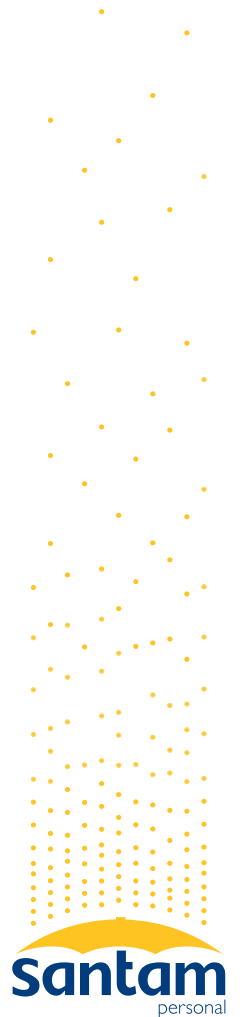


# PERSONAL POLICY

Life is full of surprises. But your insurance policy shouldn't be.  
That's why, when it comes to insuring what is most important  
to you, we don't leave anything up to chance. No doubt about it.  
Because that's what insurance should be — certainty in uncertain times.  
**Santam. Insurance good and proper.**





# CONTENTS

## GENERAL

General Terms and Conditions	1
General Exclusions	6
SASRIA SOC LIMITED	7

## PART 1: PROPERTY INSURANCE

House Contents	8
All Risks	13
Buildings	16
Vehicles	21
Watercraft	29

## PART 2: LIABILITY AND LEGAL ACCESS INSURANCE

Personal Legal Liability	33
Extended Personal Legal Liability	36
Vehicle Liability	39
Watercraft Liability	42
Legal Costs and Legal Expenses	44

## PART 3: FAMILY PROTECTION PLAN

Personal Accident	47
Death Benefit Plan	50
Hospital Benefit Plan	52

# GENERAL

## GENERAL TERMS AND CONDITIONS

Cover under this policy is provided subject to the following General Terms and Conditions.

### 1. Basis of this policy

This policy, the *Schedule*, our correspondence to *you*, your application for insurance and any statement, written or spoken, made by *you*, or on *your* behalf, forms the contract between *us* and *you*.

### 2. Cover provided by this policy

- 2.1 We will provide cover under this policy only if we have received *your* premium in terms of General Terms and Conditions 4 below.
- 2.2 This policy does not cover an insured event or *section* if either the insured amount or the limit of compensation shown in the *Schedule*:
- has no monetary amount next to it or is left blank; or
  - is shown as nil; or
  - is shown as “not applicable”.
- 2.3 We will not compensate *you* under more than one *section* of this policy for loss or damage if the loss or damage is covered by more than one *section*. The General Terms and Conditions 2.3 does not apply to the All Risks and the Extended Personal Legal Liability *sections*.

### 3. Period of this policy

The period of this policy is initially the period from the start date of this policy, as shown on the *Schedule*, to the last day of the calendar month in which the start date occurs. After that, the period of this policy will be one calendar month.

### 4. Payment of premium

*You* can choose to pay *your* premium in one of three ways:

- monthly by debit order;
- yearly by debit order;
- yearly in cash.

#### 4.1 Monthly debit order payment

*You* must pay *your* premium every month by debit order before the beginning of the month to which cover applies. We will present *your* debit order to *your* paying agent on the date shown in the *Schedule*. *Your* paying agent is usually *your* bank.

If we do not receive *your* premium by the date shown in the *Schedule*:

- 4.1.1 because *you* have instructed *your* paying agent not to honour the debit order, all cover under this policy will end on the last day of the month for which *we* have received *your* premium;
- 4.1.2 for any reason other than that mentioned in 4.1.1 above, *we* will present *your* debit order again and collect it with *your* debit order for the next month. If only one debit order is paid, *we* will use the money to clear the oldest outstanding premium. *You* will, therefore, still owe *us* the outstanding premium. If *we* cannot collect at least one debit order, this policy will end on the last day of the month for which *we* have received *your* premium.

#### 4.2 Yearly debit order payment

*You* must pay *your* premium every year by debit order before the beginning of the year to which cover applies. The year need not begin in January — it can begin in any month of the year. *We* will present *your* debit order to *your* paying agent on the date shown in the *Schedule*.

If we do not receive *your* premium by the date shown in the *Schedule*:

- 4.2.1 because *you* have instructed *your* paying agent not to honour the debit order, all cover under this policy will end on the last day of the yearly period for which *we* have received *your* premium;
- 4.2.2 for any reason other than that mentioned in 4.2.1 above, *we* will present *your* debit order again and collect it no later than 30 days from the first collection. If *we* cannot collect this debit order, this policy will end on the last day of the yearly period for which *we* have received *your* premium.

#### 4.3 Yearly payment in cash

If *you* choose to pay *your* premium yearly in cash, *you* must pay the premium to *us* by the start date or the *renewal date*. If *we* do not receive *your* premium within 30 days from the start date or *renewal date*, this policy will end on the last day of the yearly period for which *we* have received *your* premium.

## 5. Duty of care

*You* must take all reasonable precautions and all reasonable care to prevent or minimise loss, damage, death, injury or liability.

## 6. Changes to this policy

*We* may make changes to this policy by giving *you* 30 days' written notice of the changes at *your* postal address as shown on the *Schedule*.

## 7. Cancellations

- 7.1 *You* may cancel this policy or any *section* at any time.
- 7.2 *We* may cancel this policy, any *section*, or part of it by giving *you* 30 days' written notice of the cancellation at *your* postal address as shown on the *Schedule*.

## 8. Your rights

*You* (in this paragraph meaning the names set out in the *Schedule*) may not cede or assign *your* rights or obligations to another person. No other person may make a *claim* against *us*.

## 9. Claims

### 9.1 Claims preparation costs

*We* will compensate *you* for costs *you* incur in producing and certifying any details that *we* may require in terms of General Terms and Conditions 9.3.2 to enable *us* to process any *claims*.

This compensation is limited to the amount of **R1 000**.

## 9.2 **Claim settlement basis**

We may decide to compensate *you* by any one or more of the following methods:

- 9.2.1 repairing;
- 9.2.2 replacing;
- 9.2.3 paying cash; or
- 9.2.4 any combination of these.

*Our* compensation is limited to the amount shown in the *Schedule*, less any excess shown in the *Schedule*.

If we replace or repair, we will not be obliged to do so exactly, but only as circumstances reasonably allow. If we repair or replace any loss or damage, we may use any supplier or repairer of *our* choice.

Before we finalise or settle any *claim*, we may require *you* to sign an agreement of loss.

## 9.3 **Claim procedure**

- 9.3.1 *You* must tell *us* as soon as possible of any event that may result in a *claim*, and advise *us* of any other policy which may cover the same event.
- 9.3.2 *You* must give *us* full details of the event within 30 days after it has occurred, as well as all documents which we may reasonably require.
- 9.3.3 *You* must immediately inform *us* in writing if *you* become aware of any possible prosecution, legal proceedings or *claim* against *you* following an event.
- 9.3.4 *You* must immediately report to the police any event where theft or any other criminal act is involved.
- 9.3.5 *You* may not without *our* written consent admit liability, offer, promise or pay in respect of any event that may result in a *claim*.

## 9.4 **Our rights after an event which may lead to a claim**

- 9.4.1 *You* must allow *us* to enter the premises where the event took place and take possession of any damaged property insured by this policy and deal with it in a manner we consider reasonable. *You* may not abandon any property to *us*, whether we have taken possession of it or not.
- 9.4.2 *You* must supply all information and assistance that we reasonably require and we may take over the recovery, defence or settlement of a *claim* and conduct it in *your* name.
- 9.4.3 We may, at any time, relinquish control of any defence, settlement or proceedings and pay *you* the full amount of *our* liability, or any lesser amount for which the *claim* can be settled. If we do so, we will be discharged from all further liability.
- 9.4.4 If this policy provides insurance to *you* and any other person, we may give any compensation to the other person. This payment will discharge *us* from any further liability.

## 9.5 **Fraudulent or wilful acts**

*You* will lose all rights to *claim* under this policy if:

- 9.5.1 a *claim* is fraudulent or if *you* or anyone acting on *your* behalf uses any fraudulent means to obtain any benefit under this policy; or
- 9.5.2 a *claim* occurs due to a deliberate, or wilful, or intentional act committed by *you* or with *your* involvement or anyone acting on *your* behalf; or
- 9.5.3 information or documents in support of a *claim*, whether created by *you* or on *your* behalf, is not true, is not complete or is fraudulent; or
- 9.5.4 the quantum of a *claim* is deliberately exaggerated by *you* or anyone acting on *your* behalf.

## 9.6 **Time limits**

- 9.6.1 If we reject *your claim* or dispute the amount of *your claim*, which decision was communicated to *you* in writing, *you* may within 90 days from the date of *our* communication make written representation to *us*.

- 9.6.2 If we still reject *your claim* or dispute the amount of *your claim* despite *your* written representation, *you* may institute legal proceedings against *us* within six months from the date we communicate to *you* the rejection of *your* written representation.
- 9.6.3 We are not liable after 12 months from the date of the event that gives rise to a *claim*, unless the *claim* is:
- the subject of pending court action or arbitration; or
  - for amounts for which *you* may become legally liable.

**9.7 No premium refund if maximum insured amount or limit of compensation is settled for any *claim***

If we compensate *you* for a *claim* for the maximum insured amount or limit of compensation payable for an event or item, we will not refund any premium for the remainder of the period of *your* insurance for that event or item.

## 10. Other insurance

If a *claim* is payable under this policy and under any other policy, we will only pay *our* proportional share of the *claim*.

## 11. Information that affects the risk

We may declare the whole or any part of this policy invalid if *you*:

- have not given *us* all the details that affect the risk; or
- have misrepresented or misdescribed any details that affect the risk

*You* must advise *us* immediately of any change in the risk. Should there have been any material change in the risk, then we may amend the cover and premium from the date of the change.

If *you* do not inform *us* of any material change in the risk, we will be entitled to avoid the policy or reject any *claim* that occurred after the change in the risk.

For this General Term and Condition, the term “*you*” includes any person acting on *your* behalf.

## 12. Reinstatement of the insured amounts or limits of compensation

The insured amounts or limit of compensation shown in the *Schedule* of this policy will not be reduced by the amount of any *claim* unless stated otherwise.

## 13. Excess

*Our* compensation is limited to the amount shown in the *Schedule*, less any excess. The “excess” is the amount *you* must pay before we settle any *claim*. The *Schedule* of this policy will show whether an excess applies.

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

## 14. Jurisdiction

This policy is subject to the jurisdiction of the courts of the Republic of South Africa and Namibia (which ever court applies). South African law or Namibian law will apply (as the case may be).

## 15. Sharing of insurance information and *your* authorisation to *us*

### 15.1 Sharing of information

- 15.1.1 To combat insurance fraud and to determine and properly evaluate risks, the South African Insurance Association (SAIA) has created a shared database for storing insurance information of policyholders. We will store *your* information in the shared database to verify any underwriting information against legally recognised sources or databases.

15.1.2 Fighting insurance fraud will benefit *you*, because fraud has an enormous effect on the short-term insurance industry. It affects the evaluation and determination of risks by insurers, and it affects *you* directly as it leads to higher premiums. *We* are serious about combating fraud and the fair evaluation of risks, because *we* want to keep *your* premium as fair and competitive as possible.

## 15.2 Your right to privacy

*Your* right to privacy is a fundamental right that is included in The Constitution of the Republic of South Africa, 1996. This right is, however, restricted in certain circumstances. These circumstances include cases where the parties disclosing information and the parties who are privy to it have a legal interest in that information. This means that 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.

## 15.3 Your authorisation to us

- 15.3.1 *You* acknowledge that the sharing of information for underwriting and *claims* purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly, and to reduce the incidence of fraudulent *claims*. This will contribute to keeping premiums as low as possible.
- 15.3.2 On *your* behalf and on behalf of any person who *you* represent, *you* waive *your* rights to privacy for any underwriting and *claims* information for any insurance policy or *claim* made by *you* or on *your* behalf.
- 15.3.3 *You* consent to such information being stored in the shared database and used as set out above.
- 15.3.4 *You* consent to such information being given to any insurer or its agent.
- 15.3.5 *You* consent to any underwriting information being verified against and shared with legally recognised sources or databases.

## 16. A person who deals on *your* behalf

*You* give up *your* right to receive compensation if a person who deals on *your* behalf does not comply with the terms and conditions of General Terms and Conditions for the event or *claim*.

## 17. Amendments to conform to law

*You* and *we* agree that any terms or conditions of this policy that are against any law will be amended to conform to such law.

## 18. Reference to singular and plural

In this policy, references to the singular include the plural and references to the plural include the singular.

## 19. Average

If, according to *our* calculations, the amount needed to replace all *your* insured property with similar new property at the time of any loss or damage, is more than the insured amount, *we* will not pay *you* the full amount of the loss or damage. *You* will be *your* own insurer for the difference between the insured amount and the amount needed to replace all the insured property. Therefore, *you* will be responsible for a proportional share of the loss or damage.

Let *us* assume *you* are insured for R1 000 000, but the replacement value of *your* property is R 2 000 000. This means *you* are only insured for half of the replacement value. *You* must cover the other half. For example, if *you* suffer damage to the value of R200 000, *we* will only pay half of this amount, which is R100 000, which will be calculated as follows:

Insured for	R1 000 000
Replacement value	R2 000 000
<i>Claim</i>	R 200 000

Calculation: Underinsurance  $\frac{R200\,000}{1}$  x  $\frac{R\,1\,000\,000}{R\,2\,000\,000}$

We will only pay you R100 000.

This condition applies separately to each item in the *Schedule*.

Average will apply to property insured under the Contents, Buildings and Watercraft *sections* of this policy.

## 20. Words in italics

Words in italics, whenever appearing in this policy, mean that such word has a special meaning attached to it and is defined under definitions of this policy.

## GENERAL EXCLUSIONS

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to any of the following:

### 1. Riots, wars, political acts, public disorder, terrorism or any attempted acts of this kind

- 1.1 Civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the above.
- 1.2 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war.
- 1.3 Mutiny, military rising 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.
- 1.4 Any act (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.
- 1.5 Any act 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.
- 1.6 Any attempt to perform any act referred to in General Exclusions 1.4 or 1.5 above.
- 1.7 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 the General Exclusions 1.1 to 1.6 above.
- 1.8 Any act of terrorism. An act of terrorism means the use or threat of violence for political, religious, personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.

### 2. Incidents that happen for which the associated damage is covered by legislation

Any event for which a fund has been established under the War Damage Insurance and Compensation Act (Act 85 of 1976) of the Republic of South Africa or any similar act operative in any of the countries to which this policy applies.



### 3. Nuclear substances

Nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission.

### 4. Nationalisation

Nationalisation, confiscation, commandeering, requisition, wilful destruction, forfeiture, attachment, impounding, seizure or preservation or any similar actions or processes by any court order, customs officials, police, crime prevention units, or lawfully constituted authority or officials.

### 5. Liability by agreement

Any liability which *you* have because of an agreement *you* have entered into, unless *you* would have been liable if the agreement did not exist.

### 6. Indirect loss

Consequential or indirect loss.

If we state that a *claim* is not covered because of 1 to 6 above, *you* must prove the contrary.

## SASRIA SOC

SASRIA SOC Limited provides cover if shown in the *Schedule* of this policy, for all sections of this policy covering *your* insured property.

SASRIA SOC covers *you* for any accidental or intentional damage to *your* insured property caused by any person or group of people taking part in riot, strike, lock-out, public disorder, civil commotion or committing any act which has a political, social or economic aim, objective or cause, or in protest against any state or government. This cover is limited to events in the Republic of South Africa only.

For a full description of cover and exclusions see SASRIA SOC master policy which is available on request from us.

## GENERAL DEFINITIONS

These definitions apply throughout this policy unless shown differently in any particular section.

" <i>you/your/yours</i> "	— means the names shown in the <i>Schedule</i> .
" <i>us/our/we</i> "	— means Santam Limited.
" <i>renewal period</i> "	— means a period of 12 consecutive months as shown in the <i>Schedule</i> .
" <i>renewal date</i> "	— means the first day of a period of 12 consecutive months as shown in the <i>Schedule</i> .
" <i>claim/claims</i> "	— means any request for compensation (indemnity), whether or not any amounts have been established for the <i>claim</i> .
" <i>Schedule</i> "	— means the annexure forming part of this policy.
" <i>section/sections</i> "	— means the various section(s) of this policy.

# PART 1: PROPERTY INSURANCE

# HOUSE CONTENTS

## BASIC COVER

### 1. Property insured

In this *section*, insured property is property that belongs to *you* or for which *you* are responsible as shown on the *Schedule*.

It includes:

- household contents;
- personal property (including office and home-industry equipment belonging to *you* in *your* private capacity);
- fixtures and fittings that belong to *you* as the *tenant*, not the owner, of the *private residence*.

### 2. *Your insured property while inside your private residence and outbuildings*

2.1 We will compensate *you* for loss or damage to *your* insured property while the insured property is inside *your private residence* and *outbuildings*.

*Our* compensation is limited to the amount for the item, shown in the *Schedule*.

2.2 Loss or damage from *theft* or attempted *theft* from any *outbuilding* on *your premises* is limited to the amount of **R5 000** unless it is accompanied by burglary.

### 3. *Your insured property while not inside your private residence*

We will compensate *you* for loss or damage to *your* insured property caused by

3.1 any event while the insured property is:

- inside a building where *you* live temporarily;
- temporarily inside the residential section of any occupied private home;
- deposited for safe-keeping at any hotel, guest house, club, bank, safe deposit or registered furniture storehouse;
- on the *premises* of *your private residence*, up to the amount of **R5 000**. If *you* are a *tenant* of the *private residence*, *your* satellite dish installed on the *premises* or buildings is covered for the full replacement value;
- inside the building of a business for the purpose of making up, altering, renovating, repair, cleaning or dyeing. However *theft* or attempted *theft* must be accompanied by *burglary*;
- inside a building of any office, business or trade where *you* are employed. However, *theft* or attempted *theft* must be accompanied by *burglary*;

- 3.2 fire, lightning or explosion while being transported or temporarily in other places than those mentioned above;
- 3.3 *theft* while being transported, or to or from any bank or safe deposit facility;
- 3.4 *theft* in the conveying vehicle while *you* are in the process of permanently moving to a different risk address, or *your* insured property is being transported to or from any registered furniture storehouse.

## EXTENDED BASIC COVER

### 1. Rent

We will compensate *you* for the rent *you* must pay, or the reasonable extra expenses *you* incur, for similar alternative accommodation if *your private residence* is not fit to live in because of an event covered in this section.

- 1.1 This cover will only apply for the period reasonably required to make *your private residence* suitable to live in again, but is limited to a maximum period of 12 months.
- 1.2 If "Rent" of the Buildings section applies to the same insured event, we will compensate *you* under one of the relevant sections only.

Our compensation is limited to 20% of the insured amount for the insured property shown in the *Schedule*.

### 2. Extinguishing charges

We will compensate *you* for the reasonable costs charged by any authorised body for extinguishing a fire to prevent or reduce loss or damage to *your* insured property.

### 3. Temporary increase of the insured amount

We will temporarily increase the insured amount each year for the period 15 December to 31 January. The percentage of the increase is 10% of the insured amount shown in the *Schedule*.

## OPTIONAL COVER

If a heading below is shown in the *Schedule*, we will cover *you* as shown under that heading. If the heading is not shown, *you* do not have that optional cover.

### 1. Stock-in-trade of *your* home industry

We will compensate *you* for loss or damage to stock-in-trade of *your* home industry run from *your premises*, caused by an insured event at *your premises*.

Our compensation is limited to the amount shown in the *Schedule*.

### 2. Subsidence or landslip

We will compensate *you* for loss of or damage to *your* insured property caused by subsidence or landslip or both.

However, we will not cover loss or damage following:

- 2.1 the faulty design or construction of any building;
- 2.2 the removal or weakening of supports of any building;
- 2.3 structural alterations, additions or repairs;
- 2.4 excavations above or below ground, except excavations performed during mining operations.

If we require it, *you* must prove that the loss or damage being *claimed* for was caused by subsidence or landslip, or both.

# TERMS AND CONDITIONS

## 1. Insured amount, basis of indemnity and limit of compensation

The insured amount for the property insured, as shown in the *Schedule*, must throughout the period of this policy represent the current replacement value of similar new property.

Payments under Extended basic covers 1 "Rent" and 2 "Extinguishing charges" are additional to the insured amount for Basic cover.

The basis of indemnity for the loss of or damage to the insured property, or part of it, will be the current replacement value of similar new property, limited to the insured amount as shown in the *Schedule*.

For a single *claim* or series of *claims* arising from a single event, we give compensation either:

- limited to the insured amount shown in the *Schedule*; or
- limited to the amount shown under Basic cover.

## 2. Inflation protection

The insured amount for the insured property will increase each month to cater for the effect of inflation, according to the percentage that we apply at the *renewal date*. However, the *Schedule* will not reflect this monthly increase. No extra premium will be charged during the period of the policy, but the premium will be recalculated each year on the *renewal date* as shown in the *Schedule*.

## 3. Average

Average will apply if the insured amount for the insured property is less than the total value of the entire insured property. Reference on how average is applied is shown in General Term and Condition 19 above.

## 4. Valuable articles

We will only compensate *you* for loss of or damage to furs, jewels, jewellery, gemstones, watches and articles made of platinum, gold or silver up to one third of the insured amount for the contents of *your private residence*.

## 5. Security measures

### 5.1 Burglar bars

If we require burglar bars, as described in the *Schedule*, we will compensate *you* for *theft* or *burglary* only if:

- 5.1.1 the required burglar bars are fitted;
- 5.1.2 the required burglar bars have not been removed without *our* permission.

### 5.2 Security gates

If we require security gates, as described in the *Schedule*, we will compensate *you* for *theft* or *burglary* only if:

- 5.2.1 the required security gates are fitted;
- 5.2.2 the required security gates are locked when *you* or any person *you* have authorised to look after *your private residence* leaves *your private residence* unattended;
- 5.2.3 the required security gates have not been removed without *our* permission;

### 5.3 Alarm system

If we require an alarm system, as described in the *Schedule*, we will compensate *you* for *theft* and *burglary* only if:

- 5.3.1 the required alarm system is installed;

- 5.3.2 the required alarm system is in working order;
- 5.3.3 none of the “passive infrared motion detectors” of the required alarm system are obstructed or bypassed;
- 5.3.4 *your private residence* and *your outbuildings* are left unattended and the required alarm system has been set by *you* or any person *you* have authorised to look after *your private residence* and *outbuildings*, or  
*your private residence*, but not *your outbuildings*, is left unattended and the required alarm system has been set by *you* or any person *you* have authorised to look after *your private residence*; and
- 5.3.5 the required alarm system has not been removed without *our* permission.

## NOT COVERED BY THIS SECTION

The following are not covered, unless specifically shown otherwise in the *Schedule*:

1. property that is more specifically insured, in this or any other policy, other than for any amount more than the specified insured amount;
2. loss or damage arising from *claims* occurring outside the *countries* set out in this policy;
3. property, whether it is processed or not, obtained with the purpose of disposing of it in a business transaction;
4. *money*, securities for *money*, deeds, bonds, bills of exchange, promissory notes, negotiable and other documents, stamps, manuscripts, rare books, medals and coins;
5. vehicles, watercraft (excluding surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurf boards, sailboards and model boats), aircraft, other aerial devices (excluding model aircraft), and all tools, spare parts and accessories of these vehicles, aircraft or watercraft that are on, in or attached to it;
6. animals;
7. loss or damage from or relating to any exchange, cash or credit sale agreement, including *theft* under false pretence and fraud;
8. loss or damage to property in a structure which is not completely roofed;
9. the cost of reproduction or repair of data of any kind;
10. loss, damage or breakage covered by a manufacturer’s purchase agreement, guarantee or service contract.
11. loss or damage caused by or comprising:
  - 11.1 alteration, construction, cleaning, renovation, repair, restoration or a similar process;
  - 11.2 rot, rising damp, a rise in the water table except as a result of a storm, fungus, mould, infestation, insects or vermin;
  - 11.3 wear and tear, rust, mildew, corrosion and decay or other gradually operating causes;
12. loss or damage to tools, gardening implements garden furniture or automatic swimming pool apparatus;
13. unless stated otherwise in this section, loss or damage to the property caused by or made worse by subsidence or landslip regardless that the initial event was storm, wind, water, hail or snow.

## DEFINITIONS

- “*you/your*” – means the names shown in the *Schedule*, including your spouse and any other members of your family or your spouse’s family who normally live with you.
- “*private residence*” – means the building of *your* home of which the wall and roof construction and *risk address* is shown in the *Schedule*.
- “*outbuilding/ outbuildings*” – means the domestic rooms, private garages and private outbuildings which do not interlead with the *private residence* and are situated at and used in relation to *your private residence* at the *risk address*.
- “*premises*” – means the land on which *your private residence* and any *outbuildings* are situated.
- “*risk address*” – means the address of the *premises* on which *your private residence* and *outbuilding(s)* are situated.
- “*money*” – means cash, cheques, traveller’s cheques, postal orders, money orders, travel and other tickets, gift vouchers/cards and current postage stamps.
- “*countries*” – means the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi and Mozambique.
- “*burglary*” – means the unlawful taking of another person’s property with the intention to deprive them of permanent ownership when it is accompanied by breaking into or out of a building by actual, visible, forcible and violent means.
- “*theft*” – means the unlawful taking of another person’s property with the intention to deprive them of permanent ownership when it is not accompanied by breaking into or out of a building by actual, visible and forcible means.
- “*tenant*” – means someone, other than *you*, who is allowed to occupy *your private residence* in terms of a written contract, but does not include a paying guest, boarder or lodger.

# ALL RISKS

## OPTIONAL COVER

If any of the Optional covers of this *section* are shown in the *Schedule*, *your* property is covered up to the limit of the insured amount shown thereunder.

### 1. Clothing and personal effects

We will insure loss of or damage to:

- clothing and personal effects normally worn or carried by or on a person;
- personal sporting equipment normally worn or used by a person.

*Our* compensation is limited to the amount of **R1 000 or 20%** of the insured amount (whichever is the greater), shown in the *Schedule* for any one article, pair or set.

### 2. Property specified in the *Schedule*

The property listed under the headings below will not be covered under Optional cover 1 above "Clothing and personal effects".

We will only cover this property if it is specifically insured in this *section*. This means that the property must be shown in the *Schedule* under "All Risks". If it is not shown in the *Schedule* under "All Risks", it is not insured.

#### 2.1 Personal documents, stamp or coin collections

We will compensate *you* for:

- the current catalogue or pricelist value of a single stamp or coin, or a single set of stamps or coins that is lost or damaged;
- the value of the materials and the cost of labour to replace lost or damaged personal documents, including personal deeds, wills, agreements, maps, plans, records, books, letters and certificates. We will not compensate *you* if these documents are negotiable instruments or share certificates.

#### 2.2 Transport of groceries and household goods

We will compensate *you* for loss of or damage to groceries and household goods while *you* transport these by any vehicle to *your* private residence.

#### 2.3 Keys, locks and remote control units

We will compensate *you* for accidental loss of or damage to keys (including related locks which must be replaced due to the loss or damage), locks, access cards and remote-control units used in connection with *your* private residence, vehicles or watercraft.

We will also compensate *you* for the reasonable costs *you* incur for calling out a locksmith due to an emergency caused by such loss or damage.

#### 2.4 Bicycles or wheelchairs

We will compensate *you* for loss of or damage to a bicycle or wheelchair as shown in the *Schedule*, and its accessories.

#### 2.5 Mobile communication devices (including mechanical, electrical or electronic breakdown)

We will compensate *you* for loss of or damage to *mobile communication devices* as shown in the *Schedule* and its accessories.

#### 2.6 Audiovisual equipment (including mechanical, electrical or electronic breakdown)

We will compensate *you* for loss of or damage to *audiovisual equipment* as shown in the *Schedule*. Television aerials and satellite dishes are included.

#### 2.7 Computing equipment and accessories (including mechanical, electrical or electronic breakdown)

We will compensate *you* for loss of or damage to *computing equipment and accessories*, including standard software generally available in retail stores, as shown in the *Schedule*.

#### 2.8 Items in a bank vault

We will compensate *you* for loss of or damage to items shown in the *Schedule* which are kept in a vault of a registered bank.

#### 2.9 Other specified articles

We will compensate *you* for loss of or damage to any other specified articles shown in the *Schedule*.

## TERMS AND CONDITIONS

### 1. Basis of indemnity

The basis of indemnity for the loss of or damage to the insured property, or part of it, will be the current replacement value of similar new property, limited to the insured amount as shown in the *Schedule*.

### 2. Pairs or sets

If an article that is lost or damaged was part of a pair or a set, we will not compensate *you* for more than the article's value proportionate to the total value of the pair or set.

## NOT COVERED BY THIS SECTION

The following are not covered:

1. *theft* from any vehicle which is left unattended and where the items were not in the locked luggage compartment or locked interior of the vehicle;
2. anything covered by any guarantee, service contract, purchase contract or any purchase agreement of any type;
3. property, whether it will be processed or not, obtained with the purpose to dispose of it in a business transaction (for example, to sell it);
4. vehicles and all tools, spare parts and accessories related and attached thereto;
5. watercraft and all tools, spare parts and accessories related and attached thereto, other than surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurf boards, sailboards and model boats if specified under this section;
6. aircraft or other aerial devices and all tools, spare parts and accessories related and attached thereto;
7. depreciation;



8. gradual causes (such as wear and tear, rust, mildew, corrosion, decay);
9. loss or damage:
  - 9.1 caused by household pests (such as rodents, ants and moths);
  - 9.2 caused by cleaning, repairing or restoring;
  - 9.3 such as mechanical, electrical or electronic breakdown. However, if specifically shown in the *Schedule*, we will cover mechanical, electrical or electronic breakdown of *mobile communication devices, audiovisual equipment, computing equipment and accessories*;
  - 9.4 from or in connection with any exchange, cash or credit sale agreement, including *theft* under false pretence and fraud;
  - 9.5 due to electronic viruses, trojans, worms or similar destructive media interferences;
  - 9.6 of glass, glassware or any fragile article due to cracking or scratching unless caused by *theft* or fire. Jewellery, cameras, television or data-reproduction tubes or screens are not excluded.

## DEFINITIONS

- “*you/your*” — means the names shown in the *Schedule*, including *your* spouse and any other members of your family or your spouse’s family who normally live with you.
- “*mobile communication devices*” — means portable electronic items, used for mobile communication, including all accessories (e.g. cellular phones, satellite navigation system receivers [GPS’s]).
- “*audiovisual equipment*” — means recording and reproduction equipment used for capturing, recording, processing, storing, transmitting and reconstructing images or sounds, including all accessories; (e.g. cameras, binoculars, TV’s, decoders, portable DVD players, iPods, MP3 and MP4 players).
- “*computing equipment and accessories*” — means electronic devices or machines that manipulate data according to a list of instructions and have the ability to store and execute programs, consisting of hardware and supported by software (e.g. laptops, notebooks).

# BUILDINGS

## BASIC COVER

### 1. Property insured

Your property insured is the *private residential structures* of your home. The *Schedule* gives its *risk address* and wall and roof construction. It includes all fixtures and fittings that belong to *you* as the owner or that *you* are responsible for as the owner. It does not include any fixtures and fittings that belong to a *tenant* or for which a *tenant* is responsible.

### 2. Insured events

We cover loss or damage caused by:

- 2.1 fire, lightning and explosion;
- 2.2 storm, wind, water, hail or snow. We will not cover the following:
  - 2.2.1 loss or damage caused by any process that uses or applies water;
  - 2.2.2 loss or damage caused by wear and tear;
  - 2.2.3 loss or damage caused by gradual deterioration;
- 2.3 earthquake;
- 2.4 bursting of water tanks, apparatus or pipes (including the damage to them);
- 2.5 impact with the *private residential structures* by animals, vehicles, aircraft or aerial devices or other objects falling from them, or falling trees;
- 2.6 collapse or breakage of aerial systems and satellite dishes (including the damage to them);
- 2.7 *theft* or attempted *theft*. *Theft* or attempted *theft* must be accompanied by *burglary* if the *private residential structures* or any part of it are unoccupied, lent, let or sublet.
- 2.8 *burglary* or attempted *burglary*;
- 2.9 accidental leakage of oil from oil heaters;
- 2.10 malicious damage.

## EXTENDED BASIC COVER

### 1. Professional fees and demolition costs

We will compensate *you* for the necessary costs that *you* incur relating to a valid *claim* for demolition and clearing, erection of hoardings, municipal scrutiny of plans, or the fees and costs of architects, quantity surveyors and consulting engineers.

## 2. Extinguishing charges

We will compensate *you* for the reasonable costs that an authorised body charges for extinguishing a fire to prevent or reduce loss or damage to *your* insured property.

## 3. Rent

We will compensate *you* for the rent payable to *you* or the reasonable extra expenses for similar alternative accommodation if *your private residence* is not fit to live in because of an insured event.

- 3.1 This cover is only valid for the period reasonably required to make *your private residence* suitable to live in, but is limited to a maximum period of 12 months only.
- 3.2 Our compensation is **limited to 20%** of the insured amount for *your private residential structures* shown in the *Schedule*.
- 3.3 If "Rent" of the House Contents *section* applies to the same insured event, we will compensate *you* under one of the relevant *sections* only.

## 4. Mirrors and certain glass

We will compensate *you* for the cost of replacing accidentally broken fixed glass, mirrors or sanitaryware that forms part of *your private residential structures*.

This cover excludes chipping, scratching and disfiguration to these items.

## 5. Public supply or mains connections

We will compensate *you* for accidental damage to, and the fair and reasonable cost of repairing or replacing, water, sewerage, gas, electricity and telephone connections between the public supply and *your private residential structures*. This will only apply if the connections belong to *you* or are *your* responsibility.

## 6. Damage to gardens

We will compensate *you* for damage to trees, shrubs, plants and sprinkle irrigation systems at *your risk address* caused by:

- fire or explosion;
- a vehicle or aircraft;
- any person responding to a fire or explosion at *your private residential structures*.

Our compensation is limited to the amount of **R5 000**.

## 7. Subsidence and landslip

We will compensate *you* for loss or damage caused by subsidence or landslip. However, we do not cover loss or damage:

- 7.1 to drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates and fences, driveways, paving, swimming pool borders or tennis courts;
- 7.2 caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types;
- 7.3 caused or made worse by faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any building;
- 7.4 caused by structural alterations, additions or repairs;
- 7.5 caused by surface or subterranean excavations other than those performed in the course of mining operations;
- 7.6 caused by normal settlement, shrinkage or expansion of the building.

If we require it, *you* must prove that the loss or damage being claimed for was caused by subsidence or landslip.

## OPTIONAL COVER

If a heading below is shown in the *Schedule*, we will cover you as shown under that heading. If the heading is not shown, you do not have that optional cover.

### 1. Accidental damage to fixed machinery

We will compensate you for sudden and unexpected damage to *fixed machinery* installed at *your risk address*. The *fixed machinery* must be for domestic use only.

We will not cover:

- 1.1 depreciation;
- 1.2 gradual causes (such as wear and tear, rust, mildew, corrosion, decay);
- 1.3 loss or damage:
  - 1.3.1 to windmills;
  - 1.3.2 caused by household pests (such as rodents, ants and moths);
  - 1.3.3 caused by cleaning, repairing or restoring by any manner or method;
  - 1.3.4 to any data or telecommunication equipment or apparatus;
  - 1.3.5 if covered by a manufacturer's guarantee, purchase agreement or service contract.

Our compensation is limited to the amount shown in the *Schedule*.

### 2. Subsidence or landslip

We will compensate you for loss or damage to the *private residential structures* caused by subsidence or landslip, or both.

However, we will not cover loss or damage:

- 2.1 to drains, water courses, boundary walls, garden walls, retaining walls, gate posts, gates and fences;
- 2.2 caused or made worse by faulty design;
- 2.3 caused by the removal or weakening of support to any *private residential structures*;
- 2.4 caused by structural alterations, additions or repairs;
- 2.5 caused by surface or subterranean excavations except those performed during mining operations;

If we require it, you must prove that the loss or damage being claimed for was caused by subsidence or landslip.

## TERMS AND CONDITIONS

### 1. Insured amount, basis of indemnity and limit of compensation

The insured amount for the property insured, as shown in the *Schedule*, must throughout the period of this policy represent the current replacement value of similar new property.

Payments under Extended basic covers 1 "Professional fees and demolition costs", 2 "Extinguishing charges", 3 "Rent", 4 "Mirrors and certain glass", 5 "Public supply or mains connections", and 6 "Damage to gardens" are additional to the insured amount for Basic cover.

The basis of indemnity for the loss of or damage to the insured property, or part of it, will be the current replacement value of similar new property, limited to the insured amount as shown in the *Schedule*.

For a single *claim* or series of *claims* arising from a single event, we give compensation either:

- limited to the insured amount shown in the *Schedule*; or
- limited to the amount shown under Basic cover.

## 2. Average

Average will apply if the insured amount for the insured property is less than the total value of the entire insured property. Reference on how average is applied is shown in General Term and Condition 19 above.

## 3. Interests of others

If the interest of any bank or any other financial institution has been noted in the *Schedule* as having an interest in the insured property *you* agree that *we* may pay that financial institution to the extent of their interest in the insured property, namely the amount which is owing to the bank or the financial institution or the amount shown in the *Schedule* for Buildings, whichever is the lesser.

If *you* act or omit to act in a way that may make this policy invalid, the interest of the bank or financial institution will not be affected if the bank or financial institution did not know that *you* acted or omitted to act in a way that may have made this insurance invalid;

## NOT COVERED BY THIS SECTION

None of the following are covered, unless specifically shown otherwise in the *Schedule*:

1. loss or damage caused by or made worse by subsidence or landslip, regardless that the initial event was storm, wind, water, hail, snow or the bursting of water tanks, apparatus or pipes.

## DEFINITIONS

- “*you/your*” — means the names shown in the *Schedule* of this policy.
- “*private residence*” — means the building of *your* home of which the wall and roof construction and *risk address* is shown in the *Schedule*.
- “*private residential structures*” — means the building of *your private residence*, constructed and situated as shown in the *Schedule*, including:
- private *outbuildings*;
  - fixtures and fittings belonging to the owner of the private residential structures while in or on the structures;
  - fixed recreational and ornamental structures;
  - paved and surfaced areas (including driveways) of brick, concrete, asphalt or stone (not gravel);
  - boundary and other walls, gate posts, gates (including all the machinery related to the gates), fences (other than hedges);
  - tennis courts;
  - swimming pools, spa baths, saunas and associated machinery and equipment, but not including movable swimming pools;
  - satellite dishes;
  - lightning conductors/masts;
  - fixed electric generators;
  - borehole machinery supplying water solely for domestic purposes;
  - septic tanks.
- “*premises*” — means the land on which *your private residential structure* is situated.
- “*outbuilding/outbuildings*” — means the domestic rooms, private garages and private outbuildings which do not interlead with the *private residence*.
- “*risk address*” — means the address of the *premises* on which *your private residence* and *outbuilding(s)* are situated.
- “*burglary*” — means the unlawful taking of another person’s property with the intention to deprive them of permanent ownership when it is accompanied by breaking into or out of a building by actual, visible, forcible and violent means.
- “*theft*” — means the unlawful taking of another person’s property with the intention to deprive them of permanent ownership when it is not accompanied by breaking into or out of a building by actual, visible, violent and forcible means.
- “*tenant*” — means someone, other than *you*, who is allowed to occupy *your private residence* in terms of a written contract, but does not include a paying guest, boarder or lodger.
- “*fixed machinery*” — means installed machinery of swimming pools, spa baths, boreholes, sprinkle irrigation systems, electric gates, garage doors, central vacuum cleaning systems, water pumps, air conditioners, stoves, alarms and electric power generators.

# VEHICLES

## BASIC COVER

Our compensation depends on the limit of compensation and the type of cover you have chosen as shown in the Schedule. The types of cover are listed below.

### 1. Comprehensive

If you have this option, we cover accidental loss of or damage to the vehicle. If we decide that it is not economical to repair the vehicle, our compensation will be as shown in the Schedule. Cover includes amounts for which you are legally liable to a third party if the liability relates to the vehicle.

### 2. Comprehensive, excluding theft and hijack

If you have this option, we cover accidental loss of or damage to the vehicle. Cover excludes loss or damage caused by theft or hijack or any attempt at theft or hijack. If we decide that it is not economical to repair the vehicle, our compensation will be as shown in the Schedule.

Cover includes amounts for which you are legally liable to a third party if the liability relates to the vehicle.

### 3. Limited (fire, theft and hijack)

If you have this option, we cover accidental loss of or damage to the vehicle only if the loss or damage is caused by fire, lightning, explosion, theft or hijack or attempted theft or hijack. If we decide that it is not economical to repair the vehicle, our compensation will be as shown in the Schedule.

Cover includes amounts for which you are legally liable to a third party if the liability relates to the vehicle.

## EXTENDED BASIC COVER

We will compensate you in terms of this extended basic cover regardless of the basic cover you have chosen above.

### 1. Tow-in cost and safeguarding

We will compensate you for the reasonable costs to safeguard your vehicle and move it to the closest repairer if you have a valid claim for the vehicle under this section.

### 2. Emergency repairs

We will compensate you for emergency repairs to allow you to continue your journey if you have a valid claim for the vehicle under this section. You may authorise these emergency repairs, without first obtaining our approval, only if the repairer gives you a full itemised invoice, which must be sent to us.

Our compensation is limited to the amount of **R1 000**.

### 3. Delivery after repairs

We will compensate *you* for the reasonable costs to deliver the *vehicle* to *you* anywhere within the *countries* after the completion of *our* authorised repairs.

### 4. Replacement of your car or light delivery vehicle after a claim

We may replace *your car* or *light delivery vehicle* with a similar make and model if all the following conditions are met:

- 4.1 the sum insured shown in the *Schedule* is equal to or more than the retail price of the of the insured *car* or *light delivery vehicle* as stipulated in the Auto Dealer's Guide published by Trans Union; and
- 4.2 *you* have a valid *claim* for the *car* or *light delivery vehicle* under this *section*; and
- 4.3 we decide that it is not economical to repair the *car* or *light delivery vehicle*; or
- 4.4 the *car* or *light delivery vehicle* is stolen and not recovered within a reasonable period; and
- 4.5 the *car* or *light delivery vehicle* is not more than 12 months old from the date of first registration; and
- 4.6 the *car* or *light delivery vehicle* has travelled less than 30 000 kilometres; and
- 4.7 a similar new *car* or *light delivery vehicle* is available on the local new-vehicle market.

If *you* refuse that we replace *your car* or *light delivery vehicle* with a similar make and model, *our* compensation will be the limit of compensation of the *car* or *light delivery vehicle* as shown in the *Schedule*.

## OPTIONAL COVER

If a heading below is shown in the *Schedule*, we will cover *you* as shown under that heading. If the heading is not shown, *you* do not have that optional cover.

### 1. Specified accessories (such as car sound equipment)

We will compensate *you* for loss of or damage to accessories that form part of the *vehicle* and are described in the *Schedule*. We will also cover the accessories when it is temporarily removed from the *vehicle*.

*Our* compensation is limited to the amount shown in the *Schedule*.

### 2. Cover for credit shortfall

2.1 We will pay the difference between the value of the *vehicle*, which is a *car* or *light delivery vehicle* as shown in the *Schedule*, and the outstanding settlement value in terms of a credit agreement that *you* entered into.

2.2 We will pay this difference only if we accept a *claim* for the *vehicle* being either:

- in *our* opinion beyond economic repair following loss or damage; or
- stolen and not recovered within a reasonable period.

The credit agreement that *you* entered into must fall under the definition of Credit Agreement given in the National Credit Act (Act 34 of 2005).

2.3 We will pay this difference less any arrear instalments or rentals, including interest payable on the arrears;

### 3. Contents of caravans or trailers

We will compensate *you* for loss of or damage to the contents of a *caravan* or *trailer*, while the contents are kept in the *caravan* or its side tent or in the *trailer* or its tent. The *caravan* or *trailer* must be insured under this policy.



We will not compensate *you* for:

- 3.1 fixtures and fittings;
- 3.2 loss of or damage to tools or goods and samples relating to a business, trade or occupation;
- 3.3 damage to glass, glassware or other breakable articles, due to cracking, scratching or breakage, unless caused by the *caravan* or *trailer* being involved in an accident.

#### 4. Tools, spare parts and travel accessories

We will compensate *you* for loss of or damage to *car* tools, spare parts and travel accessories (such as rugs, seat covers, rubber mats, towing ropes, sun shields) while they are in the *vehicle*.

#### 5. Car hire

- 5.1 We will arrange a hired vehicle for *you*, subject to availability, in terms of *your* selection shown in the *Schedule*, if *your vehicle* is unusable or being repaired after a *claim* we have accepted under this *section* of the policy.
- 5.2 Loss or damage which is less than the excess that applies will not be covered.
- 5.3 We will arrange the hired *vehicle* only after we have received full information about the loss or damage.
- 5.4 *Your* hired *vehicle* will be provided for a period which will in total not be more than 30 days. The period for which we arrange a hired *vehicle* for *you* will end as soon as any one of the following takes place:
  - the date on which the *vehicle* is repaired to *your* satisfaction, if we have authorised its repair;
  - the date on which we settle *your claim* by a cash payment;
  - the date on which we replace the *vehicle*

#### 6. 4X4 Cover

This cover only applies to a *car* or *light delivery vehicle* mentioned in the *Schedule* and insured for Comprehensive cover.

In the event that cover and limits for the same cover are shown under Extended basic cover, it will be replaced by the cover and limits of these 4x4 extensions, where applicable.

Any claim under these 4x4 extensions will affect your bonus benefit payment.

##### 6.1 Extended countries

The *countries* are extended to include Angola, Zambia, Kenya, Tanzania, Burundi, Rwanda and the Democratic Republic of the Congo (DRC), subject to all the following conditions:

- 6.1.1 If the *vehicle* is accidentally damaged and we have admitted liability for the damage, we will not authorise the repair of the damage before *you* have successfully returned the *vehicle* to the Republic of South Africa;
- 6.1.2 If it is uneconomical to repair the *vehicle* and *you* do not return the *vehicle* to the Republic of South Africa, *you* have to prove that the *vehicle* is uneconomical to repair in any method acceptable to *us*, before we will accept *your claim*.

We will determine the value of the wreckage at 20% of the value for the *vehicle* as defined in the *Schedule*. We will subtract this amount from the amount of any settlement to *you*.

##### 6.2 Emergency repairs

We will compensate *you* up to the limit of **R15 000** for emergency repairs to *your vehicle* to allow *you* to continue *your* journey if *you* have a valid *claim* for the *vehicle* under this *section*.

*You* may authorise the emergency repairs, without first obtaining *our* approval, only if the repairer gives *you* a full itemised invoice, which must be sent to *us*.

### 6.3 Winching equipment

We will compensate *you* up to the limit of **R15 000** for sudden and unforeseen mechanical or electrical breakdown, failure or breakage of the winching equipment of the *vehicle*.

This cover excludes breakdown and failure or breakage:

- associated with defective design, defective parts, defective repair or operation of the winching equipment beyond the stipulated levels recommended by the manufacturer or supplier;
- because of wear, tear or gradual deterioration of the equipment's consumable parts or components, or cable or coupling devices.

### 6.4 Repatriation costs

If the *vehicle* is accidentally damaged and *you* have a valid *claim* for the *vehicle* under this *section*, we will pay the reasonable cost of returning it to the Republic of South Africa. *Our* contribution will not exceed the amount of **R20 000**.

### 6.5 Extinguishing costs

We will compensate *you* for any costs up to the limit of **R5 000** relating to extinguishing or fighting fire if the fire posed a danger to *your vehicle* and *you* are legally liable for these costs.

### 6.6 Medical expenses of passengers (*your family*)

After loss of or damage to the *vehicle* in which they travel, we will compensate *you* up to the limit of **R5 000** per person, but limited to the amount of **R25 000** per event for medical expenses *you* incur and pay because of accidental bodily injury to members of *your family*, who normally live with *you*. At the time of the injury, the member of *your family* must be seated in the *vehicle*'s permanent enclosed passenger-carrying compartment. It must not be possible to recover the medical expenses from any other insurance or facility.

### 6.7 Loss of keys

We will compensate *you* up to the limit of **R9 500** for the cost of replacing locks and keys, including any remote controls and, if necessary, the reprogramming of any coded security system of the *vehicle*.

We will pay this compensation after:

- the disappearance or theft of the keys or remote controls, or both;
- the reasonable belief that an unauthorised person may be in possession of a duplicate key or remote control;
- damage to the locks.

### 6.8 Wreckage removal

We will compensate *you* up to the limit of **R1 000** for the costs of cleaning up and removing debris and wreckage of the *vehicle* if *you* have a valid *claim* for the *vehicle* under this *section*.

### 6.9 Head, tail or spotlights

We will compensate *you* for the costs of replacing any accidentally damaged head, tail or fitted spotlights even if there is no other damage to the *vehicle*. The excess for windscreen *claims* shown in the *Schedule* applies.

### 6.10 Tow-in cost and safeguarding after mechanical breakdown

We will compensate *you* up to the limit of **R2 000** for removing and safeguarding the *vehicle* if the *vehicle* breaks down mechanically or electrically. This cover applies only once during any *renewal period* of cover provided by this *section*.

### 6.11 Trauma treatment

We will compensate *you* up to the limit of **R10 000** for expenses for trauma treatment that *you* incur and pay if *you* suffered a hijacking or attempted hijacking of the *vehicle*. The trauma treatment must be given by a registered professional counsellor. It must not be possible to recover the expenses from any other insurance or facility.

### 6.12 Emergency accommodation (this does not apply if *you claim* under 4x4 cover: 6.10 Tow-in cost and safeguarding after mechanical breakdown)

We will compensate *you* for up to two nights' accommodation for *you* and any passenger travelling with *you* if *you* cannot complete *your* journey in the *vehicle* because it has been lost or damaged.

*Our* compensation is limited to the amount of **R500** per person and **R6 000** per event.

## 7. Luxury vehicles

This cover only applies to a *car* or *light delivery vehicle* mentioned in the *Schedule* and insured for Comprehensive cover.

In the event that cover and limits for the same cover are shown under Extended basic cover, it will be replaced by the cover and limits of these Luxury vehicle extensions, where applicable.

Any *claim* under these Luxury vehicle extensions will affect *your* bonus payment.

### 7.1 Emergency repairs

We will compensate *you* for emergency repairs up to the limit of **R15 000** to *your vehicle* to allow *you* to continue *your* journey, but only if the *vehicle* is the subject of a valid *claim* under this *section*.

*You* may authorise these emergency repairs, without first obtaining *our* approval, only if the repairer supplies *you* with a full itemised invoice, which must be sent to *us*.

### 7.2 Extinguishing costs

We will compensate *you* for any costs up to the limit of **R5 000** relating to extinguishing or fighting fire if the fire posed a danger to *your vehicle* and *you* are legally liable for these costs.

### 7.3 Loss of keys

We will compensate *you* up to the limit of **R14 000** for the cost of replacing locks and keys, including any remote controls and, if necessary, the reprogramming of any coded security system of the *vehicle*.

We will pay this compensation after:

- the disappearance or theft of the keys or remote controls, or both;
- the reasonable belief that an unauthorised person may be in possession of a duplicate key or remote control;
- damage to the locks.

### 7.4 Wreckage removal

We will compensate *you* up to the limit of **R1 000** for the costs of cleaning up and removing debris and wreckage of the *vehicle* if *you* have a valid *claim* for the *vehicle* under this *section*.

### 7.5 Head, tail or spotlights

We will compensate *you* for the cost of replacing any accidentally damaged head, tail or fitted spotlights even if there is no other damage to the *vehicle*. The excess for windscreen *claims* shown in the *Schedule* applies.

### 7.6 Tow-in cost and safeguarding after mechanical breakdown

We will compensate *you* up to the limit of **R2 500** for removing and safeguarding the *vehicle* if the *vehicle* breaks down mechanically or electrically. This cover applies only once during any *renewal period* of cover provided by this *section*.

### 7.7 Emergency accommodation (this does not apply if you claim under Luxury vehicles: 7.6 Tow-in cost and safeguarding after mechanical breakdown)

We will compensate you for up to two nights' accommodation for you and any passenger travelling with you if you cannot complete your journey in the vehicle because it has been lost or damaged. Our compensation is limited to the amount of **R500** per person and **R10 000** per event.

### 7.8 No excess payable for new vehicles

You will not pay any excess for any claim where the vehicle is less than 12 months old from the date of first registration and where the vehicle is driven by or in the control of you or your spouse.

## TERMS AND CONDITIONS

### 1. Class of use

#### 1.1 Private

If the use of the vehicle is shown in the Schedule as "private", the vehicle may be used for social and domestic purposes and for purposes of pleasure. The vehicle may also be used for your profession and journeys between your place of residence and permanent place of business. It may also be used for the purpose of business, trade or occupation, but only in exceptional circumstances. If you use your vehicle for business, trade or occupation regularly, for example, you use it for business once or twice every week, it will not be covered under the Private class of use.

#### 1.2 Business

If the use of the vehicle is shown in the Schedule as "business", the vehicle may be used for social, domestic, pleasure, business, trade or occupational purposes.

#### 1.3 Farming

If the use of the vehicle is shown in the Schedule as "farming", the vehicle may be used for social, domestic purposes, or for purposes of pleasure and farming.

This policy does not cover any of the following uses of the vehicle for all Classes of use:

- hiring;
- carrying passengers for hire or passengers who pay a fare (other than vehicle sharing to conserve fuel);
- driving instruction for reward;
- towing another vehicle for reward;
- racing anywhere;
- speed trials or speed-testing anywhere;
- rallying or competitions involving timing;
- carrying explosives;
- carrying more passengers or weight than the vehicle is licensed or designed to carry;
- being anywhere outside the countries shown;
- if the vehicle is a caravan or trailer, used for any business, trade or occupation or the carriage of any passengers.

### 2. Unavailable parts

If a part that is needed to repair the vehicle after loss or damage has occurred, is not available as a standard (ready-made) part in the Republic of South Africa, we will pay an amount equal to the value of the part at the time of the loss or damage. The value of the part will be determined according to the price provided in the most recent catalogue or price list relative to the vehicle.

The *vehicle* must be the subject of a valid *claim*. The amount includes the reasonable cost to transport the part (other than by air).

### 3. Interest of a title holder

If a valid *claim* occurs and *we* are advised that the *vehicle* is the subject of a credit agreement as defined in the National Credit Act (Act 34 of 2005), *you* agree that *we* will pay the title holder shown in the agreement up to the outstanding amount only, limited to the value as shown in the *Schedule* for the *vehicle*. If the outstanding amount is less than the value as shown in the *Schedule* for the *vehicle*, *we* will pay the difference to *you*.

### 4. Security measures

#### 4.1 Security device

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

- 4.1.1 the required security device is installed in or on the *vehicle*;
- 4.1.2 the required security device is in a working condition;
- 4.1.3 the required security device is activated or put into operation when the *vehicle* is left unattended.

### 5. Limit of indemnity

*We* will compensate *you* for loss or damage to the *vehicle* up to the amount shown in the *Schedule* or the *vehicle*'s reasonable market value, whichever is the lesser.

### 6. Further damage after an accident

If the *vehicle* is in an accident or it breaks down and is used or driven before it has been repaired, *we* will not compensate *you* for any loss or damage to the *vehicle* resulting from the use of the already damaged *vehicle*.

## NOT COVERED BY THIS SECTION

### 1. Vehicle loss or damage

None of the following are covered, unless shown otherwise on the *Schedule*:

- 1.1 mechanical, electric breakdown, failures or breakages;
- 1.2 depreciation in value whether from repairs or otherwise;
- 1.3 gradual damage (such as wear, tear, rust, mildew, corrosion, decay);
- 1.4 damage to tyres by the application of brakes or by punctures, cuts or bursts caused by road hazards;
- 1.5 damage to the suspension system due to unevenness of the road or other surface or due to impact with such unevenness;
- 1.6 damage to the vehicle resulting directly from the vehicle not being roadworthy;
- 1.7 loss or damage from or in connection with any exchange, cash or credit sale agreement, including *theft* under false pretence and fraud.

## 2. Vehicle loss or damage and liability

None of the following are covered:

- 2.1 if the *vehicle* is used for any purpose not described in the Class of use shown in the *Schedule* for that particular *vehicle*;
- 2.2 if *you* are using the *vehicle* while *you* are under the influence of intoxicating liquor or drugs, or *your* blood or breath alcohol concentration exceeds the legal limit;
- 2.3 if any other person is using the *vehicle* with *your* express or implied permission who, to *your* knowledge, is under the influence of intoxicating liquor or drugs or their blood or breath alcohol concentration exceeds the legal limit;
- 2.4 if *you* are using the *vehicle* and *you* do not have a *licence* to drive the *vehicle*, irrespective of where the *vehicle* is being driven;
- 2.5 if any person is using the *vehicle* with *your* express or implied permission and the person does not have a *licence* to drive the *vehicle*, irrespective of where the *vehicle* is being driven.

## DEFINITIONS

“ <i>you/your</i> ”	– means the names shown in the <i>Schedule</i> of this policy and <i>your</i> spouse.
“ <i>vehicle</i> ”	– means any <i>car</i> , <i>light delivery vehicle</i> , <i>trailer</i> , <i>caravan</i> or <i>motorcycle</i> described in the <i>Schedule</i> , including the standard tools, accessories and spare parts in or on it, as well as other extra accessories and parts of the <i>vehicle</i> while fitted to it.
“ <i>car</i> ”	– means a private type of motor car (including station wagons, minibuses, motorised caravans and the like, or similar vehicles) designed to seat ten persons or fewer (including the driver), and not exceeding 3 500kg in gross <i>vehicle</i> mass.
“ <i>light delivery vehicle</i> ”	– means a light delivery vehicle (incl. a panel van or double-cab) not exceeding 3 500 kg in gross <i>vehicle</i> mass.
“ <i>trailer</i> ”	– means a <i>vehicle</i> (other than a <i>caravan</i> ) which is not self-propelled, and which is designed or adapted to be towed by a self-propelled <i>vehicle</i> .
“ <i>caravan</i> ”	– means a <i>vehicle</i> which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.
“ <i>motorcycle</i> ”	– means a motorcycle, scooter, scrambler, or quad bike.
“ <i>licence</i> ”	– means a valid driver’s <i>licence</i> in compliance with legislation of the specific country where the <i>vehicle</i> is used at the time of any loss or damage. A person who is learning to drive must comply with legislation concerning learner drivers.
“ <i>vehicle sharing</i> ”	– means carrying of passengers for social reasons (inclusive of learner commuting) and commuting to and from work in <i>vehicles</i> that are not registered or licensed for commuting purposes.
“ <i>countries</i> ”	– means the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi and Mozambique.

# WATERCRAFT

## BASIC COVER

Loss of or damage to *watercraft*.

### 1. Comprehensive

We will compensate *you* for loss or damage to the *watercraft* shown in the *Schedule*.

## EXTENDED BASIC COVER

### 1. Inspection of the hull after stranding, sinking or collision

We will compensate *you* for the reasonable costs *you* incur to inspect the hull of the *watercraft* for possible damage that may have occurred due to stranding, sinking or collision.

### 2. Costs to prevent a loss

We will compensate *you* for the reasonable costs *you* incur to prevent or reduce loss or damage covered under this *section*.

### 3. Safeguarding costs

We will compensate *you* for the reasonable costs to store, safeguard and remove the *watercraft* to the nearest repairer if the *watercraft* is not in working order due to loss or damage covered under this *section*.

### 4. Delivery following repairs

We will compensate *you* for the reasonable costs to deliver the *watercraft* to the address where *you* normally keep *your watercraft* after repairs authorised by *us* have been completed.

### 5. Salvage costs

We will compensate *you* for the reasonable costs *you* incur, with *our* written consent, for salvaging (lifting out, removal or destruction of the wreckage) the *watercraft*.

## OPTIONAL COVER

If a heading below is shown in the *Schedule* we will cover *you* as shown under that heading. If the heading is not shown, *you* do not have that optional cover.

### 1. Outboard motors

We will compensate *you* for loss of or damage to outboard motors shown in the *Schedule*.

## 2. Specified accessories (such as water skis and electronic equipment)

We will compensate *you* for loss of or damage to the *watercraft's* accessories described in the *Schedule*.

# TERMS AND CONDITIONS

## 1. Use

The *watercraft* may be used for social, domestic and pleasure purposes only.

The policy does not cover any of the following uses of the *watercraft*:

- racing of any type;
- speed or other contests of any type;
- competitions, including regattas;
- tests of any type;
- speed trials of any type;
- uses involving a business, trade or profession;
- hiring;
- carrying passengers for reward;

## 2. Basis of indemnity

2.1 If the *watercraft* is less than five years old, the basis for *our* compensation will be the cost to replace the *watercraft* or part of it with similar new property.

2.2 If the *watercraft* is older than five years, the basis for *our* compensation will be the cost to replace the *watercraft* or part of it up to its reasonable market value. This will be established by obtaining market-value quotations from two qualified *watercraft* dealers.

2.3 *Our* compensation for sails, protective covers, erected tackle, outboard motors, inboard motors and batteries will be the cost to replace such items up to their reasonable market value.

## 3. Limit of compensation

If *we* decide it is not economical to repair the *watercraft* *our* compensation will be limited to the limit of compensation as shown in the *Schedule*.

## 4. Average

Average will apply if the insured amount for the insured property is less than the total value of the entire insured property. Reference on how average is applied is shown in General Term and Condition 19 above.

## 5. Unavailable parts

If a part that is needed to repair the *watercraft* after loss or damage is not available as a standard (ready-made) part in the Republic of South Africa, *we* will pay an amount equal to the value of the part at the time when the loss or damage occurred. The value of the part will be determined according to the price given in the most recent catalogue or price list applicable to the *watercraft*.

The amount includes the reasonable cost to transport the part (other than by air).



## 6. Interest of a title holder

If a valid *claim* occurs and *we* are advised that the *watercraft* is the subject of a Credit Agreement as defined in the National Credit Act (Act 34 of 2005), *you* agree that *we* will pay the title holder shown in the agreement up to the outstanding amount only. The most *we* will pay is the cost to replace the *watercraft* if it is less than five years old or the market value if it is more than five years old, up to the outstanding amount shown in the Credit Agreement.

Any additional amount payable will be paid to *you*.

## NOT COVERED BY THIS SECTION

### 1. *Watercraft* loss or damage

None of the following types of loss or damage are covered:

- 1.1 *theft* or attempted *theft* of the fixtures, fittings, equipment or outboard motors of the *watercraft* that are not securely bolted to the *watercraft*:
  - if the *watercraft* is left unattended;
  - out of domestic outbuildings that do not interlead with any *private residence*;
  - from any other storage place.
- 1.2 outboard motors that are not securely chained or bolted to the *watercraft*, dropping off or falling overboard;
- 1.3 mechanical, electric or electronic breakdown, failures or breakages including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
- 1.4 gradual causes (such as wear, tear, rust, mildew, corrosion, decay);
- 1.5 scratching, bruising or denting arising from transit, loading or offloading;
- 1.6 caused by household pests (such as rodents, ants and moths);
- 1.7 to sails and protective covers torn by wind or blown away while being hoisted;
- 1.8 caused by the *watercraft* not being seaworthy (cannot be used safely on water);
- 1.9 from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
- 1.10 that occur outside of the *countries* or 20 kilometres out of the shores of the *countries*.

### 2. *Watercraft* loss or damage

None of the following are covered:

- 2.1 if the *watercraft* is used for any purpose other than for social, domestic and pleasure purposes only, as stated in *Watercraft* Terms and Conditions 1 "Use";
- 2.2 the following items if they are not adequately protected from water and nature elements that the *watercraft* is usually exposed to:
  - anybody's clothing or personal effects;
  - gear of any nature;
  - sports or recreation equipment;
  - safety and medical supplies;

- *watercraft* items not attached to the *watercraft*; and
- electronic and mechanical equipment.

## DEFINITIONS

- “*you/your*” — means the names shown in the *Schedule* of this policy and your spouse.
- “*watercraft*” — means the hull not exceeding eight metres in length, inboard motors, rudder, propeller, hoardings, moorings, sails, spars, masts, rigging, fixtures, fittings and equipment of any *watercraft* shown in the *Schedule*.
- “*countries*” — means the Republic of South Africa and Namibia and up to 20 kilometres from the shores of these countries.

# PART 2: LIABILITY AND LEGAL ACCESS INSURANCE

## PERSONAL LEGAL LIABILITY

### BASIC COVER

#### 1. Personal legal liability

We will compensate *you* for *your* legal liability for:

- 1.1 accidental death, bodily injury or illness of *any person*;
- 1.2 accidental physical loss of or damage to tangible property of *any person*.

We will pay the compensation, regardless of where in the world the event takes place.

*Our* compensation includes all costs and expenses incurred by *us* and costs and expenses *you* incur with *our* prior written approval.

*Our* compensation is limited to the amount shown in the *Schedule* for any single *claim*, any series of *claims* resulting from the same event, or all events that happen during the period of insurance.

#### 2. Personal legal liability for wrongful arrest

We will compensate *you* for *your* legal liability to *any person* resulting from the wrongful arrest or frisking of a person, including assault related to the wrongful arrest or frisking.

The compensation includes all legal and other costs *we* agree to in writing.

We will compensate *you* up to the limit of **R50 000** for any single *claim*, any series of *claims* resulting from the same event, or all events that happen during the period of insurance.

#### 3. Credit, purchase cards and SIM cards (such as a card for use in cellular communication devices)

We will compensate *you* for *your* legal liability because of the unlawful use of *your* credit, purchase or SIM cards by a person not related to *you*. To receive compensation, a registered financial services provider, merchant or cell phone provider must have officially issued the credit, purchase or SIM cards in *your* name and *you* must have complied with all the terms of the issued cards.

The compensation includes all legal and other costs *we* agree to in writing.

We will compensate *you* up to the limit of **R2 000** for any single *claim*, any series of *claims* resulting from the same event, or all events that happen during the period of insurance.

#### 4. Hole-in-one

We will compensate *you* for the amount of **R1 000** if *you* hit a hole-in-one while playing golf as an amateur. To receive compensation, *you* must have played in a golf game on a registered golf course under the recognised rules of the game. The secretary of the golf club where *you* hit the hole-in-one must confirm the hole-in-one in writing.

## 5. Full house

We will compensate *you* for the amount of **R1 000** if *you* score a full house while playing bowls as an amateur. To receive compensation, *you* must have played in an official competition as part of a team of two, three or four, on a registered bowling green under the recognised rules of the game with all eight or nine bowls to count. The secretary of the bowling club where *you* achieved the full house must confirm the full house in writing. If more than one person as defined under *you* (according to the definition in this section) scores a full house, we will pay compensation only once for each full house.

## 6. Personal legal liability to domestic employees

We will compensate *you* for *your* legal liability due to the accidental death of, or bodily injury to, *your* domestic employees that arises from and in the course of their employment.

The compensation includes all legal and other costs we agree to in writing.

## 7. Tenant's liability

We will compensate *you* for *your* legal liability for amounts that *you* as a tenant of a building must pay as compensation to the owner of the building due to loss of or damage to the buildings and/or fixtures or fittings in it, directly caused by any of the following:

- 7.1 storm, water, hail or snow;
- 7.2 *theft* or attempted *theft*;
- 7.3 fire or explosion;
- 7.4 breakage of glass, mirrors or sanitaryware not including chipping, scratching or disfiguration;
- 7.5 damage to supply connections between the public supply and the buildings;
- 7.6 collision by animals or vehicles;
- 7.7 loss of or damage to keys, locks and remote control units.

The compensation includes all legal and other costs we agree to in writing.

We will compensate *you* up to the limit of **R1 000** for any single *claim*, any series of *claims* resulting from the same event, or all events that happen during the period of insurance.

Exclusion 11 below does not apply to this compensation.

## 8. Security companies

We will compensate *you* for *your* legal liability to *any person* for amounts that *you* must pay as compensation in terms of a written contract with any security company or armed response service for property covered under the "House Contents" and "Buildings" sections of this policy.

## NOT COVERED BY THIS SECTION

Unless specifically shown otherwise in the *Schedule*, we will not compensate *you* for legal liabilities relating to:

1. legal costs and expenses incurred after the date we paid or offered to pay:
  - 1.1 the full amount of the *claim*; or
  - 1.2 a lesser amount that we believe the *claim* can be settled for; or
  - 1.3 the maximum amount for which we are liable.
2. *your* business, trade or occupation.
3. *your* ownership, possession or occupation of land, buildings or structures. This exclusion does not apply if the property is a building or structure and the contents or building is covered by this policy;

4. any building activity;
5. vibration or the removal or weakening of, or interference with, the support of land, buildings or property;
6. the ownership, possession, use or handling of vehicles (including trailers and caravans), watercraft, aircraft or other aerial devices;
7. the ownership, possession, use or handling of firearms, air guns or animals (other than domesticated animals);
8. fines, penalties or punitive damages;
9. any gradual cause which does not result from a sudden and identifiable event;
10. non-compliance by *you* or *your* legal representative with the terms of this policy;
11. accidental loss of or damage to property *you* or *any person* in *your* service owns, rents, borrows, keeps in trust, or has control or custody of;
12. accidental death of, bodily injury to or illness of *you* or *any person* in *your* service if the liability results from their service.

## DEFINITIONS

- "you/your"* — means the names shown in the *Schedule*, including *your* spouse and any other members of *your* family or *your* spouse's family who normally live with *you*.
- "any person"* — means people not related to *you*, and people who are not in *your* employ when the event happens. However, they may include people who normally live with *you*.

# EXTENDED PERSONAL LEGAL LIABILITY

## BASIC COVER

### 1. Extended personal legal liability

We will compensate *you* for *your* legal liability for amounts *you* must pay as compensation due to:

- 1.1 any event which happens during the currency of this *section* anywhere in the world:
  - 1.1.1 for which liability is not included in the *underlying policy*; and
  - 1.1.2 for which the limit of compensation, including costs and expenses, of the *underlying policy* is exceeded. We will only pay compensation above the following limits:
    - R 500 000 for the Personal Legal Liability *section*;
    - R1 000 000 for the Vehicle Liability *section*;
    - R1 000 000 for the Watercraft Liability *section*.
- 1.2 we will compensate *you* for *your* legal costs and legal expenses that:
  - 1.2.1 a claimant can recover from *you* for a valid *claim* under this *section*;
  - 1.2.2 *you* incur with *our* prior written consent.

## TERMS AND CONDITIONS

### 1. Underlying policy

Compensation under this *section* is subject to a valid *underlying policy* being in force at the time of the event. The *underlying policy* must provide the kind of cover *you* are claiming for under this *section* and *you* must not have broken any of the conditions of the *underlying policy*.

If compensation under this *section* refers to an event for which the limit of compensation, including legal costs and legal expenses, of the *underlying policy* is exceeded, the underlying insurer must have paid the full amount of the policy or undertaken to pay it.

### 2. Limit of compensation

*Our* compensation is limited to the amount shown in the *Schedule* for any single *claim*, any series of *claims* resulting from the same event, or all events that happen during the period of insurance.

## NOT COVERED BY THIS SECTION

We will not compensate *you* for:

## 1. Liability in connection with:

- 1.1 any judgement, award, payment or settlement made in a country that operates under the laws of the United States of America or Canada or is subject to any order made anywhere in the world to enforce such judgement, award, payment or settlement;
- 1.2 the pursuing of any business, trade or occupation. This exclusion does not apply to vehicle liability if the vehicle is insured for business or farming use;
- 1.3 hiring out any property, or any part thereof. This exclusion does not apply if the property is a building or structure, including the land on which it is situated, used as a private residence and is covered by any *underlying policy*;
- 1.4 *your* reckless disregard of the possible consequences of *your* acts or omissions;
- 1.5 loss of or damage to property that is covered under any other insurance policy;
- 1.6 the ownership, possession, use or handling of any aircraft other than model aircraft or hang-gliders;
- 1.7 loss of or damage to or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
- 1.8 HIV (Human Immunodeficiency Virus) or any related illness, including AIDS (Acquired Immune Deficiency Syndrome) or any mutant derivative or variation thereof;
- 1.9 vehicle or watercraft liability, unless the liability is covered by any *underlying policy* or if the liability is excluded by any *underlying policy* due to any *claim* occurring outside the borders of the *countries* covered by the policy;
- 1.10 watercraft liability if the total length of the watercraft exceeds 10.5 metres;
- 1.11 loss of or damage to any self-propelled *vehicle, trailer, caravan, watercraft* or aircraft under *your* care, custody or control;
- 1.12 a dishonest, fraudulent or malicious act, or acts of physical assault or seduction committed by *you*;
- 1.13 the payment of any fine, penalty or multiple, punitive/exemplary damages;
- 1.14 any debt;
- 1.15 failures to pay maintenance or alimony or any amounts following a breach of promise;
- 1.16 the purchase, sale, barter or exchange of property, or *your* failure to comply with *your* obligations relating to these;
- 1.17 the first **R5 000** of every *claim* in connection with property hired, leased or borrowed by *you*;
- 1.18 the first **R2 000** of every *claim* resulting from the suspension or termination of employment of *your* domestic employee.

## 2. Any of the following forms of liability:

- 2.1 liability of one person included in this policy to another person included in this policy or a person who was included when the event happened;
- 2.2 liability that is the subject of legislation controlling the use of vehicles or trailers and for which *you* must take out insurance or provide security;
- 2.3 liability where the State or a government body or authority has accepted liability.

## DEFINITIONS

- “*you/your*” — means the names shown in the *Schedule*, including *your* spouse and any other members of *your* family or *your* spouse’s family who normally live with *you*.
- “*underlying policy*” — means a valid insurance policy in force with:
- a registered South African insurer (underlying insurer) that covers personal liability, property owners’ liability, tenants’ liability, motor liability or *watercraft* liability;
  - any insurer (underlying insurer) in the world that covers motor liability, *watercraft* liability or property owners’ liability for any motor vehicle hired, leased or owned by *you*, or for any watercraft or property owned by *you*, outside the Republic of South Africa.



# VEHICLE LIABILITY

## BASIC COVER

### 1. Limit of compensation

We will compensate *you* for amounts for which *you* are legally liable to a third party due to an event which happens or arises in connection with *your* use of the insured *vehicle*.

The compensation provided by this *section* of the policy is limited to the amount shown in the *Schedule*.

The limit includes all costs and expenses incurred by *us* and costs and expenses *you* incur with *our* prior written approval.

### 2. Legal liability to third parties

We will compensate *you* for amounts for which *you* are legally liable to a third party due to an event which happens or arises in connection with:

- *your* use of the *vehicle*;
- using the *vehicle* to tow any single *vehicle*, *trailer* or *caravan*;
- the loading of any load onto or off the *vehicle*.

### 3. Legal liability to third parties if a person other than *you* uses the *vehicle* shown in the *Schedule*

We will compensate any person, other than *you*, for amounts they are legally liable to a third party due to an event which happens or arises from the other person's use of the *vehicle*, including the loading of any load onto or off the *vehicle*.

This legal liability is offered only if the other person using the *vehicle* meets all these conditions:

- 3.1 they comply with all the General Terms and Conditions of the policy and the terms and conditions of this section in so far as they apply;
- 3.2 they were using the *vehicle* with your express permission;
- 3.3 they are not entitled to compensation for the third party claim by any other insurance policy;
- 3.4 they were not refused *vehicle* insurance or the continuation of any *vehicle* insurance during the three years before the date of the event.

### 4. Legal liability to third parties arising out of *you* using a *vehicle* not shown in the *Schedule*

We will compensate *you* for amounts for which *you* are legally liable to a third party due to an event which happens or arises in connection with:

- *your* use of a *vehicle* not shown in the *Schedule*;
- the loading of any load onto or off the *vehicle* *you* are using.

However *we* will not compensate *you* for damage to the *vehicle* *you* are using.

This legal liability is offered only if;

- 4.1 *you* drive the *vehicle*;
- 4.2 the *vehicle* *you* are using is a *car*, a *light delivery vehicle*, a *caravan*, a *trailer* or a *motorcycle*;
- 4.3 *you* do not own the *vehicle*;
- 4.4 the *vehicle* is not leased to *you*;
- 4.5 the *vehicle* is not hired to *you*;
- 4.6 *you* are not purchasing the *vehicle* in terms of any credit agreement.

## 5. Passenger liability for *motorcycles*

*We* will compensate *you* up to the limit of **R100 000** for amounts for which *you* are legally liable due to accidental death or injury to a person who, at the time of the event, is transported as a passenger on the *motorcycle*.

## 6. Passenger liability in or on the load body of *light delivery vehicles*

*We* will compensate *you* up to the limit of **R200 000** for amounts for which *you* are legally liable due to accidental death or injury to a person who, at the time of the event, is transported in or on the load body of the *light delivery vehicle*.

## 7. Representation/defence

*We* are entitled to arrange representations or defences that are the subject of any compensation under this *section*.

This includes:

- 7.1 representation at any legal autopsy or inquest relating to any death;
- 7.2 the defence for any action which is the cause of or related to any event.

# NOT COVERED BY THIS SECTION

## 1. *Vehicle* liability

None of the following are covered unless shown otherwise on the *Schedule*:

- 1.1 the amount of any compensation payable by any compulsory motor *vehicle* insurance legislation;
- 1.2 *your* legal responsibility arising from using any tool or plant (including any machinery) attached to the *vehicle*;
- 1.3 death of, or bodily injury to, any person *you* employ, if the death or bodily injury arises from and in the course of such employment;
- 1.4 death of or bodily injury to any member of the same household as *you*;
- 1.5 damage to property belonging to *you* or held in trust by *you* or in *your* custody or control;
- 1.6 damage to property being conveyed by or loaded onto or unloaded from any *vehicle*;
- 1.7 legal costs and expenses incurred after the date that *we* paid or offered to pay the full amount of a *claim*, a lesser amount needed to settle a *claim*, or the maximum amount for which *we* are liable for a *claim*;
- 1.8 death of or bodily injury to any person who, at the time, was being carried in or on a *caravan*, trailer, motorcycle or light delivery vehicle other than in the cab of the light delivery vehicle;

- 1.9 death of or bodily injury to any person who, at the time, is or was being carried in or on any vehicle being towed;
- 1.10 liability due to accidental loss of or damage to other vehicles being towed;
- 1.11 liability resulting directly from the vehicle not being roadworthy.

## 2. **Vehicle loss or damage and liability**

None of the following are covered:

- 2.1 if the *vehicle* is used for any purpose not described in the Class of use shown in the *Schedule* for that particular *vehicle*;
- 2.2 if *you* are using the *vehicle* while *you* are under the influence of intoxicating liquor or drugs, or *your* blood or breath alcohol concentration exceeds the legal limit;
- 2.3 if any other person is using the *vehicle* with *your* express or implied permission who, to *your* knowledge, is under the influence of intoxicating liquor or drugs or their blood or breath alcohol concentration exceeds the legal limit;
- 2.4 if *you* are using the *vehicle* and *you* do not have a *licence* to drive the *vehicle*, irrespective of where the *vehicle* is being driven;
- 2.5 if any person is using the *vehicle* with *your* express or implied permission and the person does not have a *licence* to drive the *vehicle*, irrespective of where the *vehicle* is being driven.

## DEFINITIONS

“ <i>you/your</i> ”	— means the names shown in the <i>Schedule</i> of this policy and your spouse.
“ <i>vehicle</i> ”	— means any <i>car</i> , <i>light delivery vehicle</i> , <i>trailer</i> , <i>caravan</i> or <i>motorcycle</i> described in the <i>Schedule</i> , including the standard tools, accessories and spare parts in or on it, as well as other extra accessories and parts of the vehicle while fitted to it.
“ <i>car</i> ”	— means a private type of motor car (including station wagons, minibuses, motorised caravans and the like, or similar vehicles) designed to seat ten persons or fewer (including the driver), and not exceeding 3 500kg in gross vehicle mass.
“ <i>light delivery vehicle</i> ”	— means a light delivery vehicle (incl. a panel van or double-cab) not exceeding 3 500 kg in gross <i>vehicle</i> mass.
“ <i>trailer</i> ”	— means a <i>vehicle</i> (other than a <i>caravan</i> ) which is not self-propelled, and which is designed or adapted to be towed by a self-propelled <i>vehicle</i> .
“ <i>caravan</i> ”	— means a <i>vehicle</i> which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.
“ <i>motorcycle</i> ”	— means a motorcycle, scooter, scrambler, or quad bike.
“ <i>licence</i> ”	— means a valid driver’s licence in compliance with legislation of the specific country where the <i>vehicle</i> is used at the time of any loss or damage. A person who is learning to drive must comply with legislation concerning learner drivers.

# WATERCRAFT LIABILITY

## BASIC COVER

### 1. Limit of compensation

We will compensate *you* for amounts *you* are legally liable to a third party due to an event that happens or arises in connection with *your* use of the *watercraft* or the towing of any stranded *watercraft*.

*Our* compensation is limited to the amount shown in the *Schedule*. The limit includes all costs and expenses incurred by *us* and costs and expenses *you* incur with our prior written approval.

### 2. Liability of water-skiers or parasailors

We will compensate *you* for amounts *you* are legally liable for which a water-skier or parasailor must pay as compensation, due to an occurrence which happens or arises while the water-skier or parasailor is being towed by the *watercraft*.

We are not liable:

- 2.1 if the water-skier or parasailor is entitled to indemnity under another policy;
- 2.2 for accidental death of, or bodily injury to, or illness of a person who is a member of the household of the water-skier or parasailor, or a person in the service of the water-skier or parasailor, if the death, bodily injury or illness arises from their service;
- 2.3 for accidental physical loss of, or damage to property belonging to, or kept in trust by, or under the charge or control of, or in the custody of the water-skier or parasailor, or any member of the household of the water-skier or parasailor, or any person in the service of the water-skier or parasailor;
- 2.4 if the water-skier or parasailor does not comply with the terms of this policy.

### 3. Liability to third parties if a person other than you uses the watercraft

We will compensate any person, other than *you*, for amounts they are legally liable to a third party due to an event which happens or arises from the other person's use of the *watercraft*.

This legal liability is offered only if the other person using the *watercraft* meets all these conditions:

- 3.1 the person complies with all the General Terms and Conditions of the policy and the terms and conditions of this *section* in so far as they apply;
- 3.2 the person was using the *watercraft* with your express permission;
- 3.3 the person is not entitled to compensation for a third party claim from any other policy or insurance;
- 3.4 the person was never refused *watercraft* insurance or the continuation of any *watercraft* insurance.

## 4. Representation/defence

We are entitled to arrange representations or defences that are the subject of any compensation under this *section*.

This include:

- 4.1 representation at any legal autopsy or inquest relating to any death;
- 4.2 the defence for any action, which is the cause of or related to any event.

## NOT COVERED BY THIS SECTION

### 1. Watercraft liability

None of the following are covered:

- 1.1 legal costs and expenses incurred after the date we have settled or offered to settle any *claim* by a third party:
  - up to the limit of this *section*; or
  - for amounts we believe will settle the third party *claim*;
- 1.2 costs or expenses due to:
  - 1.2.1 advice or treatment, given or supplied by *you* or by any person acting on *your* behalf; or
  - 1.2.2 *claims* recoverable from any other *section* of this policy or from any other policy whether *you* have claimed or not;
- 1.3 liability as a result of the *watercraft* not being seaworthy (cannot be used safely on water);
- 1.4 liability that arises during the transportation of the *watercraft* by road;

### 2. Watercraft loss, damage and liability

None of the following are covered:

- 2.1 if the *watercraft* is used for any purpose other than shown in the *Schedule*;
- 2.2 the following items if they are not adequately protected from water and nature elements that the *watercraft* is usually exposed to:
  - anybody's clothing or personal effects;
  - gear of any nature;
  - sports or recreation equipment;
  - safety and medical supplies;
  - *watercraft* items not attached to the *watercraft*, and
  - electronic and mechanical equipment.

## DEFINITIONS

"*you/your*"

— means the names shown in the *Schedule* of this policy and your spouse.

"*watercraft*"

— means the hull not exceeding eight metres in length, inboard motors, rudder, propeller, hoardings, moorings, sails, spars, masts, rigging, fixtures, fittings and equipment of any *watercraft* shown in the *Schedule*.

# LEGAL COSTS AND LEGAL EXPENSES

## BASIC COVER

1. We will compensate you for your legal costs and legal expenses in connection with any of the following events:
  - 1.1 an event that leads to a *civil legal action* brought by you or against you in your private capacity;
  - 1.2 an event that leads to your defence against a criminal charge;
  - 1.3 an event that leads to a legal action by or against you in a labour court;
  - 1.4 any legal action in connection with family matters, for example, divorce action, *child* custody disputes, maintenance suits and access to *children*;
  - 1.5 *identity theft* that leads to real or potential prejudice and results in legal liability or financial loss or both because of the fraudulent use of your personal information and identity by an unknown person or institution. We do not cover any *identity theft* caused by your own negligence.

## TERMS AND CONDITIONS

### 1. Basis of indemnity and limit of compensation

- 1.1 *Legal costs* and *legal expenses* are based on our tariff rate. The rate is revised from time to time and you may ask for it at any time.
- 1.2 Our cover for *legal costs* and *legal expenses* for all events during any *renewal period* is limited to the amount shown in the *Schedule*.
- 1.3 We will pay *legal costs* and *legal expenses* for a single *claim* or series of *claims* resulting from a single event, but limited to the amount shown in the *Schedule*.

### 2. Bills of costs

You must send all bills of costs to us for approval.

### 3. Recovery

If any *legal costs* and *legal expenses* are recovered from another party, these must be paid to us.

### 4. Waiting periods

Certain events are only covered after a waiting period has ended. The waiting period is shown in the *Schedule*.

## 5. Family matters

If you claim legal costs and legal expenses for a legal action relating to family matters, you may not claim again for these until 12 consecutive months have passed from the date on which the legal action was settled or the court has made an award.

## 6. Claims falling under the jurisdiction of the Small Claims Court

All civil matters falling under the jurisdiction of the Small Claims Court must be heard in the Small Claims Court.

# NOT COVERED BY THIS SECTION

We will not compensate you for:

### 1. Legal costs and legal expenses for an event in connection with:

- 1.1 your business or occupation, property renting or letting by or on behalf of a landlord, professional sports, copyrights, patent rights or other similar rights;
- 1.2 the use of a *vehicle*, *watercraft* or aircraft all powered by an engine, for racing;
- 1.3 a wrongful act that endangers the safety of the State, or which is aimed at overthrowing the Government;
- 1.4 compensation that is in conflict with legislation;
- 1.5 a wrongful act or omission where violence, dishonesty or immorality is an element. We may however, at our discretion, decide the merits of the case and decide to pay the *legal costs* and *legal expenses*;
- 1.6 a *civil legal action* instituted by you against your attorney in his professional capacity;
- 1.7 a *civil legal action* contemplated or instituted between parties (you, your spouse and your children) covered under this section. This exclusion does not apply to family matters;
- 1.8 any action involving us;
- 1.9 a *vehicle* involved in an accident and any of the following applies at the time of the accident:
  - 1.9.1 the *vehicle* is driven by you while you are under the influence of intoxicating liquor or drugs, or your blood or breath alcohol concentration is more than the legal limit, or you do not have a licence to drive your vehicle;
  - 1.9.2 the *vehicle* is driven by a person with your express or implied permission and does not have a licence to drive your vehicle;
  - 1.9.3 the *vehicle* does not have a valid motor vehicle licence;
  - 1.9.4 the *vehicle* is not roadworthy.
- 1.10 a traffic offence for which an admission of guilt has been issued;
- 1.11 the recovery or payment of any excess for any insurance;
- 1.12 any matter that happened before the start of the policy or during the waiting period;
- 1.13 any matter that falls outside our tariff structure and that we did not authorise;
- 1.14 amounts due to your legal representatives that cannot be considered as *legal costs* and *legal expenses* under our tariff rate;
- 1.15 application procedures and ex-parte applications you bring or that you must defend.

## 2. **Legal costs and legal expenses for any actual or contemplated legal action outside the Republic of South Africa;**

### 3. **Legal costs and legal expenses if:**

- 3.1 the legal action is continued or defended in a way that differs from the advice of the attorney or advocate who represents *you*;
- 3.2 *you* do not give timely, proper instructions and complete information to *your* attorney or advocate;
- 3.3 the *legal costs* and *legal expenses* are for non-litigious matters including applications, for example, for adoption, servitude, declaration of rights, appeals, administration of estates, drafting of legal contracts and debt counselling;
- 3.4 *you* have other insurance for *legal costs* and *legal expenses* and do not tell *us*, or *you* prejudice *our* rights to claim pro rata compensation, fair compensation, or both.

## DEFINITIONS

- "you/your"* — means the person named in the *Schedule*, their spouse and their *children*.
- "child/children"* — means natural, legally adopted and step-children younger than 21 years, and children older than 21 years who are mentally or physically disabled and totally dependent on *you* and live with *you*. Children who are dependent on *you* and who study full-time are included up to the age of 25 years. Married children are not included.
- "legal costs and legal expenses"* — means costs and expenses for which *you* are liable, including costs incurred by the attorney. *We* will only compensate *you* according to *our* tariff rates and for service providers, fees and expenses *we* have approved.
- "identity theft"* — means the unauthorised or illegal use of *your* personal information and identity documents. This includes impersonation of *your* personality and identity.
- "licence"* — means a valid driver's *licence* in compliance with legislation of the specific country where the vehicle is used at the time of any loss or damage. A person who is learning to drive must comply with legislation concerning learner drivers.
- "civil legal action"* — means an institution and/or defence of legal action procedure by way of summons.



# PART 3: FAMILY PROTECTION PLAN

# PERSONAL ACCIDENT

## BASIC COVER

### 1. *Death and/or permanent disability*

We will pay compensation for *your* accidental *death* and/or *permanent disability* caused directly by *bodily injury* within 12 months of an *accident*.

### 2. Compensation scale

2.1 Compensation for *death* — the amount shown in the *Schedule* next to *your* name.

2.2 Compensation for *permanent disability* — a percentage of the amount shown in the *Schedule* next to *your* name. The percentage that will apply can be found in the following compensation scale:

Description of <i>permanent disability</i>	Percentage
Loss by physical separation at or above the wrist or ankle of one or more limbs	100%
Loss of four fingers of one hand	70%
Loss of thumb <ul style="list-style-type: none"> <li>• both phalanges</li> <li>• one phalanx</li> </ul>	25% 10%
Loss of index finger <ul style="list-style-type: none"> <li>• three phalanges</li> <li>• two phalanges</li> <li>• one phalanx</li> </ul>	10% 8% 4%
Loss of middle finger <ul style="list-style-type: none"> <li>• three phalanges</li> <li>• two phalanges</li> <li>• one phalanx</li> </ul>	6% 4% 2%
Loss of ring finger <ul style="list-style-type: none"> <li>• three phalanges</li> <li>• two phalanges</li> <li>• one phalanx</li> </ul>	5% 4% 2%
Loss of little finger <ul style="list-style-type: none"> <li>• three phalanges</li> <li>• two phalanges</li> <li>• one phalanx</li> </ul>	4% 3% 2%

Loss of metacarpals <ul style="list-style-type: none"> <li>• first or second (additional)</li> <li>• third, fourth or fifth (additional)</li> </ul>	3% 2%
Loss of toes <ul style="list-style-type: none"> <li>• all of one foot</li> <li>• big (both phalanges)</li> <li>• big (one phalanx)</li> <li>• other than big, if more than one toe lost, each</li> </ul>	30% 15% 2% 1%
Loss of hearing <ul style="list-style-type: none"> <li>• both ears</li> <li>• one ear</li> </ul>	80% 25%
Total and irreparable loss of sight in one or both eyes	100%
Loss of <ul style="list-style-type: none"> <li>• sight, except perception of light</li> <li>• lens of eye</li> </ul>	75% 75%
Total paralysis or being permanently bedridden	100%
Total disablement from ever continuing the occupation or doing the normal work <i>you</i> have been trained for or have knowledge of	100%

Permanent total loss of use of a limb will be treated as loss of the limb.

Where this compensation scale does not provide for a particular *permanent disability*, we will consider compensation for the *permanent disability* if, in our opinion, it does not contradict the scale of benefits.

## TERMS AND CONDITIONS

### 1. Maximum compensation payable

We will compensate *you* up to the amount shown in the *Schedule* under *Death* and *Permanent disability* for any single *claim* or series of *claims* resulting from the same event that happens during the period of insurance.

### 2. Other insurance

General condition 10 "Other insurance" does not apply to this *section*.

### 3. Medical examinations

*You* must undergo, at *our* cost, any medical examination *we* require.

### 4. Medical advice

If *you* have any *bodily injury* that may result in a *claim*, *you* must seek medical advice within a reasonable time and follow that advice. If *you* do not fulfil this condition, *we* have the right to refuse compensation for any consequences of *your* failure to follow the advice.

### 5. Compensation in the event of *your death*

If *you* die, compensation will be paid to *your* estate.

## NOT COVERED BY THIS SECTION

We will not provide compensation for:

1. *death, permanent disability or temporary total disablement* due to:
  - 1.1 suicide, attempted suicide or intentional self-inflicted injury;
  - 1.2 insanity, neurosis or stress-related conditions;
  - 1.3 any physical disability or infirmity present at the start of this insurance;
  - 1.4 sickness or disease of any nature present at the start of this insurance;
  - 1.5 pregnancy, childbirth, miscarriage, abortion or any consequences of these activities;
  - 1.6 HIV (Human Immunodeficiency Virus) or any related illness, including AIDS (Acquired Immune Deficiency Syndrome) or any mutant derivative or variation of it;
2. *your* participation in any:
  - 2.1 defence force, police service or correctional services activities;
  - 2.2 racing other than on foot or in a non-motorised *watercraft*;
  - 2.3 *motorcycle* riding;
  - 2.4 mining activities;
  - 2.5 manufacture or use of explosives;
  - 2.6 wilful misconduct;
3. *you* being under the influence of intoxicating liquor or drugs;
4. *you* driving a *vehicle* while *your* blood or breath alcohol concentration exceeds the legal limit;
5. if *you* are younger than 16 years or older than 75 years of age when the *accident* happens.

## DEFINITIONS

“ <i>you/your</i> ”	— means any person whose name is shown in the <i>Schedule</i> of this <i>section</i> , under the heading “insured persons”.
“ <i>death</i> ”	— means death occurring within 12 consecutive months of the <i>accident</i> .
“ <i>bodily injury</i> ”	— means bodily injury caused by violent, accidental, external and visible means.
“ <i>accident</i> ”	— means an accident that is the direct cause of <i>bodily injury</i> being sustained.
“ <i>permanent disability</i> ”	— means permanent disability, as described in the compensation scale, occurring within 12 consecutive months after sustaining the <i>bodily injury</i> .
“ <i>temporary total disablement</i> ”	— means total and absolute incapacity from following <i>your</i> usual business or occupation.

# DEATH BENEFIT PLAN

## BASIC COVER

We will provide the following compensation:

1. for *your* accidental death resulting from an unnatural cause;
2. for *your* death resulting from a natural cause.

This cover will only begin after the waiting period shown in the *Schedule* has ended.

The limits of compensation are shown in the *Schedule*.

## TERMS AND CONDITIONS

### 1. Claims procedure

- 1.1 We will pay the compensation in cash, but we will not pay more than the amounts shown in the *Schedule* next to *your* name.
- 1.2 We will pay the compensation within two working days after we have received all of the following, if required:
  - 1.2.1 *death* certificate or a certified copy of it;
  - 1.2.2 certified proof of age;
  - 1.2.3 certified copy of identity document;
  - 1.2.4 certified copy of *your* marriage certificate;
  - 1.2.5 certificate proving that any dependent *child* between the ages of 21 years and 25 years was a full-time student at an educational institution. The certificate must be signed by the head of the educational institution;
  - 1.2.6 a declaration by a medical practitioner showing the nature of the disability if the dependent *child* older than 21 years was mentally or physically disabled.

### 2. General conditions

Because Santam does not underwrite this *section*, only some of the General conditions in this policy apply. The General conditions that apply are:

3. Period of this policy
4. Payment of premium
6. Changes
7. Cancellation

- 11. Information that affects the risk
- 15. Jurisdiction

## NOT COVERED BY THIS SECTION

We will not cover death due to suicide or attempted suicide during the first 24 months for which *you* have cover under this *section*, irrespective of whether *you* were insane or lawfully incapable of guilt when *you* committed suicide or attempted to commit suicide.

## DEFINITIONS

- “*we/us/our*” — means Sanlam Customised insurance Limited: Registration number — 2002/021566/06.
- “*you/your*” — means *any person* whose name is shown in the *Schedule* of this *section*, under the heading “insured persons”. If the name is extended with “and family” the person’s spouse and *children* are included.
- “*child/children*” — means natural, legally adopted and step-children younger than 21 years, and children older than 21 years who are mentally or physically disabled and totally dependent on *you* and live with *you*. Children who are dependent on *you* and who study full-time are included up to the age of 25 years. *Your* married children are not included.

# HOSPITAL BENEFIT PLAN

## BASIC COVER

### 1. *Hospitalisation benefit*

We will pay compensation valued at the *daily benefit for hospitalisation* due to a *covered event*.

We will pay the *daily benefit* for every 24-hour period (a day) *you* are hospitalised, up to 730 consecutive days.

If *you* are hospitalised more than once due to the same *covered event*, it will be seen as one *hospitalisation* unless a period of 12 consecutive months has passed between *hospitalisations*.

### 2. **Bonus recovery benefit**

We will compensate *you* 50% of the *daily benefit* while *you* recover after any *hospitalisation* covered under Basic cover 1 above.

We will pay this benefit for every day *you* were hospitalised, up to a maximum of 30 days.

## NOT COVERED BY THIS SECTION

We do not cover *hospitalisation* due to:

1. attempted suicide or any intentional self-injury; depression; insanity; neurosis; stress-related conditions; sexually transmitted disease; abortion or any complications relating to abortion; HIV (Human Immunodeficiency Virus) or any related illness, including AIDS (Acquired Immune Deficiency Syndrome), or any mutant derivative or variation thereof;
2. racing, except on foot or in a *watercraft* that is not mechanically propelled;
3. drug addiction or alcoholism;
4. routine physical or other examinations where there are no objective indications of impairment in normal health and laboratory diagnostic or X-ray examinations, except in the course of a disability by prior call or attendance of a physician;
5. any recurrence of any physical or mental defect, infirmity or condition for which treatment or advice was given to *you* or which manifested itself during the 12 months before the start of this cover;
6. in vitro fertilisation;
7. investigations, operations or treatment of a purely cosmetic nature or for obesity;
8. an event that had taken place or arisen because *you* were under the influence of intoxicating liquor or drugs;

9. an event that had taken place or arisen from driving a *vehicle* while *your* blood or breath alcohol concentration exceeded the legal limit.

## DEFINITIONS

- “*you/your*” — means any person named in the *Schedule* of this *section*, under the heading “insured persons”. If the name in the *Schedule* is extended to include “family”, the person’s spouse and *children* are included.
- “*children*” — means natural, legally adopted and step-children younger than 21 years, and children older than 21 years who are mentally or physically disabled and totally dependent on *you* and live with *you*. Children who are dependent on *you* and who study full-time are included up to the age of 25 years. *Your* married children are not included.
- “*daily benefit*” — means the amount shown next to *your* name in the *Schedule*. This amount applies to every person separately if cover is extended to include “family”.
- “*hospitalisation*” — means when *you* are an in-patient in a hospital recognised in terms of the legislation of the area where *you* are hospitalised.
- “*covered event*” — means illness; bodily injury caused by violent, accidental, external and visible means; childbirth if *you* (the person giving birth) have already been covered for 12 consecutive months under this *section* and the premium for this period has been paid.

