

# PERSONAL ALL RISKS SECTION

## DEFINED EVENTS

Loss of or damage to:

1. Any insured article reflected in the schedule;
2. Clothing and personal effects as defined (if stated as included in the schedule);
3. Groceries and household goods whilst being transported as defined (if stated as included in the schedule);
4. Keys, locks and remote control units as defined (if stated as included in the schedule);
5. Money, negotiable instruments, stamps and coins as defined (if stated as included in the schedule);
6. Personal documents, coin and/or stamp collection as defined (if stated as included in the schedule);
7. Swimming pool machinery and/or borehole machinery as defined (if stated as included in the schedule);

being the property of the Insured and/or the spouse of the Insured and/or any family members of the Insured or the Insured's spouse that normally reside with the Insured, by any accident or misfortune not otherwise excluded while anywhere in the world unless, if so stated in the schedule against "defined location", cover is restricted to:

1. Whilst contained in any building (not restricted to any particular address) or;
2. Whilst contained in a specific building (restricted to a specific address).

## DEFINITIONS

**Clothing and personal effects** shall mean and be restricted to the following property:

Clothing, spectacles, contact lenses, hearing aids, pens, pencils, cosmetics and their cases, cigarette cases and lighters, jewels and jewellery, personal ornaments, watches, furs, articles of gold or silver and other articles similar to the aforementioned that are usually carried by or on a person, electric and other razors, umbrellas, handbags, cases, pocket calculators, pocket computer devices such as electronic diaries, portable projectors and other portable photographic equipment, portable radios and portable tape decks or compact disc players, binoculars, firearms, sports equipment as well as trunks, suitcases and other containers in which the property is kept whilst travelling; baby equipment such as prams and children's car seats.

**Transport of groceries and household goods** shall mean and be restricted to the following property and events:

Groceries and household goods of every description (except clothing and personal effects as defined above) which after the purchase thereof are being taken in transit by the Insured from the premises of the supplier of such groceries and household goods to the Insured's private residence/flat.

**Keys, locks and remote control units** shall mean and be restricted to the following property:

All keys, access cards and remote control units in use in the Insured's private residence in connection with the Insured's household and keys and remote control units of any private type vehicle, caravan trailer, motor

cycle or vessel, the property of the Insured and which is insurable under the motor or watercraft sections of this policy, including the relevant locks which must be replaced as a result of loss of or damage to the said keys.

This item also covers the reasonable expenses incurred by the Insured in sending for a locksmith in an emergency due to the loss of or damage to the aforementioned keys.

**Money, negotiable instruments, stamps and coins** shall mean and be restricted to the following property:

Cash (bank and currency notes and coins); cheques; postal orders; money orders; current negotiable postage, revenue and holiday stamps; credit card vouchers and documents; certificates or other instruments of a negotiable nature but excluding:

1. any coins or stamps forming part of any coin or stamp collection;
2. bank, investment or other electronic balances of monetary value.

**Personal documents, coin and/or stamp collection** shall mean and be restricted to the following property:

Personal documents shall be limited to the costs of material and amounts expended on labour in the reproduction or repair of personal deeds, wills, agreements, maps, plans, records, books, letters, certificates and any other personal documents but excluding:

1. share certificates and any other negotiable documents;
2. the value to the Insured of the information contained in such personal documents .

Coin and/or stamp collections provided that the value of a single coin or a single stamp and the value of a single set of coins or a single set of stamps shall not exceed the value indicated in the current relevant catalogue or price list.

**Swimming pool machinery and/or borehole machinery** shall mean and be restricted to the following property and events:

Swimming pool machinery shall be restricted to fixed swimming pool machinery.

Borehole machinery shall be restricted to fixed borehole machinery used to supply water solely for domestic purposes whilst installed at the "Insured's private residence" defined in the Householders and/or Houseowners sections of this policy but excluding windmills.

Notwithstanding the provisions of specific exclusion 5 under Excluded Events of this section, in respect of swimming pool and/or borehole machinery, the insurance under this section is extended to cover the following:

Sudden accidental damage to swimming pool machinery and/or borehole machinery caused by:

1. collapse, that is the sudden and dangerous distortion (whether or not attended by rupture) of any metal manufactured part of the aforementioned machinery caused by crushing stress by force of steam or other fluid pressure; and/or
2. breakage, that is the sudden breakage or seizing of any metal manufactured part of the aforementioned machinery including overheating or the collapse of bearings, arising from electrical or mechanical defect.

## SPECIFIC EXCLUSIONS

### Excluded events

The Company shall not be liable for loss or damage resulting from or caused by:

1. theft of clothing from any clothes-lines on the premises of the "Insured's private residence" as defined in the Householders or Houseowners section of this policy;
2. damp, mildew, rust, wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions);
3. inherent vice or defect, household pests such as rodents, ants and moths;
4. the insured property undergoing a process of cleaning, repairing, dyeing, bleaching, altering or restoring;
5. mechanical or electrical breakdown, defect, failure or breakages;
6. any exchange, cash or credit sale agreement, including theft under false pretense and/or fraud;
7. theft out of a vehicle which is left unattended and unlocked provided that
  - 7.1 in the event of a loss and there are no signs of forcible and violent entry to or exit from such vehicle, if the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle, such evidence shall be deemed to satisfy the locked vehicle requirement;
  - 7.2 this exclusion will not apply where the vehicle has been involved in an accident or other incident where due to the circumstances beyond the control of the driver and passengers, the property has to be left unattended and cannot be secured as required;

Specific exclusion 7 can upon request be waived by the Company on specific insured articles and covers. The first amount payable of such articles and covers as reflected in the schedule will be doubled in respect of this enhanced cover. This waiver will be recorded in the schedule per insured article as follows:

If "Theft (non-forcible entry into an unattended vehicle)" is reflected as "included", then specific exclusion 7 is waived for the specific article but if "Theft (non-forcible entry into an unattended vehicle)" is reflected as "not included", then specific exclusion 7 remains as being applicable to the specific article;

8. consequential or indirect loss or damage of any kind or description whatsoever;
9. loss of precious or semi-precious stones
  - 9.1 due to faulty settings and/or the malfunctioning of claws and/or other mountings;
  - 9.2 caused by the deterioration or normal wear and tear of claws and/or other mountings;
10. damage to glass, glassware or other articles of a brittle nature (other than jewellery, cameras and fixed glass forming part of television receivers) due to cracking, scratching or breakage unless caused by theft (or any attempt thereat) or fire;
11. loss or damage for which provision is made in any guarantee or service contract or in any purchase or hire or hire-purchase or financing agreement or any other agreement of whatever nature regarding the insured property or any part thereof;
12. detention, confiscation or requisition by customs or other officials or authorities but this exclusion shall not apply to damage discovered on the return of the property to the Insured if the Insured can provide evidence to the satisfaction of the Company that such detention, confiscation or requisition was unjust and without any offence being committed.

## Excluded property

Unless stated in the schedule as being specifically insured, this section does not cover the following property:

1. Any property, irrespective of whether it will be processed or not, which was obtained with the sole purpose of such property later being disposed of in a business transaction;
2. Cash, bank and currency notes, deeds, bonds, bills of exchange, promissory notes, cheques, postal and money orders, negotiable and other documents of any kind, stamps of any kind (including inter alia stamp collections), manuscripts, securities, rare books, medals and coins of any kind (including inter alia coin collections);
3. Vehicles of any kind (including inter alia self-propelled gardening implements normally being controlled by a driver but excluding pedal cycles which are not mechanically or electrically driven/ assisted) and any part (including inter alia any spare wheel, tool, spare part and accessory) of such vehicles whilst in or on or attached to such vehicles;
4. Vessels or watercraft of any kind (including inter alia canoes) and any part (including inter alia any tool, spare part, accessory and outboard motor) thereof;
5. Aircraft and other aerial devices of any kind and any part (including inter alia any tool, spare part and

accessory) thereof;

6. Animals.

## SPECIFIC CONDITIONS

### 1. Average

If the total value of property insured which is not separately and individually specified (in the schedule against "Specified" it will reflect as "No" to indicate such property) is at the time of the happening of any loss or damage to such property, of greater value than the insured amount thereon, the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss or damage. Each item of the schedule covering such property shall be separately subject to this condition.

### 2. Pair or sets

Where the insured property consists of articles of a pair or set, the Company shall not be liable for more than its proportionate value in relation to the total value of the pair or set, without consideration of any special value which such article or articles may have as part of such pair or set.

### 3. Replacement value condition (if stated in the schedule as applicable)

The basis upon which indemnity is to be calculated shall be:

**Where the insured property is lost or damaged beyond repair** - the replacement of the lost or damaged insured property by property of the same kind or type but not superior to or more extensive than the aforesaid lost or damaged insured property when new.

**Where the insured property is damaged but is economically repairable** - the repair of the damage to the damaged insured property to a condition substantially the same as but not superior to or more extensive than the condition of the aforesaid damaged insured property when new

provided that if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the property had been lost, destroyed or damaged beyond repair exceeds the insured amount thereon at the commencement of the loss or damage, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

## CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) subject to any insured amounts or first amounts payable stated in the schedule under each extension.

### Riot and strike (other than RSA and Namibia) (if stated as included in the schedule)

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

1. civil commotion, labour disturbances, riot, strike or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1 above;

provided that this extension does not cover:

1. loss or damage occurring in the Republic of South Africa or Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from

- confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General exclusion 1 (A) (ii), (iii), (iv), (v) or (vi) 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 the Company alleges that, by reason of provisos 1 to 5 above, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

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