



**CIB PERSONAL**  
Policy Wording

**011 455 5101**  
**[www.cib.co.za](http://www.cib.co.za)**

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Underwritten by Guardrisk Insurance Company Limited (FSP No. 75) B-BBEE Level 1.

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# PART 1

## THE CIB SERVICE COMMITMENT

CIB (Pty) Ltd is underwritten by Guardrisk Insurance Company Limited. CIB undertakes professional conduct in underwriting **Your** insured risk and to provide exceptional claims service.

Since **Our** humble beginnings in 1994, **We** have grown in leaps and bounds and **We** intend on doing so over the years to come. CIB's visionary products and national business operations have certainly been key factors to **Our** success story, but the real foundation to **Our** success lies in the long-term relationships that **We** have established with brokers, clients and suppliers.

Should **You** have any query or complaint about this **Policy** or if **You** are in any way unhappy with the service **You** have received, please contact:

The Compliance Officer  
Guardrisk Insurance Company Limited  
PO Box 786015  
Sandton  
2146  
Email: [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)

Alternatively, **You** can also refer to the **CIB COMPLAINTS AND COMPLIANCE INFORMATION** Section of this **Policy** for guidance in respect of **Your** rights.

Terms that appear in **bold** face type have special meanings. Please refer to the definitions for more information.

Please note that wherever applicable words stated in the singular are inclusive of plural and vice versa.

## TREATING CUSTOMERS FAIRLY

**We** are required to pay due regard to the interests of **Our** clients and to treat **You** fairly.

The TCF ('Treating Customer Fairly') principles, of which there are 6 (six), aims to raise standards in the way **We** carry on **Our** business, by introducing changes that will benefit **You** and increase **Your** confidence in the financial services industry.

TCF endeavours to help **You** to fully understand the features, benefits, risks and costs of the financial product(s) **You** purchase, as well as to minimise the sale of unsuitable products by encouraging best practice before, during and after a sale of a financial product has taken place.

**We** will endeavour to encapsulate the vision of TCF into **Our** business model to bring **You**, **Our** valued customer, the best possible products and services at all times.

CIB's vision is to be 'the' preferred choice for professional brokers, when considering **Our** clients' business or personal insurance needs.

**Our** values are governed by **Our** behavioural and attitudinal traditions, which are entrenched in **Our** culture of **"WHAT CAN WE DO BETTER?"**

**"Understanding YOUR world, We offer insurance done properly, in a personalised way."**

**RELIABILITY, DRIVEN, CARING** and a **POSITIVE ATTITUDE** have been identified as **Our** core values.

These form an essential part of **Our** business and dictate **Our** moral standing among **Our** people, the community and with **Our** clients.

## PROTECTION AND SHARING OF PERSONAL INFORMATION

### PROTECTION OF PERSONAL INFORMATION

**Your** personal information will only be processed in accordance with the legislation and principals contained in the Protection of Personal Information Act (POPIA). It is recorded that information relating to the parties to this **Policy** or to persons whose interests are protected by this **Policy** may be processed:

1. for the conclusion or performance of this **Policy**, or
2. to protect those interests, or
3. to comply with legal obligations, or
4. for pursuing **Our** legitimate interests or
5. in the interests of any third party to whom the information is supplied.

**We** will take all reasonable measures to ensure that **Your** personal information is safeguarded, stored and protected in accordance with POPIA and **We** will not misuse **Your** personal information for the purpose of any marketing campaigns or product offerings.

For further information please refer to **Our** Privacy Notice which is available on **Our** website [www.cib.co.za](http://www.cib.co.za).

### SHARING OF INFORMATION

The South African Insurance Association (SAIA) created a shared database for storing insurance information. This shared information assists in limiting insurance fraud and to underwrite every risk fairly and to also to assess every risk.

By entering into this **Policy**, **You** appreciate, acknowledge and understand that **We** may obtain, reveal or share information (which may be inclusive of personal information) in order to investigate or assess any claim made under this **Policy** and for the purpose of preventing fraud and to underwrite **Your Policy**.

**You** warrant that:

1. **You** acknowledge that information for underwriting and claims purposes (for example, cover for items insured as well as the assessment of claims registered, however not limited to these examples), inclusive of credit information may be shared between Insurers / Insurance Providers and / or **Your** Insurance Broker / Intermediary and our service providers. The sharing of this information is required to conclude or perform in terms of this contract and /or the pursuing a legitimate interest and /or is in the best interest of the public as it enables Insurers / Insurance Providers and industry bodies to underwrite policies and assess risks fairly, to investigate and assess claims and to reduce the incidence of fraudulent claims with a view to limiting premiums and premium increases.
2. **You** acknowledge that the information provided by **You** may be stored in a shared database and used as set out above as well as for any decision pertaining to the continuance of **Your Policy** or the meeting of any claim **You** may submit.
3. **You** acknowledge that the information may be verified against legally recognised sources or databases.
4. **You** are aware of the fact that both credit information verification and / or criminal record checks may be requested by Insurers / Insurance Providers on the business, **Yourself** or any of **Your** directors, partners and / or employees.

### YOUR RIGHTS

**You** are entitled to object to the use of **Your** personal information. However, such objection may result in **Us** being unable to facilitate insurance cover or to assess a claim in terms of the **Policy**.

**You** have the right to:

1. access **Your** information in accordance with the Promotion of Access to Information Act (2 of 2000) as substituted from time to time,
2. object to the processing of **Your** personal information,
3. lodge a complaint to the Information Regulator.

## CORE INFORMATION & RESPONSIBILITIES OF THE POLICYHOLDER

It is important to understand that all parts of this **Policy** must be read in conjunction with the **Schedule** as well as any **Annexures** as applicable.

It is also important for **You** to understand the terminology that forms part of this **Policy** and to recognise the various limitations, **Terms and Conditions**.

The **Terms and Conditions** are the rules that **You** have to adhere to in order for the **Policy** to respond to a valid claim. These rules can be found in the **Policy, Schedule, Annexure** and endorsements as well as any renewal correspondence containing notice of change to cover or requirements.

**We** have, as far as possible, endeavoured to present the **Policy** in plain language to not only offer **You** peace of mind, but to also ensure that **You** are and remain informed about **Our** various legal and operational procedures.

## PROVIDE US WITH ACCURATE INFORMATION AND MATERIAL FACTS

### ACCURATE INFORMATION

Although every effort is made to ensure the accuracy of all the covers pertaining to **Your** specific needs, **You** must verify that the **Schedule** accurately reflects:

1. the cover which **You** requested,
2. **Your** current contact as well as address information,
3. the correct nature of **Your Business** activities (inclusive of all subsidiary affiliations),
4. the **Insured Property** as well as the insured values thereof.

**You** must contact **Us** immediately should there be any amendments that **You** wish to make to the cover or to inform **Us** of any change in **Your** contact or address information, the nature of **Your Business** activities or the **Insured Property**.

This could affect the **Terms and Conditions** of the cover provided to **You**.

**Your** obligation to supply **Us** with accurate information is inclusive of information regarding **Your** financial situation, for example, debt review and insolvency inclusive of information regarding any criminal offences whether **Yours**, that of **Your** members, directors and partners, however not limited to these examples.

### MATERIAL FACTS

**You** are required to disclose to **Us** all **Material Facts** at the commencement of the insurance cover under this **Policy** and at any renewal or variation of such insurance cover.

The **Material Facts** are inclusive of but not limited to:

1. having knowledge of an event / circumstances which may give rise to a claim under this **Policy**,
2. non-compliance with any laws,
3. financial soundness for example: debt review, insolvency, defaults, sequestration and / or judgments,
4. criminal offences,
5. manner of building construction for example: tiled roof vs. thatched,
6. any **Vacant** / abandoned or **Unoccupied** buildings,
7. location of insured premises,
8. previous claims history,
9. security measures implemented,
10. building is let or sublet,
11. mergers and/or acquisitions,

12. any alterations, additions or improvements that are made to the building. For example, if **Your** building has a corrugated iron roof, **We** charge a specific premium for that. If **You** later have the roof thatched without telling **Us**, **We** would be receiving the incorrect premium because thatch can burn easier and is a greater risk. In such an event, **We** may avoid the **Policy**, a **Section** of the **Policy** or an item insured in terms of the **Policy** or reject **Your** claim under the **Policy**.

**You** are also required to disclose to **Us** any new **Material Facts** or changes in the **Material Facts** after the commencement of the insurance cover under this **Policy** and throughout the period in which such insurance cover is in force as this may affect whether **You** are entitled to insurance cover under this **Policy**, the premium to be charged for such insurance cover and other **Terms and Conditions** on which such insurance cover is provided to **You**.

**You** must inform **Us** immediately of any change in the risk covered by this **Policy**. Should there have been any material change in the risk, then **We** may amend the cover and premium from the date of the change or cancel the cover.

Please note that:

1. any proposal and declaration made by **You** or on **Your** behalf is part of the information and **Material Facts** which **We** rely upon in our decision to accept the risk under this **Policy**, the **Terms and Conditions** which will apply and the premium to be charged.
2. If **You** fail to comply with **Your** above stated obligations in relation to accurate information and / or **Material Facts**, **We** may be entitled to void the entire **Policy**, a **Section** of the **Policy** or an item insured in terms of the **Policy** or reject any claim under this **Policy**.

#### **DUTY TO TAKE REASONABLE STEPS AND PRECAUTIONS**

**You** must take all reasonable steps and precautions to ensure that the risk of any event which may result in any claim, claim or losses indemnifiable under this **Policy** are prevented or minimised as far as possible.

**You** must take all reasonable steps and precautions to mitigate the extent of any loss suffered.

The following examples (but not limited to these examples) will provide **You** with some clarity regarding the above:

#### **Example 1:**

**Your** vehicle is involved in an accident where the radiator is damaged. Yet, despite the engine warning light coming on and steam coming from under the hood of the vehicle, **You** continue driving, although the circumstances would reasonably require **You** to stop driving, and this causes further damage to the engine after the accident.

The additional damage to the engine caused as a result of **You** not stopping the car when the warning light came on may not be covered under **Your** insurance cover under this **Policy**.

#### **Example 2:**

The boundary wall to **Your** property has been standing for a number of years. **You** notice that the tree roots have taken hold on the wall and are starting to cause serious cracks and general wear and tear, this in turn is causing the wall to lean out of its intended position. After a couple of months, the wall finally falls over.

The damage caused to the wall could be excluded from **Your** insurance cover under this **Policy**, because, amongst other things, **You** failed to take reasonable steps to prevent the damage.

#### **Example 3:**

A couple of the roof tiles of **Your** house have shifted after **You** installed **Your** satellite dish, this in turn has caused the roof to leak. With every rain storm **You** notice that there is a small water stain, but it dries up again. After a couple of heavy rain storms over a period of months the ceiling however has turned black with mould and finally falls in.

The damage to the ceiling may be excluded from **Your** insurance cover under this **Policy** due to lack of maintenance, general up-keep of **Your** property and the failure to take reasonable steps to prevent the loss.

If **You** fail to comply with **Your** above stated obligations to take all reasonable steps and precautions, **We** may be entitled to reject any claim under this **Policy**.

#### VARIATIONS TO YOUR POLICY

**You** are allowed to request a change to the **Policy** at any time. Please note that the changes requested may require **Us** to amend the **Terms and Conditions** of the **Policy** and could affect the premium payable.

In certain instances, **We** will make changes to the **Policy** or impose certain **Terms and Conditions** (refer to General Conditions headed: Corrective Action and Suspension of Cover), however when **We** do this **We** will provide **You** with 31 days' written notice to **Your** agent / broker of **Our** intention to amend the **Policy** and the reasons for doing so.

If there is a material change in risk, **We** are entitled to effect amendments immediately.

#### EMERGENCY CONTACT INFORMATION

If **You** have selected roadside assistance cover on **Your** vehicle or require towing following an accident **You** need to contact the Call Centre as noted in **Your Schedule / Annexure** who will then arrange for the necessary approved Service Providers to assist **You** in **Your** time of need in accordance with the benefits offered under this **Policy**.

In the event of **Water Apparatus** claims, **We** require **You** to contact the Call Centre noted in **Your Schedule / Annexure** who will then dispatch an approved Service Provider to assist **You** in accordance with the benefits offered under this **Policy**.

#### CIB COMPLAINTS AND COMPLIANCE INFORMATION

Customer gratification is an integral part of the CIB culture and **We** appreciate **You** bringing **Your** concerns to **Our** attention. By doing so will not only allow **Us** to eradicate defective service delivery, but most importantly will enhance the service excellence which **We** at CIB aspire to bring to **You** as a valued patron.

**Our** Complaints Resolution Policy is based on provisions as set out in the General Code of Conduct for Authorised Financial Service Providers and Representatives which forms part of the Financial Advisory and Intermediary Services Act 37 of 2002, the Rules on Proceedings of the Office of the Ombud for Financial Service Providers, of 2003, Treating Customers Fairly, The Policyholder Protection Rules (where applicable) as well as the SAIA Code of Conduct (however not limited to these examples).

Please refer to the disclosure notice contained at the end of **Your Schedule** for details regarding **Our** Compliance and Complaints information.

#### What are **Our** obligations?

**We** must ensure that the following is adhered to:

1. record of such **Complaints** should be maintained for a period of 5 years,
2. address **Complaints** from **You** in a timely and fair manner,
3. take steps to investigate and respond promptly to **Complaints**,
4. should **Complaints** not be resolved to **Your** satisfaction, **We** must inform **You** of **Your** rights.

#### What is the definition of a **Complaint**?

A **Complaint** relates to a specific service rendered by **Us**, and must allege that **We** have:

1. contravened any provisions of Regulations and as a result **You** have suffered a financial loss, or
2. negligently provided a service to the prejudice of the complainant, or
3. treated the complainant unfairly, or
4. any other form of complaints.

#### How to address **Your** concerns to **Us**?

**We** aim to consistently deliver a professional service to **You** and if **We** have dissatisfied **You** in any manner **We** need to hear about this.

As all **Complaints** should be submitted in writing, where possible, **We** kindly request that **You** either complete **Our** online form on **Our** webpage [www.cib.co.za](http://www.cib.co.za), or alternatively **You** may email **Your** complaint to **Us** at [complaints@cib.co.za](mailto:complaints@cib.co.za).

Kindly ensure that all supporting documents are attached to **Your Complaint** to enable **Us** to attend to **Your** concerns timeously.



**Should You not be satisfied with Our decision?**

When **You** are notified of the outcome of the **Complaint**, **You** have the right to have such a decision reviewed by way of an appeal process. If **You** wish to have a decision regarding a **Complaint** reviewed:

1. **We** will treat it as a dispute.
2. When a decision has been made, **We** will respond to **You** in writing giving:
  - 2.1. reasons for the decision,
  - 2.2. information about how to access alternative dispute resolution or policyholder recourse mechanisms and the time frame in which to do so.

**Your rights should You be dissatisfied with the outcome of Our dispute resolution?**

Should **You** not be entirely satisfied with the outcome of **Our** dispute resolution and feedback provided is not in **Your** favour, **You** may make representation to the Insurer (Please refer to the disclosure notice contained at the end of **Your Schedule** for details of the Insurer) in writing.

**You** are reminded that **You** may:

1. make representation to the Regulatory entities noted on the Disclosure Notice of **Your Schedule** should **You** not be satisfied with the outcome of **Your** representation to the Insurer,
2. re-direct **Your** complaint and all supporting documents to the Regulatory entities noted on the Disclosure Notice of **Your Schedule** , in writing, within 6 (six) months on receipt of such feedback from **Us**:

**We** invite any feedback or suggestions as to how **We** can improve **Our** complaints resolution process. Please send **Your** suggestions to [complaints@cib.co.za](mailto:complaints@cib.co.za).

## PART 2

### GENERAL OPERATIVE CLAUSE

Subject to **You** having paid the premium and **You** complying with all the **Terms and Conditions** of this **Policy**, **We** will provide **You** with the cover subject to the **Terms and Conditions** as set out in this **Policy** and each of the **Sections** of this **Policy** up to the Sums Insured, Limits of Indemnity or Compensation as the case may be and as is specified for each such **Section** as stated in the **Schedule** (provided that cover has been elected or provided for under a specific **Section**). Any Proposal and / or Declaration made by the **You** or on **Your** behalf is the basis of and forms part of this **Policy**.

### GENERAL CONDITIONS, EXCLUSIONS AND PROVISIONS

#### DEFINITIONS

Unless stated otherwise in any **Section**, for the purpose of this **Policy** and wherever these appear, the below mentioned definitions bear reference and apply.

<b>Annual Period</b>	means the 12-month period from the start date of <b>Your Policy</b> until the next Renewal Date stated on <b>Your Schedule</b> .
<b>Annexure</b>	means additional <b>Terms and Conditions</b> applicable to this <b>Policy</b> and appear at the end of <b>Your Schedule</b> .
<b>Burglary</b>	means the unlawful taking of another person's property with the intention of depriving them of permanent ownership when it is accompanied by breaking into or out of a building by actual, visible, forcible and violent means.
<b>Extended Basic Cover</b>	means <b>Section</b> specific extensions to which <b>We</b> agree to provide special or extended cover at no additional premium or charge to <b>You</b> . Such <b>Extended Basic Cover</b> is noted under each <b>Section</b> of this <b>Policy</b> and is limited to the <b>Sum Insured</b> or percentage as stated in the <b>Policy / Schedule / Annexure</b> .
<b>Insured Property</b>	means any tangible property whether immovable and / or movable stated to be included as such in the <b>Schedule</b> .
<b>Insurable Interest</b>	means that <b>You</b> are the owner of, or alternatively, the good faith possessor in terms of a credit agreement of the <b>Insured Property</b> and bear the risk of both, loss of the item as well as a financial loss.
<b>Indemnity</b>	means that <b>We</b> will attempt to place <b>You</b> back in the same financial position or as close thereto which <b>You</b> were in immediately prior to the loss or damage which resulted in <b>You</b> submitting a claim under this <b>Policy</b> .
<b>Inception Date</b>	means the original start date of the <b>Policy</b> or the original date in which a <b>Section</b> or item comes into effect during the <b>Period of Insurance</b> .  For the purpose of this definition original inception date will mean the original start date on which the <b>Policy</b> first came into effect irrespective of the number of times the <b>Policy</b> has been renewed.
<b>Limit of Liability</b>	means the maximum amount that <b>We</b> will contribute towards any accepted claim, subject to the limits / <b>Sum Insured</b> / benefits stated in the <b>Schedule</b> , which <b>You</b> have insured against under this <b>Policy</b> .
<b>Material Fact</b>	means any information or fact, irrespective whether specifically asked for or not, which could influence <b>Our</b> acceptance of the risk under this <b>Policy</b> , the <b>Terms and Conditions</b> which will apply or the premium to be charged for such risk.

<b>Optional Extensions</b>	means those extensions or extended covers which <b>You</b> must specifically ask for. Such <b>Optional Extensions</b> are noted under each <b>Section</b> of this <b>Policy</b> and are limited to the insured amount or percentage which <b>You</b> provide to <b>Us</b> and which must be noted in the <b>Schedule</b> . <b>You</b> need to pay an additional premium where <b>We</b> have agreed to provide such cover.
<b>Period of Insurance</b>	means the period as stated on <b>Your Schedule</b> and for which premium has been received by <b>Us</b> .
<b>Private Residence</b>	means the building of <b>Your</b> home of which the risk address is shown in the <b>Schedule</b> .
<b>Primary Residence</b>	means the structure located at the <b>Risk Address / Premises</b> at which <b>You</b> reside on a full-time basis.
<b>Risk address / Premises</b>	means the address of the premises where <b>Your Private Residence Structure</b> and <b>Outbuilding</b> is situated.
<b>Renewal Date</b>	means that the current <b>Policy</b> will expire and be replaced effective from the date shown on <b>Your Schedule</b> . If the <b>Policy</b> is to remain in effect, the <b>Policy</b> must be renewed before the <b>Renewal Date</b> according to the <b>Terms and Conditions</b> agreed.
<b>Section</b>	means <b>Sections 1 to 9</b> listed the index of this <b>Policy</b> which is set out in <b>Part 3</b> hereof and only applies if shown in the <b>Schedule</b> with a related premium and which must be read in conjunction with <b>Part 1</b> and <b>Part 2</b> of this <b>Policy</b> .
<b>Schedule</b>	<p>means the document which sets out the details of the insured risk inclusive of all Sums Insured, covers elected, extension limits and excesses.</p> <p>Where the <b>Schedule</b> contains amendments to the <b>Policy</b> these will override the <b>Policy</b>.</p> <p>For the purpose of this definition, the <b>Schedule</b> will be issued in the following instances:</p> <ol style="list-style-type: none"> <li>1. Inception of a new policy, or</li> <li>2. Renewal of terms, or</li> <li>3. <b>Variation</b>.</li> </ol>
<b>Standard Construction</b>	means the building of which walls are built of brick, stone or concrete and are roofed with slate tiles, concrete, asbestos or metal.
<b>Sum Insured</b>	means the monetary amount of the <b>Insured Property / liability</b> as shown in the <b>Schedule</b> , subject to the limits applicable as well as the contribution where more than one policy applies for the same event
<b>Terms and Conditions</b>	means all the terms, conditions, exclusions, extensions, limitations and all other clauses forming part of this <b>Policy</b> .
<b>The Policy / this Policy</b>	means this document which sets out the <b>Terms and Conditions</b> on which the insurance cover is provided under this <b>Policy</b> .
<b>Theft</b>	means the unlawful taking of another person's property with the intention of depriving them of permanent ownership when it is not accompanied by breaking into or out of a building by actual, visible and forcible means.

<b>Unoccupied</b>	means that the buildings (or individual sections thereof) situated at <b>Your</b> premises at the risk addresses as stated in the <b>Schedule</b> are not occupied by <b>You</b> or other persons authorised by <b>You</b> to occupy such buildings (or sections) for a period of more than 30 days' at any one time.
<b>Vacant</b>	means that the buildings (or individual sections thereof) situated at <b>Your</b> premises at the risk addresses as stated in the <b>Schedule</b> are left empty and / or are unattended and / or such premises are unlawfully occupied. Unless <b>You</b> have previously notified <b>Us</b> and <b>We</b> have specifically agreed to such in writing.
<b>Variation</b>	means any amendment requested by <b>You</b> inclusive of any person acting on <b>Your</b> behalf to effect changes to an item / <b>Section</b> or any amendment which <b>We</b> introduce.
<b>We / Us / Our / the Insurer</b>	means Guardrisk Insurance Company Limited and / or CIB (Pty) Ltd the Underwriting Manager on its behalf.  Guardrisk is a registered Insurer for the purposes of the Short-Term Insurance Act No 53 of 1998 (as amended) and a licensed Financial Services Provider for the purposes of the Financial Advisory and Intermediary Services Act No 37 of 2002 (as amended from time to time) [FAIS].
<b>Water Apparatus</b>	means water tanks, geysers (solar or electrical), solar collectors, heat pumps inclusive of pipes thereto.
<b>You / Your / Yours / Yourself / the Insured</b>	means the names shown in the <b>Schedule</b> as the <b>Insured</b> , inclusive of <b>Your</b> spouse and any other members of <b>Your</b> family or <b>Your</b> spouse's family who normally live with <b>You</b> and who are financially dependent on <b>You</b> and / or as more specifically defined in the specific <b>Sections</b> .  Where reference is made to the <b>Insured</b> , this means the person named in the <b>Schedule</b> , is the owner of the <b>Policy</b> and is responsible for the payment of the premium and is inclusive of each member of their family normally residing with them at the <b>Risk Address</b> as stated on the <b>Schedule</b> .

## TERMS AND CONDITIONS

Certain of the **Terms and Conditions** in the **Policy** are listed in the General Section (Part 2) of the **Policy** and apply to all **Sections**.

Further to the above, there may be **Terms and Conditions** that apply to specific **Sections** only.

In the event of any conflict arising between the **Terms and Conditions** that apply to a specific **Section** and the **Terms and Conditions** that apply to all **Sections**, the **Terms and Conditions** that apply to the specific **Section** will prevail.

It is further noted and agreed that compliance with the **Terms and Conditions** is a condition precedent to **Our** liability under the **Policy**.

## GENERAL CONDITIONS

Subject to the provisions of Section 55 of the Short Term Insurance Act No 53 of 1998 and relevant insurance legislation as it may be amended from time to time:

### 1. MISREPRESENTATION, MISDESCRIPTION AND NON-DISCLOSURE

Any misrepresentation, misdescription or non-disclosure of any **Material Facts** as at the date on which the insurance cover under this **Policy** commences, is renewed or varied will entitle **Us** to void the insurance cover under this **Policy** for:

- 1.1. the particular item, or

- 1.2. the Sub- Section, or
- 1.3. the **Section**, or
- 1.4. this entire **Policy**

For the duration of the **Policy**, **You** continue to have an ongoing obligation to disclose to us any new or change in any **Material Facts**. **You** must inform **Us** immediately of any change in the risk covered by this **Policy**.

Any misrepresentation, misdescription or non-disclosure of any **Material Facts**, will entitle **Us** to reject any claim under this **Policy**.

## 2. OTHER / DUAL INSURANCE

2.1. Subject to the principle that insurance is not intended to place **You** in a better position than **You** were in before a claim or event giving rise to a claim and if at claims stage or after settlement of a claim **We** find that **You** were insured against the same cover provided for by a different insurance provider, then **We** have the option to:

- 2.1.1. pay the full claim and arrange with the other insurance provider to be compensated for their rateable proportion, or arrange with the other insurance provider to each pay their rateable proportion due by each within a reasonable time,
- 2.1.2. refund premiums in accordance with the respective rateable proportion of the risk, where appropriate.

If any such other insurance is subject to any Condition of Average (“under insurance”) then this **Policy**, if not already subject to Conditions of Average (“under insurance”), will be subject to the application of Average (“under insurance”) in a likewise manner.

2.2. Should **You** be entitled to compensation through any other Act / fund then **We** will reserve the right to adjust **Our** settlement in accordance therewith.

## 3. CANCELLATION

This **Policy** or any **Section** and / or part may be cancelled at any time by:

- 3.1. **Us** giving **You** 31 days’ notice in writing or such other period as may be mutually agreed and / or otherwise prescribed by this **Policy**,
- 3.2. by **You** giving immediate notice,
- 3.3. **Us** giving immediate notice due to misrepresentation, misdescription and non-disclosure of **Material Facts**, a material change in risk or fraudulent, wilful, deliberate or reckless acts.

When **You** cancel, **We** will be entitled to retain the customary short period or minimum premium for the **Annual Period** or the period that a **Section** has been in force. When **We** cancel, **You** will be entitled to claim a pro rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to the cancellation not being due to (3.3.) above.

## 4. POLICY PERIOD

### 4.1. Monthly

- 4.1.1. The initial period of a Monthly **Policy** is as shown on the **Schedule** and commences from the **Inception Date** and continues until the last day of that calendar month in which the **Inception Date** occurs.
- 4.1.2. Thereafter, the **Period of Insurance** will be one calendar month and will run monthly until the **Renewal Date** reflected in the **Schedule**.
- 4.1.3. Once renewal of **Your Policy** is mutually agreed the **Policy** will run monthly as indicated in (4.1.1.) and (4.1.2.) until the next **Policy** Renewal.

### 4.2. Annual

- 4.2.1. The initial period of an Annual **Policy** is as shown on the **Schedule** and commences from the **Inception Date** and continues to the last day of the month preceding the **Renewal Date** reflected in the **Schedule**.
- 4.2.2. Thereafter, the **Period of Insurance** will be for 12 months and will run until the **Renewal Date** reflected in the **Schedule**.

4.2.3. Once Renewal of **Your Policy** is mutually agreed the **Policy** will run annually as indicated in (4.2.1.) and (4.2.2.) until the next **Policy** Renewal.

## 5. PAYMENT OF PREMIUM

Premium is payable on or before the commencement date or renewal date, as the case may be, of **Your Policy**. **We** will not be obliged to accept premium tendered after the **Inception Date** or **Renewal Date** as the case may be but do so upon such terms as **We**, at **Our** sole discretion, may determine.

### 5.1. Debit Orders

**We** will allow **You** to choose a date for **Your** insurance premium to be collected from **Your** bank. The dates available are the 1st, 7th or 15th of each month (called **Your** debit order collection date). On this date (or the closest working day to it), the monthly premium will be debited, by **Our** collection agency, from **Your** bank account.

It is important to remember that **Your** account needs to have enough funds available in order for the debit order not to return unpaid.

### 5.2. Ad-Hoc premiums

It is important to remember that **We** also collect ad-hoc premiums, unless otherwise agreed, where a new **Policy** has been activated or an amendment / addition has been made to **Your Policy** that created an outstanding Debit amount.

The ad-hoc premium collection from **Your** bank account may not necessarily co- inside with **Your** selected Debit Order Collection Date – as explained above.

Therefore, any ad-hoc premium in excess of R100.00 will be collected by way of an ad-hoc collection within 7 days from the date of inception or amendment / addition.

Example:

**You** activate **Your** new policy with **Us** on the 1st of the month, however, **You** selected a debit order collection date of the 15th of every month. Since **We** collect ad-hoc premiums 7 days after the activation of a new policy, **Your** first premium for **Your** new policy will be collected BEFORE the 15th of the month.

### 5.3. Cooling Off Period

#### Definitions

For the purpose of this **Cooling Off Period** Clause, the below mentioned definitions apply:

<b>Cooling Off Period</b>	<p>means:</p> <ol style="list-style-type: none"> <li>1. 14 days from the date that <b>You</b> receive <b>Your Schedule</b> and <b>Policy “Policy Contract”</b> by the means elected by <b>You</b> to receive correspondence, or</li> <li>2. 14 days from when it can be reasonably expected that <b>You</b> received <b>Your Policy Contract</b> whichever period occurs later.</li> </ol> <p>Unless <b>You</b> can substantiate to <b>Our</b> satisfaction that the <b>Policy Contract</b> was received during a period which would prevent <b>You</b> from exercising <b>Your</b> right to the <b>Cooling Off Period</b> defined in (1.) above, the term “reasonably expected” will not exceed a period of 30 days from inception / renewal / variation (as the case may be), of the <b>Policy Contract</b>.</p>
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**You** may cancel **Your Policy** in writing during the **Cooling Off Period** after inception of a new **Policy**, or after renewal of a **Policy**, or after **Your** request to vary the **Policy**.

If **You** decide to cancel **Your Policy** within the **Cooling Off Period**, then the premium paid from the date of inception, or renewal, or **Variation** will be refunded to **You**, subject to the deduction of the cost of any risk cover enjoyed during this period.

**Please note:**

The **Cooling Off Period** does not apply and cannot be exercised by **You**:

1. if an event which may result in a claim has occurred during the 14 (fourteen) day period, or
2. if a claim has been made, or
3. if a claim has been registered, or
4. where any amount has already been paid in terms of the **Policy**.

5.4. **Unpaid Premiums**

**We** need to receive premium in order for **Your** cover to remain active. If the premium continues to be unpaid, and **You** do not contact **Your** insurance broker, **Your Policy** may be cancelled.

In the event of 2 unpaid debit orders no further debits will be deducted from **Your** bank account and cover will cease.

5.5. **Continuation of cover (where premium is payable by bank debit order or by transmission account)**

The premium is due in advance and, if it is not received by **Us** by the due date, this insurance will be deemed to have been cancelled at:

- 5.5.1. midnight on the last day of the preceding **Policy Period**; unless the Policyholder Protection Rules apply to **You** (please refer to (5.6.1.) – Monthly Debit Payments below)
- 5.5.2. **You** can show **Us** that failure to make payment was an error on the part of **Your** bank or other paying agent.

Due date will be the first day of every calendar month where premium is payable monthly, and the first day of:

- 5.5.3. each 3<sup>rd</sup>,
- 5.5.4. each 6<sup>th</sup>, or
- 5.5.5. each 12<sup>th</sup> calendar month following inception where premium is payable quarterly, half-yearly or annually.

5.6. **Monthly Debit Payments**

**You** must pay **Your** monthly premium by debit order. **We** will present **Your** debit order to **Your** paying agent on the date reflected in the **Schedule**.

5.6.1. The premium is payable in advance and must be paid on the due date which is the first day of every month or as otherwise agreed.

- 5.6.1.1. The **Policy** is automatically renewed for a further month every time **You** pay the premium which must be paid on the due date.
- 5.6.1.2. Non-payment of the premium in the month of inception (in the first month), for whatever reason, will result in the **Policy** being voided from the date of inception.
- 5.6.1.3. If the Policyholder Protection Rules apply to **You**, if **We** do not receive the premium by the due date, as shown in the **Schedule** then:
  - 5.6.1.3.1. **You** will be entitled to a grace period of 15 days after the due date (except in the first month of insurance) in which to pay the premium. If the premium is unpaid and only if the reason is due to “insufficient funds” and for no other reason, it will remain payable and **We** may:
    - 5.6.1.3.1.1. recollect by way of an Ad Hoc collection, or
    - 5.6.1.3.1.2. submit two debit orders at the next request for payment, in respect of the unpaid debit order as well as the normal one for the new month.
  - 5.6.1.4. In the event that either the recollection is unsuccessful (and the 15 day grace period has lapsed) or the next two debit orders are unsuccessfully collected, the **Policy** will automatically be cancelled.

- 5.6.1.4.1. **We** will not pay a claim if it occurs after 15 days of the due date and the outstanding premium has not been paid within that 15 day period or
- 5.6.1.4.2. if any claim arises during the period where the premium has been unpaid and outside of the time period referred to in (5.6.1.3) above, **We** will not be required to pay / entertain any claim.

#### 5.6.2. Yearly payment in cash

If according to the **Schedule** this is an annual **Policy**, this **Policy** is then valid for one year.

- 5.6.2.1. The **Policy** may be renewed on the Renewal Date indicated on the **Schedule** if **You** pay the premium on or before the Renewal Date. This Renewal Date will be the due date for payment of the premium.
- 5.6.2.2. If **We** do not receive the premium on the due date, or within 15 (fifteen) days thereafter, for whatever reason, the **Policy** will automatically lapse and there will be no cover from the date of renewal.
- 5.6.2.3. If **We** did not receive the premium in the month of inception (in the first month), for whatever reason, the **Policy** will void from the first inception date.
- 5.6.2.4. If there is a total loss during the **Annual Policy Period**, the premium remains due to **Us** and is therefore not refundable.

#### 5.7. No premium refund after maximum compensation (applicable to annual policies only)

If **We** indemnify **You** for a claim up to the total **Sum Insured** or limit of compensation or value of the item claimed, then **We** will not refund premium to **You** for the remainder of the **Policy Period** for that event or item. (Applicable to Annual policies or items where special terms have been imposed separately)

## 6. DUTY TO TAKE REASONABLE STEPS AND PRECAUTIONS

**You** must at all times and at **Your** own expense, take all reasonable steps and precautions in:

- 6.1. maintaining the **Insured Property** in good condition and repair,
- 6.2. safeguarding the **Insured Property** and ensuring that every item is afforded a level of care and protection commensurate with its value,
- 6.3. preventing or minimising the risk of any claim under this **Policy**, inclusive of but not limit to, compliance with and adherence to any laws or regulations which are material to the risk, and
- 6.4. minimising or mitigating the extent of any claim under this **Policy**, after an event occurs which may result in such a claim.

The expenses incurred by **You** in compliance with **Your** duty as set out above will not be recoverable under this **Policy** unless they are specifically stated to be so included.

For this Condition, the term **You** is inclusive of any person representing **You** or acting on **Your** behalf or with **Your** authority.

If **We** allege that **You** have failed to comply with **Your** duty as set out above, the onus of proving the contrary will rest upon **You** and **We** are entitled to reject **Your** claim.

## 7. CLAIMS

### 7.1. Notice

When an event happens, which may result in a claim under this **Policy**, then **You** must do the following at **Your** own expense or **You** will forfeit **Your** right to so claim:

7.1.1. **You** must notify **Us** as soon as reasonably possible after the event but not later than 30 days after the occurrence thereof and provide **Us** with:

- 7.1.1.1. full written details of the event as well as all supporting documentation / evidence pertaining to the potential claim under this **Policy**, and



- 7.1.1.2. details of any other insurance policy which may also provide insurance cover for the event.
- 7.1.2. **You** must supply **Us** with such proofs, information, proof of ownership, value of items concerned and / or sworn statements not later than 14 days after **We** have requested it.
- 7.1.3. **You** must report to the police:
  - 7.1.3.1. within 48 hours, or as soon as reasonably possible, any crime and take all reasonable steps to discover the guilty party and to recover any property,
  - 7.1.3.2. within 24 hours, any accident which occurs on a public road.

Claim forms are readily available and can be obtained from **Your** insurance broker or from **Our** webpage [www.cib.co.za](http://www.cib.co.za).

## 7.2. **Liability**

- 7.2.1. **You** must immediately forward to **Us** any notice of claim or any demand, or any communication, writ, summons (whether civil or criminal) and /or other legal process, inquiry, investigation or inquest to **Us** in connection with any claim against **You** or the event that may give rise to a claim in terms of this **Policy**.
- 7.3. No admission, statement, offer, settlement negotiations, promise, payment or indemnity whether verbal or written, will be made by **You** to any party whatsoever without **Our** written consent.
- 7.4. **You** agree to not accept any payment(s) of whatsoever nature from any third party or other person regarding any claim without **Our** written consent.
- 7.5. If **You** fail to adhere to the aforesaid or commit any of the prohibited actions as aforesaid, then **You** may lose all benefits under this **Policy** and / or be required to repay **Us** any benefit that **You** have received.
- 7.6. **Settlement of Claims**
  - 7.6.1. **We** decide whether **We** want to settle **Your** claim for loss or damage by repairing or replacing or by paying the replacement value (or a combination of the three) less the value of the damaged property, but subject always to the limit of indemnity stated in the **Schedule / Annexure**.
  - 7.6.2. Whether **We** decide to pay, reinstate, replace, or repair, **We** will not be obliged to do so exactly, but only as the circumstances reasonably allow. The principle of indemnity applies to putting **You** in a position equal to what **You** were in, taking all factors into account, but not better or more extensive. **You** cannot profit from a claim, receive double payment or enrich **Your** financial position.
  - 7.6.3. Before, **We** finalise or settle any claim under this **Policy**, **We** may require **You** to sign an agreement of loss.
  - 7.6.4. **We** are entitled to take over and conduct, in **Your** name, the defence or settlement of any claim being made against **You** and will have full discretion in the conduct of any proceedings and in the settlement of any claim against **You** and **You** will give **Us** all such information and assistance as **We** may reasonably require. **We** may at any time pay to **You** the limit of indemnity applicable to any claim being made against **You** or any lesser amount for which **We** can settle such claim and **We** will then have no further liability under this **Policy** in relation to such claim.
  - 7.6.5. All claims will be paid by means of Electronic Funds Transfer (EFT) and all cash settlements will be paid into the account from which the **Policy** premium has been paid unless specifically agreed otherwise by **Us**.

## 8. **OUR RIGHTS AFTER AN EVENT AND SUBROGATION**

- 8.1. On the happening of any event in respect of which a claim is or may be made under this **Policy**, **We** and every person authorised by **Us**, without thereby incurring any liability and without diminishing **Our** rights to rely upon any **Terms and Conditions** of this **Policy**, **We** have the right to:
  - 8.1.1. take, enter or keep possession of any property being the subject of a claim and deal with it in any reasonable manner,
  - 8.1.2. **You** may not dispose of any such property without **Our** consent. This Condition will be evidence of **Your** leave and licence to **Us** to do so. **You** will not be entitled to abandon any property to **Us** whether taken possession of by **Us** or not,
  - 8.1.3. take over and conduct in the defence or settlement of any claim and institute action in **Your** name for **Your** benefit any claim whether for indemnity or otherwise and **We** will have full discretion in the conduct of any proceedings and in the settlement of any claim,

- 8.1.4. in respect of any claim for injury under this **Policy** where such cover is granted, **You** are required to provide all certifications, medical records and reports, information and evidence required by **Us** at **Your** expense, and any injured person will as often as required by **Us** submit to medical examination at **Our** expense. **We** will in the case of death be entitled to have a post mortem examination performed,
- 8.1.5. **You** must do or allow **Us** to do, at **Our** expense, everything that may be necessary, or reasonably required by **Us**, for the purpose of imposing any rights and remedies alternatively obtaining relief or indemnity from other parties to which **We** become entitled or subrogated upon paying for or making good any claim under the **Policy**, whether such acts or things will be or become necessary or required before or after the indemnification by **Us**, to enforce the right to claim on **Your** behalf and in **Your** name. If **You** fail to adhere to the aforesaid, then **You** may lose all benefits under this **Policy** and / or be required to repay **Us** any benefit that **You** have received,
- 8.1.6. in respect of any **Section** of this **Policy** under which indemnity is provided for liability to third parties, **We** may upon the happening of any event, pay **You** the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and **We** will thereafter not be under further liability in respect of such event.
- 8.1.7. When **We** settle a claim, then **Your** rights to claim against other people are automatically transferred to **Us**.

## 9. CORRECTIVE ACTION

**We** may after a claim review the terms of this **Policy** with due consideration of any notice period required.

## 10. PRESCRIPTION PERIODS (TIME LIMITS)

- 10.1. No claim under this **Policy** (other than claims under **Section 7: Personal Accident** ) will be payable after the expiry of 12 months or such further period as **We** may, in writing, allow, from the date of the happening of the event which resulted in such claim unless the claim is the subject of pending legal action or is a claim in respect of **Your** legal liability to a third party.
- 10.2. Once **We** inform **You** of **Our** decision on any claim under this **Policy** (whether it is a rejection, a partial rejection, the dispute about the quantification of the claim or otherwise) **You** will have 90 days to make representations to us about **Our** decision. Following the expiry of the 90 day period and irrespective of whether representations have been made during this period, **You** will have 180 days within which to serve legal action on **Us**, failing which **Your** right to challenge the decision is forfeited and **You** will have no further claim or recourse against **Us**.

## 11. NON CO-OPERATION FOLLOWING A CLAIM

**You** must submit all forms and documentation requested by **Us** to enable **Us** to verify and investigate **Your** claim or an event that may result in a claim.

Failure by **You** to comply with **Our** reasonable requests and with the provisions of the **Claims** conditions may result in the rejection of such claim. **You** will be responsible for the costs incurred in **Our** attempts to process such claim.

## 12. RECOVERY

- 12.1. If, after payment of a claim in respect of lost or stolen property, such property is located or recovered, **You** will render all assistance and cooperation in the identification and in the physical recovery and safe keeping of such property.
- 12.2. **We** will pay for the reasonable cost in identifying such property.
- 12.3. Failure to assist **Us** in the recovery and safe keeping of such property will result in **You** becoming legally liable to repay **Us** all payments and expenses in respect of the claim.
- 12.4. If the property was successfully recovered then **We** will be the rightful owner of the property.

## 13. AMOUNTS PAYABLE BY YOU

**You** will be liable for the Excess amount.

The "Excess" is the amount **You** must pay before **We** settle any claim. The **Schedule / Annexure / Policy** will show whether an Excess applies. If the Excess is based on a percentage of the loss or damage, the percentage will be applied to the gross amount of the loss or damage that has occurred.

- 13.1. A basic Excess is payable on each and every claim unless indicated otherwise on the **Schedule / Annexure**.
- 13.2. Where a claim arises under more than one **Section** of this **Policy**, the Excess payable by **You** for each and every **Section** will apply. Where more than one Excess is payable by **You**, under a specific **Section**, only the largest Excess will apply – unless indicated otherwise on the **Schedule / Annexures**.
- 13.3. An additional Excess may be applicable if indicated in the **Schedule**. The total Excess will be calculated by adding together the basic and additional Excesses and then deducting the sum of these Excesses from the gross claim amount. Additional Excesses mean voluntary as well as compulsory Excesses such as age Excess or similar Excesses stated in the **Schedule**.

#### 14. **FRAUDULENT, WILFUL, DELIBERATE OR RECKLESS ACTS**

All rights of indemnity under the **Policy** will be forfeited if any claim is:

- 14.1. in any respect fraudulent; or
- 14.2. if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf or with **Your** knowledge, or consent to obtain any benefit under this **Policy**; or
- 14.3. information or documents in support of a claim, whether created by **You** or on **Your** behalf is not true, is not complete or is fraudulent, or
- 14.4. if any event is occasioned by **Your** wilful, deliberate or reckless acts or participation, or
- 14.5. the quantum of a claim is deliberately exaggerated by **You** or anyone acting on **Your** behalf.

**We** will be entitled to cancel **Your Policy** with immediate effect in all instances of fraudulent, wilful, deliberate, or reckless acts.

#### 15. **REINSTATEMENT OF COVER AFTER LOSS**

**(not applicable to any Section where it is stated to be not applicable)**

In consideration of sums insured not being reduced where appropriate by the amount of any loss, **You** will pay additional premium on the amount of the loss from the date thereof or from the date of reinstatement or replacement (whichever is the later) to expiry of the **Period of Insurance**.

#### 16. **BREACH OF CONDITIONS**

The Conditions of this **Policy** and **Sections** thereof will apply individually to each of the risks insured and not collectively to them so that any breach of or non-compliance with any Condition of this **Policy** will render voidable the **Section** or item only in respect of the risk to which the breach applies.

#### 17. **NO RIGHTS TO OTHER PERSONS - UNLESS OTHERWISE PROVIDED:**

- 17.1. Nothing in this **Policy** will give any rights to any person other than **Yourself**.
- 17.2. Any extension providing indemnity to any person other than **Yourself** will not give any rights of claim to such person, the intention being that **You** will claim on behalf of such person.
- 17.3. Receipt by **You** will in every case be full discharge by **Us**.

#### 18. **CONSTRUCTION REQUIREMENTS, STATUTORY LAWS AND MAINTENANCE**

**You** warrant that **You** comply with all laws, regulations, by-laws and rules insofar as they apply to **You** or for any other cover provided in this **Policy**.

It is a Condition of this **Policy** that any construction on **Your Insured Property** conforms to all relevant laws of the Republic of South Africa inclusive of laws and / or regulations of countries that fall within the approved territorial limits of this **Policy** for example, National building regulations, NHBRC regulations, municipal by-laws (however not limited to these examples).

18.1. **We** require that:

- 18.1.1. **You** comply with all the relevant laws, by-laws, statutory regulations and best practises that may be applicable to **You**.
- 18.1.2. Buildings and structures must be built in accordance with the relevant legislation to which it is subject.
- 18.1.3. **You** maintain buildings and service all tools, machinery and equipment used in a sufficient condition according to the manufacturer's specifications to ensure that they are in a proper working condition at all times.

- 18.1.4. All generators, gas, electric fences and other similar electrical installations be performed by qualified personnel and **You** must receive a certificate of compliance for all of these installations and others that are required by law.

**We** may require that **You** provide evidence in support of the above requirements it being understood that **Your** failure to comply with the regulations and / or laws construction requirements, statutory laws and maintenance may result in **Your** claim not being paid.

#### **19. ILLEGAL USE AND / OR OCCUPATION OF INSURED PROPERTY**

In the event of any occupation of or use of **Your** premises that results directly or indirectly from the contravention of any laws of the Republic of South Africa inclusive of laws and / or regulations of countries that falls within the approved territorial limits of this **Policy**, for example: public policy, municipal by-laws (however not limited to these examples) will result in cover being suspended from the date of such occupation or use.

If **We** allege that, by reason of illegal use and / or occupation of **Insured Property**, loss or damage is not covered the burden of proving the contrary will rest upon **You**.

#### **20. CONFISCATION AND FORFEITURE**

**We** will not be liable for any loss, damage, costs or expenses directly or indirectly arising from detention, seizure, confiscation, forfeiture, impounding or requisition carried out by customs, SA Police Services, Crime prevention units or other duly authorised / lawfully constituted officials or authorities.

#### **21. LAW AND LEGAL JURISDICTION**

21.1. **We** will not be liable for any loss, damage, costs or expenses directly or indirectly arising from the non- adherence to applicable laws, regulations, rules / regulations of governing bodies, by-laws or rules of the Republic of South Africa.

21.2. This **Policy** will be governed by and interpreted in accordance with the laws of South Africa.

21.3. All disputes arising out of or in connection with this **Policy** will fall to the exclusive jurisdiction of the Courts of the Republic of South Africa.

#### **22. COVER PROVIDED BY THIS POLICY**

No cover will be provided if the premium for this **Policy** has not been received as mentioned under General Condition headed **Payment of Premium**.

No cover will be provided under this **Policy** or any **Section** if either the insured amount or the limit of compensation shown in the **Schedule**:

22.1. has no monetary amount next to it or is left blank, or

22.2. has been filled in as "nil", or

22.3. has been filled in as "not applicable".

#### **23. AUTOMATIC INCREASE MARGIN**

The sums insured under **Section 1: Homeowners** and **Section 2: Household Contents** will be increased automatically on the **Renewal Date** shown in **Your Schedule**.

This does not relieve **You** of **Your** responsibility to ensure that the sums insured represent the full replacement value of the property at all times.

Should a claim arise during the period but prior to the next **Renewal Date** shown in **Your Schedule**, the sums insured of the above will be proportionally increased in relation to the **Annual Period**.

#### **24. WARRANTIES / NOTES / ENDORSEMENTS**

Cover is subject to the warranties as stated in the **Schedule and / or Annexure** to the **Schedule**.

24.1. A warranty is a statement or a condition which is an essential element of the contract and which therefore determines the validity of the contract. It must consequently be strictly observed and complied with.

24.2. If **You** fail to comply with warranties, or if **You** provide incorrect facts, it may result in a claim being rejected, or the **Policy** being cancelled from that date or later.

## 25. TERRITORIAL LIMITS

Unless stated otherwise in the **Policy Sections / Schedule and / or Annexure** the territorial limits are noted as:

- 25.1. The Republic of South Africa,
- 25.2. Namibia,
- 25.3. Botswana,
- 25.4. Lesotho,
- 25.5. Kingdom of Eswatini,
- 25.6. Zimbabwe,
- 25.7. Malawi,
- 25.8. Mozambique, and
- 25.9. Zambia.

## 26. RESPONSIBILITIES OF OTHERS

**You** warrant that **You, Your** employees, nominated drivers, any resident or user of any **Insured Property** or any other person or entity over which **You** exercise control, will comply with the **Terms and Conditions** contained in the **Policy / Schedule / Annexure** as the case may be and agree that in the absence of such compliance, **We** may be entitled to void the entire **Policy**, a **Section** of the **Policy** or an item insured in terms of the **Policy** or reject any claim under this **Policy**.

## 27. SUSPENSION OF INSURANCE COVER

**We** may at **Our** option (subject to the **General Condition** headed **Cancellation**) suspend cover relative to any **Section** of the **Schedule** to this **Policy** inclusive of but not limited to:

- 27.1. **You** failing to comply with any statutory or building requirement to which this **Policy** is subject,
- 27.2. any condition to which the **Policy** may be subject to in writing or endorsement by **Us** and thereafter directed to **You** or an appointed representative of **Yours**.

## GENERAL EXCLUSIONS

No cover is provided in terms of the following:

### 1. WAR, RIOT AND TERRORISM

- 1.1. This **Policy** does not cover loss of or damage to property related to or caused by:
  - 1.1.1. civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing,
  - 1.1.2. war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not) or civil war,
  - 1.1.3.
    - 1.1.3.1. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege,
    - 1.1.3.2. insurrection, rebellion, or revolution,
  - 1.1.4. any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence,
  - 1.1.5. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective, or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any Section thereof,
  - 1.1.6. any attempt to perform any act referred to in clause (1.1.4.) or (1.1.5.) above,
  - 1.1.7. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (1.1.1.), (1.1.2.), (1.1.3.), (1.1.4.), (1.1.5.) or (1.1.6.) above.

If **We** allege that, by reason of clause (1.1.1.), (1.1.2.), (1.1.3.), (1.1.4.), (1.1.5.) or (1.1.6.) of this Exclusion, loss or damage is not covered by this **Policy**, the burden of proving the contrary will rest with **You**.

- 1.2. This **Policy** does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this **Policy** applies.
- 1.3. Regardless of any provision of this **Policy** inclusive of any Exclusion or Extension or other provision not included herein which would otherwise override a General Exclusion, this **Policy** does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General Exclusion (1.3.) an act of terrorism is inclusive of, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes inclusive of any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any Section thereof.

If **We** allege that, by reason of clause (1.3.) of this Exclusion, loss or damage is not covered by this **Policy**, the burden of proving the contrary will rest with **You**.

## 2. NUCLEAR RISKS

### DEFINITIONS

For the purpose of this exclusion the below mentioned definitions bear reference and apply:

<b>High Radioactivity Zone or Area</b>	means: <ol style="list-style-type: none"> <li>1. for nuclear power stations and <b>Nuclear Reactors</b>, the vessel or structure which immediately contains the core (inclusive of its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and</li> <li>2. for non-reactor <b>Nuclear Installations</b>, any area where the level of radioactivity requires the provision of a biological shield.</li> </ol>
<b>Nuclear Material</b>	<b>Nuclear Fuel</b> , other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of <b>Nuclear Fission</b> outside a <b>Nuclear Reactor</b> , either alone or in combination with some other material; and <b>Radioactive Products or Waste</b> .
<b>Nuclear / Radioactive Products / Waste</b>	means: <ol style="list-style-type: none"> <li>1. any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of <b>Nuclear Fuel</b> but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose, and</li> <li>2. radioactive products / waste as stated in (1.) above.</li> </ol>
<b>Nuclear Installation</b>	means: <ol style="list-style-type: none"> <li>1. any <b>Nuclear Reactor</b>,</li> <li>2. any factory using <b>Nuclear Fuel</b> for the production of <b>Nuclear Material</b>, or any factory for the processing of <b>Nuclear Material</b>, inclusive of any factory for the reprocessing of irradiated <b>Nuclear Fuel</b>, and</li> <li>3. any facility where <b>Nuclear Material</b> is stored.</li> </ol>
<b>Nuclear Reactor</b>	means any structure containing <b>Nuclear Fuel</b> in such an arrangement that a self-sustaining chain process of <b>Nuclear Fission</b> can occur therein without an additional source of neutrons.

<b>Nuclear Fission</b>	means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.
<b>Nuclear Fusion</b>	means a nuclear reaction in which atomic nuclei of low atomic number fuses to form a heavier nucleus with the release of energy.
<b>Nuclear Radiation</b>	means the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.
<b>Nuclear Fuels</b>	means a substance that will sustain fission chain reaction so that it can be used as a source of nuclear energy.
<b>Nuclear Explosives</b>	means an explosive involving the release of energy by <b>Nuclear Fission</b> or <b>Nuclear Fusion</b> , or both.
<b>Nuclear Weapon</b>	means a nuclear device designed, used or usable for inflicting bodily harm or <b>Property</b> damage.
<b>Production, Use or Storage of Nuclear Material</b>	means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling, and disposal of <b>Nuclear Material</b> .
<b>Property</b>	For the purpose of this exclusion: means all land, buildings, structures, plant, equipment, vehicles, contents (inclusive of but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

2.1. this **Policy** does not cover:

- 2.1.1. loss or destruction of or damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss,
- 2.1.2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from ionising radiations or contamination by radio-activity from any **Nuclear Fuel** or from any **Nuclear Waste** from the combustion of **Nuclear Fuel**.

For the purpose of this Exclusion only, combustion will be inclusive of any self-sustaining process of **Nuclear Fission**.

2.2. the indemnity provided by this **Policy** will not apply to nor be inclusive of any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from **Nuclear Weapons** material.

Regardless of any other cause or event contributing concurrently or in any other sequence to the loss this **Policy** does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to, by or arising from:

- 2.2.1. ionising radiation or contamination by radio-activity from any **Nuclear Fuel** or from any **Nuclear Waste** from the combustion or use of **Nuclear Fuel**,
- 2.2.2. **Nuclear Material, Nuclear Fission or Nuclear Fusion, Nuclear Radiation,**
- 2.2.3. **Nuclear Explosives** or any **Nuclear Weapon**,
- 2.2.4. **Nuclear Waste** in whatever form.

For the purpose of this Exclusion only, combustion will be inclusive of any self-sustaining process of **Nuclear Fission**.

### 3. **CYBER LOSS LIMITED EXCLUSIONS CLAUSE (LMA5410) 01/01/2023**

General Exclusion applicable to all **Sections** of this **Policy** insuring loss of or damage to property or the consequences of damage to property or any liability.

For the purpose of this exclusion the below mentioned definitions bear reference and apply:



<b>Cyber Incident</b>	<p>means:</p> <ol style="list-style-type: none"> <li>1. unauthorised or malicious acts regardless of time and place, or the treat or hoax thereof,</li> <li>2. <b>Malware</b> or any <b>Similar Mechanism</b>,</li> <li>3. operator or programming error whether by <b>You</b> or anyone else,</li> <li>4. any unintentional or unplanned outage (totally or partially) or any malfunction of <b>Your Computer System</b>,</li> </ol> <p>affecting access to, processing of, use of or operation of any <b>Computer System</b> or any <b>Data</b> by any person.</p>
<b>Computer System</b>	<p>means:</p> <ol style="list-style-type: none"> <li>1. any computer, hardware, software, communications system, electronic device (inclusive of, but not limited to, smart phones, laptops, tablets, wearable devices), server, cloud, or</li> <li>2. microcontrollers inclusive of any similar system or any configuration of the aforementioned, and inclusive of any associated input, output, data storage device, networking equipment or back up facility owned or operated by <b>You</b> or any other party.</li> </ol>
<b>Data</b>	<p>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 <b>Computer System</b>.</p>
<b>Insured Perils</b>	<p>means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.</p>
<b>Malware and Similar Mechanism</b>	<p>means any programme code, programming instruction or other set of instructions constructed with the purpose or ability to damage, interfere with or otherwise adversely affect <b>Computer Systems</b>, computer programmes, data files, <b>Data</b> or operations (inclusive of but not limited to Virus, Trojan Horse, Logic Bombs or Denial of Service Attack.</p>
<b>Time Element Loss</b>	<p>means business interruption, contingent business interruption or any other consequential losses.</p>

Regardless of any provision of this **Policy** inclusive of any endorsement, exclusion, exception or extension or other provision not included herein which would otherwise override a General Exclusion, this **Policy** does not cover:

- 3.1. any loss, damage, legal liability, cost, expense fines, penalties or **Time Element Loss** of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
  - 3.1.1. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**, unless subject to the provisions of paragraph (3.2),
  - 3.1.2. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, inclusive of any amount pertaining to the value of such **Data**.
  - 3.1.3. a **Cyber Incident**.
- 3.2. This General Exclusion will not apply to accidental, physical, sudden and unforeseen damage to and / or loss or destruction of the **Insured Property** (excluding **Data**) caused by an **Insured Peril** directly occasioned due to a **Cyber Incident**, however **Time Element Loss** resulting therefrom remains excluded.

If **We** allege that loss or damage is not covered by this **Policy**, the burden of proving the contrary will rest with **You**.



#### 4. **ASBESTOS EXCLUSION**

Applicable to **Section 8**: Personal Liability and **Section 9**: Supplementary Liability of this **Policy**.

Regardless of any provision stated in this **Policy** inclusive of any Exclusion, Extension or other Provision which would otherwise override a General Exclusion, this **Policy** does not cover any legal liability, loss, damage, cost, or expense whatsoever, or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos, in whatever form or quantity.

#### 5. **GUARANTEES AND WARRANTIES**

Subject to the basis of indemnification of each **Section**, in the event of accidental physical and unforeseen damage by an event indemnified in terms of the cover provided to the **Insured Property** which is still the subject of a supplier's / manufacture's guarantee or warranty, in repairing such property, all reasonable steps will be taken to preserve the residual guarantee or warranty or, when replacing or reinstating, to do so with a residual and comparable guarantee or warranty remaining in place.

Provided that:

- 5.1. the total amount recoverable will not exceed the **Sum Insured** or limit of indemnity of the particular **Section** or item as the case may be, and
- 5.2. **We** will not be liable for any loss of such benefit due to the fact that **We** had to inspect such property or the internal components or for purposes of carrying out a repair, where no damage is done to the property due to the repair.

#### 6. **CONSEQUENTIAL OR INDIRECT DAMAGE AND / OR LOSS**

Subject to the basis of indemnification of each **Section**, **We** will not provide cover to **You** for consequential or indirect loss or damages of any kind or description whatsoever, inclusive of loss of market value or depreciation other than those specifically stated to be included in this **Policy** or where **We** have agreed otherwise.

#### 7. **MATERIAL DAMAGE AND / OR LOSS**

This **Policy** does not cover loss (consequential or otherwise) or damage directly or indirectly arising out of, caused by attributed to or resulting from:

- 7.1. wear and tear,
- 7.2. depreciation,
- 7.3. electrical or mechanical breakdown,
- 7.4. rust,
- 7.5. corrosion,
- 7.6. mildew,
- 7.7. moth,
- 7.8. vermin,
- 7.9. insects,
- 7.10. domestic pets,
- 7.11. any gradually operating cause,
- 7.12. process of dyeing,
- 7.13. cleaning,
- 7.14. renovating,
- 7.15. the action of light or atmospheric conditions.

#### 8. **FRAUDULENT SCHEME, TRICK, DEVICE OR FALSE PRETENCE**

This **Policy** does not cover loss or damage directly or indirectly arising out of, caused by attributed to or resulting from:

- 8.1. any fraudulent scheme, trick, device, or false pretence practiced on **You** or any person acting on **Your** behalf (or any person having custody of **Your** property) or

- 8.2. fraud, or
- 8.3. the dishonesty of any of **Your** employees, principals, or agents.

**9. PRE-EXISTING LOSS / DAMAGE**

This **Policy** does not cover pre-existing losses and / or damage to any **Insured Property**.

**10. COMMUNICABLE DISEASE EXCLUSION (CIB) 01/01/2023**

For the purpose of this **Communicable Disease** Exclusion the following definition terms bear reference and apply:

<b>Authority</b>	<p>means:</p> <ol style="list-style-type: none"> <li>1. World Health Organization,</li> <li>2. any appropriate Local, National, Governmental, or International Body, Agency, or State approved Authority.</li> </ol>
<b>Communicable Disease</b>	<p>means:</p> <ol style="list-style-type: none"> <li>1. any disease which can be transmitted by means of any substance or agent from any organism to another organism where:             <ol style="list-style-type: none"> <li>1.1. the substance or agent is inclusive of but is not limited to, any infectious or contagious disease, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not (or whether asymptomatic or not), and</li> <li>1.2. the method of transmission, whether direct or indirect, is inclusive of but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and</li> <li>1.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.</li> </ol> </li> </ol>
<b>Claim</b>	<p>means (for the purpose of this exclusion, inclusive of but not limited to):</p> <ol style="list-style-type: none"> <li>1. the imposition of quarantine or the restriction in movement of people, animals, or goods by any <b>Authority</b>,</li> <li>2. any travel advisory or warning being issued by any <b>Authority</b>,</li> <li>3. any public utilities or telecommunication services being interrupted or suspended (whether temporarily or permanently),</li> <li>4. any action / prohibition / restriction issued by any <b>Authority</b> or promulgated by law, inclusive of but not limited to the prevention or restriction of access to, or use of premises / buildings / facilities or the inference with the <b>Business</b>,</li> <li>5. any loss due to interruption to or interference with the <b>Business</b>,</li> <li>6. any action taken in preventing, containing, controlling, or dealing with the manifestation, outbreak or spread thereof.</li> </ol>

This **Policy** excludes any loss, damage, liability, **Claim**, cost, or expense of whatsoever nature (and howsoever arising), directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Regardless of the foregoing contained in this **Communicable Disease** Exclusion, losses directly caused by any peril otherwise covered in terms of the **Policy** which have not otherwise been excluded under this **Policy** will be covered.

If **We** allege that loss or damage is not covered by this **Policy**, the burden of proving the contrary will rest with **You**.

## 11. SANCTIONS EXCEPTION (LMA3100) 01/01/2023

- 11.1. **We** will not provide any cover or be deemed to provide any cover and **We** will not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 11.2. **We** have the right, at **Our** own discretion and in all instances not to provide cover or to void and / or cancel the **Policy**, any **Section** and / or item due to the activities mentioned in (11.1.) above or where **We** become aware of any breach of this Sanctions Exception.

## 12. OUTRIGHT EXCLUSION

**We** will not provide any cover or be liable to pay for any claim, cost or expense howsoever arising due to:

- 12.1. any loss or damage resulting directly, or indirectly, from, or in connection with, any actual or purported exchange, cash or credit sale agreement, inclusive of theft by false pretence and / or fraud (refer to General Exclusion headed Fraudulent Scheme, Trick Device or False Pretence),
- 12.2. the carriage of any load or passengers exceeding the load or number of passengers that the vehicle was originally manufactured or is legally entitled to carry, or the carriage of passengers in or on an open vehicle.
- 12.3. any loss or damage for an insured item if any person, other than **Yourself**, has any right of ownership or possession or the right to any insured item under the **Policy**, or if **You** have no title to such item, by reason of such item being stolen property.
- 12.4. any incident for which the associated damage is covered by legislation.
- 12.5. any loss or damage arising from contractual liability, unless legal liability would have existed in the absence of such contract or agreement.

## GENERAL PROVISIONS

Subject to the provisions of Section 55 of the Short-Term Insurance Act No 53 of 1998 (as amended).

### 1. CLAIMS PREPARATION COSTS

The insurance offered under each **Section** of this **Policy** is inclusive of costs reasonably incurred by **You** in producing and certifying any particulars or details required by **Us** in terms of General Condition headed Claims or to substantiate the amount of any claim, provided that **Our** liability for such costs in respect of any one claim will not exceed in respect of a particular **Section** the amount stated in the **Schedule / Annexure**.

### 2. PAYMENTS ON ACCOUNT

In respect of any **Section** where amounts recoverable from **Us** are delayed pending finalisation of any claim, payments on account may be made to **You**, if required and will be at **Our** discretion.

### 3. MEANING OF WORDS

The **Schedules / Annexures** and any Endorsements thereto and the **Policy** must be read together and any word or expression to which a specific meaning has been given in any part thereof will bear such meaning wherever it may appear.

### 4. POLICY INTERPRETATION

It is recorded that the cover that is provided by this **Policy** and the **Terms and Conditions** have been agreed and accepted by **You** before entering into the **Policy** and that the rule of construction that this **Policy** will be interpreted against the party responsible for its preparation and drafting will not apply.

One **Section** may not be used to interpret another **Section**.

### 5. HOLDING COVERED

If **We** are holding covered on a risk, then **We** will not reject a claim on the basis that the premium has not been agreed.

In respect of items being subject to the hold covered arrangement as described in the insurance proposal, it is hereby warranted that:

- 5.1. no claim has occurred should "Hold covered" be given retrospectively and that no such claim will be paid if **We** are

not advised of such claim,

- 5.2. the acceptance of the “Hold covered” agreement by **You** and / or Intermediary / Agent authorises **Us** to verify all previous insurance details with other Financial Institutions as well as to perform a Credit Check with all major Credit Information Companies,
- 5.3. cover is subject to a Signed Proposal Form inclusive of all Bona Fide information, Satisfactory Survey Report where requested / Credit Report as well as previous claims experience,
- 5.4. premium payable by **You** to **Us** will commence from the agreed “Hold covered” date, and
- 5.5. subjected to all the Terms & Conditions of **Our Policy / Schedule / Annexure**.

## 6. SECURITY FIRMS

If an employee of a security firm employed by **You** under a contract:

- 6.1. causes loss or damage, then **We** will agree that:
  - 6.1.1. if stated in the terms of the said contract that **You** may not claim against the said security firm, that:
    - 6.1.1.1. **We** will not exercise **Our** rights of recourse against the said security firm, further that,
    - 6.1.1.2. **We** will not raise as a defence to any valid claim submitted under any Section or sub-section of this **Policy** that **Our** rights have been prejudiced by the terms of any contract entered into between **You** and any security provider relating to the protection of the **Insured Property**.

## 7. LIABILITY, LOSS OR DAMAGE UNDER MORE THAN ONE SECTION

**We** will not be liable under more than one **Section** of this **Policy** in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage, unless **We** have specifically agreed otherwise.

## 8. RISK SURVEYS AND VALUE AT RISK

**We** will be permitted, but not obliged, to inspect **Your** property at any time and at **Our** own discretion. Neither **Our** rights to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of, or for **Your** benefit or others, to determine or warrant that such property is safe.

**You** are reminded of the General Condition headed Duty to Take Reasonable Steps and Precautions and **Your** ongoing responsibilities to ensure compliance therewith as well as all duties regarding the maintenance of the premises.

Risk Survey reports will exclude and are not intended to be:

- 8.1. structural engineer reports or building workmanship reports,
- 8.2. utilised to determine the condition and structural integrity of the roofing support structure and storm water drainage efficiency,
- 8.3. geo technical reports to ascertain soil types and underlying soil integrity,
- 8.4. designed to supersede or relax any legislation or standards applicable to Southern Africa,
- 8.5. an expert opinion, its aim being to identify and record the inspection conducted and protection measures observed at the time of the survey,
- 8.6. climatologist reports concerning flood and lightning risks.

When considered necessary, reasonable risk improvement requirements will be imposed by **Us**, subject to the relevant prescribed time frames, if applicable. Risk requirements need to be adhered to in order to ensure that insurance cover is in effect at the time of an event giving rise to a claim in terms of the **Policy**.

Any non-compliance with risk requirement measures will result in **Your** forfeiture to claim hereunder.

Where a Value at Risk Survey (VAR) has been conducted by a Valuator appointed and approved by **Us**, and the **Sum Insured** as stated in the **Schedule** is equivalent to the value as stated in the VAR, the “Average” Condition will not apply if:

- 8.7. The VAR is not older than 24 months,
- 8.8. **We** are notified of any newly acquired items purchased and the **Sum Insured** has been adjusted accordingly.

## SPECIFIC PROVISIONS

1. Jewellery, fine arts, antiques, collectables and silver do not form part of the **VAR** unless updated valuation certificate accompany the report. It being noted and agreed that the costs associated with such updated valuation will be for **Your** own account.
2. Even though **We** extend these benefits to **You** as a value added service, these surveys do not nullify nor alter **Your** responsibility to ensure that sums insured are adequate from inception and throughout the currency of this **Policy**.

### 9. FIRE PROTECTION

It is a condition precedent to liability under this **Policy** that all firefighting equipment or fire protection at the premises is installed, maintained and serviced in accordance with the Regulations contained in the National Building Regulations or any other regulations as may be contained in the respective Emergency Services Bye-Laws as may be applicable to **You**.

### 10. INTEREST ON PAYMENTS

No interest will be payable on any amount due by **Us** in terms of this **Policy** unless a Court of Law orders otherwise.

### 11. HEADINGS

Headings included in this **Policy** should not be read in isolation.

### 12. EXAMPLES / SCENARIOS

Where examples / scenarios have been provided in this **Policy** it is meant for information/ training purposes only. Some technical accuracy might have been sacrificed for ease of explanation and cannot be used for legal interpretation.

### 13. AVERAGE (UNDER INSURANCE)

If the **Insured Property** is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the **Sum Insured** thereon, then **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the loss accordingly. Every item, if more than one, will be separately subject to this Condition where such Average Clause is applicable.

The example below, illustrates how **We** will calculate the settlement amount of a claim taking into consideration the principal of Average:

Item insured amount (as provided by client or broker)	-	R100 000.00
Loss and / or damage amount claimed	-	R 50 000.00
Actual Value of Item (post "Loss")	-	R150 000.00
Amount settled:		<u>R100 000.00 x R50 000.00</u>
		R150 000.00
Total:	R33 333.33	
Less excess:	<u>R 1 000.00</u>	
Total settlement amount:	<u>R32 333.33</u>	

### 14. INSURABLE INTEREST

- 14.1. **You** must have an **Insurable Interest** in any item insured under this **Policy** as at the date of the commencement of each **Period of Insurance** and at the date of the event.
- 14.2. If **Your** interest in the **Insured Property** differs from those interests as **We** have defined, **You** must advise **Us** of the nature and extent of such interest before the cover starts. The cover for such item will only start when **We** have given written confirmation that **We** agree to insure the property.
- 14.3. Should **Your Insurable Interest** in any item insured under this **Policy** change, **You** have to notify **Us** in writing of such change, and if **You** do not, **You** will forfeit **Your** right to claim for such item.

If **We** say that a claim is not covered because of any of the provisos (16.1), (16.2) or (16.3) above, then **You** must prove the contrary.

### 15. MALICIOUS DAMAGE AND INTENTIONAL CONDUCT

Subject otherwise to the **Terms and Conditions**, exclusions, exceptions and warranties contained herein, this **Policy** is extended to cover loss of, or damage, directly occasioned by, or through, or in consequence of the deliberate or wilful or wanton act of any person, committed with the intention of causing such loss or damage, but excluding loss or damage caused by, or arising from, theft or any attempt thereat.

The following is not covered:

- 15.1. any loss or damage resulting from total or partial stoppage, or slowing down of work, or the retarding or interruption or cessation of any process or operation,
- 15.2. any loss or damage resulting from any deliberate action or deed by **You**, or anybody else, who may benefit from the claim.

If **We** say that a claim is not covered because of any of the provisos (16.1.) and (16.2) above, then **You** must prove the contrary.

**16. INSURED OVER 55 BENEFIT**

No excess is applicable to **You** if **You** are over the age of 55. Any compulsory excess that **We** may impose as well as any voluntary excess remains payable. This benefit does not apply to any other person over the age of 55 other than **Yourself**. Should a loss occur whilst any other person other than **Yourself** is driving any of **Your** insured vehicles, then all standard, voluntary, compulsory or additional excesses remain payable.

**17. LIGHTNING / POWER SURGE WARRANTY**

Unless **We** have agreed otherwise it is warranted that any claim for loss or damage arising from direct or indirect lightning / power surge or fluctuations in the power supply voltage will be limited unless SABS approved surge arrestors have been installed and maintained at the risk address containing **Insured Property** on all data lines, power supply plugs and to electrical distribution boards.

If SABS approved surge arrestors are not installed at the premises as indicated above cover will be limited to the maximum **Basic Power Surge** limit stated in the **Schedule / Annexure**.

If **We** say that a claim is not covered because of the provisos of this warranty, then **You** must prove the contrary.

## PART 3

### SECTION 1: HOMEOWNERS

#### DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

<b>Fixed Machinery</b>	means machinery of swimming pools (excluding movable swimming pools) spa baths, borehole machinery supplying water solely for domestic purposes (excluding windmills), sprinkler irrigation systems, electric gates, garage doors, central vacuum cleaning systems, water pumps, air conditioners and generators affixed to the property.
<b>Outbuilding</b>	means rooms, garages and outbuildings which do not inter lead with the <b>Private Residence</b> and are situated at and used in relation to <b>Your Private Residence</b> at the <b>Risk Address</b> .
<b>Private Residential Structure</b>	<p>means the building of <b>Your Private Residence</b> constructed and situated at the <b>Risk Address</b> noted in <b>Your Schedule</b> and insured in terms of <b>Section 1: Homeowners</b>, inclusive of:</p> <ol style="list-style-type: none"> <li>1. <b>Fixtures and Fittings</b> that belong to <b>You</b> as the owner or that for which <b>You</b> are responsible as the owner while in or on the structure,</li> <li>2. fixed recreational and ornamental structures,</li> <li>3. paved and surfaced areas (inclusive of driveways) of brick, concrete, asphalt or stone (not gravel),</li> <li>4. boundary and other walls (except retaining walls unless stated to be included at an additional premium), gate posts, gates (inclusive of all machinery related the gates), fences (other than hedges),</li> <li>5. tennis courts,</li> <li>6. swimming pools, spa baths, saunas and associated machinery and equipment, but not moveable swimming pools,</li> <li>7. fixed satellite dishes,</li> <li>8. solar panels,</li> <li>9. lightning conductors / masts,</li> <li>10. <b>Outbuildings</b>,</li> <li>11. septic tank structures,</li> <li>12. <b>Fixed Machinery</b>,</li> <li>13. public supply or main connections belonging to <b>You</b> or for which <b>You</b> are responsible.</li> </ol> <p>For the purpose of this definition <b>Private Residential Structure</b> does not include any <b>Fixtures and Fittings</b> that belong to a <b>Tenant</b> or which the <b>Tenant</b> is responsible.</p>
<b>Tenant</b>	means a person, other than <b>You</b> , who is occupying <b>Your</b> private residence in terms of a written contract. Not a paying guest, boarder or lodger.

#### BASIC COVER

**Your Insured Property** is the **Private Residential Structure** known as **Your** home. The **Schedule** gives the **Risk Address** as well as the wall and roof construction inclusive of all **Fixtures and Fittings** that belong to **You** as the owner or that for which **You** are responsible as the owner, excluding any **Fixtures and Fittings** belonging to a **Tenant** or for which a **Tenant** is responsible.

## INSURED PERILS

We will indemnify **You** for accidental, sudden and unforeseen physical loss / damage to **Your Private Residential Structure** by:

1. fire,
2. lightning,
3. explosion,
4. storm, wind, water, hail or snow but excluding:
  - 4.1. any loss or damage caused by any process that uses or applies water unless by public authorities in extinguishing a fire,
  - 4.2. any loss or damage caused by wear and tear, gradual deterioration or damage happening over a period of time,
  - 4.3. any loss or damage caused by the events listed under the General Exclusion headed Material Damage and /or Loss,
  - 4.4. any loss or damage caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types,
5. earthquake,
6. bursting of water tanks, apparatus or pipes (inclusive of damage to such water tanks, apparatus or pipes),
7. impact with the **Private Residential Structures** by animals, trees, vehicles, aircraft or aerial devices or other objects falling therefrom,
8. burglary and / or theft or attempted burglary / theft,
9. leakage of oil from oil heaters or associated apparatus,
10. malicious damage and intentional conduct, but **We** do not cover malicious damage and intentional conduct while **Your Private Residence** is lent, let or sublet to a **Tenant**.

## EXTENDED BASIC COVER

### 1. BASIC SUBSIDENCE AND LANDSLIP

We will indemnify **You** for loss of or damage caused by subsidence and landslip.

Provided that this extension does not cover:

- 1.1. any first amount payable as reflected in the **Schedule / Annexure**, or
- 1.2. any loss of or damage to drains, water courses, boundary walls, garden walls, screen and retaining walls, gates, posts and fences, driveways, paving, swimming pool borders and tennis courts, or
- 1.3. any loss or damage caused as a result of the contraction and / or expansion of soil due to moisture or water content of such soil experienced in clay and other similar soil types, or
- 1.4. any loss or damage as a result of or aggravated by faulty design, or by insufficient compacting or filling or inferior construction, or the removal or weakening of support to any building, or
- 1.5. any loss or damage caused as a result of structure alterations, additions or repairs; inclusive of previous repairs which re-manifest, or
- 1.6. any loss or damage caused as a result of surface or subterranean excavations other than in the course of mining operations, or
- 1.7. any loss or damage caused as a result of normal settlement, shrinkage or expansion of the buildings, and
- 1.8. any consequential loss of any kind whatsoever, except loss of rent, when specifically insured under this **Section**,

If **We** allege that by reason of (1.1.), (1.2.), (1.3.), (1.4.), (1.5.), (1.6.), (1.7.) or (1.8.) as noted above that loss or damage is not covered by this **Specific Extension**, then the burden of proving the contrary will rest upon **You**.

### 2. LOSS OF RENT

We will indemnify **You** for the rent payable to **You** or the actual and reasonable expenses incurred by **You** for similar alternative accommodation, if **We** declared that Your **Private Residence** is unfit to live in following an event in terms of the cover provided.



- 2.1. This extension is limited to 25% of the **Sum Insured** stated in the **Schedule** for a maximum period of 12 months or for the period **We** deem reasonable to make **Your Private Residence** suitable to live in.
- 2.2. If the **Loss of Rent Specific Extension** applies to **Section 2: Household Contents** for the same incident, then **We** will only indemnify **You** under one of the relevant **Sections** but not both.
- 2.3. In the event that **Your Private Residence** is not reinstated then the loss of rent payment will only be made until the month of full and final settlement.

### 3. MIRRORS AND CERTAIN GLASS

**We** will indemnify **You** for the cost of replacing fixed glass, mirrors or sanitary ware that forms part of **Your Private Residential Structures** which is accidentally broken. This extension does not apply if **Your Private Residential Structure** is **Unoccupied** or **Vacant** and unfurnished for more than 60 consecutive days.

### 4. EXTINGUISHING CHARGES

**We** will indemnify **You** for the actual and reasonable charges levied by any authorised fire brigade for extinguishing a fire to prevent or reduce loss or damage to **Your Private Residential Structure**.

### 5. PROFESSIONAL FEES AND DEMOLITION COSTS

**We** will indemnify **You** for the costs necessarily incurred with **Our** prior written consent in demolishing **Your Private Residential Structure**, removing debris from the site and erecting hoardings required for building operations, architects, quantity surveyors, consulting engineer fees and for local authorities' scrutiny fees following loss of or damage, provided that no claim will exceed 15% of the **Sum Insured** as stated in the **Schedule**.

### 6. PUBLIC SUPPLY OR MAINS CONNECTIONS

**We** will indemnify **You** in the event of accidental destruction or damage to water, sewerage, gas, electricity and telephone connections on **Your Private Residence**, or for which **You** are legally responsible between **Your Private Residence** and the public supply or mains.

### 7. COVER BEFORE PROPERTY TRANSFER

**We** will indemnify **You** for loss or damage to **Your Private Residence Structure**, if not insured by the seller or on the seller's behalf, for the period between the signing of the Deed of Sale and the transfer of the property into **Your** name by the Deeds Office. This only covers property which replaces existing property insured in terms of this **Policy**.

### 8. ALTERATIONS OR ADDITIONS TO YOUR PRIVATE RESIDENTIAL STRUCTURES

**We** will indemnify **You** for the increase in value to **Your Private Residence Structure** following alterations, additions and improvements, provided that **You** advise **Us** within 30 (thirty) days of completion of such and pay an additional premium based on such alterations, additions or improvements not exceeding 15% of the **Sum Insured** stated in the **Schedule**. Theft and attempt thereat will be excluded from the cover, unless such theft and attempt thereat is accompanied by actual forcible or violent entry into or exit out of **Your Private Residence Structure** and will be subject to an excess as indicated in the **Schedule / Annexure**.

### 9. FIXED MACHINERY

**We** will indemnify **You** for **Fixed Machinery** on the premises of **Your Private Residence** (not automatic pool cleaners) accidentally destroyed or damaged (but not due to wear and tear, gradual deterioration or damage happening over a period of time) **Our** indemnity is limited to the amount and excess shown in the **Schedule / Annexure**.

### 10. EMERGENCY ACCOMMODATION

**We** will indemnify **You** for emergency accommodation if **Your Private Residential Structure** is not fit to live in. **We** will cover **You** for a maximum of 5 nights or as soon as **You** are able to arrange for alternative accommodation while **Your Private Residential Structure** is made fit to live in again. If the event was caused by theft, it must be by means of forcible and violent entry. If this extension applies to **Section 2: Household Contents** for the same event, **We** will cover **You** under one of the relevant **Sections** only and not both. **Our** indemnity is limited to the amount shown in the **Schedule / Annexure**.

### 11. LOSS OF WATER BY LEAKAGE

**We** will indemnify **You** for amounts that **You** owe local authorities for water which has been lost due to leaking pipes. This will only apply if the following Conditions are met:

- 11.1. In the event of the quarterly reading of the water consumption exceeding the average of the previous 12-month readings by 50% or more **We** will indemnify **You** for the cost of the additional water consumption.
- 11.2. The indemnity will be payable for not more than 2 separate incidents in any **Annual Period**,
- 11.3. It is a condition precedent to **Our** liability under this **Specific Extension** that **You** will upon discovery of a leak (by

physical evidence or a receipt of an abnormally high-water account) take immediate steps to repair the pipe affected.

This extension relating to Loss of Water by Leakage does not cover the cost of remedial action inclusive of repairs to the pipe affected and **We** will not be liable for any claim:

- 11.4. as a result of leaking taps, geysers, toilet systems and swimming pools, and / or
- 11.5. while **Your Private Residence** is **Unoccupied** or **Vacant** for a period in excess of 60 consecutive days unless agreed to by **Us** in writing prior to such unoccupancy / vacancy, and / or
- 11.6. where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

If this extension applies to **Section 2: Household Contents** for the same event, **We** will only cover **You** under one of the relevant **Sections** and not both.

**Our** indemnity is limited to the amount shown in the **Schedule / Annexure**.

## 12. TRACING OF LEAKS

**We** will indemnify **You** for the fair and reasonable cost of tracing the source of a water, gas or oil leak from any fixed water or heating appliance as well as any resulting costs reasonably and necessarily required for repairs to floors, walls and ceilings which follow the tracing of such source. **Our** indemnity is limited to the amount shown in the **Schedule / Annexure**.

This extension relating to Tracing of Leaks does not cover the costs for repairing the actual leak and the first sign of leakage must have occurred after the start date of this **Section**.

## 13. REMOVAL OF FALLEN TREES, DAMAGE TO GARDENS AND LANDSCAPING

**We** will indemnify **You** for:

- 13.1. the actual cost of removing trees that fell due to event indemnified in terms of the cover provided. **You** must first obtain **Our** written consent before removing said fallen trees. **Our** compensation is limited to the amount shown in the **Schedule / Annexure**, and
- 13.2. any damage to irrigation systems, trees, shrubs, lawn and plants caused by event indemnified in terms of the cover provided at **Your Private Residential Structures**. **Our** indemnity is limited to the amount shown in the **Schedule / Annexure**.

## 14. GUARDS

**We** will indemnify **You** for the employment of guards to protect **Your Private Residence** stated in the **Schedule** after loss or damage has occurred provided it has been arranged with a registered security company.

If this extension applies to **Section 1: Homeowners** and **Section 2: Household Contents** for the same event, **We** will only compensate **You** under one of the relevant **Sections**.

This extension is limited to the maximum days allowed and amount per day as shown in the **Schedule / Annexure**.

## 15. WATER APPARATUS

**We** will indemnify **You** for bursting and overflowing of **Water Apparatus** inclusive of accidental damage by an insured peril to such **Water Apparatus** but excluding the first amount payable as stated in the **Schedule** for each and every loss or damage to such **Water Apparatus** and provided that the **Sum Insured** represents the current replacement value (inclusive of **Water Apparatus**) of **Your Private Residence**.

It is a further condition that:

- 15.1. all **Water Apparatus** installed must be earthed and SABS approved, and
- 15.2. all **Water Apparatus** installations will be performed by a registered / qualified contractor subject to an **IPX1** safety rating (internal installations) and an **IPX4** safety rating (external installations), and
- 15.3. roof structures of **Your Private Residence Structure** must be capable of bearing the additional weight due to the installation.

It is a requirement that **You** utilise the 24-Hour Emergency Assistance Call Centre noted on **Your Schedule**, who will appoint an approved service provider.

## SPECIFIC EXCLUSIONS RELATING TO WATER APPARATUS

It is noted and agreed that **We** will not provide indemnity in respect of:

- 15.4. any damage as a result of lime scale build up,
- 15.5. any damage caused as a result of freezing but this exclusion will not apply to a solar system (indirect system) that contains an approved Anti-Freeze substance (for example: Propylene Glycol diluted with potable water),
- 15.6. any retrofitted **Water Apparatus**.
- 15.7. Solar **Water Apparatus** in excess of 200l which have not been specified by **You** and noted as such on the **Schedule**.

## 16. WILD ANIMAL DAMAGE

**We** will indemnify **You** for accidental damage to **Your Private Residential Structures** such as but not limited to guttering, roofing, windows caused by wild animals such as baboons and monkeys. **You** are **Responsible** for the first amount payable shown in the **Schedule / Annexure** and **Our** indemnity is limited to the maximum amount as shown in the **Schedule / Annexure**.

## 17. BASIC ACCIDENTAL DAMAGE

**We** will indemnify **You** for sudden, unforeseen and unexpected accidental damage caused to fixed machinery installed at **Your Private Residential Structure**.

Provided that this **Extended Basic Cover** does not cover:

- 17.1. the first amount payable as reflected in the **Schedule / Annexure**,
- 17.2. any data or telecommunication equipment or apparatus,
- 17.3. any windmills
- 17.4. any damage as a result of power surge
- 17.5. any machinery used for business purposes.

**Our** indemnity is limited to the amount shown in the **Schedule / Annexure**.

## 18. BASIC POWER SURGE

**We** will indemnify **You** for accidental damage to machinery or other electronic / electrical equipment of **Your Private Residential Structure** following a sudden and unexpected event caused by power surge up to the amount shown in the **Schedule** in the annual aggregate.

Accidental damage to machinery or other electronic / electrical equipment as a result of load shedding will be included in the cover offered under this **Extended Basic Cover**.

Provided that:

- 18.1. in the event that electricity is merely withheld, then there will be no cover in place under this **Optional Extension**,
- 18.2. any loss / damage caused through or in connection with ripple relay switching will be excluded,
- 18.3. the cover afforded under this **Extended Basic Cover** becomes effective when the electricity supply is interrupted and will immediately lapse as soon as electricity supply has been restored,

## OPTIONAL EXTENSIONS

### 1. EXTENDED SUBSIDENCE AND LANDSLIP (if stated to be included)

**We** will indemnify **You** for loss of or damage caused by subsidence and landslip subject to a geotechnical engineer's report being provided by **You** at **Your** cost and acceptance thereof confirmed in writing by **Us**.

Provided that this **Optional Extension** does not cover:

- 1.1. any first amount payable as reflected in the **Schedule / Annexure**, or
- 1.2. any loss of or damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts and fences unless specifically insured, or

- 1.3. any loss or damage as a result of or aggravated by faulty design, inferior construction, or the removal or weakening of support to any building, or
- 1.4. any loss or damage caused as a result of structure alterations, additions or repairs, inclusive of previous repairs which re-manifest, or
- 1.5. any loss or damage caused as a result of surface or subterranean excavations other than in the course of mining operations, or
- 1.6. any consequential loss of any kind whatsoever, except loss of rent as provided for under the **Specific Extensions** to this **Section**.

If **We** allege that by reason of (1.1.), (1.2.), (1.3.), (1.4.), (1.5.), or (1.6.) as noted above, that loss or damage is not covered by this **Optional Extension**, then the burden of proving the contrary will rest upon **You**.

## 2. EXTENDED POWER SURGE

**We** will indemnify **You** for accidental damage to machinery or other electronic / electrical equipment of **Your Private Residential Structure** following a sudden and unexpected event caused by power surge up to the amount shown in the **Schedule** in the annual aggregate.

Accidental damage to machinery or other electronic / electrical equipment as a result of load shedding will be included in the cover offered under this **Optional Extension**.

Provided that:

- 2.1. in the event that electricity is merely withheld, then there will be no cover in place under this **Optional Extension**,
- 2.2. any loss / damage caused through or in connection with ripple relay switching will be excluded,
- 2.3. the cover afforded under this **Optional Extension** becomes effective when the electricity supply is interrupted and will immediately lapse as soon as electricity supply has been restored.

## 3. EXTENDED ACCIDENTAL DAMAGE

**We** will indemnify **You** for sudden, unforeseen and unexpected accidental damage (inclusive of leakage damage caused by liquids) caused to fixed machinery installed at **Your Private Residential Structure**.

Provided that this **Optional Extension** does not cover:

- 3.1. the first amount payable as reflected in the **Schedule / Annexure**,
- 3.2. any data or telecommunication equipment or apparatus,
- 3.3. any windmills
- 3.4. any damage as a result of power surge
- 3.5. any machinery used for business purposes.

**Our** indemnity is limited to the amount shown in the **Schedule / Annexure**.

## 4. MATCHING BUILDING MATERIALS

**We** will pay up to the amount stated in the **Schedule** for matching of building materials to create a uniform effect throughout **Your Private Residential Structure** following a claim for the replacement of damaged property.

## SPECIFIC CONDITIONS

### 1. INSURED AMOUNT, BASIS OF INDEMNITY AND LIMIT OF INDEMNITY

**Your Private Residential Structure** must be insured for the current replacement value of similar new property throughout the **Period of Insurance** and revised at the **Renewal Date** stated in **Your Schedule**. **We** may decide to indemnify **You** by means of repairing, replacing, paying cash or any combination of the said methods.

The basis of indemnity to **Your Private Residential Structure**, or part of it, is limited to the **Sum Insured** as shown in the **Schedule**. **Our** indemnity for a single claim or series of claims arising from a single event will be limited to the **Sum Insured** stated in the **Schedule**, or to the amounts shown in the **Schedule / Annexure** for the **Extended Basic Cover**, or to the insured amount shown in the **Schedule** regarding **Optional Extensions**.

Payments under the heading **Extended Basic Cover** of this **Section** are additional to the insured amount as shown in the **Schedule** for the cover provided.

## 2. TENANTS

It is noted and agreed that this insurance will not be invalidated by any act or omission of a **Tenant** where **You** have no knowledge of such act or omission, provided that **You** notify **Us** as soon as such act or omission comes to **Your** knowledge.

## 3. INTERESTS OF MORTGAGEE

The interests of the Mortgagee:

- 3.1. ranks prior to **Your** interests,
- 3.2. are limited to the amount owing to the Mortgagee by **You** on the home loan account in respect of Your Private Residential Structure,
- 3.3. will not be invalidated by any act or omission of **Yours** where the Mortgagee was not aware of or could not reasonably have been aware of such act or omission.

## 4. AMOUNT PAYABLE BY YOU

**You** are liable for the excess amount and /or percentage as shown in the **Schedule / Annexure** for each and every event. Refer to the **General Condition** headed **Amounts Payable by You**.

If an excess is based on a percentage, it will be applied to the amount of the loss or damage that has occurred.

## 5. AVERAGE (UNDER INSURANCE)

If **Your Private Residence** is, at the commencement of any damage to such property by any event insured against, collectively of greater value than the **Sum Insured** thereon, then **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the loss accordingly. Every item, if more than one, will be separately subject to this Condition.

## NOT COVERED BY THIS SECTION

**We** will not indemnify **You** for any of the below events unless specifically accepted by **Us** and specifically shown otherwise in the **Schedule / Annexure**:

1. any loss or damage caused by demolition, alteration, construction, cleaning, renovation, repair, restoration or any similar process,
2. any loss or damage caused by rot, rising damp, fungus, mould, infestation, insects or vermin or any loss or damage caused by the events contained in the General Exclusion headed Material Damage and / or Loss,
3. any loss or damage as a result of a rise in the water table except as a result of a storm,
4. any loss or damage as a result of acid mine water,
5. any loss or damage caused by weeds or roots,
6. any loss or damage caused by chipping, scratches, disfiguration or discolouration or other damage of a cosmetic nature,
7. any loss or damage caused by or as a result of or in connection with **Your** non-compliance with the General Conditions, Exclusions and Provisions, defective workmanship, inferior construction or anything which is not fit for its intended purpose,
8. any loss or damage caused by storm, wind, water, hail or snow during renovations, additions or extensions if the loss or damage is caused by or made worse by the renovations, additions or extensions,
9. any loss or damage due to theft or attempted theft during renovations, additions or extensions unless such theft is accompanied by violent, forcible and visible entry into the premises. Should a claim for theft apply in such instances, then this will be subject to the additional excess stated in the **Schedule / Annexure**,
10. any theft or attempted theft while **Your Private Residence** is lent, let or sublet unless such theft is accompanied by violent, forcible and visible entry into **Your Private Residence**,
11. any loss, damage or breakage covered by any guarantee, service contract, purchase contract or any purchase agreement,

12. any consequential loss or damage of any kind whatsoever, except as specifically provided for under the **Specific Extension** relating to Loss of Rent,
13. any claim arising out of any contractual liability unless legal liability would have existed in the absence of such contract or agreement,
14. any loss or damage to **Your Private Residential Structure** if the construction is non-**Standard Construction**, unless specified on the **Schedule** and **You** have paid the additional premium that **We** require and have met any specific requirements in respect of **Your Private Residential Structure** as specified in the **Warranty / Note / Endorsement** of the **Schedule**,
15. any loss of, or damage to, **Your Private Residential Structure** in the event that it is **Unoccupied** for more than 60 consecutive days per year unless **We** agree otherwise in writing. **We** do not regard occupation of the **Outbuildings** by **Tenants** or domestic **Outbuildings** by Domestic staff as occupation of the main building for the purposes of this **Section**,
16. any loss or damage as a result of electrical or mechanical breakdown, unless by power surge as provided for under the extensions for power surge insured under the extensions of this **Policy**,
17. any loss or damage to **Your Private** Residence which is left **Vacant**.

## SECTION 2: HOUSEHOLD CONTENTS

### DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

<b>Accidental Death</b>	<p>means a fortuitous and unexpected event occurring at an identifiable place and time and which is independent of any other cause resulting in cessation of life.</p>
<b>Domestic Contents</b>	<p>means household goods and <b>Personal Belongings</b> inclusive of office equipment kept inside <b>Your</b> home and for which <b>You</b> are responsible as well as <b>Fixtures and Fittings</b> inside <b>Your</b> home for which <b>You</b> are responsible as the <b>Tenant</b> and not the owner of such <b>Private Residence</b>.</p>
<b>Drone</b>	<p>means any: -</p> <ol style="list-style-type: none"> <li>1. <b>Remotely Piloted Aircraft</b> – being further defined as an unmanned aircraft which is piloted from a remote pilot station, excluding <b>Model Aircraft</b> and <b>Toy Aircraft</b>,</li> <li>2. <b>Toy Aircraft</b>– being further defined as an aircraft which is designed or intended for use in play by children,</li> <li>3. <b>Model Aircraft</b> – being further defined as non-human carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport or competitions.</li> </ol> <p>The term <b>Drone Accessories</b> means any: -</p> <ol style="list-style-type: none"> <li>1. filming, scanning, mapping, infrared and x-ray equipment inclusive of software,</li> <li>2. bags and carry cases,</li> <li>3. tools and cleaning equipment,</li> <li>4. guards and safety equipment,</li> <li>5. two-way radio and communications equipment,</li> <li>6. power supplies and control equipment,</li> <li>7. binoculars and photographic equipment,</li> <li>8. laptops and tablets.</li> </ol> <p>All of which are used for the purpose of controlling a <b>Drone</b>, inclusive of any other equipment which can be affixed to the payload of the <b>Drone</b>.</p>
<b>Emergency Benefit</b>	<p>means costs and / or expenses incurred due to accident and / or unforeseen circumstances not otherwise excluded.</p> <p>The <b>Emergency Benefit</b> does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership.</p> <p>Further noted that where <b>We</b> agree to pay such costs, that these will not be a <b>Lump Sum</b> payment and any benefit hereunder will only be paid once <b>We</b> have received satisfactory evidence to support any claim made under this benefit.</p>
<b>Lump Sum</b>	<p>means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a <b>Loss of Income</b> and which cannot be quantified by evidence of the <b>Loss of Income</b> suffered</p>



<b>Loss of Income</b>	means that an actual financial loss has been suffered through payment of expenses / costs which have been borne as a result of <b>Your Accidental Death</b> and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.
<b>Mobile Communication Devices</b>	means portable electronic items, used for mobile communication, inclusive of all accessories (for example: cellular phones, satellite navigation system receivers [GPS's]).
<b>Money</b>	means cash, bank and currency notes but does not include anything which is not recognised as regulated currency, nor does this extend to any form of cryptocurrency.
<b>Outbuilding</b>	means rooms, garages and outbuildings which do not inter lead with the <b>Private Residence</b> and are situated at and used in relation to <b>Your Private Residence</b> at the <b>Risk Address</b> .
<b>Personal Belongings</b>	means property normally worn or designed to be carried on or by <b>You</b> solely for private purposes and which is owned by <b>You</b> or for which <b>You</b> are legally responsible.  In the case of the <b>Specific Extension</b> headed Personal Belongings Of Domestic Employees the term <b>You</b> in this definition will mean <b>Your</b> domestic employee and not <b>You</b> .
<b>Portable Electronic Device</b>	means a device that is capable of storing, processing and transmitting data, which is small enough to be carried by hand, for example but not limited to: laptops, kindles, iPads and tablet devices.
<b>Tenant</b>	means a person, other than <b>You</b> , who is occupying <b>Your Private Residence</b> in terms of a written contract. Not a paying guest, boarder or lodger.

#### BASIC COVER

We will indemnify **You** up to the **Sum Insured** shown in the **Schedule** for accidental, sudden and unforeseen physical loss / damage to **Domestic Contents** at the **Private Residence** shown in the **Schedule** caused by:

1. fire,
2. lightning,
3. explosion,
4. storm, wind, water, hail or snow but excluding:
  - 4.1. any loss or damage caused by any process that uses or applies water unless by public authorities in extinguishing a fire,
  - 4.2. any loss or damage caused by wear and tear, gradual deterioration or damage happening over a period of time,
  - 4.3. any loss or damage caused by the events listed under the General Exclusion headed Material Damage and / or Loss,
  - 4.4. any loss or damage caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types,
5. earthquake,
6. impact with the **Private Residential Structure** by animals, trees, vehicles, aircraft or aerial devices or other objects falling therefrom,
7. any **Burglary / Theft** or attempted **Burglary / Theft** provided that entry was gained by visible, forcible and violent means whilst **Unoccupied** by **You**,

8. any leakage of oil from oil heaters provided that it is sudden and unforeseen,
9. malicious damage or intentional acts, but **We** do not cover malicious damage or intentional acts while **Your Private Residence** is lent, let or sub-let to a tenant.

## EXTENDED BASIC COVER

### 1. EXTINGUISHING CHARGES

**We** will indemnify **You** for the actual costs charged by an authorised body for extinguishing a fire to prevent or reduce loss or damage to **Your** insured **Domestic Contents**.

### 2. ADDITIONAL CONTENTS COVER OUTSIDE THE DWELLING

**We** will indemnify **You** for loss of, or damage to, **Your Domestic Contents** whilst outside **Your** dwelling, caused by the cover provided while **Your Domestic Contents** are:

- 2.1. inside a building where **You** reside temporarily, or within another private residence which is occupied,
- 2.2. deposited for safe keeping at any hotel, guest house, bank, safe deposit or furniture depository registered for the storage of goods,
- 2.3. inside the building of a business for the purpose of making up, alteration, renovation, repair, cleaning or dyeing.
- 2.4. Inside a building of any office where **You** are employed.

**Our** indemnity for this extension is limited to the amount shown in the **Schedule / Annexure**.

### 3. LOSS OF RENT

**We** will indemnify **You** for the rent payable by **You** or the actual and reasonable expenses incurred by **You** for similar alternative accommodation, if **We** declared that **Your Private Residence** is unfit to live in following an event in terms of the cover provided.

- 3.1. This extension is limited to 25% of the **Sum Insured** stated in the **Schedule** for a maximum period of 12 months or for the period **We** deem reasonable to make **Your Private Residence** suitable to live in.
- 3.2. If the **Loss of Rent Specific Extension** applies to **Section 1: Homeowners** for the same incident, then **We** will only indemnify **You** under one of the relevant **Sections** but not both.
- 3.3. In the event that **Your Private Residence** is not reinstated then the loss of rent payment will only be made until the month of full and final settlement.

### 4. EMERGENCY ACCOMMODATION

**We** will indemnify **You** for emergency accommodation if **Your Private Residence** is not fit to live in. **We** will cover **You** for a maximum of 5 nights or as soon as **You** are able to arrange for alternative accommodation while **Your Private Residence** is made fit to live in again. If the event was caused by **Theft**, it must be by means of forcible and violent entry. If this extension applies to **Section 1: Homeowners** for the same event, **We** will cover **You** under one of the relevant **Sections** only and not both. **Our** indemnity is limited to the amount shown in the **Schedule / Annexure**.

### 5. LOSS OF WATER BY LEAKAGE

**We** will indemnify **You** for amounts that **You** owe local authorities for water which has been lost due to leaking pipes. This will only apply if the following Conditions are met:

- 5.1. In the event of the quarterly reading of the water consumption exceeding the average of the previous 12-month readings by 50% or more **We** will indemnify **You** for the cost of the additional water consumption.
- 5.2. The indemnity will be payable for not more than 2 separate incidents in any **Annual Period**,
- 5.3. It is a condition precedent to **Our** liability under this extension that **You** will upon discovery of a leak (by physical evidence or a receipt of an abnormally high-water account) take immediate steps to repair the pipe affected.

This extension relating to Loss of Water by Leakage does not cover the cost of remedial action inclusive of repairs to the pipe affected and **We** will not be liable for any claim:

- 5.4. as a result of leaking taps, geysers, toilet systems and swimming pools, and / or

- 5.5. while **Your Private Residence** is **Unoccupied** for a period in excess of 60 consecutive days or **Vacant** unless agreed to by **Us** in writing prior to such unoccupancy / vacancy, and / or
- 5.6. where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

If this extension applies to **Section 1: Homeowners** for the same event, **We** will only cover **You** under one of the relevant **Sections** and not both.

**Our** indemnity is limited to the amount shown in the **Schedule / Annexure**.

## 6. BASIC ACCIDENTAL DAMAGE

**We** will indemnify **You** for loss of or damage to **Your Domestic Contents** which are not more specifically insured, by any cause whilst in **Your Private Residence**, inclusive of domestic appliances and breakage of mirrors and glass (not forming part of the fixtures and fittings).

Cover by this **Extended Basic Cover** excludes:

- 6.1. any loss of or damage caused by:
  - 6.1.1. any cause or any event which is payable under any other **Section** of this **Policy**,
  - 6.1.2. wear and tear,
  - 6.1.3. depreciation, or gradual causes or damage happening over a period of time, the influence of light, rust, mildew, or vermin, corrosion or decay, moths other insects or their larvae,
  - 6.1.4. any event excluded in terms of the General Exclusion headed Material Damage and / or Loss,
  - 6.1.5. over winding of clocks,
  - 6.1.6. electronic, electrical or mechanical breakdown,
  - 6.1.7. cleaning, repairing or restoration process,
- 6.2. any damage to glass, glassware, jewellery or other brittle articles due to cracking, denting, chipping or scratching,
- 6.3. any costs of reproduction or repair of data,
- 6.4. any loss of or damage to **Portable Electronic Devices, Mobile Communication Devices**, audio tapes, compact discs and DVD's,
- 6.5. any damage to firearms,
- 6.6. the excess as stated in the **Schedule / Annexure**.

**Our** indemnity is limited to the amount shown in the **Schedule / Annexure**.

## 7. BASIC POWER SURGE

**We** will indemnify **You** for damage to electronic / electrical equipment that forms part of **Your Household Contents**, if such damage is caused by power surges up to the limit as shown in the **Schedule**. Accidental damage to electronic / electrical equipment as a result of load shedding will be included in the cover offered under this **Extended Basic Cover**.

Provided that:

- 7.1. in the event that electricity is merely withheld, then there will be no cover in place under this extension,
- 7.2. any loss / damage caused through or in connection with ripple relay switching will be excluded,
- 7.3. the cover afforded under this **Extended Basic Cover** becomes effective when the electricity supply is interrupted and will immediately lapse as soon as electricity supply has been restored,

## 8. ACCIDENTAL DEATH

**We** will reimburse the **Loss of Income** suffered as a result of **Your Accidental Death** which is directly caused by an insured peril at the insured **Dwelling** or on its grounds provided that **We** receive evidence of the **Loss of Income** suffered and such reimbursement will not exceed the amount stated in the **Schedule / Annexure**.

This **Accidental Death** benefit does not provide the same cover as that provided under the Medical Aid Schemes Act (No. 131 of 1998), or the Long-term Insurance Act (Act No.52 of 1998) and compensation will not be provided as a **Lump Sum** or considered as a shortfall payment in terms of the aforementioned enactments.

If **Accidental Death** applies to any other **Section** for the same incident, **We** will only indemnify **You** under one of the relevant **Sections**.

#### 9. VETERINARY EXPENSES

**We** will indemnify **You** up to the limit as shown in the **Schedule / Annexure** for veterinary expenses **You** incur because of **Your** pet being injured in a road accident.

#### 10. LOSS OF KEYS

**We** will indemnify **You** for the cost of replacing locks and keys, inclusive of any remote controls and, if necessary the reprogramming of any coded security system of **Your Private Residence** following a loss.

**Our** indemnity is limited to the amount shown in the **Schedule / Annexure**.

#### 11. EMERGENCY BENEFIT

**We** will pay an **Emergency Benefit** as a result of an accidental bodily injury at **Your Private Residence** to any person other than **You** caused by:

- 11.1. a domestic animal owned by **You**,
- 11.2. a defect in the **Private Residential Structure** or **Private Residence** at the **Risk Address** being the direct cause of accidental bodily injury,
- 11.3. any domestic employee who has entered into and works under a written contract of service with **You** and which arises from their employment with **You**.

It being agreed that the payment of this benefit will not be regarded as any admission of any liability resulting from this event and provided that **We** receive evidence of the **Loss of Income** suffered and such reimbursement will not exceed the amount stated in the **Schedule / Annexure**.

#### 12. PROPERTY OF GUESTS

This is covered under the same **Terms and Conditions** as the rest of this **Section**, with any one item being limited to the amount shown in the **Schedule / Annexure**. **We** will not be liable for any loss or damage to **Money**, pre-paid cellular or phone vouchers and any other negotiable instruments.

This extension does not apply if **Your** guests already have insurance that provides cover for their own property. **Our** indemnity is limited to the maximum amount as shown in the **Schedule / Annexure**.

#### 13. PERSONAL BELONGINGS OF DOMESTIC EMPLOYEES

This is covered under the same **Terms and Conditions** as the rest of this **Section**, with any one item being limited to the amount shown in the **Schedule / Annexure**. **We** will not be liable to any loss or damage to **Money**, pre-paid cellular or phone vouchers and any other negotiable instruments.

This extension does not apply if **Your** domestic employees already have insurance that provides cover for their **Personal Belongings**. **Our** indemnity is limited to the amount as shown in the **Schedule / Annexure**.

#### 14. CONTENTS OF REFRIGERATORS AND FREEZERS

**We** will indemnify **You** for accidental loss of foodstuff kept in any refrigerators or freezers inside **Your Private Residence** or **Outbuildings** due to:

- 14.1. breakdown of or accidental damage to the unit,
- 14.2. a change in temperature, provided that such change in temperature does not:
  - 14.2.1. result from someone adjusting the temperature control, or
  - 14.2.2. spoil as a result of non-payment or non-purchase of power or any type of fuel.

This extension provides cover for 1 event in any **Annual Period** and is limited to the amount as shown in the **Schedule / Annexure**.

## 15. TRAUMA TREATMENT

**We** will indemnify **You** for the cost of trauma treatment provided by a registered professional counsellor incurred and paid for by **You**, and where such cost is not otherwise recoverable from any other insurance or facility if **You** are the victim of a violent act due to **Theft, Burglary**, hijacking or fire that occurred in **Your Private Residence** or on **Your** premises.

This benefit does not provide the same cover as that provided under the Medical Aid Schemes Act (No. 131 of 1998), or the Long-term Insurance Act (Act No.52 of 1998) and compensation will not be provided as a **Lump Sum** or considered as a shortfall payment in terms of the aforementioned enactments.

Provided that **We** receive evidence of the **Loss of Income** suffered and such reimbursement will not exceed the amount stated in the **Schedule / Annexure**

## 16. GUARDS

**We** will indemnify **You** for the employment of guards to protect **Your Private Residence** stated in the **Schedule** after loss or damage has occurred provided it has been arranged with a registered security company.

If this **Specific Extension** applies to **Section 1** : Homeowners and **Section 2**: Household Contents for the same event, **We** will only compensate **You** under one of the relevant **Sections**.

This extension is limited to the maximum days allowed and amount per day as shown in the **Schedule / Annexure**.

## 17. OFFICE CONTENTS

**We** will indemnify **You** up to the amount as shown in the **Schedule / Annexure** for any office goods and equipment contained in an office within **Your Private Residence** during the **Annual Period**.

Such office goods and equipment will be covered if the office is attached with direct access to **Your** main **Private Residence**. Any loss of or damage to stock in trade and **Money** of **Your Business** exercised from the office situated at **Your Private Residence** is excluded.

## 18. IDENTITY THEFT

**We** will indemnify **You** up to an amount shown in the **Schedule / Annexure**, within the **Annual Period** for legal expenses and costs relating to the unauthorised use of **Your** identity inclusive of the replacement of identity documents.

## 19. CREDIT, DEBIT CARDS AND SIM CARDS

**We** will indemnify **You** against the liability, inclusive of legal and other costs **We** agree to in writing, caused by the unlawful use of **Your** credit, purchase or SIM cards by a person not related to **You** for any single claim, any series of claims resulting from the same event, or all events that happen during the **Annual Period**. To receive compensation, a registered financial services provider, merchant or cell phone provider must have officially issued the credit, purchase or SIM cards in **Your** name and **You** must have complied with all the terms of the issued cards. **Our** compensation is limited to the amount shown in the **Schedule**.

## 20. MONEY

**We** will indemnify **You** for loss of, or damage to **Money**, deeds, bonds, bills of exchange, promissory notes, securities for **Money**, as well as prepaid phone cards or prepaid cellular vouchers from **Your Private Residence**, subject to visible, forcible and violent entry and limited to the amount as shown in the **Schedule / Annexure**.

## 21. HOLE-IN-ONE

**We** will indemnify **You** if **You** hit a Hole in One while playing golf as an amateur. To receive compensation, **You** must have played in a game on a registered golf course under the recognised rules of the game and the Hole in One must be confirmed by the Secretary of the golf club. **Our** indemnity is limited to the amount as shown in the **Schedule / Annexure**.

## 22. FULL HOUSE

**We** will indemnify **You** if **You** score a full house while playing bowls as an amateur. Provided that:

22.1. **You** must have played in an official competition as part of a team of two, three or four, on a registered bowling green under the recognised rules of the South African Bowling Association with all eight or nine bowls to count,

22.2. the secretary of the bowling club where **You** achieved the full house must confirm the full house in writing. If more than one person as per the definition term **You** scores a full house, we will pay compensation only once for each full house

22.3. Our indemnity is limited to the amount as shown in the **Schedule / Annexure**.

**23. GOODS IN THE OPEN**

We will indemnify **You** for any item which is designed to be in the open if the item is stolen whilst not in the confines of the building (as stated under the **Risk Address of Your Private Residence** noted on the **Schedule**), for any one event unless the item being claimed for is required to be specified in terms of this **Policy**.

Our indemnity is shown in the **Schedule / Annexure** and is limited to the amount / percentage of the **Sum Insured** for **Section 2: Household Contents** as shown in the **Schedule**.

**24. GOODS AND OR TOOLS STOLEN FROM THE OUTBUILDINGS**

We will indemnify **You** up to the amount as shown in the **Schedule / Annexure** for **Theft** from **Your Outbuildings** for any one event, subject to visible, forcible and violent entry to the **Outbuildings**.

**25. PROPERTY IN TRANSIT**

We will indemnify **You** up to the **Sum Insured** for **Section 2: Household Contents** as shown in the **Schedule** for **Domestic Contents** in transit while **You** are in the process of permanently moving to a different **Risk Address**, or while **Your Domestic Contents** is being transported to or from any registered furniture storehouse by a furniture removal contractor. Cover provided by this extension is for fire, lightning, explosion, collision or overturning of the conveying vehicle only and any **Theft** must be accompanied by forcible, violent and visible entry. The cover provided excludes any loss / damage to breakable articles such as but not limited to glassware and China unless such articles were packed by a professional furniture removal contractor and are not otherwise insured.

**26. WILD ANIMAL DAMAGE**

We will indemnify **You** for damage to **Domestic Contents** such as furniture, food, soiling of carpets and soft furnishings caused by wild animals such as baboons and monkeys. Our indemnity is limited to the excess and the amount as shown in the **Schedule / Annexure**.

For the purpose of this extension, **We** agree that the provisions stipulated in the General Exclusion headed Material Damage and / or Loss will not apply.

**27. THEFT WITHOUT FORCIBLE OR VIOLENT ENTRY**

Any **Theft** or attempted **Theft** whilst the **Private Residence** is **Unoccupied** by **You** is limited to the amount as shown in the **Schedule / Annexure** unless entry is gained into the **Private Residence** by actual, forcible and violent means. This extension does not cover **Theft** or attempted **Theft** from **Outbuildings**.

**28. PET ACCOMMODATION**

The insurance under this **Section** is inclusive of accommodation for pets up to the stated in the **Schedule / Annexure** in instances where **Your Private Residence** noted on the **Schedule** is rendered uninhabitable due to damage. Provided that the pet is owned by **You** and is normally kept at **Your Private Residence** which is occupied by **You**. This benefit will also apply in circumstances where **You** have taken up temporary accommodation following damage where such temporary accommodation does not permit pets.

**OPTIONAL EXTENSIONS**

**1. SUBSIDENCE AND LANDSLIP (EXTENDED COVER)**

We will indemnify **You** for loss or damage to **Your Domestic Buildings** caused by subsidence and / or landslip. Provided that this **Optional Extension** does not cover loss or damage caused by or attributable to:

- 1.1. any faulty design or inferior construction of or the removal or weakening of support to any building situated at the **Private Residence**,
- 1.2. any workmen engaged in making structural alterations additions or repairs, inclusive of previous repairs which re manifest to any building situated at the **Private Residence**,
- 1.3. any surface or subterranean excavations other than in the course of mining operations,
- 1.4. any consequential loss of any kind whatsoever, except loss of rent where provided for under this **Policy**.

In any action suit or other proceedings where **We** allege that by reason of (1.1.), (1.2.), (1.3.) or (1.4.) any loss or damage is not covered by this **Optional Extension**, the burden of providing the contrary will rest on **You**.



## SPECIFIC CONDITIONS

### 1. INSURED AMOUNT, OF INDEMNITY AND LIMIT OF COMPENSATION

**Your Domestic Contents** must be insured for the current replacement value of similar new property during the **Period of Insurance** and revised at the Renewal Date stated in **Your Schedule**. **We** may decide to indemnify **You** by means of repairing, replacing, paying cash or any combination of the said methods.

The basis of indemnity to **Your Domestic Contents**, or part of it, is limited to the **Sum Insured** as shown in the **Schedule**. **Our** indemnity for a single claim or series of claims arising from a single event will be limited to the **Sum Insured** stated in the **Schedule**, or to the amounts shown in the **Schedule / Annexure** for the **Specified Extensions**, or to the insured amount shown in the **Schedule** regarding **Optional Extensions**.

Payments under the heading **Specific Extensions** of this **Section** are additional to the insured amount as shown in the **Schedule** for the cover provided.

### 2. VALUABLE ARTICLES

**We** will only indemnify **You** for loss of or damage to furs, rugs, carpets, paintings, jewels, jewellery, gemstones, watches and articles made of platinum, gold or silver up to 1/3<sup>rd</sup> of the **Sum Insured** for the **Domestic Contents** of **Your Private Residence**. **We** will request, proof of purchase and / or a valuation certificate for furs, rugs, carpets, paintings, jewels, jewellery, gemstones, watches, collectables, antiques and articles made of platinum, gold or silver or any other precious metal or stone which exceed the amount of stated in the **Schedule / Annexure**.

All valuation certificates and proof of purchase required must be in the currency of South Africa. If the proof of purchase is in a foreign currency a valuation certificate in South African currency will be required.

### 3. LOCKED SAFE WARRANTY - JEWELLERY

In respect of any item of jewellery, exceeding the **Sum Insured** stated in the **Schedule / Annexure**, it is hereby warranted that the item will be kept in a locked safe when not carried on the person or in use. It is further warranted that the locked safe will be permanently affixed to the floor or a structural wall of the **Private Residence** and locked at all times. In the event of a claim in respect of the item of jewellery stolen from a locked safe **Theft** must be accompanied by actual forcible or violent entry into the safe. If the item of jewellery is not kept in a locked safe, **Our** indemnity will be limited to the amount stated in the **Schedule / Annexure** for each item of jewellery and subject to an additional excess as noted in the **Schedule / Annexure**.

### 4. LOCKED SAFE WARRANTY - FIRE ARMS

It is warranted that all firearms, as defined in the Firearms Control Act, will be kept in a locked safe when not carried on the person or in use. It is further warranted that the locked safe will be permanently affixed to the floor or a structural wall of the **Private Residence** and locked at all times. In the event of a claim in respect of a firearm stolen from a locked safe **Theft** must be accompanied by actual forcible or violent entry into the safe.

### 5. ITEMS IN A BANK VAULT

Loss of or damage to items shown in the **Schedule** which are kept in a bank vault, only applies whilst the items are contained in a safe deposit at a registered bank. **We** will require a breakdown of all goods in a bank vault and **You** need to notify **Us** immediately upon movement thereof.

### 6. SECURITY MEASURES

#### 6.1. BURGLAR PROOFING AND SECURITY GATES

If **We** require burglar proofing and security gates as described in the **Schedule**, **We** will cover **You** for **Theft** and **Burglary** only if:

6.1.1. all opening windows and external doors are protected by burglar proofing and security gates are installed as required in the **Schedule**, and

6.1.2. **Your Private Residence** and **Your Outbuildings** are left unattended and the required burglar proofing and security gates have been locked by **You** or any person **You** have authorised to look after **Your Private Residence** and **Outbuildings**, and

6.1.3. the required burglar proofing and security gates have not been removed without **Our** permission.

#### 6.2. LINKED BURGLAR ALARM SYSTEM

If **We** require that a linked burglar alarm system must be installed at the **Private Residence** as described in the **Schedule**, **We** will only indemnify **You** for **Theft** and **Burglary** if:

6.2.1. the **Private Residence** is protected by a linked burglar alarm system,



6.2.2. the linked burglar alarm system installed at the **Private Residence** will be made fully operative at all times when:

6.2.2.1. the **Private Residence** is **Unoccupied**, or

6.2.2.2. the **Private Residence** is **Unoccupied** but not **Your Outbuilding**.

It is further warranted that:

6.2.3. the linked burglar alarm system will protect all access points such as doors and windows by means of magnetic contact points / switches or motion detectors and that none of the motion detectors of the required burglar alarm system are obstructed or bypassed,

6.2.4. the contract agreement between **Yourself** and the alarm company / supplier must be inclusive of a 24 hour monitored armed response service,

6.2.5. the linked burglar alarm system must be maintained in a full operational condition at all times under the obligations of contract with the alarm company / supplier and the responsibility will rest upon **You** to ensure that the burglar alarm system is operational and maintained at all times,

6.2.6. in the event of a claim, **We** hold the right to request from **You** or the alarm company / supplier confirmation of installation, maintenance, activation records and incident reports,

6.2.7. this **Section** will not cover loss of or damage to the **Domestic Contents** described in the **Schedule** following: -

6.2.7.1. the use of the arming / disarming code of the alarm panel or remote-control unit of the burglar alarm system, or

6.2.7.2. any duplicate thereof belonging to **You** unless such code or remote control has been obtained by any means of violence.

In any action suit or other proceedings where **We** allege that by any reason that the burglar alarm system is not fully operational or not activated when the **Private Residence** described in the **Schedule** was left **Unoccupied** the burden of proving the contrary will rest on **You**.

### 6.3. PERIMETER SECURITY

If perimeter security is required by **Us**, **We** will only indemnify **You** for **Theft** and / or **Burglary** if:

6.3.1. the perimeter security is maintained and kept in working condition,

6.3.2. **We** permitted alterations or the removal of the perimeter security.

## 7. AMOUNT PAYABLE BY YOU

**You** are liable for the excess amount and / or percentage as shown in the **Schedule / Annexure** for each and every event. Refer to the General Condition headed Amounts Payable by You. If the excess is based on a percentage, the percentage will be calculated against the loss or damage that has occurred, which will be deducted from the loss.

## 8. PAIRS OR SETS

Where the insured items consists of a pair or set, **We** will not be liable for more than the values of any particular part or parts which may be lost or damaged, or more than the proportionate part of the pair or set, without reference to any special value which such article may have as part of such pair or set. Average is not applicable to this cover.

## NOT COVERED BY THIS SECTION

**We** will not indemnify **You** for any of the below events unless specifically accepted by **Us** and specifically shown otherwise in the **Schedule / Annexure**:

1. any property that is more specifically insured,
2. any livestock or other animals,
3. any costs of reproduction or repair of data of any kind,
4. any **Theft** or attempted **Theft** while **Your Private Residence** is lent, let or sublet to a **Tenant**,
5. any loss, damage or breakage covered by a manufacturer's purchase agreement, guarantee or service contract,

6. any **Theft** from any vehicle which is left unattended and where the items were not in the locked luggage compartment or locked interior of the vehicle,
7. any loss or damage:
  - 7.1. caused, sustained or incurred outside the territorial limits set out in this **Policy**,
  - 7.2. to property, with the purpose of disposing of it in a business transaction, whether it is concluded or not,
  - 7.3. of **Money**, (deeds, cash, bonds, bills of exchange, promissory notes, securities for **Money**, as well as prepaid phone cards or prepaid cellular vouchers) at **Your Private Residence** not otherwise provided for in terms of the extension for **Money** provided by this **Section**,
  - 7.4. to rare books, medals, stamp collections and manuscripts or documents of any kind,
  - 7.5. to more than 2 coins that forms part of a coin collection and exceeds R10 000 per coin,
  - 7.6. caused by wear and tear or by any event happening over a period of time,
  - 7.7. caused by depreciation, the influence of light, rust, or vermin, moths other insects or their larvae any loss or damage caused by the events contained in the General Exclusion headed Material Damage and / or Loss,
  - 7.8. caused by over winding of clocks,
  - 7.9. caused by electrical or mechanical breakdown unless by power surge as provided for under the extensions for power surge insured under the extensions of this **Policy**,
  - 7.10. caused by demolition, alteration, construction, cleaning, renovation, repair, restoration or any similar process,
  - 7.11. to glass, glassware, jewellery, or other brittle articles due to cracking, denting, chipping or scratching,
  - 7.12. of motor vehicles (inclusive of self-propelled vehicles), watercraft (excluding surfboards, kite boards, paddle skis, kayaks, canoes, surf boards, sailboards and model boats), aircraft / **Drones** other aerial devices and all tools, spare parts and accessories of these vehicles, aircraft / **Drones** or Watercraft that are on, in or attached to it,
  - 7.13. from or relating to any exchange, cash or credit sale agreement, inclusive of theft under false pretence, trickery, scam and fraud,
  - 7.14. to property in the open caused by storm, water, wind, hail or snow unless the insured property is designed to exist in the open,
  - 7.15. caused by **Theft** or **Burglary** if the **Private Residence** is **Unoccupied** for a period of 60 (sixty) consecutive days during any **Annual Period**,
  - 7.16. caused by **Theft** or **Burglary** if the **Private Residence** is **Vacant**,
  - 7.17. for any amount in excess of 1/3<sup>rd</sup> of the **Domestic Contents Sum Insured** for loss of, or damage to, furs, rugs, carpets, paintings, precious and semi-precious metals, jewellery, stones and articles manufactured there from,
  - 7.18. to garden furniture, garden equipment, tools or sporting equipment whilst in use,
  - 7.19. to **Portable Computer Equipment** exceeding 1% of the **Domestic Contents Sum Insured** or R15 000, whichever is the greater,
  - 7.20. caused by storm, wind, water, hail or snow during renovations, additions or extensions if the loss or damage is caused by or made worse by the renovations, additions or extensions,
  - 7.21. any **Theft / Burglary** or attempted **Theft / Burglary** during renovations, additions or extensions unless such **Theft / Burglary** is accompanied by violent, forcible and visible entry into the premises.

## SECTION 3: FINE ARTS

### DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

<b>Fine Arts Collection</b>	means art, antiques and other property belonging to <b>You</b> , or for which <b>You</b> have a legal responsibility.
<b>Fine Arts</b>	means art, antiques and collectibles of particular value due to their age, style, artistic merit or collectable value inclusive of: <ol style="list-style-type: none"> <li>1. furniture, paintings, drawings, etchings, prints and photographs,</li> <li>2. tapestries and rugs,</li> <li>3. manuscripts,</li> <li>4. ornaments and sculpture,</li> <li>5. stamps or coins forming part of a collection including books, pages, mountings, albums, containers, frames, cards and display cabinets,</li> <li>6. gold, silver, pewter, platinum or gold- and silver-plated items,</li> <li>7. clocks and barometers,</li> <li>8. musical instruments.</li> </ol>
<b>Market Value</b>	means the value of replacing the item in the current market.
<b>Agreed Value</b>	means the value agreed between <b>You</b> and <b>Us</b> for items for the purpose of this <b>Policy</b> and as stated in the <b>Schedule</b> .
<b>Risk Address/Premises</b>	means the address of the premises where <b>Your Private Residence</b> is situated as stated in the <b>Schedule</b> but excluding the gardens, grounds, garages and outbuildings.

### BASIC COVER

**We** will indemnify **You** up to the **Sum Insured** stated in the **Schedule** at the **Risk Address** for accidental, sudden and unforeseen physical loss / damage and non-deliberate action to **Your Fine Arts** other than events or circumstances listed in the General Exclusions of the **Policy** and the specific exclusions, limits and conditions contained in this **Section**.

### EXTENDED BASIC COVER

#### 1. FINE ARTS IN TRANSIT

**We** will indemnify **You** for:

- 1.1. **Fine Arts** whilst in transit, limited to **Theft** accompanied by forcible, violent and visible entry, fire, lightning, explosion, collision or overturning of the conveying vehicle while **You** are in the process of permanently moving to a different risk address, or while **Your Insured Property** is being transported to or from any registered furniture storehouse, by a furniture removal contractor. Cover excludes any damage to any **Fine Arts** unless such articles were packed by the furniture removal contractor and are not otherwise insured,
- 1.2. Loss or damage for **Theft** whilst in transit between the place of purchase, repair or renovation and **Your Risk Address**, or whilst being transported to or from any bank or safe deposit,

In respect of (1.1) and (1.2) above, **We** will not pay for any loss or damage caused by or arising from or attributable to:

- 1.3. any **Fine Art** not adequately packed and secured, having regard to the nature of the item,
- 1.4. any transit by sea or air.

**We** will pay up to the **Market Value** or the **Sum Insured** stated in the **Schedule** whichever is the lesser.

## 2. LOSS IN VALUE

We will indemnify You for loss in value if the item has been repaired by a repairer authorised by Us up to the **Market Value** of the item or the **Sum Insured** stated in the **Schedule** whichever is the lesser.

## 3. NEWLY ACQUIRED ARTICLES

We will indemnify You for the increase in value of **Fine Arts** following additional purchases, provided that:

- 3.1. You advise Us within 30 days of the purchase of such property and an additional premium has been paid to Us,
- 3.2. such newly acquired articles do not exceed 25% of the **Sum Insured** of **Section 2: Household Contents**.

We reserve the right at all times to refuse cover over newly acquired articles if notification of such purchase occurs after the 30th day provision.

## 4. TENANTED PREMISES

In the event that **Your Private Residence** is being let or sublet, We need to be notified by You and We have to agree to it in writing.

We will indemnify You for loss or damage by **Theft** or attempted **Theft** by means of violent, forcible and visible entry or exit from such tenanted **Private Residence**. We will pay up to the **Market Value** or the amount as shown in the **Schedule** whichever is the lesser.

## 5. DEATH OF AN ARTIST

We will indemnify You for the amount after the automatic increase of the insured value of any item shown in the **Schedule** for **Fine Arts** by up to 50% if the artist passes away during the **Annual Period**, within 6 months immediately following the death of that artist. You will be liable for the payment of any additional premium applicable before We consider payment of any claim in respect of this benefit.

## 6. TEMPORARILY ELSEWHERE

We will indemnify You if **Your Fine Arts** have been temporarily removed to other premises, provided that **Theft** or attempted **Theft** must be accompanied by violent, forcible and visible entry.

We will indemnify You up to the percentage of the **Sum Insured** or the amount shown in the **Schedule**, whichever is the lesser.

## OPTIONAL EXTENSIONS

### 1. EXHIBITIONS

(if stated to be included)

We will indemnify You for accidental, sudden and unforeseen physical loss / damage and non-deliberate action to **Your Fine Art** that is exhibited at any Art Exhibition, provided that You notify Us of the below before the **Fine Art** is to be exhibited at the Art Exhibition:

- 1.1 Duration that the **Fine Art** will be contained at the Art Exhibition,
- 1.2 When will the **Fine Art** be returned to the **Private Risk Address** as stated on the **Schedule**,
- 1.3 You supply all relevant details for the exhibition location and the security arrangements that will be in place,

Subject to receipt of the above (1.1), (1.2) and (1.3), We may at Our discretion stipulate certain requirements to be adhered to for cover to be in place.

Our indemnity is limited to the **Sum Insured** stated in the **Schedule**.

## CONDITIONS

### 1. INSURED AMOUNT, BASIS OF INDEMNITY AND LIMIT OF COMPENSATION

The **Fine Art** insured hereby must be insured during the **Period of Insurance**, for the current **Market Value** of similar **Fine Art**.

We may decide to indemnify You by means of repairing, replacing, restoring or cash settlement or any combination of the said methods without deduction for wear and tear for any lost or damaged item.

The basis of indemnity to **Fine Arts** per item or pairs and sets, or part thereof, will be limited to the **Sum Insured** as shown in the **Schedule**.

**Our** indemnity for a single claim or series of claims arising from a single event will be limited:

- 1.1 to the **Sum Insured** under the **Basic Cover** if insured **Fine Art** is lost or totally destroyed, or
- 1.2 to either the cost of restoration plus any loss in **Market Value**, up to the maximum of the **Sum Insured** or the **Market Value** immediately prior to the loss whichever is the lesser, if such **Fine Art** is partially lost or damaged.
- 1.3 to actual costs related to **Extended Basic Cover**, or
- 1.4 to the amount shown in the **Schedule / Annexure** under **Extended Basic Cover**; or
- 1.5 to the insured amount shown in the **Schedule** regarding **Optional Extensions**.

## 2. LOCKED SAFE WARRANTY - JEWELLERY

In respect of any item of jewellery, exceeding the **Sum Insured** stated in the **Schedule / Annexure** it is hereby warranted that the item will be kept in a locked safe when not carried on the person or in use. It is further warranted that the “locked safe” will be permanently affixed to the floor or a structural wall of the dwelling and locked at all times. In the event of a claim in respect of the item of jewellery stolen from a locked safe (as described above), the theft must be accompanied by actual forcible or violent entry into the safe.

If the item of jewellery is not kept in a locked safe, **Our** indemnity will be limited to the amount stated in the **Schedule / Annexure** for each item of jewellery and subject to an additional excess as noted in the **Schedule / Annexure**.

## 3. AVERAGE

Average (Under Insurance) does not apply to this **Section** provided **We** have received the valuation certificates and the item is insured for the correct **Market Value**. If not, the following calculation will be used:

If the amount needed to replace **Your Fine Art** with the **Market Value** of similar items after an event, is more than the **Sum Insured**, **We** will not pay the full amount of the loss or damage. The difference between the **Sum Insured** and the amount needed to replace all the insured **Fine Art** will be paid by **You**. **You** will be responsible for a proportional share of the costs.

For example : if **You** suffer damage to the value of R10 000 and **You** are insured for R 50 000, but the **Market Value** of the property is R100 000 means that **You** are only insured for half of the **Market Value** and the other half of R5 000 must be covered by Yourself.

The calculation will be as follows :	
Sum Insured	: R50 000
Market value	: R100 000
Claim	: R10 000
Calculation: Underinsurance	<u>R10 000 x R50 000</u> R100 000
<b>We will only pay You</b>	= R5 000.

## 4. PAIRS OR SETS

Where **Fine Art** items consist of a pair or set, **We** will not be liable for more than the values of any particular part or parts which may be lost or damaged, or more than the proportionate part of the pair or set, without reference to any special value which such article may have as part of such pair or set. Average is not applicable to this cover.

## 5. VALUABLE ARTICLES

**We** will request, proof of purchase and / or a valuation certificate for furs, rugs, carpets, paintings, jewels, jewellery, gemstones, watches, collectables, antiques and articles made of platinum, gold or silver or any other precious metal or stone, which will exceed the amount stated in the **Schedule / Annexure**.

All valuation certificates and proof of purchase required must be in South African currency. If the proof of purchase is in a foreign currency a valuation certificate in South African currency will be needed.

## 6. RECOVERED PROPERTY

In the event that a recovery of the property or item from a collection has been made after **We** have settled a claim, **We** will notify **You** in writing. **You** will have the option to purchase the property or item back from **Us**. The amount payable will be the amount paid to **You** by **Us** when the claim was settled. **You** will have 30 days in which to notify **Us** of **Your** decision to purchase the property or not after which **We** have the right to dispose of such property as **We** see fit.

## 7. AMOUNT PAYABLE BY YOU

You are liable for the excess amount and / or percentage as shown in the **Schedule / Annexure** for each and every event. Refer to the General Condition headed Amounts Payable by You. If the excess is based on a percentage, it will be applied to the amount of the loss or damage that has occurred.

### NOT COVERED BY THIS SECTION

None of the following are covered, unless specifically stated to be included or where it has a value stipulated in the **Schedule / Annexure**:

1. any loss or damage caused by dryness or humidity being exposed to light or extreme temperature, unless caused by storm or fire,
2. any loss or damage caused by coastal or river erosion,
3. any loss or damage caused by any damage as a result of a rise in the water table except as a result of a storm,
4. any loss or damage caused by anything that happens gradually or over a period of time, inclusive of smoke, dust and rising damp or mildew,
5. any loss or damage caused by perils of a cosmetic nature, inclusive of but not limited to chipping, scratches, denting, disfiguration or discolouration,
6. any loss or damage caused by the perils listed under General Exclusion headed Material Damage and / or Loss,
7. any loss or damage caused by pollution or contamination,
8. any loss or damage caused by cleaning, repairing or restoring by any manner or method,
9. any loss or damage caused by misuse, defective workmanship, construction or design, or the use of faulty materials,
10. any loss or damage caused by lack of maintenance, wear and tear, rust or corrosion,
11. any loss or damage caused by mechanical, electrical or electronic breakdown,
12. any loss or damage caused by over winding of clocks,
13. any loss or damage caused by defects in the design or construction of the building, or where the relevant local authority would not have approved the structure at the time of construction,
14. any loss or damage where the act of nature caused or contribute to the damage of unroofed or partially roofed structures,
15. any additional costs resulting from the unavailability of matching materials,
16. any loss or damage caused by cracking or collapse of the building, unless caused by external causes,
17. any loss or damage caused by weeds or roots,
18. any loss or damage caused by any damage as a result of acid mine water,
19. any loss, damage or breakage covered by any guarantee, service contract, purchase contract or any purchase agreement,
20. any claim arising out of contractual liability unless legal liability would have existed in the absence of such contract or agreement,
21. any loss or damage caused by **Theft** if the dwelling is **Unoccupied** for a period of 60 consecutive days during any **Annual Period**,
22. any loss or damage arising from the same happening, for the same property or any liability applicable to more than one of the **Sections** of this **Policy**,
23. any loss or damage caused intentionally by a **Tenant**,

24. any loss or damage caused by water suddenly leaking from fixed water tanks, apparatus and pipes, swimming pools while **Your** dwelling is **Unoccupied** for 60 days or more,
25. any loss or damage to musical instruments while the instrument is being played,
26. any loss or damage to any **Fine Art** items if used for business purposes,
27. any disappearance of an individual rare book, medal, stamp, coin, manuscript or documents of any kind that is insured as part of a collection unless it is mounted in a volume and the page is also lost,
28. any loss or damage to **Fine Art** that occurs outside of the South African borders unless agreed to by **Us** in writing prior to any **Fine Arts** leaving the country,
29. if during the **Period of Insurance** an item of **Fine Art** as shown in the **Schedule** is not rightfully **Yours** and **You** are legally obliged to return the item to its rightful owner because it is proved that **You** do not have good title to it.



## SECTION 4 : ALL RISKS

### DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

<p><b>Drone</b></p>	<p>means any: -</p> <ol style="list-style-type: none"> <li><b>Remotely Piloted Aircraft</b> – being further defined as an unmanned aircraft which is piloted from a remote pilot station, excluding <b>Model Aircraft</b> and <b>Toy Aircraft</b>,</li> <li><b>Toy Aircraft</b>– being further defined as an aircraft which is designed or intended for use in play by children,</li> <li><b>Model Aircraft</b> – being further defined as non-human carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport, or competitions.</li> </ol> <p>The term <b>Drone Accessories</b> means any: -</p> <ol style="list-style-type: none"> <li>filming, scanning, mapping, infrared and x-ray equipment inclusive of software,</li> <li>bags and carry cases,</li> <li>tools and cleaning equipment,</li> <li>guards and safety equipment,</li> <li>two-way radio and communications equipment,</li> <li>power supplies and control equipment,</li> <li>binoculars and photographic equipment,</li> <li>laptops and tablets</li> </ol> <p>All of which are used for the purpose of controlling a <b>Drone</b>, inclusive of any other equipment which can be affixed to the payload of the drone.</p>
<p><b>Dwelling</b></p>	<p>means:</p> <ol style="list-style-type: none"> <li>a primary residence structure at which <b>You</b> reside on a full-time basis, or</li> <li>temporary accommodation structure at which <b>You</b> may reside for vacation / temporary purposes to that of <b>Your</b> primary residence mentioned in (1) above.</li> </ol> <p>For the purpose of (2) above the term temporary means infrequent and short periods of time not exceeding 6 months.</p>
<p><b>Mobile Communication Devices</b></p>	<p>means portable electronic items, used for mobile communication, inclusive of all accessories (for example: cellular phones, satellite navigation system receivers [GPS's]).</p>
<p><b>Personal Belongings</b></p>	<p>means property normally worn or designed to be carried on or by <b>You</b> solely for private purposes and which is owned by <b>You</b> or for which <b>You</b> are legally <b>Responsible</b>.</p>
<p><b>Portable Electronic Device</b></p>	<p>means a device that is capable of storing, processing and transmitting data, which is small enough to be carried by hand, for example but not limited to: laptops, kindles, iPads and tablet devices.</p>
<p><b>Specified Property</b></p>	<p>means items as described in the Specified All Risk Section and shown in the <b>Schedule</b>.</p>

<b>Unspecified Property</b>	<p>means:</p> <ol style="list-style-type: none"> <li>1. <b>Your</b> clothing,</li> <li>2. <b>Personal Belongings</b> normally designed to be carried on, by, or with a person by external means only.</li> <li>3. personal equipment normally worn or used by the person participating in sport excluding sports equipment whilst in use.</li> </ol>
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## BASIC COVER

**We** will indemnify **You** for accidental, sudden and unforeseen physical loss of or damage to the whole or part of the property described in the **Schedule** while anywhere in the world subject to the **Specific Conditions** of this **Section**, by any accident or misfortune not otherwise excluded to:

1. **Unspecified Property** up to the **Sum Insured** stated in the **Schedule / Annexure**, provided that **Our** compensation is limited to:
  - 1.1. a maximum of 25% of the **Sum Insured** for such **Unspecified Property** for any one item of this **Section**,
  - 1.2. not more than 5 compact discs,
2. **Specified Property** listed in the **Schedule** up to the maximum **Sum Insured** stated in the **Schedule**. **We** require full details of property in order to specify the item, inclusive of but not limited to full description, make and model, as well as all serial numbers.

## SPECIFIC CONDITIONS

### 1. INDEMNITY TO YOU

**We** will decide whether **We** want to settle a claim by repairing or replacing or paying cash, or a combination of the three, at current replacement cost but subject always to the **Sum Insured** stated in the **Schedule**, which results from any cause occurring anywhere in the world, provided that any temporary visits outside the territorial limits of the Republic of South Africa are for a period of up to 6 months per **Annual Period** only after which **You** will be uninsured for events occurring outside such territorial limits.

### 2. AVERAGE (UNDER-INSURANCE)

If at the time of the loss or damage, the amount which is needed to replace **Your Unspecified** or **Specified Property** insured hereby with similar new property is more than the amount for which it is insured, **You** will be considered as **Your** own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

### 3. LOCKED SAFE WARRANTY - JEWELLERY

In respect of any item of jewellery, exceeding the **Sum Insured** stated in the **Schedule/ Annexure**, it is hereby warranted that the item will be kept in a locked safe when not carried on the person or in use. It is further warranted that the locked safe will be permanently affixed to the floor or a structural wall of a **Dwelling** and locked at all times. In the event of a claim in respect of the item of jewellery stolen from a locked safe any theft must be accompanied by actual forcible or violent entry into the safe. If the item of jewellery is not kept in a locked safe, **Our** indemnity will be limited to the amount stated in the **Schedule / Annexure** for each item of jewellery and subject to an additional excess as noted in the **Schedule / Annexure**.

### 4. LOCKED SAFE WARRANTY - FIREARMS

It is warranted that all firearms, as defined in the Firearms Control Act, will be kept in a locked safe when not carried on the person or in use. It is further warranted that the locked safe will be permanently affixed to the floor or a structural wall of the **Dwelling** and locked at all times. In the event of a claim in respect of a firearm stolen from a locked safe any theft must be accompanied by actual forcible or violent entry into the safe.

### 5. ITEMS IN A BANK VAULT

Loss of or damage to items shown in the **Schedule** which are kept in a bank vault, only applies whilst the items are contained in a safe deposit at a registered bank. **We** will require a breakdown of all items in a bank vault and **You** need to notify **Us** immediately upon movement thereof.

## 6. PAIRS OR SETS

Where the insured items consist of a pair or set, **We** will not be liable for more than the values of any particular part or parts which may be lost or damaged, or more than the proportionate part of the pair or set, without reference to any special value which such article may have as part of such pair or set. Average is not applicable to this cover.

## 7. STAMP AND COIN COLLECTIONS AND PERSONAL DOCUMENTS

**We** will indemnify **You** according to the cover provided in respect of:

- 7.1. a single stamp or coin, or a single set of stamps or coins according to the current catalogue or price list value,
- 7.2. personal documents, inclusive of personal deeds, wills, agreements, maps, plans, records, books, letters and certificates, for the value of the materials and the cost of labour needed for replacement. **We** will not indemnify **You** if these documents are negotiable instruments or share certificates.

## 8. VALUABLE ARTICLES

**We** will request proof of purchase and / or a valuation certificate for furs, rugs, carpets, paintings, jewels, jewellery, gemstones, watches, collectables, antiques and articles made of platinum, gold or silver or any other precious metal or stone, which exceed the amount stated in the **Schedule / Annexure**.

All valuation certificates and proof of purchase required must be in the currency of South Africa. If the proof of purchase is in a foreign currency a valuation certificate in South African currency will be required.

## 9. REINSTATEMENT OF SPECIFIED ITEMS FOLLOWING A CLAIM

If any item specified in the **Schedule** is subject to a total loss meaning it is lost, damaged beyond economical repair or stolen then such item will be deleted from the **Schedule**. The onus rests on **You** to advise **Us** of items replacing such items which are the subject of total loss and that **You** provide us with the replacement items description and **Sum Insured**.

## 10. AMOUNT PAYABLE BY YOU

**You** are liable for the excess amount and /or percentage as shown in the **Schedule / Annexure** for each and every event. Refer to the **General Condition** headed **Amounts Payable by You**.

If an excess is based on a percentage, it will be applied to the amount of the loss or damage that has occurred.

## OPTIONAL EXTENSIONS

### 1. SPECIFIED JEWELLER EXTENSION

In the event of a claim, it is hereby noted and agreed that **You** may utilise the services of the specified jewellery supplier as stated in the **Schedule**. It is a condition of cover that the item of jewellery is valued by an independent valuator and the onus of proof rests with **You** to furnish such proof of value and ownership to **Our** satisfaction.

Further noted that **Our** indemnity is limited to the replacement value or **Sum Insured** stated in the **Schedule**, whichever is the lesser.

## NOT COVERED - APPLICABLE TO UNSPECIFIED PROPERTY

**We** will not indemnify **You** for any of the below unless **You** specify these under **Specified Property** noted in the **Schedule**:

1. any **Portable Electronic Devices**,
2. any **Mobile Communication Devices**,
3. any car sound equipment,
4. any firearms and accessories,
5. any contents of caravans
6. any camping equipment,
7. any stamp, medal and coin collections and personal documents,
8. any bicycles,
9. any wheelchairs or other portable medical apparatus / equipment,
10. any surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurf boards and sail boards or items of a similar nature,

11. any form of hearing aids,
12. any property more specifically insured under any **Section** of this **Policy**.

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

**We** will not indemnify **You** for:

1. any cost of reproduction or repair of data,
2. any items covered by guarantee, service contract, purchase contract or any purchase agreement of any type,
3. any property that has the purpose to be disposed of in a business transaction, for example stock,
4. any vehicles, motor cycles, scooters, three wheeled vehicles, quad bikes, trailers and caravans inclusive of fitted accessories, hang gliders, air and watercraft and their equipment, **Drones**,
5. any money, securities for money, money orders, deeds, bonds, bills of exchange, promissory notes, cheques, postal and money orders, negotiable documents, travel and other tickets, gift vouchers/ cards, pre-paid telephone and cell phone cards,
6. any rare books, medals, stamps or coin collections and manuscripts or documents of any kind, unless **We** have agreed otherwise and such items are specified in the **Schedule**,
7. any loss or damage :
  - 7.1. by wear and tear or by any event happening over a period of time,
  - 7.2. by depreciation, the influence of light, rust, or vermin, moths other insects or their larvae any loss or damage caused by the events contained in the General Exclusion headed Material Damage and / or Loss,
  - 7.3. by or in connection with any exchange, cash or credit sale agreement, inclusive of theft under false pretence, trickery, scam and fraud,
  - 7.4. by electronic viruses, Trojans, worms or similar destructive media interferences,
  - 7.5. by chipping, scratching, denting and breaking of China or similar articles of fragile nature,
  - 7.6. by confiscation, detention, delay or destruction arising from any process of law,
  - 7.7. by bursting, rusting, corrosion or derangement of any firearm,
8. any loss or damage caused to cameras and photographic equipment and musical equipment used for professional purposes or for reward,
9. any loss or damage to personal belongings which are carried in **Your** body, (for example implantation of hearing aid into **Your** body is excluded, however, hearing aid onto **Your** body will be covered.)

## SECTION 5 : VEHICLE INSURANCE

### DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

<b>Agreed Value</b>	means that the particular make and model of the <b>Vehicle</b> is not published or obtainable from our approved vendor, at the date of inception of cover <b>You</b> will supply is with a written valuation certificate from an approved manufacturer / dealer which details the odometer reading, condition and value of the <b>Vehicle</b> . This value will be agreed between <b>You</b> and <b>Us</b> and will be stated as the <b>Sum Insured</b> in the <b>Schedule</b> .
<b>After-Market / Non-Standard Accessories and Spare Parts</b>	means any accessory or part not supplied by the manufacturer as a standard fitment and are fitted as an aftermarket fitment either during the time of vehicle purchase or afterwards. These are not fitted during the production of a vehicle and are not included in the manufacturer's standard specification for the vehicle model.
<b>Emergency benefit</b>	means costs and / or expenses incurred due to accident and / or unforeseen circumstances not otherwise excluded.  The <b>Emergency Benefit</b> does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership.  Further noted that where <b>We</b> agree to pay such costs, that these will not be a <b>Lump Sum</b> payment and any benefit hereunder will only be paid once <b>We</b> have received satisfactory evidence to support any claim made under this benefit.
<b>For Each and Every Limit (EEL)</b>	means the amount payable, inclusive of costs recoverable from <b>You</b> by a claimant or any number of claimants, legal costs incurred with <b>Our</b> consent for any <b>Occurrence</b> all of which will not exceed the <b>Sum Insured</b> stated in the <b>Schedule</b> .
<b>In the Annual Aggregate (AGG)</b>	means a pre-determined Rand amount up to which the <b>Policy</b> will cover <b>You</b> each <b>Annual Period</b> , regardless of the number of claims submitted or legal costs associated with these claims.
<b>Lump Sum</b>	means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a <b>Loss of Income</b> and which cannot be quantified by evidence of the <b>Loss of Income</b> suffered.
<b>Loss of Income</b>	means that an actual financial loss has been suffered through payment of expenses / costs which have been borne in terms of the Emergency Benefit insured hereby and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.
<b>Occurrence</b>	means an occurrence or series of occurrences arising from one cause in connection with any one <b>Vehicle</b> in respect of which indemnity is provided by this insurance.
<b>Market Value</b>	means the fair value being the average between <b>Retail Value</b> and <b>Trade Value</b> . The value of the vehicle further depends on the condition and mileage on the vehicle.
<b>Retail Value</b>	means the average of what the same <b>Vehicle</b> is currently selling for at car dealerships and is the highest price it can be insured for.
<b>Trade Value</b>	means the value <b>You</b> would get if the <b>Vehicle</b> is traded in.

Vehicle	The term <b>Vehicle</b> means	
	1	Private types of motor cars (inclusive of station wagons, minibuses, motorised caravans and the like, or similar vehicles) designed to seat 10 persons or fewer (including the driver), and not exceeding 3 500kg in Gross Vehicle Mass.
	2	Light Delivery Vehicles (inclusive of a panel van or double cab) not exceeding 3 500kg in Gross Vehicle Mass.
	3	Caravans / trailers which are not self-propelled, and which are designed or adapted to be towed by a self-propelled vehicle.
	4	Motorcycles (inclusive of motor scooters, scramblers, three wheelers or quad bikes.)
	5	Classic vehicles which are worthy of being a collectable vehicle and which are more than 20 years old.
	6	Supercar vehicles which are high in value vehicle, rare, exceptional and have unusual features and performance.
	7	Golf Carts which are small self-propelled vehicles originally designed for golfers riding between shots on golf courses, which are not registered to be driven on public roads.
<b>Licence</b>	means a valid driver's licence as prescribed by the National Road Traffic Act or any replacement or similar applicable statute. A person who is a learner driver must comply with the legislation concerning learner drivers.	
<b>Vehicle Sharing</b>	means carrying of passengers for social reasons (inclusive of learner commuting) and commuting to and from work in vehicles that are not registered or licensed for commuting purposes.	
<b>Uneconomical to Repair</b>	means that the repair / replacement costs of parts, the availability of parts, the repair duration and car hire costs associated with the repair are high in relation to the value of the vehicle.	

## BASIC COVER

**We** will indemnify **You** for accidental, sudden and unforeseen physical loss / damage according to the type of cover **You** have chosen for any **Vehicle** described in the **Schedule** inclusive of accessories and spare parts whilst thereon.

**After-Market / Non-Standard Accessories and Spare Parts** will be covered if specified and an additional premium paid.

If the current **Retail Value** of a **Vehicle** cannot be determined by the approved vendor from whom **We** receive vehicle value updates, then the onus rests on **You** to ensure that such **After-Market / Non-Standard Accessories and Spare Parts** are insured for the correct value so that the correct premium can be charged.

Provided that:

1. If **You** have listed items as **After-Market / Non-Standard Accessories and Spare Parts** and they are not included in the manufacturer's standard specification for that particular vehicle model, these will not be regarded as **After-Market / Non-Standard Accessories and Spare Parts** and will not be paid.
2. In instances where a claim occurs and adjustment has not been calculated, **We** reserve the right to settle according to an amount equal to the value of such **After-Market / Non-Standard Accessories and Spare Parts** at the time of loss, but not exceeding the market's latest list price or the **Sum Insured** stated in the **Schedule**, whichever is the lesser.

The basis of indemnity depends on the type of cover which **You** have chosen and is stated in the **Schedule** inclusive of any limits applicable to **After-Market / Non-Standard Accessories and Spare Parts**.

## 1. TYPES OF COVER

### 1.1. COMPREHENSIVE

**We** will provide cover for accidental damage, theft and hijacking events to the insured **Vehicle** stated in the **Schedule** as well as amounts for which **You** are legally liable to any third party if the legal liability is related to the insured **Vehicle**.

## 1.2. **THIRD PARTY, FIRE AND THEFT**

**We** will provide cover for accidental damage caused by fire, lightning, explosion, theft or attempted theft and hijacking events to the insured **Vehicle** stated in the **Schedule** as well as damages for which **You** are legally liable to any third party if the legal liability is related to the insured **Vehicle**.

## 1.3. **THIRD PARTY ONLY**

**We** will provide cover for any amounts for which **You** are legally liable to a third party if the liability relates to the insured **Vehicle**.

## 2. **BASIS OF INDEMNITY**

2.1. **We** may, at **Our** own option and discretion, repair, reinstate or replace such **Vehicle** or any part thereof and / or its **Accessories and Spare Parts** or **We** may pay in cash the amount of the loss or damage not exceeding the **Sum Insured** stated in the **Schedule** and / or its **Accessories and / or Spare Parts** at the time of such loss or damage, whichever is the lesser.

2.2. If **We** replace or reinstate such **Vehicle**, **We** will have the option to take ownership of the **Vehicle**.

### 2.3. **MAXIMUM INDEMNITY:**

The onus remains with **You** to ensure that the **Vehicle Sum Insured** stated in the **Schedule** is adequate. In the event of a claim the maximum amount payable will be the **Sum Insured** stated in the **Schedule** or at our discretion / election:

2.3.1. the **Retail value** applicable, or

2.3.1.1. damages less the excesses, betterment or depreciation, and

2.3.1.2. less any amount **You** are entitled to claim under any dual insurance.

2.3.2. if the insured **Vehicle** is determined as being a Code 3 registered vehicle (as defined by regulation) the maximum amount **We** will pay **You** is as stated above, less 30% of the **Retail value** of the **Vehicle** at the time of loss / damage.

2.3.3. If the **Vehicle** is noted as a Classic **Vehicle** the maximum amount that **We** will indemnify **You** will not exceed the **Agreed Value** which is determined by a qualified motor vehicle valuator and / or vintage club associated and the conditions stipulated in (2.3.4.) hereunder, will apply.

2.3.4. where previously requested by **You** and agreed to in writing by **Us** the **Agreed Value** stated in the **Schedule**.  
Provided that:

2.3.4.1. **You** provide **Us** with a written valuation certificate from an approved manufacturer / dealer as well as photographs of the odometer reading and condition of the **Vehicle** prior to acceptance of the cover provided. This will be an ongoing requirement from inception throughout the currency of this **Policy**.

2.3.4.2. All claims, except windscreen / glass will be determined according to this **Agreed Value** less any first amounts payable at the time of loss.

2.3.4.3. It remains **Your** responsibility to ensure that the **Agreed Value** is updated on the Renewal Date reflected on **Your Schedule**. If **You** fail to comply with clause ( 2.3.4.1.) then the average value given by three independent motor industry sources will be used as the value of the **Vehicle**.

2.3.4.4. If the insured **Vehicle** is, at the commencement of any damage to such vehicle by any peril insured against, collectively of greater value than the **Sum Insured** thereon, then **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the loss accordingly.

## EXTENDED BASIC COVER

### 1. **PROTECTION AND REMOVAL**

1.1 The reasonable cost of protection and removal to the nearest repairers, provided that **You** contact the Assistance Line stated on the **Schedule / Annexure**.



## 2. ACCIDENT TOWING AND STORAGE

- 2.1 The actual costs to store and tow the insured **Vehicle** following an accident claim, provided that **You** contact the Assistance Line stated on the **Schedule / Annexure**, who will appoint an approved service provider to tow the Insured **Vehicle** to the closest repairer.
- 2.2 In the event that the Assistance Line stated on the **Schedule / Annexure** is not utilised, then such costs will be limited to the maximum amount of stated on the **Schedule / Annexure**.

## 3. INSTRUCTION FOR EMERGENCY REPAIRS

- 3.1 **You** may give instructions for emergency repairs to be executed without **Our** prior consent to the extent of but not exceeding the amount as stated in the **Schedule / Annexure** , provided that a detailed estimate is first obtained and immediately forwarded to **Us**.

## 4. COST OF DELIVERY AFTER REPAIRS

- 4.1 The reasonable cost of delivery to **You**, after repair of loss or damage, not exceeding the reasonable cost of transport to **Your** permanent address in the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Mozambique, Zambia or Malawi.

## 5. RECOVERY COSTS

**We** will pay for the actual recovery costs incurred with **Our** written consent, of **Your Vehicle** when it is found after it has been stolen or hijacked. It being understood that this benefit only applies if **You** have selected Comprehensive or Third-Party Fire and Theft types of cover.

## 6. REPATRIATION

- 6.1 The necessary cost of repatriation following an insured event up to a maximum amount as stated in the **Schedule / Annexure**. **We** will only authorise the repairs to **Your Vehicle** when it has successfully been returned to the Republic of South Africa.
  - 6.1.1 If **You** do not return the **Vehicle** to the Republic of South Africa, then **You** have to prove that the **Vehicle** is uneconomical to repair in any method acceptable to **Us**, before **You** may be indemnified.
  - 6.1.2 If **We** accept liability, then **We** will determine the wreck value of the vehicle at 20% of the settlement figure, which will be deducted from the amount of the settlement.

## 7. REPLACEMENT OF YOUR VEHICLE AFTER A CLAIM

Available for private type sedans and Light delivery vehicles less than 3 500 kg only

It is hereby declared and agreed that the option to replace **Your** vehicle with a similar make and model remains **Our** discretion and is based on the following conditions:

- 7.1 **You** have a valid claim for the **Vehicle** against this **Section**,
- 7.2 the **Vehicle** is insured for no less than the initial list price (excluding discounts and inclusive of extras),
- 7.3 the **Vehicle** is according to **Our** discretion uneconomical to repair, or if stolen is not recovered prior to settlement,
- 7.4 that **You** are the first registered owner and the **Vehicle** is not older than 12 months,
- 7.5 that the **Vehicle** has travelled less than 30 000 kilometres in total,
- 7.6 that a similar **Vehicle** is available on the local vehicle market,
- 7.7 that the **Vehicle** was not previously involved in an accident,
- 7.8 **Our** indemnity will be limited to:
  - 7.8.1. the New List Price not exceeding the initial purchase price, or the **Sum Insured** as stated in the **Schedule** whichever is the lesser of the same or similar make and model, and
  - 7.8.2. where the vehicle has been noted as a Supercar our indemnity will be limited to:
    - 7.8.2.1. the New List Price not exceeding 10% of the initial purchase price, or

7.8.2.2. the **Sum Insured** as stated in the **Schedule** whichever is the lesser of the same or similar make and model.

It is hereby warranted that in the event that **We** decide not to replace **Your Vehicle** or **You** instruct **Us** not to replace the insured **Vehicle** with a similar make and model, that **Our** maximum indemnity will be limited to the value noted in the **Schedule** at the time of loss / damage, less the excess, betterment or depreciation and less any amount **You** are entitled to claim under a dual insurance policy / agreement.

**8. SUSPENSIVE SALE, CREDIT OR SIMILAR AGREEMENT**

If, to **Our** knowledge, the **Vehicle** is the subject of a suspensive sale or similar agreement, such payment will be made to the owner described therein whose receipt will be a full and final discharge to **Us** in respect of such loss or damage.

**9. EMERGENCY ACCOMMODATION**

**We** will indemnify **You** and passengers travelling with **You**, for accommodation for up to 2 (two) nights, within the **Annual Period** and outside a radius of 100 (one hundred) km from where the vehicle is normally kept, if the journey cannot be completed, caused by loss or damaged of the insured **Vehicle**.

**Our** indemnity is limited to the amount stated in the **Schedule / Annexure**.

**10. WINDSCREEN / WINDOW GLASS**

Subject to the **Vehicle** being comprehensively insured **We** will pay for the cost of repair or replacement to windscreen glass, side or rear glass, head or tail lamps or fitted spotlights forming part of the **Vehicle** as stated in the **Schedule**: Provided that:

10.1. No other damage has been caused to the **Vehicle** giving rise to a claim under the **Policy**,

10.2. **You** will be **Responsible** for the first amount payable (applicable to windscreen) stated in the **Schedule / Annexure** of each and every claim.

**11. LOCKS, KEYS AND REMOTE CONTROLS**

**We** will indemnify **You** in respect of the cost of replacing locks and keys, inclusive of the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured **Vehicle**, following upon the disappearance of any key or alarm controller of such **Vehicle** or following upon **You** having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that:

11.1 **Our** liability will not exceed, in respect of any one event, the amount stated in the **Schedule / Annexure**.

11.2 such amount will be reduced by the first amount payable (applicable to locks, keys and remote controls) stated in the **Schedule / Annexure** per event,

**12. FIRE EXTINGUISHING CHARGES**

**We** will indemnify **You** for costs relating to the extinguishing or fighting of fire and such costs will be deemed to be damage to **Your Vehicle** and will be payable in addition to any other payment for which **We** may be liable in terms of this **Section**, provided **You** are legally liable for such costs and the insured **Vehicle** was in danger from the fire. **Our** liability will not exceed, in respect of any one event, the amount stated in the **Schedule**.

**13. DRIVE HOME FACILITY**

13.1 This benefit is only applicable to:

13.1.1 Insured High Performance **Vehicles** and/or **Supercars** less than 3 500 kg's as stated in **Your Schedule** and is limited to 2 free incidents per year, per **Policy**. It is further noted and agreed that:

13.1.1.1. Two drivers will be dispatched to chauffeur **You** and the insured **Vehicle** home safely if **Your** alcohol level is over the legal limit provided **You** made the necessary reservation with **Our** service provider.

13.1.1.2. The service is limited within a 50km radius of the CBD of Johannesburg, Pretoria, Durban, Cape Town, East London, George, Port Elizabeth, Polokwane, and Bloemfontein.

13.1.1.3. The service is available daily from 18h00 to last pick up of 03h00 the following day.

13.1.1.4. Reservations must be made 48 hours in advance, alternatively a minimum of 1 hour prior to pick-up on off peak days between Sunday and Wednesday.

13.1.1.5. Should **You** not meet the driver 15 minutes after the confirmed pick-up time, the service will be

cancelled and **You** will be charged for the booking.

- 13.1.1.6. **You** are required to contact the Assistance Line stated in the **Schedule / Annexure** to make use of this offering.
- 13.1.1.7. This benefit can be extended to include other insured **Vehicles** less than 3 500 kg's, however the costs incurred hereto will be solely for **Your** own account and subject to the provisions as noted in (12.1.1.1.) to (12.1.1.6.) above.

#### 14. 4X4 COVER

This cover only applies to **Vehicles** stated in the **Schedule**, but excludes events where such **Vehicle** is used for the purpose of any organised competitive 4x4 off road activities such as time trials and contests. Cover and limits mentioned under **Extended Basic Cover**, will be applicable to this 4x4 cover, except if shown hereunder:

##### 14.1. Territorial Limits

- 14.1.1. The territorial limits are the Republic of South Africa, Namibia, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi, Zambia and Mozambique.
- 14.1.2. **We** will not authorise the repair for accidental damage to **Your** insured **Vehicle** before **You** have successfully returned the **Vehicle** to the Republic of South Africa.
- 14.1.3. If **You** do not return the **Vehicle** to the Republic of South Africa, **You** have to prove that the **vehicle** is **Uneconomical to Repair** in any method acceptable to **Us**, before **You** may be indemnified.
- 14.1.4. If **We** accept liability, **We** will determine the wreck value of the vehicle at 20 percent of the settlement figure, which will be deducted from the amount of the settlement.

**Our** indemnity will be limited to the amount shown in the **Schedule**.

#### SPECIFIC CONDITIONS

##### 1. DRIVERS LICENCE

During the currency of this **Section**, it is a condition precedent to **Our** liability under this **Section** that notification will be sent by **You** to **Us** immediately in writing, informing **Us** that **You** have knowledge of:

- 1.1. any drivers licence in **Your** favour or of **Your** authorised / regular driver being endorsed, suspended or cancelled, or
- 1.2. if any driver noted in (1.1.) above, is charged or convicted of any traffic law violation and / or negligent, reckless or improper driving, or
- 1.3. if **You** or **Your** authorised / regular driver be medically unfit to drive.

**Your** failure to comply with this condition will result in **Your** forfeiture to claim hereunder.

##### 2. INTERNATIONAL / FOREIGN DRIVERS LICENCE

It is a condition precedent to **Our** liability under this **Section** that:

- 2.1. any International / Foreign drivers' licence must:
  - 2.1.1. be a clear copy from the country of origin,
  - 2.1.2. where such licence is issued in a language other than English then:
    - 2.1.2.1. a full and official English translated copy thereof will be obtained from the relevant Embassies /Consulates as applicable,
    - 2.1.2.2. such document must be presented on an official letterhead which is stamped authenticating that the driver's license is valid in that country and that the license has not been cancelled or suspended,
    - 2.1.2.3. such document must include the date of issue, licence code (representing what the driver is permitted to drive) as well as period that such licence is valid.

2.1.2.4. such document must include the driver's details in order to validate the letter.

2.2. a clear copy of the driver's passport must accompany the above documentation.

2.3. cover will only be applicable once the above has been presented and accepted by **Us** prior to cover being granted.

**Your** failure to inform **Us** according to this condition, will result in **Your** forfeiture to a claim hereunder.

3. **You** must take all reasonable steps to maintain any **Vehicle** in an efficient and roadworthy condition,

4. **You** must take all reasonable steps in the event of any accident or breakdown to prevent further loss or damage from happening and if the insured **Vehicle** which is the subject of a claim is driven or used before the necessary repairs are effected that any extension of the damage or any further damage to such insured **Vehicle** will be entirely at **Your** own risk.

#### 5. **FIRST AMOUNTS PAYABLE**

5.1. In respect of each and every occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under this Sub-Section, **You** will be responsible for the first amounts payable stated in the **Schedule** (according to the type of **Vehicle**) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this Sub- Section (inclusive of any payment in respect of costs, expenses and fees), and

5.2. of any expenditure incurred by **Us** in the exercise of any discretion it may have under this insurance. If the expenditure incurred by **Us** will include any first amount payable for which **You** are responsible, such amount will be paid to **Us** by **You** forthwith.

5.3. Amounts payable by **You** in respect of Basic / Voluntary / Additional or Compulsory excesses is calculated separately for each **Vehicle** according to the cover as indicated in the **Schedule / Annexure**.

#### 6. **CLASS OF USE**

**You** are indemnified according to the class of use noted in the **Schedule**. For all classes of use (as noted below), the indemnity to **You** in connection with any **Vehicle** will operate while such **Vehicle** is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair excluding **Vehicles** in the possession or commission for the purpose of retail, sale or similar unless **We** agree in writing beforehand.

There will be no cover for any other use other than the class of use noted in the **Schedule**.

Should the use of any **Vehicle** change in any way, **We** are to be informed immediately so that cover can be amended accordingly. **Your** failure to notify **Us** of such change to the class of use will result in no cover being in place.

##### 6.1. **STRICTLY PRIVATE**

If stated in **Your Schedule**, it is hereby noted and agreed that the **Vehicle** insured hereby has been rated and the terms that have been provided are for Strictly Private purposes only.

##### 6.2. **SOCIAL USE (INCLUSIVE OF TO WORK AND BACK)**

If stated in **Your Schedule**, it is hereby noted and agreed that the **Vehicle** insured hereby has been rated and the terms that have been provided are for Social Purposes only. This cover is inclusive of private use and commuting to and from work.

##### 6.3. **PROFESSIONAL BUSINESS USE**

If stated in **Your Schedule**, it is hereby noted and agreed that the **Vehicle** insured hereby has been rated and the terms that have been provided are for Professional Business Purposes only. This cover is inclusive of private use and frequent business use and is limited to **You** and **Your** spouse only. If anybody else uses the **Vehicle** for business purposes, there will be no cover.

This cover excludes use of the **Vehicle** for the motor trade, driving instruction, towing for reward, hiring, the carriage of fare-paying passengers or the carriage of goods for business purpose.

##### 6.4. **BUSINESS USE**

If stated in **Your Schedule**, it is hereby noted and agreed that the **Vehicle** insured hereby has been rated and the terms that have been provided are for Business purposes only. This cover is inclusive of social, private, pleasure and professional business use and is limited to **You** and **Your** spouse only. If anybody else uses the **Vehicle** for business purposes, there will be no cover.

This cover excludes use of the **Vehicle** for the motor trade, driving instruction, towing for reward, hiring, the carriage of fare-paying passengers or the carriage of goods for business purpose.

#### 7. REGULAR DRIVER CLAUSE

**We** use pertinent information about the stated regular driver to determine the premium **We** charge to insure each **Vehicle**. This information is inclusive of but not limited to the person's age, driving history, driving ability and financial status. **You** must advise **Us** immediately of a change in the following:

- 7.1. the regular driver of a **Vehicle**,
- 7.2. the occupation of the regular driver,
- 7.3. change to the class of use of the **Vehicle**,
- 7.4. the financial status of the regular driver (inclusive of but not limited to information relating to any judgments, convictions or if the regular driver has been declared insolvent or placed under administration),
- 7.5. change of address where vehicle is kept overnight.

**We** may decline to indemnify or compensate **You** for **Your** loss, damage or any liability under this **Section** if the risk is materially changed without **Our** written consent. Refer to General Condition headed Misrepresentation, Misdescription and Non-Disclosure.

#### 8. SUPERCAR NOMINATED DRIVER CLAUSE

**We** use pertinent information about the stated nominated driver to determine the premium **We** charge to insure **Supercars**. This information is inclusive of but not limited to the person's age, driving history, driving ability and financial status. **You** must advise **Us** immediately of a change in the following:

- 8.1. the regular driver of a **Vehicle**,
- 8.2. the occupation of the regular driver,
- 8.3. change to the class of use of the **Vehicle**,
- 8.4. the financial status of the regular driver (inclusive of but not limited to information relating to any judgments, convictions or if the regular driver has been declared insolvent or placed under administration),
- 8.5. change of address where vehicle is kept overnight.

**We** may decline to indemnify or compensate **You** for **Your** loss, damage or any liability under this **Section** if the risk is materially changed without **Our** written consent. Refer to General Condition headed Misrepresentation, Misdescription and Non-Disclosure.

#### 9. CLASSIC VEHICLES NOMINATED DRIVER CLAUSE

**We** use pertinent information about the stated nominated driver to determine the premium **We** charge to insure **Classic Vehicles**. This information is inclusive of but not limited to the person's age, driving history, driving ability and financial status. **You** must advise **Us** immediately of a change in the following:

- 9.1. the regular driver of a **Vehicle**,
- 9.2. the occupation of the regular driver,
- 9.3. change to the class of use of the **Vehicle**,
- 9.4. the financial status of the regular driver (inclusive of but not limited to information relating to any judgments, convictions or if the regular driver has been declared insolvent or placed under administration),
- 9.5. change of address where vehicle is kept overnight.

**We** may decline to indemnify or compensate **You** for **Your** loss, damage or any liability under this **Section** if the risk is materially changed without **Our** written consent. Refer to General Condition headed Misrepresentation, Misdescription and Non-Disclosure.

## 10. UNAVAILABLE PARTS

If spare parts and / or accessories that are needed to repair the vehicle following a claim, are unobtainable as standard (readymade) parts in South Africa or are obsolete in pattern, **We** will pay an amount in cash equal to the value of the part at the time of the loss or damage, stated in the manufacturer's / agent's price list, inclusive of the reasonable cost to transport the part (other than by air, unless agreed by **Us**).

## 11. SECURITY MEASURES

### 11.1. SECURITY DEVICE

If a security device is required, as described in the **Schedule** for the **Vehicle**, loss of or damage to the **Vehicle** after theft will be covered only if:

- 11.1.1. the required security device is installed in or on the **Vehicle**,
- 11.1.2. the required security device is in a working condition,
- 11.1.3. the required security device is activated or put into operation when the **Vehicle** is left unattended.

### 11.2. TRACKING DEVICE

If a tracking device is required, as described in the **Schedule** for the **Vehicle**, loss of or damage to the **Vehicle** after theft, hijacking or attempted theft or hijacking will be covered only if:

- 11.2.1. the required tracking device is installed in or on the **Vehicle**,
- 11.2.2. a legally valid contract has been entered into between **Yourself** and the supplier of the tracking device,
  - 11.2.2.1. this contract must be in force, and all fees must be paid in full at the time of any theft or hijacking or attempted theft or hijacking,
- 11.2.3. the required tracking device is activated and in operation at the time of any theft, hijacking or attempted theft or hijacking,
- 11.2.4. the theft or hijacking is immediately reported to the supplier of the required tracking device,
- 11.2.5. either the required tracking device is self-testing, or You have arranged that it is tested at least once every six months.

## EMERGENCY BENEFIT

1. If any occupant other than **Yourself** or driver of the **Vehicle** sustains accidental bodily injury as a direct result of an accident, **We** will pay an **Emergency Benefit** in connection with the injury up to the amount stated in the **Schedule / Annexure** per injured occupant, but not exceeding the amount stated in the **Schedule / Annexure** in total for all occupants injured as a result of an **Occurrence** or series of occurrences arising out of one event.
2. The amount payable under this benefit will be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation.
3. The term **Emergency Benefit** is inclusive of any costs incurred to free such injured occupant from such **Vehicle** or to bring such injured occupant to a place where suitable treatment can be given.

## OPTIONAL EXTENSIONS

### 1. RIOT AND STRIKE (if stated to be included)

Subject otherwise to the Terms, Conditions, Exclusions and Warranties contained therein, this **Section** is extended to cover loss or damage directly occasioned by or through or in consequence of:

- 1.1. civil commotion, labour disturbances, riot, strike or lockout,
- 1.2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (1.1.) above.

Provided that this **Optional Extension** does not cover:

- 1.3. loss or damage occurring in the Republic of South Africa and Namibia,
- 1.4. consequential or indirect loss or damage of any kind or description whatsoever,
- 1.5. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation,
- 1.6. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, forfeiture, commandeering or requisition by any lawfully constituted authority,

## 2. CREDIT SHORTFALL

### (if stated to be included)

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current instalment sale or lease agreement, then **We** will pay to **You** an additional amount equal to the shortfall less:

- 2.1. any arrear instalments or rentals inclusive of interest payable on such arrears,
- 2.2. all refunds of premium for cancellation of any insurance cover relating to the **Vehicle**,
- 2.3. the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled,
- 2.4. the first amount payable stated in the **Schedule / Annexure**.

Provided always that:

- 2.5. the amounts payable will not exceed the maximum indemnity less the first amount payable stated in the **Schedule / Annexure**,
- 2.6. this endorsement will not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment,
- 2.7. if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension will be void,
- 2.8. loss or damage related to or caused by any occurrence referred to in General Exclusion headed War, Riot and Terrorism (1.1.1.), (1.1.2.), (1.1.3.), (1.1.4.), (1.1.5.) or (1.1.6.) of this **Policy** or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If **We** allege that, by reason of provisos (3.1.), (3.2.), (3.3.), (3.4.) or (3.5.), loss or damage is not covered by this **Section**, the burden of proving the contrary will rest with **You**.

## 3. CAR HIRE

### (if stated to be included)

Following a valid claim, **We** will indemnify **You** against the payment for the car hire of a vehicle by **You** provided that:

- 3.1. **We** arrange for the hire of the vehicle as **Your** agent,
- 3.2. the option of the vehicle to be hired is stated on the **Schedule** and will not exceed 1600cm unless expressly stated in the **Schedule**,
- 3.3. the hire is on an unlimited mileage basis but will exclude the cost of fuel and fuel deposit and / or lubricants and / or maintenance,
- 3.4. the hire period will:
  - 3.4.1. start within 21 days following theft or accident, and
  - 3.4.2. end on the day once repairs occasioned due to attempted theft or accident have been effected, or upon expiry of the maximum days stated in the **Schedule** after the start of the period of hire, whichever is sooner,
  - 3.4.3. end on the day following the settlement of **Your** claim in the event of a theft or total loss, or upon expiry of the maximum days stated in the **Schedule**, whichever is sooner.
- 3.5. in the event of any occurrence giving rise to a claim on the hired vehicle during the period of hire, **You** will be



responsible for the first amount payable in terms of the car hire agreement / contract.

#### 4. MOTOR ASSISTANCE SERVICE (if stated to be included)

In the event of a roadside emergency, **You** need to contact the 24 Hour Assistance Line stated in the **Schedule / Annexure** . This service entails 24 hour 7 days a week dispatching of an appropriate service provider and benefits are only applicable to the specified **Vehicles** insured on the **Policy**.

- A flat tyre
  - The call out fee and labour for a tyre change will be paid for.
  - If a spare tyre or appropriate tyre change equipment is not available, the **Vehicle** will be towed to a supplier and the towing cost will be paid for by **You**.
  
- A flat battery
  - The call out fee and labour for a jump start will be paid for.
  - If a jump start is not possible, the **Vehicle** will be towed to a place of repair or supplier and the towing is paid for by **Us**. Should assistance with a flat battery be requested more than once within the same week, the cost will be paid by **You**.
  
- Out of Fuel situations
  - The call out fee to dispatch fuel will be paid for.
  - **We** will provide **You** with a fuel voucher of R200 (limited to 3 incidents in the **Annual Period**). Thereafter, the actual cost of fuel is payable by **You**.
  
- Keys locked inside the vehicle
  - The call out fee and one hour's labour for the retrieval of the key will be paid for.
  - In the event of lost or stolen keys, **You** will be assisted but the cost are payable by **You**.
  
- Mechanical or electrical breakdown
  - Cost of towing to the nearest, approved repairer or place of safety will be paid for.
  - In the event if an appropriate dealer or place of repair is not available at the time of the incident, the 2nd tow from the place of safety will be arranged and paid for.
  
- Emergency car hire & Accommodation
  - In the event of a breakdown occurring more than 100km from **Your** permanent residence, emergency car hire will be arranged. The car hire is limited for a 24 hour period and a maximum amount of R500 (five hundred rand) per incident.
  - We will pay for overnight accommodation limited to an amount of R500 (five hundred rand).
  - Should **You** select both benefits, only one of the benefits will be payable.
  - The costs will be paid for by **You** and claimed back from **Us**.

#### NOT COVERED BY THIS SECTION

**We** will not be liable for any claim, cost or expense relating to:

1. any consequential loss as a result of any cause whatsoever,
2. any money paid toward the upgrade of or extension of any maintenance plan or similar expense,
3. any depreciation in value whether arising from repairs following the cover provided or otherwise,
4. any wear and tear or damage happening over a period of time,
5. any mechanical, electronic or electrical breakdowns,
6. any failures or breakages,
7. any damage to tyres / springs / shock absorbers by application of brakes or by road punctures, cuts or bursts or due to inequalities of the road or other surface or to impact with such inequalities other than potholes or unless such damage is accompanied by damage to other parts of the vehicle not otherwise excluded,
8. any damage caused by or attributable to the un-roadworthy condition of the **Vehicle**,
9. any loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities.

10. any loss or damage whilst the **Vehicle** is being used with **Your** general knowledge and consent, otherwise than in accordance with the class of use clause,
11. any loss or damage incurred while any **Vehicle** is being driven by:
  - 11.3. **You** while **You** are under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than **Yourself**) or while **Your** blood alcohol percentage exceeds the statutory limit at the time of the occurrence or while **You** are not licensed to drive such **Vehicle**,
  - 11.4. If **You** are using the **Vehicle** and **You** do not have a licence to drive the **Vehicle**, irrespective of where the **Vehicle** is being driven,
  - 11.5. If any person is using the **Vehicle** with **Your** express or implied permission and the person does not have a licence to drive the vehicle, irrespective of where the **Vehicle** is being driven,
12. any loss of or damage as a result of the carrying of explosives or other hazardous goods inclusive of, but not limited to Ammonium Nitrate, nitro- glycerine or dynamite, the transport of chemicals or compressed gasses or liquid gaseous form or the transportation of hazardous waste or the delivery of commercial freight.
13. any loss or damage relating to all classes of use connected with:
  - 13.1. racing,
  - 13.2. sports meetings,
  - 13.3. speed or other contests or rallies,
  - 13.4. use of any racetrack whether at an organised event or not,
  - 13.5. organised / competitive 4 x 4 off road activities such as time trials and contents.
14. **We** will not be liable for any claim arising from contractual liability unless such liability would have attached to **You** regardless of such contractual agreement.
15. **We** will not be liable for any claim arising from, through or in connection with any **Vehicle** which is registered outside the borders of the Republic of South Africa and / or motor vehicles, which have exceeded the re-registration period allowed in terms of the relevant South African licensing legislation determined by the Department of Transport or other authorised entity.

## LIABILITY (OCCURRENCE BASIS)

### DEFINITIONS

For the purposes of determining the indemnity granted by Liability (Occurrence Basis) insured under this **Section** the following definitions apply and bear reference

<b>Any Person</b>	means people who are not related to <b>You</b> , and people who are not <b>Your</b> domestic employee when the <b>Event</b> happens. However, the term <b>Any Person</b> may include people who normally live with <b>You</b> .
<b>Damage</b>	means loss of possession or control of, or actual physical damage to tangible property.
<b>Damages</b>	means monetary compensation (which term will be inclusive of claimant's legal costs and expenses) that is awarded against <b>You</b> by a court of law, or for which <b>You</b> will become personally legally liable within the ambit of the civil or criminal justice system.
<b>Each and Every Claim Limit (EEL)</b>	means the amount payable, inclusive of <b>Damages</b> recoverable from <b>You</b> by a claimant or any number of claimants, <b>Legal Costs</b> incurred with <b>Our</b> consent for any <b>Occurrence</b> all of which will not exceed the <b>Limit of Indemnity</b> stated in the <b>Schedule</b> .
<b>Event</b>	means any circumstance or incident which may give rise to a claim for indemnification as insured under this <b>Section</b> of the <b>Policy</b> .
<b>Injury</b>	means death, bodily injury, mental injury, illness (mental or physical) or disease of or to <b>Any Person</b> .
<b>Legal Costs</b>	means costs, charges and expenses which <b>We</b> incurred or which <b>You</b> incurred

	with <b>Our</b> prior consent: <ol style="list-style-type: none"> <li>in the defence or settlement of any claim under this <b>Section</b> of the <b>Policy</b> or any legal proceeding, action or prosecution brought against <b>You</b> in respect of <b>Injury</b> or <b>Damage</b> or other personal legal liability as insured in terms of this <b>Section</b> of the <b>Policy</b>.</li> <li>in the representation at any inquest or accident inquiry in respect of <b>Injury</b> which may form the subject of indemnity under this <b>Section</b> of the <b>Policy</b>.</li> </ol>
<b>Limit of Indemnity</b>	means the <b>Sum Insured</b> stated in the <b>Schedule / Annexure</b> .
<b>Occurrence</b>	means an <b>Event</b> or series of <b>Events</b> arising out of one originating cause or source.

## 1. COMPENSATION

**We** will provide compensation for amounts which **You** become legally liable to pay to a third party following accidental, sudden and unforeseen loss / **Damage** which happens or arises in connection with the use of a **Vehicle** stated in the **Schedule**.

LIMITS OF INDEMNITY			
Description	Cover	Limit	Supplementary Limit
Vehicle	Liability to Third Party	R1 000 000.00 (EEL)	If stated in the <b>Schedule</b>
Soft Top Vehicles	Passenger Liability	R250 000.00 (EEL)	Excluded
Motorcycles	Liability to Third Party	R1 000 000.00 (EEL)	Excluded
Motorcycles	Passenger Liability	Excluded	Excluded
Trailer/Caravan	Liability to Third Party	R1 000 000.00 (EEL)	Excluded
Golf Carts	Liability to Third Party	R1 000 000.00 (EEL)	Excluded
Golf Carts	Liability to Third Party ( <b>Injury</b> )	R250 000.00 (EEL)	Excluded
Golf Carts	Passenger Liability	Excluded	Excluded

The compensation provided by this **Section** is limited to the amount shown in the **Schedule**. The **Limit of Indemnity** is inclusive of all **Legal Costs** and expenses incurred by **Us** and **Legal Costs** and expenses **You** incur with **Our** prior consent and written approval.

## 2. LIABILITY

### 2.1. LEGAL LIABILITY TO THIRD PARTIES

**We** will provide indemnity for **Damages** which **You** will become legally liable to pay, following **Damage** (inclusive of fire or explosion) and /or **Injury** as a result of an accident caused by, or in connection with a **Vehicle**, or trailer or caravan attached to it as is specified on the **Schedule** but not exceeding the limits of indemnity stated in this **Policy**.

### 2.2. LEGAL LIABILITY TO THIRD PARTIES IF A PERSON OTHER THAN YOU USES THE VEHICLE INSURED IN TERMS OF THIS POLICY

**We** will provide indemnity for **Damages** caused by **Any Person** who is permitted by **You** to drive **Your Vehicle** following **Damage** (inclusive of fire or explosion) and /or **Injury** due to an **Event** which happens or arises from **Any Person** using the **Vehicle**, inclusive of loading and offloading from the **Vehicle** insured under this **Section**, subject to the limits mentioned under the heading Compensation. This legal liability is subject to the following conditions:

- 2.2.1 such person must comply with all the applicable **Terms and Conditions** of this **Policy**,
- 2.2.2 such person was using the **Vehicle** with **Your** express permission,
- 2.2.3 such person is not entitled to compensation under any other insurance policy,
- 2.2.4 vehicle insurance has never been refused for such person, nor continuation thereof.

This **Section** is subject to the proviso that if it is possible to institute a claim under the Road Accident Fund Act, 1996 (no. 56 of 1996) or amendments thereto or any other applicable legislation, such claim must first be instituted under such legislative fund and any amount recovered in respect of emergency benefits paid by **Us** must be refunded to **Us** upon finalisation of the said claim.

## 2.3 LEGAL LIABILITY TO THIRD PARTIES ARISING OUT OF YOU USING A VEHICLE NOT INSURED UNDER THIS POLICY

**We** will provide indemnity for **Damages** which **You** will become legally liable to pay, following **Damage** (inclusive of fire or explosion) and /or **Injury** following an **Event** where:

- 2.3.1 **You** are using a vehicle not insured under this **Policy**, and / or
- 2.3.2 the towing of any single vehicle, trailer or caravan by this vehicle, and / or
- 2.3.3 the loading onto and offloading of goods from this vehicle that **You** are using,

In all instances of the above (2.3.1.), (2.3.2.) or (2.3.3.) the following conditions apply:

- 1. **You** are the driver of the vehicle,
- 2. the vehicle **You** are using is a vehicle as described in the definition terms of this **Section 5: Vehicle Insurance**,
- 3. **You** are not the owner of the vehicle,
- 4. the vehicle is not leased or hired to **You**,
- 5. **You** are not purchasing the vehicle in terms of any credit agreement.

However, no own damage to such vehicle will be paid under this compensation (2.3.)

## 2.4 PASSENGER LIABILITY IN A VEHICLE

**We** will provide indemnity for **Damages** which **You** will become legally liable to pay if **Any Person** is transported in the passenger compartments of **Your** vehicle due to accidental **Injury**. However, in instances where **Any Person** travelling in the compartment of a “soft-top” vehicle applies then the cover granted will not exceed the amount noted under the description “soft top vehicles” indicated under the table relating to (1.) Compensation above.

## SPECIFIC CONDITIONS

### 1. REPRESENTATION / DEFENCE

**We** are entitled to arrange representations or defences that are the subject of any compensation under this **Section** please refer to the General Condition headed Our Rights After an Event and Subrogation

### NOT COVERED BY THIS SECTION (VEHICLE LIABILITY)

Unless shown otherwise on the **Schedule**, **We** will not be liable for any claim, cost or expense relating to:

- 1. any amounts payable by any compulsory motor vehicle insurance legislation,
- 2. any tool or plant (inclusive of any machinery) attached to the vehicle,
- 3. any person employed by **You**, if the **Injury** arises from and in the course of such employment,
- 4. any member of the same household as **You**,
- 5. any property belonging to **You** or held in trust by **You** or in **Your** custody or control,
- 6. any property being conveyed by or loaded onto or unloaded from any **Vehicle**,
- 7. any **Legal Costs** and expenses incurred after the date that **We** have settled the claim, or if the maximum amount has been paid for which **We** are liable for a claim,
- 8. any person who, at the time, was being carried in or on a caravan, trailer, motorcycle or light delivery vehicle other than in the cab of the light delivery vehicle,
- 9. any person who was being carried in or on any vehicle being towed,
- 10. any **Vehicle** not being roadworthy,
- 11. any **Vehicle** being used for any purpose not described in the class of use shown in the **Schedule** for that particular **Vehicle**,
- 12. any **Vehicle** while **You** are under the influence of intoxicating liquor or drugs, or **Your** blood or breath alcohol concentration exceeds the legal limit,
- 13. any other person using the **Vehicle** with **Your** express or implied permission that, to **Your** knowledge, is under the influence of intoxicating liquor or drugs or their blood or breathe alcohol concentration exceeds the legal limit,

14. any **Vehicle** where **You** do not have a licence to drive the **Vehicle**, irrespective of where the **Vehicle** is being driven,
15. any person is using the **Vehicle** with **Your** express or implied permission and the person does not have a licence to drive the **Vehicle**, irrespective of where the **Vehicle** is being driven,
16. any passengers carried on golf carts,
17. any loss or damage to the **Vehicle** while the **Vehicle** is transported by sea between to or from ports within the territorial limits.

## SECTION 6: WATERCRAFT

### DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

<b>Emergency benefit</b>	<p>means costs and / or expenses incurred due to accident and / or unforeseen circumstances not otherwise excluded.</p> <p>The <b>Emergency Benefit</b> does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership.</p> <p>Further noted that where <b>We</b> agree to pay such costs, that these will not be a <b>Lump Sum</b> payment and any benefit hereunder will only be paid once <b>We</b> have received satisfactory evidence to support any claim made under this benefit.</p>
<b>Lump Sum</b>	<p>means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a <b>Loss of Income</b> and which cannot be quantified by evidence of the <b>Loss of Income</b> suffered.</p>
<b>Loss of Income</b>	<p>means that an actual financial loss has been suffered through payment of expenses / costs which have been borne in terms of the Emergency Benefit insured hereby and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.</p>
<b>Territorial Limits Watercraft</b>	<p>means the Republic of South Africa, Namibia, Mozambique, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi, Zambia and within 20 km range of the shores of the Republic of South Africa, Namibia and Mozambique.</p>
<b>Watercraft</b>	<p>means the hull not exceeding 6 (six) meters in length, inboard motors and all other fittings and or accessories which are normally sold with the Watercraft, inclusive of the trailer, but excluding Crew's clothing provided by the owner, sextants, nautical books, oilskins, ski boots and yachting clothing and any other additional or special equipment unless described in the Schedule.</p>

### BASIC COVER

**We** will indemnify **You** up to the **Sum Insured** shown in the **Schedule** for accidental, sudden and unforeseen physical loss / damage to the **Watercraft** whilst:

1. afloat at sea, in ports and rivers or on inland waters inclusive of docking, undocking, launching and hauling out and whilst being towed or towing water-skiers or **Watercraft** in distress, provided that such towage or salvage service is not undertaken in terms of a contract previously arranged by, or on behalf of, **You** or any other party,
2. in transit by road, rail, sea or air, inclusive of loading or unloading, provided that the hull of the insured **Watercraft** does not exceed 6 meters in overall length,
3. ashore, inclusive of dry-docking and at the premises of contractors for the purposes of overhauling, fitting out, upkeep, repair or survey and which loss or damage is directly caused by external accidental and fortuitous means,
4. stress of weather, stranding, sinking or collision,
5. bursting of boilers, breakage of shafts and loss or damage caused by the negligence of any person whatsoever but excluding the cost of making good any defect as a result of either negligence or breach of contract for any repair or alteration work carried out for **Your** account or for maintenance,
6. fire, lightning and explosion,
7. earthquake or volcanic eruption,

8. storm, tempest or flood,
9. malicious damage, piracy,
10. theft or attempted theft of:
  - 10.1. **Your** entire **Watercraft** and / or its boat,
  - 10.2. machinery and / or the fittings and / or equipment and / or outboard motor (only if outboard motors are shown in the **Schedule**) of **Your Watercraft** and/or of the boat of **Your** insured **Watercraft**, provided there is physical damage that **We** can see which was caused by the theft from:
    - 10.2.1. unattended **Watercrafts**, motor or other vehicles,
    - 10.2.2. residential outbuildings not directly communicating with any private dwelling,
    - 10.2.3. any other safe and secured place of storage,
    - 10.2.4. outboard motors whilst attached to the **Watercraft** provided that such outboard motor is securely locked to the **Watercraft** or its boat by an anti-theft device in addition to the normal method of attachment,
    - 10.2.5. dropping off or falling overboard of the **Watercraft** outboard motor provided it is securely fastened to the insured **Watercraft** by a chain or other safety device in addition to the normal method or attachment,
    - 10.2.6. impact by aircraft and other aerial devices or articles dropped therefrom.

#### EXTENDED BASIC COVER

1. **INSPECTION OF THE HULL AFTER STRANDING, SINKING OR COLLISION**  
**We** will indemnify **You** for the actual inspection costs of the hull of the **Watercraft** for possible damage that may have occurred due to stranding, sinking or collision.
2. **COSTS TO PREVENT A LOSS**  
**We** will indemnify **You** for costs and expenses incurred in minimising or averting a loss which would have resulted in a claim.
3. **STORING, SAFEGUARDING AND REMOVING COSTS**  
**We** will indemnify **You** for the actual costs of storage, safeguarding and removal of the **Watercraft** to the nearest repairer after loss or damage which is covered under this **Section**.
4. **DELIVERY FOLLOWING REPAIRS**  
**We** will indemnify **You** for the actual costs after repairs have been completed, to deliver the **Watercraft** to the address where it is normally kept.
5. **SALVAGE COSTS**  
**We** will indemnify **You** for salvage charges incurred with **Our** written consent, in preventing a loss by any event stated under the cover provided of this **Section**, inclusive of the lifting out, removal or destruction of the wreckage.
6. **RECOVERY COSTS**  
**We** will indemnify **You** for the actual recovery costs with **Our** written consent, to recover **Your Watercraft** after theft or hijacking.
7. **RE-FLOATING AFTER A LOSS**  
**We** will indemnify **You** for the expenses of re-floating after **Your** insured **Watercraft** has been stranded, sunk or in a collision, if reasonably incurred specially for re-floating purposes, even if no damage can be found.
8. **SUBMERGED OBJECT**  
**We** will indemnify **You** for loss or damage caused by collision with a submerged object.
9. **EMERGENCY BENEFIT**  
**We** will provide an **Emergency Benefit** following **Loss of Income** in the event of accidental bodily injury to any person inside or on the **Watercraft**, caused by the sinking or collision of the **Watercraft** with any object, except water.

**Our** indemnity is limited to the amount shown in the **Schedule / Annexure**.



## 10. EMERGENCY REPAIRS

We will indemnify **You** for emergency repairs required in order to allow **You** to complete **Your** journey if the **Watercraft** is the subject of a valid claim under this **Section**. However, **You** must obtain an itemised invoice which must be provided to **Us**.

Our indemnity is limited to the amount shown in the **Schedule / Annexure**.

## 11. EMERGENCY ACCOMMODATION

We will indemnify **You** for emergency accommodation, if **You** cannot complete **Your** journey following loss of or damage caused to the **Watercraft** insured under this **Section**, for up to 2 nights for **You** and any passenger travelling with **You**.

Our indemnity is limited to the amount as shown in the **Schedule / Annexure**.

## 12. TRAUMA TREATMENT

We will indemnify **You** for **Loss of Income** following trauma treatment after the experience of a hijacking or attempted hijacking of **Your Watercraft**. The trauma treatment must be given by a registered professional counsellor and it must not be possible to recover the expenses from any other insurance or facility.

Our indemnity is limited to the amount shown in the **Schedule / Annexure**.

## OPTIONAL EXTENSIONS

### 1. OUTBOARD MOTORS

We will indemnify **You** for outboard motors forming part of and attaching to the insured **Watercraft** against loss or damage, as shown in the **Schedule**.

Our indemnity is limited to the amounts as shown in the **Schedule**.

### 2. SPECIFIED ACCESSORIES (Such as water-skis and electronic equipment)

We will indemnify **You** for accessories forming part of and attaching to the insured **Watercraft** against loss of or damage thereof, as specified in the **Schedule**.

Our indemnity is limited to the amounts as shown in the **Schedule**.

## SPECIFIC CONDITIONS

### 1. DESCRIPTION OF USE

We will not indemnify **You** for any accident, injury, loss, damage, liability, costs or expenses caused, sustained or incurred while the **Watercraft** is being used for any other purpose than in accordance with the following description of use clause.

#### 1.1. Description of Use Clause:

1.1.1. Use for social, domestic, pleasure and private purposes only.

Excluding:

1.1.1.1. use in connection with any business or trade or profession or whilst the **Watercraft** or insured property is let out on hire, charter or lent,

1.1.1.2. used for racing or speed tests or any trials in connection therewith,

1.1.1.3. used as a houseboat.

### 2. UNAVAILABLE PARTS

If any part, accessory or fitment needed to repair or replace damage to the **Watercraft** is not available in South Africa as a standard (ready-manufactured) article, **Our** liability will be met by payment of an amount equalling the value of such part at the time of the loss or damage, but only up to the manufacturers list price and the **Watercraft** must be the subject of a valid claim.

This amount is inclusive of the reasonable cost to transport the part by any means of conveyance other than by air.

### 3. CREDIT AGREEMENT

If, to **Our** knowledge, the insured **Watercraft** is the subject of a credit, or similar agreement, at the time of the loss, then **We** will be entitled to apply any amount payable to first discharge the debt under the agreement and will pay the title holder up to the outstanding amount only, in accordance with the agreement.

The total amount payable by **Us** will not exceed the **Sum Insured** shown in the **Schedule**, less any first amount payable.

#### 4. BASIS OF INDEMNITY

**We** will settle a claim by repairing or replacing or paying cash, or a combination of the three.

##### 4.1. REPAIRS AND TENDERS

4.1.1. **We** may decide on the port or place to which **Your Watercraft** will proceed for docking repairs provided that, **We** will refund any additional expense of the voyage arising from compliance with **Our** requirements to **You**.

4.1.2. **We** may vet the place of repairs or repairs required to **Your Watercraft** and may also take tenders or may require tenders to be taken for the repairs of **Your Watercraft**.

##### 4.2. TOTAL LOSS

4.2.1. If the **Watercraft** is less than 5 years old, **We** will indemnify **You** for the cost to replace the **Watercraft** or part of it with similar new property.

4.2.2. If the **Watercraft** is older than 5 years, **We** will indemnify **You** for the cost to replace the **Watercraft** or part of it up to its reasonable market value. This will be established by obtaining market-value quotations from two qualified **Watercraft** dealers.

##### 4.3. SAILS, PROTECTIVE COVERS, ERECTED TACKLE, OUTBOARD MOTORS, INBOARD MOTORS AND BATTERIES

**We** will indemnify **You** for sails, protective covers, erected tackle, outboard motors (if such outboard motors have been specified in the **Schedule**), inboard motors and batteries up to the market value thereof.

##### 4.4. LIMIT OF INDEMNITY

**We** will indemnify **You** up to the maximum amount as shown in the **Schedule**.

#### 5. AVERAGE

This **Section** of the **Policy** is subject to the following Average Condition:

5.1. If the **Watercraft** is less than 5 years old at the time of any loss or damage, and the amount needed to replace the **Watercraft** with a similar new **Watercraft** is more than the insured amount thereon then **We** will pay **You** the amount equal to the **Sum Insured** and **You** will be considered as being **Your** own insurer for the difference between the insured amount and the amount needed to replace the **Watercraft**. **You** will be **Responsible** for the portion over and above the **Sum Insured**. Further provided that, in all instances this condition excludes sails, protective covers, erected tackle, outboard motors, inboard motors and batteries.

5.2. If the **Watercraft** is older than 5 years at the time of any loss or damage, and the amount needed to replace the **Watercraft** with a similar **Watercraft** is more than the insured amount then **You** will be considered as being **Responsible** for a proportional share of the loss or damage. Further provided that, in all instances this condition excludes sails, protective covers, erected tackle, outboard motors, inboard motors and batteries.

5.3. This condition applies separately under this **Section** to each item in the **Schedule**.

#### 6. TERRITORIAL LIMITS WATERCRAFT

All **Watercraft** is limited to the **Territorial Limits Watercraft** .

#### 7. AMOUNT PAYABLE BY YOU

**You** are liable for the excess amount and/or percentage as shown in the **Schedule** for each and every event. Refer to the **General Condition** headed **Amounts Payable by You**. If the excess is based on a percentage, the percentage will be applied to the amount of the loss or damage that has occurred.

#### 8. SISTER SHIPS

Should the **Watercraft** come into collision with or receive salvage services from another **Watercraft** belonging wholly, or in part to **You**, or under the same management, **You** will have the same rights under this **Section** as **You** would have had were the other **Watercraft** entirely the property of owners not interested in **Your Watercraft**.

#### 9. ASSIGNMENT

No assignment of, or interest in, this **Section** of the **Policy** or in any money which may be or become, payable under this **Section**, will, be recognised by or binding on **Us** unless a dated notice of such assignment or interest signed by **You** and (in the case of subsequent assignment) by the assignor is endorsed on this **Section** and the **Schedule** with such endorsement

being produced before payment of any claim or return of premium thereunder, but nothing in the clause will have effect as an arrangement by **Us** to a sale or transfer to new management.

## 10. LAID UP PERIODS

**We** do not refund any premium for any period during which **Your Watercraft** may be laid up.

## 11. DUE DILIGENCE

**You** warrant that **You** will:

- 11.1. take all reasonable steps to maintain **Your Watercraft** in a proper state of repair and in a seaworthy condition, and that **You** will forfeit cover if **You** do not,
- 11.2. at all times exercise all reasonable precautions for the safety of **Your Watercraft**,
- 11.3. prevent loss, damage and accidents,
- 11.4. comply with all laws applicable to the ownership, possession and use of the **Watercraft**.

## SPECIFIC EXCLUSIONS

**We** will not indemnify **You** in respect of:

1. any loss of, or damage, directly or indirectly caused by, or through, or contributed to by wear and tear, depreciation from use or occasioned by moth, rodents or vermin, rust, unseaworthiness and consequential loss from any cause whatsoever, refer to **General Condition** headed **Material Damage and / or Loss**,
2. any loss of, or damage to, or the costs of repairing:
  - 2.1. any mechanical or electrical breakdowns, failures or breakages,
  - 2.2. any motors and electrical machinery and batteries and their connections (excluding the shaft and propeller inclusive of metalling or repairs thereto). Unless caused by:
    - 2.2.1. **Your Watercraft** being stranded, sunk, burnt, on fire, in collision or in contact with any external substances (inclusive of ice but excluding water),
    - 2.2.2. theft of **Your** entire **Watercraft** or theft accompanied by actual forcible, visible and violent breaking into, or out of, **Your Watercraft** or safe and secured place of storage, or theft of the outboard motor securely locked to **Your Watercraft** by an anti-theft device, in addition to its normal method or attachment, or by fire in a place of storage ashore, or whilst **Your** property is being removed from, or placed in, **Your Watercraft**,
    - 2.2.3. explosion, earthquake, impact by aircraft and other aerial devices or articles dropped there from or any contingencies insured,
    - 2.2.4. loss of, or damage to sails and protective covers slit by the wind or blown away whilst set, unless,
      - 2.2.4.1. caused by **Your Watercraft** being stranded, sunk, burnt, on fire or in collision or in contact with any external substance (inclusive of ice but excluding water),
      - 2.2.4.2. in consequence of damage to the spars to which the sails are bent,
3. any damage resulting from scratching or bruising and / or denting and the cost of consequent repainting or re-varnishing, arising during transit or during loading or unloading,
4. any loss or expenditure incurred solely in remedying a fault in design, or in the event of damage resulting from faulty design and giving rise to a claim under the Conditions of this insurance, for any additional expenditure incurred by reason of betterment or alternation in design, or for the cost and expense of replacing or repairing any part condemned solely in consequence of a latent fault or error in design or construction,
5. any boat not permanently marked with the name of **Your Watercraft** (parent Watercraft),
6. the excess of any claim as stated on the **Schedule / Annexure**,

7. any loss of, or damage to, the **Watercraft** whilst **Watercraft** is used by **You** or any other person where the alcohol concentration of **You** or such other person exceeds the legal limit as envisaged by the Merchant Shipping Act (No. 57 of 1951) (National Small Vessel Safety) regulations 2007 (as amended or substituted) and the Regulations promulgated thereunder or where **You** or such other person is under the influence of intoxicating liquor or drugs with a narcotic effect,
8. any loss of, or damage to, the **Watercraft** whilst the **Watercraft** is being navigated by any person who is not legally entitled to do so, or any person under the age of 16,
9. any loss of, or damage to, the **Watercraft** used in professional Racing unless the **Schedule** is specifically endorsed to the contrary,
10. any loss of, or damage whilst the **Watercraft** is being used for single handed navigation outside South African, Namibia, Botswana and Mozambique Territorial waters,
11. any loss of, or damage to, the **Watercraft** whilst being towed or whilst towing other watercraft,
12. any loss of or damage as a result of seepage and or pollution,
13. any loss of or damage to property belonging to **You** or leased, hired, lent to **You** or which is in **Your** charge, custody, control or which is held in trust by **You**, or on **Your** behalf, conveyed, or about to be conveyed, in or on the **Watercraft**, except for property belonging to passengers and water-skiers,
14. any loss, damage, costs, expenses or liability of whatsoever nature directly and / or indirectly caused by, or contributed to by, or arising from capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat,
15. any loss or damage to jet skis or wet bikes in the open or on a trailer if left unattended,
16. any loss or damage caused by cleaning, repairing, restoring or maintenance by any manner or method,
17. any loss or damage to sails and protective covers torn by wind or blown away while being hoisted,
18. any loss or damage due to depreciation in value whether from repairs or otherwise,
19. any loss or damage from or in connection with any exchange, cash or credit sale agreement, inclusive of theft under false pretence, trickery, scam and fraud,
20. any loss or damage if the **Watercraft** is used for any purpose other than the description of use shown in the **Schedule**,
21. any loss or damage if the following items are not adequately protected from water and nature elements that the **Watercraft** is usually exposed to:
  - 21.1. clothing or personal effects,
  - 21.2. gear of any nature,
  - 21.3. sports or recreation equipment,
  - 21.4. safety and medical supplies,
  - 21.5. nautical items not attached to the **Watercraft**,
  - 21.6. electronic and mechanical equipment.

## **WATERCRAFT LIABILITY**

### **1. LIMIT OF LIABILITY**

**We** will pay amounts that **You** are legally liable to pay a third party out of one accident or series of accidents due to, or arising out of, each event or occurrence involving indemnity under more than one event, by using the **Watercraft** or the towing of any stranded **Watercraft**.

- 1.1. **Our** indemnity is limited to the amount stated in the **Schedule / Annexure** and such amount is inclusive of all costs and expenses incurred by **Us** and costs and expenses incurred by **You** with **Our** prior written consent.

For the purpose of the indemnity provided hereby, costs and expenses means:

- 1.1.1. costs and expense incurred by **You**, by reason of **Your** interest in the **Watercraft**, in connection with official enquiries and inquests,
- 1.1.2. legal costs incurred in defending any action, or contesting liability, provided that such costs and expenses are incurred with **Our** prior written consent,
- 1.1.3. all sums for which **You** will become legally liable to pay and will pay in connection with accidents due to or alleged to be due to, first Aid treatment administered or made available by **You** provided always that any liability for wrongful diagnosis is expressly excluded,

1.2. If more than one party is named as the insured in the **Schedule**, then each such party will be deemed to be indemnified in accordance with the indemnity afforded under the heading **Watercraft Liability** as if separate insurance under this **Section** has been issued to each such party and **We** agree to waive all rights of subrogation for which **We** may have or acquire against each such party.

## 2. PASSENGER LIABILITY

**We** will pay for amounts that **You** are legally liable to pay for passengers who are transported in or on the **Watercraft**, the amount for which **You** are legally liable for at the time of the event.

**Our** indemnity is limited to the amount stated in the **Schedule / Annexure** per event.

## 3. WATER- SKIERS OR PARASAILOR LIABILITY

**We** will pay for amounts that a water-skier or parasailer is legally liable to pay due to an occurrence which happens or arises while a water-skier or parasailer is being towed by the insured **Watercraft**.

**We** are not liable for any claim:

- 3.1. if other insurance is applicable to the water-skier or parasailer,
- 3.2. for the accidental death of, or bodily injury to, or illness of any person which arises from their service to the water-skier or parasailer, and such person is a member of the same household or in the service of the water-skier or parasailer,
- 3.3. for property belonging to, or kept in trust by, or under the charge or control of, or in the custody of the water-skier or parasailer, or any member of the same household of the water-skier or parasailer, or any person in the service of the water-skier or parasailer,
- 3.4. If the water-skier or parasailer does not comply with the Conditions of this **Policy**.

**Our** indemnity is limited to the amount stated in the **Schedule / Annexure** per event.

## 4. LIABILITY TO THIRD PARTIES IF A PERSON OTHER THAN YOU USES THE WATERCRAFT

**We** will pay for any person (hereinafter referred to as **Such Person**) who is permitted by **You** to navigate **Your Watercraft** for amounts they are legally liable to pay to a third party due to an event which happens or arises from **Such Person** using the **Watercraft** subject to the limits mentioned under the heading **Watercraft Liability**.

This legal liability is subject to the following Conditions:

- 4.1. **Such Person** must comply with all **Terms and Conditions** of this Section and **Policy** insofar as they apply,
- 4.2. **Such Person** has used the **Watercraft** with **Your** express permission and is not operating or employed by a yacht or motorboat club, sales agency or similar organisation,
- 4.3. **Such Person** is not entitled to compensation from any other insurance policy,
- 4.4. Watercraft insurance has never been refused for **Such Person**, or continuation thereof,
- 4.5. **Such Person** complies with any law, regulation and legislation, be it National, Provincial or locally applicable and **Such Person** is older than the age of 16,
- 4.6. **Such Person** is not employed by the operator of a shipyard, repair yard or slipway.

## EXTENDED WATERCRAFT LIABILITY

### 1. COSTS, EXPENSES AND EXTENSION

- 1.1. **We** will pay for amounts incurred by **You**, by reason of **Your** interest in the **Watercraft**, in connection with official enquiries and inquests for:
- 1.1.1. any legal costs incurred in defending any action, or contesting liability, provided that such costs and expenses are incurred with **Our** written consent,
  - 1.1.2. all sums for which **You** will become legally liable to pay and will pay in connection with accidents due to or alleged to be due to, First Aid treatment administered or made available by **You**, provided always that any liability for wrongful diagnosis is expressly excluded,

If more than one party is named as the insured in the **Schedule**, then each such party will be deemed to be indemnified in accordance with the indemnity afforded under Liability for **Watercraft** as if separate insurance under this **Section** has been issued to each such party and **We** agree to waive all rights of subrogation which **We** may have or acquire against each such party.

### SPECIFIC EXCLUSIONS APPLICABLE TO WATERCRAFT LIABILITY

**We** will not indemnify **You** in respect of:

- 1. the excess of any claim as stated on the **Schedule / Annexure**,
- 2. any liability whilst the **Watercraft** is used by **You** or any other person where the alcohol concentration of **You** or such person exceeds the legal limit as envisaged by the Merchant Shipping Act no 57 of 1951 (National Small Vessel Safety) regulations 2007 (as amended or substituted) and the Regulations promulgated thereunder or where **You** or such person is under the influence of intoxicating liquor or drugs with a narcotic effect,
- 3. any liability whilst the **Watercraft** is being navigated by any person who is not legally entitled to do so, or any person under the age of 16 years.
- 4. any liability whilst **Watercraft** is used in professional Racing unless the **Schedule** is specifically endorsed to the contrary,
- 5. any liability whilst the **Watercraft** is being used for single handed navigation outside South African, Namibia, Mozambique and Botswana Territorial Waters,
- 6. any liability whilst the **Watercraft** is being towed or whilst towing other watercraft,
- 7. any death of or bodily injury to or illness of:
  - 7.1. any person being a member of the same household as **You** or any person being a member of **Your** family,
  - 7.2. any workmen or any person employed by **You** in any capacity whatsoever arising out of, and in the course of, such employment.
- 8. any loss of or damage to property:
  - 8.1. belonging to **You** or leased, hired, lent to **You** or in **Your** charge, custody, control or held in trust by **You**, or on **Your** behalf, conveyed, or about to be conveyed, in or on the watercraft, except for property belonging to passengers and water-skiers and parasailers,
  - 8.2. claims for compensation for fare paying passengers,
  - 8.3. any liability assumed by **You** by agreement unless such liability would have attached to **You** regardless of such agreement,
  - 8.4. any advice or treatment, other than first aid treatment, given or administered by **You** or by any person acting on **Your** behalf,
  - 8.5. accidents arising whilst **Your Watercraft** is in transit by road, or attached to a motor vehicle, or has broken away or become accidentally detached from a vehicle, inclusive of any liability which is the subject of indemnity under any form of vehicle insurance (whether such insurance falls within the scope of any compulsory motor

vehicle insurance legislation applicable to the **Territorial Limits** regardless that no such insurance is in force or has been effected).

9. any legal costs and expenses incurred after the date **We** have settled or offered to settle any claim by a third party:
  - 9.1. up to the limit of this **Section**, or
  - 9.2. for any amounts **We** believe will settle the third party claim,
10. any costs or expenses due to claims recoverable from any other **Section** of this **Policy** or from any other policy whether **You** have claimed or not,
11. any liability as a result of the **Watercraft** being unseaworthy (meaning it cannot be used safely on water),
12. If the **Watercraft** is used for any purpose other than the description of use shown in the **Schedule**,
13. any liability of whatsoever nature directly and / or indirectly caused by, or contributed to by, or arising from capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat.



## SECTION 7: PERSONAL ACCIDENT

### DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

<b>Accident / Accidental</b>	means a fortuitous and unexpected event occurring at an identifiable place and time and which is independent of any other cause. For the purpose of this definition, the term <b>Accident / Accidental</b> does not include any physical, medical or pre-existing conditions aggravated by the effect of such fortuitous and unexpected event.
<b>Bodily Injury</b>	means traumatic bodily injury caused by an <b>Accident</b> and will be deemed to be inclusive of bodily injury caused by starvation, thirst and exposure to the elements as a result of an <b>Accidental</b> occurrence.
<b>Death</b>	means a fortuitous and unexpected event occurring at an identifiable place and time and which is independent of any other cause resulting in cessation of life.
<b>Emergency benefit</b>	means costs and / or expenses incurred due to accident and / or unforeseen circumstances not otherwise excluded.  The <b>Emergency Benefit</b> does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership.  Further noted that where <b>We</b> agree to pay such costs, that these will not be a <b>Lump Sum</b> payment and any benefit hereunder will only be paid once <b>We</b> have received satisfactory evidence to support any claim made under this benefit.
<b>Insured Person</b>	means a natural person who is stated and named in the <b>Schedule</b> .
<b>Lump Sum</b>	means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a <b>Loss of Income</b> and which cannot be quantified by evidence of the <b>Loss of Income</b> suffered.
<b>Loss of Income</b>	means that an actual financial loss has been suffered through payment of expenses / costs which have been borne in terms of the <b>Emergency Benefit</b> insured hereby and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.
<b>Permanent Disability</b>	means <b>Bodily Injury</b> resulting in disability contained in the Permanent Disability Table of Benefits up to the percentage of compensation indicated.
<b>Permanent Total Disability</b>	means <b>Bodily Injury</b> resulting in total and absolute disablement preventing an <b>Insured Person</b> from following their usual occupation, or any other occupation for which they are suited by education or training, for 24 consecutive months and which, at the expiry of that period, is beyond hope of improvement.
<b>Permanent Partial Disability</b>	means <b>Bodily Injury</b> which causes a <b>Permanent Disability</b> but not causing inability to work.
<b>Temporary Total Disability</b>	means <b>Bodily Injury</b> temporarily and totally preventing the <b>Insured Person</b> from engaging in or giving attention to their usual occupation.
<b>Temporary Partial Disability</b>	means <b>Bodily Injury</b> temporarily preventing an <b>Insured Person</b> from engaging in or giving attention to a substantial part of their usual occupation.

**DISABILITY TABLE OF BENEFITS**

Disability		Percentage of Compensation
1.	Permanent total disability	100%
2.	Permanent and total loss of:	
2.1.	Wrist, ankle or limb: Separation at or above the wrist or ankle of one or more limbs.	100%
2.2.	permanent and total loss of	
	- whole eye	100%
	- sight of eye	100%
	- sight of eye except perception of light	75%
2.3.	permanent and total loss of hearing	
	- both ears	100%
	- one ear	25%
2.4.	permanent and total loss of speech	100%
2.5.	loss of four fingers	70%
2.6.	loss of thumb	
	- both phalanges	25%
	- one phalanx	10%
2.7.	loss of index finger	
	- three phalanges	10%
	- two phalanges	8%
	- one phalanx	4%
2.8.	loss of middle finger	
	- three phalanges	6%
	- two phalanges	4%
	- one phalanx	2%
2.9.	loss of ring finger	
	- three phalanges	5%
	- two phalanges	4%
	- one phalanx	2%
2.10.	loss of little finger	
	- three phalanges	4%
	- two phalanges	3%
	- one phalanx	2%
2.11.	loss of metacarpals	
	- first or second (additional)	3%
	- third, fourth or fifth (additional)	2%
2.12.	loss of toes	
	- all on one foot	30%
	- great, both phalanges	5%
	- great, one phalanx	2%
	- other than great, if more than one toe lost, each	2%
Permanent disfigurement resulting from <b>Accidental</b> external burns to the combined surface area of the:		
Face and neck	100% surface area disfigurement	50%
	Less than 100% surface area disfigurement	The proportion of 50 % which the actual surface area disfigurement bears to 100% surface area disfigurement
Remaining parts of the body other than the face and neck	100% surface area disfigurement	25%
	Less than 100% surface area disfigurement	The proportion of 25% which the actual surface area disfigurement bears to 100% surface area disfigurement

## MEMORANDA

1. Where the **Bodily Injury** is not specified, **We** will pay such sum as, in **Our** opinion, is consistent with the provisions listed in the Disability Table of Benefits above.
2. Permanent total loss of use of part of the body will be treated as loss of such part.
3. 100 % will be the maximum percentage of compensation payable for **Permanent Disability** resulting from an **Accident** or series of **Accidents** arising from one cause in respect of any one such person.

## BASIC COVER

**We** will compensate **You** in respect of:

1. **Bodily Injury** caused by **Accidental**, violent, external and visible means to any **Insured Person** specified in the **Schedule** during the **Period of Insurance** in the event of **Accidental Bodily Injury** to any **Insured Person** within 24 calendar months, in **Death** or disability as specified in the Disability Table of Benefits.

## EXTENDED BASIC COVER

### 1. REPATRIATION

**We** will pay in addition to the **Death Sum Insured** stated in the **Schedule** the actual and necessary expenses for the repatriation of an **Insured Person's** body to their normal place of residence up to an amount as shown in the **Schedule**. However, these costs must not be recoverable from any other insurance, inclusive of any facility such **Insured Person** may have.

### 2. TRAUMA TREATMENT

**We** will pay compensation for **Loss of Income** if an **Insured Person** is the victim of a violent act of theft, hold-up, hijacking or unlawful assault which necessitates professional counselling. **Our** compensation is limited to the percentage and limit as shown in the **Schedule**. However, these costs must not be recoverable from any other insurance, inclusive of any facility such **Insured Person** may have.

### 3. DEATH BENEFIT

In the event of an **Accident** giving rise to a **Death** claim **We** will pay such **Insured Person's** estate the amount as shown in the **Schedule**.

### 4. LIFE-SUPPORT MACHINERY

The 24 months period stated under the heading Basic Cover of this **Section** will not include any period where such **Insured Person's Accidental Death** is delayed solely by the use of life support machinery, equipment or apparatus, for a period which is less than 3 consecutive days.

### 5. DISAPPEARANCE

In the event of an **Insured Person's** disappearance in circumstances which satisfy **Us** that such **Insured Person** has sustained **Bodily Injury** to which this **Section** applies, and that such **Bodily Injury** has resulted in such **Insured Person's Death** then **We** will, for the purposes of the insurance afforded by this **Section**, presume such **Insured Person's Death** provided that if after **We** have made payment hereunder in respect of such **Insured Person's** presumed **Death**, such **Insured Person** is found to be alive, such payment will forthwith be refunded to **Us**.

### 6. EXPOSURE

**Death** or **Bodily Injury** resulting from starvation, thirst and / or exposure as a direct or indirect result of an **Accident** will be considered to constitute a claim.

### 7. PART PAYMENTS

**Temporary Total Disablement** payments will be made to such **Insured Person** at intervals provided a satisfactory medical report from the attending medical practitioner is submitted to **Us** at the time of such **Temporary Total Disablement**.

### 8. DOUBLE COMPENSATION

In the event of **Death** relating to **You** as **the Insured** stated in the **Schedule** or that of **Your** spouse within 12 months as a result of the same **Accident**, **We** will pay double compensation in respect of **Death**, provided that:

- 8.1. **You** have selected cover for **Death**, **Permanent Disablement** and **Temporary Total Disablement** and the compensation for **Temporary Total Disablement** is at least 1% of the **Death** cover selected.

- 8.2. there is a surviving minor child who is entirely dependent on **You** and **Your** spouse,
- 8.3. **You** and **Your** spouse and surviving minor child were all members of the same household at the time of the **Accident**.

#### SPECIFIC CONDITIONS

1. No compensation will be payable for **Temporary Total Disablement** where the period of disablement is less than 7 consecutive days or for any **Emergency Benefit** where such **Loss of Income** suffered is less than R100.
2. Compensation under **Temporary Total Disablement** and the **Emergency Benefit** will cease immediately when compensation becomes payable under **Death** or when compensation becomes payable under **Permanent Total Disablement** provided that **Bodily Injury** resulting in such **Permanent Total Disablement** has been cured or healed as far as reasonably possible.
3. Compensation will not be payable under **Death** and **Permanent Total Disablement** in respect of the same **Accident**.
4. Payments under **Temporary Total Disablement** will cease as soon as **You** are deemed medically fit or able to return to **Your** usual business or occupation.
5. Upon payment of any claim under **Death** or **Permanent Total Disablement** for which compensation as stated in the disability table of benefits is 100% (one hundred percent) of the basic amount insured by that item, the insurance and any further liability will cease immediately.
6. **You** will give immediate notice to **Us** of any physical infirmity which, to **Your** knowledge, affects **You** and of any change to **Your** occupation.
7. In compliance with General Condition Our Rights After and Event and Subrogation **You** must submit to a medical examination at **Our** expense as often as **We** may reasonably require and on the happening of any occurrence for which Compensation is payable, **You** must employ the services of a registered medical practitioner and undergo any treatment the Practitioner deems necessary.
8. General Condition headed Other Insurance / Dual Insurance does not apply to this **Section**.
9. Compensation in the event of **Your death** will be paid to **Your** estate.

#### NOT COVERED BY THIS SECTION

**We** will not be liable to pay compensation for **Bodily Injury** in respect of any **Insured Person** caused by or resulting from:

1. such **Insured Person's** suicide, attempted suicide or intentional self-injury or deliberate exposure to obvious risk or injury (unless in an attempt to save human life),
2. **Bodily Injury** which is directly or indirectly caused by, arising or resulting from or traceable to any physical, medical or pre-existing condition, defect or infirmity, or
  - 2.1. any event aggravated by the effect of any physical, medical or pre-existing condition, defect or infirmity.
3. any **Insured Person** being under the influence of alcohol, drugs or narcotics unless such drugs or narcotics were administered lawfully by a medical practitioner (other than the **Insured Person**) or unless prescribed by and taken in accordance with the directions of a medical practitioner (other than the **Insured Person**), or
  - 3.1. driving a motor vehicle and having more than the legal limit of alcohol in their blood. The legal limit applicable will be as per legislation applicable to the territory where the **Accident** occurred,
4. participation in any riot, strike, civil commotion, public disorder, or as a result of deliberately committing a criminal offence,
  - 4.1. in respect of this **Section** only, General Exclusion headed War, Riot and Terrorism is deleted and replaced by the following: "This **Section** does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power".

5. **Death** or disability is directly or indirectly attributable to
  - 5.1. Human Immunodeficiency Virus (HIV) or any related illness, Acquired Immune Deficiency Syndrome (AIDS) inclusive of derivatives or variations thereof howsoever caused and / or any Sexually Transmitted Infections (STI's).
  - 5.2. diseases of any kind,
  - 5.3. infectious / contagious disease / pandemics / epidemics.
6. in the case of females **Death** or disability is directly or indirectly attributable to, prolonged or accelerated by pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof
7. participation / engagement in:
  - 7.1. motor cycling (whether as a driver or passenger) other than for employment activities,
  - 7.2. racing of any kind involving the use of any power-driven vehicle, vessel, craft
  - 7.3. mountaineering necessitating the use of ropes,
  - 7.4. winter sports involving snow or ice,
  - 7.5. polo on horseback, steeplechasing,
  - 7.6. professional football or
  - 7.7. hang-gliding,
  - 7.8. professional sports or sport teams of any kind,
  - 7.9. big game hunting.
8. **Bodily Injury** directly or indirectly caused by, arising or resulting from their occupation / employment in:
  - 8.1. manufacture, storage, filling, breaking down, transport of:
    - 8.1.1. fireworks, ammunition, fuses, cartridges, gun-powder, nitro-glycerine or any explosives,
    - 8.1.2. gases and / or air under pressure in containers other than butane and the like in low pressure containers,
    - 8.1.3. sub aqueous work,
    - 8.1.4. underground / mining work,
    - 8.1.5. construction and maintenance of cofferdams.
    - 8.1.6. naval, military, police or air force service or operations.
    - 8.1.7. crews of ships and of offshore drilling rigs.
    - 8.1.8. airline personnel and aircrew.
9. engagement in:
  - 9.1. air travel except as a fare-paying passenger on a recognised airline operation on regular scheduled air route or air travel by any charter aircraft duly licensed as a recognised air carrier.

It is further declared and agreed that:

10. **We** will also not pay compensation for any form of **Bodily Injury**, howsoever arising directly or indirectly caused by, arising or resulting from or attributable to:
  - 10.1. air coupon business and / or automatic airline passenger covers,
  - 10.2. travel coupon / ticket business issued through the medium of automatic vending machines and tour operators group schemes,
  - 10.3. travel agency business,
  - 10.4. coupon insurances issued by way of newspapers, periodicals or as part of any publicity campaign,
  - 10.5. personal accident benefits under life policies,

- 10.6. policies sold through credit card organisations and / or other financial institutions.
- 10.7. Common Law / WCA/ COIDA (where applicable) and Employer's Liability.
- 10.8. Salary Continuance business
- 10.9. Cover provided for the fulfilment of any demands in the event of Kidnap and Ransom.
- 10.10. Health insurance elements other than Travel PA insurance.

## SECTION 8: PERSONAL LIABILITY

### DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

<b>Any Person</b>	means people not related to <b>You</b> , and people who are not <b>Your Domestic Employee</b> when the <b>Event</b> happens. However, the term <b>Any Person</b> may include people who normally live with <b>You</b> .
<b>Damage</b>	means loss of possession or control of, or actual physical damage to tangible property.
<b>Damages</b>	means monetary compensation (which term will be inclusive of claimant’s legal costs and expenses) that is awarded against <b>You</b> by a court of law, or for which <b>You</b> will become personally legally liable within the ambit of the civil or criminal justice system.
<b>Domestic Employee</b>	means a person employed under a contract of service with <b>You</b> .
<b>Drone</b>	<p>means any: -</p> <ol style="list-style-type: none"> <li>1. <b>Remotely Piloted Aircraft</b> – being further defined as an unmanned aircraft which is piloted from a remote pilot station, excluding <b>Model Aircraft</b> and <b>Toy Aircraft</b>,</li> <li>2. <b>Toy Aircraft</b>– being further defined as an aircraft which is designed or intended for use in play by children,</li> <li>3. <b>Model Aircraft</b> – being further defined as non-human carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport or competitions.</li> </ol> <p>The term Drone Accessories means any: -</p> <ol style="list-style-type: none"> <li>1. filming, scanning, mapping, infrared and x-ray equipment inclusive of software,</li> <li>2. bags and carry cases,</li> <li>3. tools and cleaning equipment,</li> <li>4. guards and safety equipment,</li> <li>5. two way radio and communications equipment,</li> <li>6. power supplies and control equipment,</li> <li>7. binoculars and photographic equipment,</li> <li>8. laptops and tablets</li> </ol> <p>All of which are used for the purpose of controlling a drone, inclusive of any other equipment which can be affixed to the payload of the <b>Drone</b>.</p>
<b>Dwelling</b>	<p>means:</p> <ol style="list-style-type: none"> <li>1. a primary residence structure at which <b>You</b> reside on a full-time basis, or</li> <li>2. temporary accommodation structure at which <b>You</b> may reside for vacation / temporary purposes to that of <b>Your</b> primary residence mentioned in (1) above.</li> </ol> <p>For the purpose of (2) above the term temporary means infrequent and short periods of time not exceeding 6 months.</p>



<b>Each and Every Limit (EEL)</b>	means the amount payable, inclusive of <b>Damages</b> recoverable from <b>You</b> by a claimant or any number of claimants, <b>Legal Costs</b> incurred with <b>Our</b> consent for any <b>Occurrence</b> all of which will not exceed the limit of indemnity stated in the <b>Schedule</b> .
<b>Event</b>	means any circumstance or incident which may give rise to a claim for indemnification as insured under this <b>Section</b> of the <b>Policy</b> .
<b>Homeowners Section</b>	means <b>Section 1: Homeowners</b> of this <b>Policy</b> .
<b>Injury</b>	means death, bodily injury, mental injury, illness (mental or physical) or disease of or to <b>Any Person</b> .
<b>Landlord</b>	means <b>You</b> as the owner of the residential building which is the subject of the written <b>Rental / Lease Agreement</b> of the residential building insured by <b>Section 1: Homeowners</b> insured by this <b>Policy</b> and who has the legal right to rent /lease such premises.  This definition applies for the purposes of the <b>Specific Extension</b> headed <b>Rental / Leasing of Residential Premises</b> only.
<b>Legal Costs</b>	means costs, charges and expenses which <b>We</b> incurred or which <b>You</b> incurred with <b>Our</b> prior consent: <ol style="list-style-type: none"> <li>3. in the defence or settlement of any claim under this <b>Section</b> of the <b>Policy</b> or any legal proceeding, action or prosecution brought against <b>You</b> in respect of <b>Injury</b> or <b>Damage</b> or other personal legal liability as insured in terms of this <b>Section</b> of the <b>Policy</b>.</li> <li>4. in the representation at any inquest or accident inquiry in respect of <b>Injury</b> which may form the subject of indemnity under this <b>Section</b> of the <b>Policy</b>.</li> </ol>
<b>Limit of Indemnity</b>	means the <b>Sum Insured</b> stated in the <b>Schedule / Annexure</b> .
<b>Occurrence</b>	means an <b>Event</b> or series of <b>Events</b> arising out of one originating cause or source.
<b>Pollution</b>	means: <ol style="list-style-type: none"> <li>1. actual, alleged, or threatened: <ol style="list-style-type: none"> <li>1.1 ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, <b>Pollutants</b>,</li> <li>1.2 subsequent spread, migration, or movement of <b>Pollutants</b> following (1.1.) above.</li> </ol> </li> </ol>
<b>Pollution Costs</b>	means the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, <b>Pollutants</b> and their effects, whether or not these are performed by <b>You</b> or third parties.
<b>Pollutant</b>	means any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, bacteria, moulds, or other fungi (inclusive of but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment.

<b>Rental / Lease Agreement</b>	<p>means the written <b>Rental / Lease Agreement</b> concluded between the <b>Tenant</b> and the <b>Landlord</b> in respect of the residential building being used for housing purposes as insured by <b>Section 1: Homeowners</b> insured by this <b>Policy</b>.</p> <p>This definition applies for the purposes of the <b>Specific Extension</b> headed <b>Rental / Leasing of Residential Premises</b> only.</p>
<b>Tenant</b>	<p>means the person as named in the <b>Rental / Leasing Agreement</b> entered into with <b>You</b> and where <b>You</b> are noted as the <b>Landlord</b> of the residential building insured by <b>Section 1: Homeowners</b> insured by this <b>Policy</b>.</p> <p>This definition applies for the purposes of the <b>Specific Extension</b> headed <b>Rental / Leasing of Residential Premises</b> only.</p>

## BASIC COVER

We will provide compensation if **You** become personally legally liable to pay **Damages** for accidental sudden, unintended and unforeseen **Injury** or **Damage** occurring during the **Period of Insurance**, from an **Occurrence** anywhere in the world to the extent that such liability is not indemnifiable in terms of another Insurance Policy.

## INDEMNITY AND LIMITS

**You** are indemnified by this **Section** in accordance with the above basic cover provided but will not be inclusive of cover against claims for and / or arising out of any form of **Pollution** or any **Occurrence** in connection with **Your** business / occupation / trade.

The **Limit of Indemnity** as stated in the **Schedule** but not exceeding R3 000 000 (**EEL**) per **Occurrence** and will be the maximum amount of **Our** liability in respect of all claims for **Damages** and **Legal Costs** incurred with **Our** written consent which consent will not be unreasonably withheld and which are recoverable by or on behalf of any claimant from **You** arising out of one **Occurrence**.

All limits stated are payable after payment of the first amount payable by **You** as is applicable to the relevant claim.

If **We** allege that by reason of this **Section** that any claim for **Damages**, arising from **Injury** and / or **Damage** and **Legal Costs** is not covered by this **Policy**, then the burden of proving the contrary will rest upon **You**.

## TERRITORIAL LIMITS

Cover provided is worldwide, but excluding any judgment, award, payment or settlement made within a country which operates under the laws of the United States of America and / or Canada and / or their respective possessions or protectorates and any territory operating under the laws of or being subject to the jurisdiction of courts of the United States of America and / or Canada and / or their respective possessions or protectorates or is the subject to any order which is made anywhere in the world to enforce such judgement, award payment or settlement or part thereof.

It being understood that any claim brought against **You** will be subject to General Condition headed Law and Legal Jurisdiction.

## EXTENDED BASIC COVER

### 1. TENANTS

We will indemnify **You** in accordance with the cover provided up to the limit stated in the **Schedule / Annexure** if **You** become personally legally liable as a tenant and not as an owner for any **Damage** to the building of a **Dwelling** and its outbuildings (inclusive of fixtures and fittings) as well as accidental **Damage** to water, gas, sewerage, electricity or telephone connections to the **Dwelling** or outbuildings.

### 2. SECURITY COMPANIES

2.1. We will indemnify **You** in accordance with the cover provided for **Damages** arising from the ownership possession or use of any electrified fence, or arising out of a Deed of indemnification or similar undertaking to **Any Person** who has contracted with **You** to provide **You** with security services (referred to below as the Deed) provided that:

- 2.1.1. both the Deed and the contract for the provision of such security services are in writing and dated prior to the **Occurrence** giving rise to a claim being made against **You** in terms of the **Deed**,
- 2.1.2. the **Occurrence** giving rise to the claim against **You** in terms of the **Deed** occur on or in the immediate vicinity of the **Dwelling** situated at the address stated on the **Schedule**.

## 2.2. Neighbourhood Watch liability

**We** will indemnify **You** and any member of **Your** family who normally resides with **You** at the address stated on the **Schedule** against **Damages** for:

2.2.1. any accidental **Injury** to **Any Person** (other than members of **Your** family who normally reside with **You** or **Your Domestic Employees**),

2.2.2. any accidental **Damage** to property which is not owned by or in the custody of **Yourself** or any member of **Your** family who normally resides with **You** at the address stated on the **Schedule** or **Your Domestic Employees**.

Provided that **Our** indemnity for all **Damages** and **Legal Costs** will not exceed the amount stated in the **Schedule / Annexure** for all **Events** during the **Annual Period**.

## 2.3. Wrongful arrest

**We** will indemnify **You** for all **Damages** which **You** are personally legally liable to pay in respect of a wrongful arrest or an alleged wrongful arrest by **You** of **Any Person** other than a **Domestic Employee** of **Yours** or any member of **Your** family or household which arises out of **Your** activities as a member of a neighbourhood watch or a block watch group or of a similar voluntary non-profit organisation.

Provided that **Our** indemnity for all **Damages** and **Legal Costs** will not exceed the amount stated in the **Schedule / Annexure** for all **Events** during the **Annual Period**.

## 2.4. Security Company / Garden Services

Regardless of anything contained to the contrary **We** agree that Specific Exclusion (4) of this **Section** does not apply to any liability assumed in terms of a written contract entered into with any organisation providing security, armed response or garden services in respect of **Insured Property** indemnified under **Section 25: Homeowners** and **Section 26: Domestic Contents** of this **Policy**.

Provided that **Our** indemnity for all **Damages** and **Legal Costs** will not exceed the amount stated in the **Schedule / Annexure** for all **Events** during the **Annual Period**.

## 3. PERSONAL LEGAL LIABILITY TO DOMESTIC EMPLOYEES

**We** will indemnify **You** for **Your** personal legal liability due to accidental **Injury** to **Your Domestic Employee** that arises from and in the course of their employment.

Provided that **Our** indemnity for all **Damages** and **Legal Costs** are agreed to by **Us** in writing and will not exceed the amount stated in the **Schedule / Annexure** for any one **Event** during the **Annual Period**.

## 4. RENTAL / LEASING OF RESIDENTIAL PREMISES

Regardless of anything contained to the contrary it is hereby noted and agreed that **We** will indemnify **You** for **Damages** from an **Occurrence** directly resulting from the use of the residential building insured by **Section 1: Homeowners** and which is the subject of a written **Rental / Leasing Agreement** concluded between the **Tenant** and **Landlord** provided that such indemnity only applies to the **Tenant** or guest of the **Tenant** occurring during the **Annual Period**.

For the purpose of the cover provided it is noted and agreed that any indemnity paid will not be in favour of the **Tenant** should a guest of the **Tenant** make a claim against the **Tenant** and indemnity will only be considered where **You**, as the **Landlord** indemnified hereby have been found to be negligent.

Further provided that **Our** indemnity for all **Damages** and **Legal Costs** will not exceed the amount stated in the **Schedule** for all **Events** during the **Annual Period** and this extension will not be brought into contribution where the **Tenant** holds their own Personal Liability or Contents insurance.

## SPECIFIC CONDITIONS APPLICABLE TO RENTAL / LEASING OF RESIDENTIAL PREMISES

1. With due consideration to the General Provision headed Liability under more than one Section, it is agreed that the indemnity granted by this **Section** is conditional upon there being in force at the time of the **Occurrence** underlying cover in terms of **Section 1: Homeowners** of this **Policy** which substantially provides cover for the type of liability for which indemnity is sought hereunder and upon **You** not being in breach of the conditions of such cover applicable to those **Sections**.
2. This **Section** is governed by the laws of the Republic of South Africa whose courts will have exclusive jurisdiction in any dispute between **Yourself** and **Us**, refer to the **General Condition** headed **Law and Legal Jurisdiction**,

3. Indemnity amounts payable under this **Section** will be payable in the currency of the Republic of South Africa and **You** will be **Responsible** for the first amounts payable stated in the **Schedule / Annexure**.
4. **We** may in the case of any **Occurrence** pay to **You** the **Limit of Indemnity** (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled, and **We** will thereafter be under no further liability in respect of such **Occurrence**,

#### NOT COVERED BY THIS SECTION

**We** will not indemnify **You** for any liability consequent upon, caused by, though, or in connection with any **Injury** or **Damage** by the below unless specifically accepted by **Us** and specifically shown otherwise in the **Schedule / Annexure** for:

1. any compensation payable to **You**,
2. any **Damage** to property belonging to **You** or **Your Domestic Employee**,
3. any **Damages** or **Legal Costs** directly or indirectly due to:
  - 3.1. **Your** own employment, business or profession inclusive of but not limited to the sale of any goods or the rendering of any services for a fee or any other consideration or remuneration,
  - 3.2. any ownership of land or buildings (other than buildings insured under **Section 1: Homeowners** and land upon which such buildings are situated, provided the land is used for residential purposes),
  - 3.3. the occupation of land or buildings, other than **Your Dwelling**,
  - 3.4. the use of any vehicle, caravan, trailer, aircraft or watercraft (other than a surfboard or paddle ski) owned by **You** or which is in **Your** custody or control or which is owned by **Your Domestic Employee** or which is in **Your Domestic Employee** custody or control,
4. any liability accepted by agreement which would not have attached in the absence of the agreement (other than liability specifically covered in the Extended Basic Cover of this **Section**),
5. any liability arising out of the letting or hiring out of any movable or immovable property or part thereof for a fee, reward or any other consideration (other than liability specifically covered in the Extended Basic Cover of this **Section**),
6. any **Damages** arising out of **Your** intentional and reckless disregard and of the possible consequences of **Your** acts or omissions,
7. any **Damages** arising out of:
  - 7.1. one **Insured** to another,
  - 7.2. any former **Insured** in respect of any **Occurrence** during the period when such former **Insured** was an insured in terms of this **Policy**,
8. any **Damage** to property to the extent that such **Damage** is indemnifiable under any other insurance policy,
9. any **Damages** arising out of the ownership or use of any aircraft or Drone,
10. any **Damages** which are the subject of statutory or similar legislation controlling the use of any vehicles or trailers and in respect of which **You** are compelled to effect insurance or to furnish security, or where the State or other Governmental body or Authority has accepted responsibility,
11. any **Damages** or **Legal Cost** in respect of Motor Liability,
12. any **Damages** or **Legal Cost** in respect of Watercraft Liability,
13. any **Damages** or **Legal Cost** arising out of **Your** dishonest, fraudulent or malicious act or acts of physical assault or seduction committed by **You** or **Any Person** acting on **Your** order,
14. any **Damages** or **Legal Cost** in connection with the payment of any fine, penalty, multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses or performance warranties.
15. any **Damages** or **Legal Cost** in connection with the payment of any debt,
16. any **Damages** or **Legal Cost** in connection with **Your** failure to pay maintenance or alimony or any amounts following a breach of promise,

17. any **Damages** or **Legal Cost** arising out of the purchase, sale, barter or exchange of any property, movable or immovable or **Your** failure to comply with any obligations in relation thereto,
18. any first amount payable by **You** of any claim inclusive of any claim arising from the suspension or termination of the employment of **Your Domestic Employee**.
19. any liability resulting from the processing of personal information and any exposure which should be insured under a Cyber liability policy.

## SECTION 9: SUPPLEMENTARY LIABILITY

### DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

<b>Any Person</b>	means people not related to <b>You</b> , and people who are not <b>Your Domestic Employee</b> when the <b>Event</b> happens. However, the term <b>Any Person</b> may include people who normally live with <b>You</b> .
<b>Damage</b>	means loss of possession or control of, or actual physical damage to tangible property.
<b>Damages</b>	means monetary compensation (which term will be inclusive of claimant's legal costs and expenses) that is awarded against <b>You</b> by a court of law, or for which <b>You</b> will become personally legally liable within the ambit of the civil or criminal justice system.
<b>Domestic Employee</b>	means a person employed under a contract of service with <b>You</b> .
<b>Drone</b>	<p>means any: -</p> <ol style="list-style-type: none"> <li>1. <b>Remotely Piloted Aircraft</b> – being further defined as an unmanned aircraft which is piloted from a remote pilot station, excluding <b>Model Aircraft</b> and <b>Toy Aircraft</b>,</li> <li>2. <b>Toy Aircraft</b>– being further defined as an aircraft which is designed or intended for use in play by children,</li> <li>3. <b>Model Aircraft</b> – being further defined as non-human carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport or competitions.</li> </ol> <p>The term Drone Accessories means any: -</p> <ol style="list-style-type: none"> <li>1. filming, scanning, mapping, infrared and x-ray equipment inclusive of software,</li> <li>2. bags and carry cases,</li> <li>3. tools and cleaning equipment,</li> <li>4. guards and safety equipment,</li> <li>5. two way radio and communications equipment,</li> <li>6. power supplies and control equipment,</li> <li>7. binoculars and photographic equipment,</li> <li>8. laptops and tablets</li> </ol> <p>All of which are used for the purpose of controlling a drone, inclusive of any other equipment which can be affixed to the payload of the <b>Drone</b>.</p>
<b>Each and Every Limit (EEL)</b>	means the amount payable, inclusive of <b>Damages</b> recoverable from <b>You</b> by a claimant or any number of claimants, <b>Legal Costs</b> incurred with <b>Our</b> consent for any <b>Occurrence</b> all of which will not exceed the limit of indemnity stated in the <b>Schedule</b> .
<b>Event</b>	means any circumstance or incident which may give rise to a claim for indemnification as insured under this <b>Section</b> of the <b>Policy</b> .
<b>Injury</b>	means death, bodily injury, mental injury, illness (mental or physical) or disease of or to <b>Any Person</b> .

<b>In the Annual Aggregate / Aggregate Limit (AGG)''</b>	means a pre-determined Rand amount up to which the <b>Policy</b> will cover <b>You</b> each <b>Annual Period</b> , regardless of the number of claims submitted or <b>Legal Costs</b> associated with these claims.
<b>Legal Costs</b>	means costs, charges and expenses which <b>We</b> incurred or which <b>You</b> incurred with <b>Our</b> prior consent: <ol style="list-style-type: none"> <li>1. in the defence or settlement of any claim under this <b>Section</b> of the <b>Policy</b> or any legal proceeding, action or prosecution brought against <b>You</b> in respect of <b>Injury</b> or <b>Damage</b> or other personal legal liability as insured in terms of this <b>Section</b> of the <b>Policy</b>.</li> <li>2. in the representation at any inquest or accident inquiry in respect of <b>Injury</b> which may form the subject of indemnity under this <b>Section</b> of the <b>Policy</b>.</li> </ol>
<b>Limit of Indemnity</b>	means the <b>Sum Insured</b> stated in the <b>Schedule / Annexure</b> .
<b>Occurrence</b>	means an <b>Event</b> or series of <b>Events</b> arising out of one originating cause or source.
<b>Underlying Insurance</b>	means an existing insurance policy, as stated in the <b>Schedule</b> , in force with: <ol style="list-style-type: none"> <li>1. registered South African Insurer,</li> <li>2. any Insurer in the world which covers one or more of the following: <ol style="list-style-type: none"> <li>2.1. Motor Liability,</li> <li>2.2. Watercraft Liability,</li> <li>2.3. Property Owners Liability,</li> <li>2.4. Tenants Liability</li> </ol> </li> </ol> <p>but not an insurance policy in respect of any motor vehicle hired, leased or owned by <b>You</b> or any watercraft or property owned by <b>You</b>, outside The Republic of South Africa, Lesotho, Kingdom of Eswatini, Mozambique, Zimbabwe, Botswana, Namibia, and Malawi.</p>

#### **BASIC COVER**

**We** will indemnify **You** up to the **Limit of Indemnity** stated in the **Schedule** for **Damages** which **You** become legally liable to pay in accordance with the law of any country (but not in respect of any judgment, award, payment or settlement made within countries which operate under the laws of North America) due to:

1. any event occurring anywhere in the world during the **Annual Period**,
  - 1.1. where such liability is not indemnifiable in terms of the Insuring Clause and / or Insurable Events Clause and/or Operative Clause of any **Underlying Insurance**, or
  - 1.2. for which the limit of compensation, inclusive of **Legal Costs** and expenses, of the **Underlying Insurance** is exceeded. We will only pay compensation above the limits shown in the **Underlying Insurance** for:
    - 1.2.1. the Personal Liability section,
    - 1.2.2. the Vehicle Liability section
    - 1.2.3. the Watercraft Liability section in respect of third parties and passengers
  - 1.3. where such liability is not indemnifiable by reason of any Exclusion in any **Underlying Insurance**.

The **Limit of Indemnity** is inclusive of **Damages** and all **Legal Costs** and expenses which are incurred by **You** with **Our** written consent which consent will not unreasonably be withheld.

#### **LIMIT OF COMPENSATION**

**Our** compensation is limited to the amount shown in the **Schedule** for any **Occurrence** that happens during the **Annual Period**.



## CONDITIONS

1. The indemnity granted by this **Policy** is conditional upon there being in force at the time of the **Occurrence** an **Underlying Insurance** policy which substantially provides cover for the type of liability for which indemnity is sought hereunder and upon **You** not being in breach of the condition of such **Underlying Insurance**.
2. This **Policy** will be governed by the laws of the Republic of South Africa whose courts will have exclusive jurisdiction in any dispute between **Yourself** and **Us**. Refer to the General Condition headed Law and Legal Jurisdiction.
3. Written notice must be given to **Us** as soon as possible of any **Event** that may give rise to a claim under this **Policy** and **You** must furnish such further information as **We** may reasonably require. Every claim, writ, summons or process and all related documents must be forwarded **Us** in accordance with the General Condition headed Claims. Inadvertent failure to give notice as aforesaid because **You** could not reasonably have anticipated that the **Event** would give rise to a claim under this **Policy** will not be construed as a breach of this condition.
4. In respect of any claim not covered at least in part by an **Underlying Insurance Policy**, **We** may take over and conduct in **Your** name the defence or settlement of any claim or prosecute in **Your** name for **Our** own benefit and will have full discretion in the conduct of any proceedings and in the settlement of any claim. You will give all necessary information and assistance as may be required by **Us**. Refer to the General Condition headed Our Rights After an Event and Subrogation.
5. If the indemnity granted by this **Policy** is covered by any other liability insurance, **We** will not pay more than **Our** rateable proportion thereof.
6. If any claim under this **Policy** is in any respect fraudulent all benefit under this **Policy** in respect of such claim will be forfeited. Refer to General Exclusion headed Fraudulent Scheme, Trick, Device or False Pretence.
7. The due observance and fulfilment of all provisions in the **Underlying Insurance** and this **Policy** that require anything to be done or complied with by **You** are precedent to any liability by **Us** in respect of any **Occurrence** for which **You** make a claim under this **Policy**.
8. We may in the case of any **Occurrence** pay to **You** the maximum **Limit of Indemnity** (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and **We** will thereafter be under no further liability in respect of such **Occurrence**.
9. No admission, offer, promise or payment in relation to a claim under this **Policy** may be made or given by or on **Your** behalf without **Our** written consent. **You** will take all reasonable steps to ensure that the Insurers of the **Underlying Insurance** will comply with this condition and co-operate with **Us** in the defence and settlement of any claim which is indemnifiable both by an **Underlying Insurance** and this **Policy**, and in the exercise of any subrogation rights. The costs incurred in exercising such rights and any amounts recovered will be apportioned to each party according to the sums paid or payable under the respective policies. Refer to the General Conditions headed Our Rights after an Event and Subrogation.

### NOT COVERED BY THIS SECTION

No indemnity is granted by this **Policy** against any liability:

1. arising out of and in the course of the **Your** employment, business or profession inclusive of but not limited to the sale of any goods or the rendering of any services for a fee, reward or any other consideration,
2. arising out of the letting and / or hiring out of:
  - 2.1. any movable property,
  - 2.2. immovable property or part thereof for a fee, reward or any other consideration unless such liability is indemnifiable by the **Underlying Policy**.
3. for the first R10 000 of any claim in relation to property hired, leased or borrowed by **You**,
4. arising out of the reckless disregard by **You** of the possible consequences of any acts, errors or omissions,
5. for the transferring of one Insured to another or to any former Insured in respect of any **occurrence** during any period when such former Insured was an Insured,
6. arising out of any **Damage** to the extent that such liability is indemnifiable under any other insurance policy,

7. arising out of the ownership or use of any aircraft or **Drones** other than model aircraft and hang gliders,
8. except for so much of any compensation payable in respect of liability for **Injury** to persons being carried in or upon or getting into or alighting from a vehicle, for **Injury** which:
  - 8.1. is the subject of legislation enacted for the purpose of providing compensation for **Injury** or **Damage** wrongfully caused by the driving of a motor vehicle, or
  - 8.2. is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which liability:
    - 8.2.1. **You** are compelled to effect insurance or otherwise furnish security, or
    - 8.2.2. the State or other governmental authority has accepted responsibility, or
    - 8.2.3. is suffered as a result of emotional shock by a person other than an injured party on witnessing, observing or being informed of the **Injury** of another person as a result of the driving of a motor vehicle. This special exclusion will apply notwithstanding that no insurance under such legislation is in force or has been affected, or that compensation is not paid for any reason whatsoever.
9. for Motor Balance of Third Party liability unless such liability is in excess of the Scheduled Underlying Insurance and is indemnifiable thereby.
10. for any claim in respect of Watercraft Liability:
  - 10.1. unless such liability is indemnifiable by any of the **Underlying Insurances**, other than any claim excluded solely by reason of any territorial restriction,
  - 10.2. where the overall length of the watercraft exceeds 6 meters,
  - 10.3. outside the territorial limits for Watercraft, as defined under **Section 6: Watercraft** of this **Policy**,
  - 10.4. for any compensation payable towards water skiers.
11. for any **Damage** to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in **Your** care, custody or control,
12. arising out of any dishonest, fraudulent or malicious act by **You** or acts of physical assault or seduction committed by **You**,
13. for payment of any fine, penalty, multiple, punitive or exemplary **Damages** or arising out of liquidated **Damages** clauses, penalty clauses or performance warranties except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties,
14. for any debt,
15. for the failure to pay maintenance or alimony or any amounts following a breach of promise,
16. arising out of the purchase, sale, barter or exchange of any property movable or immovable or the failure by **You** to comply with any obligations in relation thereto,
17. for the first R5 000 of any claim arising from the suspension or termination of employment of any **Domestic Employee**;
18. arising out of any condition directly or indirectly caused by or associated with Human Immunodeficiency Virus (HIV) or the mutants, derivatives or Variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it is named,
19. for any **Damages** payable for **Injury** or **Damage**, **Legal Costs** or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any events or activities relating to the General Exclusions headed War, Riot and Terrorism and Nuclear Risks regardless of any other cause or event contributing concurrently or in any other sequence to such loss.

20. any claim, cost or expense for **Damages** payable for **Injury** or **Damage** happening in or in connection with the United States of America (being the fifty states of the union plus the District of Columbia), Canada and any territory operating under the laws of or subject to the jurisdiction of courts of the afore-mentioned territories,
21. any liability resulting from the processing of personal information and any exposure which should be insured under a Cyber liability policy.