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*Stellar**
Lifestyle

POLICY WORDING

STELLAR LIFESTYLE



IMPORTANT CONTACT DETAILS

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<p>Safire Client Services</p>	<p>If you have any questions or concerns regarding your Policy, a claim, advice received or services rendered, then you may contact us:</p> <p>Contact details Telephone (033) 264 8500 Email clientservices@safireinsurance.com Website www.safireinsurance.com</p>		
<p>Safire Complaints</p>	<p>We take our service level seriously. If for any reason, you are not satisfied, please bring your dissatisfaction to our attention so that we can immediately investigate the matter and provide you with feedback:</p> <p>Contact details Telephone (033) 264 8500 Email complaints@safireinsurance.com Website www.safireinsurance.com</p>		
<p>Ombud for Short-term Insurance (OSTI)</p>	<p>If you have a complaint regarding a product or service received or a claim, you may escalate your complaint to the Ombud for Short-term Insurance:</p> <p>Contact details Telephone (011) 726 8900 Fax (011) 726 5501 Email info@osti.co.za Website www.osti.co.za Sharecall 0860 726 890</p>		
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GENERAL

1. Introduction

A brief introduction to this policy.

<p>This policy</p>	<p>1. This policy</p> <p>This policy, the schedule, the application for insurance / proposal and declaration (all of which have been issued in writing), forms the agreement for personal insurance between the Insurer (we / us / our) and the Insured (you / your).</p> <p>This policy, the schedule and any endorsements thereto must therefore be read together as one agreement and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear. In the event of there being any conflict between the English and Afrikaans policy wordings, the provisions of the English policy will take precedence.</p> <p>We agree to provide insurance to you in terms of this policy during your period of insurance, or any subsequent period for which we may agree to renew this insurance, and for which the premium due has been paid.</p> <p>We agree to make good any loss suffered by you either by payment, or at our option by reinstatement or repair or to pay compensation in respect of the events as provided for in the sections forming part of this policy, but not exceeding in respect of each section of the policy the sum insured, limit of indemnity, amount of compensation or any other amounts specified.</p>
<p>Version and effective date</p>	<p>2. Policy version and effective date</p> <p>A) Policy version: Stellar Lifestyle policy 2023-12.</p> <p>B) Effective date: 1 December 2023.</p> <p>C) This version replaces the Stellar Lifestyle policy version 2023-09 and includes Endorsement 2305 eff 2023-12.</p>

2. SASRIA

South African Special Risks Insurance Association (SASRIA).

<p>What is SASRIA?</p>	<p>SASRIA SOC Ltd (Company registration number: 1979/000287/06)</p> <p>If stated in the schedule, cover provided for by SASRIA will be included in your policy.</p> <p>SASRIA provides cover for insured events which occur in the Republic of South Africa (RSA) and covers you for material loss or damage, including malicious damage, caused by any person or group of people taking part in a riot, strike, lockout, civil commotion or any other act with a political, social or economic aim, objective or cause, or in protest against any state or government.</p>
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3. Disclosure of Information

Consent to disclosure of information.

<p>Sharing of Information</p>	<p>1. Sharing of information</p> <p>A) The sharing of claims and underwriting information (including credit information) by insurers is essential to enable us to underwrite policies, assess risks fairly and reduce the incidence of fraudulent claims.</p> <p>B) We understand that your right to privacy must be taken into consideration. However, it is restricted in certain circumstances, including cases where the parties have a legal interest in the information. In terms of South African law, we may disclose and / or receive information if we intend using it to prevent fraud and to underwrite risks fairly.</p>
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In terms of this Policy

2. In terms of this policy

- A) You acknowledge that the sharing of information for underwriting and claims purposes is in the public interest. It will enable insurers to underwrite policies and assess risks fairly and reduce the incidence of fraudulent claims. This will contribute to keeping premiums as low as possible.
- B) You agree to waive your rights to privacy of any underwriting and claims information for any insurance policy or claim made by you or on your behalf.
- C) You consent to:
 - a) such information being used as set out above;
 - b) such information being given to any insurer or its agent; and
 - c) any underwriting information being verified against and shared with legally recognised sources or databases.

4. General Terms & Conditions

General terms and conditions contained in this policy, which are applicable to every section.

Prevention of loss

1. Prevention / minimisation of loss or damage

- A) You must take all reasonable care, necessary precautions and timeous steps to prevent or reduce loss, damage, injury, illness or liability.
- B) This obligation includes, but is not limited to, you complying with any laws and regulations which are applicable and material to the risks under this policy, regardless of whether these laws are in force at the date that this policy is issued, or whether they come into force thereafter. Your failure to comply with any such applicable laws and regulations shall entitle us to reject any claim, in instances where such failure is material to the claim.
- C) We shall not be liable for any claim for loss or damage arising under circumstances where there is gross negligence or recklessness on your part.

Automatic inflation adjustment

2. Automatic inflationary adjustment

- A) We may increase the sums insured under the Houseowners and Householders sections, on the anniversary date of the policy, by a percentage that is reasonably in keeping with inflation, as indicated by the published Consumer Price Index.
- B) This does not relieve you of your responsibility to ensure that each of the sums insured represents the full replacement value of your property at all times.

Cancellation & continuation of cover

3. Cancellation & continuation of cover

A) Cancellation:

This policy or any section hereof may be cancelled:

- a) by you at any time;
- b) by us giving you **31 (thirty-one) days'** written notice, which notice shall be forwarded to you by registered mail or email to your last known address.

In any event we shall be entitled to retain the customary *pro rata* premium or minimum premium (whichever is applicable).

B) Continuation of Cover:

Premium is payable on or before the inception or renewal date, as the case may be. Subject to what is set out below, we shall not be obliged to accept premium tendered to us after the inception or renewal date, but we may do so upon such terms as we at our sole discretion may determine.

Annual policies:

- a) Where annual premium is payable by electronic funds transfer (EFT):
The full annual premium is due in advance on or before the first day of the commencement of each annual 12 (twelve) month period of insurance. If it is not received by us by the due date (or within any regulatory grace period which may apply), the insurance provided by this policy shall be deemed to have lapsed at midnight on the day immediately preceding the due date.

- b) Where annual premium is payable by debit order:
1. We will process the debit order for the full annual premium on the first day of the commencement of each 12 (twelve) month period of insurance.
 2. Should the debit order fail, you will be required to pay the full outstanding premium via electronic funds transfer within 15 (fifteen) calendar days of such failed debit order, failing which, the insurance provided by this policy shall be deemed to have lapsed at midnight on the day immediately preceding such failed debit order.

Quarterly policies:

- c) Where quarterly policies are payable by debit order:
1. We will process the debit order for the full quarterly premium on the first day of the commencement of each 3 (three) month period of insurance and thereafter on the first day of each subsequent 3 (three) month period.
 2. Should a debit order fail, you will be required to pay the full outstanding premium via electronic funds transfer within 15 (fifteen) calendar days of such failed debit order, failing which, the insurance provided by this policy shall be deemed to have lapsed at midnight on the day immediately preceding such failed debit order.

Monthly premiums:

- d) Where monthly premiums are payable by debit order:
1. The due date for payment of monthly premium will be the first day of each month, or such later day as we may have consented to in writing.
In the event of any insurance premium being payable, with our written consent, later than the first day of each calendar month, such payment shall relate to the insurance period of the discrete calendar month in which such payment is made.
(Example: Your premium is due on the 1st of every month, but we have agreed to collect your debit order on the 10th of every month. The debit order collected on 10 January will therefore relate to insurance cover for the period 1 to 31 January.)
 2. Should a debit order fail, we will endeavour to process a double debit order in the following month.
 3. Should the double debit order fail, the insurance provided by this policy shall be deemed to have lapsed at midnight on the last day of the month immediately preceding the month in which the first failed debit order occurred, unless you can show that failure of such debit order was due to an error on the part of the bank or other paying agent.

C) Interest:

- a) Without prejudice to our rights to cancel this policy or any other rights that we may have, we shall be entitled to charge interest on any premium payments not paid on the due date.
- b) Such interest shall be levied at the rate published in the Prescribed Rate of Interest Act No. 55 of 1975 and shall be calculated from the date payment was due until the date of payment, both dates inclusive.

Changing your policy

4. Changing your policy

- A) You may request us to change your policy or part thereof at any time, provided that the request is made in writing. Any change that we agree to in writing will apply from the time and date of our agreement.
- B) We may change the terms, conditions, exceptions and exclusions of this policy by giving you and / or your broker / intermediary **31 (thirty-one) days'** written notice.

Claims

5. Claims

A) Procedure when reporting a claim:

On the occurrence of any event which may result in a claim, you must at your own expense:

- a) immediately report to the police any incident involving theft or any other criminal act and take all practical, reasonable, necessary and timeous steps to discover the identity of the guilty party as well as to recover the property;
- b) submit to us full details of the event as soon as reasonably possible, but no later than **30 (thirty) days** after it has occurred, which may include you submitting (at our sole discretion):
 1. a fully completed and signed Claim Form;

2. a copy of the Accident Report / Case Docket Reference Number and contact details of the police officer / police station;
 3. particulars of any other insurances which may be applicable;
 4. proof of value of insured property / quotation;
 5. particulars of any other claim made or which may be made against you;
 6. any other documentation which we may reasonably require.
- c) immediately inform us in writing if you become aware of any possible prosecution or legal proceedings or claim against you following an event. It is very important for you to notify us timeously if you think you were at fault and as such you believe a third party may bring a claim against you. This will enable us to timeously investigate the matter and secure appropriate evidence.
- B) Settlement basis:**
- a) In the event that you have a valid claim, we may at our sole discretion decide on one or more of the following ways to compensate you:
 1. paying for the reasonable and necessary cost of repairs to a repairer of our choice; or
 2. replacing / reinstating the item through a supplier of our choice; or
 3. in exceptional circumstances, payment in cash; or
 4. any combination of the above.
 - b) You must not repair or replace an item, or provide instructions / authorisation for the repair or replacement of an item, unless it has been approved and consented to by us. This provision in no way exempts you from your responsibility to take all reasonable and timeous steps to mitigate or prevent further loss or damage to any property.
 - c) Before finalisation or settlement of any claim, you may be required to sign an Agreement of Loss or an Agreement of Settlement or a Release.
- C) Assistance:**
- a) You are required to render assistance and to supply us with all information and documentation we may reasonably require within **30 (thirty) days** of such request, during and after the claim process, if necessary.
 - b) The insurance provided by each section of this policy is extended to include costs reasonably paid by you to an unrelated professional person in producing, certifying or substantiating your claim. Indemnity under this extension is subject to the proviso that such claim is payable in terms of this policy. In addition, cover is not provided for fees paid to public adjusters and indemnity in respect of a particular section, is limited to the sum of:
 - the amount stated in **Addendum B** or the limit of indemnity of the item affected, whichever is the lesser amount; and
 - any amount stated in the schedule for each section against an item for additional claims preparations costs.
- D) Your rights in the event of us rejecting your claim or in the event of you disputing the claim amount offered:**
- a) If you wish to dispute the rejection of a claim or if you wish to dispute the amount determined by us to be payable in respect of any claim you may, within **90 (ninety) days** after the date of rejection of the claim or the date that the claim amount was communicated to you in writing, appeal the decision internally by making written representations to complaints@safireinsurance.com ("**Internal Appeal**"). We will then notify you in writing of the outcome of the Internal Appeal within **45 (forty-five) days** of receipt thereof.
 - b) If you are not satisfied with the outcome of the Internal Appeal you may, within **180 (one hundred and eighty) days** of us advising you of the outcome thereof, escalate the dispute to the **Ombudsman for Short Term Insurance (OSTI)**.
 - c) If you **have not pursued** either an Internal Appeal or a complaint with the OSTI, you must institute any formal legal proceedings against us within **180 (one hundred and eighty) days** of us notifying you in writing of the rejection of your claim or us notifying you of the claim amount;
 - d) If you have pursued an Internal Appeal and/or lodged a complaint with the OSTI, as the case may be, and you are not satisfied with the outcome of either of these processes and you wish to pursue formal legal proceedings against us in Court, you **must** comply with the following:

1. If you have pursued the Internal Appeal and have not lodged a complaint with the OSTI, you must institute any formal legal proceedings against us within **180 (one hundred and eighty) days** of us notifying you in writing of the outcome of the Internal Appeal;
 2. If you have pursued the Internal Appeal and have lodged a complaint with the OSTI, you must institute such formal legal proceedings against us within **180 (one hundred and eighty) days** of the last happening of either:
 - us notifying you in writing of the outcome of the Internal Appeal; or
 - the OSTI notifying you in writing of the outcome of your complaint.
 - e) If you do not institute any formal legal proceedings against us within the periods as stated paragraphs (c) and (d) above, you will be time-barred from instituting any such legal proceedings against us arising from or in connection with such dispute and your rights in this regard under the policy will automatically be forfeited.
- E) Limitation of claims liability period:**
- a) This policy will not cover any claim made by you after **180 (one hundred and eighty) days** (or such other period as we may allow and have communicated to you in writing), calculated from the date of the occurrence of the event which gives rise to a claim
 - b) This limitation will not apply if the claim relates to formal legal action / application proceedings instituted against you by a third party for indemnity for amounts which you may become legally liable to pay as a result of death, bodily injury, illness, loss or damage suffered by such third party.

Compliance

6. Compliance with the policy

- A) We shall only indemnify you and provide compensation in accordance with this policy if:
- a) you comply with all the terms and conditions of this policy, including any and all endorsements issued thereunder;
 - b) the statements, answers and declaration provided in the proposal form or any other representations made to us, were truthful and comprehensive.

Currency

7. Currency

Any premium payable to and any claim payable by us will be paid in the official currency of the Republic of South Africa.

Fraudulent statements

8. Fraudulent statements, dishonesty or wilful acts

- A) The validity of this policy is based upon the information contained in your signed proposal form, and any misrepresentation or non-disclosure arising therefrom or contained therein shall immediately invalidate and void this policy.
- B) You will forfeit all benefit under this policy if you, or anyone acting on your behalf:
- a) submit a fraudulent claim; or
 - b) submit any information / documents / statements relating to a claim that is / are fraudulent / false / exaggerated; or
 - c) deliberately / wilfully / intentionally commit a fraudulent act that is in any manner connected to or associated with a claim; or
 - d) deliberately / wilfully / intentionally exaggerate the value of a claim; or
 - e) deliberately / wilfully / intentionally withhold information or documents relating to the claim.

Interest in the policy

9. Interest in the policy

- A) Unless otherwise agreed to by us by way of an endorsement, this policy does not grant any person (other than you) any rights or a right to claim against us.
- B) You may not cede or assign your rights or obligations in terms of this policy to another person.
- C) Unless otherwise provided for upon your death or by operation of law, we shall not be bound by any transfer of your interest, rights or entitlements in terms of this policy to any other part.

Jurisdiction

10. Jurisdiction

This policy is subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

Material information

11. Material information which we require

- A) You are obliged, both prior to inception of cover as well as at any stage subsequent to the inception or renewal of this policy, to:
 - a) provide us with all material information, regardless of whether this has been specifically requested or not, to enable us to properly assess the risk;
 - b) inform us immediately if any information that we have been provided with by you, and about you and the insured items, is incorrect or incomplete; and
 - c) inform us immediately if any of the information we have recorded about you or the insured items as stipulated in the schedule, has changed;
 - d) inform us immediately of any material change which may in any way affect the risk or manner in which such risk may be underwritten by us;
 - e) inform us immediately of any material detrimental change in your financial position. This includes, but is not limited to, you consulting with debt councillors, business rescue practitioners, liquidators or sequestrators; you being placed under debt review or business rescue, being sequestrated (whether provisionally or finally), or being liquidated (whether provisionally or finally).
- B) You agree to provide any additional information we may require at any stage subsequent to the inception or renewal of this policy.
- C) If there has been a material change in the risk, or in your financial position, the particular item, section or sub-section of the policy, or the policy in its entirety (as the case may be), affected by such material change, at our sole discretion:
 - a) shall be rendered voidable; or
 - b) may be cancelled with immediate effect by us.

Other insurances

12. Other insurances

- A) If at the time of any event in respect of which a claim is made under this policy, there is other insurance held by you or on your behalf which provides cover for the event, we shall only pay our rateable proportion of any sum payable.
- B) If the other insurance is subject to any Condition of Average, this policy (if not already subject to Condition of Average) will be subject to Average in a like manner.
- C) If the other insurance covers any of the events insured by this policy but is subject to any provision whereby it is excluded from ranking concurrently with this policy (either in whole or in part or from contributing to the loss or damage or liability), we shall not pay more than our rateable proportion of any loss or damage as the sum insured bears to the value of the property or more than our rateable proportion of any liability.

Our rights after an event

13. Our rights after an event

Without admitting any liability and without diminishing any of our rights in terms of this policy:

- A) We (including every person duly authorised by us) may:
 - a) enter any building or premises where the event took place; and
 - b) take possession of any damaged property insured under this policy; or
 - c) have any damaged property insured under this policy delivered to us;
 so that we can investigate the claim in a reasonable and appropriate manner.
- B) You may not abandon any property to us, whether we have taken possession thereof or not. Any possession of any property by us does not constitute an admission of liability or that we accept liability for a claim submitted by you.
- C) You are required to provide us with assistance to:
 - a) take action against any other party who may be liable therefore, in order to recover any compensation which we may have provided to you;
 - b) identify and recover any items that have been lost or stolen and subsequently found or recovered. We shall compensate you for the reasonable expenses which you incur in this regard.

- D) If you, or anyone acting on your behalf, do not assist us as required in clause 13C) above, or hinders, interferes with or obstructs the action we intend taking, or are taking against another party, then all benefit under this policy will be forfeited.
- E) We may take over and conduct in your name the defence, recovery or settlement of any claim for our and / or your benefit, and shall have full discretion in the conducting of any proceedings and / or settlement of any claim. This provision shall in no way be construed as an obligation for us to defend, recover or settle any claim on our and / or your behalf, unless otherwise stated.
- F) You may not admit liability or make an offer or promise for payment (in whole or in part), or accept any offer or promise for payment (in whole or in part) to / from other parties in respect of or as compensation for any event that may give rise to a claim under this policy.

Reinstatement

14. Reinstatement

- A) If we elect to reinstate or replace any property, you must (at your own expense) provide us with all documentation and information which we require.
- B) We are not bound to reinstate or replace your property exactly or completely, but only as circumstances reasonably allow and at our reasonable discretion.

Ts & Cs per section

15. Terms and conditions per section

There are also terms, conditions and exclusions which are applicable to specific sections in this policy and you should ensure that you understand all the relevant sections contained herein.

VAT

16. Value Added Tax

- A) All insured values, limits of liability, excesses and annual aggregate deductibles include Value Added Tax (VAT) at the prescribed rate.
- B) This policy does not indemnify you for any VAT that may become payable by you in terms of section 8(8) of the Value Added Tax Act no. 89 of 1991, as amended

5. General Exclusions

You are not covered for the following general exclusions, unless otherwise stated in the policy (applicable to all sections).

Burden of proof	If we allege, by reason of General Exclusion 1 to 17 listed below, that loss or damage is not covered by this policy, you will bear the burden of proving the contrary.
Asbestos	<p>1. Asbestos</p> <p>Legal liability or loss or damage or cost or expense whatsoever or any consequential loss, which was caused (directly or indirectly) by or in any way involving or resulting from or in consequence of or to the extent contributed to, asbestos or any material containing asbestos in any form or quantity, is excluded.</p>
Biological or chemical materials	<p>2. Biological or chemical materials</p> <p>This insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials, regardless of any other cause or event contributing concurrently or in any other sequence thereto.</p>
Commercial use	<p>3. Commercial use</p> <p>A) Save as otherwise expressly provided for in this policy, all loss or damage arising from commercial, business and industrial activities is excluded, unless the activity has been disclosed in the proposal form and was agreed to by us:</p> <ul style="list-style-type: none"> a) at the inception of the policy; or b) subsequently by endorsement.
Communicable diseases	<p>4. Communicable diseases</p> <p>A) We shall not be liable for any claim arising from any loss, damage, liability, expense, compensation, fines, penalty or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following (including, but not limited to, any fear or threat thereof, whether actual or perceived):</p> <ul style="list-style-type: none"> a) any infectious disease, contagious disease, communicable disease, virus, bacterium, parasite or other micro-organism (whether asymptomatic or not or deemed living or not); or b) Coronavirus, including any mutation or variation thereof; or c) pandemic or epidemic, as declared by the World Health Organisation (WHO) or any governmental authority. <p>B) Such exclusion shall apply regardless of any other cause contributing (whether in whole or in part) concurrently or in sequence to such loss, damage, liability, expense, compensation, fine, penalty, or any other amount.</p>
Cyber, data and computing equipment	<p>5. Cyber, data and computing equipment</p> <p>A) We shall not indemnify you for any loss, damage, legal liability, claim, fine, penalty, cost or expense of whatsoever nature arising directly or indirectly out of, or in connection with, or contributed to by, or results from any:</p> <ul style="list-style-type: none"> a) unauthorised, malicious or criminal act or series of acts, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer, software, hardware, communications system, electronic device, server, cloud or microcontroller, including any associated input, output, data storage device, networking equipment or backup facility; b) cybercrime, including cyber fraud, cyber forgery, cyber extortion and cyber theft of incorporeal property; c) malicious data messages or software, including viruses, worms, trojans, time or logic bombs, ransomware and malware, or any other similar corruptive, destructive or harmful media, program, source, code or instruction;

- d) unauthorised and intentional access to or use of data or any computer program, computer data storage medium, computer system or electronic device;
 - e) unauthorised and intentional acquisition of data;
 - f) unauthorised interception of or interference with data, or any computer program, computer data storage medium, computer system or electronic device.
- B) We shall furthermore not indemnify you for any loss, damage, legal liability, claim, fine, penalty, cost or expense of whatsoever nature arising directly or indirectly out of, or in connection with, or contributed to by, or results from any total or partial incapacity, unavailability or failure of any computer program, computer data storage medium, computer system or electronic device or access, use or operation of the aforementioned:
- a) to treat any date as the correct date or true calendar date, or to correctly or appropriately recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date; or
 - b) to capture, save, retain or process any information or code as a result of the operation of any command which has been programmed into any computer data storage medium, computer system or electronic device, being a command which causes the loss of data or the inability to capture, save, retain or to correctly process such data in regard to or in connection with any such data; or
 - c) to capture, save, retain or process any information / code due to program errors, incorrect entry or inadvertent cancellation or corruption of data and / or programs; or
 - d) to capture, save, retain or process any data as a result of the events listed in A) above.

Consequential loss

6. Consequential loss

We do not cover consequential loss from any cause whatsoever.

Contractual liability

7. Contractual liability

We shall not be liable for any claim arising from contractual liability, unless such liability would have attached to you notwithstanding such contractual agreement.

Deliberate acts

8. Deliberate acts or collusion

We do not cover loss or damage deliberately caused by you or any person colluding with you.

Detention

9. Detention or confiscation

We do not cover loss, damage, costs or expenses (directly or indirectly) arising from detention, confiscation, forfeiture, impounding, destruction or requisition legally carried out by Customs, the South African Police Services, Crime Prevention Units or other officials or authorities.

Failure of the electricity grid

10. Failure of the electricity grid

- A) We do not cover any loss, damage, legal liability, cost or expense of any kind, including any consequential loss or damage in respect of any section of this policy, directly or indirectly caused by, contributed to, resulting from, arising out of, or in connection with a failure of the electricity grid.
- B) Failure of the electricity grid means a total or partial interruption to, interference with, suspension, blackout, and/or failure of the electricity supply, in any manner for any reason and from any source (including damage and any inability and/or failure on the part of the supplier) which affects the entire Republic of South Africa or any of its provinces or municipalities (including local, district, regional or any other level created by law) at substantially the same time, including any interruption, power surge or suspension at the reconnection or reinstatement of the electricity supply.

Nuclear

11. Nuclear material and radioactivity

- A) This policy does not cover loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever arising therefrom or any consequential loss or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to or arising from:
 - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel or from the combustion of nuclear fuel;

	<ul style="list-style-type: none"> b) the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or d) any electromagnetic weapon.
<p>Pollution & contamination</p>	<p>12. Pollution and contamination</p> <p>A) We do not cover any loss or damage due to:</p> <ul style="list-style-type: none"> a) contamination, pollution, seepage; b) soot, deposition, impairment by dust; c) chemical precipitation; d) poisoning; e) impurity; or f) any limitation or prevention of the use of objects because of hazards to health. <p>B) In addition, we do not cover the cost of removing, nullifying or cleaning-up substances which are seeping, polluting, or contaminating.</p> <p>C) If an insured peril arises directly from pollution and / or contamination, any loss or damage arising directly from the peril shall be covered.</p>
<p>Punitive damages</p>	<p>13. Punitive damages</p> <p>We do not cover punitive damages or fines or penalties that you are held liable for.</p>
<p>Scams or fraud</p>	<p>14. Scams or fraud</p> <p>We do not cover loss or damage arising from scams, fraud or theft by false pretences.</p>
<p>War, riot and terrorism</p>	<p>15. War, riot and terrorism</p> <p>We do not cover loss of or damage to property or liability for loss of or damage to property caused by and related to riots, wars, political acts, public disorder, terrorism, or any attempted acts of this kind, including:</p> <ul style="list-style-type: none"> A) Civil commotion / unrest, labour disturbance, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of these events; B) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), or civil war; C) Mutiny, military uprising or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution; D) Any act or any attempt thereat (whether on behalf of an organisation, body, person or group of persons) calculated or directed to overthrow or influence any state or government, or any provincial, local or tribal authority with force or by means of fear, terrorism or violence; E) Any act or any attempt thereat which is calculated or directed to bring about loss or damage to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof; F) Notwithstanding any provision of this policy, including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, 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; G) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to in any of clauses 15A) to 15F) above; H) Loss or damage caused directly or indirectly by, or through, or in consequence of any event for which a fund has been established in terms of the War Damage Insurance and Compensation Act (Act No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.

<p>Other</p>	<p>16. Other (including wear and tear, vermin and faulty design)</p> <p>A) We do not cover loss or damage as a result of or caused by:</p> <ul style="list-style-type: none"> a) any data or telecommunication equipment or apparatus; b) any gradually operating cause; c) any process involving the use of water; d) any process of dyeing, cleaning, repairing, renovating or restoring; e) depreciation; f) faulty design and workmanship; g) flaws or defects in the specification, construction or material; h) gradual deterioration; i) lack of maintenance; j) mechanical / electrical / electronic failures and breakdowns; k) moths, insects, termites, vermin (including rodents), larvae; l) rust, mildew, corrosion and decay; m) scratching, chewing, tearing and fouling by domestic pets; n) scratching, denting, chipping or cracking; o) the action of light or atmospheric conditions; p) wear and tear; q) weeds or roots. <p>B) Notwithstanding the provisions of k) and m) above, we will cover loss or damage caused by rodents or domestic pets to vehicles specified for comprehensive cover under the Motor section of this policy.</p> <p>C) Exclusion m) above does not apply to items specified under the Personal All Risks section.</p>
<p>Sexual assault and molestation</p>	<p>17. Sexual assault and molestation</p> <p>A) We do not cover any loss and / or damage whatsoever for which you are held liable arising from, as a result of or in any way being attributed to, any form of sexual assault, abuse or molestation of any person(s), by an employee, representative, agent or any other individual.</p> <p>B) In addition, we do not cover any legal defence costs necessary or incurred in the defence of any claim brought against you in which sexual assault, abuse or molestation form the basis (in full or in part) of the loss and / or damage claimed against you.</p>
<p>Flooding of Vaal or Orange river</p>	<p>18. Flooding of the Vaal or Orange (Gariiep) rivers</p> <p>Unless specifically provided for in your schedule of insurance, we shall not be liable for loss or damage of whatsoever nature caused by or resulting from flood due to the Vaal or Orange (Gariiep) rivers overflowing their riverbanks.</p>

SECTION S01

HOUSEOWNERS

S1.1 Houseowners Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule and any member of his / her family normally residing with him / her (including children that are financially dependent on him / her). Referred to as 'you' / 'your'.
Buildings	The buildings and / or the outbuildings at the premises (i.e. risk address shown in the schedule). Unless otherwise stated in the schedule, the buildings must be constructed of brick, stone or concrete with a slate, tiled, metal, concrete or asbestos roof, and includes: <ul style="list-style-type: none"> ○ all fixtures and fittings; ○ driveways and patios; ○ tennis courts; ○ spa baths, sauna rooms and swimming pools; ○ spa, sauna and swimming pool machinery (other than automatic pool cleaners); ○ borehole equipment; ○ septic or conservatory tanks; ○ walls, gates and fences (other than hedges); all situated on the premises.
Safire Assist	The official Safire Assist emergency number is 0861 723 473 (0861 SAFIRE) . If you require home assistance following an emergency, please contact this number in order to arrange the relevant emergency assistance. (Refer to our Safire Assist wording for more details, terms and conditions).
Fixed machinery	Machinery used for domestic purposes and permanently affixed to the insured buildings or on the premises. (e.g. pumps, gate motors, garage door motors, built-in aircon units, burglar alarms, motorised blinds)
Malicious damage	Loss or damage directly caused 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, excluding: <ul style="list-style-type: none"> ○ Loss or damage caused by or arising from theft or any attempted theft; ○ Consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured; ○ Loss or damage resulting from total or partial cessation of any process or operation; ○ Loss or damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority; ○ Loss or damage related to or caused by any occurrence referred to in General Exclusion 155. War, riot and terrorism, 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 the above, loss or damage is not covered, you will bear the burden of proving the contrary.
Premises	The land on which your buildings are situated.
Retaining wall	A wall/structure that splits two sections of land that have different ground levels and that retains the soil in the upper level, thereby preventing it from sliding or collapsing onto the lower level.

Subsidence, landslip and heave	<ol style="list-style-type: none"> 1. Subsidence: sinking, i.e. the downward movement of soil / land supporting the buildings. 2. Landslip: movement of ground down a slope. 3. Heave: the upward movement of soil / land supporting the buildings.
Tenant	Someone, other than you, who is allowed to occupy your buildings in terms of a verbal or written contract in excess of 30 (thirty) consecutive days, but does not include a paying short-term guest, boarder or lodger who occupies the buildings for less than 30 (thirty) consecutive days.

S1.2 Houseowners Underinsurance

It is your responsibility to ensure that your property is adequately insured.

Underinsurance	It is your responsibility to ensure that your property is adequately insured. If you are underinsured, Average (as defined) may apply.
Average	If, at the time of loss or damage, the cost of replacing the property is greater than the collective sum insured, including the costs of demolition, professional fees and public authority requirements, you will be responsible for the difference and will bear a rateable proportion of the loss or damage accordingly. If more than 1 (one) item is insured under this section, each item is separately subject to this clause.

S1.3 Houseowners Excess

The amount payable by you.

Excess	Our compensation is limited to the amount stated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and Addendum A .
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S1.4 Houseowners Cover

You are covered for loss or damage to the buildings caused by the following insured events originating or occurring at the premises.

Insured events	<ol style="list-style-type: none"> 1. Insured events <ol style="list-style-type: none"> A) Fire, lightning and explosion. B) Storm, wind, water, flood, hail or snow, excluding loss of or damage to retaining walls. C) Earthquake. D) Bursting or overflowing of geysers, water tanks, equipment, apparatus and pipes, including damage to such geysers, water tanks, equipment, apparatus and pipes. E) Accidental impact to the exterior portion of the buildings caused by falling trees or branches, vehicles, animals, aircraft and other aerial devices or anything that falls from them. F) Theft or any attempted theft, provided that theft or attempted theft from: <ol style="list-style-type: none"> a) unattended buildings; or b) buildings in the charge of house-sitters; or c) buildings let or sublet by you; or d) buildings in the course of construction, alteration, renovation, cleaning or repair is accompanied by visible, forcible and violent entry into or exit from the buildings or following violence or threat of violence. The requirement for visible, forcible and violent entry into or exit from the buildings is waived in respect of theft or attempted theft of external fixtures and fittings permanently attached to such insured buildings. G) Accidental leakage of oil, fuel or lubricant from a fixed oil, fuel or lubricant container or fixed oil-fired heating or associated apparatus. H) Malicious damage (as defined).
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S1.5 Houseowners Extensions

In addition to the sums insured, you are also automatically covered for the following extensions.

<p>Accidental breakage of glass & sanitary ware</p>	<p>1. Accidental breakage of glass and sanitary ware</p> <p>A) We shall compensate you for accidental breakage of sanitary ware (including sinks, baths and toilets), fixed glass (including mirrors and glass in solar heaters and stoves) forming part of the buildings, provided these items are in / on the buildings and your buildings are attended.</p> <p>B) We do not cover damage due to chipping, scratching, discolouration or cracking resulting from deterioration or disfiguration.</p>
<p>Accidental damage to building(s)</p>	<p>2. Accidental damage to building(s) and fixed machinery</p> <p>A) We shall compensate you for accidental damage to your:</p> <p>a) insured buildings on the premises; and</p> <p>b) fixed machinery.</p> <p>B) Cover is limited to the amount stated in Addendum B or such higher limit as agreed and stated in the schedule and for which additional premium has been paid.</p>
<p>Accidental damage to gardens</p>	<p>3. Accidental damage to gardens</p> <p>A) We shall compensate you for accidental damage to gardens at the insured premises (including damage to trees, shrubs, plants, garden ornaments and sprinkler irrigation systems) caused by:</p> <p>a) fire / explosion; or</p> <p>b) any person responding to a fire at your residence; or</p> <p>c) impact by aircraft or vehicles.</p> <p>B) This cover is limited to the amount stated in Addendum B.</p>
<p>Accidental damage to public supply</p>	<p>4. Accidental damage to public supply or mains connection</p> <p>We shall compensate you for accidental damage to water, sewerage, gas, oil, electrical, telephone connections or other underground pipes between the public supply or mains and your building, provided that the connection is either on your property or your legal responsibility.</p>
<p>Alternative accommodation</p>	<p>5. Alternative accommodation</p> <p>A) Should the insured building(s) be damaged by an insured event to the extent that they become uninhabitable, we shall compensate you for the reasonable cost of alternative accommodation, provided that we have in advance agreed to such costs in writing.</p> <p>B) Cover is limited to:</p> <p>a) the period reasonably needed to again make such building(s) inhabitable, with a maximum period of 12 (twelve) months; and</p> <p>b) in any event, to the amount stated in Addendum B or such higher amount stated in the schedule and for which additional premium has been paid.</p> <p>C) This extension excludes costs that are recoverable under any other policy of insurance.</p>
<p>Capital additions</p>	<p>6. Capital additions</p> <p>A) We shall compensate you for the value of alterations, additions and improvements to the buildings, but not appreciation in value in excess of the sum insured.</p> <p>B) Compensation is limited to the percentage stated in Addendum B, provided that you advise us in writing as soon as possible of these alterations, additions and improvements and pay an appropriate additional premium.</p>

<p>Cost of demolition & professional fees</p>	<p>7. Costs of demolition and professional fees</p> <p>A) After a loss or damage caused by an insured event, we shall compensate you for the costs reasonably and necessarily incurred by you and with our written consent:</p> <ul style="list-style-type: none"> a) in respect of architects', surveyors', engineers' and any other related fees; and b) in respect of demolishing the building, removing the debris from the site and / or erecting hoardings required for the building operations; and c) in accordance with applicable building statutes and regulations or ordinance of any municipal or other local authority. <p>B) Our liability for the cumulative amounts under A) above will not exceed the percentage stated in Addendum B.</p>
<p>Fire brigade charges</p>	<p>8. Fire brigade charges</p> <p>We shall compensate you for the reasonable costs charged by any municipal or local authority for extinguishing a fire on the premises.</p>
<p>Locks and keys</p>	<p>9. Locks and keys</p> <p>A) We shall compensate you for the reasonable and necessary costs and expenses incurred as a direct consequence of the loss or damage to any keys to the buildings, including costs of modifying or replacing locks and remote controls.</p> <p>B) The compensation provided shall not exceed the amount stated in Addendum B.</p>
<p>Loss of rent</p>	<p>10. Loss of rent</p> <p>A) We shall compensate you for rent payable to you and actually lost following damage to the insured buildings caused by any of the insured events.</p> <p>B) This only applies for the period reasonably required to place the building(s) in a tenantable condition and cover is limited to the percentage stated in Addendum B.</p>
<p>Loss of water</p>	<p>11. Loss of water by leaking</p> <p>A) We shall compensate you for costs for which you are responsible, of water lost from leaking pipes in the buildings or on the premises, provided:</p> <ul style="list-style-type: none"> a) the water meter reading exceeds the average of the previous 4 (four) readings by at least 50% (fifty percent); b) as soon as you become aware of the leak, you immediately take steps to repair the pipes at your own cost. <p>B) Cover is limited to the amount stated in Addendum B.</p> <p>C) Notwithstanding the above, we shall not compensate you for water lost from:</p> <ul style="list-style-type: none"> a) leaking taps, geysers or toilets; b) swimming pools or leaks in their inlet or outlet pipes; c) leaks that occur when the buildings are not attended for more than 30 (thirty) consecutive days.
<p>Monkeys or baboons</p>	<p>12. Monkeys or baboons</p> <p>A) We shall compensate you for loss or damage to the insured buildings caused by wild monkeys or baboons.</p> <p>B) Cover is limited to the amount stated in Addendum B.</p>
<p>Power surge</p>	<p>13. Power surge</p> <p>A) We shall compensate you for loss or damage to electrical fixtures and fittings of any insured buildings caused by power surge.</p> <p>B) Our liability shall be limited to the amount stated in Addendum B, or such higher limit as agreed and stated in the schedule and for which additional premium has been paid.</p>

Protection of buildings

14. Protection of buildings against further damage

- A) We shall compensate you for the costs reasonably and necessarily incurred for the temporary protection of the buildings following loss or damage caused by any of the insured events.
- B) Our liability in terms hereof will not exceed the amount stated in **Addendum B**, unless approved by us in writing.

Removal of fallen trees

15. Removal of fallen trees

- A) We shall pay for the reasonable and necessary costs to remove fallen trees or parts of fallen trees, including the remaining portion of such trees, from the premises. Please note that written consent must first be obtained from us.
- B) Cover is limited to the amount stated in **Addendum B**.

Subsidence and landslip (limited cover)

16. Subsidence and landslip – limited cover

- A) We cover loss, destruction of or damage to the buildings by subsidence and landslip resulting from the ground supporting such buildings being washed away by flowing surface water as a direct consequence of storm, flood, hail or snow.
- B) We shall not be liable for:
 - a) destruction or damage to solid slab floors or any other part of the buildings resulting from the movement of such slabs, unless the foundations supporting the external walls of the buildings are damaged by the same cause at the same time;
 - b) loss, destruction or damage to swimming pools, tennis courts, sauna and spa rooms / baths, gates, gate posts, boundary walls, retaining walls, garden walls, hedges, fences, driveways, paths, patios, terraces, septic or conservancy tanks, drains and water courses, unless the buildings are damaged by the same cause at the same time;
 - c) work necessary to prevent further loss, destruction or damage due to subsidence, landslip except where appropriate design precautions were implemented during the original construction of the buildings and any subsequent additions thereto;
 - d) consequential loss of any kind whatsoever, except loss of rent as specifically insured under this section.
 - e) loss or damage which is related to or caused by:
 - 1. faulty design or construction of any building situated at the insured premises; or
 - 2. the removal or weakening of support to any building situated at the insured premises;
 - 3. workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;
 - 4. excavation on or under land;
 - 5. the compaction of infill;
 - 6. normal settlement, shrinkage or expansion of the building.
- C) In any action, suit or other proceeding where we allege that, by reason of the provisions of these exceptions, any damage is not covered by this insurance, you will bear the burden of proving the contrary.

Waiver of excess

17. Waiver of the excess if you are older than 55 years

- A) The basic first amount payable for each and every claim paid in terms of this section, following an insured event at your primary residence, is hereby deleted, subject to the policy holder named in the schedule at the time of the occurrence being **55 (fifty five) years** of age or older.
- B) This waiver is not extended to claims that result from lightning or power surge.

Wheelchair friendly alterations

18. Wheelchair friendly alterations due to physical injury

- A) If you sustain a permanent physical disability, caused by a sudden and unforeseen accident, which results in you having to rely on a wheelchair to get around, we will contribute towards the fair and

reasonable costs necessary to make changes to your primary residence, provided that the building is insured in terms of this section.

- B) Our liability is limited to the amount stated in **Addendum B**

S1.6 Houseowners Optional Extensions

You will only be entitled to this optional extension if stated in your schedule, and for which additional premium has been paid.

Retaining walls

1. Retaining walls

- A) We cover loss of or damage to retaining walls caused by storm, wind, water or flood.
- B) Cover is provided on condition that:
- the retaining wall has been designed by a suitably qualified structural engineer and that it has been constructed in accordance with such design; and
 - you provide a stability report from a suitably qualified engineer prior to inception of cover, and then every 36 (thirty-six) months thereafter at the relevant renewal date.
- C) We shall not be liable for loss or damage caused by:
- the build-up of water / sewage due to a leak in water or sewage pipes;
 - freezing and thawing;
 - soil saturation and weight of water;
 - burrowing animals; and
 - subsidence and landslip.

Subsidence and landslip (full cover)

2. Subsidence, landslip or heave – full cover

Extension S1.5.15 above is replaced by:

- A) We cover loss, destruction of or damage to the buildings caused by subsidence or heave of the land supporting the buildings or landslip.
- B) We shall not be liable for:
- destruction or damage to solid slab floors or any other part of the buildings resulting from the movement of such slabs, unless the foundations supporting the external walls of the private dwelling or outbuildings thereto are damaged by the same cause at the same time;
 - loss, destruction or damage to swimming pools, tennis courts, sauna and spa rooms / baths, gates, gate posts, boundary walls, retaining walls, garden walls, hedges, fences, driveways, paths, patios, terraces, septic or conservancy tanks, drains and water courses, unless the private dwelling or outbuildings thereto are damaged by the same cause at the same time;
 - work necessary to prevent further loss, destruction or damage due to subsidence, landslip except where appropriate design precautions were implemented during the original construction of the buildings and any subsequent additions thereto;
 - consequential loss of any kind whatsoever, except loss of rent as specifically insured under this section;
 - loss or damage which is related to or caused by:
 - faulty design or construction of any building situated at the insured premises; or
 - the removal or weakening of support to any building situated at the insured premises;
 - workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;
 - excavation on or under land other than excavations in the course of mining operations;
 - the compaction of infill;
 - normal settlement, shrinkage or expansion of the buildings.

	<p>C) In any action, suit or other proceeding where we allege that, by reason of the provisions of these exceptions, any damage is not covered by this insurance, you will bear the burden of proving the contrary.</p>
Waiver of excess	<p>3. Waiver of the excess (basic first amount payable)</p> <p>If selected, this optional extension replaces extension S1.5.16 above.</p> <p>A) The basic first amount payable in respect of buildings insured in terms of this section is hereby deleted.</p> <p>B) This waiver is not extended to claims that result from lightning or power surge.</p>

S1.7 Houseowners Conditions

The specific conditions applicable to this section.

Automatic reinstatement	<p>1. Automatic reinstatement of the sum insured</p> <p>A) In order to maintain the sum insured at the amount shown in the schedule, you must pay an additional premium as determined by us on the amount of the loss or damage from the date of its occurrence to the expiry of your period of insurance.</p> <p>B) In the event of your policy being a monthly policy, the expiry of your period of insurance will be deemed to be the annual renewal date of the policy for the purpose of calculating the reinstatement premium.</p> <p>C) We may charge you the reinstatement premium, at our sole discretion, by either a premium endorsement to your policy, or by deducting the premium from the claim settlement amount.</p>
Beach cottage	<p>2. Beach / holiday cottage, or residence regularly unattended</p> <p>If the beach / weekend / holiday home, or any similar residence, is unattended, loss or damage by theft must be accompanied by visible, forcible and violent entry into or exit from the building.</p>
Construction risk	<p>3. Construction risk</p> <p>A) Whilst the building is in the course of structural alteration and / or renovation and until final completion and handover by the contractor to you, we shall only be liable for loss or damage caused by or resulting from:</p> <p>a) fire, lightning and explosion;</p> <p>b) earthquake.</p> <p>B) Notwithstanding the aforesaid, it is agreed that as regards that portion of the building not undergoing structural alterations or renovations, full cover as outlined in the policy is applicable.</p>
Matching of building materials	<p>4. Matching of building materials</p> <p>A) We are not obliged to repair your buildings to exactly match their previous state. We shall, however, repair them as closely as circumstances reasonably allow.</p> <p>B) Where we cannot match them exactly, we shall use materials that, in our reasonable opinion, match the damaged or lost materials as closely as possible.</p> <p>C) We shall only do this to the part of the structure or room where the loss or damage has occurred.</p> <p>D) We shall not pay for matching building materials to create a uniform effect throughout your private residence.</p>
Mortgagee	<p>5. Mortgagee</p> <p>A) The interests of a mortgagee (i.e. a bank or financial institution) with regards to the buildings and Loss of Rent will not be invalidated by:</p> <p>a) any act or omission of the mortgagor / title holder of the insured property;</p> <p>b) any misrepresentation or non-disclosure by the mortgagor / title holder of the insured property;</p> <p>c) the alienation of property as defined in the Alienation of Land Act;</p>

d) the occupation of the property in a manner that materially changes the risk inherent in the insured property under this policy;

provided that the aforesaid is effected without the knowledge of the mortgagee.

B) The mortgagee must notify us of the happening or existence of any act, neglect, misrepresentation, non-disclosure, alienation or occupation as soon as it becomes aware of this and shall be responsible for any additional premium resulting from us assuming any increased hazard.

Reinstatement

6. Reinstatement Value Condition

A) In the event that your property is damaged by any of the insured events as set out below, we shall either reinstate or replace the property with property of substantially the same kind or type, but not superior nor more extensive than the property when new. Such reinstatement / replacement shall take place on the same site on which the buildings are located.

B) We are not bound to reinstate your property exactly or completely and may, at our discretion, elect to replace or reinstate your property with property that is substantially similar to the property which you insured at the time of inception of the policy. This is subject to the terms, exceptions and conditions contained in this policy as well as the following special provisions:

a) The replacement or reinstatement must take place on the same site.

b) The work of replacement or reinstatement must be carried out without unreasonable delay. In the event that we determine, at our discretion, that you have failed to carry out the replacement or reinstatement without unreasonable delay, we will only compensate you up to the amount which would have been payable under this section if these conditions had not been incorporated (that is on an indemnity settlement basis).

c) Until you have incurred the full expenditure required in order to replace or reinstate the damaged property, we shall not be liable for any payment in excess of the amount which would have been payable under this section if these conditions had not been incorporated (that is on an indemnity settlement basis).

C) If at the time of replacement or reinstatement the total cost which would have been incurred in replacement or reinstatement of the property, assuming that the whole property had been destroyed, exceeds the sum insured at the date that such damage occurred, you will be considered to be your own insurer for the difference between these two amounts and must bear a rateable proportion of the loss. Every item, if more than one, of this section is separately subject to this provision.

D) You will not be covered under this clause if:

a) you fail to advise us of your intention to replace or reinstate the damaged property within **90 (ninety) days** of the date that such damage occurs; and

b) you are unable or unwilling to replace or reinstate the property on the same site on which the buildings were located.

Security

7. Security

A) Alarm warranty (if stated in the schedule)

a) If this warranty is stated in the schedule to apply, we shall compensate you for theft or attempted theft, only if:

1. an alarm system is installed in all buildings at the premises, including outbuildings and is in full working order; and

2. the alarm is linked to a company providing armed response;

3. the alarm system was armed when the buildings were left unattended overnight; and

4. the alarm system is maintained in proper working order. Please note that if you have maintained your obligations under a contract with the suppliers / servicing engineers to the alarm system, you will be deemed to have discharged your liability.

b) We shall also compensate you in the event that the key / code to the alarm system was obtained by assault, violence or threat of violence to you or any other key / code holder.

c) If this warranty is stated in the schedule to apply and an alarm system has not been installed in an outbuilding, loss or damage caused by theft or attempted theft will be limited to the amount stated in **Addendum B**.

	<p>B) Burglar bars warranty (if stated in the schedule) If this warranty is stated in the schedule to apply, we shall not cover you for loss or damage by theft or attempted theft resulting from entry to the building(s), including outbuildings, through any opening window which is not protected by burglar bars and whilst the building is unattended.</p> <p>C) Security gates warranty (if stated in the schedule) If this warranty is stated in the schedule to apply, we shall not cover you for loss or damage by theft or attempted theft resulting from entry to the building(s), including outbuildings, through any external door which is not protected by locked security gates and whilst the building is unattended.</p>
Tenants	<p>8. Tenants</p> <p>A) If any tenant of your private residence acts or omits to act in any way that may make this policy invalid, we shall still compensate you if:</p> <p>a) you did not know of or did not agree to the tenant's act or omission; and</p> <p>b) you tell us as soon as you become aware of the tenant's act or omission.</p>
Thatch roof	<p>9. Thatch roof</p> <p>A) Cover for loss of or damage to buildings with a thatch roof due to fire which is directly caused by lightning or thunderbolt, is subject to the buildings being protected by an SABS or other approved lightning conductor.</p> <p>B) In the event of a fire in a building with a thatched roof, you will bear the burden of proving that the fire was not as a result of lightning.</p> <p>C) This condition will not apply if the loss or damage was caused by the fire spreading from a neighbour's property where the proximate cause of such fire is attributed to lightning or thunderbolt.</p>
Unattended buildings	<p>10. Unattended buildings</p> <p>You must notify us in writing if you intend leaving any building(s) unattended for more than 30 (thirty) consecutive days.</p>

S1.8 Houseowners Exclusions

You are not covered for the following.

Building regulations	<p>1. Building regulations</p> <p>A) We do not cover loss or damage caused as a result of your buildings not complying with either the Occupational Health and Safety Act or the National Building Regulations or any other legislation / regulation that is applicable to the construction and maintenance of the buildings.</p> <p>B) Similarly, any gas and electrical installations must comply with applicable national or municipal regulations.</p>
Manufacturer's guarantee	<p>2. Manufacturer's guarantee or warranty</p> <p>We do not cover loss or damage covered by a manufacturer's guarantee, warranty, purchase agreement or service contract.</p>
Solar on thatch	<p>3. Solar panels on a thatch roof</p> <p>We do not cover loss or damage to photovoltaic solar panels that are fitted on a thatch roof.</p>
Subsidence, landslip or heave	<p>4. Subsidence, landslip or heave</p> <p>Unless otherwise provided for in Extension S1.5.16 and Optional Extension S1.6.2, we do not cover any loss or damage whatsoever caused by or resulting from subsidence, landslip or heave, even if such subsidence, landslip or heave was caused by any of the insured perils.</p>

SECTION S02

HOUSEHOLDERS

S2.1 Householders Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule and any member of his / her family normally residing with him / her (including children that are financially dependent on him / her). Referred to as 'you' / 'your'.
Buildings	The buildings and / or the outbuildings at the premises (i.e. risk address shown in the schedule). Unless otherwise stated in the schedule, the buildings must be constructed of brick, stone or concrete with a slate, tiled, metal, concrete or asbestos roof, all situated on the premises.
Contents	Household goods and personal effects of every description, belonging to you or for which you are responsible and the fixtures and fittings (not being landlord's fixtures and fittings) normally situated at the premises.
Emergency number Safire Assist	The official Safire Assist emergency number is 0861 723 473 (0861 SAFIRE) . In the event of requiring home assistance following an emergency, please phone this number in order to arrange the relevant emergency assistance. (Refer to our Safire Assist wording for more details, terms and conditions).
Malicious damage	Loss or damage directly caused 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, excluding: <ul style="list-style-type: none"> o Loss or damage caused by or arising from theft or any attempted theft; o Consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured; o Loss or damage resulting from total or partial cessation of work or partial cessation of any process or operation; o Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority; o Loss or damage related to or caused by any occurrence referred to in General Exclusion 155. War, riot and terrorism, or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence. <p>If we allege that by reason of the above loss or damage is not covered, you will bear the burden of proving the contrary.</p>
Premises	The land on which the buildings are situated.

S2.2 Householders Underinsurance

It is your responsibility to ensure that your property is adequately insured.

Underinsurance	It is your responsibility to ensure that your property is adequately insured. If you are underinsured, Average (as defined) may apply.
Average	If, at the time of loss or damage, the cost of replacing the property insured as new is greater than the collective sum insured, you will be responsible for the difference and will bear a rateable proportion of the loss or damage accordingly. If more than 1 (one) item is insured under this section, each item is separately subject to this clause.

S2.3 Household Excess

The amount payable by you.

Excess

Our compensation is limited to the amount stated in the schedule less any excess. Also referred to as 'first amount payable'. Please refer to the schedule and **Addendum A**.

S2.4 Household Cover

You are covered for loss or damage to the contents caused by the following insured events originating or occurring at the premises.

Insured events

1. Insured events

- A) Fire, lightning and explosion.
- B) Storm, wind, water, flood, hail or snow, but excluding loss or damage to property in a structure which is not completely roofed or property in the open, unless the property is designed to exist or operate in the open.
- C) Earthquake.
- D) Bursting, leaking or overflowing of geysers, water tanks and related equipment, apparatus and pipes excluding damage to such geysers, water tanks and related equipment, apparatus and pipes.
- E) Accidental impact to the exterior portion of the insured buildings, caused by falling trees or branches, vehicles, animals, aircraft and other aerial devices or anything that falls from them.
- F) Theft or any attempted theft from buildings, provided that theft or attempted theft from:
 - a) buildings (including out-buildings) whilst the premises are unattended; or
 - b) buildings in the charge of house-sitters; or
 - c) buildings lent or sublet by you; or
 - d) buildings in the course of construction, alteration, renovation, cleaning or repair;

is accompanied by visible, forcible and violent entry into or exit from the buildings or following violence or threat of violence. The requirement for visible, forcible and violent entry into or exit from the buildings is waived in respect of theft or attempted theft of photovoltaic solar panels permanently fitted on the roof of a building occupied by you as tenant or sectional title building owned by you, provided that such solar panels:

 - are owned by you; and
 - are not insured in terms of any other policy.
- G) Theft or any attempted theft from any building in which you temporarily reside or any private residence in which the contents are temporarily contained, subject to the provisions of a) to d) above. Temporarily in this case means a period not longer than 90 (ninety) consecutive days.
- H) Theft or any attempted theft from any bank safety deposit, furniture depository office or club where the contents have been stored or deposited for safe custody.
- I) Theft or attempted theft:
 - a) of laundry, outdoor furniture and outdoor equipment including garden and swimming pool maintenance equipment (including automatic pool cleaners) from the premises limited to the amount stated in **Addendum B**;
 - b) of contents whilst in transit to or from any place of purchase, repair or renovation following an accident to the conveying motor vehicle or theft following visible, forcible and violent entry into the vehicle or following threat of violence, limited to the amount stated in **Addendum B**;
 - c) of contents whilst in transit and during the process of removal necessitated by a permanent change of residence or to or from any bank, safety deposit, furniture depository office or club where the contents are to be or have been stored or deposited for safe custody. Theft from the conveying vehicle is subject to visible, forcible and violent entry into the vehicle or following threat of violence.

- J) Accidental leakage of oil, fuel or lubricant from a fixed oil, fuel or lubricant container or fixed oil-fired heating or associated apparatus.
- K) Malicious damage (as defined).

S2.5 Householders Extensions

In addition to the sums insured, you are also automatically covered for the following extensions.

Accidental breakage	<p>1. Accidental breakage of mirrors and glass</p> <p>We shall compensate you for accidental breakage of mirrors and plate glass tops to furniture or fixed glass forming part of any article of furniture or of a stove whilst in the buildings.</p>
Accidental damage	<p>2. Accidental damage to contents</p> <p>A) We shall compensate you for accidental damage to your insured contents whilst inside the buildings or on the premises.</p> <p>B) Our compensation will be limited to the amount stated in Addendum B, or such higher limit as agreed and stated in the schedule and for which additional premium has been paid.</p> <p>C) We shall not be liable for:</p> <ul style="list-style-type: none"> a) loss or damage which is payable under any other insured events, sections and extensions of the policy; b) loss of or damage to: <ul style="list-style-type: none"> 1. articles of a fragile nature; 2. cellular telephones, tablets and laptop computers; 3. firearms; 4. garden equipment; 5. musical instruments by breakage of reeds, skins or strings; 6. radio controlled vehicles (RCV), unmanned aerial vehicles (UAV) or drones; 7. sporting equipment; 8. video cassettes or compact discs; c) damage caused by / resulting from over-winding of clocks or other mechanical apparatus; d) the cost of reproduction of data. <p>D) Average is not applicable to this extension.</p>
Business goods	<p>3. Business goods</p> <p>A) Notwithstanding anything to the contrary in this policy, we shall compensate you for loss or damage to business goods and equipment whilst inside the buildings, which is caused by any of the insured events.</p> <p>B) Cover is limited to the amount stated in Addendum B.</p>
Cash cards and credit cards	<p>4. Cash cards and credit cards</p> <p>A) We shall compensate you for loss suffered or liability incurred by you (and not otherwise insured) as a direct result of the loss or theft and the subsequent unauthorised use of any cash card or credit card.</p> <p>B) Cover is provided on condition that you have complied with the terms and conditions of the card issuing authority or relevant financial institution.</p> <p>C) The compensation provided shall not exceed the amount stated in Addendum B.</p>
Compensation for death	<p>5. Compensation for death</p> <p>A) Should you be fatally injured in or on the premises by thieves or during a fire, we shall pay the amount stated in Addendum B, provided that death ensues within 12 (twelve) months of the injury.</p> <p>B) We shall effect payment to your legal or duly authorised representative.</p>

<p>Documents</p>	<p>6. Documents</p> <p>A) We shall compensate you for the reasonable and necessary costs and expenses incurred as a direct consequence of loss or damage to your personal documents, which was caused by any of the insured events.</p> <p>B) We shall only be liable for the value of the materials and the cost of labour to reinstate the documents or other costs in obtaining duplicate documents.</p> <p>C) The compensation provided is limited to the amount stated in Addendum B.</p>
<p>Fire brigade charges</p>	<p>7. Fire brigade charges</p> <p>We shall compensate you for the costs charged by any municipal or local authority for extinguishing a fire on the premises.</p>
<p>Foodstuffs</p>	<p>8. Foodstuffs</p> <p>A) We shall compensate you for loss due to deterioration or spoiling of food whilst in any refrigerator or freezer caused by accidental failure of the power supply (including fuel, gas and paraffin) or by the breakdown of the refrigeration unit.</p> <p>B) We do not cover deterioration or spoiling of food due to:</p> <ul style="list-style-type: none"> a) the interruption of your electricity supply resulting from the non-payment of your utilities bill or non-purchase of pre-paid power (including fuel, gas and paraffin); b) load-shedding or failure of the electricity grid, as defined under General Exclusion 10. B); or c) a person adjusting the temperature control. <p>C) The compensation provided shall not exceed the amount stated in Addendum B.</p>
<p>Hole-in-one or Perfect Eight</p>	<p>9. Hole-in-one or Perfect Eight benefit</p> <p>A) If a Hole-in-one or Perfect Eight is scored whilst playing as an amateur in a game of golf or bowls in terms of the rules of any recognised golf club or bowling club, we shall pay the amount stated in Addendum B.</p> <p>B) This cover is subject to written confirmation from the Secretary of the relevant club.</p>
<p>Locks and keys</p>	<p>10. Locks and keys</p> <p>C) We shall compensate you for the reasonable and necessary costs and expenses incurred as a direct consequence of the loss or damage to any keys to the buildings, including costs of modifying or replacing locks and remote controls.</p> <p>D) The compensation provided shall not exceed the amount stated in Addendum B.</p>
<p>Loss of money</p>	<p>11. Loss of money</p> <p>A) We shall compensate you for loss of money due to any of the insured events whilst in the buildings.</p> <p>B) Theft is excluded, unless accompanied by visible, forcible and violent entry into or exit from the buildings or following threat of violence.</p> <p>C) The compensation provided shall not exceed the amount stated in Addendum B.</p>
<p>Loss of rent</p>	<p>12. Loss of rent</p> <p>A) compensate you for:</p> <ul style="list-style-type: none"> a) the actual rent for which you are liable as occupier of the private residence; b) any reasonable additional expenses necessarily incurred in providing alternative accommodation; c) the necessary transit and storage expenses in respect of the contents. <p>B) This only applies for the period reasonably required to make the buildings liveable and will be limited to the percentage stated in Addendum B.</p>

Mechanical & electrical breakdown

13. Mechanical and electrical breakdown

- A) Notwithstanding the provisions of **General Exclusion 16.A(i)**, we shall compensate you for damage to your household appliances (excluding vacuum cleaners, hairdryers and power tools) whilst inside the buildings or on the premises, which is caused as a result of mechanical or electrical breakdown.
- B) The compensation will be limited to the amount stated in **Addendum B**, or such higher amount stated in the schedule and for which additional premium has been paid.
- C) We shall not be liable for loss or damage which is covered by a manufacturer's guarantee, purchase agreement, service contract or warranty.
- D) Cover is only provided for a period of 5 (five) years, which period is calculated from the later of:
 - a) the expiry of any manufacturer's guarantee or manufacturer's warranty that may be applicable to such item;
 - b) the expiry of any service contract that may have been concluded in respect of such item; or
 - c) the date on which the item was purchased, if none of paragraphs a) or b) are applicable.

Medical expenses

14. Medical expenses

- A) We shall compensate you for medical expenses not otherwise insured and incurred as a result of accidental bodily injury sustained:
 - a) by any person (not you or a member of your family or household or your employee) directly caused by any domestic animal owned by you and kept at the premises;
 - b) by a guest or visitor directly caused by any defect in the premises;
 - c) by your domestic employee arising out of and during the course of his / her employment.
- B) The compensation provided shall not exceed the amount stated in **Addendum B**.

Monkeys and baboons

15. Monkeys and baboons

- A) We shall compensate you for loss or damage to the insured contents of the buildings caused by wild monkeys or baboons.
- B) Cover is limited to the amount stated in **Addendum B**.

Power surge

16. Power surge

- A) We shall compensate you for loss or damage to the insured contents of the buildings caused by power surge.
- B) Our liability shall be limited to the amount stated in **Addendum B**, or such higher limit as agreed and stated in the schedule and for which additional premium has been paid

Property belonging to domestic employees

17. Property belonging to domestic employees

- A) We shall compensate your full-time domestic employees for the loss or damage to their property whilst such property is inside the buildings and which was caused by any of the insured events, provided that the property is not otherwise insured.
- B) We shall not be liable for loss or damage caused as a result of theft which is not accompanied by visible, forcible and violent entry into or exit from the buildings or following threat of violence.
- C) Our liability will not exceed the amount stated in **Addendum B**.

Property belonging to guests

18. Property belonging to guests

- A) We shall compensate your guests temporarily residing with you for the loss or damage to their property whilst such property is inside the buildings and which was caused by any of the insured events, provided that the property is not otherwise insured.
- B) Our liability will not exceed the amount stated in **Addendum B**.

<p>Protection of the contents</p>	<p>19. Protection of the contents against further damage</p> <p>A) We shall compensate you for the costs reasonably and necessarily incurred for temporary protection of the contents following loss or damage caused by any of the insured events.</p> <p>B) Our liability in terms hereof will not exceed the amount stated in Addendum B, unless otherwise agreed to by us in writing.</p>
<p>Student accommodation</p>	<p>20. Student accommodation</p> <p>A) We shall compensate you for loss of or damage to household contents kept at an alternate address occupied by any of your biological, adopted or stepchildren who are financially dependent on you and whilst they are registered as full time students.</p> <p>B) Theft is excluded, unless accompanied by visible, forcible and violent entry into or exit from the buildings or room occupied by your child or following threat of violence.</p> <p>C) The compensation provided shall not exceed the amount stated in Addendum B or such higher limit stated in the schedule and for which additional premium has been paid.</p>
<p>Subsidence, landslip or heave</p>	<p>21. Subsidence, landslip or heave</p> <p>A) We shall compensate you for loss or damage to the contents of the buildings, which is caused by subsidence or heave of the land supporting the buildings or landslip.</p> <p>B) We do not cover destruction caused by or arising from:</p> <ol style="list-style-type: none"> excavations other than mining excavations; alterations, additions or repairs to the buildings; the compaction of infill; defective design, materials or workmanship; normal settlement, shrinkage or expansion of the buildings.
<p>Tenant's</p>	<p>22. Tenant's liability</p> <p>A) We shall compensate you for all sums which you are legally liable to pay as tenant and occupier of any private residence, in respect of:</p> <ol style="list-style-type: none"> physical loss or physical damage to the buildings of the private residence directly caused by any of the insured events; physical breakage of: <ol style="list-style-type: none"> sanitary-ware, excluding chipping and scratching; fixed glass, including mirrors and glass in solar heaters and stoves forming part of the buildings of the private residence; physical damage to underground pipes and cables extending from the buildings of the private residence to the public mains or to underground fuel, oil or pipes, which was caused as a result of an accident during your period of insurance. <p>B) Our liability is limited to the amount stated in Addendum B.</p>
<p>Transit</p>	<p>23. Transit</p> <p>A) We shall compensate you for damage to your household goods whilst being transported to or from any place of purchase, repair or renovation and / or permanent change of address, provided the damage is caused by a fire, collision or overturning of the conveying motor vehicle.</p> <p>B) The compensation provided shall not exceed the sum insured as stated in the schedule for any one occurrence.</p>
<p>Trauma cover</p>	<p>24. Trauma cover</p> <p>A) We shall compensate you for medical expenses which are not otherwise insured, following a fire or a violent act of theft, attempted theft, hold-up or hijacking.</p> <p>B) Cover is limited to the amount stated in Addendum B.</p>

<p>Veterinary fees</p>	<p>25. Veterinary fees</p> <p>A) We shall compensate you for veterinary fees and expenses incurred as a result of injury or death caused by a road vehicle to your dog or cat or for a dog or cat for which you are responsible.</p> <p>B) The compensation provided shall not exceed the amount stated in Addendum B.</p>
<p>Waiver of excess if older than 55 years</p>	<p>26. Waiver of the excess if you are older than 55 years</p> <p>A) The basic first amount payable for each and every claim paid in terms of this section, following an insured event at your primary residence, is hereby deleted, subject to the policy holder named in the schedule at the time of the occurrence being 55 (fifty five) years of age or older.</p> <p>B) This waiver is not extended to claims that result from lightning or power surge.</p>
<p>Wheelchair</p>	<p>27. Wheelchair</p> <p>A) If you sustain a permanent physical disability, caused by a sudden and unforeseen accident, which results in you having to rely on a wheelchair to get around, we will contribute towards the fair and reasonable costs of purchasing a wheelchair, provided that the household contents of your primary residence are insured in terms of this section.</p> <p>B) Our liability is limited to the amount stated in Addendum B.</p>

Please Note: A claim in respect of any of the above extensions will not affect your No-Claim discount.

S2.6 Householders Optional Extension

You will only be entitled to this optional extension if stated in your schedule, and for which additional premium has been paid.

<p>Waiver of excess</p>	<p>1. Waiver of the excess (basic first amount payable)</p> <p>If selected, this optional extension replaces Extension S2.5.26 above.</p> <p>A) The basic excess in respect of contents insured in terms of this section is hereby deleted.</p> <p>B) This waiver is not extended to claims that result from lightning or power surge.</p>
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S2.7 Householders Conditions

The specific conditions applicable to this section.

<p>Automatic reinstatement</p>	<p>1. Automatic reinstatement of the sum insured</p> <p>A) In order to maintain the sum insured at the amount shown in the schedule you must pay an additional premium as determined by us on the amount of the loss or damage from the date of its occurrence to the expiry of your period of insurance.</p> <p>B) In the event of your policy being a monthly policy, the expiry of your period of insurance will be deemed to be the annual renewal date of the policy for the purpose of calculating the reinstatement premium.</p> <p>C) We may charge you the reinstatement premium, at our sole discretion, by either a premium endorsement to your policy, or by deducting the premium from the claim settlement amount.</p>
<p>Beach cottage</p>	<p>2. Beach, holiday cottage, or any similar residence regularly unattended</p> <p>If the beach / weekend / holiday home is unattended, loss or damage by theft must be accompanied by visible, forcible and violent entry into or exit from the building.</p>

Construction risk

3. Construction risk

- A) Whilst the building is in the course of structural alteration and / or renovation and until final completion and hand over by the contractor to you, we shall only be liable for loss or damage caused by or resulting from:
 - a) fire, lightning, explosion; and
 - b) earthquake.
- B) Notwithstanding the aforesaid, it is agreed that as regards that portion of the building not undergoing structural alterations or renovations, full cover as outlined in the policy is applicable.

Gold and platinum

4. Gold, platinum, silver and other valuables and collectibles

- A) The combined cover in respect of:
 - a) furs;
 - b) jewellery and watches;
 - c) oriental carpets and rugs;
 - d) paintings and artwork;
 - e) photographic equipment;
 - f) platinum, gold and silver articles; and
 - g) sound reproduction equipment
 is limited to the percentage stated in **Addendum B**.

Jewellery and watches

5. Jewellery and watches

- A) All jewellery and watches with a value equal to or in excess of R100 000 (one hundred thousand rand) per item, **must** either:
 - a) be worn on your person; or
 - b) be kept in a safe when not worn on your person.
- B) All jewellery and watches with a value less than R100 000 (one hundred thousand rand) per item, must either:
 - a) be worn on your person; or
 - b) be worn on your person as part of your daily routine. For this purpose, 'daily routine' refers to jewellery and watches that are worn **every day**, but which may be removed from your person overnight and placed out of sight (*for example, in a bedside drawer or cupboard*); or
 - c) be kept in a safe when not worn on your person as part of your daily routine.
- C) If you fail to comply with any of the conditions stated in condition A) and B) above, the excesses as set out in **Addendum A** will apply to any claim.
- D) Cover for theft from a safe is subject to the following conditions:
 - a) the safe must have been locked at the time of the loss; and
 - b) the safe must have been hidden from plain sight, and must have been securely bolted to the floor or wall; and
 - c) visible, forcible and violent entry into the safe; or
 - d) visible, forcible removal of the entire safe; or
 - e) threat of violence.
- E) In the absence of a valuation certificate, you will bear the burden of proving the value and ownership of the jewellery and watches. If you cannot prove the value and ownership of the jewellery and watches to our reasonable satisfaction, cover will be limited to the amount stated in **Addendum B**. Any valuation certificates produced in compliance with this clause must pre-date the loss.

Pairs and sets

6. Pairs and sets

- A) We do not compensate you for any additional or special value an item has on the basis that it forms part of a pair or set.
- B) We shall only compensate you for the proportionate, intrinsic value of that part of the pair or set that is lost, stolen or damaged.
- C) Notwithstanding the above, in respect of loss of an item of jewellery that forms part of a set (eg earrings), we will compensate you for the replacement of the entire set, subject to:
 - a) you delivering the remaining item to us as salvage; and
 - b) the additional excess as detailed in **Annexure A**.

Security

7. Security

A) Alarm warranty (if stated in the schedule)

- a) If this warranty is stated in the schedule to apply, we shall compensate you for theft or attempted theft, only if:
 1. an alarm system is installed in all buildings at the premises, including outbuildings and is in full working order; and
 2. the alarm is linked to a company providing armed response;
 3. the alarm system was armed when the buildings were left unattended overnight; and
 4. the alarm system is maintained in proper working order. Please note that if you have maintained your obligations under a contract with the suppliers / servicing engineers to the alarm system, you will be deemed to have discharged your liability.
- b) We shall also compensate you in the event that the key / code to the alarm system was obtained by assault, violence or threat of violence to you or any other key / code holder.
- c) If this warranty is stated in the schedule to apply and an alarm system has not been installed in an outbuilding, loss or damage caused by theft or attempted theft will be limited to the amount stated in **Addendum B**.

B) Burglar bars warranty (if stated in the schedule)

If this warranty is stated in the schedule to apply, we shall not cover you for loss or damage by theft or attempted theft resulting from entry to the building(s), including outbuildings, through any opening window which is not protected by burglar bars and whilst the building is unattended.

C) Security gates warranty (if stated in the schedule)

If this warranty is stated in the schedule to apply, we shall not cover you for loss or damage by theft or attempted theft resulting from entry to the building(s), including outbuildings, through any external door which is not protected by locked security gates and whilst the building is unattended.

Thatch roof

8. Thatch roof

- A) Loss of or damage to buildings with a thatch roof due to fire which is directly caused by lightning or thunderbolt, is subject to the buildings being protected by an SABS or other approved lightning conductor.
- B) In the event of a fire in a building with a thatched roof, you will bear the burden of proving that the fire was not as a result of lightning.
- C) This condition will not apply if the loss or damage was caused by the fire spreading from a neighbour's property where the proximate cause of such fire is attributed to lightning or thunderbolt.

Unattended buildings

9. Unattended buildings

You must notify us in writing if you intend leaving any buildings unattended for more than **30 (thirty)** consecutive days.

S2.8 Household Exclusions

You are not covered for the following.

Exclusion list

1. Exclusion list

- A) Loss or damage arising outside the Republic of South Africa.
- B) Loss or damage to:
 - a) motor vehicle(s), trailer(s), watercraft or their accessories whilst in or on the vehicle or craft;
 - b) deeds, bonds, bills of exchange, promissory notes, money, cheques, securities for money, stamps, airtime vouchers, documents, manuscripts, medals or coins (including gold coins), except as specifically provided;
 - c) photovoltaic solar panels that are fitted on a thatch roof.

SECTION S03

PERSONAL ALL RISKS

S3.1 Personal All Risks Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule and his / her spouse and his / her immediate family normally residing with him / her (including his / her children that are financially dependent on him / her.) Herein referred to as 'you' / 'your'.
Electronic equipment	Electronic devices or machines that manipulate data according to a list of instructions and have the ability to store data and execute programs, consisting of hardware and supported by software.
Personal effects	Means: <ul style="list-style-type: none"> ○ Wearing apparel excluding furs; ○ Luggage containers, handbags and briefcases; ○ Mobile electronic equipment, including laptop computers, tablets and smart phones; ○ Pedal cycles, but limited to the value specified in Addendum B; ○ Photographic equipment and binoculars; ○ Sporting equipment but excluding motor vehicles, trailers, hang-gliders, aircraft or watercraft; ○ Hearing aids; ○ Watches and jewellery; ○ Other personal effects generally carried on the person but excluding firearms, radio controlled vehicles (RCV), unmanned aerial vehicles (UAV) and drones;
Insured property	Personal effects, belonging to you or for which you are responsible.

S3.2 Personal All Risks Excess

The amount payable by you.

Excess	Our compensation is limited to the amount indicated in the schedule less any excess. Please refer to the schedule and Addendum A . Also referred to as first amount payable.
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S3.3 Personal All Risks Cover

You are covered for the following.

Unspecified items	<ol style="list-style-type: none"> 1. Unspecified items <ol style="list-style-type: none"> A) You are covered for accidental loss of or damage to your insured property whilst in the Republic of South Africa or which accompanies you anywhere else in the world in the course of temporary visits which do not exceed 6 (six) consecutive months per visit. B) Cover under this section is limited to the lesser of: <ol style="list-style-type: none"> a) the amount stated in the schedule; or b) the new replacement value of the item(s) that were damaged or lost; or c) the amounts and percentages stated in Addendum B.
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Specified items

2. Specified items

- A) You are covered for accidental loss of or damage to items specified in the schedule whilst in the Republic of South Africa or which accompanies you anywhere else in the world in the course of temporary visits which do not exceed 6 (six) consecutive months per visit.
- B) Cover under this section is limited to the lesser of:
 - a) the amount stated in the schedule in respect of any specified item; or
 - b) the new replacement value of such item.

S3.4 Personal All Risks Extensions

You are also automatically covered for the following extensions.

Groceries

1. Groceries and household goods

- A) If your groceries and household goods are stolen whilst being conveyed directly by you to or from any place of purchase, repair or renovation, such articles will be deemed to fall within the definition of insured property.
- B) Cover is limited to the amount stated in **Addendum B**.

Recompilation of data

2. Recompilation of data and / or reinstatement of programs

- A) Notwithstanding the provisions of **General Exclusion 5. Computing Equipment**, we shall compensate you for the costs and expenses necessarily and reasonably incurred in the recompilation of or reconstitution of data and / or programs recorded or stored on your electronic equipment and which are lost as a result of:
 - a) accidental erasure; or
 - b) theft.
- B) Compensation is limited to the amount stated in **Addendum B**.

Remote jamming

3. Remote jamming

- A) We shall compensate you for the loss of insured property as a result of theft from an unattended vehicle, provided that:
 - a) the items were contained in a locked boot and therefore fully concealed or concealed in an enclosed compartment forming part of the vehicle when stolen;
 - b) you attempted to lock the vehicle prior to the theft; and
 - c) the incident was reported to the police and the case number provided on the claim form.
- B) The compensation will be limited to the amounts stated in **Addendum B**.

S3.5 Personal All Risks Conditions

The specific conditions applicable to this section.

Admitted or Agreed Value

1. Admitted or Agreed Value

- A) If any item in the schedule is declared to be 'Admitted or Agreed Value', it is agreed that settlement of any claim in respect of the item will be based on the item being of the value specified, following the words 'Admitted or Agreed Value'.
- B) If such damaged item is deemed to be a 'total loss', we shall pay you the amount specified as the value of that item described, following the words 'Admitted or Agreed Value'.

Automatic reinstatement

2. Automatic reinstatement

The sum insured in respect of **S3.3.1 Unspecified items** will not be reduced by the amount of any loss or damage.

Basis of indemnification

3. Basis of indemnification

A) If your insured property can be repaired (partial loss)

If your insured property sustains damage that can be repaired, we shall compensate you for the lesser of:

- a) the cost of repairs less the excess; or
- b) the amount that you are insured for less the excess.

B) If your insured property cannot be repaired (total loss)

If your electronic equipment is lost or physically damaged and cannot be repaired, we shall compensate you for the lesser of:

- a) the cost of replacing your insured property with the same, or if this is no longer available, property with the closest possible performance and capacity, less the excess; or
- b) the amount that you are insured for, less the excess.

Camping equipment

4. Camping equipment

A) Loss or damage to camping equipment of any description is excluded whilst:

- a) the equipment is in an open or unlocked vehicle; or
- b) not concealed in a locked boot or enclosed luggage compartment in a locked vehicle.

B) Camping equipment left in the open and unattended will only be covered if within the confines of a controlled reserve or caravan park.

Firearms

5. Firearms

A) Firearms must be kept in a locked gun safe in accordance with legislative and regulatory requirements whilst not carried on a person.

B) Cover for loss of firearms is restricted to theft of the firearms from such safe and subject to:

- a) visible, forcible and violent entry into the safe; or
- b) the visible, forcible removal of the entire safe; or
- c) threat of violence.

C) We do not cover loss or damage or bursting caused by the incorrect use of or the use of incorrect or overcharged ammunition in firearms.

Jewellery and watches

6. Jewellery and watches

A) All jewellery and watches having a value equal to or greater than R100 000 (one hundred thousand rand) per item, must either:

- a) be worn on your person; or
- b) be kept in a safe when not worn on your person.

B) All jewellery and watches having a value less than R100 000 (one hundred thousand rand) per item, must either:

- a) be worn on your person; or
- b) be worn on your person as part of your daily routine. For this purpose, 'daily routine' refers to jewellery and watches that are worn every day, but which may be removed from your person overnight and placed out of sight (for example, in a bedside drawer or cupboard), or temporarily removed during the day whilst performing certain functions where wearing such jewellery would be impractical (such as washing of hands, cooking or cleaning); or
- c) be kept in a safe when not worn on your person as part of your daily routine, as outlined in b) above.

C) If you fail to comply with any of the conditions stated in conditions A) and B) above, the excesses as set out in **Addendum A** will apply to any claim.

D) Cover for theft from a safe is subject to:

- a) the safe must have been locked at the time of the loss; and

- b) the safe must have been hidden from plain sight and must have been securely bolted to the floor or wall; and
 - c) visible, forcible and violent entry into the safe; or
 - d) visible, forcible removal of the entire safe; or
 - e) the threat of violence.
- E) Cover is limited to the sum insured stated in the schedule or the value recorded on the valuation certificate, whichever is the lower.
- F) In the absence of a valuation certificate, you will bear the burden of proving the value and ownership of the jewellery and watches. If you cannot prove the value and ownership of the jewellery and watches to our reasonable satisfaction, cover will be limited to the amount stated in **Addendum B**. Any valuation certificates produced in compliance with this clause must pre-date the loss.
- G) Jewellery and watches having a value in excess of R25 000 (twenty-five thousand rand) per item must, at your expense, be examined by a jeweller, as approved by us, at least every 36 (thirty-six) months, calculated from the inception date of the policy. The jeweller must provide us with a written report on the jewellery and watches prior to the expiry of each of the aforesaid 36 (thirty six) month periods. Such report must confirm that the jewellery and watches are in good order and repair.

Musical instruments

7. Musical instruments

- A) When not in use, you are required to keep all musical instruments in their cases or any other suitable receptacle.
- B) We are not liable for:
- a) breakage or damage to strings or reeds;
 - b) loss or damage whilst the instruments are lent;
 - c) loss or damage due to atmospheric conditions;
 - d) loss or damage whilst the instruments are contained in any building other than your private residence, unless the instruments have been handed to the owner / manager of such building for safe custody.
- C) Theft will only be covered if it is accompanied by visible, violent and forcible entry into or exit from the place of storage, or if the keys to the place of storage are obtained by assault, violence or threat of violence to the authorised key holder of the place of storage.

Pairs and sets

8. Pairs and sets

- A) We do not compensate you for any additional or special value an item has on the basis that it forms part of a pair or set.
- B) We shall only compensate you for the proportionate, intrinsic value of that part of the pair or set that is lost, stolen or damaged.
- C) Notwithstanding the above, in respect of loss of an item of jewellery that forms part of a set (e.g. earrings), we will compensate you for the replacement of the entire set, subject to:
- a) you delivering the remaining item to us as salvage; and
 - b) the additional excess as detailed in **Annexure A**.

Pedal cycles

9. Pedal cycles

- A) Compensation for loss of or damage to pedal cycles is limited to the lower of:
- the amount stated in the schedule (if the pedal cycle is specified); or
 - the limit noted in **Addendum B** (if the pedal cycle is unspecified); or
 - the replacement value of such pedal cycle.
- B) We shall compensate you for the loss of your pedal cycle as a result of theft whilst attached to an unattended **vehicle** provided that:
- the pedal cycle was attached to a pedal cycle carrier and securely locked to same by way of a lockable cable or chain with an approved lock; and
 - the pedal cycle carrier was securely and properly bolted to such vehicle or locked to such vehicle with an approved lock; and
 - removal of the pedal cycle from the pedal cycle carrier or removal of the pedal cycle carrier from the vehicle is accompanied by visible signs of violence and force or by threat of violence.
- C) We shall compensate you for the loss of your pedal cycle as a result of theft from a **public place** provided that:
- the pedal cycle was attached to an immovable object and securely locked to same by way of a lockable cable or chain with an approved lock; and
 - removal of the pedal cycle is accompanied by visible signs of violence and force or by threat of violence.
- D) Theft of wheels from your pedal cycle whilst the pedal cycle is attached and securely locked to a pedal cycle carrier (attached to your vehicle), will only be covered where such wheels are secured by way of a lockable cable or chain with an approved lock.
- E) For purposes of B), C) and D) above:
- an 'approved lock' shall mean any SABS approved closed shackle padlock or;
 - a 'cable' used shall be any pedal cycle cable lock; and
 - a 'chain' used shall be any steel chain, a minimum of 10mm (ten millimeters) in thickness.
- F) We will not be liable for loss of or damage to accessories unless the complete pedal cycle is lost or damaged.

Theft from vehicles

10. Theft from vehicles

- A) Loss of or damage to insured property (other than fixed motor car radios and fixed sound reproduction equipment) due to theft from an unattended vehicle will only be covered if:
- the property is contained in a locked boot, and therefore fully concealed or concealed in an enclosed compartment that forms part of a locked vehicle; or
 - the vehicle itself is housed in a securely locked building or in an enclosed and locked parking bay; and
 - entry into or exit from the vehicle or building is accompanied by visible signs of violence and force or by threat of violence.
- B) If you fail to comply with any of the conditions stated in A)a) or A)b) above, cover will be limited to the amounts stated in **Addendum B**.
- C) Notwithstanding the provisions of A) and B) above, loss of or damage to sporting equipment specified in the schedule, due to theft from an unattended vehicle, will only be covered if the equipment is contained:
- in a locked boot if the vehicle has a boot; or
 - within a locked vehicle if the vehicle does not have a boot; or
 - the vehicle itself is housed in a securely locked building or in an enclosed and locked parking bay.

S3.6 Personal All Risks Exclusions

You are not covered for the following.

Cash	<p>1. Cash</p> <p>Loss of cash, bank notes, money, cheques, bonds, coupons, stamps, airtime vouchers, title deeds, manuscripts, securities of any kind, travel tickets or any other negotiable instruments.</p>
Glass	<p>2. Glass</p> <p>We do not cover breakage of glass (other than lenses) not due to fire or thieves.</p>
Maintenance agreement	<p>3. Maintenance agreement, guarantee or warranty</p> <p>Loss of or damage provided for under any guarantee, warranty, maintenance agreement, lease agreement or purchase agreement entered into by you or on your behalf.</p>
Photographic equipment	<p>4. Photographic equipment</p> <p>A) We do not cover loss of or damage to photographic or optical equipment whilst being used for:</p> <ul style="list-style-type: none"> a) commercial or professional purposes; or b) expeditions of discovery; or c) research.
Radio controlled vehicles	<p>5. Radio controlled vehicles</p> <p>Loss of or damage to radio-controlled vehicles (RCV), unmanned aerial vehicles (UAV) or drones, other than for fire or theft in terms of the policy.</p>
Sound recording media	<p>6. Sound recording media</p> <p>Loss of or damage to sound or video recording media (eg disks or tapes) other than by fire or theft and then only for their value as unused material.</p>

In addition to the above, you are also not covered for the following in respect of electronic equipment (incl. laptops, cell phones and tablets).

Cybercrime	<p>7. Viruses, trojans, worms and other cybercrime</p> <p>We shall not indemnify you for the loss of or damage of whatsoever nature arising directly or indirectly out of or in connection with the action of any computer virus, trojan, or worm (including ransomware and malware) or other similar destructive media, program or source or any other forms of cybercrime.</p>
Derangement	<p>8. Derangement</p> <p>Derangement (of any description), unless accompanied by physical damage otherwise covered in this section.</p>
Electrical contacts	<p>9. Electrical contacts</p> <p>The development of poor electrical or electronic contacts.</p>
Faults or defects	<p>10. Faults or defects</p> <p>Faults or defects known to you at the inception of this policy or which you become aware of during your period of insurance and which was not disclosed to us, or any consequences of such faults or defects.</p>
Irregular working	<p>11. Irregular working</p> <p>Your electronic equipment working in an irregular or unusual way, unless caused by physical damage that is insured.</p>

Program errors

12. Program errors

- A) We shall not indemnify you for accidentally erasing data caused by:
- a) program errors; or
 - b) incorrect data entries;
 - c) or the inadvertent cancellation or corruption of data and / or programs.

Short life span

13. Parts that have a short life span

- A) Parts or components having a short life, such as (but not limited to) bulbs and fuses.
- B) If such parts are damaged as a result of physical loss or damage as provided for by this section to other parts of your electronic equipment, we shall indemnify you for the residual value prior to the loss of such exchangeable parts.

SECTION S04

PERSONAL ACCIDENT

S4.1 Personal Accident Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule. Herein referred to as 'you' / 'your'.
Bodily injury	Bodily injury caused solely by violent, accidental, external and visible means.
Death	Death occurring within 24 (twenty-four) months of the accident.
Permanent disability	Permanent disability, as described in the Table of Permanent Disability (Addendum C), occurring within 24 (twenty-four) months after sustaining the bodily injury.

S4.2 Personal Accident Cover

You are covered for the following, provided that Householders cover is in force.

Personal Accident cover	<ol style="list-style-type: none"> Bodily injury which is independent of any other cause and which is the sole cause of any of the following events: <ol style="list-style-type: none"> Death. Total and permanent loss (including total and permanent loss of use) or disablement in accordance with and subject to the Table of Permanent Disablement (see Addendum C). Total disablement from engaging in or attending to your usual business. Partial disablement from engaging in or attending to your usual business for a period in excess of 7 (seven) consecutive days. Events C) and / or D) will be deemed to have ceased when the bodily injury which brought about the disablement has been healed or restored or rehabilitated as far as is reasonably possible (even though some permanent disablement may remain), as determined by us or a medical practitioner appointed by us.
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S4.3 Personal Accident Extensions

You are also automatically covered for the following.

Disappearance and exposure	<ol style="list-style-type: none"> Disappearance and exposure <ol style="list-style-type: none"> If you should disappear and are presumed dead, we shall compensate your estate up to the capital sum as stated in the schedule, subject to: <ol style="list-style-type: none"> a copy of the Court order of presumption of death being provided to us; or us being satisfied that an event took place which caused you to sustain a bodily injury (including injury caused by starvation, thirst or exposure to the elements directly or indirectly resulting from mishap) which could reasonably be determined to have resulted in your death. If at any time after we paid the claim, you are found to be alive, you must repay all compensation to us.
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Double compensation

2. Double compensation

- A) If you and your spouse die within a period of 365 (three hundred and sixty five) days of the accident and your deaths are caused by the same occurrence, we shall pay double compensation.
- B) This double compensation will only be payable if:
 - a) you have surviving children under the age of 18 (eighteen) who are dependent on you, as at the date of death of the longest surviving of you and your spouse; and
 - b) you, your spouse and your dependent children were all members of the same household at the date of the occurrence.

S4.4 Personal Accident Compensation

What we pay.

Compensation

1. Compensation

- A) In the event of accidental bodily injury to you (directly and independently of all other causes other than the proximate event), resulting in death or disability within 24 (twenty-four) calendar months, we shall compensate you with the amount stated in **Addendum B** or such higher amount stated in the schedule and for which additional premium has been paid and / or the amounts specified in **Addendum C**.
- B) We shall not compensate you:
 - a) for both death (event A) **and** total and permanent loss or disablement (event B) caused by the same occurrence. This does not apply in the event of death occurring after compensation already having been paid as a result of total and permanent loss or disablement. In this instance, the total amount will not exceed the compensation specified for death (event A);
 - b) for events A or B, unless occurring within 24 (twenty-four) months of the happening of the occurrence;
 - c) in respect of total disablement from engaging / attending to your usual business (event C) or partial disablement from engaging / attending to your usual business (event D), or events C and D combined for any period in excess of 104 (one hundred and four) weeks from the happening of the occurrence;
 - d) for any specific event where greater compensation is payable for an event which includes the specific event;
 - e) under this policy in respect of any of the abovementioned events, which is in any way (directly or indirectly) caused by or arising or resulting from or traceable to any physical defect or infirmity which existed prior to any occurrence and / or event.

S4.5 Personal Accident Conditions

The specific conditions applicable to this section.

	<p>General Condition 12. Other insurances does not apply to this section, but the following specific conditions are included:</p>
<p>Habits, pursuits and health</p>	<p>1. Habits, pursuits and health</p> <p>A) You must notify us in writing immediately if your business or habits or pursuits change in any way. Should your business or habits or pursuits change, you may be required to pay an additional premium.</p> <p>B) You must give us written notice of any disease or physical defect or infirmity with which you have been diagnosed or may have been affected immediately.</p> <p>C) On the happening of any occurrence for which compensation is payable, you must employ the services of a registered medical practitioner approved by us and undergo any treatment which the practitioner deems necessary.</p> <p>D) You must submit to a medical examination, as often as we require and at our expense.</p> <p>E) In the event of your death, we shall be entitled to request a post-mortem examination carried out at our expense.</p> <p>F) This section will be subject to revision at the end of the period of the insurance during which you attain the age of 70 (seventy) years.</p>

S4.6 Personal Accident Exclusions

You are not covered for the following.

<p>Aircraft</p>	<p>1. Aircraft</p> <p>You are not covered whilst in or on, or entering or disembarking from any aircraft, other than a fully licensed passenger-carrying aircraft in which you are travelling as a passenger (and not as a member of the crew and not for the purpose of undertaking any trade or technical operation in or on the aircraft).</p>
<p>Kidnap or ransom</p>	<p>2. Kidnap or ransom</p> <p>Injury or disability caused by or attributable to an event involving any act of kidnap or ransom.</p>
<p>Military professionals</p>	<p>3. Military professionals</p> <p>Persons involved in naval, military or air force operations.</p>
<p>Pregnancy</p>	<p>4. Pregnancy</p> <p>Pregnancy or childbirth.</p>
<p>Sport</p>	<p>5. Participation in sport</p> <p>A) The participation in:</p> <p>a) professional sport of any kind or sports of any kind on horseback; or</p> <p>b) big game hunting; or</p> <p>c) mountaineering necessitating the use of ropes; or</p> <p>d) motorcycling (whether as a driver or passenger), racing of any kind involving the use of any power driven vehicle, vessel, craft or yacht (other than on coastal or inland waters); or</p> <p>e) skydiving, bungee jumping, scuba diving or sports or undertakings of a similar kind whereby you are intentionally exposed to the risk of death or injury.</p>
<p>Suicide</p>	<p>6. Suicide</p> <p>Suicide or any attempt thereat, or intentional self-injury or substance overdose.</p>

SECTION S05

PLEASURE CRAFT

S5.1 Pleasure Craft Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule and any member of his / her family normally residing with him / her. Herein referred to as 'you' / 'your'.
Electronic equipment	Items of electronic equipment which would be usual to or ordinarily used in / on a pleasure craft.
Fishing equipment	Any items usual to fishing and includes fishing rods, reels, tackle boxes and their contents.
Pleasure craft	A watercraft with a maximum length of 10 (ten) metres and a maximum designed speed of 43 (forty-three) knots or 80 (eighty) km / h and which has been specified in the schedule. The pleasure craft comprises the hull, superstructure, fittings, machinery, engines, motors, gear and equipment such as would normally be sold as one unit, excluding its trailer, limited to the amount stated in Addendum B .
Wearing apparel and personal effects	Means: <ul style="list-style-type: none"> o Wearing apparel excluding furs; o Luggage containers, handbags and briefcases; o Sporting equipment but excluding pedal cycles, motor vehicles, trailers, hang-gliders, aircraft, watercraft and scuba equipment; o Watches, jewellery, trinkets and toilette requisites; o Photographic equipment, pocket calculators and binoculars; o Other personal effects generally carried on the person but excluding contact lenses, radios, sound reproduction equipment, firearms, hearing aids, cell phones, laptops, portable computers, notebooks, global positioning system devices (GPS), tablets and radio controlled vehicles (RCV), unmanned aerial vehicles (UAV) and drones.

S5.2 Pleasure Craft Underinsurance

It is your responsibility to ensure that your pleasure craft is adequately insured.

Underinsurance	It is your responsibility to ensure that your pleasure craft is adequately insured. If you are underinsured, Average (as defined) may apply.
Average	If at the time of loss or damage, the cost of replacing the insured pleasure craft, as per S5.7 Basis of Indemnification D) below, is greater than the limit of indemnity shown in the schedule, you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

S5.3 Pleasure Craft Excess

The amount payable by you.

Excess	Our compensation is limited to the amount indicated in the schedule less any excess. Please refer to the schedule and Addendum A . Also referred to as 'first amount payable'.
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S5.4 Pleasure Craft Cover

You are covered for the following.

Insured events	<p>1. Insured events</p> <p>Loss or damage to the pleasure craft due to:</p> <ul style="list-style-type: none"> A) Accident. B) Fire, lightning, explosion, earthquake or volcanic eruption. C) Malicious acts. D) Loss of or damage to outboard motor(s) provided that it / they is / are securely attached to the pleasure craft. E) Theft or attempted theft, including machinery, outboard motors, gear or equipment if stolen with the pleasure craft or following visible, forcible and violent entry into or exit from the pleasure craft or place of storage. F) A latent defect in the pleasure craft or its machinery. G) Negligence of any person. H) Collision with a submerged object.
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S5.5 Pleasure Craft Extensions

You are also automatically covered for the following.

Disappearance and exposure	<p>1. Disappearance and exposure</p> <ul style="list-style-type: none"> A) If you disappear and are presumed dead, we shall compensate your beneficiary or your estate up to the capital sum as stated in the schedule, subject to: <ul style="list-style-type: none"> a) a copy of the Court order of presumption of death being provided to us; or b) we are satisfied that an event took place which caused you to sustain a bodily injury (including an injury caused by starvation, thirst or exposure to the elements directly or indirectly resulting from mishap) which could reasonably be determined to have resulted in your death. B) If at any time after we paid the claim, you are found to be alive, you must repay all compensation to us.
Electronic equipment	<p>2. Electronic equipment</p> <ul style="list-style-type: none"> A) We shall compensate you for accidental loss of or damage to electronic equipment whilst in or on the pleasure craft. B) The compensation provided shall not exceed the amount stated in Addendum B.
Emergency and salvage charges	<p>3. Emergency and salvage charges</p> <p>We shall compensate you for all charges and expenses, limited to the percentage stated in Addendum B, reasonably and necessarily incurred in minimising or averting a loss which would be covered by this policy.</p>
Fishing equipment	<p>4. Fishing equipment</p> <ul style="list-style-type: none"> A) We shall compensate you for accidental loss of or damage to fishing equipment whilst in or on the pleasure craft. B) The compensation provided shall not exceed the amount stated in Addendum B.

Liability to third parties

5. Liability to third parties

- A) We shall indemnify you or any person using the pleasure craft with your permission or any water skier being towed or preparing to be towed by your pleasure craft against all sums, including claimant's costs and expenses for which you will become legally liable to pay, in respect of:
 - a) death or bodily injury to any person (other than you or other than as specified in **Clause S5.9 Exclusions 4a) to 4g)** as set out below);
 - b) loss of or damage to property not belonging to you or the permitted user;
 - c) any attempted or actual raising, removal or destruction of the wreck of the pleasure craft or any neglect or failure to raise, remove or destroy same;
 - d) expenses incurred by you in connection with official enquiries and coroner's inquests, provided that such expenses are incurred with our written consent;
 - e) legal costs and expenses in defending any criminal or civil action or contesting liability, provided that such costs and expenses are incurred with our written consent.
- B) In respect of any one claim or series of claims arising out of one event, our maximum limit of indemnification is the amount stated in **Addendum B**.

Loss of or damage to locks and keys

6. Loss of or damage to locks and keys

- A) We shall compensate you in respect of the cost of replacing locks and keys of any insured pleasure craft following the disappearance of any key of such pleasure craft.
- B) In addition, we shall compensate you in respect of the cost of replacing or repairing the key of any insured pleasure craft following:
 - a) accidental damage to such key; or
 - b) damage to such locks resulting from attempted theft.
- C) The compensation shall not exceed the amount stated in **Addendum B**, or such higher limit stated in the schedule and for which additional premium has been paid.
- D) Cover is excluded for keys lost overboard.

Medical expenses

7. Medical expenses

- A) We shall compensate you for bodily injury sustained by any person on board the pleasure craft as a result of an accident, if not otherwise insured.
- B) Compensation will be limited to the amount stated in **Addendum B**.

Personal accident

8. Personal accident

- A) Bodily injury to any person caused solely by violent, accidental, external and visible means whilst boarding, aboard or alighting from the insured pleasure craft, which injury independently of any other cause, is the sole cause of any of the undernoted events:
 - a) death;
 - b) total and permanent loss (including total and permanent loss of use) or disablement as specified in the Table of Permanent Disablement (**Addendum C**).
- B) We shall pay to you, on behalf of such person or his estate, the capital sum stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 (twenty-four) calendar months in death or disability as specified in the schedule, limited to the amount stated in **Addendum B**.
- C) Compensation will not be payable:
 - a) for both death (event a) **and** total and permanent loss or disablement (event b) caused by the same occurrence. This does not apply in the event of death occurring after compensation already having been paid as a result of total and permanent loss or disablement. In this instance, the total amount will not exceed the compensation specified for death (event a);
 - b) for event a) or b) unless occurring within 24 (twenty-four) months of the occurrence;
 - c) for any specific event where greater compensation is payable for an event which includes the specific event;

	<ul style="list-style-type: none"> d) under this policy in respect of any of the abovementioned events, which is in any way, directly or indirectly caused by or arising or resulting from or traceable to any physical defect or infirmity which existed prior to any occurrence and / or event; e) suicide or any attempt thereof or intentional self-injury; f) pregnancy or childbirth.
<p>Sighting expenses</p>	<p>9. Sighting expenses</p> <p>We shall compensate you for the expense of sighting the underwater section of the hull after grounding, if reasonably incurred specially for that purpose, even if no damage is found.</p>
<p>Transit risks</p>	<p>10. Transit risks</p> <ul style="list-style-type: none"> A) We shall compensate you for any loss or damage following transit by land (including loading and unloading) but excluding scratching and denting. B) This section also extends to include claims made by third parties for death, injury or damage arising out of such loading or unloading operations. C) We shall not be liable, however, whilst the pleasure craft is: <ul style="list-style-type: none"> a) being conveyed by a person who does not have a valid driver's licence, unless the person concerned is charged with the theft or illegal use of the vehicle that is used for conveying the trailer; b) under the control of any person who is under the influence of intoxicating liquor or drugs.
<p>Use by other persons</p>	<p>11. Use by other persons</p> <p>Any person (other than the operator or an employee of an operator of a shipyard, repair yard, slipway, yacht club, marina or pleasure craft sales service or similar operation) using the pleasure craft with your permission, will be regarded as the insured provided that such person complies with and is subject to the terms of the policy.</p>
<p>Wearing apparel</p>	<p>12. Wearing apparel and personal effects</p> <ul style="list-style-type: none"> A) We shall compensate you for accidental loss of or damage to wearing apparel and personal effects whilst in or on the pleasure craft. B) The compensation provided shall not exceed the amounts stated in Addendum B.
<p>Yacht racing risk</p>	<p>13. Yacht racing risk</p> <ul style="list-style-type: none"> A) We shall compensate you for the cost of repairing or replacing sails, masts, spars, standing and running rigging lost or damaged by an insured event whilst the pleasure craft is racing. The compensation provided herein will be limited to the amount stated in Addendum B. B) If the loss or damage is caused by the pleasure craft being stranded, sunk, burnt, on fire, in a collision, or in contact with any external substance (ice included) other than water, we shall pay the repair or replacement costs up to the limit of the sum insured after the deduction of any first amount payable. C) Exclusion S5.9.11 b) (towing or salvaging a pleasure craft other than one in distress) as set out below, does not apply to this extension.

S5.6 Pleasure Craft Optional Extension

You will only be entitled to this optional extension if selected and stated in your schedule, and for which additional premium has been paid.

Credit shortfall

1. Credit shortfall

- A) If any total loss settlement is less than the amount owing to the bank / financier under a current instalment sale or lease agreement, we shall pay you an additional amount equal to the shortfall, less:
 - a) any arrear instalments or rentals, including interest payable on such arrears;
 - b) all refunds of premium for cancellation of any insurance cover relating to the pleasure craft;
 - c) the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
 - d) any early settlement penalties;
 - e) the first amount payable.
- B) The amounts payable shall not exceed the maximum indemnity less the applicable excess.
- C) This endorsement shall 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% (ten percent) from any other instalment.
- D) 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 shall be void.

S5.7 Pleasure Craft Basis of Indemnification

Indemnity

1. Indemnity

- A) If the pleasure craft is lost or damaged following an insured event, we shall at our option indemnify you:
 - a) by paying for its repair by a repairer acceptable to us; or
 - b) by replacement of the pleasure craft; or
 - c) by paying the amount of loss or damage less the first amount payable.
- B) Repair or replacement will be as close to the original specification as possible, but we shall not be expected to achieve an exact restoration.
- C) If it is within our knowledge that the pleasure craft is the subject of a suspensive sale or similar purchase agreement, payment shall be made firstly to the title holder as described in the agreement, where after the balance (if any) will be paid to you. Any indemnification in terms hereof shall be a full and final discharge of any and all liability in respect of such loss or damage.
- D) The maximum amount payable:
 - a) if the pleasure craft hull (excluding inboard or outboard motors) is less than 4 (four) years old, will be the current purchase price of a new hull of the same or a similar model; or
 - b) if the pleasure craft hull (excluding inboard or outboard motors) is older than 4 (four) years, will be the reasonable current market value of such hull; and
 - c) in respect of inboard or outboard motors, will be their reasonable current market value; or
 - d) the sum insured shown in the schedule, whichever is the lower, less the first amount payable.

S5.8 Pleasure Craft Conditions

The specific conditions applicable to this section.

	<p>General Condition 12. Other insurances does not apply to the Personal Accident extension of this section. However, the following specific conditions are included and are applicable to you:</p>
Cruising range	<p>1. Cruising range</p> <p>Cover in respect of pleasure craft at sea is limited to a maximum cruising range of 12 (twelve) nautical miles from the coast of the Republic of South Africa, Namibia or Mozambique, or the legal range as may otherwise apply.</p>
Habits, pursuits and health	<p>2. Habits, pursuits and health (relating to the Personal Accident extension)</p> <p>A) You must notify us in writing immediately if your business or habits or pursuits change in any way. Should your business or habits or pursuits change, you may be required to pay an additional premium.</p> <p>B) You must immediately give us written notice of any disease or physical defect or infirmity with which you have been diagnosed or may have been affected.</p> <p>C) On the happening of any occurrence for which compensation is payable, you must employ the services of a registered medical practitioner approved by us and undergo any treatment which the practitioner deems necessary.</p> <p>D) You must submit to a medical examination, as often as we require and at our expense.</p> <p>E) In the event of your death, we shall be entitled to request a post-mortem examination carried out at our expense.</p> <p>F) This extension will be subject to revision at the end of the period of the insurance during which you attain the age of 70 (seventy) years.</p>
Inboard motors	<p>3. Inboard motors or machinery</p> <p>Cover for loss or damage due to fire or explosion to a pleasure craft fitted with inboard motors or machinery is subject to the pleasure craft being equipped in the engine room or engine space, tank space and galley with an automatic fire extinguishing system or one having controls at the steering position.</p>
Seaworthiness	<p>4. Seaworthiness and care</p> <p>You will take all reasonable steps to protect and maintain the pleasure craft in a proper state of repair and seaworthiness, and to comply with any other legal requirements.</p>
Skipper's licence	<p>5. Skipper's licence</p> <p>In the event of a claim, you must be able to show us that you, or any other person in control of the craft at the time of the occurrence, had a valid skipper's or any other applicable licence.</p>

S5.9 Pleasure Craft Exclusions

You are not covered for the following.

<p>Consumable stores</p>	<p>1. Consumable stores or moorings Loss of or damage to consumable stores or moorings.</p>
<p>Incompetent pilot</p>	<p>2. Incompetent pilot Loss or damage, injury or liability caused, sustained or incurred whilst the pleasure craft is being piloted by any person not competent to pilot such pleasure craft unless under the immediate supervision of a person so competent.</p>
<p>Intoxicating liquor or drugs</p>	<p>3. Intoxicating liquor or drugs A) We shall not be liable for any accident, injury, loss, damage or liability incurred while any pleasure craft is being piloted by: a) you while 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); or b) any other person with your general consent who is 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).</p>
<p>Liability to third parties</p>	<p>4. Liability to third parties A) We shall not indemnify you or the permitted user or water skier against claims resulting from legal liability for: a) death or bodily injury in respect of any person employed in any capacity by you or any other person in connection with the pleasure craft or similarly employed by any person using the pleasure craft with your permission or similarly employed by any water skier; b) accidents arising from any person engaged in kiting or other airborne sport whilst being towed by the insured pleasure craft or preparing to be towed by the insured pleasure craft or until safely back on board the pleasure craft; c) accidents arising while the pleasure craft is in transit by mechanically propelled road vehicle, rail, ship or aircraft; d) death or bodily injury in respect of fare-paying passengers and loss of or damage to their property; e) damages or penalties arising under contract; f) fines or other penalties imposed under any statutory code or common law in respect of any offence committed; g) death or bodily injury to any person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation.</p>
<p>Left afloat</p>	<p>5. Left afloat A) Loss or damage to the pleasure craft or for liability to third parties or for any salvage services caused by the pleasure craft being stranded, swamped, sunk or breaking adrift whilst: a) left moored and unattended off an exposed beach or shore; or b) left anchored and unattended off an exposed beach or shore.</p>
<p>Mechanical or electrical breakdown</p>	<p>6. Mechanical or electrical breakdown Loss or damage due to mechanical or electrical breakdown of machinery, engines, motors, batteries and their connections (other than the shaft and propeller) unless occasioned by external causes not otherwise excluded.</p>

<p>Racing</p>	<p>7. Racing Loss or damage whilst the pleasure craft is participating in motorised racing or speed tests, or any trials in connection therewith.</p>
<p>Repairs</p>	<p>8. Repairs or alteration work Loss or damage due to any defect resulting from either negligence or breach of contract in respect of any repair or alteration work.</p>
<p>Sails</p>	<p>9. Sails or protective coverings A) Loss of or damage to sails or protective coverings split by the wind or blown away whilst set, unless: a) in consequence of damage to the spars to which the sails are rigged; or b) occasioned by the pleasure craft being stranded, sunk, burnt, on fire, in a collision; or c) in contact with any external substance (ice included) other than water.</p>
<p>Territorial limits</p>	<p>10. Territorial limits Loss, damage, injury or liability caused, sustained or incurred outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Eswatini, Zambia and Zimbabwe.</p>
<p>Towing on water</p>	<p>11. Towing on water A) Loss or damage whilst the pleasure craft is: a) being towed on water except: 1. when in need of assistance; 2. for customary towage in connection with laying up, fitting out or repairs; b) towing or salvaging a pleasure craft other than one in distress; c) towing or salvaging a pleasure craft (whether or not in distress) under a contract arranged prior to commencing towing or salvaging.</p>
<p>Use</p>	<p>12. Use of pleasure craft A) Loss or damage whilst the pleasure craft is: a) being used for any purpose other than private and pleasure; b) let out on hire or charter; c) used or occupied as a houseboat or permanent residence.</p>

SECTION LS01

PERSONAL LIABILITY

LS1.1 Personal Liability Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule and any member of his / her family normally residing with him / her (including children that are financially dependent on him / her). Herein referred to as 'you' / 'your'.
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LS1.2 Personal Liability Cover

You are covered for the following, provided that either Houseowners or Householders cover is in force.

All sums	<p>1. All sums which you are legally liable to pay as a result of:</p> <p>A) Death of or bodily injury to or illness of any third party.</p> <p>B) Physical loss of or physical damage to tangible property belonging to any third party, occurring during your period of insurance as a result of an accident occurring anywhere in the Republic of South Africa.</p>
All costs	<p>2. All costs and expenses of litigation:</p> <p>A) Lawfully and reasonably recovered by any third party against you.</p> <p>B) Incurred with our written consent and which is in respect of a claim made against you that is covered in this section.</p>
Limit of indemnification	<p>3. Limit of indemnification</p> <p>The amount payable in respect of any one accident or series of accidents arising out of 1 (one) event, will not exceed the amount stated in Addendum B and shall be inclusive of all compensation and all costs of litigation and all other costs and expenses.</p>

LS1.3 Personal Liability Extensions

You are also automatically covered for the following.

Domestic employees	<p>1. Domestic employees</p> <p>A) Notwithstanding exclusion LS1.5.1, we will indemnify you for your legal liability in respect of the death of or bodily injury to or illness of any domestic employee acting in the course of their employment with you at the time of the event.</p> <p>B) Our liability is limited to the amount stated in Addendum B.</p>
Wrongful arrest	<p>2. Wrongful arrest</p> <p>A) All sums for which you are held to be legally liable for as a result of the wrongful arrest or alleged wrongful arrest of any person other than:</p> <p>a) a person who is under a contract of service or apprenticeship with you; or</p> <p>b) a member of your family or household.</p> <p>B) This cover is extended to include liability arising out of your activities as a member of a neighbourhood watch or a block watch group or a similar voluntary non-profit organisation.</p>

- C) The amount payable for all compensation, damages, costs and expenses will not exceed the amount stated in **Addendum B** in respect of death, injury, illness, loss and damage sustained during your period of insurance, calculated from the inception or renewal date of the policy.

LS1.4 Personal Liability Conditions

The specific conditions applicable to this section.

Conditions

1. Conditions

- A) In the case of any occurrence, we may compensate you up to the maximum sum payable as stated in the schedule under this section (less any sum or sums already paid) or any lesser sum for which the claim(s) can be settled and we relinquish to you the conduct of any defence, settlement or proceedings.
- B) If we relinquish such conduct, we shall not be responsible for any damage alleged to have been suffered by you in consequence of any alleged action or omission in relinquishing the defence, settlement or proceedings to you.
- C) If we elect to conduct any defence, settlement or proceedings on your behalf, we shall not be responsible for any damage alleged to have been suffered by you in consequence of any alleged action or omission by us related to the defence, settlement or proceedings.
- D) In respect of your liability and in the event of your death, we shall indemnify your personal estate representatives as per the terms of and subject to the limitations of this section, provided that your personal estate representatives must (as though they were the insured under this policy) observe, fulfil and be subject to the terms, exceptions and conditions of this policy.

LS1.5 Personal Liability Exclusions

You are not covered for the following.

Employees

1. Employees

Liability in respect of the death of or bodily injury to or illness of any employee (excluding any domestic employee) acting in the course of their employment with you at the time of the event.

Family or household

2. Members of your family or household

Liability in respect of the death of or bodily injury to or illness of any person who is a member of your family normally residing with you.

Jurisdiction

3. Jurisdiction

- A) Compensation for damages in respect of judgments delivered or obtained in the first instance other than by a Court of competent jurisdiction within the Republic of South Africa.
- B) Costs and expenses of litigation recovered by any third party from you and which are not incurred in and recoverable in the Republic of South Africa.

Property under your control

4. Property under your control

Liability in respect of loss of or damage to any property which you are in charge or in control of, or any property which you own and which is in the possession of or under the control of your employee or agent.

<p>Pollution</p>	<p>5. Pollution or contamination</p> <p>A) Liability in respect of:</p> <ul style="list-style-type: none"> a) death, injury, illness, loss or damage caused by or in connection with or arising from seeping, pollution or contamination; b) the cost of removing, nullifying or cleaning up any seeping, polluting or contaminating substances, unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected event.
<p>Profession</p>	<p>6. Profession or business</p> <p>Liability in respect of death, bodily injury, illness, loss or damage caused by or in connection with or arising from your profession or business.</p>
<p>Punitive damages</p>	<p>7. Punitive damages</p> <p>Liability for punitive, exemplary or vindictive damages, fines or penalties awarded against you in any Court.</p>
<p>Subsequent costs</p>	<p>8. Subsequent costs</p> <p>Costs and expenses incurred by you subsequent to the date on which we have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any occurrence.</p>
<p>Lifts and vehicles</p>	<p>9. Lifts and vehicles</p> <p>Liability in respect of death, bodily injury, illness, loss or damage caused by or in connection with or arising from the ownership or possession or use of lifts or mechanically propelled vehicles or trailers (other than motorised gardening equipment), animal-drawn vehicles, aircraft, radio controlled vehicles (RCV), unmanned aerial vehicles (UAV), drones or watercraft (other than a rowing boat, surfboard, paddle ski, windsurfer or canoe / kayak), by you or on your behalf.</p>
<p>War</p>	<p>10. War</p> <p>Liability for any consequence of war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. (Please note that the General Exclusion 15. War, riot and terrorism does not apply to this section).</p>

SECTION MS01

MOTOR (STELLAR)

MS1.1 Motor Definitions

The definitions used in this section.

<p>The Insured</p>	<ul style="list-style-type: none"> o The policyholder or their spouse; and o the regular driver; and o the nominated driver(s) named in the schedule (if any). <p>Herein referred to as 'you / your'.</p>												
<p>'Early warning' satellite tracking</p>	<p>A satellite tracking device that automatically alerts the satellite tracking company when an unauthorised or problematic action is detected</p> <p><i>(example: vehicle movement when the device is armed, attempt to remove the device or device malfunction).</i></p>												
<p>Emergency number Safire Assist</p>	<p>The official Safire Assist towing number 0861 723 473 (0861 SAFIRE). In the event of towing services, or other assistance relating to a roadside emergency, being required, please phone this number in order to arrange the relevant emergency assistance. (Please refer to our Safire Assist wording for more details, terms and conditions).</p>												
<p>Occurrence</p>	<p>An occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this policy</p>												
<p>Vehicle</p>	<ol style="list-style-type: none"> 1. The insured vehicle specified in the schedule and owned by you or hired or leased to you; or 2. A replacement vehicle that you hire, lease or temporarily use while your vehicle is out of use for the purpose of overhaul, maintenance and servicing and / or mechanical or electrical repairs (excluding repairs following an accident), provided that our maximum liability shall not exceed: <ol style="list-style-type: none"> a) the retail value of the replacement vehicle; or b) the limit of indemnity of the insured vehicle as stated in the schedule; <p>whichever is the lesser amount.</p> 2. Types of vehicles insurable under this policy: <table border="1" data-bbox="395 1518 1497 1917"> <thead> <tr> <th>Vehicle category</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Private type motor cars including sedans, SUVs, estate cars, minibuses, light delivery vehicles (LDV's) or similar vehicles not exceeding 3 500 (three thousand five hundred) kg in gross vehicle mass and designed to seat no more than 12 (twelve) persons, including the driver.</td> </tr> <tr> <td>B</td> <td>Commercial vehicles – not available to Stellar Lifestyle policies.</td> </tr> <tr> <td>C</td> <td>Special type vehicles as described in the schedule, including ride-on lawnmowers, golf carts and stand-up motor scooters.</td> </tr> <tr> <td>D</td> <td>Motorcycles including motor scooters, 3 (three) wheeled vehicles and quad bikes.</td> </tr> <tr> <td>E</td> <td>Trailers and caravans, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle but excluding any parts or accessories not permanently fitted thereto.</td> </tr> </tbody> </table>	Vehicle category	Description	A	Private type motor cars including sedans, SUVs, estate cars, minibuses, light delivery vehicles (LDV's) or similar vehicles not exceeding 3 500 (three thousand five hundred) kg in gross vehicle mass and designed to seat no more than 12 (twelve) persons, including the driver.	B	Commercial vehicles – not available to Stellar Lifestyle policies.	C	Special type vehicles as described in the schedule, including ride-on lawnmowers, golf carts and stand-up motor scooters.	D	Motorcycles including motor scooters, 3 (three) wheeled vehicles and quad bikes.	E	Trailers and caravans, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle but excluding any parts or accessories not permanently fitted thereto.
Vehicle category	Description												
A	Private type motor cars including sedans, SUVs, estate cars, minibuses, light delivery vehicles (LDV's) or similar vehicles not exceeding 3 500 (three thousand five hundred) kg in gross vehicle mass and designed to seat no more than 12 (twelve) persons, including the driver.												
B	Commercial vehicles – not available to Stellar Lifestyle policies.												
C	Special type vehicles as described in the schedule, including ride-on lawnmowers, golf carts and stand-up motor scooters.												
D	Motorcycles including motor scooters, 3 (three) wheeled vehicles and quad bikes.												
E	Trailers and caravans, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle but excluding any parts or accessories not permanently fitted thereto.												

MS1.2 Motor Excess

The amount payable by you.

Excess

Our compensation is limited to the amount indicated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and **Addendum A**.

MS1.3 Motor Cover

You are covered in terms of the **type of cover** you have chosen.

Types of cover

1. Types of cover

- A) The indemnification under the Motor Section of this policy depends on the limit of indemnity as well as the type of cover you have chosen, as stated in the schedule.
- B) There are 4 (four) types of cover under this section of the policy, namely:

Type of cover (as stated in the schedule)	Insured event		
	Material loss or damage	Medical expenses	Liability to third parties
Comprehensive	Yes	Yes	Yes
Third party, fire and theft	Yes – restricted as per a) below	No	Yes
Third party and fire	Yes – restricted as per b) below	No	Yes
Third party only	No	No	Yes

- a) Third party, fire and theft: material loss or damage cover is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or by theft / hijack or any attempt thereat;
- b) Third party and fire: material loss or damage cover is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion.

Loss or damage

2. Material loss or damage

- A) This cover is applicable to the following cover types:
- Comprehensive;
 - Third party, fire and theft;
 - Third party and fire.
- B) We cover loss of or damage:
- to any vehicle described in the schedule, including its accessories and spare parts whilst in / on the vehicle;
 - which is insured under this policy and which results in such vehicle being disabled, in which case we shall pay the reasonable cost of protection and removal of the vehicle to the nearest approved repairers.
- C) We shall also pay the cost of delivering the vehicle to you after repair of such loss or damage, which cost shall not exceed the reasonable cost of transport to your permanent address stated in the schedule.
- D) The indemnification provided herein is subject to the following:
- The limit of indemnity for each vehicle is as stated in the schedule and shall be the maximum amount payable by us in respect of such loss or damage. This limit will not exceed the retail value of the vehicle, including its accessories and spare parts at the time of such loss or damage;
 - If any vehicle in the schedule is declared to be "Admitted or Agreed Value", the agreed value will be deemed to be its retail value. The Agreed Value includes all accessories and spare parts;

Liability to third parties

- c) If the retail value of the vehicle is not determinable, and the vehicle has not been insured on an Agreed Value basis, indemnity will be limited to the market value;
 - d) We may, at our own discretion, repair, reinstate or replace such vehicle or any part thereof and / or its accessories and spare parts, or may pay in cash the amount of the loss or damage not exceeding the retail value of such vehicle and / or its accessories and / or spare parts at the time of such loss or damage;
 - e) We may, at our own discretion, utilise approved original used and / or approved alternate spare parts to repair your vehicle;
 - f) If it is within our knowledge that the vehicle is the subject of a suspensive sale or similar purchase agreement, payment shall be made firstly to the title holder as described in the agreement, where after the balance (if any) will be paid to you. Any indemnification in terms hereof shall be a full and final discharge of any and all liability in respect of such loss or damage;
- E) In respect of each and every occurrence giving rise to a claim under this clause, we will deduct the excess, as per **Addendum A** or as stated in the schedule (whichever is the greater) off all amounts we pay, unless it is specifically stated otherwise.

3. Liability to third parties

- A) This cover is applicable to all cover types.
- B) We cover loss or damage as a result of any accident caused by or through or in connection with any vehicle described in the schedule or in connection with the loading and / or unloading of such vehicle in respect of which you and / or any passenger becomes legally liable to pay a third party, including such third party's costs and expenses in respect of:
 - a) death of or bodily injury to any person, but excluding death of or bodily injury to any person in your employ arising from and in the course of such employment, or any person who is a member of your household;
 - b) damage to property other than property belonging to you or held in trust by you, or while in your custody or control, or property being conveyed by, loaded onto or unloaded from such vehicle.
- C) We shall also, in terms of and subject to the limitations of and for the purposes of this clause:
 - a) pay all costs and expenses incurred with our written consent. We shall also, at our discretion, be entitled to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this clause, or for defending in any competent court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this sub-section;
 - b) indemnify any person who is driving or using such vehicle on your instruction or your permission, provided that:
 - 1. such person shall, as though they are the insured, observe, fulfil and be subject to the applicable terms, exceptions and conditions of this policy;
 - 2. such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer;
 - 3. such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder;
 - 4. indemnity shall not apply in respect of claims made by any member of the same household as such person;
 - c) indemnify you while personally driving or using any private type motor car not belonging to you and not leased or hired to you under a lease or suspensive sale agreement, on condition that you are an individual and have insured a vehicle, as defined under **Vehicle Category A (sedans or LDV's)**, under this policy. In this regard, we shall not be liable for damage to the vehicle being driven or used;
 - d) indemnify you in respect of liability arising from you towing another vehicle or trailer (other than for reward), including liability caused by the towed vehicle or trailer, on condition that we shall not be liable for damage to the towed vehicle or trailer or to any property conveyed therein / thereon.

Medical expenses

D) Unless otherwise stated in the schedule, our liability under this clause shall not exceed the limits of indemnity as stated in **Addendum B**.

4. Medical expenses

- A) This cover is only available to vehicles that are **comprehensively** insured.
- B) The medical expenses incurred in the event that an occupant in the specified part of a vehicle (as defined below), sustains a bodily injury by violent, accidental, external and visible means as a result of and in connection with such vehicle.
- C) The indemnification provided for occupants injured as a result of an occurrence or series of occurrences arising out of one single event is limited to the amounts stated in **Addendum B**.
- D) The amount payable under this clause shall be reduced by any amount recoverable from the Workmen's Compensation Commissioner and / or the Road Accident Fund or any similar legislation / authority.
- E) The term 'medical expenses' includes any costs incurred to free such injured occupant from such vehicle (for example, 'jaws of life') or to convey such injured occupant to a place where primary medical treatment can be given.

Defined vehicle, but only if comprehensively insured	Specified part of vehicle in which injury must occur
1. Any private type motor car or motorised caravan.	1. Anywhere inside the vehicle.
2. Any other type of insured vehicle other than a bus or taxi.	2. The permanently enclosed passenger carrying compartment.

MS1.4 Motor Extensions

You will, subject to the cover type indicated in your schedule, be automatically covered for the following extensions.

Material loss or damage extensions:
Applicable only to cover type **COMPREHENSIVE**

Emergency accommodation

- 1. Emergency accommodation**
 - A) We shall pay the reasonable costs incurred for emergency accommodation for you and any passenger travelling with you.
 - B) This extension is also valid for 2 (two) nights away from home, should you be unable to complete your journey due to loss or damage to the vehicle, subject to the loss or damage occurring not less than 250 (two hundred and fifty) kilometres from your private residence.
 - C) This cover only applies to **Category A (sedans or LDV's)** vehicles and cover will not be provided in the event of mechanical or electrical breakdown.
 - D) The compensation provided is limited to the amounts stated in **Addendum B**.

Loss of keys

- 2. Loss of or damage to locks and keys**
 - A) We shall compensate you in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle following:
 - a) the disappearance of any key or alarm controller of such vehicle; or
 - b) your reasonable belief that an unauthorised person may be in possession of a duplicate of such key or alarm controller.
 - B) In addition, we shall compensate you in respect of the cost of:

	<ul style="list-style-type: none"> a) replacing or repairing the key or remote-control unit and, if necessary, the reprogramming of any coded alarm system of any insured vehicle following accidental damage to such key or remote control unit; or b) replacing or repairing locks and keys and, if necessary, the reprogramming of any coded alarm system of any insured vehicle following damage to such locks resulting from attempted theft. <p>C) The compensation shall not exceed the amounts stated in Addendum B or such higher limit stated in the schedule and for which additional premium has been paid.</p>
<p>Replacement of a new vehicle</p>	<p>3. Replacement of a new vehicle</p> <p>A) We shall replace a vehicle, as defined under Vehicle Category A, with a similar new vehicle, provided that the vehicle:</p> <ul style="list-style-type: none"> a) is not older than 12 (twelve) months after the date of first registration; and b) does not have more than 30 000 (thirty thousand) kilometres on its odometer; and c) is damaged and, in our opinion, cannot be economically repaired, or is stolen and is not recovered within a reasonable period (minimum 14 days). <p>B) Please note that this cover will only be applicable if the insured amount for the vehicle is equal to or more than the retail value of the vehicle, as per the TransUnion Auto Dealers Guide, and the vehicle will only be replaced if a similar new vehicle is available on the local market.</p>
<p>Tow-in cost</p>	<p>4. Tow-in cost and safeguarding after mechanical breakdown</p> <p>A) If the vehicle has a mechanical or electrical breakdown, we shall pay towards the costs for the removal to safeguard the vehicle.</p> <p>B) The compensation provided is limited to the amount stated in Addendum B.</p>
<p>Waiver of excess if older than 55 years</p>	<p>5. Waiver of the excess if you are older than 55 years</p> <p>A) The basic first amount payable for each and every claim in respect of vehicles as defined under Vehicle Category A is hereby deleted, subject to the vehicle being in the care, custody and control of a person who is at least 55 (fifty five) years of age at the time of the occurrence.</p> <p>B) This waiver is extended to include Extension MS1.4.6 Windscreen / Glass.</p> <p>C) This waiver is not applicable if the vehicle was stolen or hijacked and has not been recovered.</p>
<p>Windscreen / glass</p>	<p>6. Windscreen / glass</p> <p>A) We shall compensate you for damage to windscreen glass, headlights, tail-lights, fog lights, side or rear glass forming part of any vehicle, provided that no other damage has been caused to the vehicle giving rise to a claim under the policy.</p> <p>B) We do not cover the replacement of any light bulbs.</p>
<p>Wreckage removal Category A</p>	<p>7. Wreckage removal - Category A vehicles</p> <p>A) The cover provided is extended to include costs and expenses incurred by you, in addition to the normal towing costs, in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by an insured event.</p> <p>B) This extension only includes Category A vehicles (sedans and LDV's).</p> <p>C) The compensation provided is limited to the amount stated in Addendum B.</p>

**Material loss or damage extensions:
Applicable to all cover types EXCEPT THIRD PARTY ONLY**

<p>Fire extinguishing charges</p>	<p>8. Fire extinguishing charges</p> <p>A) We shall compensate you for any costs relating to the extinguishing or fighting of a fire, which shall be deemed to be damage to your vehicle.</p>
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	<p>B) These charges shall be payable in addition to any other payment for which we may be liable in terms hereof, provided that you are responsible for the payment of such costs and that your insured property was in danger from the fire.</p> <p>C) The compensation provided shall be limited to the amount stated in Addendum B</p>
Tracking device	<p>9. Tracking device</p> <p>A) In the event of there being an operational tracking system in the vehicle and the vehicle is irreparably damaged or unrecovered following theft, we shall pay the actual cost to an approved vehicle tracking company to install a tracking system of the closest possible performance and capacity in / on the new vehicle, provided that the installation is authorised by us.</p> <p>B) The compensation provided shall be limited to the amount stated in Addendum B.</p>
Trauma treatment	<p>10. Trauma treatment</p> <p>A) We shall pay for the reasonable medical expenses if you or your spouse or your natural / legally adopted children or stepchildren need trauma treatment by a psychologist after hi-jacking or attempted hijacking of the vehicle.</p> <p>B) The compensation is limited to medical expenses which are not covered elsewhere, limited to the amount stated in Addendum B.</p>

Material loss or damage extension:

Applicable only to cover types **COMPREHENSIVE** and **THIRD PARTY, FIRE & THEFT**

Theft of radios	<p>11. Theft of radios</p> <p>A) We shall compensate you for loss or damage following theft or attempted theft of radios, CD / tape players and / or similar equipment.</p> <p>B) We shall not be liable for more than the amount stated in Addendum B, (after deduction of the first amounts payable). If the equipment is factory fitted to the vehicle when new, this limit does not apply.</p>
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Liability to third parties' extensions:

Applicable to **ALL** cover types

Passenger liability	<p>12. Passenger liability</p> <p>A) Indemnity under Clause MS1.3.3 Liability to third parties is extended to cover you for any sum which you may become legally liable to pay due to the death of or bodily injury to any person being carried in or upon or entering or getting onto or alighting from the insured vehicle.</p> <p>B) Vehicles defined under Vehicle Categories C and D are excluded from this extension.</p> <p>C) The limit of indemnity for any one occurrence shall not exceed the amount stated in Addendum B</p>
Unauthorised passengers	<p>13. Unauthorised passenger liability</p> <p>A) Notwithstanding Exception MS1.7.10, the indemnity under Clause MS1.3.3 Liability to third parties is extended to cover you for any sum which you may become legally liable to pay due to the death of or bodily injury to persons while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of your instructions to your driver not to carry passengers.</p> <p>B) The limit of indemnity for any one occurrence shall not exceed the amount stated in Addendum B.</p>

MS1.5 Motor Optional Extensions

You will only be entitled to these optional extensions if requested and stated in your schedule, and for which additional premium has been paid.

Available to cover type **COMPREHENSIVE** only

Credit shortfall

1. Credit shortfall

- A) If any total loss settlement under **Clause MS1.3.2 Material loss or damage** is less than the amount you owe to the bank / financier under a current instalment sale or lease agreement, we shall pay you an additional amount equal to the shortfall, less:
- any arrear instalments or rentals, including interest payable on such arrears;
 - all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
 - 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;
 - any early settlement penalties;
 - the first amount payable.
- B) Cover is subject to the provisions, at all times, that:
- the amounts payable shall not exceed the maximum indemnity (sum insured stated in the schedule) less the first amount payable;
 - this endorsement shall 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% (ten percent) from any other instalment;
 - if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease, the insurance provided by this extension shall be void.

Excess waiver

Windscreen only

2. Excess waiver – windscreen only

The windscreen first amount payable in respect of vehicles defined under **Vehicle Category A** (sedans & LDVs) is hereby deleted, subject to you opting to replace the damaged windscreen with an approved alternative (i.e. non-OEM) windscreen.

Available to cover type **COMPREHENSIVE** and **THIRD PARTY, FIRE AND THEFT**

Car hire

3. Car hire – sedans and LDVs only

- A) If the insured vehicle cannot be driven following loss or damage caused by an insured event or while the insured vehicle remains unrecovered following theft, we will arrange a hired vehicle for you in terms of the option selected by you and specified in the schedule.
- B) The benefit includes:
- a hire vehicle as per the option specified in the schedule:
 - Option A: Sedans** (e.g. Ford Fiesta, VW Polo TSI, Toyota Corolla Quest or similar);
 - Option B: Platinum** (e.g. Toyota Corolla Auto, Audi A3, BMW 320i, Mercedes Benz C-Class, Toyota double cab or similar);
 - Option C: Single cab LDV's** (e.g. Corsa Utility 1.4, Toyota Hilux 1 ton or similar);

The above listed vehicles are examples only, and the actual vehicle provided will be subject to availability at the time.
 - unlimited kilometres;
 - delivery or collection charges up to 100 (one hundred) kilometres from the nearest car hire company contracted by us.

- C) Your hired vehicle will be provided for a period not exceeding the number of consecutive days selected by you and specified in the schedule (either 30, 60 or 90 days), and the period for which we provide car hire will end on the day that:
- you regain possession of the insured vehicle; or
 - we discharge our liability for the total loss of the vehicle, whichever occurs first.
- (Note: if car hire has been selected and no time period has been specified in the schedule, then a default benefit of 30 (thirty) consecutive days will apply.)*
- D) We shall only compensate you in terms of this extension if:
- you abide by all the terms and conditions and additional charges (where applicable) imposed / offered by the car hire company;
 - you have taken the insurance cover offered by the car hire company;
 - you have a valid credit card available in your name to pay the car hire company the required deposit and / or additional charges when you take delivery of the hired vehicle.
- E) If the hired vehicle is stolen or damaged, you will be subject to the standard insurance and excess terms and conditions of the relevant car hire company. Should the excess payable to the car hire company exceed the excess applicable under this policy for your vehicle, we shall compensate you for the difference.
- F) We shall not pay for:
- fuel and lubricants, including any fuel deposits;
 - traffic fines, penalties and any related administration fees;
 - toll fees;
 - delivery or collection fees for more than 100 (one hundred) kilometres from the nearest car hire company contracted by us.

Waiver of excess

4. Waiver of the excess (basic first amount payable)

If selected, this optional extension replaces **Clause MS1.4.5 Waiver of the excess if you are older than 55 years**.

- The basic first amount payable in respect of vehicles defined under Vehicle **Category A (sedans and LDV's)** is hereby deleted.
- This waiver is extended to include **Extension MS1.4.6 Windscreen / Glass**.

MS1.6 Motor Conditions

These specific conditions apply to all **cover types** under the Motor Section. (They also apply to any person who may have been driving the vehicle with your permission).

Description of use

1. Description of use of vehicle

- When you insure your vehicle, you are automatically covered for the following descriptions of use:
 - Private:**
The vehicle is used for social, private, recreational travel and commute to and from your place of employment.
 - Business:**
The vehicle is used for business or occupational purposes, including farming. The vehicle may also be used for social, private, recreational travel and commute to and from your place of employment.
- We do not cover the following types of use:
 - hiring out;
 - carrying of passengers for hire or passengers who pay a fare;
 - racing, speed trials or speed-testing;

	<ul style="list-style-type: none"> d) rallying or competitions; e) carrying of explosives, hazardous substances or materials that require permission or permits from authorities; f) carrying of goods for reward.
Driver's licence	<p>2. Driver's licence or learner's licence</p> <ul style="list-style-type: none"> A) In the event of a claim, you must be able to show us that the driver of the vehicle had a valid driver's or learner's licence at the time of the event. B) If the driver is in possession of a valid learner's licence, they must be accompanied by a licenced driver, unless otherwise required in terms of legislation. C) You must notify us in writing immediately upon becoming aware or attaining knowledge: <ul style="list-style-type: none"> 1. of your driver's licence having been endorsed, suspended, cancelled or having lapsed; 2. that you will be or have been charged or convicted of: <ul style="list-style-type: none"> 1. driving under the influence of intoxicating liquor or drugs; 2. reckless and negligent or improper driving; or 3. any offence relating to the driving of a motor vehicle; 3. that you failed a breathalyser test.
Emergency repairs	<p>3. Emergency repairs</p> <ul style="list-style-type: none"> A) You may give instructions for emergency repairs to be executed without our express consent, as soon as possible, provided that: <ul style="list-style-type: none"> a) you have cover in terms of the policy; and b) the cost of repairs do not exceed the amount stated in Addendum B; and c) a detailed estimate is obtained and forwarded to us within 5 (five) working days.
Locked garage/locked gates	<p>4. Locked garage / locked gates warranty (if stated in the schedule)</p> <ul style="list-style-type: none"> A) Loss or damage by theft is excluded, unless the vehicle is kept in a locked garage or behind locked gates at your residence overnight. B) Where the vehicle is behind locked gates only, theft of part of the vehicle or its accessories is excluded, unless the entire vehicle is stolen.
No-claim discounts	<p>5. No-claim discounts</p> <ul style="list-style-type: none"> A) If a claim payment is made in respect of a vehicle stated in the schedule and for which the premium has had a no-claim discount applied, the relevant discount will be adjusted with effect from the date of indemnification. B) Any applicable no-claim discount will be adjusted after each and every claim.
Restricted driving	<p>6. Restricted driving (if stated in the schedule)</p> <p>Cover is restricted to only you and your immediate family.</p>
Roadworthy	<p>7. Roadworthy</p> <p>You must take all reasonable steps to properly maintain and protect your vehicle. You have to ensure that your vehicle is roadworthy at all times.</p>

<p>Satellite tracking</p>	<p>8. Satellite tracking warranty (if stated in the schedule)</p> <p>A) Loss of or damage to your vehicle caused by theft or attempt thereto is excluded unless the vehicle is fitted with an 'early warning' satellite tracking device.</p> <p>B) It is further warranted that:</p> <p>a) you will maintain a subscription contract with your service provider in respect of any vehicle tracking device;</p> <p>b) you will provide proof that the contract was in force at the time of a theft or hijacking.</p> <p>C) Should the contract be cancelled / inoperative at the time of the theft or hijacking, there will be no cover.</p> <p>D) If your vehicle is fitted with a satellite tracking device and an occurrence takes place, you:</p> <p>a) undertake to provide us with access to and copies of any satellite tracking records available in respect of the vehicle as soon as possible after the occurrence; and</p> <p>b) hereby expressly authorise us and / or our nominated agents to have access to and obtain all information from any satellite tracking company relating to the vehicle. In this regard, the authority contained in this clause will constitute irrevocable authority to enable us and / or our nominated agents (acting on your behalf and as your authorised agent) to obtain such records directly from the satellite tracking company.</p>
<p>Spare parts</p>	<p>9. Spare parts</p> <p>A) Our liability in respect of any spare parts or accessories which are required in the repair or reinstatement of vehicles and:</p> <p>a) which are unobtainable in the Republic of South Africa; or</p> <p>b) are obsolete in pattern;</p> <p>shall be limited to the value of such parts at the time of loss or damage as stated in the manufacturer's / agent's last issued catalogue or price list.</p> <p>B) We may discharge our liability by cash payment in such circumstances.</p>
<p>Towing following accident</p>	<p>10. Towing following an accident (Category A vehicles)</p> <p>A) Towing services for Category A vehicles (sedans and LDVs) following an accident must be arranged through the official emergency number, 0861 723 473 (0861 SAFIRE). Should you fail to attempt to contact this number, compensation for towing and storage costs will be limited to the amount stated in Addendum B. This will not apply in the event that the call centre is unable to assist you.</p> <p>B) These towing services are available for accidents that occur in the Republic of South Africa, Lesotho and Eswatini.</p>
<p>Towing outside RSA</p>	<p>11. Towing outside the Republic of South Africa</p> <p>A) In the event of any occurrence giving rise to a claim whilst the vehicle is in Botswana, Malawi, Mozambique, Namibia and Zimbabwe, towing costs to our nearest approved repairer will be limited to the amount stated in Addendum B.</p> <p>B) Until the vehicle has been towed to our nearest approved repairer, no liability shall be admitted nor payments made in terms of the cover provided.</p>
<p>Unauthorised use</p>	<p>12. Unauthorised use of your vehicle</p> <p>A) If anyone uses your vehicle without your knowledge or permission, you must report it to the South African Police Services and lay a criminal charge against that person within 48 (forty-eight) hours after becoming aware of such unauthorised use.</p> <p>B) You may not withdraw the charge, even if your vehicle is later returned to you, unless you withdraw the claim.</p>

MS1.7 Motor Exclusions

You are not covered for the following.

Specific exceptions applicable to ALL CLAIMS under this section

<p>Carrying capacity</p>	<p>1. Carrying capacity</p> <p>A) We shall not be liable for any accident, injury, loss, damage or liability whilst the vehicle is carrying:</p> <ul style="list-style-type: none"> a) more passengers than the vehicle is licensed or designed to carry; b) any load which exceeds the capacity of the vehicle which it is licensed or designed to carry.
<p>Description of use</p>	<p>2. Description of use</p> <p>We shall not be liable for any accident, injury, loss, damage or liability whilst the vehicle is being used with your general knowledge and consent other than in accordance with the description of use clause.</p>
<p>Driver's licence</p>	<p>3. Driver's licence</p> <p>A) We shall not be liable for any accident, injury, loss, damage or liability incurred while any vehicle is being driven by you or any other person while not licensed to drive such vehicle, unless:</p> <ul style="list-style-type: none"> a) the driver complies with the licensing laws relating to any of the territories referred to in Exception MS1.7.6 Territorial limits, in which case he / she shall be deemed to be licensed to drive the vehicle; or b) non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal, limited to a period of 180 (one hundred and eighty) consecutive days from the relevant renewal date; or c) a licence is not required by law; or d) such driver is learning to drive and complies with the laws relating to learners; or e) you were unaware that the driver was unlicensed.
<p>Intoxicating liquor or drugs</p>	<p>4. Intoxicating liquor or drugs</p> <p>A) We shall not be liable for any accident, injury, loss, damage or liability incurred while any vehicle is being driven by:</p> <ul style="list-style-type: none"> a) you (in this case the policy holder or any of their immediate family) while 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); or b) any other person with your general consent who, to your knowledge, is 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).
<p>Motor trade exclusion</p>	<p>5. Motor trade exclusion</p> <p>A) We do not cover the vehicle whilst it is in the custody or control of a member of the motor trade for any purpose, including for the purpose of selling or marketing the vehicle.</p> <p>B) This exclusion will not apply if the vehicle is in the custody or control of a member of the motor trade for the specific purpose of overhaul, maintenance and / or repair.</p>
<p>Territorial limits</p>	<p>6. Territorial limits</p> <p>A) We shall not be liable for any accident, injury, loss, damage or liability incurred outside the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Eswatini, Zambia and Zimbabwe.</p>

- B) We shall, however, indemnify you against loss of or damage to any vehicle whilst in transit by sea or air between ports or places in these territories, including the loading and unloading of the vehicle which is incidental to such transit.

Specific exceptions applicable only to claims for MATERIAL LOSS OR DAMAGE

<p>Open top / soft top</p>	<p>7. Open top or soft top vehicles</p> <p>A) We shall not be liable for loss or damage to an open top or soft top vehicle as a result of theft, unless:</p> <ul style="list-style-type: none"> a) the vehicle is fitted with an approved anti-theft immobilising device or tracking device; or b) the vehicle is stolen from a securely locked garage / building.
<p>Springs or shock absorbers</p>	<p>8. Springs or shock absorbers</p> <p>We shall not be liable for damage to springs or shock absorbers due to impact or contact with inequalities of the road or other surfaces (including potholes and speed bumps).</p>
<p>Tyres</p>	<p>9. Tyres</p> <p>A) We shall not be liable for damage to tyres by application of brakes or by road punctures, cuts or bursts.</p> <p>B) We shall not be liable for the replacement of any undamaged tyres or rims.</p>

Specific exceptions applicable only to claims for LIABILITY TO THIRD PARTIES

<p>Category C vehicles</p>	<p>10. Category C vehicles</p> <p>We shall not be liable for death of or injury to any person being carried in or upon or entering or getting onto or alighting from a Category C vehicle at the time of the occurrence of the event from which any claim arises.</p>
<p>Compulsory cover</p>	<p>11. Compulsory motor vehicle insurance</p> <p>We shall not be liable for any amount or claim that falls within the scope of any compulsory motor vehicle insurance enactment, even though no insurance under such enactment is in force or has been effected.</p>
<p>Demonstration of tool or plant</p>	<p>12. Demonstration of tool or plant</p> <p>We shall not be liable for liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle), of any tool or plant forming part of or attached to or used in connection with a vehicle, or anything manufactured by or contained in any such tool or plant.</p>
<p>Open top / soft top</p>	<p>13. Open top or soft top vehicles</p> <p>We shall not be liable for accidental bodily injury, including death or illness, to any passenger in / on or getting into / onto or out of / off an open top or soft top vehicle.</p>

ADDENDUM A

EXCESSES

This policy excess document must be read in conjunction with the policy schedule and the policy wording. Unless specifically stated otherwise in the schedule, the following excesses will apply.

Non-Motor Excesses

General

1. Claims arising from lightning strikes or power surge (except if otherwise stated)	10% of gross claim, minimum R1 500
2. Vaal and Orange (Gariep) rivers: All loss or damage caused by flood as a result of the Vaal / Orange rivers overflowing their banks	No cover

Section S01: Houseowners

1. Each and every claim (except hole in one and perfect eight)	R1 000
2. Lightning strike or power surge	10% of gross claim, minimum R1 500
3. Loss of or damage to solar panels and solar geysers	10% of gross claim, minimum R1 000
4. Building that has been vacant for more than 30 (thirty) consecutive days	R1 500 per claim
5. Subsidence, landslip and heave.	1% of sum insured, minimum R5 000
6. Retaining walls	10% of gross claim, minimum R5 000
7. Beach / weekend / holiday cottage or any similar residence regularly unattended	R1 500 per claim
8. Beach / weekend / holiday cottage or any similar residence regularly unattended: Resultant damage to insured property arising from bursting or overflowing of geysers, water tanks, water apparatus, pipes or equipment	R5 000 per claim

Note: the excesses are not cumulative

Section S02: Householders

1. Each and every claim	R1 000
2. Lightning strike or power surge	10% of gross claim, minimum R1 500
3. Loss of or damage to solar panels and solar geysers	10% of gross claim, minimum R1 000
4. Subsidence, landslip and heave	5% of sum insured, minimum R5 000
5. Mechanical and electrical breakdown	10% of gross claim, minimum R1 000
6. Pairs and sets	additional 10% of gross claim
7. Beach / weekend / holiday cottage, or any similar residence regularly unattended: Resultant damage to insured property arising from bursting or overflowing of geysers, water tanks, water apparatus, pipes or equipment	R5 000 per claim
8. Theft / attempted theft of jewellery and watches: <ul style="list-style-type: none"> a) not worn and not kept in a locked safe at the time of the loss b) worn or locked in a safe at the time of the loss 	<ul style="list-style-type: none"> a) 25% of gross claim b) R1 000 per claim

Note: the excesses are not cumulative

Section S03: Personal All Risks

1. Each and every claim (other than as detailed in 2. to 6. below)	R1 000 per claim
2. Lightning strike or power surge	10% of gross claim, minimum R1 500
3. Hearing aids	10% of gross claim
4. Jewellery and watches not worn or kept in a safe at the time of the loss	10% of gross claim, minimum R1 000
5. Pedal cycles	10% of gross claim, minimum R500
6. Pairs and sets	additional 10% of gross claim

Note: the excesses are not cumulative

Section S04: Personal Accident

Waiting period - partial disablement resulting in inability in engaging in your usual business	7 (seven) consecutive days
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Section S05: Pleasure Craft

1. Boats, jet skis and motors	5% of gross claim, minimum R1 000
2. Wearing apparel and personal effects	5% of gross claim, minimum R500
3. Fishing equipment	10% of gross claim, minimum R1 000
4. Electronic equipment	20% of gross claim, minimum R1 000

Liability Excesses

Section LS01: Personal Liability

None applicable unless stated in that section of the schedule

Motor Excesses

Category A: Sedans / LDVs

1. Basic first amount payable:	5% of gross claim, minimum R4 500
2. Windscreen and / or window glass replacement	25% of gross claim
3. Windscreen chip repairs	nil

Category C: Special types

Basic first amount payable	5% of gross claim, minimum R1 000
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Category D: Motorcycles and quad bikes

Basic first amount payable	5% of gross claim, minimum R1 500
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Category E: Trailers, caravans

1. Basic first amount payable	5% of gross claim, minimum R1 000
2. Windscreen and / or window glass replacement	25% of gross claim
3. Windscreen chip repairs	nil

General Motor

A) General excesses that are accumulative, i.e. in addition to the basic first amount payable stated above.

1. Any claim received within 3 months of the inception of the policy where no previous insurance was in place	additional R2 000
2. When an insured vehicle is being driven by or is under the control for the purpose of being driven by a person: <ul style="list-style-type: none"> a) under 25 years of age or who has held a driver's licence to drive such vehicle for less than 3 (three) years or who holds a learner's licence b) who has been convicted and had his licence to drive the vehicle endorsed during the previous 3 (three) years for any reason 	a) additional R2 000 b) additional R1 000
3. Any claim in respect of a Category A vehicle where the driver at the time of the loss only holds a C or C1 licence type and not a type B or EB simultaneously and has not held the type C or C1 licence for at least 5 years	additional 5% of gross claim, minimum R4 500
4. Theft or hijack (vehicle not recovered) in respect of a Category A vehicle not fitted with an early warning satellite tracking device	additional R2 500

Note: In respect Category A (Sedans and LDV's): if the vehicle is fitted with an early warning satellite tracking device at the time of the theft, and the fitting of such device is not a requirement for cover, the additional theft excess is waived.

B) General excesses that are non-accumulative and replace the basic first amount payable stated above.

Loss of or damage to locks and keys	10% of gross claim, minimum R500
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ADDENDUM B

LIMITS

This policy limits document must be read in conjunction with the policy schedule and the policy wording. Unless specifically stated otherwise in the schedule, the following limits will apply.

Section: General

4. GENERAL TERMS AND CONDITIONS

4.5 C) <u>Claims preparation costs</u>	R10 000 per claim
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Section S01: Houseowners

S1.5 HOUSEOWNERS EXTENSIONS

S1.5.2 <u>Accidental damage to buildings</u>	R50 000 per claim
S1.5.3 <u>Accidental damage to gardens</u>	R50 000 per claim
S1.5.5 <u>Alternative accommodation</u>	R250 000 per claim
S1.5.6 <u>Capital additions</u>	a maximum of 15% of the sum insured
S1.5.7 <u>Costs of demolition and professional fees</u>	a maximum of 20% of the sum insured
S1.5.9 <u>Locks and keys</u>	actual costs
S1.5.10 <u>Loss of rent</u>	a maximum of 25% of the sum insured
S1.5.11 <u>Loss of water by leaking</u>	R25 000 per claim
S1.5.12 <u>Monkeys or baboons</u>	R10 000 per claim
S1.5.13 <u>Power surge</u>	R50 000 per claim
S1.5.14 <u>Protection of building against further damage</u>	R20 000 per claim
S1.5.15 <u>Removal of fallen trees</u>	R20 000 per claim
S1.5.18 <u>Wheelchair friendly alterations</u>	R50 000 once-off

S1.7 HOUSEOWNERS CONDITIONS

S1.7.7 <u>Theft from outbuildings (alarm warranty not met)</u>	R10 000 per claim
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Section S02: Householders

S2.4 HOUSEHOLDERS COVER

S2.4.1 I)a) <u>Theft of laundry, outdoor furniture and equipment</u>	R20 000 per claim
<ul style="list-style-type: none"> laundry outdoor furniture and equipment 	R50 000 per claim
S2.4.1 I)b) <u>Theft of contents whilst in transit from place of purchase</u>	R20 000 per claim

S2.5 HOUSEHOLDERS EXTENSIONS

S2.5.2 <u>Accidental damage to contents</u>	R20 000 per claim
S2.5.3 <u>Business goods</u>	R50 000 per claim
S2.5.4 <u>Cash cards and credit cards</u>	R5 000 per claim
S2.5.5 <u>Compensation for death</u>	R10 000
S2.5.6 <u>Documents</u>	R10 000 per claim
S2.5.8 <u>Foodstuff</u>	R25 000 per claim
S2.5.9 <u>Hole-in-one or Perfect Eight</u>	<i>The amount incurred by you in paying for a round of drinks for those present at the club bar, limited to a maximum of R10 000 per claim</i>
S2.5.10 <u>Locks and keys</u>	R15 000 per claim
S2.5.11 <u>Loss of money</u>	R10 000 per claim
S2.5.12 <u>Loss of rent</u>	<i>a maximum of 25% of the sum insured</i>
S2.5.13 <u>Mechanical & electrical breakdown</u>	R10 000 per claim
S2.5.14 <u>Medical expenses</u>	R10 000 per person per claim
S2.5.15 <u>Monkeys and baboons</u>	R10 000 per claim
S2.5.16 <u>Power surge</u>	R50 000 per claim
S2.5.17 <u>Property belonging to domestic employees</u>	R10 000 per claim
S2.5.18 <u>Property belonging to guests</u>	R20 000 per claim
S2.5.19 <u>Protection of contents against further damage</u>	R50 000 per claim
S2.5.20 <u>Student accommodation</u>	R50 000 per claim
S2.5.22 <u>Tenant's liability</u>	R1 000 000 per occurrence
S2.5.24 <u>Trauma cover</u>	R10 000 per claim
S2.5.25 <u>Veterinary fees</u>	R20 000 per claim
S2.5.27 <u>Wheelchair</u>	R20 000 once-off

S2.7 HOUSEHOLDERS CONDITIONS

S2.7.4 <u>Gold, platinum, silver and other valuables and collectibles</u>	<i>a maximum of 33.3% of the sum insured</i>
S2.7.5 <u>Jewellery and watches</u> In the absence of a valuation certificate	R5 000 per item
S2.7.7 <u>Theft from outbuildings (alarm warranty not met)</u>	R10 000 per claim

Section S03: Personal All Risks

S3.3 PERSONAL ALL RISKS COVER

S3.3.1 Unspecified items

- | | |
|--|---|
| <ul style="list-style-type: none"> • Insured property (other than items listed below) • Mobile electronic equipment (including cell phones, laptops and tablets) | <ul style="list-style-type: none"> • maximum of 20% of the sum insured of the primary residence under the Householders section • R100 000 per claim |
|--|---|

S3.4 PERSONAL ALL RISKS EXTENSIONS

S3.4.1 Groceries and household goods

R10 000 per claim

S3.4.2 Recompilation of data / reinstatement of programs

R10 000 per claim

S3.4.3 Remote jamming

Unspecified items:

- a) video footage available
- b) video footage **not** available

Specified items:

- c) video footage available
- d) video footage **not** available

- a) **R10 000** per claim
- b) **R5 000** per claim

- c) **R20 000** per specified item or the sum insured stated in the schedule, whichever is the lesser
- d) **R10 000** per specified item or the sum insured stated in the schedule, whichever is the lesser

S3.5 PERSONAL ALL RISKS CONDITIONS

S3.5.6 Jewellery and watches

In the absence of a valuation certificate

R5 000 per item

S3.5.9 Pedal cycles (unspecified)

R50 000 per item

S3.5.10 Theft from vehicles

If the item is not concealed in an enclosed compartment

R10 000 per claim

Section S04: Personal accident

S4.4 PERSONAL ACCIDENT COMPENSATION

S4.4.1 Compensation

R50 000 per occurrence

Section S05: Pleasure craft

S5.1 PLEASURE CRAFT DEFINITIONS

S5.1 Pleasure craft (excluding trailer) *maximum sum insured of **R1 500 000***

S5.5 PLEASURE CRAFT EXTENSIONS

S5.5.2 Electronic equipment ***R25 000** per claim*

S5.5.3 Emergency and salvage charges ***50%** of the sum insured of the item concerned*

S5.5.4 Fishing equipment ***R25 000** per claim*

S5.5.5 Liability to third parties ***R1 000 000** per occurrence*

S5.5.6 Locks and keys ***R10 000** per claim*

S5.5.7 Medical expenses ***R15 000** per claim*

S5.5.8 Personal accident ***R100 000** per occurrence*

S5.5.12 Wearing apparel and personal effects ***R10 000** per claim*

S5.5.13 Yacht racing risk *a maximum of **two-thirds** of the sum insured specified in the schedule*

Section LS01: Personal liability

LS1.2 PERSONAL LIABILITY COVER

LS1.2.3 Limit of indemnity ***R2 500 000** in respect of any one occurrence or such higher amount stated in the schedule*

LS1.3 PERSONAL LIABILITY EXTENSION

LS1.3.1 Domestic employees ***R10 000** per occurrence*

LS1.3.2 Wrongful arrest ***R50 000** in your 12-month period of insurance, calculated from the inception or applicable renewal date*

Section MS01: Motor

MS1.3 MOTOR COVER

MS1.3.3 Liability to third parties

- a) In respect of any occurrence directly or indirectly due to or in consequence of fire or explosion
- b) In the aggregate of a), MS1.4.12 and MS1.4.13
- c) Any other event

a) **R1 000 000**

b) **R5 000 000**

c) **R5 000 000**

MS1.3.4 Medical expenses

a maximum of **R10 000** per injured occupant, but not exceeding **R20 000** in total for all occupants

MS1.4 MOTOR EXTENSIONS

MS1.4.1 Emergency accommodation

a maximum of **R1 000** per person, but not exceeding **R5 000** in your 12-month period of insurance

MS1.4.2 Loss of or damage to lock and keys

R20 000 per claim

MS1.4.4 Tow-in cost and safeguarding after mechanical breakdown

R5 000 during your 12-month period of insurance, calculated from the inception or applicable renewal date

MS1.4.7 Wreckage removal

R20 000 per claim

MS1.4.8 Fire extinguishing charges

reasonable costs

MS1.4.9 Tracking device

R10 000 per claim

MS1.4.10 Trauma treatment

R10 000 per claim

MS1.4.11 Theft of radios

R5 000 per claim

MS1.4.12 Passenger liability

R5 000 000 in respect of any one occurrence

MS1.4.13 Unauthorised passenger liability

R5 000 000 in respect of any one occurrence

MS1.6 MOTOR CONDITIONS

MS1.6.3 Emergency repairs

emergency repairs not to exceed **R10 000**

MS1.6.10 Towing following an accident (category A vehicles)
In the event that the official towing service is not used (towing and storage limit)

R2 000 per claim

MS1.6.11 Towing outside the Republic of South Africa

R50 000 per claim

ADDENDUM C

TABLE OF PERMANENT DISABLEMENT

This table is referred to in the **Personal Accident** and **Pleasure Craft** sections of this policy.

Table of permanent disablement		% of capital sum
1	Total and permanent disablement	100
Total and permanent loss of:		
2	both hands or feet or one hand and one foot	100
3	all sight in one eye and total permanent loss of one hand or one foot	100
4	all sight in both eyes	100
5	all sight in one eye	50
6	hearing or speech	50
7	hearing in one ear	15
8	one hand	50
9	arm from shoulder	75
10	forearm	65
11	one foot	50
12	thigh	75
13	leg at or below knee	65
14	thumb (both phalanges)	25
15	thumb (one phalanx)	10
16	index finger (three phalanges)	10
17	index finger (two phalanges)	8
18	index finger (one phalanx)	4
19	finger other than thumb or index finger	5
20	great (big) toe	5
21	any other toe	1

If the permanent disability is not described in the above table, we shall at our reasonable discretion apply a percentage of disability to your injury that most closely approximates or is consistent with the percentages reflected above.

Compensation will be limited to the amount agreed to by us and not more than the limit stated in the schedule.

ADDENDUM D

INSURANCE TERMS

These terms are informative and could assist in a better understanding of insurance concepts.

<p>All Risks</p>	<p>An 'all risks' policy provides cover for loss or damage resulting from any incident, unless the incident is specifically excluded under the policy. An "all risks" policy normally covers your personal belongings in your possession anywhere in the world, or property that you are likely to take with you away from your home. This may include wearing apparel and personal effects.</p> <p>The personal belongings covered by an 'all risks' policy can be specified or unspecified (general).</p> <p><i>Note:</i> If you want to claim for loss of or damage to any of these items, you may have to prove the value of your loss. In the case of jewellery items such as diamond rings and watches over a certain value and other special items such as artwork or Persian carpets, you may be required to supply a valuation certificate when you claim.</p>
<p>Average</p>	<p>Average (or 'subject to average') is the calculation that we apply when dealing with a claim in a situation of underinsurance.</p> <p>Average is applied using the following formula:</p> $\frac{\text{Sum Insured}}{\text{Value at Risk}} \times \text{Loss Amount} = \text{Settlement}$ <p>Example:</p> <p>An example of the application of average is:</p> <ul style="list-style-type: none"> o Tom has a house and the house is insured for R200 000 (sum insured); o The cost to completely rebuild the house if completely destroyed is R300 000 (value at risk); o There is a fire and the cost of repairs is R60 000 (the loss); o The amount that will be paid (settlement) is: $\frac{R200\,000}{R300\,000} \times R60\,000 = R40\,000$
<p>Agreed Value</p>	<p>This is the amount we agree to insure a specific item for in the event of a valid claim for that item's total loss. This may apply to items such as a rare, classic motor vehicle, artwork or other valuable items as agreed with us. These items will usually be specified separately in your policy and you will pay an extra premium for insuring them. Average does not apply to agreed value items.</p>
<p>Beneficiary</p>	<p>This is a person or entity that you nominate or who will lawfully be entitled to receive a benefit from your insurance policy. This can be yourself, your estate or another person.</p>
<p>Betterment</p>	<p>This describes a situation where you end up better off than you were before the loss or damage occurred following the repairs or replacement of property. Usually insurance policies do not allow for betterment.</p> <p>For example, if repairs or replacement must be done in such a way that the insured item will have a higher value than it had before the loss, we may ask you to pay in the difference as you are now in a 'better' position.</p>
<p>Commercial use</p>	<p>Generally, this is where you use your property (vehicle or other equipment or property) for business purposes.</p>
<p>Computing equipment</p>	<p>Includes any computer, data processing equipment, microchip, integrated circuit or similar device in a computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above.</p>

<p>Consequential loss</p>	<p>This is loss not resulting from physical damage to tangible property but rather arising from such damage for example: lost production on orders following a fire.</p> <p>Consequential loss is in many instances not covered unless specifically provided for in terms of the policy.</p>
<p>Credit shortfall</p>	<p>This is a type of added insurance cover that covers the difference between the amount paid out by us in the event of a total loss of your property (for example a vehicle), and the amount owed to the bank or finance institution that financed the purchase of the property under the credit agreement.</p> <p>This cover does not form part of comprehensive insurance cover, but it can be an optional extension to an existing policy, or purchased as a separate policy at an extra premium. There may be limits of cover or certain amounts excluded from credit shortfall cover, such as arrears, certain finance charges and policy excesses.</p>
<p>Excess also referred to as 'first amount payable'</p>	<p>This is the first amount payable by you or deducted by us in the event of a valid claim. In other words, the excess is that part of the loss or damage / claim that we do not pay for. It can be a fixed amount or a percentage of the claim, depending on the policy wording.</p> <p>Types of Excesses:</p> <ul style="list-style-type: none"> a) Basic excess <ul style="list-style-type: none"> This refers to the minimum excess payable in terms of all claims submitted under that policy. This will be the compulsory excess that needs to be paid before we shall pay your claim. b) Additional excess <ul style="list-style-type: none"> When there is more than one excess applicable to the same claim over and above the basic excess, these are called additional excesses and are usually added together (accumulated) and are added to the basic excess. In some instances you are able to choose additional excesses and these form part of your policy (see voluntary excess below). c) Voluntary excess <ul style="list-style-type: none"> A voluntary excess is an additional excess agreed to by you in exchange for a reduction in premium. It is added to the basic excess. <i>Example:</i> <i>If you have a basic excess of R100, and a voluntary excess of R250; when you submit a claim for R1 000, you will need to pay R350 and we shall pay the remaining R650.</i> d) Cumulative excess <ul style="list-style-type: none"> This is used when additional excesses are added together, if applicable to the same claim.
<p>Exceptions also referred to as 'Exclusions'</p>	<p>Exceptions are specific items, losses or events that are not covered in terms of your policy. These will be specified in your policy wording and it is important that you read your policy carefully.</p>
<p>Extensions</p>	<p>These are additional or extra (add-on) covers or benefits that may be included in your policy. Some of these may be at an additional premium.</p>
<p>Held liable</p>	<p>You are held liable (responsible) when someone proves that you caused him / her injury, loss or damage unlawfully, whether deliberately or accidentally (negligently).</p>
<p>Indemnity also referred to as 'Compensation'</p>	<p>This is the benefit you receive that places you, as far as possible, in the same financial position that you were in before the loss occurred. We have an option to repair, re-instate, replace or to pay cash.</p>
<p>Insurable interest</p>	<p>You have an insurable interest in property if you will gain a financial benefit from the protection of that property being insured, or if you could suffer a financial disadvantage should the property insured be lost, damaged, or in the case of personal injury insurance, where an insured person is injured. Generally, an insurable interest is established by ownership, legal possession or direct relationship.</p>
<p>Insured event</p>	<p>This is a specific event which directly causes the loss or damage for which you are covered in terms of this policy.</p>

<p>Liability see also 'Held Liable'</p>	<p>This is the legal responsibility one person has to another that is enforceable by law.</p>
<p>Material fact also referred to as 'Material information'</p>	<p>A material fact or material information is any information that will influence our decision:</p> <ol style="list-style-type: none"> whether or not to insure you; or as to the terms and conditions that will be applicable to your policy.
<p>Motor values</p>	<ol style="list-style-type: none"> Retail value (in motor insurance) This is the likely selling price of the vehicle by a motor dealer to a purchaser. This is the possible value that a motor vehicle 'retails' for if you were to buy it from a dealership. The retail price is the closest value to the replacement value or cost of your insured motor vehicle. Trade value (in motor insurance) This is the likely price a dealer would pay for your vehicle when it is traded in. Book value (in motor insurance) <ul style="list-style-type: none"> o If you are buying a vehicle, then the book value is the same as the retail value. o If you are trading in your vehicle, then the book value is the same as the trade value. Market value (relating to motor insurance) The market value is the average between the likely trade and retail values of a vehicle. (trade value + retail value) / 2 = market value Example: <ul style="list-style-type: none"> o A motor dealer can sell a vehicle to a customer for the amount of R300 000 (retail value) o The same vehicle was traded in by its previous owner for R250 000 (trade value) o The market value of the vehicle will therefore be R275 000, as follows: $(R250\ 000\ [\text{trade value}] + R300\ 000\ [\text{retail value}]) / 2 = R275\ 000\ [\text{market value}]$ Market value (relating to property insurance) The same calculation is not applicable to calculating the market value of other movable property, such as furniture or electronic goods. In property insurance, the market value is the amount a willing buyer will offer to a willing seller to buy the property concerned.
<p>No-Claim Bonus / Claim-Free Group</p>	<p>This is a discount on your premium based on your past claims history. If you claim, this may affect your premium discount in the future.</p>
<p>Nominated driver / named driver only</p>	<p>The nominated driver is different to the regular driver of the vehicle. This driver is named and recorded in your policy as the only agreed driver of the insured vehicle. There may be more than one nominated driver. In such a policy if any other person is driving the vehicle, there is no cover. This is a very restrictive type of cover and something you should take note of.</p>
<p>Period of insurance</p>	<p>Notwithstanding the fact that you may have a monthly or quarterly policy, this is the 12 (twelve) month period for which you have cover, beginning with the start date (i.e. inception or annual renewal date) as stated in your schedule, and for which premium has been received.</p>
<p>Permanently unfit for use</p>	<p>Property is permanently unfit for use when it has structural damage and would be impossible or unsafe to repair.</p>
<p>Premium</p>	<p>This is the amount of money you are required to pay and as stipulated in your policy schedule, in return for the insurance benefits (cover) as set out in the policy.</p>
<p>Pro rata premium</p>	<p>This is a portion of the full premium that you must pay if you are only covered for a certain period from the time that the cover starts on the policy.</p>

Proximate cause	<p>This is a direct cause of a loss which has not been interrupted by any other event. We shall only be liable to cover you for insured events that directly cause the loss or damage.</p> <p><i>Example:</i></p> <p><i>A shopkeeper insures his shop windows against loss or damage from any cause except fire.</i></p> <p><i>A fire breaks out at a neighbouring store and people gather at the scene. The shopkeeper's windows are accidentally broken by the bystanders. The damage to the windows was not caused by the fire and therefore the claim will be paid.</i></p>
Regular driver	<p>This is the person named in a motor policy as the person who uses the vehicle the most and may also be known as the usual driver.</p>
Replacement cost or value	<p>The replacement cost or value of an item is the cost to replace that specific item or property.</p> <p>In a motor policy, the replacement cost would be either the retail or the market value of the vehicle.</p>
Reject see also 'Repudiate'	<p>If we reject a claim it means that we have refused to pay the claim or any part of the claim in terms of the policy.</p>
Repudiate see also 'Reject'	<p>If we repudiate a claim it means that we have rejected the claim, which could be for various reasons.</p>
Roadworthy	<p>A vehicle that complies with existing road traffic laws of the country, and is in a fit condition to be used on a public road, is considered to be roadworthy. It is a condition under your motor policy that your motor vehicle must be roadworthy. If your vehicle is not roadworthy, it will negatively affect your cover and claims.</p>
Salvage	<p>Salvage is what is left of a damaged item which has been damaged beyond economical repair or is regarded as a write-off. This damaged item becomes our property after the claim has been paid.</p>
Schedule	<p>A schedule is a document that summarises all your specific insurance information and can also be referred to as a 'certificate of insurance'. It forms part of your insurance policy document and sets out the type of insurance you have bought, the premium amount you have to pay, excesses and / or exceptions, start date, period of insurance, renewal date and other details specific to your policy.</p>
Self-insured	<p>To be self-insured is when you set aside your own money to cover or protect yourself against any loss or damage. This is a conscious, deliberate decision that you make to carry or fund your own losses.</p>
Specific conditions	<p>These are additional conditions that must be in place or complied with by you in order to enjoy the benefits of a specific section of the policy.</p>
Start date	<p>The date from which you are covered under your insurance policy. The start date and the date of commencement of cover can be different dates. You should refer to your policy document to confirm when cover is effective. (This may also be referred to as the 'inception date' / 'effective date' / 'commencement date'.)</p>
Subrogation	<p>Before or after any payment of a claim, we shall at our option be entitled to assume all of your rights of recovery against any person or entity (other than yourself) and you will provide us with all documents and information and do whatever else is necessary to secure such rights.</p>
Sum insured	<p>The sum insured is the maximum amount that we have agreed to pay for insured property in the event of a valid claim.</p> <p>All sums insured are inclusive of Value Added Tax (VAT).</p>

<p>Terms and conditions</p>	<p>The terms and conditions in a policy set out the general and special arrangements, provisions, requirements, legal rules, specifications, and standards that form an integral part of the agreement or contract between us. Your policy document is a very important document and you must ensure that you read and understand the contents of your policy.</p> <p>a) Clauses Clauses are sentences and paragraphs describing the responsibilities of both parties and other terms and conditions that may apply to your policy.</p> <p>b) Conditions Detailed conditions in your policy are requirements that must be in place or complied with by you so that you can enjoy the benefits of the policy.</p> <p>c) Policy term Policy term is a term or clause in a contract. There are different classes of terms in a policy, such as conditions, warranties, exceptions and exclusions, extensions, clauses and provisions.</p> <p>d) Provision A policy provision is a term which may require certain things to be done or not done. If you do not comply with a provision, it may affect your cover, premium or a claim.</p>
<p>Third party</p>	<p>Someone other than yourself who is involved in an insured event / claim.</p>
<p>Total loss cover</p>	<p>Total Loss cover is insurance that provides cover for an item or property only when it is stolen, lost or totally destroyed. This type of policy will not cover you when the items that are damaged can be repaired.</p> <p>Total loss is a condition of real or personal property when it is lost, damaged or destroyed to such an extent that it cannot economically or safely be rebuilt or repaired.</p>
<p>Underinsurance</p>	<p>Underinsurance is when property is insured for less than it would cost to replace the property. When a situation of underinsurance occurs, a valid claim will be subject to Average.</p> <p>If you understate the insured value, you may be paying an incorrect amount of premium and therefore may be underinsured. Should you then have a claim, the payment will be calculated in proportion to the actual sum insured and the actual value at risk at the time of loss or damage. Your claim pay-out will be adjusted accordingly.</p>
<p>Uneconomical to repair</p>	<p>This refers to a situation where it is possible to safely repair damaged property, but the cost of doing the repairs is more than the value of the property, less its expected salvage value. We may in such a situation not consider it financially worthwhile to repair the property concerned and therefore the damaged property will be a 'write-off' or 'written off'.</p>
<p>Unattended</p>	<p>If premises are unattended at regular intervals or for an extended period of time, they pose a higher risk of theft and / or damage, and therefore will result in a higher premium being charged and / or excess being applicable in the event of a claim, or the claim may even be rejected.</p> <p>Insofar as vehicles are concerned, 'unattended vehicle' refers to a vehicle without any occupants.</p>
<p>Vacant</p>	<p>When a property is considered vacant, it means that nobody lives in or uses the building, or that someone uses the building without your permission. In insurance this is different to the meaning of the word 'unattended'.</p>
<p>Wear and tear</p>	<p>Means gradual deterioration as a result of normal usage or the passage of time or lack of maintenance. It includes the gradual influence of light and weather conditions.</p>
<p>Write-off</p>	<p>When an item or property is so badly damaged that it cannot be repaired, or it is unsafe or uneconomical to repair it, it is then considered to be a total loss / write-off.</p>