



## Personal Lines

Protecting worlds not just assets

## Personal Insurance Policy

This policy document includes the general terms and conditions, events and items that we do and do not cover for all sections. Please refer to your policy schedule for the cover you have bought.

## Table of Contents

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<b>General Sections</b>	
Section A: Your Bryte short-term insurance policy	2
Section B: Definitions and guidelines for interpretation	3
Section C: The general terms and conditions	5
<b>Specific Sections</b>	
Section D: Buildings home cover	18
Section E: Household contents cover	28
Section F: Specific items cover all risks	40
Section G: Personal computer equipment cover	47
Section H: Motor vehicle cover	49
Section I: Personal legal responsibility cover	64
Section J: Extended personal legal responsibility cover	68
Section K: Personal accident cover	72
Section L: Motor personal accident cover	78
Section M: Legal costs cover	84
Section N: Watercraft cover	97

## Section A: Your Bryte short-term insurance policy

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### **1. The policy is your contract**

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

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

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

#### **2.1 The policy terms and conditions (this document)**

This document sets out the policy terms and conditions. They include your rights and duties, our rights and duties, how to claim, and events and items that we do and do not cover.

#### **2.2 Your policy schedule**

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

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

#### **2.3 Your proposal information**

This is also information that is particular to you. Proposal information is the information that is given to us about you when you propose for cover. We use your proposal information to calculate the cover that you receive and the premiums that you pay. See To give relevant, complete and true information on page 5.

## Section B: Definitions and guidelines for interpretation

### 1. Definitions

The table below shows definitions that apply to the entire policy. The words given in the left-hand column of the table have the meaning given in the right-hand column. There are also definitions in each section that are specific to the types of cover. Words that are defined in the policy are underlined, except for the words 'you' and 'we'. However, 'you' and 'we' are underlined when defined in a specific section.

<b>You</b>	The insured named on the schedule, including the insured's spouse, the insured's immediate family who live with the insured and who are financially dependent on the insured, and any dependents that the insured is legally responsible for. 'Spouse' means a person who is the partner of the insured in any marriage, civil union or customary union recognised by South African law or is living with the insured in a relationship that is intended to be permanent.
<b>We</b>	Bryte Insurance Company Limited.
<b>Maximum amount of cover</b>	The most we will pay out for the events and items we cover. This amount is shown on the schedule.
<b>Accident or accidental</b>	An unplanned and unfortunate event caused by external, visible and violent means and that might result in loss, damage, injury or death.
<b>Period of cover</b>	The days that we provide cover for, as shown on the schedule. For a monthly policy, the anniversary date is the same day every month as the start date of the policy. For a yearly policy, the anniversary date is the same day every year as the start date of the policy. The anniversary date is shown on the schedule.
<b>Anniversary date</b>	The date twelve months after the start date of the policy, unless your policy schedule states differently.
<b>Start date</b>	The day that the policy or specific section of cover begins for the first time. The start date is shown on the schedule.
<b>Excess</b>	The amount you are responsible for paying towards your own claim. The excesses are shown on the schedule.
<b>Third party</b>	A person other than you or us.
<b>Warrant</b>	Guarantee facts or conditions that we can rely on as true.
<b>Territory</b>	South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia, Malawi and Mozambique.
<b>Unoccupied</b>	When you away from home for more than 60 consecutive days.
<b>Unattended</b>	When all residents are away from home temporarily but have the intention to return, for example, travelling to and from work, shopping and weekends away.
<b>Consequential loss</b>	Loss or damage that arises as a result of a covered event.
<b>Act of violence</b>	Murder, assault, robbery, rape, hijacking, armed hold up, violent theft or attempted theft.
<b>Sasria</b>	Sasria is a South African government insurance company that covers loss or damage to property from riots, strikes, public disorder, labour disturbances, civil action, lockouts, and similar events. Sasria applies in South Africa only.

## **2. Guidelines to interpretation**

### **2.1 Singular and plural**

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

### **2.2 Headings**

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

### **2.3 Examples**

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

### **2.4 Calculating days**

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

### **2.5 Legal responsibility**

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

### **2.6 Including**

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

### **2.7 Reference to laws**

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

### **2.8 Forms of words**

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

### **2.9 May, may not and might**

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

The word 'might' expresses possibility.

## Section C: The general terms and conditions

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### 1. General and specific terms and conditions

There are general and specific terms, conditions, exclusions and extensions.

General terms, conditions and exclusions apply to every section of the policy including the extensions. They are set out in this part of the terms and conditions.

Specific terms, conditions, exclusions and extensions apply to the types of cover you buy. They are set out in the specific sections.

### 2. The terms and conditions apply separately to each section

The terms and conditions of this policy apply separately to each of the sections. Not complying with a term or condition under one section does not affect cover under another section.

#### **For example:**

John has household contents cover and motor vehicle cover. John forgets to turn on the burglar alarm at his home. His car is stolen from his home. We will not reject John's claim under motor vehicle cover for the stolen car because the burglar alarm at his home was not turned on.

### 3. Your duties under this policy

#### 3.1 To give relevant, complete and true information

##### 3.1.1 How we use the information

You must give us relevant, complete and true information about yourself, the people you represent under this policy and the items you ask us to cover. We use this information to calculate your cover and premiums.

Relevant information is information that a reasonable person would consider is important to give to an insurance company to calculate premiums and cover.

##### 3.1.2 How information is given to us

The information might have been given to us on the phone, by email, by letter, on a proposal form or online at any time before or during cover. If you authorise anyone else to act on your behalf, it is your responsibility to make sure that the information we receive is relevant, complete and true.

##### 3.1.3 Tell us about any changes

You must tell us immediately if there are changes to any information we have on record for you, the people you represent or the items we cover.

##### 3.1.4 Our rights if you do not comply

If you do not give us relevant, complete and true information or if you do not immediately inform us of any changes or if you do not comply to a warrant in a section, we have the right to do any one or more of the following:

- a. Change the terms and conditions of your policy;
- b. Cancel your policy or any section of your policy from any date we choose. We have the right to keep your premiums for the cover you have had until the date of cancellation;
- c. Treat your policy as if it had never started. In this case, we will refund your premiums;
- d. Not pay out your claim;
- e. Recover from you any amounts we have paid for previous claims if they were based on incomplete or false information.

### 3.2 To pay your premiums in time

The schedule will show if you have a monthly or yearly policy. You may choose how to pay your premium:

- Monthly by debit order;
- Yearly in cash or by electronic transfer.

See the table below for the terms and conditions of paying premiums.

<b>3.2.1 Monthly premium payments</b>	
<b>A. Monthly in advance</b>	<b>B. Monthly in arrears</b>
<p>You must pay every month by debit order on the debit order date shown on the schedule.</p> <p>If the debit order date falls on a weekend or a public holiday, we will debit your bank account on the next working day.</p> <p><b>If you cancel or put a stop payment</b> on your debit order, your policy will automatically end on the last day of the month that we received a premium for.</p> <p><b>If you pay monthly in advance</b> and we cannot collect the premium on your debit order date, we will try to debit your bank account on the following debit order date with the outstanding premium and the new premium due for the current month.</p> <p>Only if the reason for the returned debit is due to 'insufficient funds' you may, with our prior consent, pay the outstanding amount by electronic funds transfer to our nominated bank account.</p> <p>If we still cannot collect this premium, the policy will end on the last day of the month that we received a premium.</p> <p><b>If you have a claim</b> during a period when a debit order has not been paid, (depending on the reason for being unpaid) we will consider the claim only when we have received the premium.</p> <p><b>For cover to start on a new monthly policy</b> If you have a monthly policy, your premium must be received within 30 days of the start date. We do not have to accept any premium you pay after this date, but we have the discretion to do so. If we do not receive your premium, your policy will not start.</p>	<p>You must pay every month by debit order on the debit order date shown on the schedule.</p> <p>If the debit order date falls on a weekend or a public holiday, we will debit your bank account on the next working day.</p> <p><b>If you cancel or put a stop payment</b> on your debit order, your policy will automatically end on the last day of the month that we received a premium for.</p> <p><b>If you pay monthly in arrears</b> and we cannot collect the premium on your debit order date, we will try to debit your bank account again with the same premium on the 15th of the following month.</p> <p>Only if the reason for the returned debit is due to 'insufficient funds' you may, with our prior consent, pay the outstanding amount by electronic funds transfer to our nominated bank account.</p> <p>If we still cannot collect the premium, the policy will end on the last day of the month that we received a premium.</p> <p><b>If you have a claim</b> during a period when a debit order has not been paid, (depending on the reason for being unpaid) we will consider the claim only when we have received the premium.</p> <p><b>For cover to start on a new monthly policy</b> If you have a monthly policy, your premium must be received within 30 days of the start date. We do not have to accept any premium you pay after this date, but we have the discretion to do so. If we do not receive your premium, your policy will not start.</p>
<p><b>Tell us about any changes to your banking details</b></p> <p>You must tell us if your bank details change. If your bank details change and we are unable to collect premiums from your account, your policy will end and you will no longer be covered. If the bank makes a mistake that results in your debit order not going through, your policy will not end. However, you must send us proof that it was the bank's mistake.</p>	

### 3.2.2 Yearly premium payments

If you pay your premiums yearly, you can choose to pay cash, by cheque or by bank transfer (EFT).

For cover to start, we must receive your premium within 30 days of the start date. If we do not receive your premium, your policy will not start.

If you want to renew your policy, we must receive your premium within 30 days of the anniversary date. If your payment is not received, the policy will not renew. You will only have cover up to midnight on the last day of the year that we have received a premium for.

If you want cover from us, you will then have to apply again.

### 3.2.2 Yearly premium payments

If you pay your premiums yearly, you can choose to pay cash, by cheque or by bank transfer (EFT).

For cover to start, we must receive your premium within 30 days of the start date. If we do not receive your premium, your policy will not start.

If you want to renew your policy, we must receive your premium within 30 days of the anniversary date. If your payment is not received, the policy will not renew. You will only have cover up to midnight on the last day of the year that we have received a premium for.

If you want cover from us, you will then have to apply again.

### 3.3 To pay the excess if you have a valid claim

There is an amount called an excess that you must pay towards your own claim. The excess is compulsory, unless the schedule shows there is no excess. The excess applies whether you are at fault or not.

Where we pay you a cash amount to settle your claim, we take off the excess from the amount we pay to you. If we pay a product or service provider direct for your claim, you must pay the excess to that product or service provider.

Pensioners over 55 years old do not have to pay an excess unless the specific conditions of a section say they must. A pensioner is a person who is no longer in full-time employment and whose main income comes from a pension, annuity or investment.

### 3.4 To care for your items

3.4.1 You have a duty to care for the items we cover.

3.4.2 You must take all reasonable care to prevent theft, loss or damage, bodily injury and accidents.

3.4.3 You must not be reckless or deliberately cause any theft, loss or damage, bodily injury and accidents.

After an event that we cover takes place:

- a. You must not be reckless or deliberately cause further loss or damage; and
- b. You must take all reasonable steps to prevent further loss or damage. We have the right to reject your claim if you do not comply with this condition.

### 3.5 To not admit responsibility to third parties

After an event that we cover takes place:

- a. Do not tell any third party that you were at fault;
- b. Do not offer to settle or pay a third party's claim against you;
- c. Do not make any promises to anyone else relating to the event.



If you do any of these, we have the right to reject your claim and any third party's claim.

This is because, by doing any of these, you might open yourself up to claims against you. This could include claims or charges being brought against you by a third party or the police. By admitting responsibility, you could negatively affect our negotiations with third parties. You might not be responsible, even when you think you are, or you might have less responsibility than you believe.

### **3.6 To use the product and service suppliers that we have appointed**

If we require it, you must use the service and product suppliers we appoint. We will give you their details when you claim for a covered event.

We will consider any reasonable request for you to use your own service or product suppliers. You must receive our consent in writing before you do so.

### **3.7 To help us to recover lost or stolen items**

If we pay a claim for lost or stolen items, you must help us to recover and identify those items. This includes appearing in court as a witness, if necessary. We will pay your reasonable expenses in helping us. If any items are recovered, they belong to us.

We have the right to recover from you any claims we have paid if you refuse to give us this help.

### **3.8 Fire extinguishing charges or water bombing**

Notwithstanding anything to the contrary contained in the specific exclusions, the insurer will indemnify the insured for all reasonable fire extinguishing costs and expenses which the insured shall become legally liable to pay as a result of the extinguishing or fighting of fire (including water bombing activities by air) or any other fire extinguishing methods to prevent spreading of fire from the insured to any third-party property, provided that:

- a. Such third-party property was in danger as a result of such fire.
- b. The insurer's maximum liability shall not exceed the limit stated in the benefit schedule.
- c. The insured shall be responsible for the first amount payable stated in the excess schedule.

## **4. Your rights under this policy**

### **4.1 To cancel the policy or any section of it**

You have the right to cancel this policy or any section of cover in writing at any time. If you cancel, we will refund you the portion of your premium that you have paid in advance for cover after the cancellation date. We do not accept claims for events that happen after the cancellation date.

If you cancel one section only, you will still have cover for the other sections.

### **4.2 To claim after an event happens**

#### **4.2.1 Process for claiming**

Before you claim, check the events and items that we do not cover in both this general section and the specific section your claim relates to.

Only you have the right to bring a claim under this policy.

- a. Report accidents and crimes to the police

You must report to the police any of the following events that might lead to a claim:

- A motor vehicle accident;
- A crime, including theft or malicious damage to items;
- Lost or stolen cell phones or cell phone equipment.

b. Tell us about the event as soon as possible

You must tell us as soon as reasonably possible but not later than 30 days after an event that could lead to a claim, including a claim by a third party. You must tell us even if you choose not to claim so that we can manage the costs of any future claims by any third party.

For claims involving a motor accident or a crime, you must take all reasonable steps to find out who is responsible. After a motor accident, reasonable steps would include:

- Getting the names and contact details of the drivers of any other vehicles involved in the accident;
- Getting details of the vehicles, including make, model, colour and registration number;
- Getting the names and contact details of any witnesses, if possible;
- Taking photographs of the motor accident scene and damaged vehicles, if possible.

c. Give us details of the event in writing

As soon as reasonably possible, but not later than 30 days after the insured event, you must give us full details of the event in writing. We or your broker will send you a claim form to complete, or you can download one from our website at [www.brytesa.com](http://www.brytesa.com).

You must send us all proof (including proof of purchase or proof of ownership), information and affidavits that we ask you for during the claims process.

An affidavit is a formal written statement made in writing in front of a Commissioner of Oaths (such as a police officer, a bank manager or an attorney).

We will reimburse you for reasonable costs to obtain any proof and information we need. This is called claims preparation costs. The maximum amount we will reimburse you for claims preparation costs is R10,000 in total for each claim.

Claims preparation costs are costs that you incur to get any proof or certified information that we need to process your claim.

d. Tell us if you have other insurance

You must give us details of any other insurance policy you have that might cover the event or item you are claiming for. See To pay only a portion of cover where you have other cover on page 10 for more details.

e. Tell us immediately about any claims that are brought against you

You must tell us immediately if any letter of demand, notice of claim, summons or other legal process is brought against you relating to a covered event. You must send us a copy of the document immediately after you receive it. If you do not comply with this condition and we are negatively affected by it, we have the right to reject your claim.

f. There are time limits to claiming

We will not pay any claim after the end of 24 months from the date of the event, unless the claim is:

- a. the subject of pending legal actions; or
- b. for legal responsibility to a third party

We may agree to extend the time for claiming but we alone may decide to do so.

g. If we reject your claim

If we reject your claim, we will tell you in writing. You have the right to object to our decision. Your objection must be in writing and we must receive it within 90 days of the date of the rejection letter.

If the matter is not resolved and you choose to start legal proceedings against us, you must do so within six months from the end of the 90-day period for the objection. You lose your right to start legal proceedings if you are out of time.

All time limits will be on hold while a rejected claim is being considered by the Ombud. See the Disclosure notice at the end of the schedule for how to refer disputes and complaints.

**4.2.2 We do not pay for the same loss or damage under more than one section**

We pay a claim for any event or item only under one section of the policy. This is so that you are not paid out twice for the same event or item. You must claim under the section where the item is more specifically covered.

**4.2.3 Payment before the final settlement of a claim**

We have the right to pay some amounts towards your claim before it is finalised. This might be because there are delays we cannot control. We alone have the right to decide whether to pay an amount before the claim is finally settled.

**4.2.4 After payment of a claim, we have no more responsibility**

Once we have paid for a valid claim, we have no further responsibility to you or to anyone else.

**4.2.5 Reinstatement of cover after a claim and premium changes**

We do not deduct the amounts of any claims payments from your maximum amount of cover, but we may change your premium. We may choose to wait until the anniversary date to change your premium; or we may ask you to pay from the date of loss or damage; or upon reinstatement or replacement.

If we have paid a valid claim for the maximum amount of cover, we will not refund any premium for the remainder of the period of cover that applies to that event or claim.

We may change the premium or conditions of your policy at any time by giving 30 days' notice in writing.

This does not apply to the personal accident cover or the motor personal accident cover sections of this policy.

**4.2.6 We pay claims in South Africa in Rand**

We pay claims in South Africa and in Rand, even if the event happened outside South Africa.

**5. Our rights under this policy**

**5.1 To share your personal information**

To help insurance companies to decide fairly about insuring people, it is important for them to obtain and share personal and other information with each other, other financial institutions and policing authorities. Personal information includes information about your medical history, your credit history and your claims history.

By sharing information, the insurance industry aims to:

- a. Reduce claims based on fraud;

- b. Decide more effectively about the premiums that one should pay and the cover the insurance company can give.

By applying for cover with us and at any time during and after the period of cover, you agree that we have the right to obtain, keep and share personal information about you with any legitimate sources. Examples of legitimate sources are other insurers, financial institutions, and crime bureau. You warrant that you have received consent from every person you represent that we may obtain, keep and share their personal information.

We undertake to only share your personal information with legitimate sources for the purposes of this insurance contract.

We have the right to share your personal information at any time if there is a legal requirement to do so.

## **5.2 Protection of personal information**

We respect your constitutional right to privacy and are committed to and bound by the terms and provisions of the Protection of Personal Information Act 4 of 2013 ("POPI") regarding the acquisition, usage, retention, transmission and deletion of your personal information. We will check and validate the information you provide through legal means.

We have high level security measures in place to protect your personal information. Your personal information herein collected is for the primary purpose of providing you with insurance cover and for all other activities and processes incidental to and relevant to this purpose. Your information shall be kept confidential, however, we shall disclose it to certain third parties as required and other insurers for the specific purpose of insurance and to reduce and prevent any form of fraudulent activity. Sharing of information includes, but is not limited to, information sharing as arranged via the South African Insurance Association.

You hereby give consent and fully understand the reason for Bryte to process, use, share and retain your personal information for its designated purpose and you confirm the accuracy of the information. You may request Bryte to amend, update, change or correct your personal information processed by us by sending a request to your broker or your nearest Bryte offices.

A full version of the Privacy Statement is available on this link (<https://www.brytesa.com/legal/access-to-information/>) for download.

Should you decide to cancel this insurance contract you further consent to Bryte retaining the information in line with the legally permitted retention period, for statistical and reporting purposes only. Should you decide not to accept the proposal, the information collected, will be de-identified and only used for statistical and research purposes.

### **5.3 (a) Cancellation**

This policy or any section may be cancelled by the company giving 31 days' notice in writing (or such other period as may be mutually agreed). The insured can cancel the policy with immediate effect.

On cancellation by the insured, the company shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force, unless cooling-off rights apply. On cancellation by the company, the insured shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation.

### **5.3 (b) Changes to terms and conditions**

The company may, at its discretion and on providing you with 31 days written notice to your nominated email address, make changes to the terms and conditions of this Policy, as and when it deems necessary.

## **5.4 To pay only a portion of cover where you have other cover**

We only pay our proportion of the claim if you have cover for the same theft, loss, damage or legal responsibility to third parties under another policy. If there is a duty in the other policy to cover your property or home for full value, then it will also apply to this policy. See Cover property for replacement value (average) below.

**For example:**

John's car is in an accident and is towed to a garage. John cannot assume that because we had the car towed to a garage, we have accepted the claim. The car remains his responsibility until the claim is final.

**5.5 Cover property for replacement value (average or under-insurance)**

It is your responsibility to get cover for the full replacement value of all your property. Replacement value is the amount needed to replace all your insured property with similar new property. If at the time of the loss or damage or claim, we determine that the maximum amount of cover is less than the replacement value, then you are under-insured. If you are under-insured, we will not pay the full amount of the loss or damage. You will be your own insurer for the difference between the percentage of cover you bought and the full replacement value. The balance for a proportional share of the loss or damage is your responsibility.

**5.6 To take and keep possession of items**

- 5.6.1 If there is or might be a claim, we have the right to take or keep possession of any damaged items and deal with them in a reasonable manner;
- 5.6.2 We have the right to enter premises that are the subject of a claim and to authorise other people to do so. Neither we nor our authorised representatives have any legal responsibility to you or to anyone else when they enter your premises to exercise this right;
- 5.6.3 You may not abandon any items that is subject to a claim even if we have taken possession of them.

**5.7 To take possession of damaged or recovered items**

If we have settled a claim, we have the right to take possession of the damaged or recovered item and treat it as our own property. This means we may dispose of the item in any way we see fit. For example, if a motor vehicle is written off, we may take possession of the wreck and dispose of it as we see fit.

**5.8 To conduct legal and settlement proceedings in your name**

We have the right to take over and conduct any legal proceedings and settlements in your name. We have the right to do so before or after we have paid a claim. You must do everything that we reasonably need to give effect to this right. We pay your reasonable expenses for giving us this help.

Where you have cover for Legal responsibility under this policy, we have the right to choose whether to pay you or to pay the third party. We pay either the amount that we are responsible for, or any lesser amount that the claim can be settled for. After we have paid, we are not responsible for any other amounts.

**5.9 Premium payment and holding cover**

We are not obliged to accept premiums that are paid after the start date or anniversary date of the policy. However, we have the right to accept these premiums and we alone have the right to decide on the terms of accepting or rejecting these premiums.

If we are holding cover (which is subject to underwriting rules) on a risk, we will not reject a claim on the basis that the premium was not received or agreed to.

**5.10 If no Rand amounts in schedule**

We do not cover an event if your schedule shows that the maximum amount of cover is:

- 5.10.1 left blank;
- 5.10.2 has no Rand amount given against it;
- 5.10.3 shown as zero, nil, not applicable, not covered, or not included.

## **6. Our duties under this policy**

### **6.1 To pay for a valid claim**

We pay for valid claims. We have the right to choose how to pay for a valid claim. We may do one or more of the following:

- a. Pay the costs to repair the loss or damage;
- b. Replace the stolen, lost or damaged item;
- c. Pay cash to you for the stolen, lost or damaged items or for personal accident claims;
- d. Negotiate and settle any third party claims. You are responsible for the excess.

### **6.2 Value Added Tax is included**

All amounts referred to in this policy include VAT. The amounts include:

- a. Premiums;
- b. Maximum amounts of cover;
- c. Amounts we pay out;
- d. Excesses.

## **7. General events and items not covered**

We do not cover the following events and items under any part of this policy. You must also refer to the various sections of this policy for the specific events and items that we do not cover.

### **7.1 We do not pay for claims for events outside the territory**

We do not pay for claims for loss or damage that happens outside the territory unless we specifically state that we do in any section of this policy.

We do not pay for claims for damages awarded by a court that is outside the Republic of South Africa.

### **7.2 Fraud**

If any claim under this policy be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf, to obtain any benefit under this Policy – or if any accident, loss, destruction, damage or liability be made through a suspected scheme of the Insured, all benefits under the claim shall be forfeited and the policy will be cancelled.

### **7.3 We do not pay if you break the law**

We do not pay for claims arising from you deliberately breaking the law. This includes provoking an assault, disturbing the peace or any intentional misconduct.

### **7.4 We do not pay for mechanical, electrical or electronic breakdown**

We do not pay for mechanical, electrical or electronic breakdown unless shown on the schedule.

### **7.5 We do not pay for depreciation after repairs**

We do not pay for the depreciation of an item because of repairs carried out to an item after an event. (Depreciation is the amount by which an item goes down in price.)

### **7.6 We do not pay for consequential loss**

We do not pay claims for consequential loss.

**For example:**

John hits a pothole in the road while driving to work. He does not get out of his car to check for damage. He, therefore, doesn't realise that there is water leaking from the radiator. The warning lights come on but John continues driving anyway. The engine seizes because of the damage to the radiator. Direct loss is the damage to the radiator.

Consequential loss is the damage to the engine. Consequential loss is not covered.

**7.7 We do not pay for loss or damage for certain causes**

We do not pay for loss or damage from:

- 7.7.1 Wear and tear;
- 7.7.2 Any gradual operating cause (a cause that happens gradually, over time);
- 7.7.3 Decay and deterioration;
- 7.7.4 Rust or corrosion;
- 7.7.5 Mildew, mould or rising damp;
- 7.7.6 Insects, parasites, moths, rodents, vermin, termites and any other household pests;
- 7.7.7 The process of cleaning, restoring, renovating or dyeing;
- 7.7.8 Conditions of the atmosphere or climate, or the action of light.

**7.8 We do not pay for loss or damage caused by your own pets**

We do not pay for loss or damage caused by domestic or tamed animals you keep as pets for companionship, including dogs, cats or hamsters. This exclusion does not apply to personal legal responsibility section.

The definition of pets does not include wild animals, livestock, exotic animals, birds, reptiles and fish. These are animals that live freely in their natural environment and are not confined in any way.

**7.9 We do not pay for events and items covered by Sasria**

Sasria cover is automatically included in this policy for all sections of cover that it implies to. (See Section B 1 Definitions.) We do not pay for any claims for loss or damage from events and items covered by Sasria. We will send you the Sasria terms on request. We will help you to claim from Sasria.

If we inform you that Sasria does not cover the loss or damage you are claiming for, you are responsible for proving that Sasria does cover the loss or damage.

**7.10 We do not pay for war, riots, labour strikes or terrorism**

We do not pay for any claims, loss, damage, cost or expenses of any nature whatsoever for events resulting directly or indirectly from any one or more of the following:

- 7.10.1 Labour disturbances, riots, strikes, lockouts, public disorder, or any acts that are aimed to cause these;
- 7.10.2 War and warlike activities, for example, invasion, acts of foreign enemies, and civil war (whether war is declared or not). We do not pay for events related to war, whether or not a fund has been established under the War Damage Insurance and Compensation Act, No 85 of 1976 or any similar law in any country to which this policy applies
- 7.10.3 Martial law, mutiny, military uprising or a stage of siege, or any event which might be the cause of these;
- 7.10.4 Revolution, including protests, rebellion, civil disobedience, and inciting fear in the public;
- 7.10.5 Acts or attempts to overthrow the government or any local or tribal authority by force or through fear, terrorism or violence;

- 7.10.6 Events resulting directly or indirectly from 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 acting alone or in a group. It includes any acts committed for political, religious, personal or ideological reasons.
- 7.10.7 The acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.

**7.11 Sanctions clause**

Notwithstanding any other terms under this insurance contract, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

**7.12 We do not pay for confiscation by lawful authorities**

We do not pay for claims for loss, damage, bodily injury or legal responsibility if a lawful authority takes the insured items. For example, if a lawful authority confiscates, seizes, attaches, impounds, nationalises or commandeers the items.

**For example:**

1. John is talking on his cellphone in the car. A policeman stops John and confiscates his cellphone. We do not pay claims for the confiscated cellphone.
2. The Sheriff of the court takes possession of or removes your goods after a court order to attach your property. We do not pay for claims for your goods.

**7.13 We do not pay for claims related to asbestos**

We do not pay for claims resulting directly or indirectly from the effects of asbestos on your health.

**7.14 We do not pay for claims related to nuclear material**

We do not pay for claims resulting directly or indirectly from any of the following:

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

We do not pay for these claims even if another event or cause contributed to the loss, damage, cost, expense, death or bodily injury, or legal responsibility to third parties. This is regardless of which event or cause happened first.

**7.15 We do not pay for legal responsibility to third parties related to contracts**

We do not pay for legal responsibility to a third party arising from a contract you entered into unless you would have been responsible even if there was no contract.

An exception is that we will not reject a claim if our rights have been negatively affected by a contract you have with a security provider, if the contract relates to protecting your items.

**7.16. Communicable disease exclusion**

1. Regardless of any other provision of this policy, it does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly resulting out of, attributable to, originating from, occurring concurrently or in any sequence with



- a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.
2. For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
    - 2.1 for a communicable disease, or
    - 2.2 any property insured within this Policy that is affected by such communicable disease.
  3. As used herein, a communicable disease means any disease which can be transmitted by means of any substance or cause from any organism to another organism where:
    - 3.1 the substance or agent includes, but is not limited to, a virus, germ, parasite or other organism or any variation thereof, whether deemed living or not, and
    - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne release, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
    - 3.3 the disease, substance or agent can cause or risk damage to human health or welfare, or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured within the Policy.
  4. This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
  5. All other terms, conditions and exclusions of the policy remain the same. If the insurer alleges that because of this exclusion, any loss, damage or liability is not covered by this policy, the responsibility of proving the opposite rests on the insured.

#### **7.17. Property cyber and data exclusion**

1. Regardless of any provisions contained previously within this policy, or any endorsements to it, this policy now specifically excludes any:
  - 1.1 cyber loss;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data;

This applies regardless of any different cause or event contributing jointly, or in any other sequence to it.
2. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This exclusion overrides previous policy wording in relation to cyber loss or data. Furthermore if it is in conflict with any other wording in the policy or any endorsement, it replaces that wording.

#### **Definitions**

4. Cyber loss means any loss, damage, liability, claim, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any cyber act or cyber incident. This is including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident.

5. Cyber act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.
6. Cyber incident means:
  - 6.1 any error or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
  - 6.2 any partial or total unavailability or failure, or series of related partial or total unavailability or failures to access, process, use or operate any computer system.
7. Computer system means:
  - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

#### **7.18 Illegal occupation of any building or premises**

We do not pay for any claim, losses of whatsoever nature including damage, theft, liability, cost or expenses, consequential loss or damage arising directly or indirectly from illegal occupation of any building or premises.

#### **7.19 Failure of electricity grid**

Notwithstanding any provision to the contrary contained in this policy which would otherwise override this General Exclusion, this policy does not cover any claim, loss, damage, cost, liability, expense, or consequential loss or damage of any nature whatsoever, directly or indirectly caused by, resulting from, arising out of, or in connection with a failure of the electricity grid.

A failure of the electricity grid means any interruption, failure, interference, or suspension of the supply of electricity to/from the electricity grid of South Africa, for whatsoever reason or howsoever caused, whether deliberate or not, whether due to damage, an inability and/or failure (whether partial or total) of the utility supplier in any way to generate, transmit or distribute electricity, or otherwise.

## Section D: Buildings home cover

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### 1. Definitions and explanations specific to this section

The following definitions apply to buildings home cover only. You must also read the general definitions on pages 3 to 4.

Address of buildings means the address shown on the schedule under buildings home cover. Home means the main residence and outbuildings at the address of buildings and includes:

1. Garages and fixed carports;
2. Home offices;
3. Tool sheds;
4. Domestic workers' living quarters;
5. Wendy houses, but not those used as living quarters;
6. Walls, metal palisades, gates and fences but not hedges;
7. Water features and garden ornaments;
8. Tennis and squash courts;
9. The structure or fabric of swimming pools, including safety nets and covers, but not portable swimming pools or automatic swimming pool cleaners;
10. The structure or fabric of spa baths, jacuzzis and saunas, including safety nets and covers;
11. Fixed machinery of swimming pools, spa baths, saunas, jacuzzis, electric gates and fencing, garage doors, sprinkler irrigation systems, water pumps, air conditioners, electric power generators and central vacuum cleaning systems;
12. Geysers, fixed water tanks, filtration plants, water pumping machinery and borehole motors used only for filtering or supplying water for domestic purposes;
13. Heat pumps;
14. Brick, tar, stone (but not gravel), concrete, and paved driveways, paths and patios;
15. Aerials and satellite dishes;
16. Lightning conductors;
17. Solar panels;
18. Fixtures and fittings, including built-in furniture and fitted carpets;
19. Security systems fixed to the home.

On the schedule, it will describe the construction of your home:

1. Standard construction
2. Non-standard construction
3. Thatch

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

1. Attached to the main residence and does not cover more than 25% of the roof area of the main residence; or
2. Within five metres from the main residence and the thatch roof on its own does not cover more than 25% of the roof area of the main residence.

Non-standard construction means a building with one or both of the following:

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

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

1. The roof of the main residence or attached to the main residence and covers more than 25% of the roof area of the main residence; or
2. Within five metres from the main residence and the thatch roof on its own covers more than 25% of the roof area of the main residence.

## 2. Events and items that we cover

We pay for loss or damage to the home caused by:

- 2.1 Fire, lightning or explosion;
- 2.2 Storm, wind, water, flood, hail or snow;
- 2.3 Earthquake;
- 2.4 Impact by animals, including wild animals. Wild animals are animals that live freely in their natural environment and are not confined in any way;
- 2.5 Impact by trees;
- 2.6 Impact by aerials, vehicles, and aircraft (including other aerial devices) and articles dropped from them;
- 2.7 Breaking or collapsing of radio or television aerials, masts and satellite dishes;
- 2.8 Theft and attempted theft, but if the home is unattended, let or lent there must be visible, forcible and violent entry or exit;
- 2.9 Malicious damage;
- 2.10 Bursting, overflow and leaking of water apparatus, heating installations, geysers and pipes. This includes damage to the water apparatus, geyser blankets and drip trays. It also includes damage to the geyser;
- 2.11 Oil leaking from oil heaters.

## 3. Events and items not covered

These exclusions are in addition to the general events and items not covered on pages 12 to 16 of this policy.

### 3.1 We do not pay for undamaged items

We do not pay for undamaged items. We might not pay to replace an undamaged item if the only reason to replace it is to create a uniform effect throughout the home and because that item matches a damaged item that we do pay to replace.

We do not have to repair the home so that it is an exact match to the way it was before the loss or damage; we will repair it so that it is as close as reasonably possible to the way it was before the loss or damage. If we cannot match items exactly, we will use materials as similar as possible to the rest of the home.

#### **For example:**

John has the same carpeting throughout his home. A covered event causes damage to the carpet in the bedroom. We might only pay for the damage to the bedroom carpet even if it means John is not able to exactly match it to the rest of the carpets.

### 3.2 Loss or damage not covered

We do not pay for loss or damage to your home caused by:

- 3.2.1 Storm, wind, water, flood, hail or snow damage to hedges, retaining walls and windmills;
- 3.2.2 Any process involving the use of water;
- 3.2.3 Theft, attempted theft and malicious damage by a tenant;
- 3.2.4 Full subsidence and landslip unless you have bought the optional extension for this cover. See paragraph 6.1 on page 21;
- 3.2.5 An event at an unoccupied home if the home is unoccupied for at least 60 consecutive days in the 12 months before the event. We have the right to agree to extend this period. Your schedule will show if we have agreed to extend this period;
- 3.2.6 Or arising from or during demolition, alteration, construction, cleaning, renovation, repair or similar;
- 3.2.7 Faulty design or workmanship.

## 4. Conditions specific to the buildings cover

These conditions are in addition to the General terms and conditions on pages 5 to 16 of this policy.

### 4.1 Cover property for replacement value (average or under-insurance)

It is your responsibility to get cover for the full replacement value of the home. Replacement value is the amount needed for the cost to repair or rebuild the home with similar new materials. This includes fees for professionals you might need to engage, (such as demolition experts, architects and surveyors). If, at the time of the loss, or damage, or claim, we determine that the maximum amount of cover is less than the replacement value, then you are underinsured. If you are underinsured, we will not pay the full amount of the loss or damage. You will be your own insurer for the difference between the percentage of cover you bought and the full replacement value. The balance for a proportional share of the loss or damage is your responsibility.

#### **For example:**

The rebuilding cost of John's whole home is R1 million. John buys cover for R500,000 only. John is his own insurer for the balance of R500,000 (that is, half of the total replacement cost).

This means that if John has storm damage that costs R50,000 to repair, we will pay R25,000 less the excess. This is half of the cost of the damage less the excess.

### 4.2 We pay the lender first

If you have a mortgage bond registered over the home and the home is totally destroyed, we will pay the lender (known as the mortgagee) before we pay you. We pay the lender the amount you owe to it. If there is any balance, we will pay it to you.

If this policy becomes invalid because you did something or failed to do something, we will still pay the lender if the lender was unaware of this. The lender has a duty to tell us immediately when they become aware of your behaviour.

### 4.3. Increases in cover for inflation

We automatically increase the maximum amount of cover yearly on the home on the anniversary date by an amount to cater for the effect of inflation.

We will endorse your policy with the new maximum amount of cover and let you know the new premium for the increased cover. You are still responsible for making sure that the home is covered for the full rebuilding cost. See cover property (home) for replacement value average or underinsurance in paragraph 4.1.

#### 4.4 Your tenant's behaviour

If this policy becomes invalid because your tenant did something or failed to do something, we still pay your claim if you were unaware of the tenant's behaviour. You have a duty to tell us immediately that you become aware of the tenant's behaviour.

#### 4.5 Carrying on a business from the home

If you conduct a business from the home, we pay for loss or damage to the home if all the following conditions are met:

- a. You use the home mainly for residential purposes;
- b. The business comprises offices or consulting rooms;
- c. You do not employ more than two people in the business;
- d. The chance of loss or damage to the home is not increased by conducting the business from the home.

We do not cover homes that are being used as a bed and breakfast or any other accommodation for reward.

#### 4.6 Malicious damage extension

4.6.1 We pay for damage directly caused by, through, or as a result of the deliberate act of any person with the intention of causing the damage.

4.6.2 For this extension to apply, any building insured or any building that contains the insured property must not be unoccupied for more than 60 consecutive days, unless we give our written permission. If the building is unoccupied for more than 60 consecutive days without our written permission, then this extension does not apply at all.

4.6.3 During the first 60 days that the building is unoccupied, you become a co-insurer with us and you must pay 20% of the claim, before any first amount payable.

4.6.4 Below are the conditions under which we do not pay under this extension:

- a. We do not pay for malicious damage to moveable property which is either:
  - stolen; or
  - damaged during or as a result of an attempt to remove it or part of it from any premises that you own or occupy.
- b. We do not pay for moveable property that is not attached to the ground and that you can transport without breaking, including furniture and cars.
- c. We do not pay for malicious damage to any property that is damaged by thieves while breaking into or out of, or attempting to break into or out of, any premises that you own or occupy.
- d. We do not pay for malicious damage to any immovable property that you own or occupy if it is caused by or through, or if it is a result of:
  - removing or trying to remove all or a part of it;
  - demolishing or trying to demolish all or part of it.

Immovable property is property that is attached to the ground, including, buildings and land.

- e. We do not pay for malicious damage when related to any of the following:
  - Damage related to or caused by fire or explosion;
  - Consequential loss or damage of any kind. However, we do cover loss of rent if you have specifically insured loss of rent;
  - Damage as a result of all or some work stopping or slowing down, or any process or operation slowing down, being interrupted or stopping;

- Loss or damage caused by a lawful authority permanently or temporary taking away the insured items, for example, through confiscation, commandeering or requisition;
- Loss or damage related to or caused by any occurrence referred to in the general terms and conditions, or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any of these events.

4.6.5 If we state that malicious damage is not covered under this policy for these reasons, you will have to prove the contrary if you wish to proceed with a claim under it.

## 5. Automatic extensions to cover for the buildings

You automatically receive extra cover for the following events and items up to the maximum amount of cover for each of these extensions. The maximum amount of cover we pay is different for each category and is shown on the schedule.

### 5.1 Increase in amount of cover for building alterations, additions and improvements

We will increase the maximum amount of cover for the home by up to 20% for any approved alterations, additions or improvements. You must tell us about these alterations as soon as reasonably possible, but not later than 30 days after the completion of each phase of the project.

If these alterations increase the rebuilding costs of the home, you must tell us if you wish to increase the maximum amount of cover. This might mean you will have to pay a higher premium.

### 5.2 Special alterations after disability

We pay up to the maximum amount of cover for special alterations to the home if the alterations are necessary because you are permanently disabled. We pay only if the disability is caused by an accident that happened during the term of this policy and if you live in the home.

### 5.3 Fire-fighting charges

We pay for fees charged by fire-fighting authorities for the cost of putting out a fire following fire damage to the home.

### 5.4 Security guards

We pay up to the maximum amount of cover for the cost of employing guards to safeguard the home after a covered event.

### 5.5 Locks and keys

We pay the reasonable and necessary costs for loss or damage to any locks or keys for the home (including card keys, remote control devices and the reprogramming of these devices).

### 5.6 Rent and alternative accommodation

We pay up to 25% of the maximum amount of cover on the home. We pay for rent and alternative accommodation for you and your pets, if the home is not fit to live in because of loss or damage from a covered event. We calculate the loss of rent on the yearly rent or on rental value of the unfurnished buildings. We pay the reasonable costs you incur in renting or staying in alternative accommodation, including for domestic workers who normally live with you.

We pay only for as long as is reasonably needed to make the home fit to live in again or for you to take up permanent residence somewhere else, whichever is earlier.

We do not pay for loss of rent that arises directly or indirectly while structural alterations are being made to the home.

## **5.7 Public supply or mains connections**

We pay the reasonable costs for accidental damage to water, sewerage, gas, electricity and telephone connections that you are legally responsible for, between the home and the public supply or mains connections.

## **5.8 Glass and sanitary ware**

We pay the reasonable costs for accidental breakage of:

- a. Fixed glass including mirrors;
- b. Fixed sanitary ware excluding chipping, scratching or disfigurement. We pay only if the home is occupied at the time of the breakage.

We do not pay for accidental breakage of glass and sanitary ware that arises directly or indirectly while structural or building alterations are being made to the home.

## **5.9 Water pumping machinery**

We pay up to the maximum amount of cover for accidental loss or damage of fixed filtration plants, heat pumps and water-pumping machinery (not automatic pool cleaners) for home purposes. We cover the repair or replacement. We do not pay for wear and tear.

## **5.10 Loss of water by leakage**

We pay up to the maximum amount of cover for the water charges of a local authority for water lost through leaking pipes or from a burst geyser at the home but only if both these conditions are met:

- a. The water meter reading is 50% or more over the average of your previous four readings;
- b. You take immediate steps to repair the geyser or pipes affected when the leak is discovered (either by physical evidence or an abnormally high water bill). We only pay the amount that is in excess of the average water charges.

We do not pay for the following events and items:

- a. More than two separate events in any period of 12 months;
- b. Loss of water from leaking taps, water heating apparatus or sanitary systems, swimming pool structures and inlet or outlet pipes;
- c. Loss of water if the home is unoccupied for more than 60 consecutive days.

## **5.11 Tracing a leak**

We pay up to the maximum amount of cover for the reasonable cost of tracing the source of a water, gas or oil leak from any fixed domestic water or heating appliance (such as a geyser).

The maximum amount of cover includes the cost of repairing the leak. We also pay for repairs to the floors, walls and ceilings where the damage results from the leak.

We pay only if the first sign of leakage takes place after the start date of the buildings home cover.

## **5.12 Temporary repairs and steps to prevent more loss and damage**

We pay up to the maximum amount of cover for temporary repairs and steps necessary to prevent more loss and damage to the home after a covered event.

## **5.13 Removing fallen trees**

We pay up to the maximum amount of cover for costs you incur to remove fallen trees or any part of fallen trees from the home due to an event we cover. We do not pay for removing trees you have cut down yourself or arranged to have cut down.



## 5.14 Damage to gardens

We pay up to the maximum amount of cover for damage to trees, shrubs, plants, water features and sprinkler irrigation systems at the home. We pay for damage to gardens only when it is caused by one or more of the following:

- 5.14.1 Fire and explosion;
- 5.14.2 Lightning;
- 5.14.3 Impact by vehicles, aerial devices (for example satellite dishes), air craft or articles falling from them;
- 5.14.4 Earthquake;
- 5.14.5 Malicious damage;
- 5.14.6 Any person responding to an emergency at the home.

## 5.15 Limited subsidence and landslip

Limited subsidence and landslip means the downward movement of the ground supporting a building, or the movement of ground down a slope, or both, but excludes contracting or expanding of soil due to its moisture content, as experienced in clay and similar soil types.

We pay up to the maximum amount of cover for:

- a. Damage to the home caused by flowing surface water removing ground that is supporting the home (limited subsidence and landslip) resulting from storm, water, flood, hail or snow; and
- b. Loss of rent due to limited subsidence and landslip resulting in consequential loss. You have to prove that the loss or damage was because of limited subsidence and landslip.

We do not pay for loss or damage caused by limited subsidence and landslip in any of the following circumstances:

- a. When the limited subsidence or landslip results in consequential loss except for loss of rent;
- b. When the limited subsidence and landslip results in loss or damage to drains, water courses, boundary walls, screen walls, retaining walls, garden walls, gate posts, gates, fences, driveways, paving, swimming pools and tennis courts;
- c. When the limited subsidence and landslip is related to, or caused by:
  - Storm, wind, water, flood, hail or snow. We pay for damage to the home caused by flowing surface water removing ground that is supporting the home;
  - Contracting or expanding, or both of soil due to the moisture of water content of the soil as experienced in clay or similar soil types;
  - Faulty design or construction of, or removal, or weakening of, support to the home;
  - Workmen engaged in making any structural alterations, additions or repairs to the home;
  - Excavation on (surface) or under land (subterranean) other than excavation in the course of mining operations.

### **5.16 Medical emergency treatment costs**

We pay up to the maximum amount of cover for the cost of medical emergency treatment costs you pay for accidental bodily injury to any of the following people as a direct result of a defect in your home:

- a. Any guest or visitor;
- b. Any domestic employee in the course of their employment by you.

We only pay for medical emergency treatment costs that cannot be recovered from any other source.

### **5.17 Professional fees**

We pay up to 20% of the maximum amount of cover on the home for professional fees and other rebuilding costs you incur, but you must get our written consent.

Professional fees include one or more of the following:

- The costs of demolishing the home, removing debris from the site and putting up hoardings needed for building operations;
- Architects', quantity surveyors' and consulting engineers' fees;
- Local authorities' scrutiny fees;
- Costs of the requirements of public authorities for repairing or rebuilding.

### **5.18 Loss or damage caused by wild animals**

We pay for loss or damage that wild animals cause to the home. Wild animals are animals that live freely in their natural environment and are not confined in any way.

### **5.19 Removal of Rubble and wreckage**

We pay for the removal of rubble and wreckage of the home after a covered event.

## **6. Optional extensions to cover for the building**

You only have this cover if you bought it and it is shown on the schedule. There are extra premiums for these extensions.

You must also refer to the general events and items not covered on pages 12 to 16.

### **6.1 Full subsidence and landslip**

We pay for damage to the home by subsidence or landslip. However, we do not pay for:

- 6.1.1 Loss or damage to drains, water courses, boundary walls, screen walls, retaining walls, garden walls, gate posts, gates and fences.
- 6.1.2 Loss or damage that can be attributed to any of the following:
  - a. Faulty design or construction of or removal or weakening of support to the home;
  - b. Workmen engaged in making any structural alterations, additions or repairs to the home;
  - c. Excavation on (surface) or under land (subterranean) other than excavation in the course of mining operations.
  - d. Consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

Full subsidence and landslip means the downward movement of the ground supporting a building, or the movement of ground down a slope, or both. It includes the contracting or expanding of soil due to its moisture content, as experienced in clay and similar soil types.

### **6.2 Accidental damage not otherwise covered**

We pay up to the maximum amount of cover for accidental loss or damage to the home that is not otherwise covered.

We do not pay for any of the following:

- a. Depreciation in value of any nature;
- b. Damage that is covered by any manufacturer's or supplier's warranty, purchase agreement or service contract;
- c. Damage directly or indirectly due to alterations, renovations or additions to the home;
- d. Scratching, denting, chipping, or defacing.
- e. Damage directly or indirectly due to:
  - Alterations, renovations or additions to the home;
  - Scratching denting chipping or defacing;
  - Using tools or equipment in an incorrect manner or purposefully overloading a machine.

### **6.3 Breakdown of fixed machinery**

We pay up to the maximum amount of cover for electrical or mechanical breakdown of the following items:

- a. Machinery, including swimming pool filtration, heat pumps and water pumping machinery but not windmills;
- b. Jacuzzis, spa baths and saunas;
- c. Air conditioners;
- d. Electric garage and gate motors.

We pay only if you use these items for domestic purposes only. We do not pay for:

- a. Any loss or damage that is covered by any manufacturer's warranty or by a service contract;
- b. Derangement arising directly or indirectly due to:
  - Faulty design or workmanship or using tools or equipment in an incorrect manner;
  - Subsidence, landslip, or the collapse of any building unless you bought the Full subsidence and landslip extension;
  - Purposeful overloading of the machine;
- c. Depreciation in value of any nature;
- d. Damage directly or indirectly due to:
  - Alterations, renovations or additions to the home;
  - Scratching denting chipping or defacing.

Derangement means using something in a way it was not designed for that leads to breakdown or incorrect alignment of parts.

### **6.4 Power surge**

We pay up to the maximum amount of cover for damage to the home caused by power surges from accidental changes in the power supply by a public supply authority.

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

At any time, we have the right to ask that the main electrical distribution boards of the home are protected with surge protectors, lightning arrestors or other protection devices installed to SANS 0142 specification, and to remove cover for additional power surge if this is not done.

## **7. How we pay**

If a part of the home is damaged: Refer to claim after an event happens on page 8 for how we pay for valid claims.

If the whole home is destroyed by a covered event, we will pay up to the maximum amount of cover on the home. We will either pay to rebuild the home or pay cash to you. You have six months to decide if you want to rebuild the home.

- a. If you choose to rebuild the home, the work must start and end in a reasonable time. If it does not, we have the right to choose to pay cash to you. You can choose to rebuild on a different site. However, if you choose a different site, we will not pay more than we would have paid if you had built on the original site;
- b. If you decide not to rebuild, we will pay you in cash up to the maximum amount of cover. The cash amount is the market value of the home and land less the value of the land alone.

## Section E: Household contents cover

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### 1. Definitions and explanations specific to this section

The following definitions apply to household contents cover only. You must also read the general definitions on pages 3 to 4.

Address of buildings means the address shown on the schedule under household contents cover.

Household contents means:

1. Household goods and personal belongings inside the home for which you are responsible.
2. Fixtures and fittings inside the home you own or for which you are legally responsible.

The definition of household contents excludes:

1. Any household goods and personal belonging more specifically insured (for examples under all risks, motor cover, personal computer equipment);
2. Landlord's fixtures and fittings;
3. Motor vehicles, trailers and caravans (but we cover models of motor vehicles);
4. Ride-on lawn mowers;
5. Watercraft except for canoes and kayaks (but we cover models of watercraft);
6. Aircraft and their accessories (but we cover models of aircraft);
7. Pets and other animals.

Home means both of the following:

1. The main residence at the address of buildings or any other place where you are temporarily staying or employed; (refer to conditions on 5.2.5.1 applicable to household contents temporarily away from home);
2. Outbuildings and other roofed structures, including private garages, carports, Wendy houses, domestic workers' living quarters and garden sheds. An outbuilding is a separate building on your property at the risk address which does not inter lead with the main building.

On the schedule, it will describe the construction of your home:

1. Standard construction;
2. Non-standard construction;
3. Thatch.

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

1. Attached to the main residence and does not cover more than 25% of the roof area of the main residence; or
2. Within five metres from the main residence and the thatch roof on its own does not cover more than 25% of the roof area of the main residence.

Non-standard construction means a building with one or both of the following:

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

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

1. The roof of the main residence or attached to the main residence and covers more than 25% of the roof area of the main residence; or

2. Within five metres from the main residence and the thatch roof on its own covers more than 25% of the roof area of the main residence.

## 2. Events and items we cover (main residence)

We pay for loss or damage to your household contents caused by any of the following events:

- 2.1 Fire, lightning or explosion;
- 2.2 Storm, wind, water, hail or snow;
- 2.3 Earthquake;
- 2.4 Bursting, overflow and leaking of water apparatus, heating installations, geysers and pipes;
- 2.5 Deliberate acts of malicious damage;
- 2.6 Impact damage to the home, for example, a motor vehicle crashes into the home;
- 2.7 Theft and attempted theft. However there must be forcible and violent entry or exit if;
  - 2.7.1 The home is:
    - a. Unattended
    - b. Is lent, let or sublet by you or shared with you;
    - c. It is an outbuilding or wendy house and the loss or damage is more than the maximum amount of cover shown on the schedule;
    - d. under alteration, construction, cleaning, renovation or repair.

But if the home was unoccupied for more than 60 consecutive days in any calendar year theft or attempted theft will not apply unless we have given our prior consent in writing to extend cover.

## 3. Events and items not covered

These exclusions are in addition to the general events and items not covered on pages 12 to 16 of this policy.

### 3.1 Events not covered

We do not pay for the following loss or damage to your household contents:

- a. Loss or damage from storm, wind, water, flood, hail or snow to household contents in the open, unless the household contents are designed to be in the open;
- b. Loss or damage that arises out of a process where applying water is needed, such as shampooing carpets;
- c. Loss or damage that takes place if the home is unoccupied for 60 consecutive days or more, unless your schedule shows we have agreed to extend this period.
- d. Caused by storm, wind, water, hail or snow during or after demolition, alteration, construction, cleaning, renovation or repair if the loss or damage caused is as a direct result of the demolition, alteration, construction, cleaning, renovation or repair.
- e. Due to faulty design or workmanship.
- f. Loss or damage caused by tenant.

### 3.2 Limit and conditions for precious metals, gemstones and jewellery

We do not pay more than 30% of the maximum amount of cover for household contents for theft, loss or damage to precious metals, gemstones and jewellery. We do not pay more than R10,000 for any single item unless you give us a valuation certificate by a professional jeweller, or proof of purchase. The certificate must pre-date the loss or damage.

#### 4. Conditions specific to your household contents cover

These conditions are in addition to the general terms and conditions on pages 5 to 14 of this policy.

##### 4.1 Cover property for replacement value (average or under-insurance)

It is your responsibility to get cover for the full replacement value of all your household contents. Replacement value is the amount needed to replace all your insured property with similar new property. If at the time of the loss or damage or claim, we determine that the maximum amount of cover is less than the replacement value, then you are underinsured. If you are underinsured, we will not pay the full amount of the loss or damage. You will be your own insurer for the difference between the percentage of cover you bought and the full replacement value. The balance for a proportional share of the loss or damage is your responsibility.

###### **For example:**

The rebuilding cost of John's whole home is R1 million. John buys cover for R500,000 only. John is his own insurer for the balance of R500,000 (that is, half of the total replacement cost).

This means that if John has storm damage that costs R50,000 to repair, we will pay R25,000 less the excess. This is half of the cost of the damage less the excess.

##### 4.2 Increases in cover for inflation

We automatically increase the maximum amount of cover yearly on the household contents on the anniversary date by an amount to cater for the effect of inflation.

We will endorse your policy with the new maximum amount of cover and let you know the new premium for the increased cover. You are still responsible for making sure that the household contents are covered for their full replacement value. (See cover property for replacement value (average) on page 26).

##### 4.3 Jewellery

You warrant that you keep all jewellery and watches that you do not wear as part of your daily routine and that have a value of more than R25,000 per single item in a locked and hidden safe. This includes watches, gemstones and items made from platinum, gold and silver. The safe must be securely attached to the wall or floor.

If you are staying elsewhere temporarily, this condition applies to those premises to the extent that a safe is available on those premises.

Theft from a safe is subject to forcible or violent entry into the safe.

##### 4.4 Firearms

You warrant that at all times and in all places, you comply with the legal requirements for owning, using and safekeeping a firearm.

##### 4.5 Malicious damage

4.5.1 We pay for damage directly caused by, through or as a result of the deliberate act of any person with the intention of causing the damage.

4.5.2 For this extension to apply, any building insured or any building that contains the insured property must not be unoccupied for more than 60 consecutive days, unless we give our written permission. If the building is unoccupied for more than 60 consecutive days without our written permission, then this extension does not apply at all.

4.5.3 During the first 60 days that the building is unoccupied, you become a co-insurer with us and you must pay 20% of the claim, before any first amount payable.

4.5.4 Below are the conditions under which we do not pay under this extension:

- a. We do not pay for malicious damage to moveable property which is either:
  - Stolen; or

- Damaged during, or as a result of, an attempt to remove it, or part of it from any premises that you own or occupy.
- b. We do not pay for moveable property that is not attached to the ground and that you can transport without breaking, including furniture and cars.
- c. We do not pay for malicious damage to any property that is damaged by thieves while breaking into or out of, or attempting to break into or out of, any premises that you own or occupy.
- d. We do not pay for malicious damage to any immovable property that you own or occupy if it is caused by or through or if it is a result of:
- Removing or trying to remove all or a part of it;
  - Demolishing or trying to demolish all or part of it.

Immovable property is property that is attached to the ground, including, buildings and land.

- e. We do not pay for malicious damage when related to any of the following:
- Damage related to or caused by fire or explosion.
  - Damage caused by tenant.
  - Consequential loss or damage of any kind. However, we do cover loss of rent if you have specifically insured loss of rent.
  - Damage as a result of all, or some work stopping, or slowing down, or any process or operation slowing down, being interrupted or stopping.
  - Loss or damage caused by a lawful authority permanently or temporary taking away the insured items, for example, through confiscation, commandeering or requisition.
  - Loss or damage related to, or caused by, any occurrence referred to in the general terms and conditions, or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any these events.

4.5.5 If we state that malicious damage is not covered under this policy for these reasons, you will have to prove the contrary if you wish to proceed with a claim under it.

#### **4.6 Burglar bars**

If the schedule shows that you have burglar bars installed or that we require you to have burglar bars on all opening windows, you warrant that this is true. We only pay for theft or attempted theft of the household contents if the burglar bars are installed on all opening windows at the home.

#### **4.7 Security gates**

If the schedule shows that you have security gates or that we require you to have security gates on all exterior doors (including sliding doors), you warrant that this is true. We pay only for theft or attempted theft of household contents if the security gates are installed on all exterior doors (including sliding doors) at the home.

#### **4.8 Security complex and retirement village**

If the schedule shows you live in a security complex, we pay only for theft of household contents if the home is situated in a security complex or retirement village.

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



## 4.9 Burglar alarm

If the schedule shows that you have a burglar alarm installed in the home or that we require you to have a burglar alarm, you warrant that this is true. We pay only for theft or attempted theft if all the following conditions are met:

- a. The alarm system is installed and working properly;
- b. You test the alarm system every 6 months;
- c. You comply with all the conditions of your contract with the suppliers of the alarm system;
- d. The alarm system is activated whenever the home is unattended;
- e. You have a contract with a security service provider for monitoring and responding to the alarm;
- f. The service provider has a 24-hour immediate response operations centre;
- g. The service provider can give us an audit log of all alarms received if we ask for it following a claim.

We do not pay for theft if keys, duplicate keys or remote controls if the alarm system are used unless they were taken from you using violence or the threat of violence.

## 4.10 Claim-free group benefit

This claims-free group benefit applies to the Events and items we cover set out on page 28 above and to the optional extensions to your household contents cover. It does not apply to the automatic extensions to your household contents cover. This means a claim under the automatic extensions to your household contents cover does not affect your claims-free benefit.

You can get lower premiums if you do not claim (the claims-free group benefit). The claims-free group benefit works on a points system. You can earn one point for every year of cover that you do not claim in, until you reach a maximum of six points, the minimum points is zero. The points are given to you on the policy anniversary date.

You lose two points for each claim that we pay out in this time. If you pay for your cover yearly, the points will be taken off at your next anniversary date. If you pay for your cover monthly, the points will be taken off in the month after we pay out the claim.

## 5. Automatic extensions to your household contents cover

You automatically receive extra cover for these events and items. The amount we pay is a percentage of the maximum amount of cover on the household contents.

### 5.1 An increase in cover for household contents from 15 December to 31 January

We automatically increase your amounts of cover for household contents by 10% from 15 December to 31 January every year.

### 5.2 Five categories of automatic extensions

There are five categories of automatic extensions named Category A to Category E below. The amount of the payout is different for each category and shown on the schedule.

#### 5.2.1 Category A: Automatic extensions

For the following loss or damage, we pay the lower amount of:

- 5% of the maximum amount of cover for household contents; or
- R20,000.

##### 5.2.1.1 Personal documents if lost, stolen or damaged by a covered event

We pay only for the value of the materials and the cost of labour in restoring or replacing the documents. We do not pay for the value of the content to you.

#### **5.2.1.2 Household contents in the open if lost, stolen or damaged by a covered event**

We pay only if the items are designed to be in the open, including garden and swimming pool furniture and implements, pool safety nets, braais, gas bottles and laundry. The loss, theft or damage must have taken place at the home.

#### **5.2.1.3 Household contents in transit**

We pay for loss, theft and damage to household contents that are in transit between the home and a place of purchase, repair, restoration, renovation, or accommodation for holiday purposes.

The only events covered for household contents in transit or holiday accommodation are:

- Fire, lightning or explosion;
- Collision or the vehicle overturning;
- Theft or attempted theft from an unattended vehicle but only if the contents were concealed as much as possible and if there was visible, forcible and violent entry or exit.

#### **5.2.1.4 Vet costs**

We pay vet costs for accidental bodily injury to your pets from a road accident.

#### **5.2.1.5 Items belonging to guests in the home**

We pay for items belonging to guests in the home if the items are lost, stolen or damaged by a covered event and if the items are not covered under any other insurance. We do not pay for guests' SIM cards, cash and similar negotiable instruments (such as cash, vouchers and credit, debit and cash cards).

#### **5.2.1.6. Temporary repairs and steps to prevent more loss and damage**

We pay for temporary repairs due to an event we cover and for taking any actions necessary to prevent more loss and damage to household contents.

### **5.2.2 Category B: Automatic extensions**

We pay 100% of the maximum amount of cover for the following events:

#### **5.2.2.1. Death from an injury at home**

If you die within 12 months from an injury as a direct result of an accident that happens in the home, we pay out. We pay only if the death is independent of any other cause.

#### **5.2.2.2 Hole-in-one in amateur golf game**

If you score a hole-in-one playing in an amateur game of golf under the recognised rules of the club in terms of the rules at any recognised golf club, we pay out. You must give us written confirmation from the secretary of the club.

#### **5.2.2.3 Full house in bowls**

We pay if you score a full house in an amateur game of bowls with all eight or nine bowls to count as a member of a team of two, three or four in terms of the rules at any recognised bowls club. You must give us written confirmation from the secretary of the club. We pay only once for every full house in one game. This extension is limited to two full houses per year.

### 5.2.3 Category C: Automatic extensions

We pay up to the maximum amount of cover for the following events:

#### 5.2.3.1 Water lost through leakage

We pay for water charges from a local authority for water lost through leaking pipes at the home but only if both these conditions are met:

- a. The water meter reading is 50% or more over the average of your previous four readings;
- b. You take immediate steps to repair the pipes affected when the leak is discovered (either by physical evidence or an abnormally high water bill).

We pay the amount that is in excess of the average water charges. We do not pay for the following events and items:

- More than two separate events in any period of 12 months;
- The cost of repairing leaking pipes;
- Loss of water from leaking taps, water heating apparatus or sanitary systems, swimming pool structures and inlet or outlet pipes;
- Loss of water if the home is unoccupied for more than 60 consecutive days.

#### 5.2.3.2 Tracing a leak

We pay for the reasonable cost of tracing the source of a water, gas or oil leak from any fixed domestic water or heating appliance (such as a geyser). We also pay for repairs to floors, walls, and ceilings where the damage results from the leak.

We pay only if the first sign of leakage takes place after the start date of this section.

We do not pay for:

- The cost of repairing the leak;
- More than two separate events in any period of 12 months.

#### 5.2.3.3 Theft from outbuildings

We pay for theft or attempted theft from the outbuildings. We pay up to the maximum amount of cover for household contents shown on the schedule if any one of the following conditions are met:

- a. a burglar alarm that extends to the outbuildings is installed and activated when the outbuildings are unattended or unoccupied;  
or
- b. there is proof of forcible, visible and violent entry or exit.

If neither of these conditions are met, then we pay up to the maximum amount shown on the schedule for this cover.

However, if the home was unoccupied for more than 60 consecutive days in any calendar year, we will only pay for theft or attempted theft from the outbuildings if we had given our prior consent in writing to extend cover.

#### 5.2.3.4 Damage to gardens

We pay for damage to trees, shrubs, plants, water features and sprinkler irrigation systems at the home if caused by any of the following:

- Fire and explosion;
- Lightning;

- Impact by vehicles, aerial devices (for example satellite dishes), aircraft and articles falling from them;
- Earthquake;
- Malicious damage;
- Any person responding to an emergency at the home.

If you are the tenant, we pay for this damage only if you are legally responsible for the garden.

#### **5.2.3.5 Loss or damage caused by wild animals**

We pay for loss or damage that wild animals cause to your household contents in the home.

Wild animals are animals that live freely in their natural environment and are not confined in any way.

#### **5.2.3.6 Removing fallen trees**

We pay up to the maximum amount of cover for costs you incur to remove fallen trees or any part of fallen trees from the home due to an event we cover. We do not pay for removing trees that you have cut down yourself or arranged to have cut down.

If you are the tenant, we pay for this damage only if you are legally responsible for this.

#### **5.2.3.7 Money and negotiable instruments**

We pay for the loss of money and negotiable instruments from the home because of a covered event. If the money or negotiable instruments were stolen, we pay only if there was forcible and violent entry into or exit from the home.

#### **5.2.3.8 Debit cards, credit cards and SIM cards**

We pay for loss arising from the fraudulent use of your debit, credit or SIM cards by anyone who is not a member of your family or household. However, we pay only if all the following conditions are met:

- You reported the loss within 24 hours of the loss to the organisation that issued the relevant card to you;
- You complied with the conditions of issue of the card;
- You followed security warnings that the card issuer gave to you and the general public;
- The relevant card is your personal card and was not issued to you or authorised to you by your employer;
- The costs cannot be recovered from any other source.

#### **5.2.3.9 Deterioration of food**

We pay for the deterioration of food contained in any refrigerator and deep freeze unit in the home as a result of change in temperature arising out of a defined event covered under this section. We do not cover spoiling due to load-shedding, or electrical grid failure, of a power-supply authority on a national, regional, municipal, local and/or private level.

#### **5.2.3.10 Medical emergency treatment costs**

We pay for medical emergency treatment costs you incur because of accidental bodily injury suffered by:

- Anyone but you caused by your pet;

- A guest or visitor because of a defect in the home or household contents;
- A domestic worker in the course and scope of their employment with you.

We pay only for medical expenses that cannot be recovered from any other source.

#### **5.2.3.11 Domestic workers' belongings**

We pay for your domestic workers' household contents and personal belonging while in the home if they are lost, stolen or damaged by a covered event.

### **5.2.4 Category D: Automatic extensions**

We pay for the following events:

#### **5.2.4.1 Removal of rubble and wreckage**

We pay for the removal of rubble and wreckage of household contents from the home after a covered event.

#### **5.2.4.2 Accidental damage to any mirror glass or sheet glass**

We pay for accidental damage to any mirror glass or sheet glass forming part of the household contents. Includes glass forming part of stove/oven which you are legally responsible for (not insured elsewhere). Excludes glass of other domestic appliances and computers.

#### **5.2.4.3 Fire-fighting charges**

We pay for fees charged by fire-fighting authorities for the cost of putting out a fire following fire damage or to prevent or reduce more damage to the household contents.

#### **5.2.4.4 Locks and keys**

We pay the reasonable and necessary costs for loss or damage to any locks or keys for the home (including card keys, remote control devices and reprogramming of these devices).

#### **5.2.4.5 Security guards**

We pay the reasonable and necessary costs for employing a security guard following a covered event. We pay until the home is secure again.

#### **5.2.4.6 Accidental damage to landline telephones**

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

We do not cover lines and extension wires.

#### **5.2.4.7 Household contents in transit for change of permanent address**

We pay for loss, theft and damage to household contents that are being moved by a professional moving company between the home and a new, permanent address:

- Fire, lightning or explosion;
- Collision or the vehicle overturning;
- Theft or attempted theft from an unattended vehicle but only if the contents were concealed as far as possible and there was forcible, visible and violent entry or exit.

#### **5.2.4.8 Accidental damage to television and ancillary equipment**

We pay for accidental damage to any television set, video recorder, DVD player, decoder, Blue-ray players, and any of their aerials and satellite dishes in the home. An example of accidental damage is if the television set is dropped or knocked off the table. We do not cover mechanical or electrical breakdown.

#### **5.2.4.9 Stamp, coin and medal collections**

We pay for stamp, coin and medal collections if they are lost, stolen or damaged by a covered event. We pay only on the following conditions:

Limit for stamp and coin collections

We do not pay more than 25% of the maximum amount of cover on contents for stamp and coin collections combined.

For stamp collections:

We pay only if one or more complete pages of the collection are lost or damaged. We pay the lower amount of:

- Two-thirds of the value of any stamp as stated in a published catalogue current at the time of the loss or damage;
- R5,000 for each stamp. For coins and medals:

We pay the lower amount of:

- Two-thirds of the value of any coin as stated in a published catalogue current at the time of the loss or damage;
- R5,000 for each coin or medal. We do not pay at all for current coins.

### **5.2.5 Category E: Automatic extensions**

We pay for the following events:

#### **5.2.5.1 Household contents temporarily away from the home**

We pay for household contents temporarily away from the home, if they are stolen, lost or damaged by a covered event. We pay for theft or attempted theft only if there was forcible, visible and violent entry into or exit from the temporary home.

The only places we cover are:

- An occupied private residence or medical facility;
- A lodging house, hotel, club, holiday facility, school, place of study or nursing home where you are temporarily residing;
- Business premises where you are working;
- A furniture storage depot or bank safe deposit;
- Premises for cleaning, dyeing, alteration repair, renovation or restoration;
- We do not cover anywhere outside of the territory.

#### **5.2.5.2 Rent and alternative accommodation**

We pay up to 25% of the maximum amount of cover for household contents.

We pay for rent and alternative accommodation for you and your pets, if the home is not fit to live in because of loss or damage from a covered event.

We pay the reasonable costs you incur in renting or staying in alternative accommodation, including for domestic workers who normally live with you. We also pay for storage costs of undamaged items.

We pay only for as long as is reasonably needed to make the home fit to live in again or for you to take up permanent residence somewhere else, whichever is earlier.

### **5.2.5.3 Business from home**

We pay the lower amount of:

- 35% of the maximum amount of cover for household contents;
- R50,000.

If you carry on a business from the home, we pay for loss or damage to business goods (excluding products you manufacture or sell).

The business or profession must be conducted at your home and you use the home mainly for residential purposes. The business must not be a bed and breakfast or any other accommodation for reward. Your business must either:

- Comprise offices, consulting rooms or home industry; or
- Employ no more than two people in the business and the chance of loss or damage to household contents is not increased by carrying on the business from home.

## **6. Optional extensions to your cover for household contents**

You only have this cover if you bought it and it is shown on the schedule. There are extra premiums for these extensions.

You must also refer to the general events and items not covered on pages 12 to 16.

### **6.1 Accidental damage not otherwise insured**

We pay up to the maximum amount of cover for accidental damage to the household contents in the home that is not otherwise insured.

We do not pay for any of the following:

- a. Loss or damage to any of the following:
  - Tools, gardening implements or garden furniture;
  - Automatic swimming pool cleaning equipment;
  - Contents of refrigerators or freezers;
  - Musical instruments if the loss or damage is related to the breakage of reeds, skins or strings;
  - Sporting equipment;
  - Firearms;
  - Portable computer equipment, cellular phones, mobile communication equipment, hand-held portable telephones, video, audio tapes, cassettes, compact discs or DVDs;
  - Articles of a fragile nature;
- b. Damage that is covered by any manufacturer's or supplier's warranty, purchase agreement or service contract;
- c. Loss or damage caused by over-winding clocks or other mechanical apparatus;
- d. Cracking, scratching, denting or chipping of furniture, glass, glassware, jewellery or other brittle articles;

- e. The cost of reproducing or repairing data and images on tapes, film, digital or any other medium;
- f. Depreciation in value of any nature or any gradual operating cause, process of dyeing, cleaning or renovating;
- g. Electronic, electrical and mechanical breakdown;
- h. Damage directly or indirectly due to:
  - alterations, renovations or additions to the home;
  - faulty design or workmanship or using tools or equipment in an incorrect manner or purposefully overloading a machine;
  - confiscation or detention by any process of law;
  - deliberate power cuts or load shedding;
  - consequential damage of any nature.
- i. Loss or damage caused by tenant.

## 6.2 Electrical and mechanical breakdown

We pay up to the maximum amount of cover for electrical or mechanical breakdown to the household contents while in the home. We do not pay if the breakdown is otherwise covered.

We do not pay for:

- a. Loss or damage to any tools or gardening implements;
- b. Loss or damage to any portable computer equipment or cell devices;
- c. Loss or damage covered by any manufacturer's guarantee, purchase agreement or service contract;
- d. The cost of reproducing or repairing data and images on tapes, film, digital or any other medium;
- e. Loss or damage to internal combustion engines or electrical generators;
- f. Derangement arising directly or indirectly due to:
  - faulty design or workmanship or using tools or equipment in an incorrect manner; or purposeful overloading of the machine.
- g. Depreciation in value of any nature.

Derangement means using something in a way it was not designed for that leads to breakdown or incorrect alignment of parts.

## 6.3 Power surge

We pay up to the maximum amount of cover for damage to the household contents caused by power surges from accidental changes in the power supply by a public supply authority.

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

At any time, we have the right to ask that the main electrical distribution boards of the home are protected with surge protectors, lightning arrestors or other protection devices installed to SANS 0142 specification, and to remove cover for additional power surge if this is not done.

## 7. How we pay

We may decide to do one or more of the following:

- 7.1 Pay the costs to repair the loss or damage;
- 7.2 Replace the stolen, lost or damaged item;
- 7.3 Pay cash to you for the stolen, lost or damaged item.



## Section F: Specific items cover all risks

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### 1. Definitions and explanations specific to this section

The following definitions apply to specific items cover all risks only. You must also read the general definitions on pages 3 to 4.

Home means the address shown on the schedule under household contents cover. In this section, territory means anywhere in the world including transit by land, sea or air.

Specific items all risks insures you for items that you might take out of the home or wear while out of the home, and for items of high value. There are two categories of specific items cover all risks: specified items and unspecified items.

Specified items means items listed individually on the schedule. If any of these items are stolen or damaged at the home, we will pay under this section and not under your household contents cover.

Unspecified items means items not listed individually on the schedule. If any of these items are stolen or damaged at the home, we will pay under household contents cover and not under this section. You choose a maximum amount of cover for unspecified items that you do not individually cover. If you have a claim, we do not pay more than 25% of the maximum amount of cover with a maximum limit of R6,000 for any individual item. Any items over this limit must be specified. Cash, is also subject to a maximum amount of R5,000.

Increases in cover for inflation.

We automatically increase the maximum amount of cover for unspecified items yearly on the anniversary date of your policy by an amount to cater for the effect of inflation. We will endorse your policy with the new maximum amount of cover and let you know the new premium for the increased cover. You are still responsible for making sure that the unspecified items amount of cover is adequate.

### 2. Unspecified items: these are items you would normally wear or carry on you, including:

1. Handbags, briefcases and similar items, and anything they contain;
2. Jewellery and watches;
3. Glasses, sunglasses and contact lenses;
4. Clothing;
5. Sports equipment you own or are legally responsible for;
6. iPods, MP3 players and other portable audio and visual equipment (such as a portable DVD player);
7. Baby push carts and car seats.

### 3. Specified items – items we cover only if specified individually on the schedule

The following items are covered only if they are specified individually. You only have this cover if you bought it and it is shown on the schedule. There are extra premiums for these items:

- 3.1 Pedal cycles (for example a bicycle);
- 3.2 Wheelchairs;
- 3.3 Firearms;
- 3.4 Musical instruments;
- 3.5 Car sound reproduction and audio visual devices including accessories installed in any vehicle;
- 3.6 Cell phones, smartphones, two-way radios, other portable communication devices and all their accessories;
- 3.7 Cameras and photographic equipment;
- 3.8 GPS devices;

- 3.9 Electronic games and sound or audio visual recording equipment and their accessories (including video recorders, camcorders, PlayStation and Wii);
- 3.10 Stamp and coin collections;
- 3.11 Camping equipment;
- 3.12 Fishing equipment;
- 3.13 Horse riding equipment;
- 3.14 Hang gliders, parachutes and windsurfers;
- 3.15 Canoes, sailboards, surfboards, diving and fishing equipment, and kite boards;
- 3.16 Caravan and trailer contents, including camper trailers;
- 3.17 Walka (handheld TV, small rechargeable lightweight portable device);
- 3.18 Any item listed above under unspecified items if it is valued at more than R6,000 for each individual item.

#### **4. Other events and items we cover**

##### **4.1 Theft, accidental loss and damage**

We pay for theft and accidental loss or damage to:

- 4.1.1 Your specified items and unspecified items;
- 4.1.2 The specified items and unspecified items of others if you are legally responsible for those items.

##### **4.2 Unattended vehicles**

For theft or accidental loss from an unattended motor vehicle, we pay only if one or both of the following conditions are true:

- 4.2.1 There was visible, violent and forcible entry into, or exit from, the locked boot, locked interior or locked compartment that forms part of a locked motor vehicle;
- 4.2.2 The motor vehicle was involved in an accident at the time of the theft or loss.

##### **4.3 Unattended caravan, trailer or watercraft**

For theft or accidental loss from an unattended caravan, trailer, or watercraft, we pay only if one or both of the following conditions are true:

- 4.3.1 There was visible, violent and forcible entry into, or exit from the caravan, trailer or watercraft and all windows, doors, luggage compartments and the roof of the caravan were properly closed and securely locked;
- 4.3.2 The caravan, trailer or watercraft was involved in an accident at the time of the theft or loss.

We do not pay for loss or damage related to any act of fraud or dishonesty by anyone that you lend or hire the caravan to.

##### **4.4 Alternative power solutions (if stated in the schedule as included)**

Damage or loss to the whole or part of the property described in the schedule, owned by the insured or for which the insured is responsible, caused by any misfortune not otherwise excluded or restricted to the cover selected.

###### **Definitions**

- i. Alternative power solutions – any energy source alternative to public utility electricity supply.
- ii. Solar power solutions – electricity generating systems designed to supply usable solar electricity by means of photovoltaics. It consists of an arrangement of several components, including a solar array and an inverter. These may be linked to one or more batteries.

**Comprehensive cover** (if selected as the Basis of cover)

Loss of, or damage to, the whole or part of the property described in the schedule by any accident or misfortune not otherwise excluded, provided that the insured shall be responsible for the first amount payable stated in the schedule in respect of each and every Claim.

**Limited cover** (if selected as the basis of cover)

Loss of, or damage to, the whole or part of the property described in the schedule limited to the perils defined in points 1-6 below.

1. Fire, lightning, thunderbolt, subterranean fire, explosion.
2. Storm, wind, water, hail or snow.
3. Earthquake but excluding damage to property in the underground workings of any mine.
4. Aircraft and other aerial devices or articles dropped therefrom.
5. Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in, or on, such vehicles.
6. Malicious damage, excluding damage caused by theft or attempted theft.

**The Company will not be liable for:**

- i. any cause associated with the design or construction of the support structure of the solar panels that may be considered faulty, defective or inadequate.
- ii. loss or damage caused by overloading any solar system component.
- iii. we do not cover loss or damage to a solar system fitted on a thatch roof.
- iv. replacing any undamaged solar plant components.
- v. failure to comply with any licencing laws or regulations related to solar power solutions, including building regulations relating to rooftop installations.
- vi. Loss or damage to Solar power solutions generating electricity for the purpose of selling power units for reward or profit.
- vii. Any consequential loss or business interruption following loss or damage

**Conditions**

All exclusions, conditions, and provisions as per this section will apply in addition to the Alternative power solutions extension.

- a. It is warranted that the solar plant must be installed by a qualified electrician and in accordance with the relevant South African National Standards (SANS) regulations and that such electrician issues the applicable electrical Certificate of Compliance.
- b. It is further warranted that the Certification of Compliance must be re-issued by the relevant qualified electrician at every subsequent addition to or upgrade of the insured solar plant.
- c. Theft of solar panels and any solar system components (comprehensive cover).  
Loss or damage caused by theft or attempted theft of the solar panels is subject to visible evidence of forced removal of or tampering with the solar panel(s).

**5. Events and items not covered**

These exclusions are in addition to the general events and items not covered on pages 12 to 16 of this policy.

**5.1 Items not covered**

We do not cover any of the following:

- 5.1.1 Vehicles, watercraft and aircraft;

- 5.1.2 Portable computer equipment and accessories (such as laptops and palm tops, iPads and tablets). These should be more specifically insured under the personal computer equipment section;
- 5.1.3 Cameras and other photographic equipment used for professional purposes or for reward. We will cover these items if you use them only for a hobby or part-time income;
- 5.1.4 Musical instruments and sound or audio visual devices used for professional purposes or for reward. We will cover these items if you use them only for a hobby or part-time income;
- 5.1.5 Sporting equipment whilst in use, other than golf clubs or pedal cycles whilst taking part in social trail runs. We do not cover if you are a professional golf player or cyclist.
- 5.1.6 The following items inside caravans and trailers at the time of the theft, accidental loss or damage:
  - a. Fixtures and fittings;
  - b. Side tents;
  - c. Cash;
  - d. Jewellery and watches;
  - e. Tools, goods and samples in connection with any trade or business.

## **5.2 Events not covered**

We do not pay for loss or damage related to any of the following:

- 5.2.1 Chipping, scratching, chewing or denting;
- 5.2.2 Glass, glassware or any fragile article due to cracking or scratching unless caused by theft or fire;
- 5.2.3 Alteration, repair, maintenance, decoration, restoration or renovation;
- 5.2.4 Anything covered by any guarantee, service contract or any purchase contract of any type;
- 5.2.5 Defective design or materials;
- 5.2.6 The cost of reproducing sounds, data, or images on tapes, film or digital or other medium;
- 5.2.7 Property that is bought specifically to be sold in a business transaction;
- 5.2.8 Derangement of firearms (derangement means using something in a way it was not designed for, that leads to breakdown or incorrect alignment of parts);
- 5.2.9 An event at the home, if the home is unoccupied for 60 or more consecutive days in the 12 months before the event. We have the right to agree to extend this period. Your schedule will show if we have agreed to extend this period.

## **6. Conditions specific to your specific items cover all risks**

These conditions are in addition to the General terms and conditions on pages 5 to 14 of this policy. We do not pay for any loss, theft or damage unless the relevant conditions are met.

### **6.1 Cover your specific items for their replacement value**

It is your responsibility to get cover for the new replacement costs of your items. If at the time of a claim, the maximum amount of cover is less than the new replacement costs, we will pay the maximum amount of cover or less, if the item can be replaced for less.

## 6.2 Watches and jewellery

Keep watches and jewellery in a safe.

You warrant that you keep all jewellery and watches that you do not wear as part of your daily routine, and that have a value of more than R25,000 per single item in a locked and hidden safe. This includes watches, gemstones and items made from platinum, gold and silver. The safe must be securely attached to the wall or floor.

If you are staying elsewhere temporarily, this condition applies to those premises to the extent that a safe is available on those premises.

Theft from safe is subject to forcible or violent entry into the safe. A valuation certificate.

You must send us a valuation certificate by a professional jeweller who sets out the condition of all clasps, links and claws, and the value of the jewellery or watch. The certificate must pre-date the loss or damage. We pay either:

- The value on the certificate if it is equal to, or lower than, the maximum amount of cover for the item;
- The maximum amount of cover if the value on the certificate is higher than the maximum amount of cover.

If you cannot provide the valuation certificate or proof of purchase, we pay the new replacement cost or cost of repair, but not more than 25% of the value you insured the item for.

## 6.3 Firearms

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

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

## 6.4 Items in safety deposit facilities

If an item listed on the schedule is shown as being kept in a safety deposit facility, the cover under this section only applies while the item is in that facility. A safety deposit facility includes a bank safe.

## 6.5 Pairs and sets

We do not pay for the special value that a pair or set might have. If one item in a pair or one part of a set is stolen, lost or damaged, we pay only for that item.

## 6.6 Pedal cycles

We pay for damage to pedal cycles caused by racing, pacing and trail runs but not if used for professional reasons.

When a pedal cycle is not at the home and while you are not using it, you must keep it, and its accessories, attached by a security device to either:

- a. A permanently fixed structure;
- b. A carrier attached to your motor vehicle.

If you do not, we do not pay for loss or damage to this item.

## 6.7 Wheelchairs

We pay for damage to wheelchairs caused by racing, pacing and trail runs.

When a wheelchair is not at the home and while you are not using it, you must keep it, and its accessories, attached by a security device to either:

- a. A permanently fixed structure;
- b. A carrier attached to your motor vehicle.

If you do not, we do not pay for loss or damage to this item.

## **6.8 Caravan and trailer contents**

We will pay you for the contents of caravans and camper trailers if they are specified in the schedule. We cover your insured item while it is in the caravan, camper trailer or in an attached tent.

We do not cover:

- a. Theft of an insured item while the caravan and attached tent is unattended, unless there are visible signs of forced entry;
- b. Theft of an insured item from the camper trailer or trailer and attached tents, unless there are visible signs of forced entry;
- c. Permanent fittings of the caravan, camper trailer or trailer. Permanent fittings are items that were fitted by the manufacturer of the caravan or camper trailer;
- d. Loss or damage caused by fraud or dishonesty by a person who has borrowed or hired the caravan or trailer;
- e. The terms and conditions we list under "events we do not cover" in this section also apply to the contents of caravans, camper trailers, trailers and attached tents.

## **6.9 Horse riding equipment**

If the horse riding equipment is not stored at the home, we will pay for theft only if there was violent and forcible entry into, or exit from, the premises where it is stored.

## **6.10 Stamp, medal and coin collections Stamps**

If a stamp collection is listed in the schedule, we pay only if one or more complete pages of the collection are stolen, lost or damaged.

We pay the lower amount of:

- The value of any stamp as stated in a published catalogue current at the time of the loss or damage;
- The maximum amount of cover shown in the schedule.

Coins and medals

If a coin collection is specified in the schedule, we pay the lower amount of:

- The value of any coin as stated in a published catalogue current at the time of the loss or damage;
- The maximum amount of cover shown in the schedule. We do not pay at all for current coins.

## **6.11 Musical instruments**

We pay for theft, loss or damage while musical instruments are in transit in a vehicle. You must check the conditions for items in an unattended vehicle, caravan or trailer in paragraph 4.2 and 4.3 above. If the instrument is not in the home, we do not pay for loss or damage caused by a person tampering with the musical instrument with, or without, your permission. This is whether in your presence, or when the musical instrument is left unattended.

We do not pay for broken strings, reeds or drumheads.

## **6.12 Riots and strikes outside South Africa and Namibia**

What you are covered for:

Under this extension, we pay for loss or damage directly caused by:

- a. Civil commotion, labour disturbances, riots, strikes or lockouts that occur outside of South Africa and Namibia;
- b. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (1) above.

This extension does not cover:

- a. Loss of, or damage to, property occurring within South Africa or Namibia;
- b. Consequential loss or damage;
- c. The total, or partial stopping of work, or the slowing, interrupting or stopping of any process or operation;
- d. Loss or damage caused by a lawful authority permanently, or temporary taking away the insured items, for example, through confiscation, commandeering or requisition;
- e. Loss or damage related to, or caused by, any occurrence referred to in general terms and conditions.

If we state that loss or damage is not covered under this policy for these reasons, you will have to prove the contrary if you wish to proceed with a claim under it.

## **7. How we pay**

We may decide to do one or more of the following:

- 7.1 Pay the costs to repair the loss or damage;
- 7.2 Replace the stolen, lost or damaged item;
- 7.3 Pay cash for the stolen, lost or damaged item.

## Section G: Personal computer equipment cover

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### 1. Definitions and explanations specific to this section

The following definitions apply to personal computer cover only. You must also read the general definitions on pages 3 to 4.

Items means electronic data processing equipment, and proprietary software listed that belongs to you or that you are responsible for. This includes computers, portable computer equipment and accessories, laptops, palmtops, iPads, tablets, Drifta (mobile decoder), printers, scanners and similar equipment.

The items that you are covered for will be shown on the schedule.

### 2. Events and items we cover

Loss of, or damage to, the items from any cause, unless it is excluded by this section. In this section, territory means anywhere in the world including transit by land, sea or air. See events and items not covered below.

#### 2.1 Unattended vehicles

For theft or accidental loss from an unattended motor vehicle, we pay only if one or both of the following conditions are true:

- 2.1.1 There was visible, violent and forcible entry into or exit from the locked boot, locked interior or locked compartment that forms part of a locked motor vehicle;
- 2.1.2 The motor vehicle was involved in an accident at the time of the theft or loss.

#### 2.2 Unattended caravan, trailer or watercraft

For theft or accidental loss from an unattended caravan, trailer, or watercraft, we pay only if one or both of the following conditions are true:

- 2.2.1 There was visible, violent and forcible entry into, or exit from the caravan, trailer or watercraft and all windows, doors, luggage compartments and the roof of the caravan were properly closed and securely locked;
- 2.2.2 The caravan, trailer or watercraft was involved in an accident at the time of the theft or loss.

We do not pay for loss or damage related to any act of fraud or dishonesty by anyone that you lend or hire the caravan to.

### 3. Events and items not covered

These exclusions are in addition to the general events and items not covered on pages 12 to 16 of this policy.

We do not pay for:

- 3.1 Data lost because of programme errors, viruses, incorrect entry or the mistaken cancellation or corruption of data;
- 3.2 The costs of any alteration, addition, improvement or maintenance carried out at the time of repair;
- 3.3 Temporary repairs that cause extra loss or damage;
- 3.4 Loss or damage:
  - a. provided for under any maintenance or lease agreement;
  - b. caused by wear and tear or gradually operating causes, developing poor contact points or scratching of painted or polished surfaces;
- 3.5 Parts that have a short life;



- 3.6 Loss of use of the items or consequential loss, damage or other liability of any nature other than losses specifically covered in this section, for example, if you are unable to meet a work deadline;
- 3.7 Theft or accidental loss from an unattended motor vehicle, caravan, trailer or watercraft. You must check the conditions for items in an unattended vehicle, caravan, trailer or watercraft in paragraph 2.1 and 2.2 above;
- 3.8 An event at the unoccupied home if your home is unoccupied for at least 60 consecutive days in the 12 months before the event. We have the right to agree to extend this period. Your schedule will show if we have agreed to extend this period.

#### **4. Cover the personal computer equipment for replacement value (average)**

It is your responsibility to get cover for the full replacement value of your items. The amount needed to replace your insured item with similar new items is called replacement value. If, at the time of the loss or damage or claim, we determine that the maximum amount of cover is less than the replacement value, it means that you are underinsured and we will not pay the full amount of the loss or damage. We pay for the percentage of cover you bought, and you will be your own insurer for the difference. The balance for a proportional share of the loss or damage is your responsibility.

#### **5. Optional extension to personal computer equipment cover**

You only have this cover if you bought it and it is shown on the schedule. There is an extra premium for this extension.

##### **5.1 Reinstatement of data**

We pay up to the maximum amount of cover for costs and expenses necessary and reasonably incurred to recompile data or programmes or both, recorded on data-carrying media, if lost because of an accident.

We do not cover costs and expenses incurred caused by programme errors, viruses, incorrect entry, or corrupting or cancelling data by mistake.

This cover is only available on laptops and desktops.

#### **6. How we pay**

##### **6.1 For partial loss or damage to the item**

We pay up to the maximum amount of cover for the costs and expenses necessary and reasonably incurred to restore the damaged items to their working condition immediately before they were damaged provided that:

- 6.1.1 We will deduct the value of parts that can be used in any way, from what we pay;
- 6.1.2 We will pay the costs of any temporary repairs you carry out without our consent in the interest of safety, or to minimise further loss or damage to the item. If these temporary repairs cause additional loss or damage, the consequences, including any additional costs, will be for your account;
- 6.1.3 Where the loss or damage is restricted to a part, or parts of a covered item, we pay only for the cost of the part, or parts that are lost or damaged.

##### **6.2 For total loss or damage to the item**

We pay up to the maximum amount of cover for the replacement costs of the item to its condition when new, provided:

- 6.2.1 You replace it with a new item of equal performance or capacity or both. If this is impossible, you must replace it with a new item that has the next closest performance or capacity. We pay for the freight costs and customs duties;
- 6.2.2 You replace the item as soon as possible and in the most economical way;
- 6.2.3 You ensure that you update your cover with details of the new item. If you do not update your cover we only pay up to the maximum amount of cover noted in the schedule. This means we will only pay the value of the old item even if the new item is lost or damaged.

## Section H: Motor vehicle cover

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### 1. Definitions and explanations specific to this section

The following definitions apply to motor vehicle cover only. You must also read the general definitions on pages 3 to 4.

The vehicle means the vehicle shown on the schedule that is owned, hired or leased by you and includes:

1. A vehicle you use temporarily while your own vehicle is being overhauled, serviced or repaired (but only to the maximum amount of cover for your own vehicle specified in the schedule);
2. Standard factory-fitted accessories, tools and spare parts when they are in or on the vehicle. The types of vehicles that are covered include:
  1. A motor vehicle privately used, including minibuses, SUVs, station wagons, self-propelled motor homes (motorised caravans) and passenger-carrying vehicles designed with capacity to seat no more than 10 people including the driver, and not having a gross vehicle mass of more than 3,500 kilogrammes;
  2. Light delivery vehicle with a gross vehicle mass of not more than 3,500kilogrammes (including double cab, panel van, club cab, 4x2 and 4x4 vehicles);
  3. Motorcycles, scooters, scramblers or quad bikes (with, or without, sidecar and three-wheeled drive or four-wheeled drive);
  4. Caravans and trailers that are not self-propelled but are designed to be towed by a self-propelled vehicle (including permanent fixtures and fittings).
  5. Ride-on lawnmowers, golf carts, parallel two-wheeled personal transporters (such as a Segway), and stand-up motor scooters.

An agreed value is usually used for a special class of vehicle (such as collector's vehicles, vintage cars, imported sports cars and old vehicles).

It is the specified value you choose to insure the vehicle for, including factory-fitted accessories. However, you must give us proof of valuation (engineer's report) of the vehicle value from a reputable motor vehicle dealer before insuring the vehicle. The valuation must not be older than 12 months at the start date of cover under this section. Post-manufacture accessories must also be included in this valuation (engineer's report). You must specify the details of each listed accessory individually and its value. If the condition of the vehicle deteriorates after the valuation for agreed value but before a loss, the amount we pay might be lower at the time of the claim.

You must obtain new valuations every year and provide them to us by no later than the first day on the anniversary date of your policy. If we do not receive this valuation confirming the value by the anniversary date, your policy will renew with the agreed value unchanged.

Retail value means the reasonable value or price at which a motor dealer will sell the vehicle for, including factory-fitted accessories. The retail value is based on the value shown in the Mead & McGrouther Auto Guide (or in a recognised and current motor trade publication). The vehicle's age, condition and odometer readings might affect the value of the vehicle at the time of the loss.

The following items do not form part of retail value. They must be specified separately under optional extensions. You must ensure that the value of these extras is accurate and up to date.

1. Any vehicle accessories or extras after vehicle manufacturing must be specified separately in addition to the retail value;
2. Credit shortfall must be specified separately in terms of the outstanding balance on the vehicle.

Retail value does not apply to quad bikes, off-road motorcycles, motorised-ride-on-equipment, caravans and trailers.

Injury means bodily injury by accidental violent, external and visible means resulting from an accident.

## 2. Categories of use of the vehicle

This is a personal insurance policy. The aim is to cover you for personal use of the vehicle. However, we do allow extra uses for some professional and business reasons.

You must also read the general terms and conditions on pages 5 to 16.

The class of use that you are covered for:

You are covered only for the class of use set out on your schedule, including for any neighbourhood watch group or a similar voluntary non-profit organisation.

There are three classes of use:

- a. Private use only;
- b. Private and limited professional and business use;
- c. Private, professional and full business use.

### 2.2 What you may use the vehicle for

Private use only: social, domestic and pleasure use only.

This class of use is intended for people who use the vehicle for household and leisure activities; going away on weekends and holidays, collecting children from school, weekends and holidays, and including use by pensioners and housewives.

You may not use the vehicle for any work-related activities.

Private and limited professional and business use: social, domestic, pleasure and professional use, including travel to and from your home and permanent place of work, study or profession. This class of use is intended for people who mostly work in an office and use the vehicle for no more than a third of their total weekly usage to attend external meetings.

Including accountants, bookkeepers, attorneys, doctors, actuaries and architects.

If you use the vehicle more often for professional and business reasons, you should get cover under the private, professional and full business use.

Vehicle sharing, accepting payment for giving lifts to passengers for social purposes, or commuting, is not excluded, but only if both conditions below are met:

- The passengers are not being carried in the course of a passenger-carrying business;
- The total payment does not amount to profit.

Private, professional and full business use: social, domestic, pleasure, professional and full business use, including travel to and from your home, and permanent place of work, study or profession.

This class of use is intended for people who use the vehicle for more than a third of their total weekly usage. Examples include representatives, other sales people, surveyors, assessors, private investigators, doctors, architects and accountants.

Vehicle sharing, accepting payment for giving lifts to passengers for social purposes or commuting, is not excluded but only if both conditions below are met:

- The passengers are not being carried in the course of a passenger-carrying business;
- The total payment does not amount to profit.

### 2.3 What you may not use the vehicle for

1. Hiring out for reward.
2. Carrying goods for resale, reward or trade, unless we have given our prior consent in writing to include this.
3. Carrying passengers who pay a fare.

4. Courier services.
5. Commercial travelling.
6. Selling products or services. (applicable to private use and private and limited professional and business use only).
7. Driving instruction for reward.
8. Racing, speed or other contests, rallies, trials or use on any race track whether or not at an organised event.
9. Any purpose in connection with the motor trade. However, we do pay for injury, loss or damage while the vehicle is in the custody, or under the control of a member of the motor trade for the purpose of overhaul, maintenance, service or repair.
10. Any purpose on the airside of any airport, or landing strip.
11. Towing for reward.
12. Travelling to and from place of work, business or professional use of any nature (applicable to private use only)

### 3. Types of cover

The type of cover you select affects the events and items that you are covered for, and the automatic extensions (3.15) and optional extensions (3.16) that you have.

#### 3.1 Events and items we cover

**Comprehensive:** we pay if the vehicle or any part of it is lost, stolen or damaged. Cover includes costs and expenses for which you become legally responsible to a third party, if the legal responsibility (liability) relates to the vehicle.

**Comprehensive, excluding theft:** we pay if the vehicle or any part of it is damaged.

Cover includes costs and expenses for which you become legally responsible to a third party, if the legal responsibility (liability) relates to the vehicle. All cover for theft or attempted theft is excluded. This cover option is only available for motor cars and light delivery vehicles.

**Third party, fire and theft:** we pay if the vehicle or any part of it is stolen or is damaged by fire, self-ignition, lightning or explosion. Cover includes costs and expenses for which you become legally responsible to a third party if the legal responsibility (liability) relates to the vehicle.

**Third party only:** we pay up to the maximum amount of cover for amounts that you become legally responsible to pay for injury and accidental loss or damage to a third party.

#### 3.2 Events and items not covered

We do not pay for:

1. Malicious damage to tyres.
2. Damage to tyres caused by applying brakes or by road punctures, cuts and bursts.
3. Damage to tyres, springs and shock absorbers because of uneven road surfaces, unless there is related damage to the wheel or wheels.
4. The loss of the vehicle due to a fraudulent buying or selling transaction.
5. Loss, damage or injury caused, or suffered, or incurred, while the driver of the vehicle uses or operates a cellular or mobile telephone, or other communication device in one, or both hands while driving, unless such communication device is affixed to the vehicle, or is part of the fixture in the vehicle or is specially adapted or designed to be fixed to the driver as a headgear and remains so affixed while being used or operated. This is as stipulated in Regulation 308A of the South African National Road Traffic Act.
6. Consequential loss or damage as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages.

### 3.3 Legal responsibilities to third parties

If you have complied with all conditions of this policy, we pay up to the maximum amount of cover for amounts that you become legally responsible (liable) to pay a third party for:

- a. injury (which means accidental death of or bodily injury to any person);
- b. damage (which means accidental loss of or damage to property). We only pay for costs you incur with our written consent.
  1. If you use the vehicle for towing another vehicle or trailer, liability for third party damages is covered; however we will not be liable for damage caused to the towed vehicle or trailer and for any items in or on the towed vehicle or trailer. (This applies to comprehensive cover only).
  2. If you use a vehicle that you do not own, hire or lease under an installment sale or lease agreement we will not be legally responsible (liable) for damage to the vehicle.
  3. We may but are not obliged to pay for costs for you to be represented at an inquest or post mortem, or in defending criminal proceedings in a magistrate's court.
  4. If another person uses the vehicle, but only if that person meets all the following conditions:
    - they have your consent to drive or use the vehicle;
    - they do not have insurance under any other policy;
    - they have not been refused any motor vehicle insurance;
    - they observe the terms and conditions of this policy.
  5. If the third party is a passenger, the passenger must be seated in one of the permanent enclosed passenger compartments of the vehicle. There are limits to the amount we pay for legal responsibility to passengers and these limits are shown on the schedule.
  6. The vehicle used must at all times be roadworthy.

We pay up to the maximum amount of cover for any single covered event or series of incidents that result from the covered event, subject to current legislation.

You must tell us if there is a possibility that you could become legally responsible to a third party.

### 3.4 We do not pay for your legal responsibility arising from

1. Death or injury to your employee during the course and scope of their employment with you;
2. Death or injury to anyone being carried in a trailer, caravan or the open-load carrying section of a light delivery vehicle;
3. Accidental loss or damage to items belonging to you or that are in your custody or under your control or that you hold in trust;
4. Death or injury to any member of your household;
5. Claims arising out of contractual liability (means legal responsibility to third parties related to contracts);
6. any claim, loss, liability, cost or expense in respect of injury of whatsoever nature or death where such injury of whatsoever nature or death is the subject in respect of any compensation or claim that falls within the scope of any compulsory third party legislation including the Road Accident Fund Act 1996 as amended within the Republic of South Africa. This exception shall apply notwithstanding that no insurance under any such Fund is in force or has been affected or not.

### 3.5 Claim free group benefit

Applicable to comprehensive cover and comprehensive excluding theft cover only.

We lower premiums if you do not claim for a number of years. The claim free group benefit works on a points system 0 to 6:

1. You receive one point for every year of cover in which you do not claim. The point is given to you on the anniversary date;
2. You lose two points for each claim that we pay out during the period of cover. If you pay for your cover yearly, the points might be taken off in the month after we pay out your claim or it will be taken off at your next anniversary date. If you pay for your cover monthly, the points will be taken off in the month after we pay out the claim.

If more than one vehicle is covered under this policy, the claim-free group benefit will apply individually to each based on previous insurance and claims history, or as if we have issued a separate policy for each vehicle.

Claim free group benefit is not affected by claims on the extensions of cover under this section.

### 3.6 How we pay

Applicable to comprehensive, comprehensive excluding theft and third party, fire and theft cover

If you have a valid claim, we will at our choice pay for one of the following:

1. Replacement;
2. Repair;
3. The amount of the loss or damage.

Third party only cover: we pay up to the maximum amount of cover for amounts that you become legally responsible for to a third party. We pay only for costs you incur with our written consent.

### 3.7 Basis of payment

Replacement – applicable to comprehensive and comprehensive excluding theft cover

If you, being the first registered owner, claim within 12 months of the first registration of the vehicle, we pay the lower of the following amounts less the excess:

1. The current purchase price of a new vehicle of the same or similar model at the time of the loss.
2. The maximum amount of cover shown in the schedule  
We pay on this basis only if the following conditions are met:
  - a. If the vehicle is stolen or hijacked and not recovered (applicable to comprehensive cover only)
  - b. The assessed cost of repairs is more than 70% of the current new retail value, including VAT.
  - c. The odometer reading is less than 30,000 kilometres.

Repair or amount of loss or damage

If the conditions under 'replacement' are not met, or if you claim after 12 months of the first registration of the vehicle, we pay the lower of the following amounts less the excess:

1. The retail value.
2. The maximum amount of cover. We pay for the following conditions:
  - a. If the vehicle is stolen or hijacked and not recovered.
  - b. The cost of repairs.

- c. If the assessed cost of repairs is more than 70% of the maximum amount of cover or retail value, including VAT, the vehicle is regarded as uneconomical to repair and will be written off.

If it is shown on the schedule that the basis of claims settlement is agreed value, we will pay the agreed value.

We only pay if you have a valid claim under this section.

### **3.8 We pay the credit provider (lender) applicable to comprehensive cover only**

If you have a credit or similar agreement for the vehicle, we pay the credit provider the balance owing to them according to the provisions of this policy. (This is because they are the legal titleholder of the vehicle).

We will pay you any balance.

### **3.9 We pay the owner of the vehicle (suspensive sale or similar agreement) applicable to comprehensive cover only**

If you buy the vehicle in the terms of a suspensive sale agreement, we will pay the balance you owe to the owner of the vehicle according to the provisions of this policy.

A suspensive sale agreement is a private agreement between you and the owner of the vehicle where you agree to buy the vehicle and pay the full purchase price directly to the owner in monthly installments. You become the owner of the vehicle only once you have paid the full purchase amount to the owner.

Suspensive sale agreements are similar to instalment sale agreements, except suspensive agreements are not regulated by the National Credit Act or the Usury Act.

We only pay up to the maximum amount of cover.

### **3.10 We pay for the repaired vehicle to be delivered to you**

After repair of damage, or recovery of loss, we also pay the reasonable cost of delivery to you at your permanent home address as shown in the schedule, (within the territory). This extension is not available for third party cover only.

### **3.11 We deduct the excess**

We deduct the excess off all amounts we pay unless it is specifically stated otherwise. Not applicable to third party cover only.

### **3.12 Conditions specific to your motor vehicle cover**

#### **3.12.1 Tracking device warranty**

Should a tracking device be a mandatory requirement on the vehicle insured for theft and hijacking cover or stated to be included to qualify for discounted premiums, irrespective of whether the tracking system is warranted on the schedule or not, then it is a requirement that tracking devices must comply with the following:

1. The tracking device unit installed in the vehicle must be a tracking AND recovery device.
2. The tracking device unit must always be in working order and activated.
3. Customers must have a legally valid contract with the tracking device supplier, and fees must be paid on time to ensure the continuity of the contract.
4. The tracking device must be tested once every six months or self-tested regularly.
5. The theft or hijacking is immediately reported to the service provider/ supplier of the tracking device.

If you do not comply with this warranty, we have the right to reject your theft, hijacking, or attempted theft or hijacking claim.

### **3.12.2 Alarm/immobiliser security device warranty**

The schedule will show if you have a security device installed or if we require a security device in the vehicle. If you have this system, you warrant that:

1. The required anti-theft security device that immobilises the vehicle including a siren alarm approved by us, is installed in the vehicle;
2. The anti-theft security device is in working condition and activated when the vehicle is left unattended;
3. You must provide the Company with a certificate of confirmation as proof of the fitting of such a device, if not factory fitted. If factory fitted after 1998, no proof is required.

If you do not comply with this warranty, we have the right to reject your theft, hijacking, or attempted theft or hijacking claim.

### **3.12.3 Electric/Hybrid motor vehicles**

It is a requirement that an approved service provider conduct services, including servicing the battery. Evidence of such services will need to be submitted to the Company in the event of a claim should it be requested or required.

Any electric or hybrid vehicles or vehicles converted to electric must always keep the correct and adequate fire extinguishing equipment in the vehicle. Each electric or hybrid vehicle would require a lithium-ion battery fire extinguisher.

### **3.12.4 We may decide to repair the vehicle**

An assessor we approve will assess the damages to the vehicle. If the assessed damages to the vehicle can, in our opinion, be repaired, we have the right to direct it to an approved repairer.

### **3.12.5 We may pay the price for parts or accessories not readily available**

If any part or accessory needed to repair the vehicle is not available in South Africa as a standard manufactured article, we pay up to the price shown on the latest price list published by the manufacturers or agents at the time of the loss. We will also pay for the reasonable cost to transport the part by ship or rail to South Africa. We will not pay for the part to be transported by air.

### **3.12.6 You must tell us about expired licenses, endorsements and convictions**

You must tell us immediately when you become aware that your driver's licence or the driver's licence of a driver using your vehicle with your consent are endorsed, suspended or cancelled.

You must tell us immediately when you or a driver using your vehicle with your consent are charged with, or convicted of, negligent or reckless driving.

### **3.12.7 We pay for repatriation costs**

If the vehicle is accidentally damaged or stolen and recovered outside South Africa, but within the territory, we will pay the reasonable costs to return it to South Africa.

However, you must pay to have the vehicle brought to the closest point of entry into the territory before we can arrange for its return to South Africa.

We pay only if you have a valid claim under this section. This extension is not available for third party cover only.



### **3.13 Restrictions to your motor vehicle cover**

These restrictions to cover can be optional, or compulsory. The schedule will show if a restriction applies to your cover, and, where restrictions apply, cover will be excluded due to non-compliance.

#### **3.13.1 Insured only driver**

Only the insured person named on the schedule has the right to drive the vehicle.

#### **3.13.2 Named driver**

Named driver means the insured person named in the schedule to be the only nominated driver.

#### **3.13.3 More than one named driver**

More than one named driver means the insured persons named in the schedule to be the only nominated drivers.

#### **3.13.4 Any authorised driver**

Any authorised driver means any person authorised by the insured or any other driver driving with the insured's permission.

#### **3.13.5 Insured and family**

Only you, your spouse and members of your family permanently living with you have the right to drive the vehicle.

#### **3.13.6 No medical emergency treatment costs**

If shown on the schedule, all references to cover for medical emergency treatment costs must be ignored.

#### **3.13.7 No passenger responsibility cover**

If shown on the schedule, we do not pay for injury to any person who, at the time of the accident, is being conveyed in the vehicle, or is getting in, or out, of the vehicle.

### **3.14 Other events and items not covered**

These exclusions are in addition to the general events and items not covered on pages 12 to 16 of this policy. They apply to the whole of the motor vehicle cover section.

#### **3.14.1 We do not pay outside the territory except while in transit**

We do not pay for loss, damage or injury caused, or suffered, or incurred outside the territory, except for accidental loss, or damage to the vehicle while in transit by sea or air between ports, or places within the territories.

This extension is not available for third party cover only.

#### **3.14.2 We do not pay for vehicles that are not roadworthy**

We do not pay for legal responsibility to third parties, loss, damage or injury caused or suffered, or incurred while the vehicle is being used in a condition that does not comply with either of the following:

1. The Road Traffic Ordinances of South Africa;
2. Any similar legislation that applies to the areas that the vehicle is being driven or towed in.

#### **3.14.3 We do not pay for vehicles being driven without a driver's licence**

It is illegal to drive a motor vehicle without a valid driver's licence for the code of vehicle used or driven. It is your responsibility to check the requirements for a valid driver's licence in the area the vehicle is being driven or used in.

We do not pay while you, or any person with your consent is:

1. Driving or using the vehicle without a valid driver's licence according to legislation of the territory the vehicle is being used in;

2. Learning to drive without a valid learner's licence according to the legislation of the territory the vehicle is being used in.

If a driver's licence must be renewed and, at the time of a covered event, the licence has not been renewed, we will not exclude payment for this reason. However, the driver must not be disqualified from holding or obtaining such renewed licence.

#### **3.14.4 We do not pay for driving under the influence**

We do not pay for loss, damage or injury caused, or suffered, or incurred while the vehicle is being used:

1. By you while you are under the influence of alcohol or your blood-alcohol level is over the legal limit;
2. By you while you are under the influence of drugs. This is except for drugs prescribed by a doctor and taken according to the doctor's instructions. You cannot be the prescribing doctor;
3. By any person with your knowledge and consent, while you know they are under the influence of alcohol, or their blood-alcohol level is over the legal limit;
4. By any person with your knowledge and consent while you know they are under the influence of drugs. This is except for drugs prescribed by a doctor and taken according to the doctor's instructions. Neither they, nor you, can be the prescribing doctor.

#### **3.14.5 We do not pay for other categories of use**

We do not pay for loss, damage or injury caused, or suffered, or incurred, while the vehicle is being driven, or used, other than according to the category of use shown on the schedule.

### **3.15 Automatic extensions to your motor vehicle cover**

You automatically receive these extensions as part of your cover

#### **3.15.1 Emergency repairs**

After an event we cover under this policy, you may authorise emergency repairs to the vehicle. We pay up to the maximum amount of cover for these repairs. This extension is not available for third party cover only.

#### **3.15.2 Emergency accommodation**

We pay the reasonable costs up to the maximum amount of cover for emergency accommodation following an insured event we cover. This extension is not available for third party cover only.

#### **3.15.3 Emergency towing (this extension is not available for third party cover only)**

We cover the cost of towing the vehicle following an accident.

1. How we pay for motor cars/light delivery vehicles
  - a. The full cost if you have received our consent to tow beforehand by using our dedicated Bryte Assist service provider.
  - b. If you do not use our Bryte Assist service provider, we pay up to R2,500 for towing and storage.

If you were unable to make use of the dedicated service provider following an act of violence, or in the case of an accidental or medical emergency, and you can provide proof of such, the above (b.) will not apply.

2. How we pay for trailers, caravans and motor cycles
  - a. The reasonable costs for towing to the nearest repairer following an event we cover.

### **3.15.4 Adjustment for car hire insurance excess**

A hire car carries separate insurance with its own excess. If you temporarily hire a vehicle after a valid claim under this section and the hire vehicle is lost or damaged, we pay the difference in the excess between that on the hire car and that for the vehicle not exceeding R10,000.

If the hire vehicle's engine capacity is greater than the vehicle, we will only pay the amount we would have paid if the hire vehicle was of equal engine capacity.

This extension will only apply if you have taken the insurance offered by the car-hire company.

This extension is not available for third party cover only.

### **3.15.5 Medical emergency treatment costs**

Applicable to comprehensive cover and comprehensive excluding theft cover only.

We pay up to the maximum amount of cover towards medical emergency treatment costs if any passenger in the vehicle suffers an injury as a direct result of an accident. We deduct any amounts the passenger can recover under any:

1. Motor vehicle insurance legislation.
2. Occupational illness or disability legislation.
3. Workmen's compensation legislation.
4. Medical aid insurance.

We only pay if not recoverable from another source.

### **3.15.6 Wreckage removal**

We pay for the cost of towing, recovering, protecting and removing debris and wreckage of the vehicle to the nearest repairer after a covered event. We pay either of the following:

1. The full cost if you have received our consent to remove the wreckage and debris beforehand;
2. The reasonable costs of up to the maximum amount of cover if you do not have our consent beforehand.

This extension is not available for third party cover only.

### **3.15.7 Locks and keys**

We pay up to the maximum amount of cover for costs you reasonably incur after loss of, or damage to, locks and keys for the vehicle (including card keys and remote-control devices, and the cost of reprogramming). This cover applies if there is reasonable belief or proof that an unauthorised person may be in possession of a duplicate key or remote.

This will not affect the claim free benefit. You are responsible for the excess.

Additional cover above maximum amount can be bought under optional extensions. This extension is not available for third party cover only.

### **3.15.8 Audio accessories**

We pay for theft and accidental loss of, or damage to, fitted audio accessories (such as car radios, MP3 players and compact disc players).

The amount we pay depends on whether the accessories are specified or not specified in the vehicle or specific items (all risk) section of your policy.

If you did not specify audio accessories, we will pay

- a. the costs of replacement or repair for manufacturer-fitted accessories;

- b. the costs of replacement or repair for non-manufacturer-fitted accessories only up to the maximum amount of cover shown on the schedule.

If you specified audio accessories, and paid extra premium for them (under optional vehicle accessories or all risks), we will pay the maximum amount of cover stated on the schedule;

You are responsible for the excess.

This extension is not available for third party cover only.

### **3.15.9 Bereavement expenses**

Applicable to comprehensive and comprehensive excluding theft cover only

We pay up to the maximum amount of cover if you die within 24 months from an accident involving the vehicle. We do not pay if the accident was caused by, or contributed to, by your own reckless behaviour.

Bereavement means the period of mourning after the death of a loved one.

### **3.15.10 Window and sunroof glass**

Where there has been no other damage to the vehicle, we pay for damage to window and sunroof glass.

You are responsible for the excess, but if the glass is repaired rather than replaced, you will not have to pay this excess.

This extension is not available for third party cover only.

### **3.15.11 Car hire, theft and hijack**

If the vehicle has comprehensive cover, we will arrange for the hire of a car if the vehicle is stolen or hijacked and not recovered.

Cover available:

30 days.

What vehicle we arrange:

1. If the vehicle is a car, we will arrange for a hired car.
2. If the vehicle is a light delivery vehicle, we will arrange a hired light delivery vehicle.

The hire will start from:

1. The date that the theft of the vehicle was reported to us but not later than 21 days from the date of theft or hijack.

The hire will end at the earliest of this dates:

1. The date we pay for the total loss of the vehicle.
2. 30 days after the start of the period of hire.
3. The date the vehicle repairs are complete following theft or hijack.

What we pay for

1. You will receive the car hire for an unlimited distance but we do not pay for your petrol, diesel, oil and water.

You must comply with the terms and conditions of the hire agreement with the hire car company, including paying for any deposits and excesses that apply.

It is your responsibility to make sure that you understand the terms and conditions of the hire contract.

### 3.15.12 Riot and strikes outside South Africa and Namibia

We pay for loss or damage directly caused by:

1. Civil commotion, labour disturbances, riots, strikes or lockouts that occur outside of South Africa and Namibia;
2. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (1) above.

This extension does not cover:

- a. loss of, or damage to, property occurring within South Africa or Namibia;
- b. consequential loss or damage;
- c. the total or partial stopping of work, or the slowing, interrupting or stopping of any process or operation.
- d. loss or damage caused by a lawful authority permanently or temporarily taking away the insured items, for example, through confiscation, commandeering or requisition;
- e. loss or damage related to or caused by any occurrence referred to in general terms and conditions.

If we state that loss or damage is not covered under this policy for these reasons, you will have to prove the contrary if you wish to proceed with a claim under it.

### 3.16 Optional extensions to your motor vehicle cover

You only have this cover if you bought it and it is shown on the schedule. There are extra premiums for these extensions.

#### 3.16.1 Car hire

Following an insured event we cover, we will arrange a hire car or light delivery vehicle.

Cover options available

1. 30 days car hire
2. 45 days car hire

This extension is not available for third party cover only.

The hire will start from any one of these three dates, whichever applies:

1. The date from which the vehicle could not be driven;
2. The date from which the vehicle was handed to an authorised repairer for repair;
3. The date that the theft of the vehicle was reported to us. The hire will end at the earliest of these three dates:
  1. The date the vehicle repairs are complete;
  2. The date we pay you for the total loss of the vehicle;
  3. The date on which the period of hire cover shown on the schedule ends. What we pay for:
    1. You will receive the hire car for an unlimited distance but we do not pay for your petrol, diesel or for oil and water.

You must comply with the terms and conditions of the hire agreement with the hire car company, including paying for any deposits and excess that apply.

It is your responsibility to make sure you understand the terms and conditions of the hire contract.

### **3.16.2 Vehicle accessories**

We pay for theft or accidental loss of, or damage to, post-manufacturer accessories that are specified on the schedule. Post-manufacturer accessories are items that are not standard accessories of the vehicle, but are fitted after the vehicle was manufactured.

Examples of post-manufacturer accessories may include, but not limited to, tow bars, roll bars, bull bars, non-standard mag wheels, roof racks, leather seats, bluetooth and audio accessories.

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

We pay up to the maximum amount of cover for the costs of replacement or repair of these post-manufactured accessories. The specified items must be listed and shown on the schedule individually.

This extension is not available for third party cover only. You are responsible for the excess.

### **3.16.3 Credit shortfall**

This cover for credit shortfall can only apply if you have bought comprehensive cover, and if you have told us the amount of the cover you need (balance difference between maximum amount of cover and outstanding balance on your finance agreement).

We pay up to the maximum amount of cover for credit shortfall after the total loss of your vehicle.

Credit shortfall is the amount that you owe to a credit provider at the date of total loss of the vehicle less the value of the vehicle. The value could be either the retail value or agreed value as shown on the schedule.

If you claim for credit shortfall, you must give us all the proof we ask for. This includes a copy of the lease or finance agreement, and a statement by the credit provider of the amount outstanding at the date of loss or damage.

What we do not cover for credit shortfall We do not pay for:

1. Any payments that you owe to the credit provider that are in arrears, including interest;
2. Any early settlement penalties you must pay the credit provider;
3. Any amounts other than credit that you owe to the credit provider, including extra finance charges;
4. Any extra amounts that you have paid in to reduce your credit and are, therefore, standing to your credit in the credit provider' accounts;
5. Any installments (other than the final residual amount after the initial payment) under the lease or finance agreement that differ by more than 10% from the standard instalment;
6. The credit shortfall, if it is because of an extra advance of credit or refinancing on the motor vehicle;

If the lease or finance agreement has an amount you must still pay at the end of the agreement (called a residual payment), then the most we pay is the amount that the credit shortfall would have been if there was no extra amount to pay. We calculate this amount in the month in which the claim is finalised.

#### **3.16.4 Additional locks and keys**

We pay up to the maximum amount of cover for costs you incur after loss of, or damage to locks and keys for the vehicle (including card keys and remote-control devices, and the cost of reprogramming).

This cover applies if there is reasonable belief or proof that an unauthorised person may be in possession of a duplicate key or remote.

This cover is in addition to the maximum amount of cover you have under the automatic extension of locks and keys.

This extension is not available for third party cover only.

#### **3.16.5 Excess waiver**

You can choose to pay an extra premium so that you do not have to pay the basic vehicle excess shown on the schedule. Only the basic excess on your vehicle will be waived at the time of a claim. You will still be responsible to pay for all other excesses which might apply.

We have the right to refuse or restrict access to this cover.

This extension is not available for third party, fire and theft and third party only cover.

#### **3.16.6 Voluntary excess**

You can choose to pay a portion of your claim at the time of the loss or damage, so that you can enjoy a reduction in your premium. You will be treated as your own insurer for up to the amount of voluntary excess. You will still be responsible to pay for all other excesses which might apply if they are over and above your voluntary excess amount.

We have the right to refuse or restrict access to this cover. This extension is not available for third party cover only.

#### **3.16.7 Additional wreckage removal**

You only have this cover if you bought it. This cover is in addition to the maximum amount of cover you have under the automatic extension of wreckage removal.

We pay for the cost of towing, recovering, protecting and removing debris and wreckage of the vehicle to the nearest repairer after a covered event. We pay the following after you have used up the cover given under the automatic extension as an addition:

1. The full cost if you have received our consent to remove the wreckage and debris beforehand.

This extension is not available for third party cover only.

#### **3.16.8 Additional third party liability (legal responsibility)**

You can choose to buy additional cover for third party liability if you require more cover than given under the automatic extensions cover of the vehicle. This cover includes costs and expenses for which you are legally responsible to a third party if the liability relates to the vehicle.

#### **3.16.9 Loss of use (applicable to comprehensive cover only)**

In the event of the loss of use of a private type, light delivery or executive vehicle stated in the schedule through or as a result of any insured peril insured in this section, which would constitute a claim under this section, the company shall on receipt of proof of an account issued by the supplier or lessor indemnify the insured for the cost of hiring a private type, light delivery or executive vehicle. The company will indemnify the insured as per the limit and days stated on the schedule.

**Specific conditions**

- a. Cover will only commence after the duly completed claim form in respect of the loss or damage has been received by the company.



# Section I: Personal legal responsibility cover

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## 1. Definitions and explanations specific to this section

The following definitions apply to personal legal responsibility cover only. You must also read the general definitions on pages 3 to 4.

Property means any property that can be seen and touched. For the purpose of this section the territory means anywhere in the world including transit by land, sea or air. It specifically excludes intellectual property.

Home means the address of buildings shown on the schedule for the household contents cover.

You or your in this section only means the people named on the schedule and include the insured's spouse, the insured's immediate family who live with the insured and the dependants that the insured is legally responsible for.

Occurrence means one incidence or series of incidences arising out of one event.

## 2. Events and items we cover

We pay all amounts that you become legally responsible to pay for the following events that might occur anywhere in the world during the period of cover:

- 2.1 Accidental death, bodily injury or illness of another person.
- 2.2 Accidental loss of or damage to property belonging to another person.

## 3. Events and items not covered

These exclusions are in addition to the general events and items not covered on pages 12 to 16 of this policy.

We do not pay any liability claim for:

- 3.1 Your death, bodily injury or illness;
- 3.2 Your employees other than your domestic workers in the course of their employment;
- 3.3 Your trustees, beneficiaries, directors, members of their families who live with them (if you are a trust or close corporation);
- 3.4 Loss of or damage to property owned by or under the control of any people mentioned in 1, 2 and 3 above;
- 3.5 Loss of, or damage to, your property or property in your custody or control;
- 3.6 Loss of, or damage to, your employee's property while the property is at your home;
- 3.7 Death, bodily injury or illness arising directly or indirectly from any animals other than your pet dogs and pet cats;
- 3.8 Responsibility arising out of your ownership, possession or occupation of buildings or land other than buildings that are covered under this policy;
- 3.9 Responsibility arising directly, or indirectly, from the ownership, possession, control or use of any vehicle, watercraft or aircraft other than surfboards, paddle skis, and models of vehicles, watercraft or aircraft;
- 3.10 Accidental loss or damage to property you or another person in your employment borrows, rents, owns, keep in trust, or has control or custody of moveable, or immoveable property;
- 3.11 Responsibility arising directly or indirectly out of the purchase, sale, barter or exchange of property or your failure to comply with any obligations in relation to the transaction;
- 3.12 Responsibility arising out of seepage, pollution or contamination of any type;
- 3.13 The cost of cleaning, removing, reversing the effect of damage, or reinstating property lost or damaged by seepage, pollution or contamination;

- 3.14 the costs of or relating to any judgement, award, payment or settlement made in the United States of America or Canada or any country that operates under the laws of those countries, even if the cost is ratified (formally approved) by a court in another country, unless the judgement, award, payment or settlement is enforced in a competent court in South Africa;
- 3.15 any punitive damages or any fines, penalties or exemplary damages anywhere in the world, including South Africa;
- 3.16 loss or damage to property that is also covered under any other insurance policy;
- 3.17 responsibility arising out of your dishonest, fraudulent or malicious acts of physical assault;
- 3.18 loss or damage arising out of your reckless disregard of the possible consequences of your acts or failures to act.

#### **4. Conditions specific to your personal legal responsibility cover**

There are no extra conditions but you must make sure you comply with the general terms and conditions on pages 5 to 14 of this policy.

#### **5. Automatic extensions to personal legal responsibility cover**

You automatically receive cover for these events and items.

We pay up to the maximum amount of cover for all amounts that you become legally responsible to pay for any of the following events occurring during the period of cover anywhere in the world.

##### **5.1 Contracts with security companies**

We pay for the costs you are legally responsible for, arising out of a written contract with any registered security company or armed response services to protect your property. The event must have taken place at the home you live in (as shown in the household contents or buildings (home) section) or be as a result of an incident that started at the home. The security contract must be dated before the events that result in a claim against you.

We pay for all costs you are legally responsible for, including legal costs of the other person, and costs you incur to defend or settle the claim, if we agree to it in writing.

##### **5.2 Wrongful arrest**

We pay for the costs you are legally responsible for if you wrongfully arrest someone when you perform your duties as a member of a neighbourhood watch group or of a similar voluntary non-profit organisation. This includes the costs you are legally responsible for from an assault during the arrest or search linked to the arrest. We will only pay if the wrongful arrest takes place during the period of cover.

We pay for all costs you are legally responsible for including legal costs of the other person and costs you incur to defend or settle the claim, if we agree to in writing.

##### **5.3 Identity fraud**

We pay for the costs you are legally responsible for if someone unlawfully uses your personal identity without your written consent to obtain any cash or credit cards or bank or credit accounts in your name. We pay only if your personal identity details were unlawfully obtained and the transaction takes place during the period of cover.

We do not pay for:

- a. Losses that result from your business pursuits;
- b. Losses caused by a member of your family or household;
- c. Any legal or other expenses you incur to resolve the identity fraud;
- d. Any loss that is reported to us after 12 months after the end date of this section.

##### **5.4 Homeowners' liability**

We pay for the costs of the damages that you as the owner of your home, become legally responsible to pay for any:

- a. Accidental bodily injury or illness of another person during the period of cover;

- b. Accidental death of another person during the period of cover;
- c. Accidental loss of, or damage to property that belongs to another person during the period of cover.

We do not pay for legal responsibility (liability) arising out of or related to the insured's business or occupation.

### **5.5 Tenants' liability**

We pay for the costs you are legally responsible for caused by loss of or damage to, the building or home including fixtures and fittings that you need to pay as a tenant of a private home to the owner of the building:

- a. Fire and explosion;
- b. Storm, wind, water, flood, hail, snow;
- c. Theft and attempted theft;
- d. Collision by vehicles or animals;
- e. Loss or damage to locks, keys and remote control units;
- f. Accidental damage, or breakage of fixed sanitaryware, mirrors and fixed glass, but not chipping, scratching or any other disfiguration;
- g. Accidental damage to sewerage, electricity, water, gas or telephone supply connections between the home and the main supply;
- h. Accidental death, bodily injury or illness of any other person in the period of cover;
- i. Accidental loss of or damage to property belonging to another person in the period of cover.

We do not pay for damage caused by subsidence and landslip. However, we do pay for loss or damage caused by flowing surface water removing land that supports the building, by flowing surface water.

We do not pay for legal responsibility (liability) arising out of, or related to the insured's business or occupation.

### **5.6 Domestic employees' liability**

We pay for the costs you are legally responsible for from accidental death or bodily injury to your domestic employee, when they are employed by you.

We do not pay if it is linked to any criminal action against you out of an alleged contravention of the Occupational Health and Safety Act No 85 of 1993 (OHSA No 85 of 1993).

We do not pay for legal responsibility (liability) arising out of, or related to the insured's occupation or business.

## **6. Optional extension to personal legal responsibility cover**

You only have this cover if you bought it. If you bought it, it will be shown on the schedule. There are extra premiums for these extensions.

### **6.1 Business from home**

If you conduct a business from your home, we pay for legal responsibility directly or indirectly related to your business or profession.

#### **6.1.1 Conditions for this cover**

The business or profession must be conducted at your home and you use the home mainly for residential purposes.

Your business must either:

- a. Comprise offices, consulting rooms or home industry; or
- b. Employ no more than two people in the business and the chance of loss or damage to the contents or property is not increased by carrying on the business from home.

The business must not be a bed and breakfast or any accommodation for reward.

### **6.1.2 Events and items not covered**

We do not pay for your legal responsibility arising directly or indirectly from:

- 6.1.2.1 Any defect in any property on which you are or have been working on if the damage results from that work;
- 6.1.2.2 Any advice or treatment given or administered by you or under your direction;
- 6.1.2.3 Goods or products you sell or supply, including containers, labels and instructions
- 6.1.2.4 Any contract for the performance of work;
- 6.1.2.5 Any activities directly related to any educational activity for an educational concern;
- 6.1.2.6 Any activities directly related to the care of children (such as child care, nursery school, after school care);
- 6.1.2.7 Any event which could result in a claim under this section of the policy that you have not reported to us.

## **7. How we pay**

We pay up to the maximum amount of cover shown on the schedule. The maximum amount of cover includes all costs and expenses:

- 7.1 That you are legally responsible for and have incurred with our written consent; and
- 7.2 That you are legally responsible to pay as legal costs of the other person; and
- 7.3 That can be recovered from you for any one event, or any series of events, resulting from the same event. This means that if there are multiple claimants, we will not pay more than the maximum amount of cover for all claims combined.

## Section J: Extended personal legal responsibility cover

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Extended personal legal responsibility is top-up cover to cover you already have for personal legal responsibility, whether under this policy or any other policy you have. This cover is automatically included. We pay up to the maximum amount of cover shown on the schedule.

### 1. Definitions and explanations specific to this section

The following definitions apply to extended personal legal responsibility cover only. You must also read the general definitions on pages 3 to 4 and the definitions for personal legal responsibility cover.

Property means any property that can be seen and touched anywhere in the world but specifically excludes intellectual property.

Underlying cover means an active insurance policy that you own that gives you cover for legal responsibility. This can be with either:

1. A South African insurer covering one or more of your liabilities for:
  - Personal;
  - Homeowners;
  - Tenants;
  - Motor;
  - Watercraft.
2. An insurer anywhere in the world covering motor, watercraft or homeowners' liabilities, where you have had to buy local legal responsibility cover.

### 2. Events and items we cover

We pay all amounts you are legally responsible to pay for the following loss or damage that happens anywhere in the world during the period of cover under this policy:

- 2.1 Accidental death or bodily injury or illness of any person;
- 2.2 Accidental loss or damage to property.

We only pay if:

- 2.3 You cannot obtain cover for this personal legal responsibility under the underlying cover;
- 2.4 The underlying cover specifically excludes this personal legal responsibility;
- 2.5 The amount of your legal responsibility is more than the limit of liability of the underlying cover and the insurer of the underlying cover has paid or admitted responsibility, or has been held responsible to pay the limit of liability. The limit of liability is treated as being at least R2,500,000 for the purposes of this section. This means we pay for the portion of the claim that is over R2,500,000.

### 3. Events and items not covered

These exclusions are in addition to the general events and items not covered on pages 12 to 16 of this policy.

We do not pay for the following events and items:

#### 3.1 Death or bodily injury

We do not pay for death, bodily injury or illness:

- 3.1.1 To you or any member of your family;
- 3.1.2 Arising directly, or indirectly, from any animals other than your pet dogs and cats.

#### 3.2 Industrial disease of employees

We do not pay for any industrial disease of any employees arising out of their employment with you.

### 3.3 Loss or damage to property

We do not pay for loss or damage to property:

- 3.3.1 Belonging to you, your family or your employees;
- 3.3.2 In your custody or control, other than accidental damage caused by a covered event specified on the household contents section, including damage to fixed sanitary ware or fixed glass and water, gas, sewerage, electricity or telephone connections to residential buildings or outbuildings you have the right to be renting.

### 3.4 Legal responsibility

We do not pay for legal responsibility arising directly or indirectly from:

- 3.4.1 Your business or profession or employment, including selling goods or providing services for a fee, reward or any other compensation.
- 3.4.2 You hiring out all or part of any property, (except for residential property in South Africa) for a fee, reward or any other compensation.
- 3.4.3 You owning, or using, any aircraft other than model aircraft and hang gliders.
- 3.4.4 You letting, or hiring out all or part of any property for a fee, reward or any other compensation unless the buildings are covered under this policy.
- 3.4.5 The purchase, sale, barter or exchange of property.
- 3.4.6 Seepage, pollution or contamination.
- 3.4.7 HIV or AIDS.
- 3.4.8 Any law that controls the use of a motor vehicle, if by law, you must have cover for legal responsibility or if the state or other governmental body has accepted legal responsibility. This applies whether or not you bought the cover.
- 3.4.9 Any claim for watercraft responsibility if the legal responsibility is covered under underlying cover except:
  - if the legal responsibility arises outside the areas that apply to the underlying cover; or
  - if the overall length of the watercraft is more than 6.7 metres.
- 3.4.10 Any liquidated damages clauses, penalty clauses or performance warranties except if the claimant can prove that you would have had legal responsibility even without those clauses or warranties. Liquidated damages are damages that are certain, either because they have been agreed in writing, or decided by a judgement.
- 3.4.11 The costs of or relating to any judgement, award, payment or settlement made in the United States of America or Canada or any country that operates under the laws of those countries, even if the cost is ratified (formally approved) by a court in another country, unless the judgement, award, payment or settlement is enforced in a competent court in South Africa;
- 3.4.12 Any punitive damages or any fines, penalties or exemplary damages anywhere in the world including South Africa.
- 3.4.13 Loss or damage to property that is also covered under any other insurance policy.
- 3.4.14 Your dishonest, fraudulent or malicious acts of seduction or physical assault.
- 3.4.15 Your reckless disregard of the possible consequences of your acts or failures to act.
- 3.4.16 Any debt.
- 3.4.17 The cost of cleaning, removing, reversing the effect of damage, or reinstating property lost or damaged by seepage, pollution or contamination.
- 3.4.18 Any claim for an event between you and a person named on your policy, even if that person has since been removed from your policy.

- 3.4.19 Any claim for motor legal responsibility unless such motor legal responsibility is covered or can be covered by any of the underlying insurance's, other than a claim excluded solely by reason of any territorial restrictions.
- 3.4.20 Any claim arising from your failure to pay maintenance or alimony or any amounts following a breach of promise.
- 3.4.21 Damage to any self-propelled vehicle, trailer, caravan, watercraft or aircraft that is in the insured's care, custody or control.

#### **4. Conditions specific to your extended personal legal responsibility cover**

These conditions are in addition to the general terms and conditions on pages 5 to 16 of this policy.

##### **4.1 You must have insurance for personal legal responsibility**

At the time of a covered event, you must have underlying cover that substantially provides cover for the events we cover under this section. You must have complied with all the conditions of the underlying cover.

For any event not covered by underlying cover, we alone have the right to decide how to conduct proceedings and pay claims.

##### **4.2 The insurers must not admit legal responsibility**

After a covered event, you must take all reasonable steps to make sure the underlying insurers, without our written consent:

- 4.2.1 Do not admit fault.
- 4.2.2 Do not admit responsibility.
- 4.2.3 Do not offer to settle or pay a third party's claim against you.
- 4.2.4 Do not make any promises to anyone else relating to the event.

##### **4.3 The insurers must cooperate with us**

You must take all reasonable steps to ensure that the underlying insurers co-operate with us in any defence or settlement proceedings of a claim. The costs incurred in conducting defence or settlement proceedings, as well as any amounts we can recover from the claimant will be shared between us and the underlying insurer according to the cover under the respective policies.

The clauses relating to Cover property for replacement value (average) (see page 11) and We do not pay for the same loss or damage under more than one section (see page 9) do not apply to extended personal legal responsibility cover.

#### **5. How we pay**

We pay the portion of the claim that is more than the payment that the insurer of the underlying cover must make, or has made from your underlying cover or R2,500,000, whichever is the greater.

For ease of reference, we have repeated the definition of limit of legal liability here.

Limit of legal liability is the maximum amount of cover for personal legal responsibility given in the underlying cover. Where the limit of legal liability is less than R2,5 million, we treat it as if it were R2,5 million for the purposes of this section.

##### **5.1 Formulas for payment**

###### **5.1.1 If the claim is for more than the maximum amount of cover**

The maximum amount of cover less the greater of the following two amounts:

- a. The actual amount the underlying insurer must pay or has paid;
- b. The limit of liability.

**For example:**

The maximum amount of cover is R5 million. The claim is for R6 million. You have underlying insurance for R1 million and the underlying insurers pay this amount. Applying the formula referred to above, we pay:

R5 million less R2,5 million = R2,5 million. (This is because we treat the limit of liability as R2,5 million).

We deduct the excess from any amounts we pay.

**5.1.2 If the claim is for less than the maximum amount of cover**

The claim amount less the greater of the following two amounts:

- a. The actual amount the underlying insurer must pay or has paid;
- b. The limit of liability.

**For example:**

The maximum amount of cover is R5 million. The claim is for R4 million. You have underlying insurance for R3 million and the underlying insurers pay this amount. Applying the formula referred to above, we pay:

R4 million less R3 million = R1 million.

We deduct the excess from any amounts we pay.

**5.2 We pay up to the maximum amount of cover shown on the schedule. The maximum amount of cover includes all costs and expenses:**

- 5.2.1 That you are legally responsible for and have incurred with our written consent; and
- 5.2.2 That you are legally responsible to pay as legal costs of the other person; and
- 5.2.3 That can be recovered from you for any one event, or any series of events resulting from the same event. This means that if there are multiple claimants, we will not pay more than the maximum amount of cover for all claims combined.



## Section K: Personal accident cover

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### 1. Definitions and explanations specific to this section

The following definitions apply to personal accident cover only. You must also read the general definitions on pages 3 to 4.

You means people under 75 years old, who are named on the schedule.

We will only allow you to buy cover for you, your spouse, your children, both parents of yours and your spouse, and your full-time domestic employee.

Accident means an unplanned and unfortunate event caused by external, visible and violent means that might result in injury, disability or death within 24 calendar months. The accident must have happened directly and independently of all other causes or physical handicaps or weaknesses that exist at the time of the accident.

NOTE: This definition of accident is different from other sections of the policy. You must apply this definition to this section.

Injury means bodily injury caused by accidental, violent, external and visible means resulting from an accident, including exposure to the elements, starvation or thirst.

Hospital means any licenced medical institution which meets the following criteria:

- It has full time facilities for overnight patients.
- It has facilities for surgery, medical diagnosis and treating injured and sick people.
- It is run by medical practitioner(s).
- It provides 24-hour nursing supervised by state registered nurses.
- It is not a medical institution specialised in training and education, a nursing or convalescent home, a hospice or place for the terminally ill, a residential care home or a rehabilitation facility for drug or alcohol addictions.

Immediate medical treatment means a medical practitioner's treatment, consultations and prescribed medication in respect of treatment commencing within 24 hours of the time and date of the injury.

### 2. Events we cover

You only have this cover if you bought it. If you bought it, it will be shown on the schedule. There are extra premiums for this cover.

- 2.1 Death;
- 2.2 Permanent total disablement;
- 2.3 Temporary total disablement;
- 2.4 Medical emergency treatment costs;

Death means accidental loss of life caused directly by bodily injury from an accident; it includes disappearance, and after a year, if there is satisfactory evidence that you have died because of an accident that is covered.

We pay the maximum amount of cover as shown in the schedule.

With disappearance, we have to receive a copy of the court order for presumption of death.

If it is later found that you have not died and are alive, any amount we have paid must be refunded to us.

Permanent total disablement means an injury that results in your total inability to do work of any kind, and that is likely to last for the rest of your life. It is the loss of use, or loss of limbs or senses (but not smell or taste).

We pay a percentage of the maximum amount of cover shown in the schedule in line with the percentages shown in the table of benefits below.

Temporary total disablement means the total inability to work in your usual occupation or to continue doing the work you have been trained for. The inability to work must result directly from an accident that leads to a bodily injury that is temporary.

We pay the maximum amount of cover per week and number of weeks as shown in the schedule for the disability, but only up to a maximum of 104 weeks. The temporary disability must last for seven consecutive days or more.

Temporary total disablement does not apply to casual or contract workers, children and any person aged 65 years and older.

Medical emergency treatment costs/expenses means all reasonable and unexpected costs incurred by you for injury that requires immediate medical treatment at a hospital because of an accident. You must be admitted to a hospital for medical treatment for injury that, in a medical practitioner's opinion, is an emergency and requires hospital admission.

Medical practitioner means a person other than you or your close relative, who is qualified by degree in Western medicine and legally authorised in the geographical area of his/her practice to render medical and surgical services.

We pay up to the maximum amount of cover as shown in the schedule.

We only pay if the costs cannot be recovered from any other source, including medical aid.

### **3. Events not covered**

These exclusions are in addition to the general events and items not covered on pages 12 to 16 of this policy.

We do not pay for death, injury, temporary loss of income, permanent total disablement or medical emergency treatment costs because of:

- 3.1 Intentional self-injury and exposure to danger or suicide or attempted suicide.
- 3.2 If you are older than 75 years at the time of the accident, unless agreed to in writing by us and shown in the schedule.
- 3.3 Any medical condition, sickness or disease that existed before cover started, including insanity or stress-related conditions.
- 3.4 Any medical condition made worse by pregnancy, childbirth, miscarriage, obstetrical procedures or related procedures.
- 3.5 You being under the influence of alcohol or drugs that are not prescribed by a registered medical practitioner and taken according to the prescription. You may not be the prescribing doctor.
- 3.6 Intentional misconduct where you wilfully break any law, provoke an assault or disturb the peace.
- 3.7 Service or training in any police force, military, paramilitary, militia, naval or air service of any country or organisation.
- 3.8 Your occupation or participation in underground mining, potholing, tunnelling or related activities.
- 3.9 Your occupation or participation in making armaments or explosives, or in refining petroleum products.
- 3.10 You flying or travelling by air, including if you are a member of the aircraft crew, or flying for the purpose of any trade, or technical operation connected with the aircraft. This does not apply if you are a passenger in any aircraft that is fully licenced to carry passengers and is piloted by a licensed pilot.
- 3.11 You taking part in:
  - 3.11.1 Speed, endurance events or racing in or on a motorised vehicle or craft.
  - 3.11.2 Sport of any kind as a professional or for which remuneration (such as sponsorships or payment of fees) is received including rugby, cricket, cycling, football and big game hunting.

- 3.11.3 Any sport or hobby involving exceptional risk of accident including polo, steeplechasing, winter sports (involving snow or ice such as skiing and snowboarding) scuba diving and spear fishing.
- 3.11.4 Wrestling, boxing or martial arts.
- 3.11.5 Extreme sports, hobbies or activities including parachuting, bungee jumping, skydiving, bridge or base jumping, free climbing, mountaineering where ropes are used or you are accompanied by a guide, hang gliding or paragliding.
- 3.11.6 Motorcycling, off-road or quad-biking (whether as a driver or passenger).
- 3.11.7 Service as a crewman on ships or offshore drilling rigs.
- 3.11.8 Any riot, civil commotion or act of terrorism.

#### **4. Conditions specific to your personal accident cover**

These conditions are in addition to the general terms and conditions on pages 5 to 14 of this policy.

- 4.1 After an accident that leads to an event we cover, you must visit a registered medical practitioner. You must undergo any treatment the practitioner considers necessary within a reasonable time. If you do not follow this condition, we may refuse to pay you for any consequences due to your failure to follow the advice and treatment.
- 4.2 For death claims, we may ask for a post mortem. We will pay for the post mortem.
- 4.3 You must go for medical examinations relating to your injury, as often as necessary when we ask for it. We will pay for these examinations.
- 4.4 The death, or permanent total disablement, must take place within 24 calendar months of the accident that caused the injury.
- 4.5 If you are presumed dead and later found to be alive, the person who we pay a claim to, must refund the payment.

#### **5. Automatic extensions to basic cover for personal accident**

You automatically receive this extended cover for up to the maximum amount of cover shown in the schedule for each of these extensions.

##### **5.1 Bereavement expenses**

If you die from an accident, we pay your beneficiary or your estate for bereavement expenses up to the maximum amount of cover shown in the schedule.

Bereavement means the period of mourning after the death of a loved one.

##### **5.2 Repatriation costs**

If you die from an accident while you are outside South Africa, we pay your beneficiary or your estate for the reasonable costs up to the maximum amount of cover shown in the schedule to return your body to South Africa. We will only pay if your death resulted from an accident that we cover. We will only pay if the costs cannot be recovered from any other source.

##### **5.3 Life-support machinery**

We will pay up to the maximum amount of cover for the cost of life-support machinery and equipment following an accident.

You are not covered for death under this section if your life is extended solely because of life-support machinery by more than one month after the 24-month limit for death claims.

We pay this only if the costs cannot be recovered from any other source, for example medical aid.

##### **5.4 Mobility alterations**

We will pay up to the maximum amount of cover shown in the schedule for a wheelchair and alterations to your motor vehicle after permanent disability due to an accident we cover.

We pay this only if the costs cannot be recovered from any other source, for example medical aid.

## 5.5 Emergency transportation/rescue

We will pay your cost and expenses for emergency transportation, freeing or rescuing or bringing you to a place of safety following your bodily injury up to the amount of cover shown in the schedule.

## 6. Table of benefits

Table of benefits		
Description of injury		Percentage of compensation
<b>Death</b>		100%
<b>Permanent disability</b>		
Loss by physical separation at or above the wrist or ankle of one or more limbs		100%
Senses (ears, hearing, eyes, eyesight and speech)	The complete and irrecoverable loss of sight in one or both eyes	100%
	sight, except perception of light	75%
	lens of eye	75%
	speech	100%
Total paralysis or permanent bedridden		100%
Loss of both hands or feet or one hand and one foot		100%
Any other injury causing permanent disability		100%
Loss of four fingers		70%
Loss of thumb	both phalanxes	25%
	one phalanx	10%
Loss of index finger	three phalanxes	10%
	two phalanxes	8%
	one phalanx	4%
Loss of middle finger	three phalanxes	6%
	two phalanxes	4%
	one phalanx	2%
Loss of ring finger	three phalanxes	6%
	two phalanxes	4%
	one phalanx	2%
Loss of little finger	three phalanxes	4%
	two phalanxes	3%
	one phalanx	2%
Loss of metacarpals	first or second (additional)	3%
	third, fourth or fifth (additional)	2%

<b>Table of benefits</b>		
<b>Description of injury</b>		<b>Percentage of compensation</b>
Loss of toes	all	30%
	great – both phalanxes	15%
	one phalanx	2%
	other than great – each toe lost	1%
Loss of hearing	both ears	80%
	one ear	25%
Burns	Permanent disfigurement from burns to 100% surface area of the neck and face, or both	Maximum of 60% depending on the percentage of the surface area that was disfigured
	Permanent disfigurement from burns to 100% surface area of the body other than the neck or face	Maximum of 30% depending on the percentage of the surface area that was disfigured
	If the percentage disfigurement for burns is less than 100% of the surface area we apply a percentage to the compensation that is consistent with the actual disfigurement you suffer	
	We do not pay if the disfigurement is less than 10% of the surface area described above	
	Permanent total loss of use of a part of the body will be treated as loss of that part	
Permanent total loss of use of a body part shall be treated as loss of such part		
Where the injury is not specified, we will adopt a percentage of disability which in its opinion is not inconsistent with the above benefits. We might follow the advice of our medical advisors in making the assessment.		

## 7. How we pay

We will pay up to the maximum amount of cover shown on the schedule in line with the table of benefits above.

We pay you, your beneficiary or your estate.

- 7.1 For injury to you we will pay the percentage of compensation shown on the table of benefits.
- 7.2 For a death claim for a person under 15, we pay only up to the amount allowed by law.
- 7.3 We will not pay more than the death or permanent total disablement amount of cover (whichever is the higher) plus any temporary total disablement and medical emergency treatment costs benefit.
- 7.4 We only pay you for either death or permanent total disablement caused by the same accident.
- 7.5 We only pay for permanent total disablement or temporary total disablement caused by the same accident. We do not pay for both.

- 7.6 We only pay you up to the maximum amount of cover for permanent total disablement caused by one accident. The total we pay for any one accident will not be more than 100% of the maximum amount.
- 7.7 If your death is from the same accident that caused a permanent total disablement we paid you for, we will deduct the payment for permanent total disablement from the amount we pay for death.
- 7.8 If your permanent total disablement is from the same accident that caused a temporary total disablement we paid you for, we will deduct the payment for temporary total disablement from the amount we pay for permanent total disablement.

## Section L: Motor personal accident cover

### 1. Definitions and explanations specific to this section

The following definitions apply to motor personal accident cover only. You must also read the general definitions on pages 3 to 4.

You means people under 75 years old who are named on the schedule, including driver and passenger if in line with the type of cover you bought.

Hospital means any licenced medical institution which meets the following criteria:

- It has full time facilities for overnight patients.
- It has facilities for surgery, medical diagnosis and treating injured and sick people.
- It is run by medical practitioner(s).
- It provides 24-hour nursing supervised by state registered nurses.
- It is not a medical institution specialised in training and education, a nursing or convalescent home, a hospice or place for the terminally ill, a residential care home, or a rehabilitation facility for drug or alcohol addictions.

Immediate medical treatment means a medical practitioner's treatment, consultations and prescribed medication in respect of treatment commencing within 24 hours of the time and date of the injury.

### 2. Types of cover

You can choose from three types of cover. Each type of cover has a set unit which gives you a standard limit of cover:

- 2.1 Any driver means any person under the age of 75 years driving or in control of the vehicle shown on the schedule.
- 2.2 Any driver and passenger means any person under the age of 75 years driving or transported in the vehicle shown on the schedule. The number of passengers is limited to the legal seating capacity of the motor vehicle but up to a maximum of nine passengers.
- 2.3 Named person means any person shown on the schedule under the age of 75 years.

This cover only applies if the insured person is travelling in the permanently enclosed driver or passenger compartment of a motor vehicle. This cover does not cover for people travelling in or on the back of goods-carrying vehicles, motorcycles or convertible (open roof) vehicles.

Limit for the types of cover of each unit		
Types of cover	1.	Any driver (Rates are per named driver)
	2.	Any passenger and driver (Rates per seating capacity – maximum of 9 passengers)
	3.	Named person/s (Rates are per named driver)
Units	Death and permanent total disablement	Medical emergency treatment costs
1	R250,000	R10,000
2	R500,000	R20,000
3	R750,000	R30,000
4	R1,000,000	R40,000
5	R1,250,000	R50,000
6	R1,500,000	R60,000
7	R1,750,000	R70,000
8	R2,000,000	R80,000

Motor accident means an unplanned and unfortunate event caused by external, visible and violent means that might result in injury or death. The motor accident must have happened directly and independently of all other causes or physical handicaps or weaknesses that exist at the time of the motor accident.

Injury means physical trauma by accidental violent, external and visible means resulting from a motor accident. The motor accident must have happened independently of all other causes or physical handicaps or weaknesses that exist at the time of the motor accident.

### **3. Events we cover**

You only have this cover if you bought it and it is shown on the schedule. There are extra premiums for this cover.

- 3.1 Death;
- 3.2 Permanent total disablement;
- 3.3 Medical emergency treatment costs.

Death means accidental death caused directly by bodily injury of an accident, it includes disappearance and after a year if it can be shown that there is satisfactory evidence that you have died because of an accident that we would have covered.

We pay the maximum amount of cover as shown in the schedule.

With disappearance we have to receive a copy of the court order for presumption of death.

If it is later found that you have not died and are alive, any amount we have paid must be refunded to us.

Permanent total disablement means a bodily injury preventing you entirely from doing work of any kind, and is likely to last for the rest of your life. It is the loss of use or loss of limbs or senses (but not smell or taste).

We pay a percentage of the maximum amount of cover shown in the schedule in line with the percentages shown in the table of benefits below.

Medical emergency treatment costs/expenses means all reasonable and unexpected costs incurred by you for injury that requires immediate medical treatment at a hospital because of an accident. You must be admitted to a hospital for medical treatment for injury that, in a medical practitioner's opinion, is an emergency and requires hospital admission.

Medical practitioner means a person other than you or your close relative, who is qualified by degree in Western medicine and legally authorised in the geographical area of his/her practice to render medical and surgical services.

### **4. Events not covered**

These exclusions are in addition to the general events and items not covered on pages 12 to 16 of this policy.

We do not pay for death, injury, permanent total disablement or medical emergency treatment costs because of:

- 4.1 Intentional self-injury and exposure to danger, or suicide or attempted suicide.
- 4.2 You are older than 75 years at the time of the accident, unless agreed to in writing by us and shown in the schedule.
- 4.3 Any medical condition, sickness or disease that existed before cover started, including insanity or stress-related conditions.
- 4.4 You being under the influence of alcohol or drugs that are not prescribed by a qualified doctor and taken according to the prescription. You may not be the prescribing doctor.
- 4.5 Intentional misconduct where you wilfully break any law, provoke an assault or disturb the peace.



- 4.6 You travelling by air unless as a passenger in any aircraft fully licenced to carry passengers, and you are not acting as a member of the aircraft crew nor flying for the purpose of any trade or technical operation connected with the aircraft.
- 4.7 You taking part in:
  - 4.7.1 Speed, endurance events or racing in or on a motorised vehicle or craft;
  - 4.7.2 Motorcycling, off-road or quad-biking (whether as a driver or passenger);
  - 4.7.3 Any riot, civil commotion or act of terrorism.

## **5. Conditions specific to your motor personal accident cover**

These conditions are in addition to the general terms and conditions on pages 5 to 16 of this policy.

- 5.1 After a motor accident that leads to an event we cover, you must visit a registered medical practitioner. You must undergo any treatment the practitioner considers necessary within a reasonable time. If you do not follow this condition, we may refuse to pay you for any consequences due to your failure to follow the advice and treatment.
- 5.2 For death claims, we may ask for a post mortem. We will pay for the post mortem.
- 5.3 You have to go for medical examinations relating to your injury, as often as necessary when we ask for it. We will pay for these examinations.
- 5.4 The death or permanent total disablement must take place within 24 calendar months of the motor accident.
- 5.5 If you are presumed dead and subsequently found to be alive, the person who we pay a claim to must refund the payment.

## **6. Automatic extensions to basic cover for motor personal accident**

You automatically receive this extended cover for up to the maximum amount of cover shown in the schedule for each of these extensions.

### **6.1 Bereavement expenses**

If you die from an accident, we pay your beneficiary or your estate for bereavement expenses up to the maximum amount of cover shown in the schedule.

Bereavement means the period of mourning after the death of a loved one.

### **6.2 Repatriation costs**

If you die from an accident while you are outside South Africa, we pay your beneficiary or your estate for the reasonable costs up to the maximum amount of cover shown in the schedule to return your body to South Africa. We will only pay if your death resulted from an accident that we cover. We only pay if the costs cannot be recovered from any other source.

### **6.3 Life-support machinery**

We will pay up to the maximum amount of cover for the cost of life-support machinery and equipment following an accident.

You are not covered for death under this section if your life is extended solely because of life-support machinery for more than one month after the 24-month limit for death claims.

We pay this only if the costs cannot be recovered from any other source, for example medical aid.

### **6.4. Emergency transportation/ rescue**

We will pay your cost and expenses for emergency transportation, freeing or rescuing or bringing you to a place of safety following your bodily injury up to the amount of cover shown in the schedule.

## 7. Table of benefits

Description of injury		Percentage of compensation
<b>Death</b>		100%
<b>Permanent disability</b>		
Loss by physical separation at or above the wrist or ankle of one or more limbs		100%
Senses (ears, hearing, eyes, eyesight and speech)	The complete and irrecoverable loss of sight in one or both eyes	100%
	sight, except perception of light	75%
	lens of eye	75%
	speech	100%
Total paralysis or permanently bedridden		100%
Loss of both hands or feet or one hand and one foot		100%
Any other injury causing permanent disability		100%
Loss of four fingers		70%
Loss of thumb	both phalanxes	25%
	one phalanx	10%
Loss of index finger	three phalanxes	10%
	two phalanxes	8%
	one phalanx	4%
Loss of middle finger	three phalanxes	6%
	two phalanxes	4%
	one phalanx	2%
Loss of ring finger	three phalanxes	6%
	two phalanxes	4%
	one phalanx	2%
Loss of little finger	three phalanxes	4%
	two phalanxes	3%
	one phalanx	2%
Loss of metacarpals	first or second (additional)	3%
	third, fourth or fifth (additional)	2%
Loss of toes	all	30%
	great – both phalanxes	15%
	one phalanx	2%
	other than great – each toe lost	1%

Description of injury		Percentage of compensation
Loss of hearing	both ears	80%
	one ear	25%
Description of injury		Percentage of compensation
Burns	Permanent disfigurement from burns to 100% surface area of the neck and face, or both	Maximum of 60% depending on the percentage of the surface area that was disfigured
	Permanent disfigurement from burns to 100% surface area of the body other than the neck or face	Maximum of 30% depending on the percentage of the surface area that was disfigured
	If the percentage disfigurement for burns is less than 100% of the surface area we apply a percentage to the compensation that is consistent with the actual disfigurement you suffer	
	We do not pay if the disfigurement is less than 10% of the surface area described above	
	Permanent total loss of use of a body part will be treated as loss of that part	
Permanent total loss of use of a body part shall be treated as loss of such part		
Where the injury is not specified, we will adopt a percentage of disability which in our opinion is not inconsistent with the above benefits. We might follow the advice of our medical advisors in making the assessment.		

## 8. How we pay

We will pay up to the maximum amount of cover shown on the schedule. There are maximum amounts for individuals as well as maximum amounts where more than one person dies or suffers an injury in the same motor accident.

We pay you, your beneficiary or your estate:

- 8.1 not more than R2,080,000 for any one person and R20,000,000 irrespective of the number of persons injured resulting from an occurrence or series of occurrences arising from one cause.
- 8.2 not more than R10,000 for the death of any person under the age of 6 years.
- 8.3 not more than R30,000 for the death of any person under the age of 14 years.
- 8.4 not more than 50% of the maximum amount of cover if you were not wearing a seat belt.
- 8.5 If you die from the same motor accident that caused a permanent total disablement we paid you for, we will deduct any payments made for permanent total disablement from the amount we pay for death.
- 8.6 For injury to you, the percentage as noted in the table of benefits.
- 8.7 For either death or permanent total disablement caused by the same accident.

8.8 Up to the maximum amount of cover for permanent total disablement caused by one accident. The total we pay for any one accident will not be more than 100% of the maximum amount.

If there are more people in the vehicle than are covered under this section and all suffer injury in the same motor accident, we pay the benefits in proportion to the number of people covered.

**For example:**

John has chosen to cover the driver and three passengers under this section. If the driver and all three passengers are injured, we pay 100% of the benefit. However, if there is an extra passenger, and the driver and all four passengers are injured, we pay 80% of the benefit to each person.

## Section M: Legal costs cover

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### 1. The policy is your contract with us

This is your Legal Plan policy with us. We pay all valid claims if you comply with the terms and conditions of this policy.

This policy is made up of two different sets of information.

- 1.1 This policy and the schedule of benefits, which should be read together as one document; and
- 1.2 Your application form.

If a word is defined in one of the documents, it will have the same meaning in the other documents.

### 2. Definitions and explanations specific to this policy

The following definitions apply to this policy only.

You means the insured that is named on the schedule of the policy, including the insured's spouse, the insured's immediate family who live with the insured and who are financially dependent on the insured, and any dependants that the insured is legally responsible for.

We, us and our means the underwriting managers and Bryte Insurance Company Limited, the underwriters of this policy.

Spouse means a person who is the partner of the insured in any marriage, civil union or customary union recognised by South African law, or who is living with the insured in a relationship that is intended to be permanent. To qualify as a spouse in this policy:

1. You must have registered the person with Bryte Legal Plan;
2. Only one spouse can be registered with Bryte Legal Plan as an insured person;
3. If the person is not married to you, you must have lived together for at least one year.

Children means:

1. Biological children;
2. Adopted children;
3. Foster children if placed in your care by a court order;
4. Step-children.

Family unit means all the people we insure under this policy collectively.

Party-and-party costs are costs incurred in bringing or defending a claim. They refer to only the fees and disbursements necessarily and reasonably incurred by the successful party's attorney.

Start date of cover of this policy means one of the dates below:

1. The first day of the fifth month after you bought this cover; or
2. The first day of the fifth month after you renewed this cover if you had this cover before and it ended for any reason.

However, if you married before the date you bought this cover, the start date of cover of this policy for any matrimonial matters is the first day of the thirteenth month after you bought this cover or renewed this cover (whichever is relevant).

Year of cover means the 12-month period beginning with the start date of cover of this policy and any subsequent 12-month period.

Attorney means a practising attorney, admitted to the High Court of South Africa according to the Attorneys Admission Act, (No 12 of 1960) and includes:

1. A candidate attorney working under the full-time supervision of the attorney;

2. A paralegal working under the full-time supervision of the attorney;
3. Any other qualified professional that we choose to conduct the matter.

Legal costs mean the attorney's fees and the out-of-pocket expenses that the attorney incurs on your behalf, such as advocates' fees, court fees, travel costs, etc.

### **3. The benefit**

#### **3.1 What we will pay**

We pay for the legal costs that you incur up to the amount shown in the schedule of benefits during the period of cover according to the terms and conditions of this policy.

#### **3.2 The amount of cover will not increase**

The amount that we will pay does not increase each year that you have this policy even if an event begins in one year and continues through to the next year. The amount that we will pay is limited to the amount shown in the schedule of benefits.

#### **3.3 We pay out in this order**

3.3.1 The legal costs of the attorney representing you:

3.3.2 The balance (if any) towards the legal costs of a third party on the party-and-party scale.

We pay all amounts direct to the attorney either in settlement of a taxed bill of costs, or in trust for payment to the third party.

In civil or labour matters, we will not pay an amount that is out of proportion to the monetary value of the matter. The amount we pay depends on the type of cover you choose.

#### **3.4 If costs are awarded in your favour**

You must refund us any costs that are awarded in your favour after we have paid a claim. If the amount awarded is less than the amount we have paid, you must refund the amount awarded. If the amount awarded is more than the amount we have paid, you must refund the amount we paid. It is your duty to instruct your attorney to recover these costs.

### **4. Your premiums and excess**

#### **4.1 You must pay the excess**

If you choose to use an attorney that we do not recommend to you and you have a valid claim, you must pay the excess as shown on the schedule towards the legal costs. This is the excess and you must pay it to the attorney at your first consultation.

#### **4.2 You can miss premiums for up to three months after retrenchment or disability**

If this policy has been in force for more than 12 months, and you are retrenched, or become temporarily totally disabled due to an accident, you do not have to pay premiums for up to three months.

You must give us any proof of the retrenchment or disability that we ask you for.

### **5. Your duties**

#### **5.1 You must give relevant, complete and true information**

We will not pay if you do not give us relevant, complete and true information about you and your claim.

Relevant information is information that a reasonable person would consider is important to give to an insurance company when a claim is made.

#### **5.2 You have a duty to minimise or prevent any claim**

You must take all reasonable steps to:

5.2.1 Protect your legal rights from any violation by using solutions that are available to you without using an attorney;

- 5.2.2 Minimise the risk of an infringement of your rights that may lead to a claim;
- 5.2.3 Minimise the legal costs of enforcing your legal rights;
- 5.2.4 Prevent further damages. This is called mitigation of damages;
- 5.2.5 Prevent any event that may lead to a claim from taking place.

## 6. Changes and cancellations

### 6.1 We may cancel or change this policy

We may cancel or change the cover of this policy. We will give you one month's notice of cancellation, or of any changes we make to the cover under this policy. If we give you notice to cancel the policy, the policy ends on the last day of the month for which you paid the premium.

The policy will automatically come to an end if you do not pay the premium when it is due. This automatic cancellation takes effect at midnight on the last day of the month for which you did pay the premium. We will restart the policy if you can show that the non-payment was not your fault.

If the policy is cancelled while you still have a valid claim, the policy will continue for that claim only.

### 6.2 You may upgrade or downgrade your cover at any time

You may upgrade or downgrade the level of your cover at any time. You must give us notice in writing that you choose to upgrade or downgrade your cover.

If you chose to upgrade your cover, your premium will increase. If you choose to downgrade your cover the premium will decrease. Your new cover will start on the first day of the month that you pay the new premium.

## 7. Claiming and disputes

### 7.1 The claim date differs for each type of legal matter

Every legal matter has a claim date. The claim date for each type of matter is given under each type of legal matter in the schedule of benefits.

### 7.2 How to claim

If you have a claim you must call us before you take any other action. Our consultant will help you with your legal matter and explain how to submit your claim if it is a valid claim against the policy.

If you are served with a summons, charge sheet or any other legal document you must call us immediately.

You must give us all the details of the claim in writing on the prescribed form which we will send you. You must tell us if you have any other legal cover that will cover the same legal matter.

You must give us written details for the following claims, together with details about any other insurance that might cover the claims, within the time periods set out below. The time periods start from the date of your first notice of claim to us.

Defendant in contractual actions	48 hours
Defendant in civil actions not based on contract (delictual actions)	48 hours
Defendant in divorce proceedings	48 hours
Accused in criminal actions	48 hours
Claims for any other actions	21 days

For any other type of legal matter, you must give us the written details within 21 days of the date of your first notification to us.

We have the right to negotiate and conclude a reasonable settlement of your legal matter before we confirm that you have a valid claim.

You must have our written consent before you consult an attorney. You must give us or your attorney all of the following:

- All the information about that legal matter;
- Any help we or the attorney may reasonably ask you for;
- All the documents that we or the attorney ask you for or that you believe are relevant to the legal matter.

You may only claim for one legal benefit arising out of an event that leads to a claim.

If we decide that you do not have a valid claim, and you decide to take action against us, you must issue summons against us within six months of us notifying you that your claim is invalid. If we do not receive the summons within six months we will not be legally responsible (liable) to you.

### **7.3 Labour matters must comply with labour law**

All labour matters must follow the procedure set out in the Labour Relations Act 66 of 1995, or the applicable labour laws at the time of the incident.

### **7.4 Disputes between you and us must go to arbitration**

If a dispute arises between you or your attorney, and us, the dispute must be referred to arbitration under the Arbitration Act (No. 42 of 1965). The arbitrator's decision is final and all parties must comply with it.

### **7.5 Disputes between insured people**

Except for matrimonial actions, if we cover both parties to a dispute, we will pay only if the dispute is referred to arbitration under the Arbitration Act (Act No 42 of 1965). The arbitrator's decision is final and all parties must comply with it.

### **7.6 You give authority to obtain police records**

If you are charged with a criminal offence, we need to get proof of any criminal proceedings that were brought against you before this incident. When you proposed for this cover, you gave your authority for us to obtain and for any policing authority to give those records to us. (An example of a policing authority is the South African Police Services.)

### **7.7 Appeal or review proceedings**

We do not pay for appeal or review proceedings unless you have received our written permission to proceed with the appeal or review. We will not grant this permission unless the attorney has given us a written opinion that the proceedings have a reasonable chance of success. The attorney's opinion must be confirmed in writing by an advocate of the High Court of South Africa. The advocate must have been practising as an advocate for at least five years.

### **7.8 You must receive our written permission to accept settlement**

For any matter that includes a costs award either against you or for you, as well as for any matter where each party is responsible for its own legal costs, you must receive our written permission to:

- Accept any settlement;
- Accept or make any payment into court or tender for costs;
- Withdraw any action or defence.

If we give you this written permission, you are responsible for:

- Any costs awarded against you above the party-and-party scale.
- The amount of any party-and-party costs not awarded to you under the settlement.



Party-and-party costs are costs incurred in bringing or defending a claim. They refer to only the fees and disbursements necessarily and reasonably incurred by the successful party's attorney.

We may withhold our written permission until we have received satisfactory security for payment of any amount due to us.

You may refuse an offer of settlement, payment into court, or tender for costs during the proceedings. But if you later accept or you are awarded a lesser amount, then you give up the right to the legal costs you incur from the date of the offer, payment or tender.

This condition applies whether the offer, payment or tender was made with or without prejudice. You should speak to your attorney about the consequences of each of these.

We will not treat a matter as finally settled until the action or defence is formally withdrawn or a settlement agreement is made an order of the court.

## **8. What is not covered**

We do not pay legal costs for any claims arising out of the following:

### **8.1 Your political activity**

We do not pay legal costs for any civil or criminal proceedings arising totally, or partially, from any political activity by, or for you, including your involvement in:

- 8.1.1 Civil commotion, riot, or public disorder, or any act or activity which is calculated to bring about any of the above.
- 8.1.2 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), or civil war.
- 8.1.3 Mutiny, military rising, military or usurped power, martial law or state of siege or any event that leads to declaring or maintaining martial law, or a state of siege.
- 8.1.4 Insurrection, rebellion or revolution.
- 8.1.5 Any act calculated to overthrow or influence any state or government or any provincial, local or tribal authority by means of fear, terrorism or violence.
- 8.1.6 Any act calculated to bring about loss or damage to further a political aim.
- 8.1.7 Any act calculated to bring about any social or economic change.
- 8.1.8 Any act in protest against any state or government or any provincial, local or tribal authority.
- 8.1.9 Any act intended to inspire fear in the public.
- 8.1.10 Any attempt to perform any act referred to in 1 to 9 above.
- 8.1.11 The act of any lawfully established authority in controlling, preventing, or suppressing any of the acts in 1 – 10 above.

If we state that these legal costs are not covered under this policy for these reasons, you will have to prove that they are covered if you wish to proceed with a claim under it.

### **8.2 Immoveable property**

We do not pay legal costs arising from your immoveable property or any interest you may have, or wish to acquire, in immoveable property.

For example, we will not pay for the transfer costs if you buy a house.

### **8.3 Intellectual property**

We do not pay legal costs arising from patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off. Passing off means making a false representation that is likely to encourage or persuade someone to believe that the goods or services are those of another.

#### **8.4 Computer software**

We do not pay legal costs arising from computer software. However, we do pay legal costs arising from operating systems and packaged software that the supplier has not tailored to your own requirements.

#### **8.5 Mining activities**

We do not pay legal costs arising from mining activities.

#### **8.6 Natural disasters**

We do not pay legal costs arising from natural occurrences, disasters or circumstances beyond human control.

#### **8.7 Nuclear or radiation related claims**

We do not pay legal costs arising from damages that you incur arising from exposure to nuclear fuel or waste or radiation.

#### **8.8 Matters with no financial interest**

We do not pay legal costs for any matter that you do not have a financial interest in.

#### **8.9 Matters with no chance of success**

We do not pay legal costs for any matter that does not have a reasonable chance of success.

We do not pay legal costs where you are responsible for anything which, in our or the attorney's reasonable opinion, negatively affects either of the following:

- a. Your chances of success; or
- b. Our position in bringing, defending, appealing or settling proceedings.

#### **8.10 Actions you bring against us**

We do not pay legal costs for an action or claim you bring against us, our wholly owned subsidiaries or our parent company whether arising out of a rejection of a claim under this policy, or for any other reason. However, if you do bring an action or claim against us, we do pay legal costs if the court awards costs against us.

#### **8.11 Matters that fall outside the authority of the South African courts**

We do not pay legal costs for an action by, or against you that the courts of South Africa do not have the authority (known as jurisdiction) to hear, determine or enforce.

#### **8.12 Matters that involve you in a representative capacity**

We do not pay legal costs for an action by or against you in your capacity as representative, agent or trustee of any other person, estate or legal entity.

#### **8.13 Matters where rights or obligations have been transferred**

We do not pay legal costs for an action by or against you related to any cession, suretyship, assignment, novation, delegation or any other contract for the transfer; or abandonment of rights or obligations.

#### **8.14 Matters heard by the small claims court**

We do not pay legal costs for an action you bring that falls within the authority (known as jurisdiction) of the small claims court according to the Small Claims Court Act (Act No 53 of 1979).

#### **8.15 Matters that do not need legal representation**

We do not pay legal costs for a matter that can reasonably be resolved through an administrative body without legal representation.

### **8.16 Actions that are frivolous or vexatious**

We do not pay legal costs for matters that we or the attorney consider are, or have become, any of the following:

- a. Illegal;
- b. Immoral or against public policy;
- c. Trivial or frivolous;
- d. Unreasonable or troublesome or petty (known in law as vexatious);
- e. Unrealistic in that there is no real chance of enforcing a judgement granted. We do not pay legal costs where the court has declared you to be a vexatious litigant.

### **8.17 Claims for compensation**

We do not pay legal costs where you have a claim for compensation against any entity, even though the claim might have been rejected totally or partially by the entity.

### **8.18 Arbitration proceedings**

We do not pay legal costs arising under the Arbitration Act (No 42 of 1965), except if this policy states otherwise. We do cover arbitration or mediation where you have agreed in a contract to the authority of an arbitrator or mediator. In any arbitration or mediation proceedings, the arbitrator or mediator's decision will be treated as final even if the contract provides otherwise. If you want to take the arbitrator or mediator's decision on review, you must cover the legal costs of doing so.

### **8.19 Matters that are covered by other insurance**

We do not pay legal costs that:

- a. You have cover for under any other policy;
- b. You would be entitled to have cover for under any other policy but you did not comply with the terms and conditions of that other policy.

We do not pay, even if the claim has been rejected totally or partially in terms of that other policy.

### **8.20 Where someone else pays for premiums**

We do not pay legal costs where the third party who has brought a claim against you has paid or contributed towards, paying any premiums for this policy.

### **8.21 Proceedings relating to amounts only**

We do not pay legal costs for proceedings when you only claim for an amount of money and there is no decision regarding responsibility.

### **8.22 Criminal proceedings**

We do not pay legal costs for any of the following criminal proceedings:

- 8.22.1 Where you have been declared a habitual criminal;
- 8.22.2 Against you where the complainant has paid or contributed towards paying any premiums for this policy;
- 8.22.3 Against you where you (as the accused) and the complainant are related by blood or by marriage, or where they are members of the same family unit;
- 8.22.4 Against you for which the relevant laws have established an admission of guilt fine;
- 8.22.5 Arising out of driving a motor vehicle where you didn't hold or were disqualified from holding a licence to drive a motor vehicle;
- 8.22.6 Arising out of driving a motor vehicle while you were under the influence of alcohol, or other intoxicating drug, or your blood-alcohol level is over the legal limit;
- 8.22.7 For which you have been found guilty of the same type of offence within three years of the claim date.

### 8.23 Class actions

We do not pay legal costs for a class action in any of these circumstances:

- 8.23.1 You are a plaintiff in the class action;
- 8.23.2 You seek to intervene in a civil action;
- 8.23.3 You act as a friend of the court.

### 8.24 Matters that existed before the cover started

We do not pay legal costs for any matter where you consulted or retained an attorney before the start date of cover of this policy.

We do not pay legal costs for an act, a failure to act or a dispute that happened before the date you bought cover or renewed cover under this policy. We only pay if you did not know, or could not have reasonably known that the act, failure to act or the dispute was likely to lead to legal proceedings.

If we state that these legal costs are not covered under this policy for these reasons, you will have to prove that they are covered if you wish to proceed with a claim under it.

### 8.25 Defamation and other injury to personal dignity

We do not pay legal costs where you bring an action as a plaintiff for damages for defamation.

We do not pay legal costs where you bring an action as a plaintiff for damages for other injury to personal dignity you suffer. We pay for legal costs only if you have suffered financial loss from the injury to personal dignity.

### 8.26 You are related to the attorney

We do not pay legal costs where the attorney you instruct is related to you by blood or by marriage, or is a member of your family unit.

### 8.27 You are related to the other party

We do not pay legal costs where you are the plaintiff or the defendant in an action, by or against, any person related to you by blood or by marriage unless it is a matrimonial matter.

## 9. Schedule of benefits

9.1 Annexure A – Plan A and B	Plan A	Plan B
9.1.1 Maximum amount we will pay for each year of cover	R70,000	R40,000
9.1.2 What we pay for	<b>Limit of benefit</b>	<b>Limit of benefit</b>
<b>a. Preventative law or lawyer's office work (Contribution towards cost for each event leading to a claim)</b>  Advice, review, drafting or preparing Documents. For example, affidavits, certificates, legal notices, powers of attorney or any other legal services that you require. This applies regardless of whether this policy covers or excludes the matter.  Claim date: Any date	R100	R100
<b>b. Wills, trusts and antenuptial contracts</b>  (The maximum amount we will pay for each year of cover for each family unit) <ul style="list-style-type: none"><li>• a will or a testamentary trust</li><li>• an antenuptial contract</li></ul> Claim date: Any date	R1,000	R750

9.1 Annexure A – Plan A and B	Plan A	Plan B
<p><b>c. Other legal matters (miscellaneous)</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <ul style="list-style-type: none"> <li>• application for late registration of birth</li> <li>• application for adoption proceedings</li> <li>• application for change of name</li> <li>• application to restore credit rating</li> <li>• objection to an assessment of a personal Income Tax return in terms of section 81(1) of the Income Tax Act, 1962 or an appeal against the dismissal of an objection in terms of section 83(1) of the Income Tax Act, 1962</li> <li>• the legal services required as a result off proceedings in terms of the Expropriation Act, 1975 (Act No 63 of 1975) as amended</li> <li>• advice, negotiating settlement and representation before any maintenance court hearing</li> </ul> <p>Claim date: Any date</p>	R750	R500
<p><b>d. Contractual actions</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <p>The institution of legal proceedings by you or the defence of legal proceedings brought against you in terms of a written contract. This includes one appeal, one review, or one rescission of a resulting judgement.</p> <p>Claim date: If you are the plaintiff: the date that the breach of contract that results in the claim took place.</p> <p>If you are the defendant: the date that the legal documents were served on you.</p>	R35,000	R20,000
<p><b>e. Delictual civil actions (civil actions not based on contract)</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <p>The institution or defence on your behalf of legal proceedings for a delictual action for damages.</p> <p>This includes one appeal, one review, or one rescission of a resulting judgement.</p> <p>Claim date: If you are the plaintiff: the date that the delict that results in the claim took place.</p> <p>If you are the defendant: the date that the legal documents were served on you.</p>	R35,000	R20,000

9.1 Annexure A – Plan A and B	Plan A	Plan B
<p><b>f. Matrimonial actions</b></p> <p>(This is limited to one claim for every five years of cover for each family unit)</p> <p>Divorce: Obtaining a final decree of divorce.</p> <p>Claim date: Any date after the marriage has broken down irretrievably.</p>	R35,000	R20,000
<p><b>g. Criminal proceedings</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <ul style="list-style-type: none"> <li>• Bringing a bail application for your release when you have been charged with a criminal offence. This includes one appeal or one review of a refusal of a bail application.</li> <li>• Your legal representation or defence when you have been charged with a criminal offence if you plead not guilty to one or more charges. This includes one appeal or one review of any resulting conviction or sentence.</li> <li>• Your legal representation or defence when you have been charged with a criminal offence if you plead guilty to any one or more charges. This includes one appeal or one review of any resulting conviction or sentence.</li> </ul> <p>Claim date: For a bail application: the date that you are arrested.</p> <p>For any other criminal matter: the date that you are charged with the offence.</p>	R35,000	R20,000
<p><b>h. Labour matters</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <p>This applies to all matters that fall under the authority of the Labour Relations Act 66 of 1995.</p> <ul style="list-style-type: none"> <li>• Preparation for and representation during any mediation or arbitration proceedings</li> <li>• The institution of a labour matter by you or the defence of a labour matter against you in the Labour Court</li> </ul> <p>Claim date: The date of the unfair labour practice, the date of the event that leads to an unfair labour practice, or the date that you receive notice that leads to an unfair labour practice.</p>	R35,000	R20,000

9.2 Annexure A – Plan C and D	Plan C	Plan D
9.2.1 Monthly maximum amount we will pay for each year of cover	R20,000	R15,000
9.2.2 What we pay for	<b>Limit of benefit</b>	<b>Limit of benefit</b>
<p><b>a. Preventative law or lawyer's office work</b>            (Contribution towards cost for each incident) Advice, review, drafting or preparing Documents. For example, affidavits, certificates, legal notices, powers of attorney or any other legal services that you require. This applies regardless of whether this policy covers or excludes the matter.            Claim date: Any date</p>	30 minutes of consultation	30 minutes of consultation
<p><b>b. Wills, trusts and antenuptial contracts</b>            (The maximum amount we will pay for each year of cover for each family unit)</p> <ul style="list-style-type: none"> <li>• a will or a testamentary trust</li> <li>• an antenuptial contract</li> </ul> <p>Claim date: Any date</p>	R500	
<p><b>c. Other legal matters (miscellaneous)</b>            (The maximum amount we will pay for each year of cover for each family unit)</p> <ul style="list-style-type: none"> <li>• application for late registration of birth</li> <li>• application for change of name</li> <li>• application to restore credit rating</li> <li>• advice, negotiating settlement and representation before any maintenance court hearing</li> <li>• a will or a testamentary trust</li> <li>• an antenuptial contract</li> </ul> <p>Claim date: Any date</p>	R500	R750
<p><b>d. Contractual actions</b>            (The maximum amount we will pay for each year of cover for each family unit)</p> <p>Instituting or defending legal proceedings by or against you in terms of a written contract. This includes one appeal, one review, or one rescission of a resulting judgement.</p> <p>Claim date: If you are the plaintiff: the date that the breach of contract which results in the claim took place.</p> <p>If you are the defendant: the date that the legal documents were served on you.</p>	R20,000	R10,000

9.2 Annexure A – Plan C and D	Plan C	Plan D
<p><b>e. Delictual civil actions (civil actions not based on contract)</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <p>Instituting or defending of legal proceedings on your behalf for a delictual action for damages. This includes one appeal, one review, or one rescission of a resulting judgement.</p> <p>Claim date: If you are the plaintiff: the date that the delict which results in the claim took place.</p> <p>If you are the defendant: the date that the legal documents were served on you.</p>	R20,000	Not applicable
<p><b>f. Matrimonial actions</b></p> <p>(This is limited to one claim for every five years of cover for each family unit)</p> <p>Divorce: getting a final decree of divorce.</p> <p>Claim date: Any date after the marriage has broken down irretrievably.</p> <p>Waiting period</p> <p>6 months from date of inception of policy</p>	R20,000	R3,000
<p><b>g. Criminal proceedings</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <ul style="list-style-type: none"> <li>• Bringing a bail application for your release when you have been charged with a criminal offence. This includes one appeal or one review of a refusal of a bail application.</li> <li>• Your legal representation or defence when you have been charged with a criminal offence if you plead not guilty to one or more charges. This includes one appeal or one review of any resulting conviction or sentence.</li> <li>• Your legal representation or defence when you have been charged with a criminal offence if you plead guilty to any one or more charges. This includes one appeal or one review of any resulting conviction or sentence.</li> </ul> <p>Claim date: For a bail application: the date that you are arrested.</p> <p>For any other criminal matter: the date that you are charged with the offence.</p>		



9.2 Annexure A – Plan C and D	Plan C	Plan D
<p><b>h. Labour matters</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <p>This limit applies to all matters that fall under the authority of the Labour Relations Act 66 of 1995.</p> <ul style="list-style-type: none"> <li>• Preparation for and representation during any mediation or arbitration proceedings</li> <li>• The institution of a labour matter by you or the defence of a labour matter against you in the Labour Court</li> </ul> <p>Claim date: The date of the unfair labour practice, the date of the event that leads to an unfair labour practice, or the date that you receive notice that leads to an unfair labour practice.</p>	<p>R20,000</p>	<p>R10,000</p>

## Section N: Watercraft cover

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### 1. Definitions and explanations specific to this section

The following definitions apply to watercraft cover only. You must also read the general definitions on pages 3 to 4.

Watercraft means the watercraft shown on the schedule made up of the equipment that would normally be sold with a watercraft as one unit. This includes and excludes the following cover:

Insurance includes	Insurance excludes unless specified on schedule
<ul style="list-style-type: none"><li>the hull and superstructure</li><li>fittings</li><li>electrical machinery</li><li>inboard motors</li><li>dinghies</li><li>safety equipment</li></ul>	<ul style="list-style-type: none"><li>watercraft covers</li><li>anchors and special propellers</li><li>communication, sound and audio-visual devices, echo-sounders and similar type navigation, electronic devices and speedometers</li><li>outboard motors</li><li>spare tanks</li><li>fishing equipment</li><li>launching dollies, trolleys and trailers</li><li>tenders (attached to yachts)</li></ul>

Home means your permanent home including all land on the premises.

Fully inflatable watercraft (rubber duck) means a watercraft made of a flexible material that is inflated under pressure and has a flat bottom made of timber, strong plastic or strong metal deck slat.

Personal belongings means your own binoculars, sextants and nautical books, yachting and boating clothes, oilskins, and sea boots (including clothes and other items you have provided to crew members).

### 2. Categories of cover

2.1 There are three categories of cover for watercraft:

- Category A: own damage;
- Category B: responsibility to third parties;
- Category C: medical emergency treatment costs.

2.2 To see what you are and are not covered for, you must read:

- The categories A – C below;
- Events and items not covered below;
- General events and items not covered pages 12 to 16;
- General terms and conditions pages 5 to 16;

### 3. Category A: own damage cover

#### 3.1 Events and items we cover

We pay for:

- 3.1.1 Theft of the watercraft if the conditions under events and items that we do not cover below are met;
- 3.1.2 Damage to the watercraft caused by accident;
- 3.1.3 Malicious damage to the watercraft;

- 3.1.4 Loss or damage to personal belongings specified on the schedule if the watercraft is stranded, sunk, burned or is in an accident;
- 3.1.5 Jettison, but only if it is necessary to prevent the watercraft from sinking or to refloat the watercraft if it is stranded. (Jettison means to lighten the watercraft by throwing items off the watercraft);
- 3.1.6 The cost of divers assessing damage to the watercraft if these costs are incurred for that purpose even if no damage is found;
- 3.1.7 Loss or damage to the watercraft caused by:
  - a. Fire, explosion, lightning, and piracy perils of seas, rivers, lakes and other navigable waters;
  - b. Stranding;
  - c. Loading, offloading or moving items stored in the watercraft;
- 3.1.8 Loss or damage to the watercraft caused by latent defects in the hull or in machinery, breakage of shafts, or bursting of boilers. (A latent defect is a fault that could not have been discovered by a reasonably thorough inspection before you bought the item). However, we do not pay for loss or damage to the defective hull, machinery, shafts or boiler;
- 3.1.9 Loss or damage caused by the negligence of any person. However, we do not pay for any defect caused by negligence or breach of contract for any repair or alteration work that is:
  - a. Carried out on your behalf; or
  - b. For the maintenance of the watercraft;
- 3.1.10 Defective shafts including damage to the strut, shaft or propeller, but not damage to the defective shafts themselves;
- 3.1.11 Bursting of boilers but not damage to the boiler itself;
- 3.1.12 Negligence, but not for negligence or non-compliance with a contract in relation to repair or alteration work.

## 3.2 Events and items not covered

These exclusions are in addition to the general events and items not covered on pages 12 to 16 of this policy.

### 3.2.1 Loss of use

We do not pay for loss of use of the watercraft.

### 3.2.2 If the watercraft is outside South Africa for more than 30 days

We do not pay for theft, loss or damage if the watercraft is out of South Africa for more than 30 days in total in the 12 months before the event, unless we agree otherwise.

### 3.2.3 Theft at a dealer, unless conditions are met

We do not pay for theft of the whole watercraft if it is left at a recognised watercraft dealer or motor dealer, or any other dealer's premises, for sale, unless both of the following conditions are true:

- 3.2.3.1 The watercraft is kept in secure and locked premises;
- 3.2.3.2 There is forcible and violent entry into, or exit from, the relevant dealer's premises.

### 3.2.4 Theft when unattended, unless conditions are met

We do not pay for theft of the watercraft for any specified items shown on the schedule if the watercraft is unattended unless:

- 3.2.4.1 The watercraft is at one of the following places:
- Inside the walled or fenced and locked boundaries of the home;
  - or
  - Inside a storage facility; or
  - At a recognised place of repair or service.
- 3.2.4.2 There is forcible and violent entry or exit from any of these places at the time of the theft;
- 3.2.4.3 Any tender specified on the schedule is marked with the name of the watercraft.

### **3.2.5 Theft of any other specified item when unattended**

We do not pay for theft of any specified item shown on the schedule while the watercraft is unattended unless:

- 3.2.5.1 The watercraft and specified items are at a recognised marina or yacht club;
- 3.2.5.2 The watercraft is at a holiday or recreational venue and the watercraft is securely immobilised when not in the water.

### **3.2.6 Theft of outboard motors when unattended**

We do not pay for theft of outboard motors while the watercraft is unattended unless all of these conditions are met:

- 3.2.6.1 The outboard motors are specified on the schedule;
- 3.2.6.2 The outboard motors are securely locked to the watercraft by a security device in addition to its normal methods of attachment;
- 3.2.6.3 There is forcible and violent entry into, or exit from, the home, the watercraft or its place of storage or repair;
- 3.2.6.4 If in a motor vehicle or trailer, the motor vehicle or trailer must be locked and there must be forcible and violent entry into, or exit from, the motor vehicle or trailer.

### **3.2.7 Theft of certain items from a motor vehicle**

We do not pay for any communication, sound and audio-visual devices, echo-sounders and similar navigation devices, sails and other parts of sailboards if stolen from a motor vehicle unless:

- 3.2.7.1 There is forcible and violent entry into, or exit from, a locked boot or concealed compartment forming part of the locked motor vehicle; or
- 3.2.7.2 The motor vehicle is stolen; or
- 3.2.7.3 The motor vehicle is involved in an accident at the time of the theft. We pay for theft of the hull, mast and wishbone from a motor vehicle.

### **3.2.8 Theft or loss from a fraudulent buying or selling transaction**

We do not pay for theft or loss from a fraudulent buying or selling transaction.

### **3.2.9 Loss or damage to the following items:**

- 3.2.9.1 To fully inflatable watercraft if the pontoons are fully inflated while in transit or in storage in the open;
- 3.2.9.2 To masts, wishbones, sails of sailboards and windsurfers while they are in use;
- 3.2.9.3 To sailboards or windsurfers due to a roof rack coming loose or the fastening devices breaking;

- 3.2.9.4 To sails or protective coverings split by the wind or blown away while set, unless because of damage to the spars to which the sails are bent, or following the watercraft being stranded, sunk, burnt, on fire, in an accident or in contact with another substance (including ice) other than water;
- 3.2.9.5 To masts, spars, sails, standing or running rigging while the watercraft is racing, unless the loss or damage is caused by the watercraft being stranded, sunk, burnt, on fire, in an accident or in contact with another substance (including ice) other than water;
- 3.2.9.6 To water-skis, ropes, water tubes, wave jumpers, trick boards or any similar sporting equipment while in use or while left unattended;
- 3.2.9.7 To sheathing or repairs to the sheathing unless caused by damage to the spars or by the watercraft being stranded, sunk, burnt, on fire, in an accident or in contact with another substance (including ice) other than water;
- 3.2.9.8 To outboard motors caused by dropping off or falling overboard unless the motors are bolted or chained to a permanent fixture on the hull.

**3.2.10 We do not pay for loss or damage for the following reasons:**

- 3.2.10.1 For defective parts;
- 3.2.10.2 For negligence. We do not pay for the negligence of any person. We do pay for the cost of fixing any defect caused by negligence or by non-compliance with a contract when the watercraft is being altered, repaired or maintained on your behalf;
- 3.2.10.3 For exposure. We do not pay for the watercraft being stranded, sunk, swamped, immersed or breaking adrift while left unattended off an exposed beach shore or river bank, even if it is moored or anchored;
- 3.2.10.4 For fire and explosion. We do not pay for damage by fire or explosion to a watercraft fitted with inboard machinery unless the watercraft has hand-held fire extinguishers that are in working order at the time of the fire or explosion. The hand-held fire extinguishers must be fitted to the watercraft;
- 3.2.10.5 For fault in design or construction. We do not pay for the cost of replacing or repairing any part that is not fit for its purpose solely because of a fault in design or construction;
- 3.2.10.6 For improvements or alterations in design or construction. We do not pay for the costs incurred because of improvements or alterations in design or construction;
- 3.2.10.7 For colour match re-sprays to glitter or graded-colour finishes where repairing requires a colour match re-spray or repaint;
- 3.2.10.8 The cooling system gets blocked or there is an intake of foreign matter into the cooling system of the watercraft;
- 3.2.10.9 While the watercraft is in transit if the watercraft is longer than nine metres.

**3.2.11 We do not pay for loss or damage related to trailers**

- 3.2.11.1 Malicious damage to tyres of a trailer;
- 3.2.11.2 Damage to tyres of a trailer caused by applying brakes or by road punctures, cuts and bursts;
- 3.2.11.3 Damage to springs and shock absorbers of a trailer because of uneven road surfaces, unless there is related damage to the wheels.

### 3.3 How we pay

For total loss or damage

- a. If the watercraft is less than five years old, we pay the lower amount of:
  - The new replacement value; or
  - The maximum amount of cover.
- b. If the watercraft is more than five years old, we pay the lower amount of:
  - The reasonable market value; or
  - The maximum amount of cover. You are responsible for the excess.

If the watercraft is a total loss or we treat it as a total loss (called a constructive total loss), the excess only applies if the watercraft was damaged in the surf.

## 4. Category B: responsibility to third parties

For this section, property means any property that can be seen and touched anywhere in the territory, but specifically excludes intellectual property.

### 4.1 Events and items we cover

We pay for amounts that you become legally responsible to pay for:

- 4.1.1 Accidental death or bodily injury or illness of any person;
- 4.1.2 Accidental loss or damage to property;
- 4.1.3 The cost of any actual or attempted raising, removal or destruction of the wreck of the watercraft or the costs for any neglect or failure to do so.

### 4.2 Events and items not covered

These exclusions are in addition to the general events and items not covered on pages 12 to 16 of this policy.

We do not pay for:

- 4.2.1 Death or bodily injury to you, any member of your family or any paying passenger;
- 4.2.2 Death or bodily injury to any employee in the course of their employment with you;
- 4.2.3 Loss or damage to property belonging to you, your family or your employees;
- 4.2.4 Loss or damage to property in your custody or control;
- 4.2.5 Death of, or bodily injury to, any passenger being carried in or getting on or off a watercraft that is not intended or constructed to carry passengers;
- 4.2.6 Death or bodily injury to any person who is water-skiing or aquaplaning or any similar activity while being towed, preparing to be towed or after being towed;
- 4.2.7 Death, bodily injury or illness of any person or damage to their property that arises from a trailer or launching dolly;
- 4.2.8 The costs of, or relating to, any judgement, award, payment or settlement made in the United States of America or Canada, or any country that operates under the laws of those countries, even if the cost is ratified (formally approved) by a court in another country, unless the judgement, award, payment or settlement is enforced in a competent court in South Africa;
- 4.2.9 For any punitive damages or any fines, penalties or exemplary damages anywhere in the world, including South Africa;
- 4.2.10 For loss or damage to property that is also covered under any other insurance policy;
- 4.2.11 For legal responsibility arising out of your dishonest, fraudulent or malicious acts of physical assault;

- 4.2.12 Loss or damage arising out of your reckless disregard of the possible consequences of your acts or failure to act.

#### **4.3 How we pay**

We pay up to the maximum amount of cover inclusive of all costs:

- a. That you might have incurred with our written consent; and
- b. That can be recovered from you for any one event, or any series of events arising from one original cause. This means that if there are multiple claims, we will not pay more than the maximum amount of cover for all claims combined.

We may, but are not obliged to pay for costs for you to be represented at an inquest or post mortem, or in defending criminal proceedings in a magistrate's court.

### **5. Category C: medical emergency treatment costs**

We pay medical emergency treatment costs for an injury you suffer as a direct result of the watercraft sinking, overturning or colliding with any external object other than water. The cause of the sinking, overturning or colliding must be accidental.

How we pay

We pay up to the maximum amount of cover for each person injured arising from the same event.

### **6. Events and items not covered by any categories**

The following exclusions apply to all parts of watercraft cover, including the extensions. You must also read the general events and items not covered on page 12 to 16.

#### **6.1 Use when competent people are not in control**

We do not pay for loss, damage, legal responsibility or medical emergency treatment costs arising when the watercraft is underway if you or another competent person on board is not in control of the watercraft.

#### **6.2 Use that is not for pleasure or recreation**

We do not pay if the watercraft is:

- 6.2.1 Used for any purpose other than pleasure and recreational use.
- 6.2.2 Let out, on hire or charter, or for reward.
- 6.2.3 Used as a houseboat. This means being used to live on board and kept in moorings or in berth permanently.
- 6.2.4 Being towed on water except if it is for normal towing for laying up, fitting out or repair or if the watercraft is in distress.
- 6.2.5 Towing or salvaging another watercraft unless that other watercraft is in distress.
- 6.2.6 Towing or salvaging another watercraft (whether or not in distress) under a contract arranged before starting towing or salvaging.
- 6.2.7 Participating in racing or speed contests or trials.

#### **6.3 Use while under the influence of alcohol**

We do not pay for loss, damage, legal responsibility to third parties or medical emergency treatment costs while the watercraft is being navigated or under the charge of:

- 6.3.1 You while you are under the influence of alcohol or drugs, or while the concentration of alcohol in your blood or breath exceeds the statutory limit.
- 6.3.2 Any other person, with your consent and knowledge, who you know is under the influence of alcohol or drugs or while the concentration of alcohol in that person's blood or breath exceeds the statutory limit.

#### **6.4 Outside the cruising range limits**

We do not pay while the watercraft is outside the cruising range limits shown on the schedule.

## **6.5 In transit on land**

We do not pay while the watercraft is being carried, or is in transit on land (other than while being moved by hand) unless otherwise shown on the schedule.

## **6.6 Unattended off an exposed beach or shore**

We do not pay for loss, damage, legal responsibility or medical emergency treatment costs arising from the watercraft being stranded, sunk, swamped or breaking adrift while left moored or anchored unattended off an exposed beach or shore.

## **6.7 Previous unrepaired damage**

We do not pay for previous damage that you did not repair or claim for when there is a subsequent total loss.

## **6.8 Collision with submerged objects**

Unless stated on the schedule, we do not pay for loss, damage, legal responsibility or medical emergency treatment costs arising from loss, or damage to the watercraft's rudder, propeller, strut, shaft, electrical machinery, engines or motors caused by collision with a submerged object.

## **6.9 Loss or damage to certain parts**

We do not pay for loss, damage, legal responsibility or medical emergency treatment costs if there is loss or damage to the watercraft's rudder, propeller, strut, shaft, machinery, engines, motors, batteries and their connections.

However, we pay if the loss or damage is caused:

- a. By your watercraft being stranded, sunk, burnt, on fire or in a collision with another watercraft, pier or jetty;
- b. By the watercraft being immersed because of heavy weather;
- c. By fire in the storage venue on the shore;
- d. While the rudder, propeller, strut, shaft, machinery, engines, motors, batteries and their connections are being removed from, or placed in the watercraft.

## **6.10 Fire or explosion**

### **6.10.1 For watercraft longer 6.75 metres in length or more**

We only pay for loss, damage, legal responsibility or medical emergency treatment costs arising from fire or explosion to a watercraft fitted with inboard machinery if either of the following conditions is met:

- 6.10.1.1 The watercraft has an automatic fire extinguishing system in the engine room or engine space, tank space and gallery.
- 6.10.1.2 The watercraft has firefighting controls at the steering wheel.

### **6.10.2 For watercraft shorter than 6.75 metres**

We pay for loss, damage, legal responsibility or medical emergency treatment costs arising from fire or explosion to watercraft shorter than 6.75 metres if these three conditions are met:

- 6.10.2.1 Only adequate handheld extinguishers are required to be on that type of watercraft;
- 6.10.2.2 There are, in fact, adequate handheld extinguishers on the watercraft;
- 6.10.2.3 Any fire extinguishing system (including fire extinguishers) is properly installed and maintained in efficient working order.



## **7. Conditions specific to your watercraft cover**

These conditions are in addition to the general terms and conditions on pages 5 to 16 of this policy.

### **7.1 Your duties as owner of the watercraft**

You, your employees, your agents and all users of the watercraft agree to do all of the following:

- 7.1.1 Take reasonable steps to maintain the watercraft, outboard motors, trailers and other items or property we cover in a proper state of repair, seaworthiness and roadworthiness;
- 7.1.2 Exercise all care and diligence in crewing the watercraft;
- 7.1.3 Act with reasonable care to avoid or minimise loss or damage. We will contribute to costs you incur properly and reasonably if there is compliance with this clause;
- 7.1.4 Be familiar with all laws and regulations relating to watercraft, including those published in terms of the Merchant Shipping Act 1951, and to use the watercraft according to those laws.

### **7.2 Watercraft launched through the surf must have at least two motors**

When the watercraft is being launched through the surf, it must be fitted with at least two motors in workable and readily usable condition.

### **7.3 Certificate of fitness**

You must arrange at your own expense to get a certificate of fitness for the watercraft. The certification must be conducted while the watercraft is out of the water.

### **7.4 You must remain within the cruising range**

The cruising range is shown on the schedule. It is either of the following:

- 7.4.1 Inland waters only in South Africa (including Durban Harbour and Knysna Lagoon) Namibia, Botswana, Zambia, Zimbabwe, Mozambique, Eswatini and Lesotho;
- 7.4.2 Inland waters (as defined above) and coastal waters of South Africa, Namibia and Mozambique but only for:
  - a. watercraft under 6.75 metres for day sailing of a maximum of 12 nautical miles from the coastline;
  - b. watercraft over 6.75 metres that are within 12 nautical miles from the coastline.

### **7.5 You must cover your watercraft and items for their full value**

If your watercraft or any items are under five years old, you must get cover for the new replacement costs of your items. If, at the time of a claim, the maximum amount of cover is less than the new replacement costs, you are considered as your own insurer for the balance.

If your watercraft or any items are over five years old, you must get cover for the market value of your items. If, at the time of a claim, the maximum amount of cover is less than market value, you are considered as your own insurer for the balance.

### **7.6 We cancel the policy if you sell or transfer ownership of the watercraft**

If you sell or transfer the watercraft to a new owner, then we will cancel this section of the policy from the date of sale or transfer. You have the right to ask us to continue cover, particularly if at the time of sale or transfer, the watercraft is at sea. We will then only cancel this section of the policy when the watercraft has arrived at the next port of call inside the territory and is anchored or moored safely.

### **7.7 Constructive total loss**

Constructive total loss means that the damage to the watercraft is so severe that to repair it would cost more than the new replacement value or market value.

To decide whether the watercraft is a constructive total loss, we consider whether the watercraft would be cost effective to repair. If it is not cost effective to repair, then we pay up to the maximum amount of cover.

We do not take into account the damaged, or break-up value of the watercraft or wreck.

**7.8 No guarantee on watercraft's fitness for racing or cruising association**

After a valid claim where we have repaired or replaced the watercraft, we do not guarantee the watercraft's acceptability or eligibility to be classed in any class, or registered in any racing or cruising association or club.

**7.9 For us to assess a claim, you must return the watercraft to South Africa**

If a covered event takes place outside South Africa, you must return the watercraft to South Africa at your own expense so that we can assess the damages.

**7.10 You must flush flooded motors immediately**

If the motor is immersed in water, it is your duty to make sure that the motors are immediately flushed out and restarted as soon as possible.

**7.11 We pay only for repairs to rips in fabric**

In semi-rigid watercraft and fully inflatable watercraft, we pay only for patching or repairing tears in the fabric of pontoons. (A pontoon is a flotation device with enough buoyancy to float itself as well as a load.)

A semi-rigid watercraft is a watercraft with a rigid hull with pontoons made of a flexible material. The pontoons are inflated under pressure.

**7.12 Transit by rail or road**

We cover the watercraft while it is in transit only by rail or by road. This condition applies only if the watercraft is a maximum of 9 metres in length and is capable of being towed.

When the watercraft is conveyed by road it must be on a purpose-built properly constructed roadworthy trailer. The watercraft must be properly and adequately secured to the trailer.

We also cover loss or damage during loading and unloading from the trailer or train within the cruising range shown on the schedule.

However, we do not pay for:

- a. scratching, bruising or denting and the cost of consequent repairs or refinishing;
- b. any third-party responsibility.

**7.13 Replacing new for old material**

This condition applies to watercraft over five years old only.

Where we replace old material with new material, we will adjust our payment by the difference between the old and new material. (This is a principle of insurance known as betterment.)

This applies to:

- a. sails, masts, spars, standing and running rigging, protective covers and batteries.
- b. outboard and inboard motors. You are also responsible to pay the excess.

**7.14 Other watercraft you own**

If the watercraft collides with or receives salvage services from another watercraft you own (either totally or partially), you have the same rights under this policy as you would have if the other watercraft was owned by someone else.

If you and we cannot agree who is responsible for the collision or for the cost of salvage, the matter must be referred to an arbitrator.

### **7.15 Inflationary increase**

We will automatically increase the maximum amount of cover on the anniversary date by a percentage in line with the Consumer Price Index change. We will update the policy with the new maximum amounts of cover and the premium you must pay for the next period of cover.

You must still make sure that the maximum amount of cover represents the full value of the watercraft and items at all times.

### **7.16 Continuation of cover in some circumstances**

If the watercraft is at sea, or in distress, or at a place of refuge when this cover ends, we will continue to cover it. We will continue cover until the watercraft arrives at the next port of call inside the territory and is anchored or moored safely.

## **8. Automatic extensions to watercraft cover**

You automatically receive these extensions to your watercraft cover.

### **8.1 Government action to prevent pollution threat**

If your watercraft is damaged by a covered event and then becomes a pollution threat, we pay for any loss or damage to your watercraft caused by a government authority acting to stop or minimise the threat. The actions of the government authority must be the direct cause of the extra damage.

## **9. Optional extensions to watercraft cover**

You only have this cover if you bought it and it is shown on the schedule. There are extra premiums for these extensions.

### **9.1 Yacht racing**

We pay for the cost of repairing or replacing sails, masts, spars, standing and running rigging lost or damaged by an event while the watercraft (yacht) is racing. Cover is limited to two-thirds of the costs of the repair but not more than the maximum amount of cover for these items.

If the loss or damage is caused by the watercraft being stranded, sunk, burnt, on fire, in an accident, or in contact with any substance (including ice) other than water then we pay repair or replacement costs.

### **9.2 Water-skiing**

We pay for legal responsibility to third parties for water-skiing. The loss or damage could have been caused to the water-skier or by the water-skier.

### **9.3 Extension of cover to include submerged objects**

For watercraft that have a speed capability of more than 17 knots\* and the loss or damage was caused by collision with a submerged object, we pay for loss or damage to the following parts of the watercraft: rudder, propeller, strut, shaft, electrical machinery, engines and motors.

\*17 knots is 31.484 kilometres per hour.

## **10. How we pay**

We will pay up to the maximum amount of cover for the events and items we cover. We have the right to choose to do one or more of the following:

- 10.1 Pay the costs to repair the loss or damage;
- 10.2 Replace the stolen, lost or damaged item;
- 10.3 Pay you cash for the stolen, lost or damaged item;
- 10.4 Negotiate and settle any third party claims.

## **Notice supplied in addition to the statutory notice supplied with this policy**

Insurance policies are legal contracts entered into between the insurance company (we/us) and the insured (you/your). The intermediary (broker) used by you, as your agent and in terms of the Financial Advisers and Intermediary Services Act (FAIS), is obliged to bring to your attention all aspects of the insurance policy that affect the coverage purchased, both the positive and negative aspects.

### **Definitions**

To assist all concerned, and in particular you, we have produced/reproduced various definitions utilised by us that could affect you in your understanding of the cover provided by this policy in the general definitions section of the policy.

These definitions are not a comprehensive list of all those used in this policy, but we believe that they are of such a nature that we should bring them to your specific attention.

There are other definitions used in this policy but we are confident that the broker is fully aware of definitions used in the South African Business insurance market upon which this Policy has been based.

These definitions do not necessarily appear in this policy in the same order as they are listed.

Should you require any additional information, or explanation, as to the application of these definitions, or any aspect of this policy, it is recommended that you contact the broker that arranged this policy on your behalf.

However, we are always available to assist you should the need arise.



## Contact

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