



LOMBARD
Partnerships

PERSONAL INSURANCE POLICY

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Reg No: 1990/001253/06 • VAT Reg no: 4360121331 • Lombard Insurance Company Limited is a licensed Insurer and Authorised Financial Services Provider: (FSP 1596)

ETHICS & FRAUD HOTLINE: 0800 864 727



Your Personal Insurance Policy

This document includes the terms, conditions and exclusions for the following sections of insurance. Please refer to *your schedule* for the sections *you* have insurance for.

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Separate riot and strike cover is provided, where available by SASRIA Limited,
Registration number: 1952/001514/06

Signed for the insurer.....

Date

Please make sure that your policy meets your needs. To change your policy information, contact your broker.



GENERAL

1. Introducing *your* Personal Insurance Policy

❖ Purpose of insurance

The purpose of insurance is to put *you* in the same financial position *you were* in before any insured event, loss or damage occurred less any *excess you* must pay. To be compensated, *you* must have complied with all the policy terms & conditions and be mindful of the policy exclusions.

- There are limits to the compensation for the events or items *you* insure. Please see *your schedule* for the limits of compensation.

❖ Basis of the *Personal Insurance Policy*

According to the terms, conditions and exclusions of this insurance policy:

- *you* must pay *us* a monthly or yearly premium and comply with the terms, conditions and exclusions of the policy. **Your insurance will end if WE do not receive YOUR premium in time;**
- *we* compensate *you* for loss or damage *you* suffer from Insured events set out in the policy *less any excess you must pay*.

We may decide how to compensate *you*. Please check the conditions for compensation in each section.

❖ The information that forms part of *your* policy

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

- **Compliance with the Terms and Conditions of the Policy.** Unless you have complied with all policy terms and conditions we will not accept any liability under this insurance.
- **The information YOU gave to US when YOU applied for insurance.** *You* might have given information in an application form, through an intermediary, or over the telephone.
- **The schedule.** This sets out the type of insurance *you* have bought, the people and items which are insured, the *period of insurance*, the amounts *you* are insured for, the *excesses* that apply and the premium *you* must pay. Any changes to *your* policy will be shown in *your schedule* and will form part of *your* policy.

❖ Insurance terms, conditions and exclusions. **These consist of:**

- general terms, conditions and exclusions that set out *your* duties, the compensation *we* give, and how to claim for an Insured event for any loss or damage to insured items;
- terms, conditions and exclusions specific to each section (for example, to Motor insurance or Household Goods insurance);
- refer to *your schedule* for the sections that apply to *your* policy.



2. Know your policy

❖ Definitions

These definitions apply throughout the policy. Please see the definitions specific to each section at the start of the section.

You, your, yourself

means the person named on the *schedule* as the policyholder. In certain sections, *you* include spouse and family who live with *you* and who are financially dependent on *you*.

See each section for **Who** we insure.

We, us, our

means Lombard Insurance Company Limited, a registered insurer for the purposes of the Short-Term Insurance Act 1998 and a licensed financial services provider for the purposes of the Financial Advisory and Intermediaries Act 2002, registration number 1990/001253/06 FSP number FSP1596.

The Premises, Risk address and Insured Premises

The physical address(s) as specified in the schedule.

Standard Construction

means buildings constructed with walls of brick, stone and/or cement roofed with slate, tile, cement or metal.

Anniversary date

means the date 12 months after the *Start date* of *your* policy, unless *your* policy specifically states otherwise.

Compensation

Means to make up, make amends for or to setoff, so that you are placed in the same or similar position prior to your loss or damage.

Consequential loss

This is loss not directly caused by the insured event, but is an indirect result of the event. This is loss or damage that was not foreseen by the insurer or the policyholder at the time the policy was taken out. Consequential loss is in many instances not covered and cover is dependent on the risk that the policy covers.

Excess

This refers to the minimum excess payable in terms of all claims submitted under that policy. This will be the compulsory excess that needs to be paid before the insurer will pay your claim.

Exclusion

Exclusions are specific items, losses or events that are not covered in terms of your policy. These will be specified in your policy wording and it is important that you read your policy carefully. Exclusions may also sometimes be referred to as "exceptions".

Liability

This is the legal responsibility one person has to another, that is enforceable by law. Also see the definition of "Held Liable".

**Held liable**

means held responsible in law by a South African Court.

Period of insurance

This is the period for which you have cover, beginning with the start date and ending with the expiry date of the policy, as stated in your policy, and for which premium has been received by the insurer.

The policy is automatically renewed if *you* pay *your* next yearly or monthly premium in time.

Negotiable instrument

Negotiable instruments are written orders or unconditional promises to pay a fixed sum of money on demand or at a certain time such as cheques, money orders and promissory notes.

❖ Structure

The structure of this policy is the same for each section, except the General section. In each section, *you* will find:

- Definitions in the section
- Who we insure
- What we insure
- ***What we do not insure***
- Compensation
- Special conditions (if any)
- Claiming (if any extra requirements)

Example

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

❖ Singular and plural

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



3. General Terms, Conditions and Exclusions

These General terms, Conditions and Exclusions apply to every section of this policy. There are also terms, conditions and exclusions that apply to a specific section under this policy. Please make sure *you* understand all relevant parts of this document.

❖ The countries where *you* are insured

The policy applies to South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe. Please check each section for exceptions to this condition

➤ Give **US** complete relevant and true information

We base the limit of compensation, the premium, and the other terms, conditions and exclusions in this policy on the information that *you* give to *us*. *You* have the following obligations:

- to give *us* all material information. *Material information is information that a reasonable person would consider you should have given to us so that we can understand and assess your risk;*
 - to inform *us* immediately if any information we have about *you* and the insured items is not true and complete;
 - to inform *us* immediately about any changes to the information we have about *you* and the insured items;
- to make sure that *we* have *your* correct bank details. If *your* bank details change, *you* must inform *us* immediately. If *you* do not, *your* policy might end, as *we* will not be able to receive *your* premiums.
- If *you* do not fulfil all the obligations above, *we* may do one or more of the following:
- *not accept your claim;*
 - *cancel your policy;*
 - *avoid your policy (avoiding the policy means treating it as not binding; of no legal force);*
 - *recover any compensation we have given for previous claims.*

❖ Understand *your* policy

➤ Check your schedule

- **Your schedule sets out important information about your policy, including limits of compensation.** It is ***YOUR*** responsibility to tell **US** as soon as reasonably possible if any details are incorrect.
- **You are **not insured**** for an Insured Event or under a section of insurance if:
 - ⇒ the limit of compensation is left blank, has no amount next to it, or is shown as nil, not applicable or not insured;
 - ⇒ there is no information under the heading.
- If there is any inconsistency between the *schedule* and the rest of the policy, the *schedule* applies.



➤ Understand the excess

- For some insured items, *you* must pay an *excess* when *you* claim. The relevant *excess* is set out alongside the items in the *schedule or specified in the section of the policy*. The *excess* is due before *we* settle the claim and *we* may deduct it from the compensation *we* give.

➤ Understand the Rand amounts

- All amounts in the *schedule* (including limits of compensation, premiums and *excesses*) **include VAT**. All amounts are in South African Rand, including premiums and the amounts *we* give to *you* as compensation.

➤ Read the General terms, Conditions, Exclusions and sections

- The General terms, Conditions and Exclusions apply to the entire policy. The specific sections are separate and stand alone. *You* may not use one section to interpret another section.

Refer to the policy for what we do not insure

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

❖ Look after the items *you* have insured

- *You* have a duty to take reasonable care to prevent or reduce loss, damage, *bodily injury* and accidents.

❖ Pay *your* premiums

We base *your* premiums on *your* information and on the limits of compensation shown in the *schedule*. Refer to the *schedule* to see if *you* have a yearly or a monthly policy.

➤ If *you* have a yearly policy

- A yearly policy means that *your* policy runs for a period of one year from the *Start date*, and ***you* pay *your* premium each year in advance**. The policy is automatically renewed if *you* pay *your* next yearly premium in time.
- **For the policy to start**, *we* must receive *your* premium within **15 days** from the *Start date* shown in the *schedule*. If *we* do not receive *your* premium in this time, *your policy will not start*.
- **For the policy to renew**, *we* must receive and accept *your* premium within **15 days** from the *anniversary date* shown in the *schedule*. If *we* do not receive *your* premium in this time, *your policy will automatically end from the anniversary date*.
- **total loss**: If there is a total loss from an Insured event or of an insured item during the *period of insurance*, *you* are not entitled to a refund of *your* premium.

An example:

If *you* have a yearly policy and *you* insure *your* motorcar on 1 May and it is stolen on 1 August of the same year, *you* will not receive a refund for the remaining 9 months *you* have paid for the year.



➤ If *you* have a monthly policy

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

➤ Changes in premiums and limits of compensation

- Changes in premiums
- We may change *your* premium at any time. We will write to give *you* 30 days' notice before any change.

➤ Increases due to inflation

- We increase the limit of compensation under Household Goods, House owners and All Risks (unspecified all risks only) each year on the anniversary of *your* policy by an amount to cater for the effect of inflation. This means that *your* premiums might also increase. It is *your* responsibility to make sure that the limits of compensation are sufficient to cover the value of the insured items under these sections.

➤ Increases after a claim

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

❖ Claiming

➤ Refer to specific terms in each section

- *You* must refer to the specific sections of this policy for any additional requirements on claiming under those sections.

➤ Report certain claims to the police

- *You* must report claims that involve crime (for example, theft or malicious damage) and traffic accidents to the police as soon as reasonably possible but no later than 14 (days) after the occurrence. ***You must give us the case number.***



➤ Tell us about the claim

- We must receive notice of *your* claim as soon as is reasonably possible but no later than 30 days after the Insured event, loss or damage occurred. *If you do not do so, you lose your right to bring a claim against us.* Our contact details appear in the policy.
- You must give us:
 - ⇒ full details of the claim;
 - ⇒ details of any other insurance for the insured event;
 - ⇒ proof, statements, and any other information we ask for; and
 - ⇒ any correspondence or other documents (for example, court papers or legal letters) you have received in relation to the claim.
 - ⇒ If repairs have not commenced within 60 (sixty) days after authorisation by us, due to your actions, all benefits in respect of such claim will fall away unless otherwise agreed in writing by us.

➤ If an incident might lead to a claim against you

- You must tell us immediately if there is an incident that might lead to a claim against you. *If you do not do so, we may decide not to give compensation for the claim.* You must send us copies of any documents (including legal proceedings) relating to the incident.

➤ You must not give out any information

- Unless we give you our written permission, you must not:
 - ⇒ admit you are at fault, whether oral or in writing;
 - ⇒ make any promises, give or accept any compensation.

➤ Help to recover compensation

- You must give us reasonable help to:
 - ⇒ take steps against any other person to recover compensation we have given to you;
 - ⇒ identify and recover any items that have been lost or stolen and have been found.
- We will reimburse you for the reasonable expenses you incur in helping us. If you do not give us this help, you must reimburse the compensation we gave.

➤ We may conduct legal proceedings in your name

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

❖ **No Claim Bonus (NCB) (applicable to the Motor section only)**

- If no motor related claims are made during the period of insurance, you will earn a discount on your premium.
- If we pay one or more claims during the period of insurance the premium might be adjusted.
- Any No Claim Bonus granted will be adjusted as follows:



- If **no claim was paid** under the relevant section during the period of insurance, your No Claim Bonus will be adjusted as follows:

Annual Policies – at the next renewal date.

Monthly Policies – at the end of the next anniversary date if no claim was paid.

From the existing No Claim Bonus 0 1 2 3 4 5 6

To an amended Renewal No Claim Bonus 1 2 3 4 5 6 6

The No Claim Bonus grows by one each year until you have reached the maximum of 6

- If **a claim was paid** under the relevant section during the period of insurance, your No Claim Bonus will be adjusted as follows:

Annual Policies – at the next renewal date.

Monthly Policies – the 1st day of the month following the month of loss.

From the existing No Claim Bonus 0 1 2 3 4 5 6

To an amended Renewal No Claim Bonus 0 0 0 1 2 3 4

The No Claim Bonus reduces as shown above

❖ If we reject *your* claim

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

❖ You can contact the Ombudsman

- We give compensation for all valid claims under this policy honestly, fairly and promptly. If *you* believe that we have not done so, and *you* wish to make a complaint, please contact *your* Insurance Broker. If *you* do not have an Insurance Broker, please contact Lombard Insurance Company Limited offices.
- If *you* are still not satisfied, *you* have the right to contact the Ombudsman for Short-Term Insurance. *You* can find the contact details in the Disclosure notice attached to the *schedule*.

❖ The compensation we give

- Our choice of how to compensate
 - If *you* have a valid claim, we may choose one or more of the following ways to give compensation:
 - ⇒ pay for repairs at an authorised repairer;
 - ⇒ replace the item through an authorised supplier; or



⇒ pay cash.

- The decision about how we compensate is *ours* alone. Please check the terms, conditions and exclusions for compensation in each section.
- Make sure *you* are not under-insured
 - **It is *your* responsibility** to insure all *your* items for their replacement value. The replacement value is what it will cost *you* to replace the items with similar items at the time of the loss or damage. When *you* claim, we will determine the replacement value *you* should have insured *your* items for. If it is more than the limit of compensation shown in the *schedule* it means *you* are under-insured. We will only compensate *you* for the percentage of insurance *you* bought. *You* are responsible for the difference.

An example:

- a) The replacement value of *your* item is R500 000.
 - b) However, *you* insure it for R375 000 *you* have only insured it for 75% of its value.
 - c) There is R200 000 damage to the item.
 - d) Settlement - We compensate *you* for 75% of the damage less the excess (R200 000 x 75% = R150 000 less excess). *You* are responsible for the difference of R50 000 plus the excess.
- Under-insurance does not apply to Personal Accident, Motor, Personal Liability, and Extended Personal Liability.
 - No interest
 - *You* are not responsible to pay interest on premiums.
 - We are not responsible to pay interest in any compensation.
 - If *you* have other insurance for the same item
 - If any item we insure under this policy is also insured by other insurance, we compensate *you* only for *our* proportion of the claim.

An example:

Your building is insured under this policy for R2 250 000 and under another company's insurance policy for R5 000 000. This means the proportion *your* building is insured with *us* is:

$R2\ 250\ 000 \text{ divide by } R5\ 000\ 000 = 45\%$

Your building is damaged and we accept *your* claim. However, because of the other insurance policy *you* have, we only pay *our* proportion of the claim, which is 45%

- *You* may only claim under one section of the policy for each event
 - We do not compensate *you* under more than one section of this policy for any Insured event, loss or damage that arises from the same event or for the same item. Where *you* might be entitled to claim under more than one section, *you* may choose under which section to claim.
- Compliance with terms, conditions and exclusions
 - We only give compensation if *you* have complied with the terms, conditions and exclusions of this policy.



- Riots, public disorder, terrorism

Generally, this refers to loss or damage to property, death or bodily injury or liability directly or indirectly related to or caused by riots, political acts, war, public disorder, terrorism or any attempted act of this kind for which we cannot reasonably be held responsible. They include:

- Civil commotion, labour disturbances, riot, strike, lockout or public disorder, or any act or activity which is calculated or directed to bring about any of the foregoing
- War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
- Mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law, or state of siege, insurrection, rebellion or revolution
- Any act or attempted act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any state or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence
- Any act or attempted act which is calculated or directed to bring about loss or damage or bodily injury, in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof
- The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above
- Any act of terrorism. An act of terrorism means the use of threat or violence or force 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.

What we do not insure

❖ These exclusions apply to all sections of this policy

- ***We do not compensate you for claims for Consequential loss.*** *Consequential loss* is any additional loss or damage that happens as a result of the insured loss or damage.
An example:
If your car is in an accident on your way to the airport, we will cover you for the damaged car, but not for any loss you may suffer as result of you missing your flight.
- ***We do not compensate for events deliberately caused***



- ***We do not compensate you for any claims if you, or any person colluding (means fraudulent secret understanding) with you, deliberately caused the insured event, loss or damage.***
- ***We do not compensate you for claims based on fraud, dishonesty or misrepresentation.***
 - If we gave compensation for any claims that we later discover were based on fraud, dishonesty or misrepresentation, *you* must pay back the amount of the compensation immediately we ask for it. Misrepresentation means giving misleading or incorrect facts.
- ***We do not compensate for scams***
 - *We do not compensate you for claims for insured events, loss or damage arising from scams, fraud or theft by false pretences. For example, if you sell your car and receive a bad cheque, we will not compensate you for the loss of the car.*
- ***We do not compensate for liability related to contracts***
 - *We do not compensate you for Liability arising from a contract you entered into unless you would have been liable even if there were no contract.*
- ***We do not compensate for certain causes***
 - *We do not compensate you for claims related to loss, damage, bodily injury or Liability arising from any of the following:*
 - *deterioration, wear and tear, or any gradually operating cause;*
 - *mechanical, electronic or electrical failure;*
 - *breakdowns or breakages;*
 - *rust, corrosion, or mildew;*
 - *moths, vermin, insects, or your own domestic pets;*
 - *processes of dyeing, cleaning or renovating;*
 - *the action of light or climatic conditions;*
 - *spontaneous combustion.*
- ***We do not compensate for confiscation by lawful authorities***
 - *We do not compensate you for any claims related to loss, damage, bodily injury or Liability if a lawful authority takes the insured items, for example, by nationalising, commandeering, seizing, confiscating, attaching, or impounding.*
- ***We do not compensate for claims related to nuclear material***
 - *We do not compensate you for claims resulting directly or indirectly from any of the following:*
 - *ionising, radiation, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion includes any self-sustaining process of nuclear fission;*
 - *contamination from nuclear material in any form, including from nuclear waste;*
 - *nuclear fission or fusion;*
 - *nuclear weapons, nuclear explosion.*
 - *We do not compensate you for these claims even if another event or cause (regardless of the sequence of events) contributed to the loss, damage, bodily injury or Liability.*



- *We do not compensate for war, riots, labour strikes or terrorism*
 - *We will not accept any claims for events resulting directly or indirectly from any one or more of the following:*
 - *labour disturbances, riots, strikes, lockouts or public disorder, or any acts that are aimed to cause these; war and warlike activities, for example invasion, acts of foreign enemies, and civil war (whether war is declared or not);*
 - *martial law, mutiny, military uprising or a stage of siege, or any event which may cause these;*
 - *revolution, including protests, rebellion, civil disobedience, and inciting fear in the public;*
 - *acts or attempts to overthrow the government or any local or tribal authority by force or by means of fear, terrorism or violence;*
 - *terrorism or the threat of terrorism, or the attempt to cause terrorism or the threat of terrorism. Terrorism includes the use of violence or threat of violence to bring about any political aim, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority. It includes acts whether harmless to human life or not, by any person or group of people, whether acting alone or in a group. It includes any acts committed for political religious, personal or ideological reasons;*
 - *any events for which a fund is established under the War Damage Insurance and Compensation Act, No 85 of 1976 or any similar Act;*
 - *the acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.*

❖ **Changing and cancelling this policy**

You may ask us to change the policy at any time by giving us 30 (thirty) days' notice. Any change that we agree to in writing will apply from the time and date of our agreement.

We may change the terms, conditions and exclusions of this policy by giving you 30 (thirty) days' notice. We will give you this notice by fax, post or email to the last known address or contact details we have for you.

- **Cancelling all or part of this policy**
 - *You may cancel this policy or any section of it at any time by letting us know.*
 - *We may cancel this policy or any section of it by giving you 30 (thirty) days' notice in writing. We will send the notice to the last known address we have for you.*
 - *If either you or we cancel a yearly policy, we will refund you for the period of insurance you have not used, less an adjustment for the shorter period of insurance.*

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



❖ Computer Loss

➤ **This policy does not cover:**

- loss of or destruction or damage to any property (including a computer) or any loss or expense resulting from it.
- any legal liability of any nature
- any consequential loss caused directly or indirectly arising from the incapacity or failure of any computer:
- to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data

or

- to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes

or

- to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether your property or not.

❖ Disclosure Permission Granted By You

- By taking out this policy, you have acknowledged that the sharing of claims and underwriting information (including credit information) by insurers is essential to enable the insurance industry to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims, in the public interest and with the view to limiting premiums on your behalf and on behalf of any person that you represent herein. You hereby waive any right to privacy in any insurance information provided by you or on your behalf in respect of any insurance policy or claim made or lodged by you and you consent to such information being disclosed to any other insurance company or its agent.
- You also acknowledge that the information provided by you may be verified against other legitimate sources or databases.
- You also waive any rights of privacy and consent to the disclosure of any information relevant to any insurance policy or claim concerning you.



4. Buildings

❖ Definitions in this section

You means the policyholder

Buildings mean the building(s) at the address shown in the *schedule*. Unless otherwise stated in the *schedule*, the buildings must be made of brick, stone or concrete with a slate, tiled, metal, concrete or asbestos roof.

➤ The Building includes:

- the main *Residence*;
- domestic *outbuildings*, *home offices*, private garages;
- paths and driveways made of brick, concrete, asphalt, stone but not gravel;
- walls, gates, metal palisades, and fences on the grounds but not those made of wood, wire or plants;
- *your fixtures and fittings* (including fitted carpets);
- carports;
- water, sewerage, gas, electricity and telephone connections;
- jacuzzis, saunas, domestic water pumps, solar heating panels;
- swimming pools, fixed filtration plants, safety nets and covers *but not automatic pool cleaners, vinyl-lined swimming pools or swimming pools built above ground level*;
- tennis courts;
- TV and radio aerials, satellite dishes, masts and lightning conductors.

❖ Who we insure

We insure the policyholder named in the *schedule*.

❖ What we insure

➤ Loss or damage by Insured Events

- We compensate *you* for loss or damage caused to the *Residence* by Insured events. The insured events are:
 - ⇒ Fire, explosion and lightning;
 - ⇒ Malicious damage; *except for loss or damage*:
 - *caused by someone living in the Residence or Outbuildings*
 - *that occurs while your Residence or Outbuildings are being lent, let, or sub-let*
 - *caused by theft or attempted theft*;
 - ⇒ Storm, wind, water, flood, hail or snow except for loss or damage;
 - caused by wear and tear or gradual deterioration;
 - rise in damp or a rise in the water table; or



- to gates and fences (other than metal palisades) *and any motor attaching thereto*;
 - retaining walls
 - ⇒ Earthquake;
 - ⇒ Bursting, leaking or overflowing of pipes and water apparatus.
 - We also compensate *you* for loss or damage to the *Residence* caused by bursting, leaking or overflowing of pipes or oil-fired heating apparatus.
 - Loss of or damage to the *Residence* caused by impact by:
 - ⇒ any aircraft or aerial devices (e.g. a hot-air balloon) or any object falling from them;
 - ⇒ a vehicle crashing into the *Residence*;
 - ⇒ falling trees or part of trees;
 - ⇒ animals;
 - ⇒ Gradual sinking of land (subsidence) and landslip of the land supporting the *Residence*
 - ⇒ We compensate you for limited cover if shown in the *schedule*.
- Except for loss or damage caused to or by:*
- *drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates;*
 - *fences, driveways, paving, swimming pool borders or tennis courts, patios, terraces, septic or conservancy tanks, solid floor slabs or any other part of the residence resulting from the movement of such slabs unless the foundations supporting the external walls of the residence or outbuildings are damaged by the same cause at the same time;*
 - *or made worse by faulty design, insufficient compacting of filling, poor construction;*
 - *removal or weakening of support;*
 - *structural alterations, additions or repairs;*
 - *surface or subterranean excavations except those performed during mining operations;*
 - *normal settlement, shrinkage or expansion of the Residence;*
 - *contraction or expansion of clay and similar soil types due to its moisture or water content.*
 - *We do not compensate you for the cost of underpinning the foundations.*
- ⇒ Theft or attempted theft, but if the *Residence* is not occupied, or is let or lent, there must be visible signs of forcible and violent entry or exit.

➤ **Excess**

- *You will be responsible for excess payable stated in the schedule before we compensate you*
In any legal suit or other, proceeding where we allege that, by reason of the provisions of this insured event any damage is not insured by this policy, the burden of proving the contrary shall rest with *you*.



❖ Other loss or damage

- TV aerials, satellite dishes and masts.
 - We compensate *you* for accidental breakage or collapse of fixed radio or TV aerials, satellite dishes and masts.
- Glass and sanitaryware
 - We compensate *you* for accidental breakage of fixed glass and fixed sanitaryware (for example, toilets, sinks or baths). However, *we do not insure damage due to chipping or scratching or other surface damage.*
 - We do not compensate *you* for breakage of these items if they are not in the *Residence*, or if the *Residence* is not permanently occupied.
- Water-pumping machinery
 - We compensate *you* for accidental loss or damage to fixed filtration plants or water- pumping machinery used domestically up to an amount of R7 500 (seven thousand five hundred). *We do not compensate you for loss or damage from wear and tear or to automatic pool cleaners.*
 - *We do not compensate you for more than the limit shown in the schedule.*
- Public supply or mains connections
 - We compensate *you* for accidental loss or damage to water, sewerage, gas, and electricity and telephone connections between the buildings and the public supply that belong to *you* or that *you* are responsible for.
- Alternative accommodation and rent
 - If the *Residence* is not fit to live in because of loss or damage from an Insured event, we compensate *you* for either of the following:
 - ⇒ rent that *you* lose;
 - ⇒ alternative accommodation of similar value and location to the *Residence*.
 - We only compensate *you* for a period reasonably needed to make the *Residence* fit to live in again.
 - *We do not compensate you for more than 20% (twenty percent) of the limit of compensation on the Residence.*
- Public authorities' requirements
 - We compensate *you* for the necessary costs of repairing or rebuilding to meet the requirements of public authorities.
 - The repairs or rebuilding must be as a result of loss or damage to the *Residence* from an Insured event.
 - *We do not compensate you for public authorities' requirements relating to defects in workmanship, design, planning or specifications.*
- Fire brigade charges
 - We compensate *you* for the reasonable costs that the fire brigade charges *you* for putting out a fire at the *Residence*.



➤ Demolition and professional fees

- If there is loss or damage to the *Residence* caused by an Insured event, we compensate *you* for the reasonable costs of:
 - ⇒ demolishing the *Residence*;
 - ⇒ clearing the site;
 - ⇒ putting up hoardings needed during building operations;
 - ⇒ architects' fees, quantity surveyors' fees and consulting engineers' fees;
 - ⇒ Local authorities' inspection fees.
- We only compensate *you* if *you* have *our* consent in writing to incur these costs.

➤ Employing a security guard

- We compensate *you* for the reasonable cost of employing a security guard after loss or damage from an Insured event up to an amount of R7 500 (seven thousand five hundred) any one claim.

➤ Loss of water by leaking

- We compensate *you* for the costs of water lost from leaking pipes in the *Residence* or on its grounds, if *you* are responsible for paying these costs.
- We only compensate *you* if the water reading is above the average of the previous four readings by 50% or more.
- If *you* discover a leak - either by physical evidence or from an abnormally high water bill - *you* must immediately take steps to repair the pipes at *your* own cost or we will not compensate *you* for the costs of the loss of water.
- *We do not compensate you for water lost from:*
 - ⇒ *leaking taps, geysers, or toilets;*
 - ⇒ *swimming pools or leaks in their inlet or outlet pipes;*
 - ⇒ *leaks that happen when the residence is not occupied for more than 30 (thirty) days.*
- We compensate *you* for loss of water that exceeds the average monthly consumption for the twelve months prior to the loss being discovered by 50% (fifty percent) or more up to an amount of R7,500 (seven thousand five hundred) for not more than 2 (two) separate incidents in any 12 (twelve) month period of insurance.
- *You* can claim for a maximum of two separate incidents of this kind in each 12 (twelve) month period.

➤ Removing fallen trees

- We compensate *you* for the reasonable cost of removing fallen trees from the *Residence* following an Insured event up to an amount of R7,500 (seven thousand five hundred) in any 12 (twelve) month period of insurance. We only compensate *you* if *you* have *our* consent in writing.
- We compensate *you* up to the limit shown in the *schedule*.
- *You* can only claim once for this type of cover in each 12 (twelve) month period.



➤ Loss or damage to the garden

- We compensate you R7 500 (seven thousand five hundred) for the cost of replacing trees, shrubs and plants on the grounds of the *Residence* and *Outbuildings*. We compensate you only for loss or damage caused by:
 - ⇒ fire;
 - ⇒ firefighting;
 - ⇒ explosion;
 - ⇒ impact by *vehicles*, aircraft, other aerial devices or other objects dropped from the air;
 - ⇒ malicious damage.

We do not compensate you if theft or attempted theft causes the loss or damage.

❖ Property owners' Liability

➤ What is insured under the property owners Liability section?

- We compensate you if you are *held liable*, as the owner of the *Residence* for:
 - ⇒ accidental death of another person occurring in the *period of insurance*';
 - ⇒ accidental bodily injury or illness of another person occurring in the *period of insurance*';
 - ⇒ accidental loss of or damage to property belonging to another person occurring in the *period of insurance*.

➤ Compensation

- The compensation includes the following:
 - ⇒ the amounts you are liable for;
 - ⇒ legal costs of the other person that you are liable for;
 - ⇒ costs that you incur to settle or defend the claim against you with our permission.

➤ Limit of compensation

- The compensation is limited to the amount shown in the *schedule* at the time of the loss, damage, bodily injury, illness or death. This amount applies to any single event or for a series of incidents that are the result of one event.

➤ Liability related to property owned by, looked after or controlled by certain people

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

➤ Liability not related to your ownership of the *Residence*

- We do not compensate for Liability related to:
 - ⇒ your employment, business or profession;



- ⇒ *your ownership or occupation of land or buildings other than the Residence insured under this section;*
- ⇒ *aircraft, vehicles or watercraft that you or your domestic employees own, look after or control.*

➤ **Liability arising from a contract**

- *We do not compensate for Liability arising from a contract you entered into unless you would have been liable if there were no contract.*

➤ **Liability related to support of property**

- *We do not compensate for Liability related to the vibration, removal, weakening or interference with the support of any land, building or other property.*

➤ **Fines and penalties**

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

➤ **Liability related to pollution or contamination**

- *We do not compensate for Liability related to pollution or contamination of any type. This includes the cost of cleaning up or replacing any property damaged by pollution or contamination.*

❖ **Power surges (optional)**

This insurance is optional. You must refer to your schedule to see if you have it and also for the excess that applies.

- *We will indemnify you for costs, not exceeding the amount stated in the schedule, reasonably and necessarily incurred following any causes related to the electricity supply, including power surges (even caused by cable theft) or ripple relay switching.*

Provided that:

You have complied with the requirements of the local municipal bylaws and the electricity supply authority at the time of the loss.

- *We do not compensate you for power surges caused by deliberate power cuts or load shedding.*
- *The limit of compensation for any one event or series of events is the limit shown in the schedule.*

❖ **Accidental damage to fixed machinery (optional – only if shown in the schedule)**

This insurance is optional. You must refer to your schedule to see if you have it and also for the excess that applies.

- *We will not cover:*

- *Depreciation;*
- *Gradual causes (such as wear and tear, rust, mildew, corrosion, decay);*
- *Loss or damage;*
 - *to windmills;*
 - *caused by household pests (such as rodents, ants, moths);*
 - *caused by cleaning, repairing or restoring by any manner or method;*



- to any data or telecommunication equipment or apparatus;
 - if covered by a manufacture's guarantee, purchase agreement or service contract.
- The limit of compensation for any one event or series of events is the limit shown in the *schedule*.

What we do not insure

If you do not maintain your Residence

- *We do not compensate you for any loss or damage caused by the Residence not being maintained.*

Leaving your Residence unoccupied without our consent

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

When you do building alterations to your Residence.

- You must advise us, when you do structural building alterations. Should there be any loss, damage or *Liability* caused by the structural building alterations, *we do not compensate you for:*
 - *Structural damage;*
 - *glass and sanitaryware (for example, toilets, sinks and baths);*
 - *alternative accommodation and rent;*
 - *Houseowners Liability.*

Ensure compliance with building laws and regulations

- *We do not compensate you for loss or damage as a result of your Residence not complying with the National Building Regulations or any other laws or regulations that apply to building standards or maintenance.*

Compensation

How we compensate you

- *We compensate you for loss of or damage to the Residence by one or a combination of the following:*
 - *paying the costs of the loss or damage;*
 - *replacing whatever is lost or damaged;*
 - *repairing whatever is damaged.*

- *We base the compensation on the replacement value of similar new property at the time of the loss or damage. The limit of compensation is the amount shown in the *schedule* and must include demolition and professional fees.*



After the lender's rights

- If *you* have a mortgage bond registered over the *Residence* and *you* claim for loss or damage, *we* compensate the lender (also known as the mortgagee) first.

The compensation is limited to the amount that *you* owe on the mortgage bond.

An example:

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

- If *you* act or fail to act in a way that makes this policy invalid, *we* will still compensate the lender if:
 - the lender did not know that *you* acted or did not act in a way that made this insurance invalid;
 - the lender tells *us* of the act or omission as soon as it becomes aware of it.

Make sure you are not under-insured for your Residence

- It is *your* responsibility to insure *your Residence* for the replacement value. The replacement value means:
 - the cost to repair or rebuild the *Residence* at the time of the loss or damage with new materials; and
 - the cost of demolition and professional fees.
- If, at the time of loss or damage, the replacement value is more than the insured amount, *we* will not compensate *you* for the full amount of *your* claim. *We* calculate the difference between the replacement value and the insured amount and apply this proportionately to *your* claim. *You* are responsible for the difference.

An example:

The replacement value of *your Residence* is R1 000 000. *You* insure it for R800 000 (i.e., there is a limit of compensation of R800 000). *You* have only insured it for 80% of its value.

There is R500 000 damage to the *Residence*. *We* will pay 80% of the damage, which is R400 000, less the excess. *You* are responsible for the difference.

Matching building materials

- *We* do not have a duty to repair the *Residence* to precisely match its previous state. *We* will repair it as close as circumstances reasonably allow.
- Where *we* cannot match it exactly, *we* will use materials that, in *our* opinion, match the damaged or lost materials as closely as possible.
- *We* will only do this to the part of the structure where the loss or damage has occurred. *We* will not pay for matching building materials to create a uniform effect throughout *your Residence*.



➤ Excess

- *There is an excess in the schedule for Buildings insurance. This is the amount that you must pay before we will compensate you.*

❖ Special conditions

You must have effective security measures

➤ Burglar bars

- If we require that *you* have burglar bars, *we* compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft the burglar bars are fitted.

➤ Security gates

- If we require that *you* have security gates, *we* compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft all the following conditions are met:
 - ⇒ the security gates are fitted;
 - ⇒ the security gates are locked when *your Residence* is left unattended.

➤ Alarm system

- If we require that *you* have an alarm system, *we* compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft all the following conditions are met:
 - ⇒ the alarm system is installed;
 - ⇒ the alarm system is in working order;
 - ⇒ none of the 'passive infrared motion detectors' of the alarm system are obstructed;
 - ⇒ if *your Residence* is left unattended, the alarm is armed for the entire *Home* and *Outbuildings*.

➤ Perimeter security

- Perimeter security refers to precautions taken on the boundary of the grounds to protect against theft or attempted theft. An example is an electric fence.
- If we require that *you* have perimeter security, *we* compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft, all of the following conditions are met:
 - ⇒ the perimeter security is in working condition;
 - ⇒ if the perimeter security can be armed, then it must be armed.

➤ Tenants' behaviour

- If a tenant living in the *Residence* acts or fails to act in a way that would make this policy invalid, *we* still compensate *you* if:
- *you* do not know of or agree to the tenant's act or failure to act;
 - ⇒ *you* tell *us* about the act or failure to act as soon as *you* find out about it.



➤ Surveys

- We may ask a surveyor to survey *your Residence* at any time.
- Based on the outcome of this survey, we may immediately do one of the following:
 - ⇒ change the terms, conditions and exclusions of *your* insurance
 - ⇒ cancel *your* insurance
 - ⇒ treat *your* policy as null and void
 - ⇒ require additional security measures to be effected within a given timeframe

❖ Subsidence and Landslip (Limited Cover)

- You are covered for loss or damage to the building caused by subsidence, landslip or heave of the land supporting it.
- However, you are not covered if this is caused by:
 - normal settlement, shrinkage or expansion of the building
 - structural alterations, additions or repairs
 - the compaction of infill
 - defective or faulty design, materials or workmanship
 - excavations other than mining operations
 - removal or weakening of support to the building
 - contraction or expansion of soil, clay or similar types of soil
 - moisture or damp.

In addition, we are not liable for:

- loss or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences or retaining and screening walls – unless the building is damaged at the same time by the same event loss or damage to solid floor slabs or any part of the building resulting from the movement of the slabs, unless the foundations supporting the external walls are damaged by the same cause at the same time
- damage that existed before your cover started
- work necessary to prevent further loss or damage from subsidence, landslip or heave, except where appropriate design precautions were implemented during the original construction of the building or any subsequent additions to it.



- If required, you will have to prove that the loss or damage being claimed for was caused by subsidence, landslip or heave.

Subsidence means sinking i.e. the vertical, downward movement of soil. It includes settlement, which is lateral movement.

Landslip means the sliding down of a mass of land. It is, in effect, a small landslide and typically occurs on a slope.

Heave means the upward movement of soil supporting the dwelling.

➤ **Excess**

- *You will be responsible for the excess payable up to the amount as stated in the Schedule before we compensate you.*

❖ MALICIOUS DAMAGE EXTENSION

Subject otherwise to the terms, conditions, exceptions and warranties contained therein, this section is extended to cover damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such damage, *other than damage to:*

- *moveable property which is*
 - *stolen*
 - or**
 - *damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured;*
- *moveable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured;*
- *immovable property owned or occupied by the insured occasioned by or through or in consequence of:*
- *the removal or partial removal or any attempt thereof of;*
- *the demolition or partial demolition or any attempt thereof of the said immovable property or any part thereof with the intention of stealing any part thereof*
 - *damage related to or caused by fire or explosion;*
 - *consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured;*
 - *damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;*
 - *damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;*



- *damage related to or caused by any occurrence 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, loss or damage not covered by this section, **the burden of proving the contrary shall rest on the insured.***

If any building insured or containing the insured property becomes unoccupied for 30 (thirty) consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless the insured, before the occurrence of any damage, obtains the written agreement from us to continue this extension. During the period of the initial unoccupancy of 30 consecutive days, you shall become a co-insurer with us and shall bear a proportion of any damage equal to 20 percent of the claim before deduction of any excess.

SPECIFIC EXCEPTIONS: (What we do not cover)

We will not be liable for loss or damage directly or indirectly caused or aggravated by:

- *wear and tear, gradual deterioration or gradual operating causes;*
- *the insured's failure to take all necessary precautions for the maintenance and safety of the buildings.*

Optional Cover if stated in the schedule

❖ SUBSIDENCE AND LANDSLIP (COMPREHENSIVE COVER)

- You are covered for loss of or damage to the building caused by subsidence, landslip or heave of the land supporting it.
- However, you are not covered if this is caused by:
 - normal settlement, shrinkage or expansion of the building
 - structural alterations, additions or repairs
 - the compaction of infill
 - defective or faulty design, materials or workmanship
 - excavations other than mining operations
 - removal or weakening of support to the building.

In addition, we are not liable for loss or damage to septic and conservancy tanks, or drains and water courses, unless the building is damaged at the same time by the same insured event. Any damage that existed before your policy started is not covered.



If required, you will have to prove that the loss or damage being claimed for was caused by subsidence, landslip or heave.

Subsidence means sinking i.e. the vertical, downward movement of soil. It includes settlement, which is lateral movement.

Landslip means the sliding down of a mass of land. It is, in effect, a small landslide and typically occurs on a slope.

Heave means the upward movement of soil supporting the dwelling.

➤ **Excess**

- *You will be responsible for the excess payable up to the amount as stated in the schedule before we compensate you*



5. CONTENTS

❖ Definitions in this section

You means the policyholder and other people we insure under this section.

Spouse means a person who:

- Is the partner of the policyholder in any marriage, civil union or customary union recognized by South African law; or
 - Is living with the policyholder in a relationship that is intended to be permanent and who is named in the schedule
- **Residence** means the main building and buildings connected by a door to the main building (adjoining buildings) situated at the address shown in the *schedule*. It is the *Residence* where *you* live permanently. Unless otherwise stated in the *schedule*, the buildings and adjoining buildings must be made of brick, stone or concrete with a slate, tile, metal, concrete or asbestos roof.
- **Outbuildings** means the separate buildings on *your* property, for example domestic *Outbuildings*, *Home* offices, and private garages also situated at the address shown in the *schedule*. Unless otherwise stated in the *schedule*, the *Outbuildings* must be made of brick, stone or concrete with a slate, tile, metal, concrete or asbestos roof.
- **Negotiable instruments** mean written orders or unconditional promises to pay a fixed sum of money on demand or at a certain time, such as cheques, money orders and promissory notes.
- **Household goods** means household contents and personal effects of the insured or is the insureds responsibility.

❖ Who WE insure

- We insure the following people under this section:
- the policyholder;
 - the policyholder's spouse;
 - the policyholder's or spouse's children;
 - other family members who permanently live with the policyholder and are financially dependent on the policyholder. To be insured, these family members must be named in the *schedule*.

❖ What WE insure

Household Contents

- This insurance gives compensation for loss of or damage to Household Goods caused by an Insured event and will pay for or may choose to repair or replace it. The amount payable will be the current replacement cost. Household Goods must belong to *you* or be *your* responsibility and must be used for *your* own private purposes, including:
- Goods in *your Residence*, for example:
- personal belongings (clothes, handbags);



- equipment and appliances (audio-visual, vacuum cleaners, fridges);
- furnishings;
- outdoor and garden items;
- money and other negotiable instruments (cheques), limited to R3 000 (three thousand) subject to forcible or violent entry or exit.
- Goods in *your Outbuildings* up to R7 500 (seven thousand five hundred) unless there is forcible or violent entry or exit

❖ Insured events

Loss or damage by insured events

- We compensate you for loss or damage to Household Goods caused by the following insured events:
 - Fire, explosion and lightning;
 - Malicious damage; *except for loss or damage:*
 - ⇒ *caused by someone living in the Residence or Outbuildings*
 - ⇒ *that occurs while your Residence or Outbuildings are being lent, let, or sublet*
 - ⇒ *caused by theft or attempted theft where there is forcible or violent entry or exit*
 - Storm, wind, water, flood, hail or snow; *except for loss or damage:*
 - *to goods in the open unless they are intended to operate in the open;*
 - *Caused by a process which necessitates the use or application of water, or gradual seepage of water.*
 - Earthquake;
 - Bursting, leaking or overflowing of pipes and water apparatus (including geysers), pipes or fixed oil-fired heating apparatus, excluding damage caused to the apparatus or pipes or geysers.
 - *We do not compensate you for damage to the apparatus or pipes themselves;*
 - Loss of or damage to Household Goods caused by impact to the *Residence and Outbuildings'*;
 - Gradual sinking of land (subsidence), and landslip of the land supporting the *Residence and Outbuildings*, if shown in the *schedule as included*
 - *except for loss or damage caused by:*
 - ⇒ *or made worse by faulty design, insufficient compacting of filling, poor construction;*
 - ⇒ *removal or weakening of support;*
 - ⇒ *structural alterations, additions or repairs;*
 - ⇒ *surface or subterranean excavations except those performed during mining operations;*
 - ⇒ *normal settlement, shrinkage or expansion;*
 - ⇒ *contraction or expansion of clay and similar soil types due to its moisture or water content.*
 - ⇒ *Damage to drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates and fences, driveways, paving, swimming pools or tennis courts, patios, terraces, septic or conservancy tanks, solid floor slabs or any other part of the residence*



resulting from the movement of such slabs, unless the foundations supporting the external walls of the residence or outbuildings are damaged by the same cause at the same time.

⇒ *Work necessary to prevent further loss or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the residence and any subsequent additions thereto.*

In any action suit or other proceeding where we allege that, by reason of the provisions of this insured event any damage is not insured by this insurance, the burden of proving the contrary shall rest with you.

❖ Other loss or damage

➤ Fire brigade charges

- We compensate you for the reasonable costs that the fire brigade charges you for putting out a fire at the *Residence* and *Outbuildings*.

➤ Loss of water by leaking

- We compensate you for the costs of water lost from leaking pipes in the *Residence*, *Outbuildings* and on the grounds, if you are responsible for paying these costs.
- We only compensate you if the water reading is above the average of the previous *four* readings by 50% or more.
- If you discover a leak - either by physical evidence or from an abnormally high water bill - you must immediately take steps to repair the pipes at your own cost or we will not compensate you for the costs of the loss of water.
- We do not compensate you for water lost from:
 - ⇒ leaking taps, geysers, or toilets;
 - ⇒ swimming pools or leaks in their inlet or outlet pipes;
 - ⇒ leaks that happen when the *Residence* or *Outbuildings* are not occupied for more than 30 days.
- you can claim for a maximum of two separate incidents of this kind in each 12-month period.
- we compensate you up to the limit shown in the *schedule*.

➤ Cost of clearing debris after an Insured event

- We compensate you for the reasonable cost of removing debris from the *Residence* and *Outbuildings* and grounds after loss or damage to the Household Goods caused by an Insured event.

➤ Loss or damage from theft or attempted theft *From the Residence and Outbuildings*

- We compensate you for loss or damage to Household Goods caused by theft or attempted theft from:
 - ⇒ the *Residence*;
 - ⇒ the *Outbuildings*, only up to the limit shown in the *schedule* unless you can prove that there are visible signs of forced entry or exit;
 - ⇒ building you are temporarily living in;



- ⇒ building *you* are employed in, only up to the limit in the *schedule* unless *you* can prove that there are visible signs of forced entry or exit. *We do not compensate you for theft or attempted theft of jewellery, watches, mobile communication equipment, ipods, laptops, palmtops, electronic notebooks and GPS devices from a building where you are employed;*
 - ⇒ commercial storage facility where *you* have deposited Household Goods for safe keeping or at any hotel, guesthouse, club or bank safe;
 - ⇒ inside the building of a business where *your* Household Goods are being made up, altered, renovated, repaired, cleaned or dyed, if there are visible signs of forced entry or exit.
- From the grounds of your Residence and Outbuildings
- We compensate *you* up to the limit shown in the *schedule* for loss from theft of the following goods if they are stolen from the grounds of *your Residence* and *Outbuildings*:
 - ⇒ laundry;
 - ⇒ garden and swimming pool furniture and equipment, pool safety nets and covers, for no more than R5 000 (five thousand);
 - ⇒ Household Goods or personal belongings.
- While moving Household Goods to a new Residence
- We compensate *you* up to current replacement costs of R5 000 (five thousand) for loss from theft of the Household Goods while professional movers are moving them when *you* permanently move *Residence*.
- While you are transporting Household Goods
- We compensate *you* up to current replacement costs of R5 000 (five thousand) for loss from theft of Household Goods if:
 - they are being moved to or from a commercial storage facility or bank safety deposit facility;
 - *you* are transporting the Household Goods to or from any place of purchase, repair or renovation. There must be visible signs of forced entry or exit from the *vehicle*;
 - there is an *accident* involving the *vehicle* carrying the Household Goods. We compensate *you* only if *you* are transporting the Household Goods to or from any place of purchase, repair or renovation.
- Trauma counselling after a violent event
- We compensate *you* up to R5 000 (five thousand) if *you* or *your* domestic staff need professional counselling after being a victim of violent theft, attempted theft or hold up.
- Loss of or damage to guests' property
- We compensate *you* up to R5 000 (five thousand) for Household Goods and personal belongings of a guest living with *you* temporarily, if they do not have any other insurance.
 - To receive compensation, the Insured event must have taken place at the *Residence* and/or *Outbuildings*.
 - *This excludes money and negotiable instruments (for example, cheques).*
- Loss of or damage to domestic staff's property
- We compensate *you* up to R5 000 (five thousand) for Household Goods and personal belongings of *your* domestic staff.



- To receive compensation, the Insured event must have taken place at the *Residence* and *Outbuildings*.
- *This excludes money and negotiable instruments (for example, cheques).*
- Loss or damage to documents caused by an Insured event
 - We compensate *you* up to R5 000 (five thousand) for the cost of materials and labour to replace personal documents lost or damaged by an Insured Event.
 - *We do not compensate you for the value that you attach to the document's content.*
- Employing a security guard
 - We compensate *you* up to R7 500 (seven thousand five hundred) for the reasonable cost of employing a security guard after loss or damage from an Insured event.
- Keys, locks and electronic security devices
 - We compensate *you* up to R7 500 (seven thousand five hundred) for reasonable costs to repair or replace lost or damaged:
 - keys, including card keys;
 - locks;
 - remote controls.
 - We compensate *you* up to the limit shown in the *schedule* only if *you* own the *Residence* and *Outbuildings* and need the above devices for doors, windows, safes or alarms for that *Residence* and *Outbuildings*.
- Alternative accommodation and rent
 - If the *Residence* or *Outbuilding* is not fit to live in because of loss or damage from an Insured event, we compensate *you* for either of the following:
 - the rent which *you* pay as the occupier of the *Residence* or *Outbuilding*;
 - alternative accommodation of similar value and location as the *Residence* or *Outbuilding*.
 - We only compensate *you* for a period reasonably needed to make the *Residence* or *Outbuilding* fit to live in again.
 - *We do not compensate you for more than 20% (twenty percent) of the limit of compensation for Household Goods.*
- Medical and veterinary expenses
 - We compensate *you* up to R7 500 (seven thousand five hundred) for medical and veterinary expenses for accidental bodily injury under the following circumstances:
 - domestic animal *you* own injures another person;
 - injury to a guest or visitor arising from any defect in the *Residence* and *Outbuildings*;
 - injury to domestic staff while working for *you*;
 - a road accident injury to a domestic animal that *you* own.
 - *We do not compensate you if the injured person or animal is covered by any other insurance, including medical aid.*



➤ Accidental death from injury in the *Residence and Outbuildings*

- We compensate *you* up to R5 000 (five thousand) for persons under 18 (eighteen) years of age or R10 000 (ten thousand) over 18 (eighteen) years but under 76 (seventy-six) years of age if *they* suffer an accidental bodily injury in the *Residence and Outbuildings* and *death occurs* within 90 (ninety) days as a direct result of the injury.

➤ **Optional Cover - Accidental damage**

- We compensate *you* for accidental damage to any of the following Household Goods:
- The General exception dealing with power surge is deleted
- Accidental damage which includes power surges to Household Contents in the residence provided that we will not be liable under this insured event for:
 - ⇒ more than 20% (twenty percent) of the contents sum insured for any single item;
 - ⇒ more than the contents sum insured stated in the schedule for any one claim
 - ⇒ more than 20% (twenty percent) of the contents sum insured for television sets, video recorders, decoders, satellite dishes or aerials; limited to R10,000 (ten thousand) per item.
 - ⇒ sound reproduction equipment, DVD players including Blu-ray players; proximas and multi-media projectors limited to R10,000 (ten thousand) per item.
- *We do not compensate you for loss or damage to:*
 - ⇒ *Household Goods that are not in the Residence and Outbuildings'*
 - ⇒ *damage caused by mechanical or electric breakdown.*
 - ⇒ *wear and tear, rust, mildew, corrosion or decay, moths or other insects or their larvae;*
 - ⇒ *depreciation or any gradual operating cause, process of dyeing, cleaning or renovating;*
 - ⇒ *the action of light or climatic conditions;*
 - ⇒ *electronic, electrical and mechanical breakdown;*
 - ⇒ *over winding of items such as clocks;*
 - ⇒ *cracking, scratching, denting or chipping of furniture, glass, glassware, jewellery or other brittle articles;*
 - ⇒ *confiscation or detention by any process of law;*
 - ⇒ *deliberate power cuts or load shedding;*
 - ⇒ *consequential damage of any nature.*
 - ⇒ *garden equipment, furniture or tools. This includes equipment for a pool or a pond;*
 - ⇒ *sporting equipment if it was damaged while in use;*
 - ⇒ *firearms;*



➤ Accidental damage to glass

- We compensate *you* for accidental damage to mirrors or sheet glass in or on furniture or on an appliance up to R5,000 (five thousand) per item with a maximum of 20% (twenty percent) of the contents sum insured.

➤ Accidental spoiling of fridge and freezer contents

- We compensate *you* up to R7 500 (seven thousand five hundred) per claim limited to twice in a 12 (twelve) month period for the accidental spoiling of the contents of *your* fridges or freezers in *your Residence* and *Outbuildings* if the spoiling results from either:
 - ⇒ breakdown or accidental damage to the fridge or freezer;
 - ⇒ failure of the public power supply.
- We do not compensate *you* for:
 - ⇒ damage to fridges or freezers themselves;
 - ⇒ spoiling because of load shedding by a power supply authority, unless the power cut is longer than 24 hours;
 - ⇒ spoiling that has happened because you have not paid for or bought sufficient power or fuel.

➤ Accidental damage to domestic telephone instruments

- We compensate *you* up to R5,000 (five thousand) per claim in a 12 (twelve) month period for each domestic telephone instrument accidentally damaged in the *Residence* and *Outbuildings*.
- We do not compensate *you* for damage to:
 - ⇒ cellular telephones;
 - ⇒ portable, hand-held telephones;
 - ⇒ mobile communication equipment.

➤ Householder's Liability

- Liability as occupant of the *Residence* and *Outbuildings*
- What is insured under the Householder's Liability section - occupant
 - ⇒ We compensate *you* if *you* are held liable as the occupant of the *Residence* and *Outbuildings* for:
 - accidental death of another person occurring in the *period of insurance*;
 - accidental bodily injury or illness of another person occurring in the *period of insurance*;
 - accidental loss of or damage to property belonging to another person occurring in the *period of insurance*.

➤ Compensation

- The compensation includes the following:
 - ⇒ the amounts *you* are liable for;
 - ⇒ legal costs of the other person that *you* are liable for;
 - ⇒ costs that *you* incur with *our* permission to settle or defend the claim against *you*.



- Limit of compensation
 - ⇒ The compensation is limited to the current replacement cost at the time of the loss, damage, bodily injury, illness or death. This amount applies to any single event or for a series of incidents that are the result of one event.
- Liability as a tenant of the Residence and Outbuildings
 - What is insured under the Householder's Liability section - tenant
 - ⇒ We compensate you if you are held liable as the tenant of the Residence and Outbuildings for:
 - damage to the Residence and Outbuildings, including fixtures and fittings, caused by an insured event under this section occurring in the period of insurance;
 - accidental damage to fixed sanitaryware (for example, toilets, sinks or baths) or fixed glass occurring in the period of insurance;
 - accidental damage to water, sewerage, gas, electricity or telephone connections occurring in the period of insurance;
 - accidental death of another person occurring in the period of insurance;
 - accidental bodily injury or illness of another person occurring in the period of insurance;
 - accidental loss of or damage property belonging to another person occurring in the period of insurance.
- Compensation
 - ⇒ The compensation includes the following:
 - the amounts you are liable for;
 - legal costs of the other person that you are liable for;
 - costs that you incur to settle or defend the claim against you with our permission.
 - Limit of compensation
 - ⇒ The compensation is limited to the current replacement cost at the time of the loss, damage, bodily injury, illness or death. This amount applies to any single event or for a series of incidents that are the result of one event.
- What is not insured under Householder's Liability (both occupant and tenant) Claims by certain people
 - we do not compensate for Liability claimed by any of the following people:
 - you or any member of your family who normally lives with you;
 - ⇒ your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);
 - ⇒ your employees, other than your domestic employees, acting in the course of their employment with you at the time of the event.
- Liability related to property looked after or controlled by certain people
 - we do not compensate for Liability related to loss of or damage to property owned by, looked after or under the control of any of the following people:
 - ⇒ you or any member of your family who normally lives with you;



- ⇒ *your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);*
- ⇒ *your employees acting in the course of their employment with you at the time of the event.*
- **Liability not related to you being an occupant or tenant of the Home and Outbuildings**
 - *we do not compensate for Liability related to:*
 - ⇒ *your employment, business or profession;*
 - ⇒ *your ownership, occupation or renting of land or buildings other than the Residence and Outbuildings insured under this section;*
 - ⇒ *aircraft, vehicles or watercraft that you or your domestic employees own, look after or control.*
- **Liability arising from a contract**
 - *we do not compensate for Liability arising from a contract you entered into unless you would have been liable if there were no contract.*
- **Liability related to support of property**
 - *we do not compensate for Liability related to the vibration, removal, weakening or interference with the support of any land, building or other property.*
- **Fines and penalties**
 - *we do not compensate for any punitive damages, fines or penalties that you are held liable for.*
- **Pollution or contamination**
 - *We do not compensate for Liability related to pollution or contamination of any type. This includes the cost of cleaning up or replacing any property damaged by pollution or contamination.*

What we do not insure

- *We do not compensate you for any of the following:*
 - *theft of money and negotiable instruments except from the Residence and Outbuildings, limited to R3,000 (three thousand). You must show that there are visible signs of forced entry or exit;*
 - *theft or attempted theft from the Residence and Outbuildings while lent, let, sub-let unless there are visible signs of forced entry or exit from the Residence and Outbuildings;*
 - *theft or attempted theft from the Residence and Outbuildings while on show, unless there are visible signs of forced entry or exit from the Residence and Outbuildings;*
 - *loss of or injury to animals other than that specifically described in this section.*
 - *loss of or damage to:*
 - ⇒ *more than one gold coin, stamp and coin collections;*
 - ⇒ *cellphones;*
 - ⇒ *motor vehicles including their fitted accessories;*
 - ⇒ *caravans and trailers including their fitted accessories;*
 - ⇒ *air or watercraft and their fitted accessories and equipment (not a surfboard or paddle ski).*
 - ⇒ *stock-in-trade that you own or are responsible for;*



⇒ *loss of or damage to Household Goods that are more specifically insured elsewhere in this policy.*

❖ **Compensation**

➤ How we compensate you

- We compensate *you* for loss of or damage to Household Goods by one or a combination of the following:
 - ⇒ paying the costs of the loss or damage
 - ⇒ replacing whatever is lost or damaged
 - ⇒ repairing whatever is damaged.
- We base the compensation on the replacement value of similar new goods at the time of the loss or damage. The limit of compensation is the limit shown in the *schedule*.

➤ Limits of compensation

- If *you* claim for loss of or damage to precious metals and stones, jewellery, watches, furs, paintings, rugs and carpets, we only compensate *you* up to one-third of the limit of compensation for Household Goods.
- *Your schedule* shows the limits of compensation of each event or item we insure.

➤ **Excess**

- *There is an excess in the schedule for Household Contents. This is the amount that you must pay before we will start compensating you.*
- *This excess does not apply to claims for Householders Liability.*
- *It is your responsibility to insure your Household Goods for the replacement value.*
- *If, at the time of loss or damage, the replacement value is more than the insured amount, we will not compensate you for the full amount of your claim. We calculate the difference between the replacement value and the insured amount and apply this proportionately to your claim. You are responsible for the difference.*

➤ **Make sure you are not under-insured**

❖ **Special conditions**

➤ You must give proof of ownership

- You must give us acceptable proof in South African Rand that *you* owned an item, or acceptable documentary proof of its value, if we ask for it.

➤ You must give 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 the loss or damage.
- If *you* do not have this certificate, *your* claim will be limited to the limit shown in the *schedule* for each item.

➤ You must keep jewellery and watches in a safe

- You must keep jewellery and watches over R25, 000.00 (Twenty five thousand Rand) in an approved safe. This is called the 'safe warranty limit'.



- 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 for more than the 'safe warranty limit' of R25, 000.00 (Twenty five thousand Rand) if *you* do not lock the item in a safe while *you* are not wearing it.

➤ Pairs and sets

- *We do not compensate you for any additional, special value that an item has because it is part of a pair or set. We only compensate you for the proportionate value of the part of the set that is lost or damaged.*

You must have effective security measures

➤ **Burglar bars**

- If *we require* that *you* have burglar bars, we compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft the burglar bars are fitted.

➤ **Security gates**

- If we require that *you* have security gates, we compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft all the following conditions are met:

⇒ the security gates are fitted;

⇒ the security gates are locked when *your Residence* is left unattended.

➤ **Alarm System**

- If we require that *you* have an alarm system, we compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft all the following conditions are met:

⇒ the alarm system is installed;

○ the alarm system is in working order;

○ none of the 'passive infrared motion detectors' of the alarm system are obstructed or bypassed;

○ if *your Residence* and *Outbuildings* are left unattended, the alarm is armed for the entire *Residence* and *Outbuildings*.

➤ **Perimeter security**

- Perimeter security refers to precautions taken on the boundary of the grounds to protect against theft or attempted theft. An example is an electric fence.

- If we require that *you* have perimeter security, we compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft, all of the following conditions are met:

⇒ the perimeter security is in working condition;

⇒ if the perimeter security can be armed, then it must be armed.

➤ Tell *us* if *you* are away for more than 60 days

- *You* must tell *us* if *you* intend leaving *your Residence* and *Outbuildings* unoccupied for more than 60 (sixty) consecutive days in any 12(twelve) month period so that we can adjust *your* premium or change *your* terms, conditions and exclusions. If *you* do not tell *us* we will not compensate *you* for



any loss or damage while the *Home* and *Outbuildings* are unoccupied. If only an outbuilding is occupied, we do not consider the *Home* and *Outbuildings* occupied.

➤ Surveys

- We may ask a surveyor to survey *your Home* and *Outbuildings* at any time.
- Based on the outcome of this survey, we may immediately do one of the following:
 - ⇒ change the terms, conditions and exclusions of *your* insurance
 - ⇒ cancel *your* insurance;
 - ⇒ treat *your* insurance as null and void



6. PERSONAL COMPUTERS

❖ Definitions of this section

You means the policyholder and anyone we insure under this section.

Your computer means any *computer* and accessories that belong to *you*. It includes the keyboard, monitor, printer, and any other accessories, including software, described in the *schedule*.

❖ Who WE insure

We only insure the following people if named in the *schedule*:

- the policyholder;
- Members of the policyholder's family who live with them.

❖ What WE insure

- Physical loss or damage
 - We compensate *you* for physical loss of or damage to *your computer*.
- **Loss of data and programmes**
 - We compensate *you* for the reasonable cost of recompiling data or programmes that are lost because they have been accidentally erased.
 - We compensate *you* up to the limit shown in the *schedule* for any single loss or series of losses that are the result of one event.

What WE do not insure

- **Erasing data**
 - For loss of data or programmes, we do not compensate you for accidentally erasing data caused by:
 - ⇒ *program errors*;
 - ⇒ *viruses, trojans, worms or other destructive media or computer programs*;
 - ⇒ *incorrect data entries*;
 - ⇒ *corrupted data*.
- **Physical loss or damage**
 - For physical loss or damage, we do not compensate you for:
 - ⇒ *loss or damage that is insured under any maintenance or lease agreement or arrangement*;
 - ⇒ *loss or damage that is insured under any guarantee, service contract, or purchase agreement*;
 - ⇒ *loss or damage that happens because of*:
 - ⇒ *vermin or moths*;
 - ⇒ *a gradual cause*;



- ⇒ *cleaning or upgrading your computer;*
- ⇒ *your computer being confiscated or kept as part of a legal process;*
- ⇒ *wear and tear;*
- ⇒ *development of poor electrical and electronic contacts ;*
- ⇒ *scratches to the painted or polished surfaces;*
- ⇒ *viruses, trojans, worms or other destructive media or computer programs;*
- ⇒ *your computer working in an irregular or unusual way, unless it is caused by physical damage that is insured;*
- ⇒ *parts of your computer that have a short life span. Some examples of this are cathode ray tubes, bulbs, fuses and sacrificial buffer circuits. If these parts are affected when your computer is damaged, we compensate you for the remaining lifespan of the parts at the time of the damage;*
- ⇒ *your computer being stolen from an unattended motor vehicle. We compensate you if your computer was in a locked boot, or hidden in a compartment in a locked vehicle and there are visible signs of forced entry;*
- ⇒ *Consequential loss is any additional loss or damage that happens as a result of the insured loss or damage.*

❖ Compensation

How we compensate you

- If *your computer* can be repaired
 - If *your computer* is physically damaged and can be repaired, we compensate *you* for the lower amount of:
 - ⇒ the cost of repair less the *excess*;
 - ⇒ the amount that *you* are insured for less the *excess*.
- If *your computer* cannot be repaired
 - If *your computer* is lost or physically damaged and cannot be repaired, we compensate *you* for the lesser of:
 - ⇒ the cost of replacing *your computer* with a *computer* of the closest possible performance and capacity, less the *excess*;
 - ⇒ the amount that *your computer* is insured for, less the *excess*.
- **Excess**
 - *There is an excess in the schedule for this section. This is the amount that you must pay before we start compensating you.*



7. ALL RISKS - insurance for personal belongings

❖ Definitions in this section

You means the policyholder and other people we insure under this section

Insured items Means both Unspecified and Specified items

➤ **Unspecified All Risks:**

- *your* clothing and personal items that you would normally wear or carry, excluding leather jackets and coats.;
- *your* personal kit that you would normally wear or use whilst participating in sport;
- Household Goods, including groceries that *you* are transporting to or from any place of purchase, repair or renovation.

Provided that our limit of liability in respect of any one item, pair or set shall not exceed 20% (twenty percent) of the sum insured.

➤ **Specified:**

- Personal property named in the *schedule*;
- money, cheques or similar documents if shown in the *schedule up to R1,000 (one thousand rand) per claim.*

❖ Who WE insure

Under this section, we insure:

- the policyholder;
- members of the policyholder's family who live with them and who are named on the *schedule*.

❖ What WE insure

We compensate *you* if an insured item is accidentally lost or damaged.

➤ **Items that must be specified**

- We compensate *you* for items that are specified in the *schedule*, such as but not limited to:
 - ⇒ mobile communication devices, such as cell phones;
 - ⇒ audio-visual devices, such as car radios, mp3 players, gaming devices and cameras;
 - ⇒ GPS equipment;
 - ⇒ bicycles, surf boards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurfers and sailboards;
 - ⇒ tools;
 - ⇒ stamp and coin collections;



- ⇒ money and documents;
- ⇒ Sports Equipment over R15, 000.00 (Fifteen Thousand Rand)
- ⇒ furs and leather jackets;
- ⇒ wheelchairs;

❖ Firearms

- All firearms and ammunition must be kept in an approved locked safe while not being used or carried by a licensed owner. *Failure to do so will result in the rejection of a claim in respect of any loss to such firearms*
- A copy of the current firearm license of the owner must be provided and any other compliance to any regulation relating to the possession of a firearm will be required by us in the event of a claim

❖ Hole-in-one

- *Provided that you have insured your golf equipment, we will compensate you for expenses related to hitting a hole-in-one during the period of insurance while playing golf as an amateur. The hole-in-one must happen on a registered golf course. You must be playing according to the recognised rules of golf.*
- The secretary of the relevant golf club must confirm in writing that you hit the hole-in-one.
- *We compensate you with R2 500 (two thousand five hundred).*

❖ Full house

- *Provided that you have insured your bowls equipment, we will compensate you for expenses related to scoring a full house during the period of insurance while playing bowl as an amateur.*
- The full house must happen as part of an official competition. The game must be on a registered bowling green. *You must be playing according to the recognised rules of the game, with all eight or nine bowls to count.*
- The secretary of the relevant bowling club must confirm in writing that you scored a full house.
- If more than one person, we define as you, in this section was involved in the same full house, we compensate you only once for that full house.
 - *We compensate you with R2 500 (two thousand five hundred).*

What WE do not insure

- *Items that we do not insure under this section*
 - *We do not compensate you for:*
 - ⇒ *motor vehicles and accessories (other than specified car radios and sound systems);*
 - ⇒ *trailers and caravans;*
 - ⇒ *hang gliders;*
 - ⇒ *aircraft and watercraft.*
- *Items insured elsewhere*
 - *We do not compensate you under Unspecified for items that are specified or insured elsewhere.*



- **Computers**
 - *We do not compensate you for any computer equipment or accessories. This includes laptops.*
- **Loss or damage that we do not insure Wear and tear**
 - *We do not compensate you for wear and tear.*
- **Pairs and sets**
 - *We do not compensate you for any additional, special value that an item has because it is part of a pair or set. We only compensate you for the proportionate value of the part of the set that is lost or damaged.*
- **Electronic data**
 - *We do not compensate you for the cost of reproducing sounds, data and images that are lost from tapes, records, films, magnetic media or any other electronic media.*
- **Household pests**
 - *We do not compensate you for loss or damage caused by household pests such as rats, moths, insects and vermin.*
- **Cleaning, dyeing and renovating**
 - *We do not compensate you for loss or damage caused by cleaning, dyeing or renovating, damp, rust, mildew, corrosion, wet or dry rot.*
- **Confiscation and detention**
 - *We do not compensate you for loss or damage to items that are confiscated or detained by a process of law.*
- **Photographic and optical equipment**
 - *We do not compensate you for loss of or damage to photographic and optical equipment that you use for professional purposes.*
- **Electrical and mechanical breakdown**
 - *We do not compensate you for electrical and mechanical breakdown.*
- **Cellphones**
 - *We will not be liable to indemnify you against loss, theft, destruction or damage to any cellphone unless you have provided the blacklisting reference number.*

❖ **Compensation**

How we compensate you

- We can choose one or more of the following ways to compensate you:
 - paying the costs of the loss or damage;
 - replacing whatever is lost or damaged;
 - repairing whatever is damaged.



- Limit of compensation
 - For General:
 - ⇒ for any one item we only compensate you up to 20% of the total limit of compensation for the Unspecified item;
 - ⇒ for the whole claim, we compensate you up to the limit shown in the *schedule*.
 - For Specified:
 - ⇒ We compensate you up to the limit shown in the *schedule* for specified items.
- For personal documents
 - We only compensate you for the value of the materials and the cost of labour to replace personal documents. We do not compensate you for *Consequential loss, which is any additional loss or damage that happens as a result of the insured loss or damage.*
- For stamp collections
 - We compensate you for a stamp collection if:
 - ⇒ it is specified in the *schedule*,
 - ⇒ one or more complete pages of the collection are lost or damaged;
 - ⇒ For any one stamp, we do not compensate you more than two-thirds of the value of that stamp in a current, recognised catalogue limited to R5 000 (five thousand) any one stamp.
- For coin collections
 - We compensate you for a coin collection if it is specified in the *schedule*.
 - We do not compensate you for:*
 - ⇒ *current valid coins;*
 - ⇒ *more than R5 000 (five thousand) for any one coin;*
- For items in bank safety deposit boxes
 - We compensate you for items specified in the *schedule* shown as being kept in a bank safety deposit box. We only compensate you for that item if it is in a safety deposit box in the bank at the time of the loss or damage.
 - If you remove the item from the bank safety deposit box then you must notify us and insure the item as a specified item.
- For items stolen from vehicles
 - We only compensate you for items stolen from an unattended car if there are visible signs of forced entry
- Make sure you are not under-insured
 - It is your responsibility to insure your items for the replacement value.
 - If, at the time of loss or damage, the replacement value is more than the insured amount, we will not compensate you for the full amount of your claim. We calculate the difference between the replacement value and the insured amount and apply this proportionately to your claim. You are responsible for the difference.



➤ **Excess**

- *There is an excess in the schedule for this section. This is the amount that you must pay before we compensate you.*

❖ **Special conditions**

➤ **You must give proof of ownership**

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

➤ **You must give proof of valuation of jewellery and watches**

- *You must give us a professional valuation certificate for all insured jewellery and watches. This valuation must be done before the loss. If you do not have this certificate, your claim will be limited to the limit shown in the schedule.*
- *Where any single item of jewellery exceeds R20,000 (twenty thousand rand) in value it is a condition that the precious stone settings and necklace/bracelet clasps are inspected by a qualified jeweller every two years and that any defects are remedied. Failing to comply with this condition will result in the rejection of any claims for such items.*

➤ **The contents of caravans and camper trailers**

- *We only compensate you for the contents of caravans and camper trailers if they are specified in the schedule.*

➤ **What is insured**

- *We cover your insured item while it is in the caravan, camper trailer or in an attached tent.*

➤ **What we do not insure**

- *We do not compensate you for:*
 - ⇒ *theft of insured item(s) while the caravan and attached tent is unoccupied, unless there are visible signs of forced entry;*
 - ⇒ *theft of insured item(s) from the camper trailer and attached tent, R1 000 (one thousand) unless there are visible signs of forced entry;*
 - ⇒ *permanent fittings of the caravan or camper trailer. Permanent fittings are items that were fitted by the manufacturer of the caravan or camper trailer;*
 - ⇒ *loss or damage caused by fraud or dishonesty by a person who has borrowed or hired the caravan.*
- *The terms and conditions we list under 'What we do not insure' in this section also apply to the contents of caravans, camper trailers and attached tents.*

➤ **Limit of compensation**

- *The compensation is limited to R1 000 (one thousand) for any one article at the time of the insured event. This amount applies to any single event or for a series of incidents that are the result of one event.*



8. PERSONAL LIABILITY

❖ Definitions in this section

You means the policyholder and anyone we insure under this section

❖ Who WE insure

- We only insure the following people if named in the schedule:
 - the policyholder;
 - members of the policyholder's family who live with them.

❖ What WE insure

- Accidental death, bodily injury, illness, loss or damage to property
 - We compensate you if you are held liable for:
 - ⇒ accidental death of another person occurring in the period of insurance;
 - ⇒ accidental bodily injury or illness of another person occurring in the period of insurance;
 - ⇒ accidental loss of or damage to property belonging to another person occurring in the period of insurance.
 - ⇒ If a claim results in any way from wrongful arrest, we compensate you under the wrongful arrest provisions below.
- Compensation
 - The compensation for accidental death, bodily injury, illness, loss of or damage to property as above includes the following:
 - ⇒ the amounts you are liable for;
 - ⇒ legal costs of the other person that you are liable for;
 - ⇒ costs that you incur with our permission to settle or defend the claim against you.
- **Limit of compensation**
 - The compensation is limited to the amount shown in the schedule at the time of the loss, damage, bodily injury, illness or death. This amount applies to any single event or for a series of incidents that are the result of one event.
- Wrongful arrest
 - We compensate you if you are held liable for wrongful arrest which occurred during the period of insurance. This includes Liability for an assault or search connected to that wrongful arrest.
- Compensation
 - The compensation for wrongful arrest includes the following:
 - ⇒ the amounts you are liable for;



- ⇒ legal costs of the other person that you are liable for;
- ⇒ costs that you incur to settle or defend the claim against you with our permission.

➤ **Limit of compensation**

- The compensation is limited to the limit shown in the schedule at the time of the wrongful arrest. This amount applies to any single event or for a series of incidents that are the result of one event.
- The limit of compensation in any 12 (twelve) month period is the limit shown in the schedule.

➤ **Contracts with security, armed response and garden services companies**

- We compensate you if you are held liable for the following:
 - ⇒ another person's accidental death, bodily injury, illness occurring during the period of insurance;
 - ⇒ loss of or damage to another person's property occurring during the period of insurance;
 - ⇒ wrongful arrest that results from any contract with a security company armed response or garden service company occurring during the period of insurance in respect of the property insured under the Buildings or Contents sections of this policy.

❖ **Compensation**

- The compensation for accidental death, bodily injury, illness, loss of or damage to property or wrongful arrest as above, includes the following:
 - ⇒ the amounts you are liable for;
 - ⇒ legal costs of the other person that you are liable for; and
 - ⇒ costs that you incur to settle or defend the claim against you with our permission.

➤ **Limit of compensation**

- The compensation is limited to R50 000 (fifty thousand) in respect of all death, injury, illness, loss and damage sustained during any 12 (twelve) month period of insurance. This amount applies to any single event or for a series of incidents that are the result of one event.

➤ **Bank and SIM cards**

- We compensate you up to an amount of R5 000 (five thousand) if you are held liable for loss caused by the fraudulent use of your credit card, debit card or SIM cards during the period of insurance by any person who:
 - ⇒ is not a member of your family;
 - ⇒ does not live with you.
- To be compensated you must:
 - ⇒ report the loss to the bank or other relevant company as soon as reasonably possible;
 - ⇒ have complied with the terms, conditions and exclusions of using that card.



➤ **Limit of compensation**

- The compensation is limited to the limit shown in the schedule at the time of the loss, damage, bodily injury or death. This amount applies to any single event or for a series of incidents that are the result of one event.
- The limit of compensation in any 12 (twelve) month period is the limit shown in the schedule.

What we do not insure

➤ Claims by certain people

- *We do not compensate for Liability claimed by any of the following people:*
 - ⇒ *you or any member of your family who normally lives with you',*
 - ⇒ *your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);*
 - ⇒ *your employees, other than domestic employees, acting in the course of their employment with you at the time of the event.*

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

- *We do not compensate for Liability related to loss of or damage to property owned by, looked after by or under the control of any of the following people:*
 - ⇒ *you or any member of your family who normally lives with you',*
 - ⇒ *your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);*
 - ⇒ *any employee acting in the course of their employment with you at the time of the event.*

➤ Liability related to your work, business and property

- *We do not compensate for Liability related to:*
 - ⇒ *your employment, business or profession;*
 - ⇒ *your ownership or occupation of land or buildings;*
 - ⇒ *aircraft, vehicles or watercraft (as defined in the Motor and Watercraft sections) that you or your domestic employees own, look after or control, other than model aircraft, surfboards or paddle skis.*

➤ Liability arising from a contract

- *We do not compensate for Liability arising from a contract you entered into unless you would have been liable if there were no contract, except for contracts entered into with security; armed response or garden services companies under this section.*

➤ Liability related to support of property

- *We do not compensate for Liability related to the vibration, removal, weakening or interference with the support of any land, building or other property.*

➤ Judgments or settlements under US or Canadian law

- *We do not compensate for:*
 - ⇒ *any award or settlement made in countries that follow the laws of the USA or Canada;*



⇒ *any order made to enforce an award or settlement made in the USA or Canada.*

➤ Fines and penalties

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

➤ Liability based on events deliberately caused

- *We do not compensate for any Liability if you, or any person colluding with you, caused the loss, damage, death or bodily injury deliberately.*

➤ Liability related to pollution or contamination

- *We do not compensate for Liability related to pollution or contamination of any type. This includes the cost of cleaning up or replacing any property damaged by pollution or contamination.*

➤ Liability relating to movable or immovable property

- *We do not compensate for Liability caused by the letting of hiring out of movable or immovable property for a fee.*



9. MOTOR

❖ Definitions in this section

You means the policyholder and other regular drivers named in the schedule

Vehicle means the insured vehicle listed in the schedule or the replacement vehicle, as relevant. It includes the factory fitted accessories and spare parts when they are in or on the vehicle.

Replacement vehicle means any vehicle from categories A-C below (Types of vehicles we insure). 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 repairs by the motor trade.

❖ Who WE insure

- The following people are insured:
 - the policyholder;
 - the regular drivers named in the schedule;
 - people driving your vehicle with your permission.

❖ What WE insure

- *We insure the vehicle listed in the schedule or any replacement vehicle.*
- The maximum compensation we give for a replacement vehicle is not more than the retail value of the insured vehicle on your policy.

Types of vehicle we insure:

Category	Type of vehicle	Description
A	Private Motor Vehicle	private motor cars including light delivery vehicles and motorised private caravans not exceeding 3500Kg
B	Motorcycles and related vehicles	motor cycles, tricycle, quadricycle, motor scooters (with or without a side car), cruiser, or motorcycle trailer specified in the schedule and owned by you.
C	Caravans and trailers	a caravan or trailer, including its permanent fittings. The caravan or trailer must not be self-propelled, designed to be pulled by a self-propelled vehicle specified in the schedule and owned by you.



❖ Types of vehicle USE

- When you insure the *vehicle*, you choose the description of use for the *vehicle*. **You may only use the vehicle for the purpose in the description you chose and as shown in the schedule.** If you use the vehicle for other purposes, we will not accept any claims. If you change the purpose of use of the vehicle, you must inform us immediately.
- The two descriptions and their purposes are:

Description	Purposes
1. Domestic use	Social, private, recreational, travel, and travel to and from work. It excludes any business travel.
2. Business use	Use for business travel, and social, private, recreational, travel, and travel to and from work

- We do not insure the following types of use:
 - ⇒ commercial travelling (for example, couriers);
 - ⇒ carrying fare-paying passengers;
 - ⇒ giving lifts to passengers for profit (for example, a vehicle-sharing agreement);
 - ⇒ carrying goods for trade;
 - ⇒ giving driving lessons for reward;
 - ⇒ hiring out the vehicle for reward;
 - ⇒ any racing or speed contest, rally or trial involving driving of any kind including use on 4x4 courses and test circuits. Gymkhanas, fun-day events or any events held on a race track sanctioned by or under the auspices of a motoring club;
 - ⇒ any purpose related to the motor trade, except when the vehicle is in the care of the motor trade for its maintenance or repair.
- Vehicle sharing applies to category “A” vehicles only.
 - ⇒ Accepting payment for giving lifts to passengers as part of a vehicle sharing agreement for social purposes or commuting, is not excluded under the type of vehicle use if both the following conditions are met:
 - the passengers are not being carried in the course of a passenger carrying business;
 - the total payment does not amount to profit.

❖ Vehicle value

- Reasonable retail value



- The reasonable retail value is the price at which a car dealer sells a vehicle with its factory-fitted accessories. The value is based on the retail value shown for the vehicle in a recognised and current motor trade publication. The vehicle's age, condition and odometer readings might affect the value.
 - ⇒ If you are the first registered owner of a new Private Motor Vehicle (provided that the mileage does not exceed 30,000 km (thirty thousand kilometers)) and within 12 (twelve) months of registration it is:
 - stolen or hijacked and not recovered and not physically returned to us
 - or**
 - damaged and the assessed cost of repairs exceeds 70% (seventy percent) of the current new retail price including VAT (Value Added Tax) the maximum amount payable by us will be the current purchase price of a new Private Motor Vehicle of the same or a similar model or the limit of indemnity stated in the schedule whichever is the lesser, less the Excess.
 - ⇒ If the Private Motor Vehicle is lost or damaged:
 - more than 12 (twelve) months after first registration
 - or**
 - you are not the first registered owner of the Private Motor Vehicle
- the maximum amount payable by us will be the limit of indemnity stated in the schedule or the reasonable retail value of the Private Motor Vehicle at the time of loss or damage whichever is the lesser, less the Excess.

➤ **Applicable to Motorcycles, Caravans and Trailers only**

The maximum amount payable by us will be the limit of indemnity stated in the schedule or the reasonable retail value of the motorcycle, caravan or trailer at the time of loss or damage whichever is the lesser, less the Excess.

- You must insure the following items separately:
 - ⇒ non-factory fitted accessories;
 - ⇒ credit shortfall (any amounts owing on the vehicle).
- You may change the amounts the non-factory accessories are insured for at any time. If you do, you may not make the changes effective before the date that you asked for the change. You must ensure that the value of the extra accessories is accurate and up to date.
- *Reasonable retail value does not apply to golf cars or recreational tractors.*



❖ Types of insurance

- There are three types of insurance under this section:
 - ⇒ Comprehensive;
 - ⇒ Third Party, Fire and Theft;
 - ⇒ Third Party only.
- The type of insurance you choose for each vehicle is shown in the schedule.
 - What we insure under each type of insurance

Comprehensive	Third party, fire and theft (Does not apply to Caravans and Trailers, Golf cars, Recreational tractors, three- and four-wheeled motorised vehicles)	Third party only (Does not apply to Caravans and Trailers, Golf cars, Recreational tractors, three- and four-wheeled motorised vehicles)
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❖ Comprehensive Motor Insurance

➤ What we insure

➤ If you chose comprehensive insurance, we compensate you for:

⇒	Loss or damage to the vehicle	Loss or damage to the vehicle from certain Insured events only
⇒	Costs to protect the vehicle	
⇒	Costs for emergency repairs	
⇒	Costs to tow and store	Refer to Assistance section of the wording
⇒	Delivery after repair	
⇒	Medical expenses	
⇒	Window glass	
⇒	Credit shortfall (optional)	
⇒	Emergency expenses for accommodation	
⇒	Mechanical and Electrical Breakdown	



⇒	Bereavement Expenses	
⇒	Trauma counseling after a violent act	Trauma counseling for trauma after a violent act
⇒	Locks, keys and remote control units	
⇒	Tracking device	
⇒	Car hire (optional)	

- If you have a valid claim for loss or damage under this section, we will also compensate you for the following:
 - Costs to protect the vehicle
 - If the insured loss or damage takes place, and we are unable to assist, we will pay the reasonable costs for protecting the vehicle, up to an amount of R5 000 (five thousand) for emergency repairs
 - If after an insured event and we are unable to assist you, you may authorise emergency repairs to the vehicle up to an amount of R5 000 (five thousand) less the excess, without our consent. You must immediately give us a detailed quotation from the repairer.
 - Costs to tow and store the vehicle
 - Refer to Assistance section of the wording
 - Delivery after repair
 - After your vehicle has been repaired in South Africa following a valid claim, we will pay the reasonable cost of delivering the vehicle to your Residence in South Africa.
 - Medical expenses
 - This insurance applies only to cars, as set out in 'Types of vehicle we insure', above.
 - If the driver or a passenger of the vehicle is physically injured because of loss or damage to the vehicle, we will pay the medical expenses you actually incur up to a limit of R5 000 (five thousand) for each occupant. The maximum we will pay for is R20 000 (twenty thousand) per occurrence. We give compensation only if the injured person does not have any other insurance for medical expenses, for example medical aid.
 - Window glass
 - If your window is damaged, we compensate you for replacing or repairing the window glass of the vehicle at a repairer of our choice. A separate excess amount will apply if you only claim for window glass. Sunroofs and other glass that forms part of the body of the car are not window glass.
 - Credit shortfall (optional)

This insurance is optional as shown in the schedule. Please check your schedule to see whether you are insured for credit shortfall.

 - This insurance applies only to cars, as set out in 'Types of vehicle we insure', above.



➤ What we insure under credit shortfall

- We compensate you for any credit shortfall you might have for the vehicle. The credit shortfall is the difference between:
- the total amount you owe at the date of loss or damage to a registered credit provider (under the National Credit Act, Act 34 of 2005)
- and
- the Retail value of the vehicle.
- We give compensation for credit shortfall if the vehicle is either:
 - ⇒ stolen or hijacked and not physically returned to you or to us;
 - ⇒ Written off. This is when the vehicle is damaged and, in our opinion, is not economical to repair.

An example of credit shortfall:

You buy a car for R160 000 and insure it for that value. You take out vehicle financing from a registered credit provider to pay off the car in instalments. Under the credit agreement, you owe the credit provider R220 000. If the car is stolen and you still owe the credit provider R210 000, we will pay R50 000 for the credit shortfall as well as the R160 000 being the retail or agreed value for the car.

➤ What you must give us when you claim for credit shortfall

- You must give us both of the following within 30 (thirty) days of the loss or damage:
 - ⇒ a copy of the credit agreement;
 - ⇒ a statement of your account showing the settlement balance that is outstanding at the date of loss or damage.

What we do not insure under credit shortfall

- *We do not include any of the following amounts in the compensation:*
 - ⇒ *Payments or interest that are in arrears before the date of loss or damage*
 - ⇒ *Early settlement penalties;*
 - ⇒ *If the vehicle is subject to an installment agreement that includes a residual payment, the maximum amount we will pay is the credit shortfall amount that would have existed if the vehicle was financed under a standard installment agreement without a residual payment. The relevant time for this recalculation of the credit shortfall will be the month in which the claim is settled;*
 - ⇒ *Any agreement whereby the amount of any single installment excluding the residual amount, differs by more than 10% from any other installment;*
 - ⇒ *Any other amounts that can be refunded to you (for example, extra payments you have made to reduce your credit);*
 - ⇒ *Any legal costs you owe to the finance company.*

➤ Bereavement Expenses

- You may only claim for Bereavement Expenses if we have accepted a claim for loss or damage under this section. We compensate your estate if as a result of the incident that led to the claim



you die within 3 (three) month. We will pay up to a maximum of R5 000 (five thousand) if not otherwise insured or for which you will be paid from another party.

➤ Locks, keys and remote control units

- We compensate you for costs reasonably and necessarily incurred for loss or damage to the vehicle's locks, keys and remote control units. We compensate you up to R10 000 (ten thousand) for any one claim.

➤ Trauma counseling after a violent act

- We compensate you for professional counseling that you pay for after being the victim of a violent act of theft, attempted theft, hold-up or hijacking of the vehicle. A registered professional counsellor must give the counseling.
- We compensate you up to a maximum of R7 500 (seven thousand five hundred) for any one claim.

➤ Liability

We compensate you if you are held liable for another person's death, bodily injury, loss or damage to property caused by the vehicle.

- See Liability section for terms and conditions

❖ **Third Party, Fire and Theft:**

What **WE** insure

If **YOU** chose insurance for Third Party, Fire and Theft, **WE** only compensate **YOU** for:

➤ **Loss or damage**

- Loss or damage to the private motor vehicle from:
 - ⇒ fire, lightning, explosion;
 - ⇒ theft and attempted theft of the private motor vehicle.

➤ **Liability**

- We compensate you if you are held liable for another person's death, bodily injury, loss or damage to property caused by the vehicle.
- See Liability section for terms and conditions

❖ **Third party only**

If you choose insurance for Third Party only, we only compensate you for Liability. See Liability section below, for terms and conditions

❖ **Liability**

Liability means responsible in law



What we insure

- Liability insurance for vehicles insured on this policy
 - We compensate you if you are held liable for another person's accidental death, bodily injury, loss or damage to property caused by:
 - ⇒ *the vehicle during the period of insurance; or*
 - ⇒ while the insured vehicle is towing a trailer, caravan, car or goods vehicle not exceeding 3500kg (three thousand five hundred) during the period of insurance.
 - ⇒ *We do not compensate if you are towing for reward.*
- Liability insurance while other people drive or use your vehicle
 - We will also compensate any person who is driving or using the vehicle with your permission if such person is held liable for another person's death, bodily injury, loss or damage to property occurring during the period of insurance. The person driving with your permission:
 - ⇒ must not have a right to compensation under any other insurance;
 - ⇒ must not have been refused motor insurance at any time;
 - ⇒ must comply with the terms, conditions and exclusions of this policy. It is your responsibility to ensure that any person driving or using your vehicle is aware of the terms, conditions and exclusions of this policy.
- Liability insurance for vehicles not insured on this policy
 - We also compensate you if you are held liable for another person's death, bodily injury, loss or damage to property (*excluding loss or damage to the vehicle itself*) caused while you drive or use a category A, or B type vehicle which is not insured on this policy during the period of insurance.
 - We only give compensation if:
 - ⇒ you do not own the vehicle;
 - ⇒ you are not buying, leasing or hiring the vehicle under a credit agreement or similar agreement.
 - Please check your schedule to see the Liability limits that apply to each vehicle.
- **Compensation**
 - The compensation includes the following:
 - ⇒ the amounts you are liable for;
 - ⇒ legal costs of the other person that you are liable for; and
 - ⇒ costs that you incur with our permission to settle or defend the claim against you.
- **Limit of compensation**
 - The compensation following fire or explosion is limited to not more than R1 000 000 (one million) at the time of the insured event. This amount applies to any single event or for a series of incidents that are the result of one event.
 - Passenger Liability is limited to no more than R1 000 000 (one million) including all costs and expenses for any one accident or series of accidents arising out of one incident.
 - Any other loss not more than R2 500 000 (two million five hundred thousand) including all costs and expenses for any one accident or series of accidents arising out of one incident.



- Legal representation for Liability claims
 - We may arrange:
 - ⇒ representation for you at any inquiry into death resulting from an insured event;
 - ⇒ legal representation for your defence at any criminal proceedings resulting from an insured event.

- *What is not insured under Liability Death of or bodily injury to certain people*
 - *We do not compensate for Liability for death of or bodily injury to the following people:*
 - ⇒ *you, a person using or driving the vehicle with your permission or members of your family who normally live with you;*
 - ⇒ *your employees, other than your domestic employees, acting in the course of their employment with you at the time of the event;*
 - ⇒ *any person in or on a caravan or trailer while it is being towed by the vehicle;*
 - ⇒ *any passenger who was outside the cab of the vehicle at the time of the event;*
 - ⇒ *any person travelling on or mounting onto, or dismounting from any LDV-Type vehicle.*

- *Loss of or damage to property belonging to certain people*
 - *We do not compensate for Liability for loss of or damage to property:*
 - ⇒ *that you, a person using or driving the vehicle with your permission or any members of your family own, look after or control;*
 - ⇒ *in or on a caravan or trailer while being towed.*

- **Liability arising from a contract**
 - *We do not compensate for Liability arising from a contract you entered into unless you would have been liable if there were no contract.*

- *Fines and penalties*
 - *We do not compensate for any punitive damages, fines or penalties that you are liable for.*

- *Liability related to pollution or contamination*
 - *We do not compensate for Liability that is related to pollution or contamination of any type. This includes the cost of cleaning up or replacing any property damaged by pollution or contamination.*

- *If you are insured under other insurance legislation*
 - *We do not compensate for Liability where you have insurance for Liability under any other motor vehicle insurance legislation.*

What we do not insure

- *We do not compensate you under the Motor section for claims for any of the following:*
 - *Deterioration in value resulting from repairs after an insured event.*
 - *Wear and tear, mechanical, electronic or electrical breakdowns, failure or breakages.*
 - *Damage to the tyres caused maliciously or by punctures, cuts and bursts, or by applying brakes.*
 - *Damage to the suspension caused by the inequalities of the road or other uneven surfaces.*



- *Any authority lawfully taking or impounding the vehicle or any part of the vehicle.*
- *Any event that takes place outside the countries where you are insured(see General section), except while the vehicle is in transit by water between ports in these countries.*
- *The vehicle being driven or used in any of the following circumstances:*
 - ⇒ *without a vehicle licence that is valid in the country where the vehicle is being used;*
 - ⇒ *while you, or any other person with your permission, drives the vehicle without a driver's or learner's license that is valid in the country where the vehicle is being used; or if you, or any other person with your permission, does not comply with the relevant laws about licenses;*
 - ⇒ *while you drive the vehicle under the influence of alcohol or drugs or you drive the vehicle when your blood-alcohol level is over the legal limit;*
 - ⇒ *while any other person drives the vehicle with your permission, and to your knowledge is under the influence of alcohol or drugs, or their blood-alcohol level is over the legal limit;*
 - ⇒ *while the vehicle is in a condition that does not comply with the Road Traffic ordinances of South Africa, or similar legislation that applies to the country where the vehicle is being driven.*

❖ **Compensation**

➤ How we compensate you

- We compensate you in one or more of the following ways:
 - ⇒ pay for the vehicle's repair at a repairer that we approve;
 - ⇒ replace the vehicle;
 - ⇒ pay the amount of the loss, damage or Liability. The decision about how we compensate is ours alone.

➤ *Excess*

- *The excess amounts stated in the schedule for motor. This is the amount that you must pay before we compensate you.*

➤ Limit of compensation

- For first owners of new vehicles (vehicle types A only)
 - ⇒ We compensate you up to the limit shown in the schedule if you are the first registered owner of a new vehicle and within 12 (twelve) months of registration, if either of the following happens to the vehicle:
 - it is stolen or hijacked and not recovered;
 - it is damaged and, in our opinion, not economical to repair.
 - for vehicles insured with a Retail value, the limit of compensation is the lower of:
 - the current purchase price of a new vehicle of the same model (or similar model if the same model is not available) at the time of the loss or damage, less any excess;
 - the Retail value at the time of the loss or damage, less any excess amount.



- If you are not the first registered owner of the vehicle
 - ⇒ We compensate you up to the limit of compensation as shown in the schedule if you are not the first registered owner of the vehicle or after 12 (twelve) months after first registration, if either of the following happens to the vehicle:
 - it is stolen or hijacked and not recovered;
 - it is damaged and, in our opinion, not economical to repair.
 - ⇒ The limit of compensation is the Retail value or Agreed value of the vehicle adjusted for deterioration (as relevant) at the time of the loss or damage, less the excess amount.
- *No cover for sound equipment*
 - ⇒ *We do not insure sound equipment under the following types of insurance:*
 - *Third Party, Fire and Theft;*
 - *Third Party only.*
 - We compensate you for sound equipment if insured separately as an accessory under this section or under the All Risks section.
- Recovery of the excess
 - ⇒ We are not obliged for recovering *your excess* from the party who was at fault. However, we may choose to do so. If we recover all or part of *your excess*, we will repay all or part of it to you.

❖ Special Conditions

- You must take care of your vehicle
 - You must take all reasonable steps to protect and ensure your vehicle is roadworthy at all times, according to relevant legislation.
- You must keep your vehicle secure
 - If the schedule states that your vehicle is fitted with a security system, it is your responsibility to prove that the security system was installed and in working order. If you do not prove this, you will not receive compensation for claims arising from theft, attempted theft or hijacking. Examples of security systems are satellite tracking systems, immobilisers and alarms.
 - We only compensate for loss or damage from theft, attempted theft or hijacking if you comply with the service agreements and recommendations of the security system's manufacturers and installers.
 - Vehicle tracking systems –
 - ⇒ for Private Type and Light Delivery Vehicles with a limit of indemnity below R200,000 (two hundred thousand rand) VAT inclusive, must be fitted with a fully operational factory fitted immobilizer or immobilizer approved by us in writing
 - ⇒ Private Type and Light Delivery Vehicles with a limit of indemnity of R350,000 (three hundred and fifty thousand rand) VAT inclusive or more, must be fitted with a Tracking device.
 - ⇒ For satellite tracking systems we will only compensate you if you:
 - ⇒ immediately, and at your own expense, notify the authorities and the vehicle tracking company of the event;



- ⇒ do not interfere (for example, by not paying fees) with the tracking or response company's ability or willingness to track and recover the vehicle effectively;
- ⇒ do not cancel your service agreement. **You must agree to inspections**
- We may ask an inspection agent to inspect your vehicle at any time. We may decide not to insure your vehicle if you do not agree to the inspection. We reserve the right to change the terms, conditions and exclusions or cancel the insurance immediately based on the outcome of the inspection.
- You must pay costs of returning the vehicle to South Africa
 - If loss or damage occurs to the vehicle outside the Republic of South Africa but within the countries that you are insured, you are responsible for all costs you incur in bringing the vehicle back to the Republic of South Africa. We do not compensate you for these costs.
 - 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, before we will accept your claim.
 - Should the wreckage not be returned to the Republic of South Africa, we will determine the value of the wreckage at 20% (twenty percent) of the value for the vehicle as defined in the schedule. We will subtract this amount from the amount of any settlement to you.
- You must tell us about any traffic offences
 - You must tell us immediately in writing if your driver's license, or the driver's license of anyone you allow to drive the vehicle, is endorsed, suspended or cancelled. This includes a conviction for or charges brought against you or anyone you allow to drive the vehicle for:
 - ⇒ negligent driving;
 - ⇒ reckless driving;
 - ⇒ driving under the influence of alcohol, drugs or driving with a blood-alcohol level that is over the legal limit.
- We may pay a value for unavailable spare parts
 - If any part needed to repair the vehicle is not available in South Africa as a standard part, we compensate you for an amount up to the manufacturer's list price at the time of the loss or damage. This amount includes the reasonable cost to transport the part, other than by air, to South Africa.
- Only the policyholder can claim under this section
 - Only the policyholder may claim under this section of the policy. If the insurance applies to someone other than the policyholder, the policyholder must claim for them. We have no further responsibility under this section once we have compensated you.
- The policyholder will be compensated first
 - If more than one person has a right to insurance under this section, the limit of compensation applies to the total compensation we give. The policyholder receives compensation before any other people insured under this section



❖ **Car Hire Costs Extension**

The company agrees to arrange a courtesy vehicle for the use of the insured during the period that the insured is deprived of the use of an insured vehicle as a result of it being disabled and undergoing repair or having been stolen.

Provided that:

- Liability for a claim for loss or damage to an insured vehicle has been admitted by the company
- The courtesy vehicle shall not be superior to the category of vehicle stated in the schedule or for which the insured has paid additional premium for this cover.
- The Company shall not be liable under this extension for any period exceeding 30 (thirty) days after the date of commencement of repairs or the date of theft or for any period after the company has discharged its liability for the claim.
- The company shall not be liable for costs of fuel, e-tolls, service fee's, fines, delivery/collection fees or lubricants



10. PERSONAL ACCIDENT

❖ Definitions in this section

You means the policyholder and other people named in the schedule

Accident means an event that is external to the body that you could not avoid, that you did not intend and that you could not have expected or foreseen.

Bodily injury means a physical injury to the body caused by an accidental, violent, visible and external event.

❖ Who WE insure

- We only give compensation for death, disability and medical expenses for Personal Accident for the following people, if they are named in the schedule:
 - the policyholder;
 - the policyholder's spouse;
 - the parents of both the policyholder and the policyholder's spouse; the policyholder's or spouse's children;
 - the policyholder and the policyholder's spouse's full time domestic staff.

❖ What WE insure

- Death and disability after an accident
 - We compensate you up to the amount shown in the schedule for:
 - ⇒ Death;
 - ⇒ Permanent Disability;
 - ⇒ Temporary Disability (optional cover);
 - ⇒ Medical Expenses (optional cover).
- If you disappear
 - If you disappear we give compensation as if you had died, if both of the following occurs:
 - ⇒ we receive a copy of the court order of Presumption of Death;
 - ⇒ we have no reason to believe that any event other than an accident took place.
 - If, any time after we have paid the claim, you are found alive, you must repay all compensation to us.
- Exposure to the elements, thirst and starvation
 - We compensate if your death or bodily injury is caused by exposure to the elements, thirst or starvation after an accident.



➤ Repatriation costs

- Repatriation means to bring your body back to South Africa if you die from an accident while you are outside South Africa. We compensate, your beneficiary or your estate with the reasonable costs up to R5 000 (five thousand) to return your body to South Africa.

➤ Bereavement Expenses

- If you die from an accident, we compensate, your beneficiary or your estate for the Bereavement Expenses up to a maximum of R7 500 (seven thousand five hundred) if not otherwise insured or for which you will be paid from another policy. Bereavement Expenses are the costs of the funeral.

➤ Trauma counselling after a violent event

- We compensate you up to the limit shown in the schedule if you or your domestic staff needs professional counselling after being a victim of violent theft, attempted theft or hold up.

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What we do not insure

➤ *Pre-existing medical conditions*

- *We do not compensate you for death, bodily injury or disability caused by a medical condition that existed before the person was first added to this section.*

➤ *Taking part in certain activities*

- *We do not compensate YOU for any claim such as but not limited to the activities mentioned under this section caused by:*
 - ⇒ *any sport as a professional;*
 - ⇒ *extreme activities such as paragliding, skydiving, hang-gliding, off-road motorcycling, quad-biking or free climbing;*
 - ⇒ *wrestling, boxing or martial arts;*
 - ⇒ *racing, speed or endurance events on or in power-driven vehicles or craft;*
 - ⇒ *flying, other than as a passenger in a legally licensed passenger-carrying aircraft;*
 - ⇒ *mountaineering where the use of ropes or a guide is necessary; or*
 - ⇒ *digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives.*

➤ *Accidents related to alcohol or drug use*

- *We do not compensate you for death, disability or bodily injury that results from you being under the influence of alcohol or drugs.*
- *This exclusion will not apply if a qualified Medical Practitioner prescribes the drugs for you and you take them in the way they are prescribed.*
- *If your alcohol level is above the legal limit, we consider that you are under the influence of alcohol.*

➤ *Intentional misconduct*

- *We do not compensate you for death, disability or bodily injury resulting from your intentional misconduct such as when you provoke an assault, break any law or disturb the peace.*



- *Death or bodily injury that you deliberately cause*
 - *We do not compensate you for death, disability or bodily injury that you cause by suicide, attempted suicide, intentional self-injury or exposure to danger.*
- *Military or other service*
 - *We do not compensate you for any claim under this section resulting from your service in the military, naval, police or air service of any country.*
- *Participation in riot, civil commotion or act of terrorism*
 - *We do not compensate you if you participate in any riot, civil commotion or act of terrorism.*

❖ **Compensation**

- Limits of compensation table

Amount of compensation and conditions

Type A: Death - The limit of compensation shown in the schedule.

Type B: Permanent disability - A percentage of the limit of compensation shown in the schedule (permanent loss of or damage to according to the percentages shown in the tables below. senses or limbs) (optional)

Type C: Temporary disability (inability to work) (optional)

The amount of compensation shown in the schedule, for each week of the disability, up to a maximum of 104 (one hundred and four) weeks.

This is a disability that:

- prevents you from continuing your occupation; and
- is temporary. It is not a permanent disability.

The disability must continue for more than 7 (seven) consecutive days.

We stop the compensation as soon as we consider that you are medically fit or able to return to your usual business or occupation.

Type D: Various medical expenses (optional)

These include medical, surgical, dental, hospital, emergency rescue and transportation expenses, as well as artificial limbs and aids.

Up to the limit of compensation shown in the schedule.

You may only claim for Medical expenses if the expenses are more than R500 (five hundred) and you are unable to recover them from any other insurance, including medical aid.

- **The rules for compensation**
 - If we compensate the limit of compensation for either Death (Type A) or Permanent disability (Type B), this section of the policy ends immediately and you cannot make any further claims under it.



We only compensate you for either Death (Type A) or Permanent disability (Type B) caused by the same accident.

- For any disability caused by the same accident, we only compensate you for either Permanent disability or Temporary disability (inability to work). You may not receive compensation for both. If we compensate you for Temporary disability, and you then claim for Permanent disability, we will deduct the amount we paid out for Temporary disability from the lump sum payment for Permanent disability.
 - Compensation for Temporary disability (inability to work) and Various medical expenses (Types C and D) stops immediately in either of these cases:
 - ⇒ there is a valid claim for Death (Type A);
 - ⇒ there is a valid claim for Permanent disability (Type B) as long as the bodily injury resulting in the disability has been cured or healed as far as reasonably possible.
 - *We compensate you, your beneficiary or your estate.*
- Compensation for Permanent disability (Type B)
- Limit of compensation for Permanent disability
- We only compensate you up to the limit of compensation for Permanent disability caused by one accident. The total we pay for Permanent disability for any one accident will not be **more than** 100% (hundred percent) of the Permanent disability maximum.
- Compensation tables for Permanent disability
- In the tables below, we describe the Permanent disability that you may receive compensation for.
 - If the Permanent disability does not appear in any of the tables below, we apply a percentage of disability to your injury that is consistent with the percentages in the table.

❖ Burns

Description of Permanent disability	Percentage of limit of compensation
(1). Permanent disfigurement from burns to more than 50% of the surface area of the face or neck or both	Maximum of 50%, depending on the percentage of the surface area that is disfigured
(2). Permanent disfigurement from burns to more than 50% of the surface area of the body other than the face or neck	Maximum of 50%, depending on the percentage of the surface area that is disfigured

- If the percentage disfigurement for burns described in (1) and (2) in the table above is less than 50% of the surface area we apply a percentage to the compensation that is consistent with the actual disfigurement you suffer.



- We do not give compensation for burns if less than 10% (ten percent) of the surface area described in (1) and (2) above is affected. We only compensate you when the permanent effect of medical or surgical treatment has been established.
- Permanent total loss of use of a part of the body will be treated as loss of that part.

❖ Fingers, thumbs and toes

A phalanx is a bone that forms the fingers and toes. Its plural is phalanges.

Description of Permanent Disability	Percentage of limit of compensation
Four fingers	70%
Thumb	
- Both phalanges	25%
- One phalanx	10%
Index finger	
- Three phalanges	10%
- Two phalanges	8%
- One phalanx	4%
Middle finger	
- Three phalanges	6%
- Two phalanges	4%
- One phalanx	2%
Ring finger	
- Three phalanges	5%
- Two phalanges	4%
- One phalanx	2%
Little finger	
- Three phalanges	4%
- Two phalanges	3%
- One phalanx	2%
Metacarpal	
- First or second (additional)	3%
- Third, fourth or fifth (additional)	2%
Toes	
- All on one foot	30%
- Big toe, both phalanges	5%
- Big toe, one phalanx	2%
- A toe other than the big toe, if more than one toe lost	1%

Limbs



Description of Permanent disability	Percentage of limit of compensation
Loss by physical separation at or above the wrist or ankle of one or more limbs, or permanent and complete loss of use of a limb	100%

❖ Paralysis or becoming bedridden

Description of Permanent disability	Percentage of limit of compensation
Injuries resulting in total paralysis or permanent disability or in being permanently bedridden	100%

❖ Senses (eyes and eyesight, speech, ears and hearing)

Description of Permanent disability	Percentage of limit of compensation
All sight in one or both eyes	100%
Sight of one eye, except perception of light	75%
Speech	100%
Both ears	100%
One ear	25%

❖ Special conditions

➤ **Death or disability must happen within 24 months of the accident**

- Your death or disability must take place within 24 (twenty four) months of the accident that caused the bodily injury.
- For death, the 24 (twenty four) month period does not include the time that you are kept alive by life support equipment if you are on the equipment for more than three consecutive days. If the life support equipment is used for less than three consecutive days, the 24 (twenty four) month period is not delayed.

➤ **You must give us certain information**

- You must give us immediate notice if:
 - ⇒ you have any physical medical condition which affects you;
 - ⇒ you change your occupation to a more dangerous occupation.

➤ **You are only insured up until your 70th birthday**

- You are no longer insured after you turn 70 (seventy) years old.
- Insurance for children under 14 (fourteen) years of age, under item A Death, is restricted to limits prescribed by statute.



You must get proper medical care

- If you have any physical injury that might result in a claim, you must get medical care within a reasonable time.
- We do not compensate you for a death or disability that has been affected in any way by you not having any medical treatment that we believe you should have had.

You must agree to medical examinations

- In the event of a claim you must attend medical examinations as often as we ask you to. We are responsible for the cost of these examinations and any reasonable expenses related to it.
- Temporary disability payments will be made to you at intervals, if the attending Medical Practitioner gives us a satisfactory medical report at the time of the temporary disability.



11. WATERCRAFT INSURANCE

Definitions in this section

You means the policyholder and anyone we insure under this section.

Watercraft means a boat used on water for pleasure and private purposes not exceeding 7 (seven) meters in length, with a maximum design speed of 100 km per hour. It includes, for example, jet skis, rubber dinghies, yachts and rowing watercrafts.

For certain **watercraft**, **you** must specify the hull, the motor, the accessories and special equipment in the **schedule**

Other watercraft, such as jet skis for example, are insured as a whole unit. In these cases the watercraft includes the hull, superstructure, fittings, machinery, engines, motors, accessory watercraft, gear and any equipment that would usually be sold with the watercraft.

Certificate of Competence means, subject to regulation 18(2), a valid certificate of competence, issued by a certifying authority.

18(2) A certificate issued by an accredited training provider and a statement of result to a person who has demonstrated competence in a specific category of equipment according to the assessment criteria of the applicable unit standard/s and the criteria of this Code of Practice

This section of insurance does not include trailers.

❖ Who **WE** insure

- Under this section of insurance, the following people are insured:
 - the policyholder;
 - the policyholder's spouse.

❖ What **WE** insure

- Loss or damage to the watercraft
 - We compensate you for loss of or damage to the watercraft up to the limit shown in the schedule.
- Sighting expenses
 - We compensate you for the cost of sighting (checking for damage) the underwater section of the hull after grounding. The costs must be reasonable, and must be for the purpose of sighting.
 - We compensate you even if there is no damage to the hull. We compensate you up to the limit shown in the schedule.
- Avoiding or minimising loss
 - We compensate you for all reasonable emergency costs that you spend in order to avoid or minimise loss or damage that would be covered by this policy. This includes the cost of salvaging



the watercraft (whether or not in distress) under a contract arranged prior to commencing towing or salvaging.

We compensate you up to the limit shown in the schedule.

➤ **If other people use the watercraft**

- We compensate you if someone else uses the watercraft with your permission, and there is loss or damage to the watercraft. The other person must comply with the terms, conditions and exclusions of this policy. It is your responsibility to ensure that any person piloting or using your watercraft is aware of the terms, conditions and exclusions of this policy and licenced to use a watercraft.

We do not compensate YOU if the other person is the operator or employee of a shipyard, repair yard, slipway, yacht club, marina, watercraft sales service or similar operation.

➤ **Medical expenses**

- We compensate you for any medical expenses that you spend because of an injury to a person on the watercraft arising out of an accident.
- We compensate you up to R2 000 (two thousand) per occupant injured but not exceeding R10 000 (ten thousand) for any one accident.

We do not compensate you if the injured person is covered by any other insurance including medical aid.

➤ **Fire extinguishing expenses**

- We compensate you for any costs not exceeding 2.5% (two and a half percent) of the total sum insured for any firefighting or extinguishing expenses that you are liable for if the watercraft was in danger from the fire.

What WE do not insure

❖ **General loss and damage**

- *We do not compensate you for loss or damage caused while:*
 - ⇒ *the watercraft is being used for something other than pleasure and private use, unless we have agreed in writing;*
 - ⇒ *the watercraft is being hired out or chartered, unless we have agreed in writing;*
 - ⇒ *the watercraft is being towed on water except:*
 - ⇒ *towing when stranded; or*
 - ⇒ *customary towage in connection with laying up, fitting out and repairs;*
 - ⇒ *the watercraft is being used to tow or salvage another watercraft, unless it is in distress;*
 - ⇒ *the watercraft is being used to tow or salvage any other watercraft under a contract arranged before the start of the towing or salvaging;*
 - ⇒ *participating in racing, speed tests or related trials, other than yacht racing;*
 - ⇒ *an unattended watercraft is left moored or anchored off an exposed beach or shore, and the watercraft then becomes stranded, sunk, swamped or breaks adrift;*
 - ⇒ *power jumping and extreme beach landing.*
- *We do not compensate you for loss or damage caused by:*



- ⇒ wear, tear and depreciation in value over time;
- ⇒ corrosion, rust and deterioration;
- ⇒ household pests such as moths or vermin;
- ⇒ any part of the watercraft which is condemned only because of a fault in the design or construction;
- ⇒ a defect from negligence or breach of contract relating to any repair or alteration.

➤ **Consequential loss**

- We do not compensate you for any Consequential loss as a result of loss or damage to the watercraft. Consequential loss is any additional loss or damage that happens as a result of the insured loss or damage from an Insured event or to the insured items.

➤ **Loss or damage because of mechanical or electrical breakdown**

- We do not compensate you for loss due to mechanical or electrical breakdown of machinery, engines, motors, batteries and their connection. However, we will compensate you if the mechanical or electrical breakdown is caused by an external event that is not excluded by the policy. We do however compensate you for loss caused by breakdown of the shaft and the propeller.

➤ **Damage to sails**

- We do not compensate you for damage to sails or protective coverings that are split by the wind or blown away while set.
- We do however compensate you:
 - ⇒ if the damage to the sails or protective coverings happens because of damage to the spars which the sails are attached to;
 - ⇒ if the damage to the sails or protective coverings happens because the watercraft is stranded, sunk, burnt, in a collision or in contact with any external substance, including ice, but excluding water.

➤ **Loss or damage during transport (including loading and unloading)**

- We do not compensate you for the following loss during transport of the watercraft on land:
 - ⇒ scratches;
 - ⇒ dents;
 - ⇒ any costs that you become liable for to another person;
 - ⇒ while the watercraft is transported by a person without a valid driving license, unless the person is charged with theft or illegal use of the vehicle towing the watercraft;
 - ⇒ while the watercraft is transported by a person who is under the influence of alcohol or drugs, or who has a blood alcohol level above the legal limit.

We compensate you up to the limit shown in the schedule.

➤ **Loss to contents of the watercraft**

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



➤ *Loss if the watercraft is used as a residence*

- *We do not compensate you if the watercraft is used as a houseboat or as your permanent home.*

❖ **Compensation**

➤ How we compensate you

- We can choose one or more of the following ways to compensate you:
 - ⇒ pay for the repair at a repairer that we approve;
 - ⇒ replace the relevant watercraft or parts;
 - ⇒ pay the amount of the loss, damage or Liability.

➤ Limit of compensation

- We only compensate you up to the limit shown in the schedule for the item and loss insured. You must ensure that the limit includes any amounts you owe to a registered credit provider that financed the purchase of the watercraft.
- Please check your schedule to see which Liability limits apply.

➤ **If we repair or replace**

- If we repair or replace, we will have the watercraft or damage repaired or replaced as close as possible to the original condition.
- We do not promise that we will achieve an exact restoration.
- For a glass-reinforced plastic hull, we will not match a glitter finish.

➤ If we pay the value

- The most we pay is
 - ⇒ if the watercraft is less than 4 (four) years old, the new replacement price of the same or a similar model up to the limit shown in the schedule *less the excess shown in the schedule*;
 - ⇒ if the watercraft is more than 4 (four) years old, the reasonable market value of that watercraft up to the limit shown in the schedule *less the excess shown in the schedule*.
- If you still owe money on the watercraft.
 - ⇒ if you bought the watercraft on instalment sale or lease, we first pay your outstanding debt. We compensate the registered credit provider that financed the purchase of the watercraft. The credit agreement must fall under the National Credit Act (Act 34 of 2005);
 - ⇒ if you owe less than the total amount that we compensate you in terms of this section, we first pay the credit provider, and then compensate you for the difference.

We do not cover the amount that you owe if you have in any way refinanced the sale or lease.

⇒ If the value of your loss is less than the amount that you still owe on the watercraft, we pay the amount that you still owe, up to the limit shown in the schedule.

⇒ From the amount that *you* still owe, *we take off*:

- *any instalments that are late, and any interest on late payments;*
- *any refunds of premiums for cancelled insurance for your watercraft;*



- *the excess;*
- *any increase in instalments that occur because you are unable to realise your residual capital value after the loss.*
- ⇒ *We do not, in total, compensate you more than the limit that you are insured for, less the excess.*
- ⇒ *We do not cover the amount that you owe if one of the instalments in your agreement, other than the final residual payment, was more than 10% (ten percent) different from any other instalment.*

➤ **Excess**

- *There is an excess in the schedule for watercraft. This is the amount that you must pay before we compensate you. This excess does not apply to claims for Liability.*

➤ **Watercraft Liability what we insure**

- We compensate you if you are held liable for another person's death, bodily injury, loss or damage to property belonging to other people caused by the watercraft during the period of insurance.
- We will also compensate:
 - ⇒ any other person who is piloting or using the watercraft with your permission if they are held liable for another person's death, bodily injury, loss or damage to property belonging to other people caused by the watercraft during the period of insurance if:
 - such person does not have a right to compensation under any other insurance;
 - such person has never been refused Liability insurance;
 - such person complies with the terms, conditions and exclusions of this policy. It is your responsibility to ensure that any person using your watercraft is aware of the terms, conditions and exclusions of this policy.
- If stated in the schedule, if any water skier is towed or preparing to be towed by the insured watercraft if they are held liable for another person's death, bodily injury, loss or damage to property belonging to other people during the period of insurance.

❖ **Compensation**

➤ The compensation includes the following:

- the amounts you are liable for;
- legal costs of the other person that you are liable for;
- costs that you incur with our permission to settle or defend the claim against you;
- costs relating to official enquiries and coroner's inquest. You must get our permission before you incur these costs.

❖ **Limit of compensation**

- The compensation is limited to the limit shown in the schedule at the time of the event. This amount applies to any single event or for a series of incidents that are the result of one event.
- *What we do not insure - Liability related to certain people*
 - *We do not compensate for Liability related to:*



- ⇒ *the death of or bodily injury to you, the water skier or the person who has your permission to pilot or use the watercraft;*
 - ⇒ *loss of or damage to property belonging to you, the water skier or the person who has your permission to pilot or use the watercraft;*
 - ⇒ *the death of or bodily injury to a person that you or anyone else connected with the watercraft employs and is acting in the course of their employment with you at the time of the event;*
 - ⇒ *the death of or bodily injury to a person that a water skier or a permitted person piloting or using the watercraft employs and is acting in the course of their employment at the time of the event;*
 - ⇒ *the death of or bodily injury to a person that is employed by a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation and is acting in the course of their employment at the time of the event;*
 - ⇒ *the death of or bodily injury to fare-paying passengers, and loss of or damage to their property.*
- *Liability related to airborne sport*
 - *We do not compensate for Liability related to kiting or any other airborne sport. This includes Liability that arises while the person is preparing to be towed by or while the person is towed by the watercraft. It does not include Liability that arises once the person is back on the watercraft and is no longer taking part in the sport.*
 - *Claims related to the transporting of the watercraft*
 - *We do not compensate for Liability related to the watercraft being transported by vehicle, rail, ship or aircraft.*
 - *Liability arising from a contract*
 - *We do not compensate for Liability arising from a contract you entered into unless you would have been liable if there were no contract.*
 - *Fines and penalties*
 - *We do not compensate for any punitive damages, fines or penalties that you are held liable for.*
 - *Liability related to pollution or contamination*
 - *We do not compensate for Liability related to pollution or contamination of any type. This includes the cost of cleaning up or replacing any property damaged by pollution or contamination.*
 - *Loss because the watercraft is stranded, swamped, sunk or adrift*
 - *We do not compensate you for loss, damage, salvage services or Liability that arises because the watercraft is stranded, swamped, sunk or breaks adrift after being moored or anchored and left unattended, off an exposed beach or shore.*
 - *Countries where you are insured*
 - *We do not compensate you for loss, damage, or Liability that arises outside the borders of South Africa, Botswana, Lesotho, Mozambique, Namibia, Swaziland, Malawi and Zimbabwe unless it is within 12 nautical miles of the coast of South Africa, Namibia and Mozambique.*



➤ *Use against any regulations*

- *We do not compensate you if the watercraft is used in any way by any person contrary to any regulations from a competent authority. The pilot must be in possession of a valid certificate of competence, subject to regulation 18(2), issued by a certifying authority.*

18(2) A certificate issued by an accredited training provider and a statement of result to a person who has demonstrated competence in a specific category of equipment according to the assessment criteria of the applicable unit standard/s and the criteria of this Code of Practice

- *This includes:*
 - ⇒ *while the watercraft is piloted by any person who is not competent to pilot such a watercraft, unless the under the immediate supervision of a person who is competent;*
 - ⇒ *while the watercraft is piloted by any person who is under the influence of alcohol or drugs; or when that person's blood-alcohol level is over the legal limit.* This does not apply if the boat is used without your permission.

❖ **Special Conditions**

➤ If the watercraft is damaged outside South Africa

- If loss or damage occurs to the watercraft outside South Africa but within the countries that you are insured, you are responsible for all costs you incur in bringing the watercraft back to South Africa. *We do not compensate you for these costs.*
- Until the watercraft has been brought back to South Africa, we will not consider any claim for loss or damage to the watercraft.
- If the watercraft is lost or totally destroyed, you must immediately report it to the nearest police station to the area of the loss, and to us.

➤ Outboard motors

- *We do not give compensation for loss of or damage to outboard motors:*
 - ⇒ unless securely bolted to the watercraft;
 - ⇒ *in respect of theft*, unless the outboard motor is securely locked onto the watercraft by means of an antitheft device.

➤ Damage to rubber and similar crafts

- *For damage to the fabric of rubber, inflatable or semi-rigid crafts, or similar crafts*, we only compensate you for the cost of patching or repairing the damage.

➤ Theft or attempted theft

- We only compensate you for damage caused by theft or attempted theft of machinery, outboard motors, gear or equipment if:
 - ⇒ it is stolen with the watercraft;
 - ⇒ there are visible signs of forcible entry into or exit from the watercraft or place of storage.

➤ Loss caused by fire or explosion

- For watercraft with inboard machinery, we only compensate you for damage caused by a fire or explosion if both of these conditions are met:



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

➤ Loss or damage during yacht racing

- If the loss or damage is from the yacht being stranded, sunk, burnt, in a collision or in contact with anything other than water (including ice) while the yacht is racing we pay the full cost up to the limit in the schedule.

➤ Care of the watercraft

- You must take reasonable steps to protect the watercraft from damage and keep it seaworthy and in a good state of repair.

❖ SAMSA Regulations

- The policy or any subsequent renewal will be avoided from the Start date if the watercraft and its use do not comply with regulations:
 - ⇒ the watercraft does not follow the design and construction requirements set out in the Merchant Shipping Regulations, 2007;
 - ⇒ if the person piloting the watercraft does not have a valid Certificate of Competence as set out in the Merchant Shipping Regulations, 2007, or if that person was not supervised by a person with a valid Certificate of Competence as set out in the Merchant Shipping Regulations, 2007;
 - ⇒ if the watercraft does not have a valid Certificate of Fitness or Local General Safety Certificate set out in the Merchant Shipping Regulations, 2007.
- These SAMSA requirements do not apply if the watercraft is one of the following:
 - ⇒ a sailing watercraft less than 9 (nine) meters long;
 - ⇒ a power driven watercraft under 15 horse-power;
 - ⇒ a watercraft propelled by human power alone.

➤ If the watercraft is laid up

- *We do not return your premiums for periods when the watercraft is laid up.* Laid up means that the watercraft is out of use and is out of the water.
- is out of use and is out of the water.

➤ If the watercraft is over 10 years old

- Once the watercraft is over ten years old, it must be surveyed by an independent professional surveyor and you must provide us with a copy of the survey report within 30 (thirty). The survey must be done while the watercraft is out of the water and at your expense.
- *We do not pay for the survey. We may request new survey reports at any point after this, at your cost.*
- Based on the outcome of this survey, we may immediately:
 - ⇒ change the terms, conditions and exclusions of your insurance; or
 - ⇒ cancel your insurance.
 - If you do not have this survey done, we are entitled not to compensate you





12 PERSONAL ASSISTANCE PROGRAMME

Welcome to the Lombard Personal Assist Programme

To access your benefits please call **0861 115 049**, and in the unlikely event of Telkom lines being down, please contact **083 384 0391** for assistance in a roadside emergency.

These services are available 24/7/365 days

❖ Road Patrols

- The objective is to get the beneficiary mobile on the roadside. These services are covered nationally including Lesotho and Swaziland. These services are limited to R500 (five hundred).
 - Services Include:
 - ⇒ Change of a flat tyre
 - ⇒ Fuel assistance (the first 5litres is covered and cost thereafter will be for the beneficiary's account)
 - ⇒ Flat battery (Jump start covered for call out and 1 hours labour. Replacement of battery for the beneficiary's account)
 - ⇒ Keys Locked in vehicle - unlocking only (cost of replacing keys is for the beneficiary's account)
 - ⇒ Minor roadside-running repairs related to breakdowns (Mobile solution for Coil's,
 - ⇒ Immobilizers, Fuses and limited assist on fan belts / Cost of fuel and parts for members own account / Cost of Battery Replacement for members own account)
- *** Toll fees are not inclusive within the benefit entitlement, and such costs, will be for the beneficiary's account.**

❖ Locksmith Services

- In the event that the road patrol is unable to open a vehicle to retrieve the keys from the vehicle, the call centre will dispatch an accredited locksmith to the incident scene to open the vehicle. The service is limited up to R500 (five hundred). The Service Provider will not cover the cost for repairs, the replacement of a lock or ignition switch or the cutting of keys.

❖ Mechanical / Electrical Breakdowns

- The primary objective of the Service Provider is to tow a vehicle to the nearest franchised dealer (if under warranty) or to the nearest repairer. The cost of the first 40km (fourty) round -trip is covered (starting from point of dispatch) thereafter a charge of R6.38 per km is applicable and will be charged to the beneficiary.
- *** Toll fees are not inclusive within the benefit entitlement, and such costs, will be for the beneficiary's account.**

❖ Car Hire

- In the event that a vehicle has broken down more than 100km (one hundred) from the beneficiary's home, the call centre will pay for 24 -hour, group-B car hire for the beneficiary to complete his/her journey or to return home. This service is subject to availability and the driver must be in possession of a valid credit card and driver's license. The service is limited to R500 (five hundred) and includes the costs of the daily car rental, unlimited kilometer allowance, insurance fees and the



delivery/collection charges of the vehicle to a maximum of 25km (twenty five) respectively. The cost of fuel will be for the beneficiary's account.

❖ **Overnight Accommodation**

- Instead of the car-rental option, arrangements can be made for overnight accommodation for the driver and four passengers. The service is limited to R500 (five hundred).

❖ **Vehicle Repatriation**

- Should the beneficiary choose the car -rental option and continue his journey while the vehicle is being repaired, the Service Provider will pay towards the costs of providing the beneficiary with a 24 (twenty four) hour, group-B car hire to collect the vehicle after repairs. Alternatively, a flight ticket can be arranged. This service is limited to R500 (five hundred) and includes the costs of the daily car rental, unlimited kilometer allowance, insurance fees, and the delivery /collection charges of the vehicle to a maximum of 25km respectively. The cost of fuel will be for the beneficiary's account.
- **** Toll fees are not inclusive within the benefit entitlement, and such costs, will be for the beneficiary's account.***

❖ **Accident Tow**

- In the event of an accident, the call centre will arrange for the vehicle to be towed to the nearest insurance approved motor body repairer (MBR) or beneficiary nominated repairer from the accident scene. The cost of the first 100km (one hundred) round -trip is covered (starting from point of dispatch) thereafter a charge of R6.38 per km is applicable and will be charged to the beneficiary.
- **** Toll fees are not inclusive within the benefit entitlement, and such costs, will be for the beneficiary's account.***

❖ **Message-Relay Service**

- In the event of an electrical / mechanical breakdown or an accident, the call centre will on request relay any urgent messages to friends, colleagues or family members to advise them of the beneficiary's circumstances.

❖ **Storage**

- Should it be required, arrangements will be made for the safe storage of the vehicle overnight or weekends up to a maximum of 4 (four) days. On the next working day the vehicle will be re -located to the nearest approved dealer or competent repairer. Cost of a second tow will be for the beneficiary's own account subject to the beneficiary taking direct control of the vehicle to an alternative destination which results in a second tow being required

❖ **General Terms & Conditions**

- Services will only be rendered to Validated Beneficiaries
 - Battery replacement costs are for the Beneficiaries account
 - ⇒ Limited to South African territory only
 - Roadside-assistance services are only available in the event that the breakdown or accident occurs in South Africa, Lesotho, Swaziland
 - All services must be authorised, arranged and managed by the call centre. Any costs incurred through arrangements made by the beneficiary without prior authorisation from the call centre, shall not be reimbursed.
 - In the event of a mechanical or electrical breakdown, the vehicle is to be towed to the closest franchised dealer or repair centre from the scene of the breakdown.



- The liability only extends to the towing of one vehicle and not a trailer, boat or caravan. Multiple tows (e.g. where you need a trailer, boat or caravan towed) will be for the beneficiary's account. Second Tows will be for the beneficiary's account
- A Beneficiary will only be entitled to the car hire and overnight accommodation benefits if the vehicle was towed by the service provider.
- An accident shall be defined as damage to one or more body panels (which will require repair in a body shop) as a result of a collision with another vehicle or object. An accident shall also include instances where the engine catches fire, or where impact with a pothole, kerb or pavement results in damage to the suspension, wheels or undercarriage (and not necessarily the body panels), and where it is clear to the customer and the service provider that the damage is of an insurable risk nature, irrespective of whether or not the car is insured. In instances of doubt the service provider shall arbitrate on this latter definition. In the event of the accident being caused by mechanical failure, and in essence where the vehicle under these description is non -drivable, the incident will be considered to be an accident.
- In the event of an accident, the vehicle is to be towed to the closest insurance approved motor body repairer (MBR) and or beneficiary elected panel beater to the scene of the accident.

❖ **The Beneficiary will not be entitled to service where :**

- The vehicle is not in a roadworthy condition
- The vehicle is a motor home or large panel van (weighing in the excess of 3.5 tons)
- The vehicle has a gross mass exceeding 3.5 tons
- fault is with a trailer, boat trailer or caravan
- The vehicle is already at a place of repair

❖ **The service provider does not refund:**

- Labour, overtime or cellular-phone charges, toll-gate fees, call-out fees, weekend levies, storage charges, hitching/salvage/recovery (defined as an insurable risk related to accessing the vehicle) fees and the cost of spare parts.
- Repair charges
- Charges for assistance rendered by a private person
- Charges for assistance required due to participation in a motorised -sporting event



13 MEDICAL ASSIST ACCESS

- **The following benefits are on an access only basis. These services include:**
 - Emergency telephonic advice and information - 24 hours, seven days a week
 - Referrals to medical practitioners and facilities
 - Liaison with next of kin to keep them informed
 - In addition to the general medical advice service, medical operators will guide a person through a medical crisis situation involving you. You will receive emergency advice or have necessary support organised, by utilising the 24 -hour Contact Centre Doctor.

- **This service includes referrals to Crisis lines in case of:**
 - Poison Hotline – In House
 - Suicide Hotline – Life Line
 - Rape and HIV Counselling
 - Family and Domestic Abuse
 - Child Abuse
 - Bereavement Counselling
 - Emergency medical response to the scene of an incident
 - Emergency medical transportation to the nearest appropriate medical facility
 - Transfer of emergency medicine and blood

- **For the member's medical aid or own account:**
 - Emergency medical response to the scene of an incident
 - Emergency medical transportation to the nearest appropriate medical facility
 - Transfer of emergency medicine and blood

Please note: Medical cover is only valid for emergencies within the borders of South Africa.