geysers with the geyser cylinder fitted below the roof;
- e) have an electrical isolation switch installed, no more than 1 (one) meter from the geyser (not referring to the circuit breaker in the distribution board) if the geyser is electrical or solar with electrical back-up;
- f) comply with the current compulsory legal standard for geysers under the Water Services Act, 1997 South African National Standards (SANS) standards for geysers and parts being SANS 10254-2004.

## 10. Heat pumps

- a) We will pay for the repair or replacement of a fitted heat pump following the leaking, bursting or overflowing as a result of an insured event, provided that it is not within the manufacturer's warranty period. Replacement of a heat pump by a non-approved service provider will only be reimbursed at our repair rates after the we have inspected the installation for SANS 1352 compliance as applicable and inspected the salvage.
- b) The heat pump will be covered provided that PIRB (Plumbing Industry Registration Board) COC (Certificate of Conformance) must have been issued for the installation of the heat pump. The heat pump installation must be of a split type and installed on a SANS 151 approved not tested geyser and the heat pump connections to the geyser may not compromise on the integrity or the warranty of the geyser.
- c) Integral heat pumps are not covered. A heat pump includes a compressor, fan, electronic control device, evaporator and circulating pump. The heat pump must be installed in accordance with SANS 1352. A heat pump does not include the diffuser, twin port drain-cock, combination safety valve, strainer and isolating valves.

## 11. Matching building materials

When the insured property is repaired, we are not obliged to do so exactly or precisely, but only as circumstances reasonably allow. Where we cannot achieve an exact match, we will use materials that, in our opinion, match the damaged or lost materials as closely as possible. We will only do this to the part of the structure or room where the loss or damage has occurred. We will not pay for matching building materials to create a uniform effect throughout your buildings.

## 12. Security measures

### a) Burglar bars

If we require burglar bars, as described in your schedule, we will compensate you for theft or burglary only if:

- i) the required burglar bars are fitted;
- ii) the required burglar bars have not been removed without our permission.

### b) Security gates

If we require security gates, as described in your schedule, we will compensate you for theft or burglary only if:

- i) the required security gates are fitted;
- ii) the required security gates are locked when you or any person you have authorised to look after your private residence leaves your private residence unattended;
- iii) the required security gates have not been removed without our permission.

### c) Alarm system

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

- i) the required alarm system is installed;
- ii) the required alarm system is in working order;
- iii) the burglar alarm installed in the premises shall have adequate passive infrared motion detectors or beams installed to cover all entry or exit points (doors of any kind or description and all windows whether opening or not);
- iv) none of the passive infrared motion detectors of the required alarm system are obstructed or bypassed;
- v) the burglar alarm installed in the premises shall be fully activated whenever the premises is left unoccupied or unattended; and
- vi) the required alarm system has not been removed without our permission;
- vii) a valid and current contract is in force with the alarm service provider, including 24 (twenty-four) hour response by a reaction unit;

- viii) if the installed alarm is an approved, certified burglar alarm, we are entitled to request full information of the relevant activating and deactivating log in the event of a claim;
  - ix) the insurance shall not cover loss of or damage to property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to you unless such keys, keypad code or remote control were obtained by violence or threat of violence to any person;
  - x) cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the insured.
- d) Perimeter security
- If we require perimeter security, as described in your schedule, we will compensate you for theft and burglary only if:
- i) the required perimeter security is maintained and kept in working condition; and
  - ii) the required perimeter security has not been altered or removed without our permission.
- e) Security complex and retirement village
- If the schedule shows you live in a security complex, we pay only for theft of household contents if the home is situated in a security complex or retirement village.
- A security complex or retirement village means a complex with high perimeter walls with either razor coil wire or an electric fence on the top of the perimeter walls. And the complex must either have a 24 (twenty-four) hour staffed security gate or access must be controlled by an intercom, remote control or registration at the gate.
- f) Unoccupied residence
- You must tell us if you intend leaving your private residence or outbuildings unoccupied for more than 60 (sixty) consecutive days in any 12 (twelve) month period so that we can adjust your premium or change terms, conditions and exclusions. If you do not tell us we will not compensate you for any loss or damage while the private residence and outbuildings are unoccupied. If only an outbuilding is occupied, we do not consider the private residence and outbuildings occupied.

### 13. Solar water heating (SWH) systems

- a) We will pay you the cost of replacing or repairing your solar water heating system if it bursts or is damaged by an insured event. Provided that:
  - i) a certified and accredited plumber and electrician who issued certificates of compliance must have installed the entire solar water heating system;
  - ii) the system's solar tank and collector must have:
    - a. been approved by the South African Bureau of Standards (SABS);
    - b. had a 10 (ten) year (or longer) manufacturer's warranty; and
    - c. been operated and maintained according to the manufacturer's warranty.
  - iii) all parts must comply with the following South African National Standards (SANS) standards for solar water heating systems:
    - a. SANS 1307:2009 – domestic solar water heaters;
    - b. SANS 10101 – the installation, maintenance, repair and replacement of domestic solar water heating systems, edition three ISBN 0-626- 17636-0;
    - c. SANS 10252 – part 1 – water supply and drainage for buildings. Part 1 water supply installation for buildings;
    - d. SANS 10254 – the installation, maintenance, replacement and repair of fixed electric storage water heating systems; and
    - e. SANS 10400 – the application of national building regulations.
  - iv) we may ask to see all supporting documents if you claim.
  - v) we will not pay compensation for SWH systems that do not meet the standards above if:
    - a. The terms of the manufacturer's warranty or maintenance agreement are not followed;
    - b. you cannot give us records of maintenance or services at the time of the loss or damage;
    - c. the SWH system was not installed or repaired:
      - i. by an accredited person;
      - ii. according to SANS 10106, SANS10254 and SANS 10142; or
      - iii. according to the supplier's installation and maintenance instructions;
    - d. the element has burnt out because the cylinder runs dry;
    - e. the system is not designed to withstand the local weather conditions or water quality;
    - f. the SWH system faces the wrong direction or is at the wrong angle;
    - g. an object is thrown, dropped or placed against the SWH system causing movement or failure;
    - h. the collector glass chips or cracks unless this was because of an insured event.
  - vi) We cover the full replacement cost (including installation) of an existing solar water heating system that meets the standards above.

vii) If solar water heating equipment does not meet those standards, we will only cover replacement costs up to R5,000 (five thousand Rand).

#### **14. Surge arrestors**

It is a condition of this policy that SABS approved surge arrestors are installed on all electrical distribution boards at your premises as shown in your schedule.

If you do not comply with this condition, we will not cover your buildings against loss or damage caused by lightning, thunderbolt or power surge.

#### **15. Surveys**

We may ask a surveyor to survey your private residence at any time.

Based on the outcome of the survey we may immediately do one of the following:

- a) change the terms, conditions and exclusions of your insurance;
- b) cancel your insurance; or
- c) treat your policy as null and void.

#### **16. Thatched roof warranty**

It is warranted that during the currency of this policy:

- a) all buildings covered with thatch are protected by an adequate and appropriate lightning conductor or conductors that comply in all respects with the standards set by the SABS or standards that are equivalent to or better than such SABS standards.
- b) a lightning conductor and earthing or conducting wire connecting the electrical system to the main distribution board where lightning protectors must be installed.
- c) We shall not be liable to pay any claim should the thatch risk not be treated and certified every 5 (five) years with an SABS approved fire retardant prior to the inception of cover. The retardant must be applied to both interior and exterior surfaces and must penetrate the exterior thatch to a minimum depth of at least 65mm (sixty-five millimetres).

#### **17. Tenants**

If any tenant of your private residence acts or omits to act in a way that may make this policy invalid, your cover will still be valid only if the following conditions are met:

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

### **NOT COVERED BY THIS SECTION**

None of the following are covered, unless specifically shown otherwise in your schedule:

1. loss or damage caused by:
  - a) demolition, alteration, construction, cleaning, renovation, repair, restoration or a similar process;
  - b) insects or vermin;
  - c) weeds or roots;
  - d) storm, wind, water, hail or snow during renovations, additions or extensions if the loss or damage is caused by or made worse by the renovations, additions or extensions;
  - e) theft or attempted theft while your private residence is lent, let or sublet to a tenant, and the tenant or the tenant's family or anyone else who is linked or connected to the tenant or the tenant's family, is directly or indirectly responsible for such loss or damage.
2. Loss or damage caused by or comprising:
  - a) rot, rising damp, a rise in the water table except as a result of a storm;
  - b) fungus, mould, infestation;
  - c) chipping, scratches, disfiguration or discolouration;
  - d) wear and tear or other gradually operating causes.
3. Loss or damage covered by any guarantee, service contract, purchase contract or any purchase agreement.

### **DEFINITIONS**

We have defined words with specific meanings for each section. In this section the words below mean the following:

#### **1. Burglary**

means the unlawful taking of another person's property with the intention to deprive them of permanent ownership when it is accompanied by breaking into or out of a building by actual, visible, forcible and violent means.

#### **2. Countries**

mean the Republic of South Africa.

#### **3. Flood**

means a large amount of water from any source (whether man-made or natural) that overflows onto, or flows over, normally dry land.

#### **4. Geyser**

means a domestic water heater, including control valves, stop cock (if properly installed), drain cock, safety valve, vacuum breakers, elements, thermostats, drip tray, feeder tank valves and all inlet pipes and fittings.

This excludes isolator switches, no-return valves, cold and hot water supply pipes, and fittings on unbalanced water systems (where a water mixer is installed without pressure release valves or non-return valves to prevent geyser bursts or leaks).

#### **5. Ground heave**

means the upward movement or expansion of the site caused by load being removed from it or by actions from inside the site itself; but excludes settlement, which is the movement of a site as a result of loading placed on it by a building.

#### **6. Heat pump**

means domestic air source water heating heat pump system.

#### **7. Landslip**

landslip which is the downward movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground.

Landslip may be triggered by superimposed loadings from buildings or may be induced by excavating into sloping ground with the result that material fails and moves down the slope.

#### **8. Maintenance**

means keeping an insured property in good condition by checking it regularly and repairing it when needed.

#### **9. Non-standard construction**

means a building with one or both of the following:

- a) walls built of materials other than brick, stone or concrete (for example wood) whether or not the roof is built with standard materials such as slate, tile, concrete, asbestos, or metal; or
- b) roofs built of non-standard materials (for example wood) whether or not the walls are built with standard materials such as brick, stone or concrete.

#### **10. Photovoltaic system**

means a photovoltaic system, also PV system or solar power system and is a power system designed to supply usable solar power by means of photovoltaics. It consists of an arrangement of several components, including solar panels to absorb and convert sunlight into electricity, a solar inverter to convert the output from direct to alternating current, as well as mounting, cabling, and other electrical accessories to set up a working system.

#### **11. Pipe**

means the hot and cold clean water supply piping from the main supply installed in the insured premises, including the overflow pipes associated with the geyser installation, excluding irrigation pipes.

#### **12. Power surge**

means a sudden variation of voltage magnitude or a power spike in any electrical system, causing a variance in the household supply of electricity.

#### **13. Sea surge**

means loss or damage caused by the sea, including high tide, spring tide, waves, tidal wave or a sea level rise as a result of a storm.

#### **14. Standard construction**

means built of brick, stone or concrete with a roof made of slate, tile, concrete, asbestos or metal. Thatch roofs are included in this definition only where the thatch roof is either:

- a) attached to the main residence and does not cover more than 25% (twenty-five percent) of the roof area of the main residence; or
- b) within five metres from the main residence and the thatch roof on its own does not cover more than 25% (twenty-five percent) of the roof area of the main residence.

#### **15. Structures**

mean any structure defined under 'buildings', but specifically named as a separate structure in your schedule. Examples of 'Structures' include a lapa or granny flat.

#### **16. Thatch**

means the roof of the main residence is constructed of thatch. This definition includes where a thatch roof is either:

- a) roof of the main residence or attached to the main residence and covers more than 25% (twenty-five percent) of the roof area of the main residence; or
- b) within five metres from the main residence and the thatch roof on its own covers more than 25% (twenty-five percent) of the roof area of the main residence.

#### **17. Theft**

means the unlawful taking of another person's property with the intention to deprive them of permanent ownership when it is not accompanied by breaking into or out of a building by actual, visible, violent and forcible means.

#### **18. Subsidence**

means the downward movement of a site on which structures stand from causes unconnected with loading from the building when the soil on which it was built can no longer support it.



Examples are underground mining (specifically excluded), clay shrinkage (especially due to the action of tree roots) and erosion caused by water passing underneath the upper layers of soil. The compaction of make-up ground or infill is not included in this definition.

**19. Water apparatus**

means any of the following if permanently fixed to the building:

- a) reservoirs;
- b) water tanks;
- c) geysers;
- d) fixed fish tanks;
- e) toilet cisterns; and
- f) fixed water purifiers.

**20. Wild animals**

means animals that, as a matter of common knowledge, are naturally ferocious, unpredictable, dangerous, mischievous, or not by custom devoted to the service of mankind at the time and in the place in which they are kept.

**21. Wild baboons or wild monkeys**

means baboons or monkeys that live freely in natural surroundings and are not kept as pets or farm animals or kept confined in any way.

**BASIC COVER****1. Property insured**

We will compensate you for loss of or damage to your contents caused by an insured event while the insured contents are inside your private residential structures and any additional structure shown in the schedule.

Property includes:

- a) household contents;
- b) personal property;
- c) fixtures and fittings that belong to you as the tenant, not the owner, of the private residence.

**2. Construction of the insured residence**

The construction of your residence will be described in the schedule as follows:

- a) standard construction; or
- b) non-standard construction; or
- c) thatch.

**3. Insured events**

We will compensate you for loss or damage to contents caused by:

- a) fire;
- b) lightning or thunderbolt;
- c) explosion; and
- d) storm, wind, water, hail, flood, sea surge or snow

We will not cover the following:

- i) any process that uses or applies water;
  - ii) wear and tear;
  - iii) gradual deterioration;
  - iv) mildew, rust or corrosion;
  - v) the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types.
- e) earthquake;
  - f) the bursting, overflow and leaking of water containers, water tanks, water apparatus, heating installations (including gas-fired water heaters) or pipes and hot water cylinders;
  - g) impact from animals, vehicles, aircraft or aerial devices or other objects falling from them, or falling trees except when felled by someone;
  - h) collapse or breakage of satellite dishes, television and radio aerials, masts and lightning conductors;
  - i) we do not cover theft or attempted theft while the insured private residence is lent, let or sublet to a tenant, and the tenant or the tenant's family or anyone else who is linked or connected to the tenant or the tenant's family, is directly or indirectly responsible for such loss or damage;
  - j) theft or attempt thereat from the main building;
  - k) burglary at any outbuilding;
  - l) accidental leakage of oil from oil heaters;
  - m) malicious damage

We do not cover malicious damage while the insured private residence is lent, let or sublet to a tenant, and the tenant or the tenant's family or anyone else who is linked or connected to the tenant or the tenant's family, is directly or indirectly responsible for such damage;

- n) Subsidence or landslip or ground heave: Limited cover

We will indemnify you for loss of or damage to your contents caused by subsidence or landslip or ground heave or all 3 (three). However, we will not cover loss or damage caused or made worse by:

- i) the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types;
- ii) faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any building;
- iii) structural alterations, additions or repairs;
- iv) surface or subterranean excavations other than those performed in the course of mining operations;
- v) normal settlement, shrinkage or expansion of the building.

If we require it, you must prove that the loss or damage you claim for was caused by subsidence or landslip or ground heave.

#### **4. Contents away from the your premises (all insured events)**

We will compensate you for loss or damage to the insured contents as defined under property insured above caused by all the insured events while the contents are:

- a) inside a building where you live temporarily;
- b) temporarily inside the residential section of any occupied private home;
- c) deposited for safe keeping at any hotel, guest house, club, bank, safe deposit or registered furniture storehouse;
- d) inside the building of a business for the purpose of making up, altering, renovating, repairing, cleaning or dyeing. However, theft or attempted theft is not covered;
- e) inside the building of any office, business or trade where you are employed this limit forms part of your contents insured amount. Compensation is limited to the amount shown in the schedule.
- f) property in the open within your private residence. Compensation is limited to the amount shown in the schedule.

We also cover your contents against fire, explosion, lightning and thunderbolt while temporarily kept in places other than those mentioned above.

#### **5. Contents in transit (only some insured events)**

We will compensate you for loss or damage to:

- a) the insured property caused by:
  - i) theft, collision or overturning of the conveying vehicle while you are in the process of permanently moving to a different risk address, or while your insured property is being transported to or from any registered furniture storehouse, by a furniture removal contractor. Cover excludes any damage to breakable articles like glass and china unless such articles were packed by the furniture removal contractor and are not otherwise insured;
  - ii) fire, lightning or explosion while being transported;
  - iii) theft while being transported to or from any bank or safe deposit facility;
  - iv) theft from any vehicle transporting the above provided the vehicle is not left unattended and unlocked. Our compensation is limited to the amount shown in the schedule.
- b) groceries and household goods while you transport these by any vehicle to your private residence from the place of purchase. Our compensation is limited to the amount shown in the schedule.
- c) your personal luggage from airport to airport throughout the world. This cover is valid only if you do not have any other insurance for your luggage. Our compensation is limited to the amount shown in the schedule.

#### **6. Theft and burglary cover excluded (if stated in your schedule to be applicable)**

We will not pay for any claims for theft or attempted theft should this cover be excluded in your schedule.

#### **7. Flood damage excluded (if stated in your schedule to be applicable)**

We will not pay for any claims for flood damage should this cover be excluded in your schedule.

#### **8. Fire and perils only cover (if stated in your schedule to be applicable)**

We will pay only for claims for loss or damage to the contents of your private residence or outbuildings by the following perils only should the cover be limited to fire and perils in your schedule:

- a) fire, lightning and explosion;
- b) storm, wind, water, hail or snow. We will not cover the following:
  - i) loss or damage caused by any process which uses or applies water;
  - ii) loss or damage caused by wear and tear;
  - iii) loss or damage caused by gradual deterioration; or
  - iv) loss or damage caused by mildew, rust or corrosion.
- c) earthquake;
- d) impact with the private residence by animals, vehicles, aircraft or aerial devices or other objects falling from them, or falling trees, except when felled by someone;
- e) collapse or breakage of satellite dishes, television and radio aerials, masts and lightning conductors;
- f) leakage of oil from oil heaters; and
- g) malicious damage, but we do not cover malicious damage while your private residence is lent, let or sublet to a tenant.

### **EXTENDED BASIC COVER**

The cover below applies to the contents on the premises of your risk address(es) shown in your schedule.

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

#### **1. Accidental breakage of mirrors and certain glass**

We will compensate you for the cost of replacing the following items while inside your private residence:

- a) accidentally broken mirrors or glass tops of furniture belonging to you;

- b) glass forming part of a stove or oven which is not insured elsewhere; and
- c) breakage of glass that forms part of other domestic appliances, computers and televisions.

## **2. Accidental damage to landline telephones**

We will compensate you for accidental damage including electrical and mechanical breakdown to landline telephones and their accessories (such as portable phones) at the home. The telecommunication provider's regulations for trading in phones apply where practical.

We do not cover:

- a) lines and extension wires; or
- b) mobile communication devices or equipment.

## **3. Business/office contents**

We will compensate you for loss of or damage caused by an insured event to your business/office contents belonging to you in your private capacity are inside your private residential structures and any additional structure shown in the schedule.

## **4. Business/home-industry equipment**

We will compensate you for loss of or damage caused by an insured event to your business/home-industry equipment belonging to you in your private capacity are inside your private residential structures and any additional structure shown in the schedule.

## **5. Contents of refrigerators and freezers**

We will compensate you for the accidental spoiling of the contents of your refrigerators or freezers inside your private residence and outbuildings caused by a change in temperature.

We do not cover the following:

- a) spoiling caused by someone adjusting the temperature control;
- b) damage to the refrigerators or freezers;
- c) spoiling due to load-shedding by a power-supply authority, unless the duration of the power cut exceeds 24 (twenty-four) hours;
- d) spoiling as a result of non-payment or non-purchase of power or any type of fuel.

## **6. Damage by wild animals**

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

## **7. Death of horses**

We will compensate you for any one event for death of or injury to horses directly resulting from fire, lightning, thunderbolt, explosion, earthquake, theft, aircraft (or articles falling from aircraft), storm, tempest, flood, impact by vehicles, or any act committed by anyone with the intention of causing such death or injury.

## **8. Death of Koi fish**

We will compensate you for any one event for death of or injury to Koi fish directly resulting from fire, lightning thunderbolt, explosion, earthquake, theft, aircraft (or articles falling from aircraft), storm, tempest, flood, impact by vehicles or any act committed by anyone with the intention of causing such death or injury. This extension also includes death of Koi fish following water pollution or contamination from chemicals or waste.

## **9. Debris removal**

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

## **10. Gifts for special events**

We will compensate you for the costs incurred to replace or repair damaged or lost gifts stored inside your private residence for a maximum period of 30 (days) days before or after an anniversary, engagement, wedding, baby shower, birthday, religious or other celebration.

## **11. Laundry**

We will compensate you for loss of or damage to loss or damage to your laundry caused by any insured event on the premises of your private residence.

## **12. Marquee and inflatables hire**

We will compensate you for loss of or physical damage to marquees and inflatables including its associated lighting, heating and furnishings that you hire temporarily against physical loss or physical damage. Cover is restricted to the risk address shown in the schedule.

We do not cover the marquees and inflatables if the hirer has insurance that covers the loss or damage.

## **13. Money**

We will compensate you for loss of or damage to money inside your private residence caused by an insured event.

The following conditions apply in respect of theft or attempted theft:

- a) There must be signs of forced entry into or out of the residential building when left unoccupied;
- b) The security measures applicable to the risk address must be complied with when left unoccupied;
- c) 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;
- d) If there is a threat of force against you at your risk address, then a), b) and c) above are not applicable. The limit of compensation forms part of your contents insured amount.

#### **14. Personal belongings of domestic employees**

We will compensate you for loss of or damage to the personal belongings of your full-time domestic employees caused by an insured event while their personal belongings are inside your private residence or outbuildings. Cover also includes household contents when your full-time domestic employees permanently resides at your private residence or outbuildings.

We do not cover the personal belongings or household contents of your full-time domestic employees:

- a) when lost or damaged whilst residing in your outbuildings unless a burglary has taken place;
- b) being money, bank cards, pre-paid cellular or phone vouchers and any other negotiable instruments;
- c) being furs, jewels, jewellery, gemstones, watches, articles made from platinum, gold or silver, art and collectibles;
- d) if your full-time domestic employees have insurance that covers the loss or damage.

This cover is limited to the repair or replacement costs of the domestic employees personal belongings.

#### **15. Personal belongings of parents, grandparents, spouse or dependant**

We will pay for loss of or damage to personal belongings belonging to your parent, grandparent, spouse or dependant, named in your Schedule, while in a nursing home, old age home, retirement village or residential care home in which the parent, grandparent, spouse or dependant is resident caused by an insured event including transit there and back. Cover is restricted to the risk address shown in the Schedule.

We do not cover the personal belongings of parents, grandparents, your spouse or dependants:

- a) for loss or damage unless a burglary has taken place;
- b) being money, bank cards, pre-paid cellular or phone vouchers and any other negotiable instruments;
- c) being furs, jewels, jewellery, gemstones, watches, articles made from platinum, gold or silver, art and collectibles;
- d) taken out of the risk address unless specifically insured under any other section of the policy;
- e) if your parents, grandparents or spouse have insurance that covers the loss or damage.

This cover is limited to the repair or replacement costs of the parent, grandparent, spouses or dependants personal belongings.

#### **16. Personal belongings of students or scholars**

We will pay for loss of or damage to personal belongings belonging to a full-time student or scholar, named in your schedule while in a boarding school, college, university, technicon, flat, hostel or other student accommodation in which the full-time student is resident caused by an insured event including transit there and back. Cover is restricted to the risk address shown in the schedule.

We do not cover the personal belongings of full-time students or scholars:

- a) for loss or damage unless a burglary has taken place;
- b) being money, bank cards, pre-paid cellular or phone vouchers and any other negotiable instruments;
- c) being furs, jewels, jewellery, gemstones, watches, articles made from platinum, gold or silver, art and collectibles;
- d) taken out of the risk address unless specifically insured under any other section of the policy;
- e) if the full-time student or scholar has insurance that covers the loss or damage.

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

#### **17. Personal belongings of visitors**

We will compensate you for loss of or damage to the personal belongings of your guests temporarily residing with you or visitors at your residence caused by an insured event while their personal belongings is inside your private residence or outbuildings.

We do not cover the personal belongings of guests or visitors:

- a) for loss or damage whilst staying in an outbuilding when visiting unless a burglary has taken place;
- b) being money, bank cards, pre-paid cellular or phone vouchers and any other negotiable instruments;
- c) being furs, jewels, jewellery, gemstones, watches, articles made from platinum, gold or silver, art and collectibles;
- d) if your guest or visitor has insurance that covers the loss or damage.

This cover is limited to the repair or replacement costs of the guests or visitors' personal belongings.

We do not cover loss or damage to the personal belongings of any tenant, subtenant or paying guests while the residence is lent, let or sublet.

#### **18. Personal documents**

We will compensate you for the cost of replacing personal documents caused by an insured event while the following personal documents are inside your private residence or outbuildings:

- a) identity documents;
- b) passports and visas;
- c) vaccination certificates;
- d) printed road maps or nautical maps, travel guides, permits or certificates which allow any insured vehicle or vessel entry into or exit from countries or waters.

Cover is provided in respect of the value of the materials and the cost of labour to replace such personal documents.

## 19. Restoration of computer programs and/or data

We will compensate you for the restoration of the programs and/or data of your computer at your private residence following loss or damage caused by an insured event.

## 20. Storage costs for contents after damage

We will compensate you for the necessary storage costs you incur to safeguard your insured property after an insured event has occurred.

## 21. Temporary increase of the insured amount

We will temporarily increase the insured amount for loss of or damage to gifts and additional provisions at your residence during December and January.

## 22. Theft or attempted theft from outbuildings

We cover loss of or damage to the contents of any outbuilding on your premises caused by theft or attempted theft unless you can prove that there was a burglary at the outbuilding. The limit shown in the schedule only applies to theft or attempted theft claims.

## 23. Time-sharing

If the body corporate is unable to provide alternative accommodation, we will compensate you for any expenses for the rent or hire of accommodation of a similar type in the same locality, when your time-share premises (or unit or part unit) are so damaged by an insured event that you cannot live there for the time-sharing week shown in the schedule. This cover also extends to any other week exchanged for the week shown in the schedule.

Our compensation is limited to the amount per week and the maximum number of weeks shown in your schedule for any one claim.

## OPTIONAL COVER (ONLY IF SHOWN IN YOUR SCHEDULE AS INCLUDED)

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

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

### 1. Accidental damage

We will compensate you for accidental, sudden and unforeseen physical loss of, or damage to, your property insured while it is in your private residence or on your premises as a result of an external, visible and/or violent cause.

Cover for accidental damage excludes:

- a) depreciation;
- b) gradual causes such as wear and tear, rust, mildew, corrosion or decay;
- c) loss or damage:
  - i) payable in terms of basic cover;
  - ii) caused by household pests (such as moths, rodents, vermin, ants and other insects or their larvae);
  - iii) caused by your own domestic pets;
  - iv) caused because of dyeing, cleaning, repairing or restoring by any manner or method;
  - v) caused by the action of light or climatic condition;
  - vi) caused by confiscation or detention by any process of law;
  - vii) of or to any tools, gardening implements or garden furniture;
  - viii) of or to automatic swimming pool cleaning equipment or equipment for a pond;
  - ix) of or to any portable computer equipment, cellular devices, mobile communication equipment, or landline telephones;
  - x) of or to any video tapes, audio tapes, compact discs, DVD's, blu-ray discs or game discs;
  - xi) of or to any contents of refrigerators or freezers;
  - xii) to any other property not in your private residence or outbuildings;
  - xiii) covered by any manufacturer's guarantee, purchase agreement or service contract;
  - xiv) caused by power surge; or
  - xv) caused to personal belongings;
- d) cracking or scratching of glass, glassware or any similar breakable article. This exclusion does not apply to jewellery, cameras, televisions or computer screens;
- e) chipping or denting of furniture or domestic appliances;
- f) consequential damage of any nature; and
- g) the cost of reproduction or repair of data of any kind.

### 2. Accidental damage to fixed machinery

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

We will not cover:

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

- c) loss or damage:
  - i) payable as an insured event that covers your buildings as shown in the schedule;
  - ii) to windmills;
  - iii) caused by household pests (such as rodents, ants and moths and other insects or their larvae);
  - iv) caused by cleaning, repairing or restoring by any manner or method;
  - v) to any data or telecommunication equipment or apparatus;
  - vi) if covered by a manufacturer's guarantee, purchase agreement or service contract;
  - vii) caused because of spilled fuel in respect of generators; and
  - viii) caused by power surge.

### 3. Average Protector

We will waive the application of average applicable to the contents shown in the schedule in the event of loss or damage, provided that:

- a) you have diligently completed and returned the contents inventory survey form;
- b) you have adjusted the sum insured of your contents in line with the contents inventory survey form;
- c) the amount that you are underinsured by, is less than 25 (twenty-five) percent of the maximum level of indemnity;
- d) the waiver is limited to the amount noted in the schedule.

### 4. Home industry stock-in-trade

We will compensate you for loss or damage to stock-in-trade of your home industry (as stated under the home industry type in your schedule) run from your premises, caused by an insured event at your premises.

### 5. Mechanical, electrical or electronic breakdown

We will compensate you loss or damage caused by sudden and unexpected mechanical, electrical or electronic breakdown of your installed appliances inside private residential structures and any additional structure shown in the schedule.

We will not cover:

- a) depreciation;
- b) gradual causes such as wear and tear, rust, mildew, corrosion, decay, gradual deterioration, the use of unsuitable or defective materials or parts;
- c) loss or damage:
  - i) payable as an insured event that covers your buildings as shown in the schedule;
  - ii) lack of maintenance;
  - iii) caused by household pests (such as rodents, ants and moths and other insects or their larvae);
  - iv) caused by cleaning, repairing or restoring by any manner or method;
  - v) to any to any portable computer equipment or mobile communication devices;
  - vi) to any data or telecommunication equipment or apparatus;
  - vii) if covered by a manufacturer's guarantee, purchase agreement or service contract; or
  - viii) caused by power surge.

### 6. Pairs and sets waiver

We will compensate you for the entire pair, set or collection if any part of a pair, set or collection is lost or damaged.

### 7. Power surge

We will compensate you for the destruction or damage to the contents caused by power surges from accidental changes in the power supply by a public supply authority.

We do not pay for power surges caused by you not paying your electricity bill or you not buying electricity if you ran out.

### 8. Subsidence, landslip or ground heave: Extended cover

We will compensate you for loss of or damage to the contents of your insured property caused by subsidence, landslip, ground heave, or all 3 (three).

However, we will not cover loss or damage following:

- a) the faulty design or construction of any building;
- b) the removal or weakening of supports of any building;
- c) structural alterations, additions or repairs; and
- d) excavations above or below ground, except excavations performed during mining operations. If we require it, you must prove that the loss or damage being claimed for was caused by subsidence, landslip, ground heave, or all 3 (three).

### 9. Theft or attempted theft from outbuildings

We cover loss of or damage to the contents of any outbuilding on your premises caused by theft or attempted theft unless you can prove that there was a burglary at the outbuilding. The limit shown in the schedule only applies to theft or attempted theft claims.

## 10. Theft of digital currency

We will compensate you for loss of digital currency caused by theft or attempted theft, provided that you must comply with the terms and conditions of the internet service provider regarding the safekeeping of your digital wallet.

## TERMS AND CONDITIONS

Additional General Provisions, Conditions and Procedures for Claims and Accidents (only applicable to this section of the policy).

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

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

Payments under extended basic cover and convenience benefits are additional to the insured amount for basic cover.

The basis of indemnity for the loss of or damage to the insured property, or part of it, will be the current replacement value of similar new property, limited to the insured amount as shown in your schedule.

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

- a) limited to the insured amount shown in your schedule; or
- b) limited to the amount shown under basic cover.

### 2. Inflation protection

The insured amount for the property insured under basic cover will increase each month to cater for the effect of inflation, according to the percentage that we apply at the renewal date. However, your schedule will not reflect this monthly increase. No extra premium will be charged during the period of the policy, but the premium will be recalculated each year on the renewal date as shown in your schedule.

### 3. Average

If, according to our calculations, the amount needed to replace all your private residential structures with similar new structures at the time of any loss or damage, is more than the insured amount, we will not pay you the full amount of the loss or damage. You will be your own insurer for the difference between the insured amount and the amount needed to replace all the private residential structures. Therefore, you will be responsible for a proportional share of the loss or damage.

For example, if you are insured for R 1,000,000 (one million Rand), but the replacement value of your property is R2,000,000 (two million Rand).

This means you are only insured for half of the replacement value. You must cover the other half. For example, if you suffer damage to the value of R 200,000 (two hundred thousand rand), we will only pay half of this amount, which is R 100,000 (one hundred thousand Rand), which will be calculated as follows:

Insured for	R1,000,000	
Replacement value	R2,000,000	
Claim	R200,000	
Calculation: Underinsurance	R200,000	R 1,000,000
	_____ x _____	
	1	R 2,000,000

We will only pay you R 100,000 (one hundred thousand Rand).

This condition applies separately to each item in your schedule.

### 4. Bush clearance warranty

It is a condition precedent to liability of ours that all combustible material and vegetation within an area of at least 40 (forty) metres in width in the immediate vicinity of the insured building, item or structure in your schedule shall be cleared and removed from the site. It is noted that this requirement does not apply to cultivated or manicured gardens, including trees forming part thereof.

### 5. Firearms

You warrant that at all times and in all places you comply with the legal requirements for owning, using and safekeeping a firearm. You must keep any firearms that you are not using in a locked and hidden safe. The safe must be securely attached to the wall or floor.

### 6. Jewellery and watches to be kept in a safe

- a) You must keep jewellery and watches over a certain value in a safe. This is called the 'safe warranty limit'.
- b) If you are not wearing the jewellery or watch, you must keep it in a securely locked wall-or floor-mounted safe. We will not compensate you for loss or damage caused by theft or attempted theft for more than the 'safe warranty limit' as shown in your schedule if you do not lock the item in a safe while you are not wearing it.

### 7. Pairs or sets

If an article that is lost or damaged was part of a pair or a set, we will not compensate you for more than the article's value proportionate to the total value of the pair or set.

### 8. Proof of ownership

You must be able to provide acceptable proof that you owned an item, and/or acceptable proof of its value, upon request.

### 9. Proof of valuation of jewellery and watches

When you claim, you must give us a professional valuation certificate for all insured jewellery and watches. This valuation must have been done before loss or damage.



If you do not give this certificate, your claim will be limited to the amount shown in the schedule for each item and a maximum amount as shown in the schedule per any one claim

## 10. Security measures

### a) Burglar bars

If we require burglar bars, as described in your schedule, we will compensate you for theft or burglary only if:

- i) the required burglar bars are fitted; and
- ii) the required burglar bars have not been removed without our permission.

### b) Security gates

If we require security gates, as described in your schedule, we will compensate you for theft or burglary only if:

- i) the required security gates are fitted;
- ii) the required security gates are locked when you or any person you have authorised to look after your private residence leaves your private residence unattended; and
- iii) the required security gates have not been removed without our permission.

### c) Alarm system

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

- i) the required alarm system is installed;
- ii) the required alarm system is in working order;
- iii) the burglar alarm installed in the premises shall have adequate passive infrared motion detectors or beams installed to cover all entry or exit points (doors of any kind or description and all windows whether opening or not);
- iv) none of the 'passive infrared motion detectors' of the required alarm system are obstructed or bypassed;
- v) the burglar alarm installed in the premises shall be fully activated whenever the premises is left unoccupied or unattended; and
- vi) the required alarm system has not been removed without our permission;
- vii) a valid and current contract is in force with the alarm service provider, including 24 (twenty-four) hour response by a reaction unit;
- viii) if the installed alarm is an approved, certified burglar alarm, we are entitled to request full information of the relevant activating and deactivating log in the event of a claim;
- ix) the insurance shall not cover loss of or damage to property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to you unless such keys, keypad code or remote control were obtained by violence or threat of violence to any person; and
- x) cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of you.

### d) Perimeter security

If we require perimeter security, as described in your schedule, we will compensate you for theft and burglary only if:

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

### e) Security complex and retirement village

We will pay for theft of household contents if the home is situated in a security complex or retirement village.

A security complex or retirement village means a complex with high perimeter walls (minimum 1.8 (one point eight) metres high) with either razor coil wire or an electric fence on the top of the perimeter walls. And the complex must either have a 24 (twenty-four) hour staffed security gate or access must be controlled by an intercom, remote control or registration at the gate.

All sliding doors leading outside must be fitted with an additional locking mechanism, and must be locked when your home is left unoccupied.

### f) Unoccupied residence

You must tell us if you intend leaving your private residence or outbuildings unoccupied for more than 60 (sixty) consecutive days in any 12 (twelve) month period so that we can adjust your premium or change terms, conditions and exclusions. If you do not tell us, we will not compensate you for any loss or damage while the private residence and outbuildings are unoccupied. If only an outbuilding is occupied, we do not consider the private residence and outbuildings occupied.

## 11. Surge arrestors

It is a condition of this policy that SABS approved surge arrestors are installed on all electrical distribution boards at your premises as shown in your schedule.

If you do not comply with this condition, we will not cover your contents against loss or damage caused by lightning, thunderbolt or power surge.

## 12. Surveys

We may ask a surveyor to survey your private residence at any time.

Based on the outcome of the survey we may immediately do one of the following:

- a) change the terms, conditions and exclusions of your insurance;

- b) cancel your insurance; or
- c) treat your policy as null and void.

### 13. Thatched roof warranty

It is warranted that during the currency of this policy:

- a) all buildings covered with thatch are protected by an adequate and appropriate lightning conductor or conductors that comply in all respects with the standards set by the SABS or standards that are equivalent to or better than such SABS standards.
- b) a lightning conductor and earthing or conducting wire connecting the electrical system to the main distribution board where lightning protectors must be installed; and
- c) we shall not be liable to pay any claim should the thatch risk not be treated and certified every 5 (five) years with an SABS approved fire retardant prior to the inception of cover. The retardant must be applied to both interior and exterior surfaces and must penetrate the exterior thatch to a minimum depth of at least 65mm (sixty-five millimetres).

### 14. Valuable articles limitation

We will compensate you for loss of or damage to fine arts, furs, jewels, jewellery, gemstones, watches and articles made of platinum, gold or silver only up to 30% (thirty percent) of the insured amount for the contents of your private residence.

## NOT COVERED BY THIS SECTION

The following are not covered, unless specifically shown otherwise in your schedule:

1. property that is more specifically insured, in this or any other policy, other than for any amount more than the specified insured amount;
2. loss or damage arising from claims occurring outside the countries set out in this policy;
3. property, whether it is processed or not, obtained with the purpose of disposing of it in a business transaction;
4. money, securities for money, deeds, bonds, bills of exchange, promissory notes, negotiable and other documents, stamps, manuscripts, rare books, medals and coins;
5. vehicles, watercraft (excluding surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurf boards, sailboards and model boats), aircraft, other aerial devices (excluding model aircraft), and all tools, spare parts and accessories of these vehicles, aircraft or watercraft that are on, in or attached to it;
6. pets and other animals;
7. ride-on lawnmowers;
8. loss or damage from or relating to any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
9. loss or damage to property in the open caused by storm, water, wind, hail or snow unless the insured property is designed to exist in the open;
10. the cost of reproduction or repair of data of any kind;
11. theft or attempted theft while your private residence is lent, let or sublet to a tenant; and
12. loss, damage or breakage covered by a manufacturer's purchase agreement, guarantee or service contract.

## DEFINITIONS

We have defined words with specific meanings for each section. In this section the words below mean the following:

### 1. Act of violence

means an assault, robbery, rape, kidnapping or armed car hijack or attempt thereof.

### 2. Burglary

means the unlawful taking of another person's property with the intention to deprive them of permanent ownership when it is accompanied by breaking into or out of a building by actual, visible, forcible and violent means.

### 3. Business

means business that you conduct at or from an office at the risk address noted in the schedule, in line with your occupation as declared on the Proposal Form.

### 4. Business contents

means computers, laptops, printers, scanners, software, fax machines, copiers, typewriters, telecommunication equipment and office furniture owned by you or for which you are legally responsible, and which is kept at the risk address shown in the schedule.

### 5. Business/home industry equipment

means items, tools and machinery used in your business excluding business contents which are owned by you or for which you are legally responsible, and which are kept at the risk address noted in the schedule.

### 6. Computer equipment

means computer equipment, computer system, electronic devices or machines that manipulate data according to a list of instructions and have the ability to store and execute programs, consisting of hardware and supported by software (e.g. laptops and tablet computers).

### 7. Countries

means the Republic of South Africa, Namibia, Lesotho, Botswana, eSwatini, Zimbabwe, Malawi and Mozambique.

### 8. Digital currency

means any cryptocurrency that exists purely in electronic form, which is not issued by a central authority.

## 9. Home industry stock-in-trade

means the goods or merchandise or small part or quantity intended to show what the whole is like, kept at the home and available for sale or distribution. We cover the following approved home industries:

- a) baking;
- b) beauty care products;
- c) beauty salon or hairdresser;
- d) cleaning products;
- e) clothing (excluding second-hand clothing);
- f) educational toys;
- g) framing;
- h) healthcare;
- i) home ware (excluding second-hand homeware);
- j) jewellery;
- k) needlework;
- l) pottery;
- m) scrapbooking; or
- n) tupperware.

## 10. Flood

means a large amount of water from any source (whether man-made or natural) that overflows onto, or flows over, normally dry land.

## 11. Ground heave

means the upward movement or expansion of the site caused by load being removed from it or by actions from inside the site itself; but excludes settlement, which is the movement of a site as a result of loading placed on it by a building.

## 12. Holiday home

means your home, other than your main residence, where you only reside at certain times, e.g. during holidays or weekends. The risk address of your holiday home is shown in your schedule.

## 13. Landslip

landslip which is the downward movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground.

Landslip may be triggered by superimposed loadings from buildings or may be induced by excavating into sloping ground with the result that material fails and moves down the slope.

## 14. Mobile communication devices

means portable electronic items, used for mobile communication, including all accessories (e.g. cellular phones, tablets, satellite navigation system receivers (GPS's)).

## 15. Money

means your personal money, including your cash being Rands, cheques, traveller's cheques, postal orders, money orders, travel and other tickets, gift vouchers/cards and current postage stamps.

## 16. Non-standard construction

means a building with one or both of the following:

- a) walls built of materials other than brick, stone or concrete (for example wood) whether or not the roof is built with standard materials such as slate, tile, concrete, asbestos, or metal; or
- b) roofs built of non-standard materials (for example wood) whether or not the walls are built with standard materials such as brick, stone or concrete.

## 17. Personal luggage

means luggage or baggage, personal effects and travel documents (travel tickets, passports and visas) that you take on your trip.

## 18. Pet

means a tame, domestic animal or bird kept for companionship or pleasure, e.g. dog or cat. Pet does not mean animals that are naturally wild and tamed to be pets.

## 19. Power surge

means a sudden variation of voltage magnitude or a power spike in any electrical system, causing a variance in the household supply of electricity.

## 20. Property in the open

means items designed to be left or used outdoors including:

- a) children's play equipment;
- b) domestic garden maintenance equipment, motorised pedestrian lawnmowers and power equipment;

- c) flower containers and urns;
- d) garden furniture and patio furniture;
- e) garden statues and ornaments;
- f) swimming pool furniture, inflatables and equipment including pool safety nets and covers;
- g) outdoor cooking equipment,

We do not cover laundry as part of property in the open.

#### **21. Road**

means any public road or pathway, leading from one place to another, especially one with a prepared surface which vehicles can use. Road does not include any road or pathway on private property.

#### **22. Sea surge**

means loss or damage caused by the sea, including high tide, spring tide, waves, tidal wave or a sea level rise as a result of a storm.

#### **23. Set**

means a group of similar or complementary items that belong or function together. For example:

- a) golf clubs are a set (the bag and buggy are separate items);
- b) a camera set is the camera body, case, standard accessories packaged by the manufacturer when the camera was new;
- c) a jewellery set is any pendant, charm or brooch attached to any necklace, bracelet, or chain (whether detachable or not) or any pair of earrings or cufflinks.

#### **24. Standard construction**

means built of brick, stone or concrete with a roof made of slate, tile, concrete, asbestos or metal. Thatch roofs are included in this definition only where the thatch roof is either:

- a) attached to the main residence and does not cover more than 25% (twenty-five percent) of the roof area of the main residence; or
- b) within 5 (five) metres from the main residence and the thatch roof on its own does not cover more than 25% (twenty-five percent) of the roof area of the main residence.

#### **25. Subsidence**

means the downward movement of a site on which structures stand from causes unconnected with loading from the building when the soil on which it was built can no longer support it.

Examples are underground mining (specifically excluded), clay shrinkage (especially due to the action of tree roots) and erosion caused by water passing underneath the upper layers of soil. The compaction of make-up ground or infill is not included in this definition.

#### **26. Thatch**

means the roof of the main residence is constructed of thatch. This definition includes where a thatch roof is either:

- a) the roof of the main residence or attached to the main residence and covers more than 25% (twenty-five percent) of the roof area of the main residence; or
- b) within 5 (five) metres from the main residence and the thatch roof on its own covers more than 25% (twenty-five percent) of the roof area of the main residence.

#### **27. Theft**

means the unlawful taking of another person's property with the intention to deprive them of permanent ownership when it is not accompanied by breaking into or out of a building by actual, visible and forcible means.

#### **28. Valuable articles**

means furs, jewels, jewellery, gemstones, watches and articles made of platinum, gold or silver.

#### **29. Wild animals**

means animals that, as a matter of common knowledge, are naturally ferocious, unpredictable, dangerous, mischievous, or not by custom devoted to the service of mankind at the time and in the place in which they are kept.

#### **30. Wild baboons or wild monkeys**

means baboons or monkeys that live freely in natural surroundings and are not kept as pets or farm animals, or kept confined in any way.

**BASIC COVER**

Compensation under this section is limited to the amounts shown next to each item in your schedule.

**1. Unspecified personal property: Standard over**

We cover loss of or damage to your personal property up to the insured amount shown in the schedule and a maximum of 20% (twenty percent) of the unspecified personal property insured amount shown in the schedule for any one article, pair or set (as defined). Cover is limited to the maximum single article, pair or set as shown in the schedule. Cover is provided for the following:

- a) clothing you normally wear;
- b) personal effects normally carried on or worn by a person;
- c) personal sporting equipment normally used or worn by a person;
- d) baby equipment, like prams and children's car seats; and
- e) wheelchairs.

However, we do not cover:

- a) camping equipment;
- b) caravan and trailer contents, including camper trailers;
- c) computer equipment and accessories (like laptops, personal computers, e-readers or tablet computers);
- d) diving equipment;
- e) firearms;
- f) fishing equipment;
- g) gardening equipment controlled by a driver and all tools, spare parts and accessories therein, thereon or attached thereto;
- h) hang gliders, paragliders and parachutes;
- i) horse riding equipment;
- j) Locks, keys, remote controls and access cards/tags;
- k) mobile communication devices (e.g. cellular phones, tablets, mobile data cards (e.g. 3G cards), satellite navigation system receivers (GPS's)) and accessories;
- l) musical instruments;
- m) bicycles;
- n) portable gaming electronic equipment and/or games;
- o) collections and personal documents (like stamp, medal and coin collections or personal documents);
- p) surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurf boards and sailboards;
- q) theft of clothing from a washing line at your premises; and
- r) drones.

**2. Unspecified personal property: Extended cover**

We cover loss of or damage to your personal property up to the insured amount shown in the schedule and a maximum of 20% (twenty percent) of the unspecified personal property insured amount shown in the schedule for any one article, pair or set (as defined). Cover is limited to the maximum single article, pair or set as shown in the schedule. Cover is provided for the following:

- a) clothing you normally wear;
- b) personal property normally carried on or worn by a person;
- c) personal sporting and camping equipment normally used or worn by a person;
- d) computer equipment and accessories (like laptops, personal computers, e-readers or tablet computers);
- e) computer equipment and accessories (like laptops, personal computers, e-readers or tablet computers);
- f) mobile communication devices (e.g. cellular phones, tablets, mobile data cards (e.g. 3G cards), satellite navigation system receivers (GPS's)) and accessories;
- g) baby equipment, like prams and children's car seats; and
- h) wheelchairs.

However, we do not cover:

- a) caravan and trailer contents, including camper trailers;
- b) gardening equipment controlled by a driver and all tools, spare parts and accessories therein, thereon or attached thereto;

- c) hang gliders, paragliders and parachutes;
- d) bicycles;
- e) collections and personal documents (like stamp, medal and coin collections or personal documents); and
- f) theft of clothing from a washing line at your premises; and
- g) drones.

### 3. Property specified in your schedule

We cover loss of or damage to your property specifically insured in this section. This means that the property must be shown in the schedule under 'All risks'. If it is not shown in the schedule under 'All risks', it is not insured.

a) Audio visual equipment (including mechanical, electrical or electronic breakdown)

We will compensate you for loss of or damage to audio visual equipment as shown in your schedule. Television aerials and satellite dishes are included.

b) Bicycles

We will compensate you for loss of or damage to a bicycle as shown in your schedule, and its accessories.

c) Camping gear

We will compensate you for loss of or damage to your camping equipment and its accessories shown in your schedule.

d) Coins, medals, stamps and personal documents We will compensate you for:

We will compensate you for:

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

e) Eyewear

We will compensate you for loss of or damage to your eyewear shown in your schedule, and its accessories.

We will pay for the replacement cost of the eyewear with the same prescription, but excluding the professional fees in connection therewith, where applicable.

f) Home entertainment devices

We will compensate you for loss of or damage to your home entertainment devices shown in your schedule, including:

- i) accessories;
- ii) caused by mechanical, electrical or electronic breakdown; and
- iii) television aerials and satellite dishes.

g) Items in a bank vault

We will compensate you for loss of or damage to items shown in your schedule which are kept in a vault of a registered bank as shown in your schedule.

Cover is subject to the following conditions:

- i) you must inform us before you remove the valuable articles from the bank vault; and
- ii) while it is removed, you must keep it under a strict and high security measure if you don't wear or use it. If you do not comply with these conditions, we will not cover loss of or damage to your items in a bank vault.

h) Jewellery

We will compensate you for loss of or damage to jewellery as shown in your schedule.

i) Medical equipment

We will compensate you for loss of or damage to your medical equipment and its accessories shown in your schedule.

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

We will compensate you for loss of or damage to mobile communication device and its accessories as shown in your schedule and its accessories.

k) Musical instruments

We will compensate you for loss of or damage to your musical instrument and its accessories shown in your schedule.

l) Other specified items not otherwise defined

We will compensate you for loss of or damage to any other specified articles shown in your schedule.

m) Personal belongings of parents, grandparents, spouse or dependent

We will compensate you for loss or damage to the personal belongings of your parents or grandparents or spouse whilst away from the nursing home, old age home, retirement village or residential care home in which the parent, grandparent or spouse is resident.

n) Personal belongings of students or scholars

We will compensate you for loss or damage to the personal belongings of a student whilst away from the boarding school, college, university, flat, hostel or other student accommodation in which the full-time student.

o) Rider gear

We will compensate you for loss or damage to your rider gear and it's accessories shown in the schedule.

p) Sports gear

We will compensate you for loss of or damage to your sports gear and it's accessories shown in your schedule.

## EXTENDED BASIC COVER

The cover below applies to this section.

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

### 1. Death benefit

We will compensate you if you die within 3 (three months) of being injured by theft, attempted theft or act of violence whilst away from your premises.

### 2. Losses as a result of remote jamming

We will compensate you for losses as a result of remote jamming to property described in the schedule, where you maintain that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, provided that:

- a) you can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but the locking mechanism was blocked by persons using an electronic device. Such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle;
- b) the police case number is supplied to us; and
- c) cover shall only apply to property that is separately and individually specified in your schedule.

### 3. Trauma

We will compensate you for the cost of trauma treatment provided by a registered professional counsellor that you incurred and paid for, and that is not otherwise recoverable from any other insurance or facility, which was sustained due to theft, attempted theft or act of violence whilst away from your premises.

## OPTIONAL COVER (ONLY IF SHOWN IN YOUR SCHEDULE AS INCLUDED)

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

### 1. Pairs and sets waiver

We will compensate you for the entire pair, set or collection if any part of a pair, set or collection is lost or damaged.

## TERMS AND CONDITIONS

Additional General Provisions, Conditions and Procedures for Claims and Accidents (only applicable to this section of the policy).

### 1. Insured amount and basis of indemnity

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

The basis of indemnity for the loss of or damage to the insured property, or part of it, will be the current replacement value of similar new property, limited to the insured amount as shown in your schedule.

### 2. Bicycle value validation

We require that you give us a valuation, invoice, price list or catalogue value of the bicycle shown in your schedule. If you do not comply with this requirement, we will not cover loss of or damage to the relevant bicycle.

### 3. Firearms

You warrant that at all times and in all places you comply with the legal requirements for owning, using and safekeeping a firearm. You must keep any firearms that you are not using in a locked and hidden safe. The safe must be securely attached to the wall or floor.

This condition also applies while the firearms are at any other place you may be staying temporarily.

### 4. Jewellery and watches

This includes items which people wear or use to decorate themselves or their clothes. The item could be made of gold, silver, platinum or other precious metals and set with precious or semiprecious stones.

If you claim for loss of or damage to any watch or article of jewellery, we will pay you out no more than R5,000 (five thousand Rand) for each item or pair, unless you provide a professional valuation for the item or pair by an independent jeweller that is dated less than 5 (five) years before the loss or damage occurred.

You must keep all items that are worth more than the amount shown in the schedule in a securely locked wall-or floor-mounted safe when:

- a) the buildings in which you keep your jewellery or watches are unoccupied; or
- b) you or any person covered by this policy are not actually wearing or carrying the item.

If these items are lost or stolen while they are not in a locked safe under these circumstances, we will not meet any claim you make for loss or damage.

### 5. Pairs or sets

If an article that is lost or damaged was part of a pair or a set, we will not compensate you for more than the article's value proportionate to the total value of the pair or set.

## 6. Proving ownership and value

When you lose or damage an item, we may ask you to provide documentary proof that you own the item and to prove its value by providing either originals or copies of your purchase receipts, payment or valuation certificates either at inception of cover or at the time of the claim. In the absence of such evidence our compensation will be limited to R1,000 (one thousand Rand).

## 7. Valuation for musical instruments

It is a condition of this policy that you must give us a valuation, invoice, price list or catalogue value of the musical instrument shown in your schedule.

If you do not comply with this condition, we will not cover loss of or damage to the relevant musical instrument.

## NOT COVERED BY THIS SECTION

The following are not covered:

1. theft or accidental loss from an unattended motor vehicle, unless there was visible, violent and forcible entry into or exit from the locked boot or locked compartment that forms part of a locked motor vehicle;
2. the cost of reproduction or repair of data of any kind;
3. anything covered by any guarantee, service contract, purchase contract or any purchase agreement of any type;
4. property, whether it will be processed or not, obtained with the purpose to dispose of it in a business transaction (for example, to sell it);
5. vehicles and all tools, spare parts and accessories related and attached thereto;
6. watercraft and all tools, spare parts and accessories related and attached thereto, other than surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurf boards, sailboards and model boats if specified under this section;
7. aircraft or other aerial devices and all tools, spare parts and accessories related and attached thereto;
8. money, securities for money, deeds, bonds, bills of exchange, promissory notes, cheques, postal and money orders, negotiable documents, travel and other tickets, gift vouchers/cards, manuscripts and rare books;
9. depreciation;
10. gradual causes (such as wear and tear, rust, mildew, corrosion, decay); and
11. loss or damage:
  - a) caused by household pests (such as rodents, ants and moths and other insects or their larvae);
  - b) caused by cleaning, repairing or restoring;
  - c) such as mechanical, electrical or electronic breakdown. However, if specifically shown in your schedule, we will cover mechanical, electrical or electronic breakdown of mobile communication devices, audio visual equipment, computing equipment and accessories;
  - d) from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
  - e) due to electronic viruses, trojans, worms or similar destructive media interferences;
  - f) of glass, glassware or any fragile article due to cracking or scratching unless caused by theft or fire. Jewellery, cameras, television or data-reproduction tubes or screens are not excluded; and
  - g) loss or damage to drones, model aircraft and other aerial devices whilst in use.

## DEFINITIONS

We have defined words with specific meanings for each section. In this section the words below mean the following:

### 1. Act of violence

means an assault, robbery, rape, kidnapping or armed car hijack or attempt thereat.

### 2. Audio visual equipment

means recording and reproduction equipment used for capturing, recording, processing, storing, transmitting and reconstructing images or sounds, including all accessories; (e.g. cameras, binoculars, TV's, decoders, portable DVD players, iPods, MP3 and MP4 players).

### 3. Camping gear

means the equipment used for setting up temporary shelter for recreational purposes (e.g. tents, sleeping gear, kitchen and cooking gear).

### 4. Collections

means a group of articles or objects that are meant to be kept together (e.g. coin collections or stamp collections).

### 5. Countries

means worldwide.

### 6. Eyewear

means spectacles, reading glasses, sunglasses or contact lenses.

### 7. Home entertainment devices

means electronic appliances used for recreational purposes, including all accessories (e.g. televisions and decoders).

### 8. Items in a bank vault

means any item that you keep in the vault of a registered bank or safekeeping facility for safekeeping.



## **9. Jewellery**

means an adornment (such as a bracelet, ring or necklace) made of precious metals and may be set with gems. Jewellery also includes watches.

## **10. Medical equipment**

means equipment or devices designed to aid medical conditions and prescribed or issued by a lawfully registered medical institution or practitioner (e.g. external hearing aids, wheelchairs, prosthetic aids). The equipment or devices must be external and removable and may not be consumed or dissolved in the body.

## **11. Mobile communication devices**

means portable electronic items, used for mobile communication, including all accessories (e.g. cellular phones, tablets, satellite navigation system receivers (GPS's)).

## **12. Musical instruments**

means instruments used to produce melodic sound, e.g. a guitar. The musical instrument must be officially recognised by an academic institution that offers music as part of its curriculum.

## **13. Personal document**

means personal deeds, wills, agreements, maps, plans, records, books, letters and certificates, but excludes negotiable instruments or share certificates.

## **14. Personal belongings**

means the personal effects carried on your person and household contents belonging to your parent or grandparent or spouse or a student that is not residing at your risk address.

We do not cover the following personal belongings:

- a) money, bank cards, pre-paid cellular or phone vouchers and any other negotiable instruments;
- b) being furs, jewels, jewellery, gemstones, watches, articles made from platinum, gold or silver, art and collectibles.

## **15. Photographic equipment**

means equipment used for the capturing of still or motion photographic images, including all accessories (e.g. a camera and video camera).

## **16. Sports gear**

means items that are worn or used in an official sporting activity or game (e.g. golfing equipment like clubs, golfing shoes and carry bag).

## **17. Rider gear**

means items such as clothing, riding apparel, helmets, leather suits, protective gear and the like.

Damage of rider gear means damage rendering the rider clothing, riding apparel or gear unsafe for normal use and will exclude only cosmetic damage where the safety of the rider clothing, riding apparel or gear has not been compromised in our opinion or one of our representatives opinion's.

## **18. You/Your**

means the names shown in your schedule, including your spouse and any other members of your family or your spouse's family who normally live with you.

**BASIC COVER****1. Loss or damage to computer equipment (hardware)**

We will compensate you for physical loss or damage to electronic equipment that you specify in the schedule.

Cover includes:

- a) accessories;
- b) standard software; and
- c) loss or damage caused by mechanical, electrical or electronic breakdown.

**EXTENDED BASIC COVER**

The cover below applies to this section.

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

**1. Death benefit**

We will compensate you if you die within 3 (three) months of being injured by:

- a) fire, theft, attempted theft, hijacking or burglary in your private residence or outbuildings, or on your premises; and
- b) theft, attempted theft or act of violence whilst away from your premises.

**2. Express delivery and overtime**

We will compensate you for any reasonable costs of express delivery, overtime on Sunday, and holiday rates of wages in connection with repair, reinstatement or replacement of equipment:

- a) up to a limit of 50% (fifty percent) of the amount which the repair, reinstatement or replacement would have cost without these extra expenses; and
- b) subject to the overall compensation in respect of each item of property listed in your schedule.

**3. Incompatibility cover: Hardware**

We will compensate you in respect of modifications or alterations to the computer equipment insured directly consequent upon a valid loss or damage to ensure the operating integrity of the electronic system,

provided that:

- a) the costs provided for shall be necessarily and reasonably incurred to maintain normal working conditions;
- b) such additional costs shall be incurred as a direct consequence of valid loss or damage in terms of this section; and the cover provided under this extension shall be limited to; and
- c) parts or components of the electronic system which are not covered under the basic cover.

**4. Incompatibility cover: Licensed software**

We will compensate you if your computer is damaged to the extent that it cannot be repaired and we replace it, we will pay to replace your licensed software that is incompatible with the replacement computer.

**5. Restoration of programs and/or data**

We will compensate you for costs and expenses reasonably incurred in the restoring/recompilation of data and/or records and/or programs recorded on data carrying media, which are lost as a result of accidental erasure.

We will not pay for loss caused by program errors, computer viruses, incorrect entry or the inadvertent cancellation or corruption of data.

**6. Losses as a result of remote jamming**

We will compensate you for losses as a result of Remote Jamming to property described in your schedule where you maintain that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, provided that:

- a) you can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but the locking mechanism was blocked by thieves using an electronic device. Such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle;
- b) the police case number is supplied to us; and
- c) cover shall only apply to property that is separately and individually specified in your schedule.

**7. Trauma**

We will compensate you for the cost of trauma treatment provided by a registered professional counsellor that you incurred and paid for, and that is not otherwise recoverable from any other insurance or facility, which was sustained due to theft, attempted theft or act of violence whilst away from your premises.

## NOT COVERED BY THIS SECTION

The following are not covered:

1. anything covered by any guarantee, service contract, lease agreement, purchase contract or any purchase agreement of any type;
2. gradual causes (such as wear and tear, rust, mildew, corrosion, decay);
3. failure of parts having a short life such as (but not limited to) X-ray tubes, bulbs, valves, fuses or contacts. However, if such parts are damaged as a result of an accident to other parts of the insured property, we will compensate you for the remaining value of such parts;
4. loss of use of the insured property, or other consequential loss, damage or liability of any kind, other than losses specifically covered in this Section;
5. theft from a vehicle which is left unattended and where the insured property was not in the locked boot or locked interior of the vehicle;
6. depreciation;
7. property, whether it will be processed or not, obtained with the purpose to dispose of it in a business transaction (for example, to sell it);
8. loss or damage caused by household pests (such as rodents, ants and moths and other insects or their larvae);
9. loss or damage caused by cleaning, repairing or restoring; or
10. loss or damage caused from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and fraud.

## TERMS AND CONDITIONS

Additional General Provisions, Conditions and Procedures for Claims and Accidents (only applicable to this section of the policy).

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

- a) If the insured property is damaged and can be repaired, you will be compensated for the cost of restoring it to working order, based on the customary daily rate of wages including tax and customs duties.
- b) If all or part of the insured property is totally lost or destroyed, compensation will be based on the current new replacement cost including tax and customs duties, provided that:
  - i) if you are unwilling or unable to replace or reinstate the property with equipment identical in every respect; or,
  - ii) if you fail to replace or reinstate it within 6 (six) months of the date of the loss or damage (or such further time as we may allow in writing), we will compensate you for the market value of the property immediately before the loss or damage.
- c) If at the time of the loss or damage the sum for which the equipment is insured is lower than its installed new replacement value, we will only pay a proportion. This will be calculated as the proportion that the sum insured bears to the installed new replacement value.

### 2. Surge arrestors

It is a condition of this policy that SABS approved surge arrestors are installed at your structures as shown in your schedule.

If you do not comply with this condition, we will not cover your contents against loss or damage caused by lightning, thunderbolt or power surge.

## DEFINITIONS

We have defined words with specific meanings for each section. In this section the words below mean the following:

### 1. Compensate/compensation

means our liability to settle your approved claim either by payment, or by reinstatement, or by repair, as set out in this section.

### 2. Computer equipment

means electronic devices that process large amounts of data using software (e.g. laptops and tablet computers). Software means organised information in the form of operating systems, programs and applications that enable computers to work. The software must be commercially available with a standard retail pricelist.

### 3. Countries

Cover under this section of your policy is worldwide.

### 4. Data carrying materials

means removable disk drives and pen drives.

### 5. Insured property

means electronic equipment, programs and data as shown and described in the schedule.

### 6. Laptop

means portable electronic devices that process large amounts of data using software.

### 7. Power surge

means a sudden variation of voltage magnitude or a power spike in any electrical system, causing a variance in the household supply of electricity.

### 8. Reinstatement of programs and/or data

means the costs incurred in order to reinstate/recompile data which has been lost, damaged or corrupted.

**9. Software**

means organised information in the form of operating systems, programs and applications that enable computers to work. The software must be commercially available with a standard retail pricelist.

**10. You/Your/Yours/Yourself**

means the person whose name and address are on the schedule, together with any family members who normally live with that person.

**BASIC COVER**

This section is applicable to any motor vehicle as defined under the definitions of this section.

Compensation will depend on the limits shown in the schedule, who we insure, what we insure and the type of cover you have chosen as shown in your schedule.

**1. Who we insure**

The following people are insured:

- a) the policyholder, spouse and co-insured;
- b) the principal/main drivers named in your schedule;
- c) the drivers nominated/named in your schedule; and
- d) a person driving your vehicle with your permission where the policy is not issued on a nominated/named drivers basis.

**2. What we insure**

We insure the following:

- a) the vehicle as stated in your schedule or any replacement vehicle; and
- b) the maximum compensation we give for a replacement vehicle is not more than the retail value of the insured vehicle on your policy.

**3. Types of cover**

- a) Comprehensive

If you have this option, we cover accidental loss of or damage to the vehicle. If we decide that it is not economical to repair the vehicle, our compensation will be based on the retail value of the vehicle. Cover provided includes amounts for which you are legally liable to a third party if the liability relates to the vehicle.

- b) Limited (fire, theft, hijack and third party)

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

- c) Third party only

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

- d) Laid up cover

You warrant that the vehicle is "laid up" and out of use. All cover under this policy is suspended other than in respect of basic cover and the riot and strike extension (if stated to be included) but only whilst the vehicle is confined to the premises and in a securely locked garaged where it is laid up. Cover provided is restricted to loss or damage resulting from fire, self-ignition, lightning or explosion, or for theft or attempted theft of the insured vehicle only.

The cover is not available if your vehicle is a trailer, caravan, motor cycle, golf cart, recreational tractor or mobile home.

We will not pay for:

- i) loss of use, reduced value, wear and tear, or mechanical, electrical or computer breakdowns, failures or breakages;
- ii) loss of value following repair;
- iii) loss or damage arising from theft while the ignition keys of your vehicle have been left in or on the vehicle; and
- iv) damage by pests.

**EXTENDED BASIC COVER**

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

**1. Child seat**

We will compensate you for the reasonable value of a child seat or will replace the child seat if you have a child seat fitted to your insured vehicle and the vehicle is involved in an accident or is damaged by fire or theft/hijacking and the child seat is either lost or damaged.

**2. Cover for damage to borrowed or hired cars (when your car is out of use for repair)**

If you borrow or hire a motor car that is not insured by its owner, and use it as replacement for a vehicle insured under this Policy which is out of use for overhaul, upkeep or repair, we will, at your request, compensate the owner for loss or damage up to the lesser of the following amounts (less any Excess that would have applied to your own vehicle):

- a) the retail value (adjusted for mileage and condition) of the borrowed car; or
- b) the amount you would be paid under this Policy had your vehicle been written off.

### **3. Death benefit**

We will compensate you in the event of an accident resulting in the death of you and/or the death of any passenger within 3 (three) months of such accident.

### **4. Delivery after repairs**

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

### **5. Difference in excess cover for a rented vehicle**

We will compensate you for the difference between your basic excess and the excess of a vehicle you have rented after the rental vehicle was stolen or damaged where the excess on the rented vehicle is more than the excess that applies to your vehicle state in the schedule.

This cover is subject to the following conditions:

- a) your vehicle has comprehensive cover under this section;
- b) you must have a valid claim for your vehicle under this section;
- c) you rented a substitute vehicle or we arranged a rental vehicle for you; and
- d) you have taken the insurance protection offered by the car hire company.

### **6. Emergency accommodation**

We will compensate you for accommodation for up to 2 (two) nights for you and any passenger travelling with you if you cannot complete your journey in the vehicle because it is lost or damaged.

This cover will not apply if you claim for tow-in cost and safeguarding after mechanical breakdown of your vehicle.

### **7. Emergency costs**

We will compensate you for costs of emergency services (other than fire extinguishing costs, covered separately) that you are liable to pay to any public authority after any loss of or damage to the vehicle.

### **8. Emergency repairs**

We will compensate you for emergency repairs to allow you to continue your journey if you have a valid claim for your vehicle under this section.

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

### **9. Fire extinguishing costs**

We will compensate you for any costs relating to extinguishing or fighting fire if the fire posed a danger to your vehicle and if you are legally liable for these costs.

### **10. Locks, keys, remote controls and access cards/tags**

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

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

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

### **11. Medical expenses of passengers (other than your family)**

We will compensate you for medical expenses of passengers after they sustained bodily injury while travelling in your vehicle, which was involved in an accident or hijacking incident.

This cover is subject to the following conditions:

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

### **12. Medical expenses of passengers (your family)**

We will compensate you for medical expenses of passengers after they sustained bodily injury while traveling in your vehicle, which was involved in an accident or hijacking incident.

This cover is subject to the following conditions:

- a) the passenger is a member of your family who normally lives with you;
- b) at the time of the injury, your family member must be seated in your vehicle's permanent enclosed passenger-carrying compartment;
- c) you incurred and paid for the medical expenses; and
- d) there is no compensation from another insurance policy or facility.

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

We will compensate you for the reasonable costs you incur with our written consent to recover your vehicle when it is found after it has been stolen or hijacked. This cover only applies if your vehicle is covered against theft or hijacking.

### **14.Repatriation costs: Insured vehicle**

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

### **15.Repatriation costs: Mortal Remains**

We will compensate you the reasonable cost to repatriate a patient or return of mortal remains to the Republic of South Africa where you have been involved in the event of an accident resulting in the death. Cover is provided for you and any passenger travelling with you.

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

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

- a) you have a valid claim for the car or light delivery vehicle under this section; and
- b) we decide that it is not economical to repair the car or light delivery vehicle; or
- c) the car or light delivery vehicle is stolen and not recovered within a reasonable period; and
- d) the car or light delivery vehicle is not more than the period shown in the schedule from the date of first registration; and
- e) the car or light delivery vehicle has travelled less than distance shown in the schedule; and
- f) a similar new car or light delivery vehicle is available on the local new-vehicle market.

If you refuse to accept replacement of your car or light delivery vehicle with a similar make and model, our compensation will be the limit of compensation of the car or light delivery vehicle as shown in your schedule.

### **17.Special alterations**

If you are permanently and totally disabled as a direct result of a motor accident, and as a result of the disability, you are permanently dependent on a wheelchair for mobility, we will, in addition to any amount payable, contribute towards the purchase of a wheelchair and/or alterations to your private motor vehicle and/or your private dwelling to facilitate the use of such a wheelchair.

### **18.Tow-in cost and safeguarding**

We will compensate you for the reasonable costs to safeguard your vehicle and move it to the closest repairer if you have a valid claim for the vehicle under this section.

This cover is restricted to the Republic of South Africa, Namibia, Lesotho, Botswana, eSwatini, Zimbabwe, Malawi and Mozambique.

### **19.Tracking device (only applicable to comprehensively insured vehicles)**

We will compensate you for 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. Our compensation 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; and
- c) we must authorise the installation.

### **20.Trauma**

We will compensate you for the costs of trauma treatment which was sustained due to an accident, hijacking or attempted hijacking of your vehicle or a vehicle not shown in your schedule.

This cover is subject to the following conditions:

- a) the trauma treatment must be given by a registered professional counsellor;
- b) you must incur and pay for the costs; and
- c) it must not be possible to recover the expenses from any other insurance or facility.

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

We will compensate you for loss of or damage to a vehicle you have purchased, but only for the first 72 (seventy-two) hours after you have taken physical possession of the vehicle. This cover applies only if all of the following conditions are met:

- a) you have purchased the vehicle from a member of the motor trade;
- b) the seller has no insurance that covers the vehicle;
- c) you have at least one vehicle insured for comprehensive cover under this policy; and
- d) you add the vehicle for comprehensive cover under this policy before we will handle your claim.

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

- a) the reasonable market value of the vehicle you have bought; or
- b) the limit of compensation as shown in your schedule.

### **22.Wreckage and debris removal**

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

## OPTIONAL COVER (ONLY IF SHOWN IN YOUR POLICY SCHEDULE AS INCLUDED)

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

### 1. 4X4: Extended cover

This cover only applies to a car or light delivery vehicle mentioned in your schedule and insured for comprehensive cover.

#### a) Car Hire outside the Republics of South Africa

We will compensate you for the reasonable cost to hire a vehicle in the countries included in this section neighbouring the Republic of South Africa if the insured vehicle is damaged or lost, or breaks down, provided that our compensation is limited to the amount shown in the schedule;

We will not compensate you for:

- i) any insurance excess included in the policy covering the hired vehicle;
- ii) costs associated with the operation of the hired vehicle, including fuel and a fuel deposit;
- iii) traffic fines and administrative fees for traffic fine; and
- iv) windscreen and side-glass claims.

#### b) Contents of 4X4 or off-road vehicles (only if shown in your schedule as included)

We will compensate you for loss of or damage to the contents of your 4X4 or off-road vehicle, while the contents are kept in your vehicle or its side tent. The basis of indemnity for the loss of or damage to the insured property will be the replacement value of similar new property provided that our compensation is limited to the amount as shown in the schedule.

We will not compensate you for:

- i) fixtures and fittings of your 4X4 or off-road vehicle;
- ii) loss of or damage to tools or goods and samples relating to a business, trade or occupation;
- iii) damage to glass, glassware or other breakable articles, due to cracking, scratching or breakage, unless your vehicle was involved in an accident.

#### c) Extended countries

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

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

We will determine the value of the wreckage at 20% (twenty percent) of the value for the vehicle as defined in your schedule. We will subtract this amount from the amount of any settlement to you.

#### d) Repatriation costs: Mechanical and electrical breakdown

We will compensate you for the reasonable costs for the repatriation of the insured vehicle in the event of mechanical or electrical breakdown or if damaged, and any insured trailer attached to the insured vehicle, provided that our compensation is limited to the amount as shown in the schedule.

#### e) Return flights

We will compensate you for the reasonable cost of return flights to the Republic of South Africa for the occupants in the vehicle, provided that our compensation is limited to:

- i) a maximum of 5 (five) persons per insured vehicle being the driver and a maximum of four passengers; and
- ii) the amount as shown in the schedule.

#### f) Temporary accommodation

We will compensate you for the reasonable cost temporary accommodation in the countries included in this section neighbouring the Republic of South Africa for the occupants in the vehicle, provided that our compensation is limited to:

- i) a maximum of 5 (five) persons per insured vehicle being the driver and a maximum of 4 (four) passengers; and
- ii) the amount as shown in the schedule.

#### g) Winching equipment (only if shown in your schedule as included)

We will compensate you for the reasonable costs for sudden and unforeseen mechanical and/or electrical breakdown, failure, or breakage of the winching equipment of the vehicle, provided that our compensation is limited to the amount as shown in the schedule.

We will not compensate you for breakdown and failure or breakage:

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

Cover provided under the 4X4: Extended cover is subject to you arranging and paying the upfront costs for 1.a) (if optional cover is taken), 1.c), 1.d), 1.e) and 1.f) (if optional cover is taken). We will reimburse in terms of the cover and our limits of compensation upon your return to the Republic of South Africa, following the formal submission of a claim, together with the relevant substantiating documentation.



## 2. Car Hire outside the Republic of South Africa (excluding 4X4 and 4X2 vehicles)

We will compensate you for the reasonable cost to hire a vehicle in the countries included in this section neighbouring the Republic of South Africa if the insured vehicle is damaged or lost, or breaks down, provided that our compensation is limited to the amount shown in the schedule;

We will not compensate you for:

- a) any insurance excess included in the policy covering the hired vehicle;
- b) costs associated with the operation of the hired vehicle, including fuel and a fuel deposit;
- c) traffic fines and administrative fees for traffic fine; and
- d) windscreen and side-glass claims.

Cover provided is subject to you arranging and paying the upfront costs. We will reimburse in terms of the cover and our limit of compensation as shown in the schedule upon your return to the Republic of South Africa, following the formal submission of a claim, together with the relevant substantiating documentation.

## 3. Classic motor: Extended cover

This cover only applies to classic cars as defined shown in your schedule and insured for comprehensive cover.

### a) Basis of indemnity

#### i) Agreed value (only if shown in your schedule as applicable)

We will compensate you for the agreed amount stated in the schedule in respect of loss or damage to the classic car.

#### ii) Basis of indemnity: Market value (only if shown in your schedule as applicable)

We will compensate you for the market value in respect of loss or damage to the classic car.

#### iii) Basis of indemnity: Retail value (only if shown in your schedule as applicable)

We will compensate you for the retail value in respect of loss or damage to the classic car.

### b) Cherished Remains

You shall have first option to buy the salvage in the event that the classic car is declared uneconomical to repair (which shall be deemed when the reasonable cost of repair exceeds 70% (seventy percent) of the agreed, market or retail value, per the basis of indemnity shown in the schedule. In such instances the purchase price of the salvage shall be set at 15% (fifteen percent) of the agreed, market or retail value, as applicable, or 5% (five percent) if the vehicle was burnt out by fire, provided that you forfeit this option to purchase the salvage in the event that at the time of a loss the insured vehicle is under-insured to the extent that the reasonable market value of the classic car is more than 20% in excess of the agreed, market or retail value as applicable.

### c) Fire extinguisher requirement

We will only compensate you for loss or damage to your classic car resulting from fire if a SABS approved fire extinguisher being kept in the vehicle at all times.

### d) Parts Temporarily Detached

We will indemnify you for temporary detached parts, provided that:

- i) our liability is limited to 40% (forty percent) of the reasonable agreed, market or retail per the basis of indemnity shown in the schedule.
- ii) the parts have been removed or detached from the vehicle for the purpose of restoration, service or repair;
- iii) the parts are in your custody or control or in the custody and control of a repairer; and
- iv) the parts are secured in a locked private or public garage.

### e) Type of cover

#### i) Fire and explosion (only if shown in your schedule as applicable)

If you have this option, we only cover the classic car for fire and explosion only at the risk address shown in your schedule.

#### ii) Limited mileage (only if shown in your schedule as applicable)

If you have this option, we cover your classic car comprehensively and will mean the classic car may only travel the maximum distance as shown in your schedule per any 1 (one) annual period of insurance.

## 4. Credit shortfall: With residual

We will compensate you for the difference between the value of your vehicle as shown in your schedule and the outstanding settlement value in terms of a credit agreement that you entered into.

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

- a) in our opinion beyond economic repair following loss or damage; or
- b) stolen and not recovered within a reasonable period.

The credit agreement that you entered into must fall under the definition of credit agreement given in the National Credit Act (Act 34 of 2005). Our compensation is limited to any amount still outstanding on your credit agreement less:

- a) any arrear installments or rentals, including interest payable on the arrears;
- b) all refunds of premium for cancellation of any insurance cover relating to your vehicle.

The percentage of the residual value is shown in your policy schedule.

#### **5. Credit shortfall: Without residual**

We will compensate you for the difference between the value of the vehicle, which is a car or light delivery vehicle as shown in your schedule, and the outstanding settlement value in terms of a credit agreement that you entered into.

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

- a) in our opinion beyond economic repair following loss or damage; or
- b) stolen and not recovered within a reasonable period.

The credit agreement that you entered into must fall under the definition of credit Agreement in the National Credit Act, 2005. Our compensation is limited to any amount still outstanding on your credit agreement less:

- a) any arrear instalments or rentals, including interest payable on the arrears;
- b) all refunds of premium for cancellation of any insurance cover relating to the vehicle; and
- c) the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled. This applies if you had arranged to pay lower instalments for an initial period and a higher instalment at a later stage. In this case, we will not compensate you for the remaining amount you owe. We will only compensate you for what you still would have owed if you had arranged to pay back the loan in equal instalments over the term of the loan.

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

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

Our compensation is limited to the amount shown in your schedule.

We will not compensate you for:

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

#### **7. Retail value booster (only applicable to comprehensively insured vehicles)**

We will compensate you for an additional 15% (fifteen percent) of the retail value of the insured vehicle if your vehicle is older than period shown in the schedule in the event your vehicle is written off or stolen or hijacked.

#### **8. Riot and strike (outside the Republic of South Africa and Namibia)**

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:

- a) civil commotion, labour disturbances, riot, strike or lockout; or
- b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 7. (a) above, provided that this extension does not cover:
  - i) loss or damage occurring in the Republic of South Africa and Namibia;
  - ii) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
  - iii) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
  - iv) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority; or
  - v) loss or damage related to or caused by any occurrence referred to in general exceptions as set out in sections 6. b) i), ii), iii), iv) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If we allege that by reason of sub-clauses (i), (ii), (iii), (iv) or (v), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

#### **9. Specified accessories (such as car sound equipment)**

We will compensate you for loss of or damage to accessories that form part of your vehicle.

We also cover the accessories temporarily removed from your vehicle. Detail of the specified accessories is shown in your schedule.

Our compensation is limited to the amount shown next to each specified item in your schedule.

#### **10. Tools, spare parts and travel accessories**

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

#### **11. Track school cover (only applicable to the motorcycle section of the policy)**

Notwithstanding anything stated elsewhere in this policy we agree to provide basic cover whilst the named rider is using the motorcycle at an approved track school for motorcycle classes A, B, C and D (as categorised by such approved track school). We do not cover vehicle loss or damage and liability when the motorcycle is used on any race or trial track not totally controlled by a registered track school event organisation. Open track day or race events are not regarded as under the total control of any registered track organisation.

The approved track schools are shown in your schedule.

## **12. Vehicle glass (only applicable to comprehensively insured vehicles)**

We will compensate you for the costs of replacing or repairing any accidentally damaged windscreen, window glass, external mirrors, sunroofs, head, tail or fitted spotlights including any safety or protection film applied thereto. Cover under this section includes any scratches on the bodywork of your vehicle caused directly by the broken glass.

The excess for these claims is as per your schedule, provided there is no other damage to the vehicle.

If the windscreen, window glass, external mirrors, head, tail or fitted spotlights are repaired and not replaced, then you will not have to pay the excess.

## **13. Vehicle glass: Bullet proof glass (only applicable to comprehensively insured vehicles)**

We will compensate you for the costs of replacing or repairing any accidentally damaged bullet proof glass fitted to your vehicle.

The excess for these claims is as per your schedule, provided there is no other damage to the vehicle.

If the bullet proof glass is repaired and not replaced, then you will not have to pay the excess.

## **14. Write-off accelerator (only applicable to comprehensively insured vehicles)**

We will allow the insured vehicle to be written off where the costs of repairs the damage caused in the event of a valid claim exceeds 50% (fifty percent) of the repair costs of such damage following a single event at your request.

Any damage that happened before the write-off event will not be taken into account when calculating the write-off amount.

The repair cost of any pre-existing damage will be deducted from your settlement.

## **VEHICLE THIRD PARTY LIABILITY**

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

### **1. Limit of compensation**

We will compensate you for amounts for which you are legally liable to a third party due to an event which happens or arises in connection with your use of the vehicle.

The limit includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

### **2. Legal liability to third parties**

We will compensate you for amounts for which you are legally liable to a third party due to an event which happens or arises in connection with:

- a) the use of your vehicle;
- b) using the vehicle to tow any single vehicle, trailer or caravan; or
- c) the loading and unloading of the vehicle.

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

We will compensate any person, other than you, for amounts for which they are legally liable to a third party due to an event which happens or arises from the other person's use of the vehicle, including the loading of any load onto or off the vehicle.

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

- a) they comply with all the General Terms and Conditions of the policy and the terms and conditions of this section in so far as they apply;
- b) they were using the vehicle with your express permission;
- c) they are not entitled to compensation for the third party claim by any other insurance policy; and
- d) they were not refused vehicle insurance or the continuation of any vehicle insurance during the 3 (three) years before the date of the event.

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

We will compensate you for amounts for which you are legally liable to a third party due to an event which happens or arises in connection with:

- a) your use of a vehicle;
- b) the towing of any single vehicle, trailer or caravan by the vehicle; and
- c) the loading and unloading of the vehicle you are using.

However we will not compensate you for damage to the vehicle you are using.

This legal liability is offered only if:

- a) you drive the vehicle;
- b) the vehicle you are using is a car, a light delivery vehicle, a caravan, a trailer, a motorcycle or a motor-home (all, except vehicle, as described in definitions of this section);
- c) you do not own the vehicle;
- d) the vehicle is not leased to you;
- e) the vehicle is not hired to you; and
- f) you are not purchasing the vehicle in terms of any credit agreement.

## 5. Passenger liability

### a) Cars or light delivery vehicles

We cover amounts for which you are legally liable due to accidental death or injury to a person who, at the time of the event, is transported as a passenger in your vehicle.

### b) In or on the load body of light delivery vehicles (only if shown in your schedule as included)

We cover amounts for which you are legally liable due to accidental death or injury to a person who, at the time of the event, is transported in or on the load body of your light delivery vehicle.

### c) Motorcycles (only if shown in your schedule as included)

We cover amounts for which you are legally liable due to accidental death or injury to a person who, at the time of the event, is transported as a passenger on your insured motorcycle.

### d) Special vehicles (only if shown in your schedule as included)

We cover amounts for which you are legally liable due to accidental death or injury to a person who, at the time of the event, is transported as a passenger in your vehicle.

## 6. Representation/defence

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

- a) representation at any legal autopsy or inquest relating to any death; and
- b) the defence for any action which is the cause of or related to any event.

## TERMS AND CONDITIONS

Additional General Provisions, Conditions and Procedures for Claims and Accidents (only applicable to this section of the policy).

### 1. Class of use

#### a) Private

If the use of the vehicle is shown in your schedule as "private", the vehicle may be used for social and domestic purposes and for purposes of pleasure. The vehicle may also be used for your profession and journeys between your place of residence and permanent place of business. It may also be used for the purpose of business, trade or occupation, but only in exceptional circumstances. If you use your vehicle for business, trade or occupation regularly, for example, you use it for business once or twice every week, it will not be covered under the private class of use.

#### b) Business

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

This policy does not cover any of the following uses of the vehicle for all classes of use:

- i) hiring;
- ii) carrying passengers for hire or passengers who pay a fare (other than vehicle sharing to conserve fuel as defined in section 2: 'vehicle sharing conditions' below);
- iii) driving instruction for reward;
- iv) towing another vehicle for reward;
- v) racing anywhere; or
- vi) on a race track, circuit or test circuit whether an organised event or not;
- vii) speed trials or speed-testing anywhere;
- viii) rallying or competitions involving timing;
- ix) carrying explosives, hazardous substances/materials that require permission or permits from authorities;
- x) carrying more passengers or weight than the vehicle is licensed or designed to carry;
- xi) being anywhere outside the countries shown;
- xii) being in the possession, custody or control of a member of the motor trade, except for the purpose of maintenance or repair;
- xiii) if the vehicle is a caravan or trailer, used for any business, trade or occupation or the carriage of any passengers.

### 2. Vehicle sharing conditions

The acceptance of payment for giving lifts to passengers, when it is part of a vehicle sharing agreement for social purposes or commuting, will not be regarded as excluded under the description of use conditions, provided that, provided that:

- a) the passengers are not being carried in the course of a passenger-carrying business; and
- b) the total payments received for such journeys do not involve any element of profit.

### 3. Unavailable parts

If a part that is needed to repair the vehicle after loss or damage has occurred, is not available as a standard (ready-made) part in the Republic of South Africa, we will compensate you for an amount equal to the value of the part at the time of the loss or damage. We will compensate you for the value of the part according to the price provided in the most recent catalogue or price list relative to the vehicle. This amount includes the reasonable cost to transport the part (other than by air).

#### 4. Interest of a title holder

If a valid claim occurs and we are advised that the vehicle is the subject of a credit agreement as defined in the National Credit Act, 2005, you agree that we will pay the title holder shown in the agreement up to the outstanding amount only, limited to the value as shown in your schedule for the vehicle.

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

#### 5. Golf cars

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

- a) the driver is 16 (sixteen) years or older; and
- b) your vehicle is used on a golf course.

#### 6. Named driver basis of cover (only if shown in your schedule as applicable)

We will cover the insured vehicle only while it is being driven by you or your spouse, or any driver named in schedule, or by a mechanic who is carrying out repairs or maintenance of the vehicle.

#### 7. Named rider basis of cover (applicable to motorcycles)

We will only cover the insured motorcycle whilst it is being ridden by or under the control of a person named/nominated as a rider in your schedule. This exclusion does not apply where the motorcycle or quad bike is used for off-road use only.

#### 8. Rebuilt/reinstated vehicles registered as code 3

In the event of theft or total loss of the insured vehicle, claims settlement will not be based on retail value. We will not pay more than the reasonable market value as determined by the motor trade, or the amount shown on a valuation certificate (by an approved and recognised valuator) that you supply to us prior to the theft/total loss of the vehicle, whichever amount is the greater, not exceeding the limit of indemnity shown in your schedule, less the excess. The valuation certificate must not be older than one year at the time of loss.

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

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

- a) the driver is 16 (sixteen) years or older; and
- b) your vehicle is not used on a public road.

#### 10. Security measures

##### a) Security device

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

- i) the required security device is installed in or on the vehicle;
- ii) the required security device is in a working condition; and
- iii) the required security device is activated or put into operation when the vehicle is left unattended.

##### b) Tracking device

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

- i) the required tracking device is installed in or on the vehicle;
- ii) a legally valid contract has been entered into between you and the supplier of the tracking device, this contract is in force, and the monthly fees had been paid in full at the time of any theft or hijacking or attempted theft or hijacking;
- iii) the required tracking device is activated and in operation at the time of any theft, hijacking or attempted theft or hijacking;
- iv) the theft or hijacking is immediately reported to the supplier of the required tracking device; and
- v) either the required tracking device is self-testing, or you have arranged that it is tested at least once every (6) six months.

##### c) Motion sensing alarm (motor cycles and quad bikes)

If a motion sensing alarm is required, as described in your schedule for the vehicle, loss of or damage to the vehicle after theft will be covered only if:

- i) the required motion sensing alarm is installed in the vehicle;
- ii) the required motion sensing alarm is in a working condition; and
- iii) the required motion sensing alarm is activated or put into operation when the vehicle is left unattended.

##### d) Locked and secured building requirement (motorcycles and quad bikes)

Loss of or damage to any off road motorcycles and/or quad bikes will only be covered for theft if such off road motorcycle or quad bike is contained or housed in a securely locked building or outbuilding of standard construction on the your private residence or your business premises stated in your schedule.

## 11. Traffic offences

You must advise us of any endorsement suspension or cancellation of your driving licence or that of any person who drives the vehicle, whether the endorsement or cancellation is on the licence or with the authorities, or of any change or proceedings relating to reckless or negligent driving or driving under the influence of alcohol or as a result of where alcohol concentration of the driver exceeds the limit as envisaged by section 65 of the National Road Traffic Act, 1996 (as amended or substituted) and the regulations promulgated thereunder, or any similar legislation which applies to the territorial limits referred to in this policy or where the driver of the vehicle was under the influence of intoxicating liquor or drugs with a narcotic effect (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself or herself).

## 12. Vehicle 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 immediately based on the outcome of the inspection.

## 13. Vehicle inspection requirement (motorcycles and quad bikes)

It is a requirement of the policy for you to obtain a completed inspection certificate required on any used vehicle as defined under this section of the policy when such vehicle is not bought from a recognised motor vehicle dealer. This can be carried out either by us or an authorised supplier of our choice.

## NOT COVERED BY THIS SECTION

### 1. Vehicle loss or damage

None of the following are covered, unless otherwise included in your schedule:

- a) mechanical, electric or electronic breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
- b) damage to the engine, unless some other part of the vehicle is damaged in an accident at the same time or, unless such damage is caused by thieves or persons with malicious intent;
- c) depreciation in value whether from repairs or otherwise;
- d) gradual damage (such as wear, tear, rust, fading, mildew, corrosion, decay). Loss or damage must be sudden and unforeseen;
- e) damage to tyres by the application of brakes or by punctures;
- f) cuts to or bursting of tyres caused by road hazards;
- g) damage to the suspension system due to unevenness of the road or other surface or due to impact with such unevenness;
- h) loss or damage from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
- i) for loss or damage to any vehicle not adequately secured to any transport vehicle or trailer;
- j) loss of or damage to your vehicle anywhere outside the countries; or
- k) loss of or damage to your vehicle while it is in the possession, custody or control of a member of the motor trade, except for the purpose of maintenance or repair.

### 2. Vehicle liability

None of the following are covered unless otherwise included in your schedule:

- a) the amount of any compensation payable by any compulsory motor vehicle insurance legislation;
- b) your legal responsibility arising from:
  - i) using any tool or plant (including any machinery) attached to the vehicle;
  - ii) death of, or bodily injury to, any person you employ, if the death or bodily injury arises from and in the course of such employment;
  - iii) death of or bodily injury to any member of the same household as you;
  - iv) death of or bodily injury to any person who, at the time, was carried in or on your vehicle shown in your schedule as a caravan or trailer;
  - v) death of or bodily injury to any person who, at the time, is carried in or on your vehicle or a vehicle not shown in your schedule, while it is towed;
  - vi) damage to property belonging to you or held in trust by you or in your custody or control;
  - vii) damage to property conveyed by or loaded onto or unloaded from your vehicle or a vehicle not shown in your schedule;
- c) legal costs and expenses incurred after the date that we paid or offered to pay the full amount of a claim, a lesser amount needed to settle a claim, or the maximum amount for which we are liable for a claim; or
- d) where the regular driver is not the policyholder (whose name is shown in your schedule) or spouse or any member of your family or your spouse's family who normally lives with you, the legal liability of the regular driver if the regular driver uses a vehicle not shown in your schedule.

### 3. Vehicle loss or damage and liability to your vehicle or a vehicle not shown in the schedule

We do not cover loss of or damage to your vehicle or a vehicle not shown in the schedule or liability incurred:

- a) if the vehicle is used for any purpose not described in the class of use shown in your schedule for that particular vehicle;
- b) if you are using the vehicle while you are under the influence of intoxicating liquor or drugs, or your blood or breath alcohol concentration exceeds the legal limit;

- c) if any other person is using the vehicle with your express or implied permission who, to your knowledge, is under the influence of intoxicating liquor or drugs or their blood or breath alcohol concentration exceeds the legal limit;
- d) if you are using the vehicle and you do not have a licence to drive the vehicle, irrespective of where the vehicle is being driven;
- e) if any person is using the vehicle with your express or implied permission and the person does not have a licence to drive the vehicle, irrespective of where the vehicle is being driven.
- f) if the driver type is shown in your schedule as "named driver" and any person not named in your schedule as one of the named drivers, drives your vehicle at the time of the loss or damage;
- g) resulting directly from the fact that your vehicle or a vehicle not shown in your schedule is not roadworthy.

## DEFINITIONS

We have defined words with specific meanings for each section. In this section the words below mean the following:

### 1. 4X4 and 4X2 vehicles

means a 4X4 or 4X2 (with differential lock), vehicle not exceeding 3,500kg (three thousand five hundred kilograms) in gross vehicle mass.

### 2. Car

means a private type of motor car (including station wagons, minibuses, motorised caravans and the like, or similar vehicles) designed to seat ten persons or fewer (including the driver), and not exceeding 3,500kg (three thousand five hundred kilograms) in gross vehicle mass.

### 3. Classic car

means a classic, collectable, vintage or veteran-type vehicle.

### 4. Caravan

means a wheeled vehicle (Including permanent fittings) for living or traveling in, which contains beds and cooking equipment. A caravan is not self-propelled and is designed or adapted to be towed by a self-propelled vehicle.

### 5. Credit agreement

means a legally enforceable credit agreement as defined in the National Credit Act, 2005, which the insured has entered into with a registered credit provider in respect of the insured vehicle which is listed in your schedule.

### 6. Countries

means the Republic of South Africa, Namibia, Lesotho, Botswana, eSwatini, Zimbabwe, Malawi and Mozambique, also including transport/transit at sea between ports in these territories, rail, air or road and loading and unloading incidental to such transit.

### 7. Finance company

means the registered credit provider in terms of the credit agreement and whose interest is noted in your schedule.

### 8. Golf cars

means a motorised or battery operated car designed for transport on a golf course.

### 9. Insurable interest

means an insurable interest in any insured vehicle insured in terms of this policy as at the date of the commencement of each period of insurance and at the date of the insured event.

For the purpose of this condition, Insurable Interest shall mean that you are the Owner or alternatively bona fide possessor of the insured vehicle in terms of an enforceable credit agreement as defined in the Credit Agreements Act 75 of 1980 (as amended) entered into by you with The Financial Institution.

Should Your Insurable Interest in the insured vehicle be other than those interests as set out above, the nature and extent of such interest shall be disclosed to us prior to the inception of cover and the cover in respect of such insured vehicle shall only commence once acceptance thereof in terms of this policy is confirmed by us in writing.

Should your insurable interest in any insured vehicle in terms of this policy change it is your obligation to notify us in writing of such change and any failure to do so may result in the claim being rejected.

### 10. Licence

means a valid driver's licence in compliance with legislation of the specific country where the vehicle is used at the time of any loss or damage. A person who is learning to drive must comply with legislation concerning learner drivers.

### 11. Light delivery vehicle

means a light delivery vehicle (incl. a panel van or double-cab) not exceeding 3,500kg (three thousand five hundred kilograms) in gross vehicle mass.

### 12. Motorcycle

means a motorcycle, scooter (with or without a sidecar), three and four wheeled motorised vehicles (quad bikes, off-road scramblers, all-terrain vehicles).

### 13. Motorhome (or motor coach or campervan or motorised caravan)

means motor vehicle designed to serve as self-contained living quarters or living accommodation combined with a vehicle engine which is self-propelled for recreational travel only.

### 14. Named driver

means those persons shown in the schedule and recorded as named drivers in your schedule.

**15. Named rider**

means those persons shown in the schedule and recorded as named riders of the motorcycle in your schedule.

**16. On road motorcycle**

means a vehicle as defined under the definition 'vehicle' that is licensed and registered to travel on all public roads for which a learners or drivers licence is required.

**17. Off road scrambler**

means a vehicle as defined under the definition 'vehicle' which cannot be registered for road use or is not street legal and no drivers licence is required.

**18. Principal driver**

means the person who is the habitual driver of the vehicle and is noted as such in your schedule.

**19. Principal rider**

means the person who is the habitual rider of the motorcycle and is noted as such in your schedule.

**20. Recreational tractor**

means a self-propelled tractor or lawn mower used for domestic or recreational purposes (for example, mowing the lawn at your private residence or launching a watercraft).

**21. Replacement vehicle**

means any car, light delivery vehicle, 4X4 or 4X2 only. It includes vehicles 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.

**22. Retail value**

means the retail value of your vehicle as indicated in the Auto Dealers' Guide by Mead and McGrouther. We may adjust the retail figure shown in the Auto Dealers' Guide to take into account pre-loss condition, mileage (kilometres), corrosion or other factors that the motor trade consider when determining the retail value of vehicles.

**23. Roadworthy**

means the insured vehicle must be maintained in an efficient and roadworthy condition and in compliance with the National Road Traffic Act, 1996, and the regulations promulgated there under, or any similar legislation which applies to the territorial limits referred to in this section of the policy. The exclusion contained in the policy wording will be applied regardless of whether the failure to maintain the vehicle in an efficient and roadworthy condition caused or contributed to the loss or damage.

**24. Special vehicle**

means recreational tractor, motorhome, golf carts, shopping riders or ride-on mowers.

**25. Statutory settlement balance**

means the amount which is due by the insured at the date of loss and which represents the balance due to the finance company which will liquidate your obligations to it and entitle the insured to unencumbered ownership of the insured vehicle, less any arrear instalments, any amount refundable to the insured in terms of the agreement, outstanding insurance premiums, warranties and any extras added to the finance contract which do not form part of the actual vehicle financed.

**26. Trailer**

means a trailer (other than a caravan, including its permanent fittings) which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.

**27. Vehicle**

means any car, light delivery vehicle, 4X4 or 4X2, trailer, caravan, motorcycle, golf car, recreational tractor, or motor-home (or motor coach or campervan or motorised caravan) described in your schedule, including the standard tools, accessories and spare parts in or on it, as well as other extra accessories and parts of the vehicle while fitted to it.

**28. Vehicle sharing**

means carrying of passengers for social reasons (inclusive of learner commuting) and commuting to and from work in vehicles that are not registered or licensed for commuting purposes.

**29. Write off**

means that the vehicle has been damaged to such an extent that it is not economically viable or safe to repair.

**30. You/Your**

means the names shown in your schedule of this policy and your spouse.



**DEFINED EVENTS**

In the event of any motor vehicle comprehensively insured under this section being damaged, stolen or hijacked, we will supply you with a hired car from a car hiring organisation designated by us. If the insured vehicle is unusable or being repaired after a claim we have accepted under this section of the policy, the car will be issued to us in terms of the insured car hire group, subject to availability, shown in the schedule.

Compensation, in respect of the vehicle having sustained damage which is irreparable or loss through theft, commences from the time that the vehicle cannot be driven following loss or damage or while the vehicle remains unrecovered following theft.

**CAR HIRE GROUPS**

The car hire options that apply to this section of the policy are grouped as follows:

1. Group B: Compact (Polo hatch manual or similar)
2. Group C: Intermediate (Corolla manual or similar)
3. Group D: Compact (Polo hatch automatic or similar)
4. Group G: Premium (BMW 320i automatic or similar)
5. Group J: LDV (Toyota Hilux single cab or similar)
6. Group K: 4X4 (Nissan X Trail or similar)

**TERMS AND CONDITIONS**

Additional General Provisions, Conditions and Procedures for Claims and Accidents (only applicable to this section of the policy).

**1. Claim**

means any request for car hire based on the selection shown in your schedule following a valid claim in terms of the underlying motor section of this policy, where cover has been provided to you in respect of the lost or damaged vehicle.

**2. Specific conditions**

The following conditions apply to this section of the policy.

- a) We will supply the hired car only after we have received full information about the loss or damage.
- b) We will supply the hired car to you for a period which will in total not be more than the number of days shown in the schedule.
- c) The car-hire group selected by you includes the following:
  - i) a vehicle as selected by you from our available options and shown in your schedule;
  - ii) unlimited kilometres;
  - iii) car accident damage cover;
  - iv) car theft cover;
  - v) airport surcharge;
  - vi) tourism levy; and
  - vii) main driver plus 1 (one) additional named driver.
3. You must have a valid credit card issued in your name with which to pay the car-hire company for the fees and excesses. It is the responsibility of you to find out these costs when you take delivery of the hired car. You will be supplied with a hired car only in the Republic of South Africa.
4. If you need a hired car in Namibia, Lesotho, Botswana, eSwatini, Zimbabwe, Malawi or Mozambique, you may hire a car from a recognised car-hire company in those countries. You may pay for it and send us a copy of the invoice. When we receive the invoice, we will compensate you according to our approved rates for the group of vehicle supplied in the Republic of South Africa and/or elected by you in terms of the policy.

**NOT COVERED BY THIS SECTION**

The following costs are for your own account:

1. delivery and collection fees from the nearest car-hire company contracted by us, if applicable;
2. one-way drop-off fees;
3. contract fees;
4. the cost of any extra declared drivers;
5. fuel deposit as required by the vehicle rental company;
6. the cost of fuel and lubricants;
7. administration fees for traffic fines;
8. breakage of windscreen/windows;

9. extra days in excess of the number of days shown in the schedule or lesser period as approved by us;
10. claims handling fees in the event of a claim in the hired car;
11. hiring of baby seats and/or booster chairs;
12. hiring of global positioning systems (GPS);
13. any excess included in any policy covering the hired vehicles;
14. water and undercarriage damage;
15. costs associated with the operation of the hired car;
16. traffic fines; and
17. the difference in costs between the car-hire group you have selected and a more expensive car-hire group.
18. the motor vehicle will not be replaced by another motor vehicle in the event of damage or theft/hijack while on loan to you. However, we will replace the vehicle if it cannot be used solely due to mechanical breakdown beyond the control of the insured while the vehicle is on loan to the insured;

Cover shall terminate as soon as any one of the following takes place:

1. the date on which the vehicle is repaired and is ready for collection, if repairs have been authorised by us;
2. the date on which we settle the insured claim by a cash payment;
3. the date on which we replace the vehicle; or
4. the date we discharge it's liability for a total loss of the vehicle.

**BASIC COVER**

We cover loss of or damage to your insured watercraft. Our compensation for each watercraft is limited to the amount shown in your schedule. Details of your watercraft is shown in your schedule.

**EXTENDED BASIC COVER**

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

**1. Complete repairs**

We will compensate you for repairs to your vessel completed by a repairer to allow you to continue your journey if you have a valid claim for the vehicle under this section.

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

**2. Costs to prevent a loss**

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

**3. Death benefit**

We will compensate you in the event of an accident resulting in your death and/or the death of any passenger within 3 (three) months of such accident.

**4. Delivery following repairs**

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

**5. Emergency accommodation**

We will compensate you for accommodation for up to 2 (two) nights for you and any passenger travelling with you if you cannot complete your journey in the watercraft because of insured loss or damage.

**6. Emergency costs**

We will compensate you for reasonable charges and expenses incurred by you for the use of emergency services that you are liable to pay any public authority to minimise or avert loss or damage to the watercraft which would be covered by this policy.

**7. Emergency repairs**

We will compensate you for emergency or temporary repairs to your vessel to allow you to continue your journey if you have a valid claim for the vehicle under this section.

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

**8. Fire extinguishing costs**

We will compensate you for any costs relating to extinguishing or fighting fire if the fire posed a danger to your vehicle and if you are legally liable for these costs.

**9. Inspection of the hull after stranding, sinking or collision**

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

**10. Loss of keys, locks and remote-control units**

We will compensate you for loss of or damage to keys (including related locks which must be replaced due to the loss or damage), locks, access cards and remote-control units used in connection with your watercraft and if necessary, the reprogramming of any coded security system of your watercraft.

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

Cover for watercraft keys is worldwide.

**11. Medical expenses of passengers (other than your family)**

We will compensate you for medical expenses of passengers after they sustained bodily injury while in or on your watercraft after an accident or hijacking.

This cover is subject to the following conditions:

- a) the passenger is not a member of your family who normally lives with you;
- b) you incurred and paid for the medical expenses; and
- c) there is no compensation from another insurance policy or facility.

**12. Medical expenses of passengers (who are your family)**

We will compensate you for medical expenses of passengers after they sustained bodily injury while in or on your watercraft after an accident or hijacking.

This cover is subject to the following conditions:

- a) the passenger is a member of your family who normally lives with you;
- b) you incurred and paid for the medical expenses; and
- c) there is no compensation from another insurance policy or facility.

### **13. Recovery costs**

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

### **14. Repatriation of vessel from extended countries**

We cover the reasonable costs of returning your watercraft to the Republic of South Africa if it is accidentally damaged in any of the extended countries and you have a valid claim under this section.

### **15. Replacement of accessories (only if shown in your schedule as included)**

We will compensate you for loss of or damage to accessories that form part of your watercraft and are described in your schedule. We also cover the accessories while they are temporarily removed from your watercraft.

### **16. Safeguarding costs**

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

### **17. Salvage costs**

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

### **18. Special alterations**

If you are permanently and totally disabled as a direct result of a watercraft accident, and as a result of the disability, you are permanently dependent on a wheelchair for mobility, we will, in addition to any amount payable, contribute towards the purchase of a wheelchair and/or alterations to your private motor vehicle and/or your private dwelling to facilitate the use of such a wheelchair.

### **19. Trauma**

Trauma treatment if you suffered an accident, hijacking or attempted hijacking of your watercraft is subject to the following conditions:

- a) the trauma treatment must be given by a registered professional counsellor;
- b) you must incur and pay for the costs; and
- c) it must not be possible to recover the expenses from any other insurance or facility.

### **20. Wreckage and debris removal**

We will compensate you for the expenses, after deduction of the proceeds of the salvage, of the removal of the wreck of your vessel or dinghy from any place owned, leased or occupied by you.

## **OPTIONAL COVER (ONLY IF SHOWN IN YOUR SCHEDULE AS INCLUDED)**

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

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

#### **1. Credit shortfall**

We will pay the difference between the value of the vessel or vehicle as defined and shown in your schedule and the outstanding settlement value in terms of a credit agreement that you entered into. We will pay this difference only if we accept a claim for the vehicle being either:

- a) in our opinion beyond economic repair following loss or damage; or
- b) stolen and not recovered within a reasonable period.

The credit agreement that you entered into must fall under the definition of Credit Agreement given in the National Credit Act, 2005.

We will pay any amount still outstanding on your credit agreement less:

- a) any arrear instalments or rentals, including interest payable on the arrears;
- b) all refunds of premium for cancellation of any insurance cover relating to the vehicle; and
- c) the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled. This applies if you had arranged to pay lower instalments for an initial period and a higher instalment at a later stage. In this case, we will not compensate you for the remaining amount you owe. We will only compensate for what you still would have owed if you had arranged to pay back the loan in equal instalments over the term of the loan.

#### **2. Extended countries (if applicable)**

We also cover loss of or damage to your watercraft in the extended countries. The countries are shown in your schedule.

This cover is subject to the following conditions:

- a) if your watercraft is accidentally damaged and we have admitted liability for the damage, we will not authorise the repair of the damage before you have successfully returned your watercraft to the Republic of South Africa; and
- b) if it is uneconomical to repair your watercraft and you do not return your watercraft to the Republic of South Africa, you have to prove that your watercraft is uneconomical to repair in any method acceptable to us, before we will accept your claim. We will determine the value of the wreckage at 20% (twenty percent) of your watercraft insured amount shown in your schedule. We will subtract this amount from the amount of any settlement to you.

### 3. Riot and strike (outside the Republic of South Africa and Namibia)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:

- a) civil commotion, labour disturbances, riot, strike or lockout; or
- b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 4. (a) above, provided that this extension does not cover:
  - i) loss or damage occurring in the Republic of South Africa and Namibia;
  - ii) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
  - iii) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
  - iv) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority; or
  - v) loss or damage related to or caused by any occurrence referred to in general exceptions as set out in sections 6. b) i), ii), iii), iv) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If we allege that by reason of sub-clauses (i), (ii), (iii), (iv) or (v), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

### 4. Outboard motors

We cover loss of or damage to outboard motors shown in your schedule.

### 5. Specified itemised all risks cover

- a) Property insured means the property described in the specified schedule which, if it is accidentally lost or damaged, we may choose to pay for or repair or replace, up to the amount shown in the schedule.

However, if the cost of replacing the property insured as new is greater than the sum insured at the time of the loss or damage, you will be your own insurer for the difference and will bear a ratable proportion of the loss or damage.

- b) We will not be liable for any property described in the specified schedule against:
  - i) property insured that is lost from an unattended vessel or vehicle or place of storage or mooring unless there is forcible and violent entry into the vessel or vehicle or place of storage or mooring;
  - ii) wear, tear or depreciation;
  - iii) mechanical, electrical or electronic breakdown not accompanied by other damage;
  - iv) the cost of reproducing sounds, data and images on tapes, records, film or magnetic media or any other electronic media;
  - v) loss by vermin, ants, moths and other insects or their larvae or gradually operating causes; and
  - vi) any process of cleaning, dyeing or renovating.
- c) this cover will be subject to any excess stated in your schedule.

### 6. Watercraft trailer

We cover loss of or damage to your watercraft trailer shown in your schedule under the trailers and caravans section.

## WATERCRAFT LIABILITY (OPTIONAL COVER)

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

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

#### 1. Limit of compensation

We cover amounts for which you are legally liable to a third party due to an event which happens or arises in connection with your use of your watercraft.

#### 2. Legal liability to third parties

We will compensate you for amounts for which you are legally liable to a third party due to an event which happens or arises in connection with:

- a) your use of your watercraft; and
- b) using your watercraft to tow any stranded watercraft.

#### 3. Legal liability to third parties if a person other than you uses your watercraft

We will compensate any person, other than you, for amounts for which they are legally liable to a third party due to an event which happens or arises from their use of your watercraft.

This legal liability cover is subject to the following conditions:

- a) the other person complies with all the applicable Terms and Conditions of this policy;
- b) the other person was using your watercraft with your express permission;
- c) the other person is not entitled to compensation for the third party claim by any other insurance policy; and
- d) the other person was not refused watercraft insurance or the continuation of any watercraft insurance during the 3 (three) years before the date of the event.

#### 4. Liability of parasailors

We cover amounts you are legally liable for which a parasailor must pay as compensation, due to an occurrence which happens or arises while the parasailor is being towed by your watercraft.

However, we are not liable:

- a) if the parasailor is entitled to indemnity under another policy;
- b) for accidental death of, or bodily injury to, or illness of a person who is a member of the household of the parasailor, or a person in the service of the parasailor, if the death, bodily injury or illness arises from their service;
- c) for accidental physical loss of, or damage to property belonging to, or kept in trust by, or under the charge or control of, or in the custody of the parasailor, or any member of the household of the parasailor, or any person in the service of the parasailor; or
- d) if the parasailor does not comply with the terms and conditions of this policy.

#### 5. Liability of water-skiers

We cover amounts you are legally liable for which a water-skier must pay as compensation, due to an occurrence which happens or arises while the water-skier is being towed by your watercraft.

However, we are not liable:

- a) if the water-skier is entitled to indemnity under another policy;
- b) for accidental death of, or bodily injury to, or illness of a person who is a member of the household of the water-skier, or a person in the service of the water-skier, if the death, bodily injury or illness arises from their service;
- c) for accidental physical loss of, or damage to property belonging to, or kept in trust by, or under the charge or control of, or in the custody of the water-skier, or any member of the household of the water-skier, or any person in the service of the water-skier; or
- d) if the water-skier does not comply with the terms and conditions of this policy. Our compensation is limited to the amount shown in your schedule.

#### 6. Passenger liability

We cover amounts for which you are legally liable due to accidental death or injury to a person who, at the time of the event, is transported as a passenger in or on your watercraft.

#### 7. Passenger liability: Canoes or kayaks

We cover amounts for which you are legally liable due to accidental death or injury to a person who, at the time of the event, is transported as a passenger in or on your watercraft.

#### 8. Passenger liability: Jet skis or wetbikes

We cover amounts for which you are legally liable due to accidental death or injury to a person who, at the time of the event, is transported as a passenger in or on your watercraft.

#### 9. Liability to third parties caused by the trailer

We cover amounts for which you are legally liable to a third party due to an event which happens or arises in connection with:

- a) your use of the watercraft trailer; and
- b) the loading of your watercraft onto or off the watercraft trailer.

The limit as shown in your schedule under the trailers and caravans section includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval. However, we do not cover your liability while the watercraft trailer is towed by any vehicle.

### NOT COVERED BY THIS SECTION

#### 1. Use of your watercraft

We do not cover your watercraft against loss, damage or liability if it is used for any of the following:

- a) racing of any type;
- b) speed or other contests of any type;
- c) competitions, including regattas;
- d) tests of any type;
- e) speed trials of any type;
- f) uses involving a business, trade or profession;
- g) hiring;
- h) carrying passengers for reward;
- i) anywhere outside the countries; or
- j) if your watercraft is in the possession, custody or control of a watercraft trader, except for the purpose of maintenance or repair.

#### 2. Loss of or damage to your watercraft

We do not cover the following:

- a) theft or attempted theft of the fixtures, fittings, equipment or outboard motors not securely bolted to your watercraft:
  - i) if your watercraft is left unattended;

- ii) out of domestic outbuildings that do not interlead with any private residence; and
- iii) from any other storage place;
- b) jet skis or wet bikes left unattended in the open or on a trailer;
- c) outboard motors dropping off or falling overboard while not securely chained or bolted to your watercraft;
- d) mechanical, electric or electronic breakdown, failures or breakages including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
- e) gradual causes (such as wear, tear, rust, mildew, corrosion, decay);
- f) scratching, bruising or denting arising from transit, loading or off-loading;
- g) loss or damage:
  - i) caused by household pests (such as rodents, ants and moths and other insects or their larvae);
  - ii) caused by cleaning, repairing, restoring or maintenance by any manner or method;
  - iii) caused by a latent defect in your watercraft's design or construction;
  - iv) to sails and protective covers torn by wind or blown away while being hoisted; or
  - v) from or in connection with any exchange, cash or credit sale agreement, including theft under false pretense and fraud; or
- h) depreciation in value whether from repairs or otherwise.

### 3. Watercraft liability

We shall not indemnify you or the permitted user or water skier against claims resulting from legal liability for:

- a) legal costs and expenses incurred after the date we have settled or offered to settle any claim by a third party:
  - i) up to the limit of this section; or
  - ii) for amounts we believe will settle the third party claim;
- b) costs or expenses due to:
  - i) advice or treatment (other than first-aid) given or supplied by you or by any person acting on your behalf; or
  - ii) claims recoverable from any other section of this policy or from any other policy whether you have claimed or not; or
- c) liability arising during the transport of your watercraft by road.

### 4. Loss of or damage to your watercraft and watercraft liability

We do not cover loss of or damage to your watercraft or liability incurred:

- a) if your watercraft is used for any purpose other than social, domestic or pleasure purposes;
- b) if your watercraft is not seaworthy;
- c) if your watercraft is piloted by a person who does not hold a valid skipper's licence required in terms of relevant shipping legislation or does not comply with the relevant legislation applicable to the use of your watercraft; or
- d) the following items if they are not adequately protected from water and nature elements that your watercraft is usually exposed to:
  - i) anybody's clothing or personal effects;
  - ii) gear of any nature;
  - iii) sports or recreation equipment; safety and medical supplies;
  - iv) watercraft extras not attached to your watercraft; and
  - v) electronic and mechanical equipment.

## TERMS AND CONDITIONS

Additional General Provisions, Conditions and Procedures for Claims and Accidents (only applicable to this section of the policy).

### 1. Unavailable parts

If a part that is needed to repair the watercraft after loss or damage is not available as a standard (ready-made) part in the Republic of South Africa, we will pay an amount equal to the value of the part at the time when the loss or damage occurred. The value of the part will be determined according to the price given in the most recent catalogue or price list applicable to the watercraft. The amount includes the reasonable cost to transport the part (other than by air).

### 2. Representation or defence

We are entitled to arrange representations or defences that are the subject of any compensation under this section, including:

- a) representation at any legal autopsy or inquest relating to any death; and
- b) the defence for any action, which is the cause of or related to any event.

### 3. Interest of a title holder

If a valid claim occurs and we are advised that your watercraft is the subject of a credit agreement as defined in the National Credit Act, 2005, you agree that we will pay the title holder shown in the agreement up to the outstanding amount only, limited to the insured amount for the watercraft as shown in your schedule.

If the outstanding amount is less than the insured amount for your watercraft as shown in your schedule, we will pay the difference to you.

#### 4. Use

Your watercraft may be used for social, domestic and pleasure purposes only.

#### 5. Basis of indemnity

- If your watercraft is less than 5 (five) years old, the basis for our compensation will be the cost to replace your watercraft or part of it with similar new property.
- If your watercraft is 5 (five) years or older, the basis for our compensation will be the cost to replace your watercraft or part of it up to its reasonable market value. This will be established by obtaining market-value quotations from two qualified watercraft dealers.
- For specified watercraft accessories, the basis for our compensation will be the cost to replace the accessories with similar new property.

#### 6. Limit of compensation

If we decide it is not economical to repair your watercraft our compensation will be limited to the insured amount as shown in your schedule.

#### 7. Average clause

If the watercraft is less than 5 (five) years old and, according to Our calculations, at the time of any loss or damage, the amount needed to replace the watercraft (other than the sails, protective covers, erected tackle, outboard motors, inboard motors and batteries), with a similar new watercraft is more than the insured amount, we will not pay you the full amount of the loss or damage. You will be considered to be your own insurer for the difference between the insured amount and the amount needed to replace the watercraft. Therefore, you will be responsible for a proportional share of the loss or damage.

If the watercraft is older than 5 (five) years and, according to our calculations, at the time of any loss or damage, the amount needed to replace the watercraft (other than the sails, protective covers, erected tackle, outboard motors, inboard motors and batteries), with a similar watercraft is more than the insured amount, We will not pay you the full amount of the loss or damage. You will be considered to be your own insurer for the difference between the insured amount and the amount needed to replace the watercraft with similar property. Therefore, you will be responsible for a proportional share of the loss or damage.

Assuming you are insured for R100,000 (one hundred thousand Rand), but the replacement value of your watercraft is R200,000 (two hundred thousand Rand). This means you are only insured for half of the replacement value. You must cover the other half. For example, if you suffer damage to the value of R50,000 (fifty thousand Rand), we will only pay half of this amount, namely R25,000 (twenty thousand Rand), which will be calculated as follows:

Insured for	R100,000	
Replacement value	R200,000	
Claim	R50,000	
Calculation: Underinsurance	R50,000	R 1,000,000
	_____ x _____	
	1	R 200,000
We will only pay you	R25,000	

This condition applies separately to each item in your schedule.

#### 8. Security Clause

Your trailer must be secured or kept secure to for us to cover theft of the trailer and/or the watercraft.

### DEFINITIONS

We have defined words with specific meanings for each section. In this section the words below mean the following:

#### 1. Canoe

means a narrow, keel less boat with pointed ends, propelled by a paddle or paddles.

#### 2. Countries

mean the Republic of South Africa and Namibia and up to 20 (twenty) kilometres from the shores of these countries.

#### 3. Dinghy

means a small boat propelled by paddles.

#### 4. Inboard motor

means a motor attached to the inside of the hull of a watercraft. An inboard motor forms part of your watercraft.

#### 5. Jet ski

means a small self-propelled vehicle for one person resembling a scooter, which skims across water on a flat keel, is steered by means of handlebars and propelled by a jet of water.

#### 6. Kayak

means a boat where the paddler faces forward, legs in front, using a double-bladed paddle.

#### 7. Motorboat

means boat propelled by engine or other motor, which may be either an inboard or outboard motor.

#### 8. Outboard motor

means a motor attached to the outside of the hull of a watercraft. The outboard motors attached to your watercraft are only covered if shown in your schedule.



**9. Sailboat**

means a small boat propelled partially or wholly by sail.

**10. Seaworthy**

means a watercraft that can be used safely on water.

**11. Watercraft**

means a boat or other vessel that travels on water.

**12. You/Your**

means the names and/or entities shown in your schedule, including you and any members of your family or your spouse's family who normally live with you and in the event of your death, your estate.

**13. Your watercraft**

means the hull not exceeding 12 (twelve) metres inboard motors, rudder, propeller, hoardings, moorings, sails, spars, masts, rigging, fixtures, fittings, batteries, erected tackle, protective covers and equipment of any watercraft shown in your schedule.

**BASIC COVER**
**1. Death and/or permanent disability**

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

**2. Compensation scale**

- a) Compensation for death – the amount shown in your schedule next to your name.
- b) Compensation for permanent disability – a percentage of the amount shown in your schedule next to your name. The percentage that will apply can be found in the compensation scale below:

Permanent total loss of use of a limb will be treated as loss of the limb.

Where this compensation scale does not provide for a particular permanent disability, we will consider compensation for the permanent disability if, in our opinion, it does not contradict the scale of benefits.

Permanent disability shall mean	Percentage of compensation
Loss by physical separation at or above the wrist or ankle of one or more limbs	100% (one hundred percent)
Loss of four fingers of one hand	70% (seventy percent)
Loss of thumb: Both phalanges	25% (twenty-five percent)
One phalanx	10% (ten percent)
Loss of finger: Three phalanges	10% (ten percent)
Two phalanges	8% (eight percent)
One phalanx	4% (four percent)
Loss of metacarpals: First or second (additional)	3% (three percent)
Third, fourth or fifth (additional)	2% (two percent)
Loss of toes: All on one foot	30% (thirty percent)
Big (both phalanges)	15% (fifteen percent)
Big (one phalanx)	2% (two percent)
Other than great, if more than one toe lost, each	2% (two percent)
Loss of hearing: Both ears	80% (eighty percent)
One ear	25% (twenty-five percent)
Total paralysis or being permanently bedridden	100% (one hundred percent)
Total disablement from ever continuing the occupation or doing the normal work you have been trained for or have knowledge of	100% (one hundred percent)

**EXTENDED BASIC COVER**

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

**1. Bereavement expenses**

We will compensate you, your beneficiary or your estate for bereavement expenses if you die from an accident.

**2. Disappearance**

- a) If you disappear, we will give compensation as if you had died, if both of the following occurs:
- i) we receive a copy of the court order or presumption of death; and
  - ii) we have no reason to believe that any event other than an accident took place.
- b) If, at any time we have paid a claim, you are found alive, you must repay all compensation to us.

**3. Exposure**

We will compensate if your death or bodily injury is caused by exposure to the elements, thirst or starvation after an accident.

#### **4. Life-support machinery**

- a) We will compensate you for the cost of life-support machinery and equipment following an accident.
- b) However, these costs must not be recoverable from any other insurance, including any facility you may have.

#### **5. Mobility cover**

- a) We will compensate you for the reasonable and necessary costs for a wheelchair and alterations to your vehicle following your permanent disability as a result of an accident.
- b) However, these costs must not be recoverable from any other insurance, including any facility you may have.

#### **6. Repatriation**

- a) We will compensate your estate for the reasonable and necessary costs for the return of your body to your normal place of residence, but only if your death resulted from an accident covered by this policy.
- b) However, these costs must not be recoverable from any other insurance, including any facility you may have.

#### **7. Trauma**

- a) We will compensate you for the costs you pay for trauma treatment by a registered professional counsellor for trauma following a violent act of theft, burglary, hold-up, hijacking or attempted hijacking or fire.
- b) However, these costs must not be recoverable from any other insurance, including any facility you may have.

### **OPTIONAL COVER (ONLY IF SHOWN IN YOUR SCHEDULE AS INCLUDED)**

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

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

#### **1. Medical expenses**

- a) We will compensate you for medical expenses that you incur in the 12 (twelve) months following an accident.
- b) However, these costs must not be recoverable from any other insurance, including any facility you may have.

#### **2. Temporary total disablement**

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

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

### **TERMS AND CONDITIONS**

Additional General Provisions, Conditions and Procedures for Claims and Accidents (only applicable to this section of the policy).

#### **1. Maximum compensation payable**

We will compensate you up to the amount shown in your schedule under death and permanent disability for any single claim or series of claims resulting from the same event that happens during the period of insurance.

#### **2. Double compensation**

If the policyholder or spouse die within 12 (twelve) months of an accident and their deaths are caused by the same accident, we give double compensation for death.

We only compensate if the following conditions are met:

- a) you have chosen death, permanent disability and temporary disability benefits;
- b) you have surviving children under the age of 18 (eighteen) years who are dependent on you and your spouse; and
- c) you, your spouse and your children are all members of the same household at the time of the accident.

#### **3. Other insurance**

General terms and conditions on 'other insurance' do not apply to this section.

#### **4. Medical examinations**

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

#### **5. Medical advice**

If you have any bodily injury that may result in a claim, you must seek medical advice within a reasonable time and follow that advice. If you do not fulfil this condition, we have the right to refuse compensation for any consequences of your failure to follow the advice.

#### **6. Pre-existing medical conditions**

We do not compensate for death, bodily injury or disability caused by a medical condition that existed before the person was first added to this section.

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

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

## NOT COVERED BY THIS SECTION

We will not provide compensation for:

1. death, permanent disability or temporary total disablement due to:
  - a) suicide, attempted suicide or intentional self-inflicted injury;
  - b) insanity, neurosis or stress-related conditions;
  - c) any physical disability or infirmity present at the start of this insurance;
  - d) sickness or disease of any nature;
  - e) pregnancy, childbirth, miscarriage, abortion or any consequences of these activities;
  - f) your wilful misconduct, wilful exposure to danger (except in an attempt to save human life);
  - g) travelling in an aircraft:
    - i) not licensed for transporting passengers;
    - ii) piloted by a person not licensed for the purpose for which it was being used; or
    - iii) as a member or acting member of the crew or for trade or technical operation connected with the aircraft; or
  - h) travelling in a war zone, including accidental occurrences, but excluding news reporting, camera and/or film crew activities.
2. your participation in any:
  - a) defence force, police service or correctional services activities;
  - b) racing, other than on foot or in a non-motorised watercraft;
  - c) motorcycle riding;
  - d) mining activities;
  - e) manufacture or use of explosives;
  - f) professional sports;
  - g) criminal activity; and
  - h) stunt or flying demonstration activities.
3. your being under the influence of intoxicating liquor or drugs unless such drugs have been prescribed and taken in accordance with the instructions of a medical doctor who is not a named beneficiary in the policy;
4. your driving a vehicle or vessel or pedal cycle while you are under the influence of intoxicating liquor or drugs or your blood or breath alcohol concentration exceeds the legal limit unless such drugs have been prescribed and taken in accordance with the instructions of a medical doctor who is not a named beneficiary in the policy; and
5. if you are younger than 16 (sixteen) years or older than 75 (seventy-five) years of age when the accident happens.

## DEFINITIONS

### 1. Accident

means an accident that is the direct cause of bodily injury being sustained.

### 2. Bodily injury

means bodily injury caused by violent, accidental, external and visible means.

### 3. Death

means death occurring within 12 (twelve) consecutive months of the accident.

### 4. Permanent disability

means permanent disability, as described in the compensation scale, occurring within 12 (twelve) consecutive months after sustaining the bodily injury.

### 5. Temporary total disablement

means total and absolute incapacity from following your usual business or occupation.

### 6. You/your

means any person whose name is shown in your schedule of this section, under the heading 'insured persons'.

**BASIC COVER****1. Personal legal liability**

We cover your legal liability, regardless of where in the world the event takes place, for:

- a) accidental death, bodily injury or illness of any person; and
- b) accidental physical loss of or damage to tangible property of any person.

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

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your schedule.

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

**EXTENDED BASIC COVER**

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

**1. Credit/debit, purchase cards and SIM cards (such as a card for use in cellular communication devices)**

We will compensate you for your legal liability because of the unlawful use of your credit/debit, purchase or SIM cards by a person not related to you.

This cover is subject to registered financial services provider, merchant or cell phone provider having officially issued the credit/debit, purchase or SIM cards in your name and your compliance with all the terms of the issued cards.

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

**2. Digital payments**

We will compensate you for your legal liability if you are held liable for loss caused by fraudulent, digital access to your bank account during the period of insurance. Our compensation cover is subject to the following conditions:

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

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

**3. Electric fence**

We will compensate you for your legal liability arising from the ownership of an electric fence should it lead to accidental death or bodily injury of any person.

**4. Garden services**

We will compensate you for your legal liability to any person for amounts that you must pay as compensation in terms of a written contract with any garden service for property covered under the 'House contents' and 'Buildings' sections of this policy.

**5. Hole-in-one cover**

We will compensate you up to the amount shown in your schedule, if you hit a hole-in-one while playing golf as an amateur. To receive compensation, you must have played in a golf game on a registered golf course under the recognised rules of the game. The secretary of the golf club where you hit the hole-in-one must confirm the hole-in-one in writing.

**6. Neighbourhood watch liability**

We will compensate you and any member of your family who normally resides with you at the address stated on your schedule against liability at law for:

- a) accidental death or bodily injury to any persons other than members of your family who normally reside with you at the address stated on your schedule or your household employees; and
- b) accidental damage to property which is not owned by, or in the custody of, yourself or any member of your family who normally resides with you at the address stated on your schedule or your household employees.

**7. Personal legal liability to domestic employees**

We will compensate you for your legal liability due to the accidental death of, or bodily injury to, your domestic employees that arises from and during the course of their employment.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your schedule.

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

The exclusion as set out in clause 12 below does not apply to this compensation.

## 8. Phishing

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

## 9. Security companies

We will compensate you for your legal liability to any person for amounts that you must pay as compensation in terms of a written contract with any security firm/company or armed response service for property covered under the 'Contents' and 'Buildings' sections of this policy.

## 10. Tenant's liability

We will compensate you for your legal liability for amounts that you as a tenant of a building must pay as compensation to the owner of the building due to loss of or damage to the buildings and/or fixtures or fittings in it, directly caused by any of the following:

- a) storm, water, hail or snow;
- b) theft or attempted theft;
- c) fire or explosion;
- d) breakage of glass, mirrors or sanitary ware not including chipping, scratching or disfiguration;
- e) damage to supply connections between the public supply and the buildings;
- f) collision by animals or vehicles; or
- g) loss of or damage to keys, locks and remote control units.

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

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

The exclusion as set out in clause 11 below does not apply to this compensation.

## 11. Wrongful arrest

We will compensate you for your legal liability to any person resulting from the wrongful arrest or frisking of a person, including assault related to the wrongful arrest or frisking.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your schedule.

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

## NOT COVERED BY THIS SECTION

Unless specifically shown otherwise in your schedule, we will not compensate you for legal liabilities relating to:

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

Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and,
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and,
- c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

## DEFINITIONS

We have defined words with specific meanings for each section. In this section the words below mean the following:

### 1. Any person

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

### 2. Domestic employee

means a person that you employ and is under your control to provide services at your home, in your private capacity, e.g. housekeeper, nanny and gardener. Domestic employee includes casual employees who work under your control even if it is for less than 24 (twenty-four) hours in a month.

### 3. Pet

means a tame, domestic animal or bird kept for companionship or pleasure, e.g. dog or cat. 'Pet' does not mean animals that are naturally wild and tamed to be pets.

### 4. Phishing

means the attempt by scammers to trick you into giving out personal information, like your bank account numbers or passwords.

### 5. Tenant

means any tenant, subtenant, boarder or lodger, including their family and their domestic employees who are allowed to occupy your private residence or outbuildings in terms of:

- a) an agreement with an internet service provider for accommodation; or
- b) a written lease agreement;
- c) a verbal lease agreement; or
- d) a digital contract,

but it does not include a paying guest

### 6. You/your

means the names shown in the schedule, your spouse and any other member of your family or your spouse's family who normally lives with you.

**BASIC COVER****1. Extended personal legal liability**

We cover your legal liability for amounts you must pay as compensation due to any event which happens during the period of insurance of this section anywhere in the world:

- a) for which liability is not included in the underlying policy; or
- b) for which the limit of compensation, including costs and expenses, of the underlying policy is exceeded.

However, we will only compensate you above the following limits:

- a) the amount shown in the schedule for your personal legal liability; and
- b) the amount shown in the schedule for your vehicle liability.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your schedule.

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

**TERMS AND CONDITIONS**

Additional General Provisions, Conditions and Procedures for Claims and Accidents (only applicable to this section of the policy).

**1. Underlying policy**

Compensation under this section is subject to a valid underlying policy being in force at the time of the event. The underlying policy must provide the kind of cover you are claiming for under this section, and the terms and conditions of the underlying policy must be adhered to.

If compensation under this section refers to an event for which the limit of compensation, including legal costs and legal expenses, of the underlying policy is exceeded, the underlying insurer must have paid the full amount of the policy or undertaken to pay it.

**2. Limit of compensation**

Our compensation is limited to the amount shown in your schedule for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.

**NOT COVERED BY THIS SECTION****1. We do not cover your legal liabilities relating to:**

- a) any judgment, award, payment or settlement made in a country that operates under the laws of the United States of America or Canada or is subject to any order made anywhere in the world to enforce such judgment, award, payment or settlement;
- b) the pursuing of any business, trade or occupation (this exclusion does not apply to vehicle liability if the vehicle is insured for business or farming use or if you have Limited Bed-and-Breakfast cover under the Contents section of this policy);
- c) hiring out any property, or any part thereof (this exclusion does not apply if the property is a building or structure, including the land on which it is situated, used as a private residence and is covered by any underlying policy);
- d) your reckless disregard of the possible consequences of your acts or omissions;
- e) loss of or damage to property that is covered under any other insurance policy;
- f) the ownership, possession, use or handling of any aircraft or other aerial devices other than model aircraft or hang-gliders;
- g) any exchange, cash or credit sale agreement, including theft under false pretence;
- h) HIV (Human Immunodeficiency Virus) or any related illness, including AIDS (Acquired Immune Deficiency Syndrome) or any mutant derivative or variation thereof;
- i) vehicle liability, unless the liability is covered by any underlying policy or if the liability is excluded by any underlying policy due to any claim occurring outside the borders of the countries covered by the policy;
- j) watercraft liability
- k) loss of or damage to any self-propelled vehicle, trailer, caravan, watercraft or aircraft under your care, custody or control;
- l) a dishonest, fraudulent or malicious act, or acts of physical assault or seduction committed by you; or
- m) the purchase, sale, barter or exchange of property, or your failure to comply with your obligations relating to these.

**2. We do not cover the following:**

- a) the payment of any fine, penalty or multiple, punitive or exemplary;
- b) any debt; or
- c) failures to pay maintenance or alimony or any amounts following a breach of promise.

**3. We do not cover liability:**

- a) of one person included in this policy to another person included in this policy or a person who was included when the event happened;



- b) that is the subject of legislation controlling the use of vehicles or trailers and for which you must take out insurance or provide security;  
or
- c) where the state or a government body or authority has accepted liability.

## DEFINITIONS

We have defined words with specific meanings for each section. In this section the words below mean the following:

### 1. Underlying policy

means a valid insurance policy in force with:

- a) a registered South African insurer (underlying insurer) that covers personal liability, property owners' liability, tenants' liability or motor liability; or
- b) any insurer (underlying insurer) in the world that covers motor liability, watercraft liability or property owners' liability for any motor vehicle hired, leased or owned by you, or for any watercraft or property owned by you, outside the Republic of South Africa.

### 2. You/your

means the names shown in your schedule, including your spouse and any other members of your family or your spouse's family who normally live with you.

**BASIC COVER****1. Legal costs and legal expenses**

We will compensate you for legal costs and legal expenses that you become liable for arising from any of the following:

- a) an event that leads to a civil legal action brought by you or against you in your private capacity; or
- b) an event that leads to your defence against a criminal charge.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your schedule.

**2. Family matters**

We cover your legal costs and legal expenses in connection with family matters.

Your cover for family matters is subject to a waiting period shown in your schedule. Cover for legal advice, if you need it, is available immediately.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your schedule for legal costs and legal expenses.

If you claim legal costs and legal expenses for a legal action relating to family matters, you may not claim again for these until 12 (twelve) consecutive months have passed from the date on which the legal action was settled or the court has made an award.

**3. Labour matters**

We cover your legal costs and legal expenses in connection with an event that leads to a legal action by or against you in a labour court.

Your cover for labour matters is subject to a waiting period shown in your schedule.

Cover for legal advice, if you need it, is available immediately.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your schedule for legal costs and legal expenses.

**TERMS AND CONDITIONS**

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

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

- a) Legal costs and legal expenses are based on our tariff rate. This rate is revised from time to time and you may ask for it at any time. Our compensation will only be in accordance with this tariff rate.
- b) We will only pay to service providers, the fees and expenses that we have authorised.
- c) Cover for legal costs and legal expenses for all events during any renewal period are limited to the amount shown in your schedule.
- d) Cover for legal costs and legal expenses are further limited to claims of not more than two events at any one time.

**2. Appeals and arbitration matters**

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

**3. Bills of costs**

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

**4. Claims falling under the jurisdiction of the small claims court**

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

**5. Consent**

You must obtain our written consent before you incur any legal costs and legal expenses, otherwise we may reject your claim.

**6. Family matters**

If you claim legal costs and legal expenses for a legal action relating to family matters, you may not claim again until 12 (twelve) consecutive months have passed from the date on which the legal action was settled or the court has made an award.

**7. Letting or renting**

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

**8. Preferred attorney**

Our compensation for legal costs and legal expenses is based on our tariff rate, which is charged by our preferred attorneys. Should you decide not to use one of our preferred attorneys, you will be personally liable for the difference between our tariff rate and the rate charged by an attorney appointed by you.

## 9. Recovery

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

## 10. Waiting periods

Certain events are only covered after a waiting period has ended. The waiting period is shown in your schedule.

## NOT COVERED BY THIS SECTION

We will not compensate you for legal costs and legal expenses for an event in connection with:

1. your business or occupation, property renting or letting by or on behalf of a landlord, professional sports, copyrights, patent rights or other similar rights;
2. the use of a vehicle, watercraft or aircraft all powered by an engine, for racing;
3. a wrongful act that endangers the safety of the state, or which is aimed at overthrowing the government;
4. compensation that is in conflict with legislation; or
5. a wrongful act or omission where violence, dishonesty or immorality is an element.
6. We may however, at our discretion, decide the merits of the case and decide to pay the legal costs and legal expenses in relation to;
  - a) a civil legal action instituted by you against your attorney in his professional capacity;
  - b) a civil legal action contemplated or instituted between parties (you, your spouse and your children) covered under this section (this exclusion does not apply to family matters);
  - c) identity theft that leads to real or potential prejudice and results in legal liability or financial loss or both because of the fraudulent use of your personal information and identity by an unknown person or institution including caused by your own negligence;
  - d) any action involving us;
  - e) a vehicle involved in an accident where and any of the following applies at the time of the accident:
    - i) the vehicle is driven by you while you are under the influence of intoxicating liquor or drugs, or your blood or breath alcohol concentration is more than the legal limit;
    - ii) or you do not have a licence to drive your vehicle;
    - iii) the vehicle is driven by a person with your express or implied permission and does not have a licence to drive your vehicle;
    - iv) the vehicle does not have a valid motor vehicle licence; or
    - v) the vehicle is not roadworthy;
  - f) a traffic offence for which an admission of guilt has been issued;
  - g) the recovery or payment of any excess for any insurance;
  - h) any matter that happened before the start of the policy or during the waiting period;
  - i) any matter that falls outside our tariff structure and that we did not authorise;
  - j) amounts due to your legal representatives that cannot be considered as legal costs and legal expenses under our tariff rate; and
  - k) application procedures and ex-parte applications you bring or that you must defend. for any actual or contemplated legal action outside the Republic of South Africa.

We do not cover your legal costs or legal expenses if:

1. the legal action is continued or defended in a way that differs from the advice of the attorney or advocate who represents you;
2. you do not give timely, proper instructions and complete information to your attorney or advocate;
3. the legal costs and legal expenses are for non-litigious matters including applications, for example, for adoption, servitude, declaration of rights, appeals, administration of estates, drafting of legal contracts and debt counselling;
4. you have other insurance for legal costs and legal expenses and do not tell us; or
5. you prejudice our rights to claim pro rata compensation, fair compensation, or both.

## DEFINITIONS

### 1. Child/children

means natural, legally adopted and step-children younger than 21 (twenty-one) years, and children older than 21 (twenty-one) years who are mentally or physically disabled and totally dependent on you and live with you. Children who are dependent on you and who study full-time are included up to the age of 25 (twenty-five) years. Married children are not included.

### 2. Civil legal action

means disputes that a court of law must decide, by way of summons procedure, as concerning a civil claim that a person makes against another person, e.g. a claim you make to court against another person who owes you money.

### 3. Criminal matters

means action according to which you are accused of a conduct defined or recognised as a crime under the laws of the Republic of South Africa, e.g. a person accused of stealing a motor vehicle.

### 4. Legal costs and legal expenses

means costs and expenses for which you are liable, including costs incurred by the attorney. We will only compensate you according to our tariff rates and for service providers, fees and expenses we have approved.

**5. Family matters**

means disputes that a court must decide for your divorce, child custody, maintenance suits and access to children.

**6. Labour matters**

means disputes that arise out of an employment relationship between an employer and an employee, e.g. a dispute about the fairness of the dismissal of an employee by an employer.

**7. Licence**

means a valid driver's licence in compliance with legislation of the specific country where the vehicle is used at the time of any loss or damage. A person who is learning to drive must comply with legislation concerning learner drivers.

**8. Person**

means a natural person or a registered company, close corporation, institution or organisation against whom you must defend yourself from a civil claim or if you have a civil claim against them.

**9. You/your**

means the person named in your schedule, your spouse and your children.

**BASIC COVER**

We will pay up to the amounts stated in your schedule in respect of Identity theft discovered during the period of insurance:

1. Reasonable legal expenses incurred by you, as a direct result of the identity theft in:
  - a) defending any civil or criminal action against you;
  - b) removing any civil or criminal judgment wrongfully entered against you; or
  - c) challenging the accuracy or completeness of any information in your consumer credit report provided this information is inaccurate and falsely provided to the credit agency or financial institution.
2. Income lost by you (but not if you are self employed) for each whole unpaid working day you necessarily take within 12 (twelve) months of the discovery of the identity theft, to 'reclaim your identity'.
3. Your actual loss for your legal obligation to pay a creditor if, as part of the identity theft, any payment cards, bank accounts, and other credit accounts were opened in your name without your authorisation.
4. Miscellaneous expenses:
  - a) costs you incur to re-file applications for loans or other credit or debit accounts that are rejected solely because the lender received incorrect information;
  - b) costs for notarising documents related to the identity theft, long-distance telephone calls, and certified mail reasonably incurred as a result of your efforts to report the identity theft or to correct your financial and credit records that have been altered;
  - c) costs incurred to contest the accuracy or completeness of any information contained in your credit history; and costs incurred by you for a maximum of 4 (four) credit reports from an entity approved by us.

The credit reports shall be requested within 12 (twelve) months of the discovery of the identity theft.

We will not pay more than the insured value for any claim or series of claims arising from one event.

**NOT COVERED BY THIS SECTION**

We will not compensate you for expenses or losses resulting from:

1. dishonest, criminal, malicious or fraudulent acts by you or a relative, or that you or a relative had knowledge of or planned the identity theft, or if you withhold information or conceal material facts related to your identity theft;
2. losses that result from your employment, trade, profession or occupation;
3. fraudulent payment card charges and bank transfer charges if they are not related to your identity theft;
4. physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death;
5. identity theft that occurred or commenced before the start of the policy period;
6. the reimbursement of fees for stolen payment cards if you have not complied with all terms and conditions under which the cards were issued; or
7. monetary losses other than the out-of-pocket expenses related to resolving the identity theft as contemplated by this policy including fraudulent payment card charges.

**SPECIAL CLAIMS CONDITIONS**

1. The account must have been opened in your name without your authorisation.
2. You must notify the police within 24 (twenty-four) hours of discovering the theft.
3. Any false charges or withdrawals must be verified by your financial institution. Cover for false charges is limited to the amount for which you are held liable by the financial institution subject to the maximum amount shown on your schedule.
4. We shall be permitted to inspect your books and financial records.
5. You will cooperate with us and help us to enforce any legal rights you or we may have in relation to your identity theft including your attendance at depositions, hearings and trials, and giving evidence as necessary to resolve your identity theft.
6. You must notify your bank, payment card company, financial institution and other accounts of the identity theft within 24 (twenty-four) hours of discovering the identity theft.

**DEFINITIONS**

We have defined words with specific meanings for each section. In this section the words below mean the following:

**1. Identity theft**

means the unauthorised and/or illegal use of your personal information such as your name or identity number. This includes impersonation of your personality and identity.

**2. Payment card**

means an ATM card, credit card, or debit card issued by a registered financial institution or qualified retail shop.

**3. You/your/yours/yourself**

means the person whose name and address are on the schedule, your legal spouse and dependent children under the age of 21 (twenty-one), who permanently resides with you.

**ROADSIDE AND ACCIDENT ASSISTANCE**

Roadside Assist is available 24 (twenty-four) hours a day, 365 (three hundred and sixty-five) days a year throughout the Republic of South Africa, Lesotho and eSwatini. During severe weather conditions, civil disturbance or national emergencies, we reserve the right temporarily to suspend service if you are not in a place of safety.

**THE SERVICES**

The following services will be provided in the event of a roadside emergency:

- 1. Vehicle locksmiths (not for key replacements) for broken keys, and keys locked in vehicle**
- 2. Flat tyre assistance**
- 3. Minor roadside repairs by mechanic (electrical, coil, immobilizer, etc.)**
- 4. Fuel assistance (approximately 20l (twenty litres) of fuel should it be required in emergency situations)**
- 5. Roadside referral (direction assist)**
- 6. Jump start (flat battery)**
- 7. Transmission of urgent messages**

**8. Tow-in: Collision**

- a) Towing of vehicle to nearest approved dealership (if under warranty), panel beater/repair centre from point of incident. We will cover costs to a maximum of R1,850 (one thousand eight hundred and fifty Rand) (including VAT). Any costs exceeding this amount will be invoiced to us as part of the claims cost. Should you decide not to register a claim, or the claim is repudiated or rejected, you will be liable for the costs.
- b) We shall arrange for transport of the vehicle to a service provider as may be authorised by you from time to time.

**9. Tow-in: Mechanical, electrical or electronic breakdown**

We will tow the vehicle to the nearest repairer from the point of breakdown and will cover costs to a maximum of R1,500 (one thousand five hundred Rand) (including VAT). Any costs exceeding this will be payable by the vehicle owner/driver.

**10. Courtesy transport**

Group-B car hire (if the vehicle has broken down more than 100 km (one hundred kilometers) from permanent place of residence/business; limit of R500 (five hundred Rand)). An eligible person can choose a higher level vehicle but will have to pay the difference.

**11. Hotel accommodation**

Overnight hotel accommodation for a maximum of 4 (four) persons in an establishment of our choice if the vehicle has broken down more than 100km (one hundred kilometres) from home; limit R500 (five hundred Rand); and meals excluded.

**12. Vehicle repatriation**

In the event that a vehicle is left for repairs, we will pay up to R500 (five hundred Rand) for 24 (twenty-four) hours, group-B car hire or a flight ticket to collect the vehicle after the repairs. Alternatively, if the vehicle was towed closer to your place of residence, the additional tow costs will be supplemented with the car rental.

**13. Special notes**

- a) Car hire companies require the driver to present a valid driver's licence and credit card before they will provide a vehicle. This is a requirement of the car hire companies and cannot be over-riden by us.
- b) Provision of car hire and accommodation is subject to availability.
- c) We will resolve disputes with appointed contractors where loss or additional damage may have occurred while the vehicle was in the care or control of such contractor.
- d) Costs incurred without prior authorisation by the member will not be reimbursed.

**14. Eligible person(s)**

Service will be provided to an active, enrolled and fully paid up eligible person. Prior to rendering any service, we will validate membership and in some cases may request proof of identification. As with all assistance services, if we cannot verify that the eligible person is active they may be required to pay for the service, which will be charged at the prevailing rate.

**15. Eligible vehicles**

- a) Vehicles must be legally licensed to the policyholder.
- b) 4X4 vehicles (excluding use for off-road recreational purposes and where we cannot reach the eligible person from a normally travelled or established thoroughfare).
- c) Passenger vehicles not more than 3,500kg (three thousand five hundred kilograms) (excluding rental cars, commercial vehicles, buses, taxis and limousines).
- d) Motorcycles.
- e) Vehicles not older than 10 (ten) years (applicable to breakdown only).
- f) Dual wheel campers, motor homes and pick-up trucks will not be provided tyre assistance, towing or extrication.

- g) Where a trailer is attached to a vehicle where assistance has been requested, assistance will be provided unless the trailer was the cause of the breakdown.
- h) No vehicle will be provided assistance where the breakdown was caused by any off-road recreational activity and where we cannot reach the eligible person by a normally travelled or established thoroughfare.
- i) The vehicle must be in a roadworthy condition.

#### **16. Assistance**

- a) Assistance will only be provided where the contact centre was contacted. Should the eligible person contact a service provider directly, we will not be liable for the claim, or the payment thereof.
- b) Where we have requested a service provider to assist the eligible person and that person contacts an independent service provider in the interim then the eligible person shall be liable for the costs of both service providers. This clause shall not be applicable where we have NOT informed the eligible person of a delay in assistance provision.
- c) The service will include one call out per disablement and limits as detailed below, specific to each benefit. Charges for services that exceed these limits will be for the eligible person's cost at the prevailing hourly or kilometre rate of the region where the service is rendered.
- d) The eligible person shall be with the vehicle at the time of service and assistance. We will not be responsible for any damage or loss from unattended vehicles or previous damage.
- e) If the vehicle is still under warranty, we reserve the right to refer the assistance to the warranty provider. Where we have provided assistance for a vehicle under warranty the eligible person shall absolve us from any warranty dispute.

#### **17. Benefits**

All benefits are subject to overall limits as indicated in annexures A1 and A2 for a 12 (twelve) month period. The contact centre retains the right to use the most reasonable and cost effective solution. Any shortfall between actual cost and the allowance included in the individual benefits must be settled by the eligible person with the relevant service provider. We will pay a maximum of R1,850 (one thousand eight hundred and fifty Rand) (including VAT) per tow irrespective of whether it is within the 40km (forty kilometres) radius or not.

#### **18. Flat tyre**

We will call out a service provider to fit a spare tyre. It remains the eligible person's responsibility to ensure that the spare tyre is inflated and serviceable. We will not cover the cost of repair to either tyre or replacement thereof. Should more than one tyre be flat, the vehicle will be towed to the nearest repairer. Should the eligible person not have the lock nuts in the case of mag wheels, the vehicle will be towed to the nearest repairer.

#### **19. Flat battery**

If the battery of an eligible person's vehicle runs down and the vehicle will not start, then we could call out a service provider to attempt to jumpstart the vehicle. The eligible person will be advised that on certain vehicles the act of jumpstart may damage the vehicle's computer. If the eligible person's vehicle falls within this category, they will be advised that it would be better to tow the vehicle to a suitable dealership rather than attempting a jumpstart. If the eligible person insists on a jumpstart, they absolve us from any liability and if the jumpstart is not successful, the eligible person will bear any subsequent tow charges. We will not cover the costs of replacing the battery.

#### **20. Fuel**

If the eligible person is stranded next to the road as a result of running out of fuel, then we will arrange for 20l (twenty litres) of fuel to be delivered to the eligible person, to a maximum benefit of 3 (three) times per year. The cost of the fuel will be borne by the eligible person. Specific brands of fuel cannot be guaranteed.

#### **21. Locksmiths**

- a) If the eligible person is stranded as a result of their vehicle's keys being locked inside their vehicle, then we will call-out a service provider to assist to a maximum of one (1) hour's labour. We will not cover the cost of the key or remote control replacements. The eligible person will warrant that they are authorised to access the vehicle and we will not be held liable for gaining such access.
- b) Should the vehicle not be drivable due to loss/damage of keys, we will suggest that the vehicle be towed to an authorised repairer. Should the eligible person require that service provider renders the vehicle drivable by whatever other means, these costs will be for the eligible person's account and we will not be liable for any resultant repairs or damages.

#### **22. Our guarantee**

If an eligible person contacts the contact centre and we will appoint a service provider to assist and the vehicle is not towed to an approved repairer, we commit to pay any related release fees, storage costs and second tow costs related to the event.

### **EMERGENCY HOUSEHOLD AND OFFICE ASSISTANCE CALL OUT AND 1-HOUR LABOUR**

This is an assistance service providing access to essential services that may be required in an emergency within the principal building and adjoining buildings of the eligible person, up to three (3) incidents per year subject to a limit of R3,000 (three thousand Rand) per policy per annum.

The service is available 24 (twenty-four) hours a day, 7 (seven) days a week and includes callout and the first hour labour charge. Thereafter, labour and any parts costs are for the eligible person's account. Assistance is applicable for the household or office of the eligible person and does not extend to municipal or Eskom property.

#### **1. The service**

The following services will be provided in the event of a home and office assist:

- a) Emergency services notification and call-out;
- b) Plumbers;
- c) Electricians;
- d) Locksmiths;



- e) Builders (referral only);
- f) Carpet specialists for flood damage (referral only);
- g) Appliance assistance (white goods only);
- h) Painters (referral only);
- i) Garden services (referral only);
- j) Fire damage (referral only);
- k) Brown appliances (TV, VCR, HiFi, etc.) (referral only); and
- l) Glazier.

## 2. Exclusions

- a) Appliances 8 (eight) years and older are excluded but can be covered on a fee for service basis.
- b) Motors and pumps are covered on a fee for service basis only.
- c) Intercom systems, alarms and electric fences are covered on a fee for service basis.

## 3. Referral service

The eligible person has full access to our service provider database, where the contact centre offers assistance; however, all expenses incurred are for the eligible person's account.

## 4. Electrical

Call out fee and 1 (one) hour labour is covered in the following emergencies only:

- a) Faulty lights and fittings – where the fault is tripping all the electricity in the main house.
- b) Faulty plugs – where the fault is tripping all the electricity in the main house.
- c) Faulty circuits/distribution boards – where the fault is tripping all the electricity in the main house.
- d) Power failures – excludes council problems.
- e) Earth leakage relays.
- f) Burst geyser, geyser elements and thermostats.
- g) Stove plate elements and switches.

## 5. Exclusions on electrical

- a) Repairs to obtain compliance certificates.
- b) Upgrading of infrastructure.
- c) Non-SABS compliant installations.
- d) Fault finding/electrical detection.

## 6. Plumbing

Call out fee and 1 (one) hour labour is covered in the following emergencies only:

- a) Water leaks causing water damage to the interior of the house. i.e. taps and toilets;
- b) Geyser valves and elements;
- c) Burst pipes causing damage and restricting water in the home environment;
- d) Blocked and overflowing toilets.

## 7. Exclusions on plumbing

- a) Compensation for consequential damage.
- b) Upgrading of infrastructure.
- c) Cleaning septic tanks/French drains.
- d) Lifting or refitting tiles or paving.
- e) Use of drain machine.
- f) Water leak detection.
- g) Municipal connections.
- h) Non-SABS compliant installations.
- i) Blockage due to cement, collapsed pipes, extensive tree roots, or other foreign objects, which cannot be opened by standard drain equipment.
- j) Replacement/re-routing of pipes.
- k) Specialised or imported sanitary ware.
- l) Underground water fault detection.

## 8. Appliances

Call out fee and 1 (one) hour labour is covered in the following emergencies on 'white goods' (washing machines, stoves, fridge, freezer, dish washer, tumble dryer) only.

## 9. Exclusions on appliances

- a) Repair and replacement of faulty parts.
- b) Where parts are no longer available or the item is irreparable.
- c) Any appliance over the age of 8 (eight) years.
- d) Where the appliance is under the manufacturer's warranty. Repairs by unauthorised service providers will render the manufacturer's warranty null and void.
- e) Appliances used for commercial/industrial purposes or for hire.
- f) Repairs to external framework of the appliance.
- g) Cleaning, repair or replacement of filters, light bulbs, glass shelving or auxiliary items e.g. ice maker.

## 10. Locksmiths

Callout and 1 (one) hour labour is covered if the eligible person is locked out of their permanent residence, has lost their keys or keys are not available. The eligible person will warrant that they are authorised to enter the premises.

## 11. Exclusions on locksmiths

Replacement keys and locks.

## 12. Emergency services notification and call-out

At the request of the client, we will relay notification of emergencies to the police, traffic, fire brigade, ambulance, security or any other emergency service provider.

## 13. General exclusions on cover

We will not be liable for:

- a) repairs effected by a party other than us or one of our duly appointed service providers;
- b) loss or damage caused by fire, lightning, storm, water, malicious or accidental damage, theft or any risks covered in terms of a standard multi-peril or personal lines/commercial insurance policy;
- c) compensation for consequential damage of any nature;
- d) the first amount payable and the amount of the claim in excess of the covered limit, as stated on the schedule in respect of each and every event which gives rise to a claim, which amount shall be payable to the service provider on completion of the repair;
- e) repair or replacement of any breakdown to items or any part thereof covered by the manufacturer's/installer's warranty/guarantee or the National Home Builders Registration Council's Warranty Scheme;
- f) upgrading of infrastructure;
- g) damage occurring in connection with or resulting from aesthetic defects such as cracks, scratches or dents insofar as they do not adversely affect the normal operation of the insured property;
- h) breakdown of items or parts recalled or to be recalled by the manufacturer/installer;
- i) from the home unless such activity has been notified to and accepted by ourselves;
- j) damages which may be caused – whether directly or indirectly – by repairers/sub-contractors to any items/property in the home in the course and scope of repairing the damage/loss.

## MEDICAL ASSISTANCE

All benefits are subject to an overall limit of R10,000 (ten thousand Rand) per policyholder per 12 (twelve) month period. The contact centre retains the right to use the most reasonable and cost effective solution. Any shortfall between actual cost and the allowance included in the individual benefits must be settled by the eligible person with the relevant service provider. This applies in the Republic of South Africa only.

### 1. The service

- a) Emergency medical advice and information.
- b) Emergency telephonic medical advice and information, 24 (twenty-four) hours a day, 7 (seven) days a week.
- c) Emergency medical response by road or air to scene of medical emergency.
- d) Emergency medical transportation to nearest appropriate medical facility.
- e) Inter-hospital transfer.
- f) Medical repatriation.
- g) Escorted return of minors.
- h) Compassionate visits.
- i) Repatriation of patient or return of mortal remains.
- j) Specialised travel advice through travel clinics.
- k) Access to rape centres of excellence.
- l) Professional and confidential HIV/Aids advice.

- m) Transfer of patient to most appropriate medical facility.
- n) Emotional support and tele-counselling.
- o) Transfer of life saving medication and emergency blood.
- p) Confidential non-emergency medical information and advice.

## **2. Emergency medical advice and information**

The service provider will provide the eligible person (or caller on his/her behalf) with advice and information regarding any emergency medical condition by telephone so that emergency assistance can immediately be provided to a person suffering illness or injury until a medical team arrives at the scene. The advice and information shall be regarded as such and not as an accurate or definitive diagnosis of any condition any person might suffer.

## **3. Life support**

Utilising a fleet of air or road mobile intensive care ambulances and rapid medical intervention vehicles (manned by doctors, nurses and paramedics), immediate response is undertaken to the scene of a medical emergency where appropriate advanced lifesaving resuscitation will be provided to the eligible person and where relevant, the eligible person will be stabilised before transfer is provided to the closest appropriate medical facility.

## **4. Transfer of the eligible person to the most appropriate medical facility**

In all life threatening medical emergencies, the eligible person will be transported by road or air to the most appropriate and closest hospital that can effectively manage that particular condition and provide continuity of care, as determined and at the sole discretion of the medical director of the service provider. If the condition is not life threatening, but necessitates the use of an ambulance, the eligible person will be transported to a preferred provider hospital if necessary, as determined and at the sole discretion of the medical director of the service provider. All elective aero medical transfers serve to upgrade the continuity of care of the eligible person to a tertiary medical facility and must be deemed to be medically justified prior to air ambulance transportation. Any elective aero medical transfer destined for a lower level of care, step-down facility or for chronic management, will be evaluated case by case at the sole discretion of the medical director of the service provider.

## **5. Transfer of the eligible person to a specialist diagnostic and therapeutic medical care centre**

Any eligible person who requires specialist diagnostic or therapeutic procedures which cannot be performed by the admitting hospital, will be transferred by road or air to the receiving facility where such procedures or specialist care can be performed, as determined and at the sole discretion of the medical director of the service provider. The transfer of the eligible person shall be limited to one (1) one-way transfer to the facility able to provide the specialist diagnostic interventions. Any return trip that is undertaken will not be covered under this policy. The contact centre must arrange all arrangements for transfer of a patient.

## **6. Transfer of life saving medications and emergency blood if required**

If life-saving emergency medications or emergency blood products (thus excluding standard routine delivery and/or charges for blood) are required which cannot be obtained at the medical facility responsible for the eligible person's treatment, then the emergency medication will be transported to the eligible person.

## **7. Non-emergency/general medical (telephonic) consultation and advice**

Medical and nursing practitioners will provide an eligible person with advice and information regarding medical conditions by telephone, which will inter alia include:

- a) general medical advice;
- b) chemical substance misuse or abuse;
- c) data concerning referrals to hospitals, doctors, dentists and pharmacies;
- d) medical travel information and advice;
- e) generic medicine advice; and
- f) preferred provider advice and or referral where applicable.

The advice and information shall be regarded as such and not as an accurate or definitive diagnosis of any condition any person might suffer.

## **8. Routine medically justifiable ambulance transfers**

Whenever non-emergency medically justifiable ambulance transport is required to transfer the eligible person either from home to hospital or from hospital to hospital, arrangements if made through the service provider call contact centre will ensure that such transport is undertaken whenever required by road. The medical necessity of such transportation will be determined by the allocated service provider's medical director. However, any arrangements made with independent ambulance transportation services and not authorised and approved by us with a reference number, is not the responsibility of us in any way. Medically justifiable transfers will be determined by the eligible person requiring definitive medical intervention in transit. Should the inter-hospital transfer be requested due to the unavailability of other modes of transport and not due to medical necessity, the eligible person will be liable in full for the costs of transportation.

## **9. Additional patient costs – not covered by the policy**

- a) If the patient requires emergency evacuation, it will be arranged. However, the patient will be liable for this cost.
- b) Should there be any trauma that requires surgical or other procedures, this will not be covered by the policy and will be explained to the patient in advance, as well as to the attending medical officer. The patient can pay for this him/herself or can claim it from his/her medical scheme or can be referred to a government trauma centre.

## **CONFIRMATION OF INSURANCE**

### **1. The service**

- a) When the offices of the us/underwriter/administrator/broker are not open, the policyholder can call the contact centre for confirmation of insurance.

- b) This is sometimes required when the policyholder has purchased a new motor vehicle or other asset which needs to be placed on cover with the insurance.
- c) As this only applies to existing, paid up clients, the contact centre will verify the policyholder's status before providing such a letter of temporary cover. Certain parameters may be advised by us to ensure the contact centre does not act outside of its delegated authority. Such parameters could include maximum value to be insured, type of asset to be insured, etc.
- d) Our underwriting department will be advised that such a confirmation of insurance was issued, to enable them to liaise with the client.

## **SAFE `N SOUND**

If you are aware of a function or event where after he/she may need alternative transport home, he/ she can pre-book to be assisted home Safe `n Sound.

### **1. Limit**

- a) 6 (six) free trips per year which includes 50kms (fifty kilometers) per trip (capped at R750 (seven hundred and fifty Rand) per trip) and thereafter a fee of R10 (ten Rand) per kilometre is payable directly to the driver.
- b) The service is available 50kms (fifty kilometers) from the city centre.
- c) Assistance outside of these areas may be arranged (subject to availability) but at an additional charge.
- d) The service is available for personal lines only.
- e) The service is available in the following areas:
  - i) Johannesburg;
  - ii) Pretoria;
  - iii) Port Elizabeth;
  - iv) Cape Town;
  - v) Durban;
  - vi) Bloemfontein;
  - vii) East London;
  - viii) George;
  - ix) Nelspruit;
  - x) Polokwane;
  - xi) Stellenbosch; and
  - xii) Pietermaritzburg.

### **2. Terms and conditions**

- a) This is a pre-booking service and must be booked at least 2 (two) hours in advance.
- b) Bookings must be made directly with the contact center and you must provide the contact center with all relevant information including but not limited to:
  - i) Collection time;
  - ii) Collection address;
  - iii) Drop off address;
  - iv) Vehicle details;
  - v) Passenger details; and
  - vi) Alternative contact details.
- c) This service is subject to the availability of drivers.
- d) Payments for any additional kilometres travelled over and above the benefit must be settled at time of collection directly with the driver.
- e) Any disputes regarding distances travelled must be referred to the assist contact centre and not directly with drivers.
- f) Your vehicle must have sufficient fuel in the vehicle to reach the final destination. Should this not be the case, the driver will visit the nearest petrol station to obtain enough fuel to complete the trip. Any associated costs will be for your account. Should you not be in a position to pay for the required fuel, the Safe `n Sound driver reserves the right to terminate the trip. The full benefit will be deducted from their annual limit.
- g) You can take a maximum of 3 (three) passengers with them in the vehicle. Passenger drop offs must be en route to the final drop off address.
- h) Should a driver be delayed the assist contact center will contact the client and inform him of the delay.
- i) Drivers will wait outside the collection venue for a maximum of 20 (twenty) minutes after collection time, thereafter the driver will have to leave and the client's benefit will be forfeited and deducted from their annual limit.
- j) Drivers will not be able to stop en route for any reason including but not limited to purchasing food or cigarettes.
- k) Cancellations must be made at least 1 (one) hour prior to collection time. Should a booking be cancelled within 1 (one) hour prior to the agreed collection time, the trip will be cancelled and the benefit will be deducted from your annual limit.
- l) The service is available 365 (three hundred and sixty-five) days a year.

m) Trading hours: (we only provide the service for these trading hours)

- i) Monday – Thursday 18:00 – 03:00
- ii) Fridays – Saturdays 15:00 – 03:00
- iii) Sundays 16:00 – 03:00

n) All drivers have valid South African driver's licenses.

o) Policy holder's insurance must cover additional drivers driving your vehicle.

p) Should any damage occur whilst the service provider's driver is operating the vehicle it will be the sole responsibility of you to claim through their insurance.

q) Should your vehicle not be within a roadworthy condition or registered, the service provider reserves the right to withhold service.

r) Should you or your vehicle be in the possession of any illegal substances, weapons or alcohol, the service provider reserves the right to withhold service.

s) You must at no time give gratuities to drivers.

t) The service provider will not be held responsible for any damage to the vehicle or theft of goods.

Collections that take place on a public holiday will not incur extra costs and the operating procedure will remain the same, with the exception of 31 December. Any calls that take place on the evening of 31 December and early morning of 1 January must be booked by no later than the 16:00 on 30 December.

## CRIME ASSIST

### 1. The service

If you are stranded as a result of the vehicle being stolen or hijacked, then we will provide group-B car hire for 48 (forty- eight) hours.

- a) If your cellular phone has been stolen as a result of hijacking, you will be provided with a cellular phone loaded with pre-paid airtime to the value of R100 (one hundred Rand).
- b) If your credit card is stolen, you will be provided with a pre-loaded debit card to the value of R500 (five hundred Rand).
- c) If your keys are stolen in a hi-jacking, a locksmith will be provided to assist with opening the locks, up to the value of R1,000 (one thousand Rand).
- d) If you are hijacked at your residence or a home invasion takes place, a security guard will be placed at the residence for 24 (twenty-four) hours.
- e) If your home has been invaded, you will be provided with hotel accommodation to the value of R1,000 (one thousand Rand).

## LEGAL ASSIST

### 1. 24 (twenty-four) hour legal advice

You and your immediate family has access to a 24 (twenty-four) hour legal advisory services on any aspect of the law such as criminal law, family law, constitutional law, child law, labour law, motor law, etc.

### 2. Minute free consultation

In the event that any matter requires further legal action, you will be referred to a lawyer forming part of our national network for a direct free 30 (thirty) minute consultation.

### 3. Free standard legal documents

You will be provided with a purchase, sale, lease or prenuptial agreement or employment contract at his or her request. This will include advice on each of the documents and the procedures and principles that apply.

## GEYSER REPLACEMENTS

- 1. We will provide a geyser replacement service and maintain control over the costs of geyser replacement to ensure that these costs are kept to a minimum by providing a branded name under our name.
- 2. The repairs will be done only on verification of your details and within the specific requirements of any excess fee structures. Set costs per geyser category will be agreed upon.
- 3. All service providers will be recognised with the Institute of Plumbing South Africa (IOPSA).

**DEFINED EVENTS (EXCLUDING MOTORCYCLES)**

In the event of any of the insured tyres, rims, suspension and/or undercarriage suffering damage from a pothole (as defined), we will indemnify you against the cost of repairs or replacement limited to the amounts stated in this section of the policy.

**TERMS AND CONDITIONS**

Additional General Provisions, Conditions and Procedures for Claims and Accidents (only applicable to this section of the policy).

**1. Duty of care**

You must take all reasonable precautions and all reasonable care to prevent or minimise loss or damage. It is a warranty of this insurance that you shall take all reasonable steps to maintain the insured vehicle in a proper state of repair and roadworthiness and that the insured acts reasonably as owner/possessor to prevent or minimise any loss, damage, death, injury or liability.

**2. Claims procedures****a) Tyres and rims**

In the event of any occurrence which may result in a claim for tyres and/or rims only under this section of the policy you must comply with the following:

- i) You must notify us immediately of any event that may result in a claim, and advise us of any other policy which may cover the same event.
- ii) You must give us full details of the event within 30 (thirty) days of the occurrence, as well as all those documents which we may reasonably require.
- iii) You are required to call us immediately on 0861 886 886 to report the claim and to obtain a claim reference number.
- iv) You must supply us with a full report from a registered tyre fitment centre confirming the remaining tread on any damaged tyres and confirmation that the damage was as a result of a pothole as defined.
- v) Once the claim reference number has been obtained from us and we have authorised the claim, you are required to take the vehicle to a registered tyre fitment centre and have the tyres and/or rims repaired or replaced at either your own cost or alternatively at our cost.
- vi) Once the above has been completed the following must be provided to us:
  - a. The salvage/parts must be retained by you until such time as we have either collected the salvage/parts or we have provided the written confirmation authorising such salvage/parts to be disposed of.
  - b. You may not abandon any property until the claim has been approved by us, whether we have taken possession of it or not.
  - c. The invoice and receipt of payment to enable us to reimburse you where you have had the tyres and/or rims repaired or replaced at your own cost.
- vii) We reserves the right to appoint an assessor to validate/assess a claim at any time.

**b) Suspension and Undercarriage**

In the event of any occurrence which may result in a claim for suspension and/or undercarriage damage under this section of the policy you must comply with the following:

- i) you must notify us immediately of any event that may result in a claim and advise us of any other policy which may cover the same event.
- ii) you must give us full details of the event within 30 (thirty) days of the occurrence, as well as all documents which we may reasonably require.
- iii) you are required to call us immediately on 0861 949 444 to report the claim and to obtain a claim reference number.
- iv) once the claim reference number has been obtained from us, you are required to have the vehicle assessed by us to validate/assess the claim prior to any repairs and/or replacement being carried out.
- v) you may not abandon any property until the claim has been approved by us, whether we have taken possession of it or not.

PLEASE NOTE: If you do not follow the above-mentioned procedures the claim may be invalidated/rejected.

**3. Specific conditions**

- a) You are not entitled to indemnity under our underlying policy and this section of the policy arising from the same happening in respect of the same loss or damage.
- b) You will not be entitled to compensation for more than 2 (two) claims in any annual period of insurance for any 1 (one) comprehensively insured vehicle under this section of the policy.

**4. Guarantee, warranty or manufacturer's undertaking**

We shall not be liable for any loss in respect of any form of guarantee, warranty or manufacturer's undertaking which arises as a result of any claim accepted in terms this policy.

## NOT COVERED BY THIS SECTION

This policy does not cover loss of or damage to property related to or caused by:

1. tyres and rims fitted to vehicles over 3.5 (three point five) tonnes (Gross Vehicle Mass);
2. tyres, where the tyre tread depth is below the legal limit allowed for in the regulations under the Road Traffic Act, 1996;
3. speed testing, racing, reliability trails, hire or reward, off-road activities;
4. loss or damage caused by a road traffic accident, fire or theft;
5. any loss or damage not arising from pothole damage as defined;
6. pre-existing damage and/or wear and tear related damage;
7. any consequential losses incurred as a result of the damage to the insured tyres, rims, suspension and undercarriage;
8. the cost of repair or replacement if recoverable under any other insurance or warranty; or
9. any loss or damage incurred outside the Republic of South Africa.

## LIMITS OF COMPENSATION

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

### 1. Tyres

The amount shown in the schedule is per tyre limited to a maximum of 2 (two) tyres per any 1 (one) incident. Compensation will be subject to the following scale of benefits as applicable:

Table of Compensation	
Remaining Tread at the Time of Assessment	Claims against the Original Purchase Price
8 out of 8 mm	87,50% (eighty-seven-point fifty percent)
5 out of 8 mm	50,00% (fifty percent)
1 out of 8 mm	0,00% (zero percent)
12 out of 12 mm	91,60% (ninety-one-point sixty percent)
10 out of 12 mm	75,00% (seventy-five percent)
1 out of 12 mm	0,00% (zero percent)
9 out of 9 mm	88,80% (eighty-eight-point eighty percent)
7 out of 9 mm	66,60% (sixty-six-point sixty percent)
1 out of 9 mm	0,00% (zero percent)
11 out of 11 mm	90,90% (ninety-point ninety percent)
6 out of 11 mm	45,50% (forty-five-point fifty percent)
1 out of 11 mm	0,00% (zero percent)

### 2. Rims

The amount shown in the schedule is per tyre limited to the cost to repair a maximum of 2 (two) rims per any 1 (one) incident. Compensation will be subject to the excess of shown in the schedule.

### 3. Suspension and/or Undercarriage

The cost to repair the suspension and/or undercarriage of the insured vehicle is limited to the amount shown in the schedule per any 1 (one) incident. Compensation will be subject to the excess of shown in the schedule.

## DEFINITIONS

We have defined words with specific meanings for each section. In this section the words below mean the following:

### 1. Pothole

means a depression, hollow, hole, pit, ditch, cavity, trench, crack, break or tear in a road surface caused by wear or subsidence in the road surface. Cover includes exposed manhole covers. Cover excludes speed humps/speed bumps.

### 2. Insured tyres and rims

means any two tyres and rims fitted to the eligible insured vehicle.

### 3. Suspension

means any component of the mechanical suspension system comprising of springs or shock absorbers connecting the wheels and axles to the chassis of a wheeled vehicle. This system includes other devices that insulate the chassis of a vehicle from shocks transmitted through the wheels.

### 4. Undercarriage

means the underside parts of the eligible insured vehicle. Cover includes damage to the engine, exhaust system and other parts forming part of the underneath of such vehicle.

### 5. Cost of repair

means the usual and reasonable charges for components and/or labour to repair the insured tyres, rims, suspension and/or undercarriage as defined.

**6. Road**

means an open generally public way, long, narrow stretch with a smoothed, paved or tarred surface, made for the passage of vehicles, people, and animals, between two or more points, street or highway.

**7. Road surface**

means the asphalt, concrete or tarred surface of a road as defined only.



**DEFINED EVENTS****1. Basic cover – tyres and valves**

We will indemnify you against the cost of repair or replacement of a tyre including valves and balancing in the event of accidental damage to a tyre caused by hard braking, cuts, bursts or road inequalities. We will compensate you for the cost of repair or replacement of a tyre including valves and balancing according to the terms and conditions of this section of the policy as stated below.

**2. Extended cover – rims, tyre safety devices and suspension**

We will indemnify you against the cost of repair or replacement of a rim, mag, tyre safety device and/or suspension in the event of accidental damage to a rim and/or suspension caused from a pothole (as defined). We will indemnify the insured against the cost of repairs or replacement limited to the amounts stated in this section of the policy wording.

**DEFINITIONS**

We have defined words with specific meanings for each section. In this section the words below mean the following:

**1. Insured tyres and valves**

means the any two tyres including valves and balancing fitted to the insured vehicle.

**2. Pothole**

means a depression, hollow, hole, pit, ditch, cavity, trench, crack, break or tear in a road surface caused by wear or subsidence in the road surface. Cover includes exposed manhole covers. Cover excludes speed humps/speed bumps.

**3. Rims and mags**

means the wheel and the outer edge of a wheel onto which the inside edge of the tyre is mounted.

**4. Road**

means an open generally public way, long, narrow stretch with a smoothed, paved or tarred surface, made for the passage of vehicles, people, and animals, between two or more points, street or highway.

**5. Road surface**

means the asphalt, concrete or tarred surface of a road as defined only.

**6. Suspension**

means the any component of the mechanical suspension system comprising of springs or shock absorbers connecting the wheels and axles to the chassis of a wheeled vehicle. This system includes other devices that insulate the chassis of a vehicle from shocks transmitted through the wheels.

**7. Tyre safety device**

means any mechanical or electronic device designed to provide information and/or protection in connection with the tyres of a vehicle.

**SPECIFIC CONDITIONS**

The following terms and conditions apply to this section of the policy.

**1. Claims****a) Tyres and valves**

An insurance credit will be paid out should a tyre become irreparably damaged on a maintained South African road as a result of a cut, bruise, impact break or puncture, excluding cosmetic, chemical or atmospheric damages. We will credit you with the insured value towards the net price of an equivalent new tyre, which must be purchased from and fitted at any approved tyre centre or mobile unit franchisee.

**b) Rims, tyre safety devices and suspension**

You must notify the us immediately of any event that may result in a claim for a rim, mag, tyre safety device. Once the claim reference number has been obtained from us, you are required to have the vehicle assessed by us to validate/assess the claim prior to any repairs and/or replacement being carried out.

**2. Guarantee, warranty or manufacturer's undertaking**

We shall not be liable for any loss in respect of any form of guarantee, warranty or manufacturer's undertaking which arises as a result of any claim accepted in terms this policy.

**SPECIFIC EXCEPTIONS****1. Applicable to tyres and valves claims**

We shall not be liable to pay for any loss or damage:

- a) to tyres on all fare paying transporting vehicles;
- b) to tyres fitted to vehicles over 3.5 tonnes (Gross Vehicle Mass);
- c) caused from and/or to safety devices built into or fitted in the tyre(s);

- d) being resultant damage caused to the tyre(s) by safety devices, or built in safety mechanisms;
- e) to tyres that have a tread depth at any point of less than 1mm;
- f) to tyres fitted to a vehicle used for racing, pace making, speed testing, track days, reliability trials, hire or reward, off road motorcycles, dispatch or courier services or driving tuition;
- g) to an insured vehicle for consequential losses incurred as a result of the damage to the insured rims, mags, safety devices and/or suspension;
- h) to an insured vehicle that is caused by or through an accident to the motor vehicle on which the tyres were fitted;
- i) resulting from misaligned wheel balance;
- j) to retreads, i.e. tyres that have been refitted with rubber retreads;
- k) to an insured vehicle that is covered under a supplier or manufacturer's warranty or guarantee period;
- l) from or any liability arising from faulty manufacturing or fitment;
- m) to an insured vehicle resulting from an event covered by this policy;
- n) to rims, mags or any safety devices fitted on or in the tyre;
- o) or liability to third parties or third party property damage;
- p) to an insured vehicle where any loss or damage incurred outside the Republic of South Africa.
- q) insured or insurable by a SASRIA policy;

## 2. Applicable to rims, tyre safety devices and suspension claim

We shall not be liable to pay for any loss or damage:

- a) to rims, mags, safety devices or suspension on all fare paying transporting vehicles;
- b) to rims, mags, safety devices or suspension fitted to vehicles over 3.5 tonnes (gross vehicle mass);
- c) to rims, mags, safety devices or suspension fitted tyres fitted to a vehicle used for racing, pace making, speed testing, track days, reliability trials, hire or reward, off road activities, dispatch or courier services or driving tuition;
- d) to vehicles as a result of speed testing, racing, reliability trials, hire or reward, off-road activities;
- e) to an insured vehicle caused by a road traffic accident, fire or theft;
- f) to an insured vehicle not arising from pothole damage as defined;
- g) to an insured vehicle where pre-existing damage and/or wear and tear related damage exists;
- h) to an insured vehicle for consequential losses incurred as a result of the damage to the insured rims, safety devices and/or suspension;
- i) to an insured vehicle which is covered under a supplier or manufacturer's warranty or guarantee period;
- j) to an insured vehicle from or any liability arising from faulty manufacturing or fitment;
- k) to an insured vehicle resulting from an event covered by this policy;
- l) to tyres and valves;
- m) or liability to third parties or third party property damage of liability thereto;
- n) to an insured vehicle where any loss or damage incurred outside the Republic of South Africa;
- o) insured or insurable by a SASRIA policy.

## LIMITS OF INDEMNITY

Our compensation is limited to the amount shown in your schedule for each of the following for any single claim.

### 1. Tyres and valves

We will indemnify you for amounts due to an event which happens or arises in connection with the use of the insured vehicle as per the original amount on the invoice related to the purchase of tyres covered, less any wear and tear on the tyre at the time of the event of an occurrence that may result in a claim. Should a brand new tyre be damaged within the first 30 (thirty) days or 500 (five hundred) kilometres of purchase, you will receive 100% (one hundred percent) of the value of the damaged tyre. This will be credited towards the purchase of a new tyre from any tyre centre approved by us or mobile unit franchisee. We will limit each and every claim to a maximum indemnity of R3 000 (three thousand Rand) per tyre less any wear and tear/run off tread. Our maximum liability per any one claim/incident is limited to R6 000 (six thousand Rand) in total. Cover provided under this policy include(s) run flat tyre(s). Indemnity is based on the percentage of unused tread left on the tyre subject to the following table:

Table of indemnity	
Tread limit	Percentage of Liability
2mm	35%
3mm	50%
4mm	65%
5mm	75%
6mm	85%
7mm	100%

## **2. Rims, mags, tyre safety devices and suspension**

The cost to repair the rims and/or suspension of the insured vehicle is limited to R6,000 (six thousand Rand) per any one incident. Compensation will be subject to an excess of 10% (ten percent) of the claim minimum R500 (five hundred Rand).

**BASIC COVER**

We will pay you or your driver for the cost of replacing lost or damaged:

1. personal documents including identity documents, passports, visas and vaccination certificates in respect of the value of the materials and the cost of labour to replace such personal documents;
2. printed road maps or nautical maps, travel guides, permits or certificates which allow any insured vehicle or vessel entry into or exit from countries or waters in respect of the value of the materials and the cost of labour to replace such personal documents;
3. cassette tapes and/or compact discs;
4. USB flash drives;
5. vehicle electronic equipment chargers; and
6. audio cables,

provided that:

1. the insured vehicle is shown in the schedule in respect of this extension; and
2. our liability is limited to the amount shown in the schedule for any 1 (one) claim.



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