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GENERAL

This policy and the schedule are the contract between us (we or our) - Santam Limited - and you (your, yourself) - the insured/other insured(s) - stated in the schedule. Any application or statement made by you or on your behalf will form the basis of this policy and be part thereof.

If the premium which we require is paid to us, we will indemnify you, subject to the terms, exclusions and conditions of the policy, against occurrences for which you are covered under the policy and which happen during the computation period stated in the schedule. We will indemnify you by payment or at our choice by replacement or reparation of the property, or a combination hereof. If we replace or repair, we are not obliged to do so exactly or precisely but only as circumstances reasonably allow. We will not pay more for property than the amount for which it is covered.

General cover, conditions, exclusions and definitions are applicable to the whole policy unless it is specifically stated otherwise.

General conditions

1. Term of contract

The term of the contract is initially the period from the inception date of the policy to the last day of the calendar month in which the inception date occurs. Thereafter the term of the contract is a period of one calendar month.

2. Payment of premiums

The premium is payable in advance and must, upon our request, be paid to us by your paying agent stated in the schedule. If the premium is not paid to us upon request, your cover will still remain in force during the term of the contract for which we have not received a premium. You therefore owe us this premium. At the next request for payment two debit orders will be submitted, one in respect of the unpaid debit order as well as the normal one for the new month. If you prefer, the unpaid premium can be paid in at any Santam office.

When two debit orders are submitted to your paying agent and only one is paid, this money will be used to clear the oldest debt.

Should you have a claim during the term of the contract in respect of which the debit order has been unpaid, you must first settle the outstanding premium before your claim can be processed.

The policy will be cancelled when premiums for two consecutive terms of the contract are not paid and we will make no further requests for premiums from your paying agent.

If the policy is paid annually in advance by means of one debit order and that debit order is returned unpaid, your cover will remain in force for one further month. The debit order for the unpaid premium will again be submitted for payment during the next month. If it is again unpaid, the policy will be cancelled.

The insured and any other insured(s) are collectively and individually responsible for the payment of the premium.

3. Duty of care

You must exercise all reasonable precautions for the maintenance and safety of the property insured as well as prevent or minimise loss or damage.

4. Limitations and amendments

Limitations of and amendments to the policy contract may be made by us after giving you 30 days' written notice thereof at your last known address.

5. Cancellation

The policy or any section thereof may be cancelled by you immediately at any time or by us after giving you 30 days' written notice thereof at your last known address.

6. Rights to you only

- This policy gives rights to you only. Any extension of our liability towards another person gives no rights to such person to claim against us. You must claim on behalf of the person after which Santam will handle the matter further on your behalf.
- You may not cede your rights.

7. Claims

- In the event of an occurrence which may result in a claim, you must notify us thereof as soon as possible, as well as of any other policy which covers the same occurrence.
- Within 30 days' after the occurrence, you must supply us with full details of the occurrence, as well as clear and full details and documentation which we may reasonably require.
- If you become aware of any possible prosecution or legal proceedings or claim against you, you must immediately inform us thereof in writing.
- Any occurrence where theft or any other criminal act or loss is involved must be reported to the police immediately.
- If more than one person is covered we may, at our discretion, make payment of any claim to any such persons. The payment will discharge us from any further liability.
- You may not make a statement, admission, offer, promise or payment or give indemnity without our written consent. Another person may also not do so on your behalf.

8. Our rights after an occurrence which may lead to a claim

- You must allow us to enter the building or premises where the loss or damage took place and to take possession of the damaged property covered by this policy to deal with it in a reasonable manner. You are not entitled to abandon any property to us, whether taken possession of by us or not.

- You must supply all information and assistance which we may reasonably require and we have the right to take over the defence or settlement of a claim and conduct it in your name.
- We have the right at any time to relinquish the 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, after which we will be discharged from all further liability.

9. Fraudulent or wilful acts

All rights of indemnity under the policy will be forfeited if:

- a claim is in any respect fraudulent or if fraudulent means are used by you, or on your behalf, to obtain any benefit under the policy;
- a claim in any way occurs due to a wilful act committed by you or with your connivance;
- information in connection with a claim is not true.

10. Prescription

- If we dismiss a claim you have 90 days from that date to appeal to us in writing. You also have a further 90 days after this period to institute legal proceedings against us if your appeal is not successful. If this is not done we are no longer liable in respect of the claim.
- We are not liable after twelve months have expired from the date of the occurrence that gives rise to a claim unless the claim is the subject of a pending court action between you and us, or is the subject of arbitration, or is a claim for sums for which you may become legally liable.

11. Other insurance

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

12. Rights and remedies (subrogation)

At our expense you must do or permit to be done all such things that may be necessary, or reasonably required by us, to enforce any rights which we shall be or would become subrogated to upon indemnification to you, whether such things shall be required before or after indemnification.

13. Annulment of the policy

This policy or any part thereof can be declared null and void by us if any details which affect the risk are not disclosed, or are misrepresented or misdescribed by you or on your behalf, or if we are not informed of an alteration in the risk by you or on your behalf.

14. Reinstatement of the insured amounts

The insured amounts of the policy will not be reduced by the amount of any claim.

15. Excess

Under some policy sections you are liable in respect of an occurrence which results in a claim, for the first part ("excess") of any amount which is payable by us. The applicable excess is set out in the schedule.

16. Jurisdiction

This policy is subject to the jurisdiction of the courts of the Republic of South Africa and of Namibia. We are not liable for any legal costs and expenses not incurred in the Republic of South Africa or Namibia.

17. Sharing of insurance information

Your authorisation to Santam

- I 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 with a view to limiting premiums.
- On my own behalf and on behalf of any person I represent herein, I hereby waive my right to privacy with regard to any underwriting and claims information in respect of any insurance policy or claim made or lodged by me, or on my behalf.
- I consent to such information being stored in the shared database and used as set out above.
- I also consent to such information being disclosed to any insurer or its agent.
- I further consent to any underwriting information being verified against legally recognised sources or databases.

All rights of indemnity under this policy will be forfeited for an occurrence or claim if you or a person who deals on your behalf does not abide by the terms of general condition 3, 6, 7, 8 and 12 in respect of the occurrence or claim.

General exclusions

1. We are not liable for a claim due to the following:
 - 1.1 nationalisation, confiscation, commandeering, requisition or wilful destruction by any lawfully constituted authority;
 - 1.2 consequential or indirect loss;
 - 1.3 liability which you or a co-insured assumes by agreement unless you or a co-insured would have been liable if the agreement did not exist;
2. A. This policy does not cover loss of or damage to property related to or caused by:
 1. civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
 2. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 3. - mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;

- insurrection, rebellion or revolution;
- 4. any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- 5. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
- 6. any attempt to perform any act referred to in clause 4 or 5 above;
- 7. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause A 1, 2, 3, 4, 5 or 6 above.

If we allege that, by reason of clause A 1, 2, 3, 4, 5, 6 or 7 of this exclusion, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on you.

- B. This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.
- C. Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General exclusion 2 C an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If we allege that, by reason of clause 2 C of this exclusion, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on you;

- 3. Except as regards the Personal Accident section, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - i) ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
 - ii) nuclear material, nuclear fission or fusion, nuclear radiation;
 - iii) nuclear explosives or any nuclear weapon;
 - iv) nuclear waste in whatever form;

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.

- 4. General exclusion (applicable to personal computers, laptop computers and the contents of deep freezers and the freezing compartments of fridges)

This policy does not cover:

- 1. loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- 2. any legal liability of whatsoever nature;
- 3. any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all

- i) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
- ii) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date, or
- iii) to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
- iv) to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code

or instruction including any trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether your property or not.

Special extension to General exclusion 4

- A. Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by any of the included special perils referred to below is not excluded.

The only special perils that are included for the purpose of this special extension are damage caused by:

1. storm, wind, water, hail or snow;
2. aircraft and other aerial devices or articles dropped therefrom;
3. impact by aerials, satellite dishes or vehicles excluding damage to such aerials, satellite dishes or vehicles or property in or on such vehicles.

These special perils do not cover wear and tear or gradual deterioration.

- B. This Special extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this General exclusion and Special extension thereto.

General definition

“claim”- any request for indemnity or compensation, irrespective of whether any amounts have been ascertained for the claim or not.

ALL RISKS

Optional cover

If a heading which follows is stated in the schedule, the property belonging to you or a co-insured is covered up to the limit of the insured amount as stated for it in the schedule.

1. Clothing and personal effects

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

We will not pay more than **RI 000** or **20%** of the insured amount which is stated in the schedule for this cover (whichever is the greater), for any one article, pair or set.

2. Personal documents, coin or stamp collections

- Loss of or damage to personal documents, among other things personal deeds, wills, agreements, maps, plans, records, books, letters and certificates. Share certificates and other negotiable documents are not covered. We cover the personal documents only in respect of the value of the materials and the cost of labour to replace the documents.

- Loss of or damage to coin or stamp collections. We will not pay more than the value of a single coin or stamp or a single set of coins or stamps which are lost or damaged. The value will be ascertained by means of the current catalogue or price list.

3. Transport of groceries and household goods

Loss of or damage to groceries and household goods which you or a co-insured transport after the purchase thereof along a reasonably direct route to your home.

4. Keys, locks and remote control units

Loss of or damage to keys, locks and remote control units used in connection with your private residence, vehicles or water craft. The reasonable costs you incur for calling out a locksmith due to an emergency caused by the loss or damage are covered as well.

5. Wheelchairs

Loss of or damage to a wheelchair, described in the schedule, and its accessories.

6. Bicycles

Loss of or damage to a bicycle, described in the schedule, which is not mechanically or electrically driven or assisted, and its accessories.

7. Cellular telephones (including mechanical, electrical or electronic breakdown)

Loss of or damage to a cell phone, described in the schedule, and its accessories.

8. Television sets, video recorders, decoders and video cameras (including mechanical, electrical or electronic breakdown)

Loss of or damage to a television set, video machine, decoder or video camera as described in the schedule. Television aerials are covered as well.

9. Computer equipment (including mechanical, electrical or electronic breakdown)

Loss of or damage to computer equipment and all its components as described in the schedule. The reproduction or repair of data or programs (software) are not covered.

10. Items in a bank vault

Loss of or damage to items described in the schedule and which is kept in a vault of a registered bank. The items are covered only while kept in the vault of the bank.

11. Specified articles

Loss of or damage to any article described in the schedule.

Exclusions

The following are not covered unless specifically stated otherwise:

- loss or damage:
 - due to theft of clothing from a washing line on the premises of your private residence;
 - due to depreciation or gradual causes such as wear and tear, rust, mildew, corrosion or decay;
 - caused by household pests such as rodents, ants or moths or a cleaning, repairing or restoration process;
 - due to mechanical, electrical or electronic breakdown;
 - resulting from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and/or fraud;
- loss, damage or breakage for which provision is made in a guarantee, service contract or purchase, hire, hire-purchase or financing agreement or any other similar agreement;
- damage to glass, glassware or other brittle articles due to cracking, scratching or breakage unless caused by theft or attempt thereat or fire. Jewellery, cameras or fixed glass of television sets are not excluded;

4. property, irrespective of whether it will be processed, which is obtained with the purpose of being disposed of in a business transaction;
5. vehicles, including gardening equipment controlled by a driver, water craft, aircraft and other aerial devices and any part, including the tools, spare parts and accessories of all the aforementioned whilst in, on or attached to it;
6. theft from an unattended vehicle which is not locked.

Conditions

1. Basis of indemnity

The basis upon which indemnity is calculated is the cost of replacing the lost or damaged property or part of it with similar new property, limited to the insured amount stated in the schedule.

2. Pairs or sets

If an article which is lost or damaged was part of a pair or set, we will not pay more for the article than its proportionate value with regard to the total value of the pair or set.

Definition

“co-insured” - your spouse and any other member of your family or your spouse’s family, who normally reside with you.

VEHICLES

Basic cover

1. Type of cover

● Comprehensive

If the schedule states the cover as being **comprehensive** - loss of or damage to the vehicle.

● Limited (Fire and theft)

If the schedule states the cover as being **limited** - loss of or damage to the vehicle, caused by fire, lightning, explosion, theft or attempted theft.

● Theft excluded

If the schedule states the cover as being **theft excluded** - loss of or damage to the vehicle excluding loss of or damage caused by theft or attempted theft.

2. Safeguarding, emergency repairs and delivery

- The **reasonable costs** to safeguard and remove the vehicle to the closest repairer, if the vehicle is out of order, due to loss or damage covered under this section.

- Emergency repairs of up to **RI 000** for the vehicle. There is no limit for emergency repairs to the window glass.

The emergency repairs must be due to loss or damage covered under this section and you may approve it without our prior consent. You must obtain an itemised invoice and forward it to us.

- The **reasonable costs** to deliver the vehicle to you, in the Republic of South Africa, Namibia, Lesotho, Botswana and Swaziland, after repair of damage, or loss, covered under this section.

3. Replacement of a new vehicle

Replacement of the vehicle, which is a car or light delivery vehicle, with a similar new vehicle, if the vehicle is no older than twelve months after date of first registration and has not done more than 30 000 kilometres. We will replace the vehicle if it is damaged and, in our opinion, it cannot be repaired economically, or if it is stolen and not recovered within a reasonable period.

This cover will only be applicable if the insured amount for the vehicle is equal to or more than the retail price as stated in the Auto Dealers' Guide published by Mead and McGruther.

Replacement of the vehicle will only take place if a similar new vehicle is available on the local market.

Optional cover

If a heading which follows is stated in the schedule, the cover is applicable up to the limit of the insured amount (where applicable) as stated for it in the schedule.

1. Specified accessories (such as sound equipment and car phones)

Loss of or damage to accessories, forming part of the vehicle and described in the schedule. We also cover the accessories when they are removed from the vehicle temporarily.

2. Difference between market value and hire purchase

The difference between the market value of the vehicle, which is a car or light delivery vehicle, and the amount outstanding on an extended sale agreement, if the car or light delivery vehicle is damaged and it is our opinion that it cannot be repaired economically, or when it is stolen and not recovered within a reasonable period. We pay the difference to the title holder stated in the agreement, excluding instalments or interest on arrears.

3. Tools, spare parts and travel accessories

Loss of or damage to car tools, spare parts and travel accessories, such as rugs, seat covers, rubber mats, towing ropes, sun shields, whilst in the vehicle.

4. Car-hire – Comprehensive (Total loss and partial damage)

We will supply you with a vehicle of our choice if your vehicle is unusable or is being repaired due to loss or damage covered under this section. Loss or damage which is less than the applicable excess will not be deemed to be covered.

We will supply the vehicle after full information in respect of the loss or damage has been received by us.

The vehicle will be supplied to you for a period of thirty days, or a shorter period (whichever is first) which will end when:

- the vehicle is repaired satisfactorily, if the vehicle can be repaired economically;
- you have bought a replacement vehicle, in the event of a cash settlement;
- the vehicle is found plus any time for repair thereafter, in the event of theft of the vehicle.

5. Car-hire – Limited (Total loss only)

We will supply you with a vehicle of our choice if your vehicle is damaged and it is our opinion that it cannot be repaired economically, or when it is stolen and not recovered within a reasonable period. The loss or damage must be covered under this section.

We will supply the vehicle after full information in respect of the loss or damage has been received by us.

The vehicle will be supplied to you for a period of thirty days, or a shorter period (whichever is first) which will end when:

- you have bought a replacement vehicle, in the event of a cash settlement;
- the vehicle is found plus any time for repair thereafter, in the event of theft of the vehicle.

Exclusions

The following are not covered:

1. mechanical or electrical breakdown; depreciation; gradual causes such as wear and tear, rust, mildew, corrosion or decay;
2. damage to tyres caused by the application of brakes, or road punctures, cuts or bursts;
3. damage to the suspension caused by uneven roads or other uneven surfaces;
4. damage to the vehicle caused by or attributable to an unroadworthy condition of the vehicle;
5. loss of or damage to the vehicle which arises
 - 5.1. outside the territorial limits, unless the vehicle is transported by sea between ports within the territorial limits;
 - 5.2. if the vehicle is used for any purpose other than according to the relevant condition of use;
 - 5.3. from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and/or fraud;
 - 5.4. while you drive or tow the vehicle under the influence of intoxicating liquor or drugs, or your blood alcohol concentration exceeds the legal limit;
 - 5.5. while any other person drives or tows the vehicle with your express or implied permission, and who is, to your knowledge, under the influence of intoxicating liquor or drugs;
 - 5.6. while you or any other person drives or tows the vehicle with your express or implied permission, without a driver's license, irrespective of where the vehicle is being driven or towed.

Conditions

I. Use

● Private

If the use is stated in the schedule as **“private”**, the vehicle may be used for social, domestic and pleasure purposes. The vehicle may also be used for your profession and journeys between the place of residence and permanent place of business or by exception for the purpose of business, trade or occupation.

Use for the following is excluded - if the vehicle is a caravan or trailer, use in connection with any business, trade or occupation; hiring; carriage of passengers for hire or who pay a fare or, if the vehicle is a caravan or trailer, the carriage of any passengers; driving instruction for reward; racing, towing of a vehicle for reward; carriage of explosives; carriage of more load or passengers than that for which the vehicle is designed or licensed to carry; while the vehicle is in the custody or control of a car dealer while waiting to be sold.

● Business

If the use is stated in the schedule as **“business”**, the vehicle may be used for social, domestic, pleasure, business, trade or occupational purposes.

Use for the following is excluded - hiring; carriage of passengers for hire or who pay a fare; driving instruction for reward; racing; towing of a vehicle for reward; carriage of explosives; carriage of more load or passengers than that for which the vehicle is designed or licensed to carry; while the vehicle is in the custody or control of a car dealer while waiting to be sold.

● Farming

If the use is stated in the schedule as **“farming”**, the vehicle may be used for social, domestic or pleasure purposes, as well as for your undertaking or occupation in connection with your farming.

Use for the following is excluded - hiring; carriage of passengers for hire or who pay a fare; driving instruction for reward; racing; towing of a vehicle for reward; carriage of explosives; carriage of more load or passengers than that for which the vehicle is designed or licensed to carry; while the vehicle is in the custody or control of a car dealer while waiting to be sold.

2. Limit of indemnity

The maximum amount we will pay for loss of or damage to the vehicle is limited to the insured amount of the vehicle or its reasonable market value - whichever is the lesser.

3. Unavailable parts

If a part necessary for the repair of the vehicle is not available in the Republic of South Africa as a standard (ready-made) part, we will pay an amount equal to the value of the part at the time when the loss or damage occurred. The amount includes the reasonable cost to transport the part (excluding air transport). The value of the part will be determined according to the price stated in the most recent catalogue or price list.

4. Interest of a title holder

If a valid claim occurs and we know that the vehicle is the subject of an extended sale agreement, we will pay the title holder stated in the agreement. We will pay the title holder up to the outstanding amount only, in accordance with the agreement and any further amount payable will be paid to you.

5. Further damage after an accident

If the vehicle is in an accident or it breaks down and is used or driven before the necessary repairs have been carried out, you will be responsible for any consequential damage to the vehicle which results due to the accident or breakdown.

6. Security measures

If a security device which is installed in or on the vehicle, and is required by us or for which we have given a discount, is not activated or put into operation when the vehicle is left unattended, theft cover will not be applicable in respect of the vehicle.

Definitions

“vehicle” - any car or light delivery vehicle described in the schedule, including the standard issued tools, accessories and spare parts, whilst therein or thereon, as well as other additional accessories and parts of the vehicle while fitted thereto.

“car” - a private motor car, or combi/microbus/minibus (or similar vehicle) designed or adapted to carry not more than ten occupants (including the driver), or a station wagon or a motorised caravan, not exceeding 3 500 kg in gross vehicle mass.

“light delivery vehicle” - a light delivery vehicle (including a panel van) not exceeding 3 500 kg in gross vehicle mass.

“driver’s license” - a valid driver’s license in compliance with legislation of the specific region 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.

“territorial limits” - Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi and Mozambique.

“racing” - racing, speed or other contests, rallies or trials (including time trials).

PERSONAL LEGAL LIABILITY

Basic cover

1. Personal legal liability

Legal liability for amounts which you, a co-insured (who is not covered otherwise) or your legal representative (in the event of your death) must pay as compensation due to:

- accidental death of, or bodily injury to, or illness of any person,
- accidental physical loss of, or damage to tangible property, which happens or arises during the computation period, anywhere in the world;
- legal costs and expenses
 - which a claimant can recover from you or a co-insured, in respect of a valid claim under this section;
 - which you or a co-insured incur with our written consent.

2. Liability for wrongful arrest

Legal liability for amounts which you or a co-insured must pay as compensation due to the wrongful arrest or frisking of a person, including assault relating to it, which happens during the computation period. Cover is limited to **R50 000**.

3. Credit cards, credit vouchers and SIM cards (for use in Cellphones)

Liability for amounts which you or your spouse must pay, due to the unlawful use by a person not related to you or your spouse, of:

- Credit cards or credit vouchers officially issued by a credit institution in your or your spouse's name;

You and your spouse had to have complied with the terms and conditions under which the credit cards and credit vouchers were issued to you;

- SIM cards issued in your or your spouse's name.

Cover is limited to **R2 000**.

4. Hole-in-one or full-house

Should you or a co-insured hit a hole-in-one in golf or score a full-house in bowls, on a golf course or bowling-green affiliated to a provincial union, we will pay you **R1 000**.

The hole-in-one or full-house must be achieved whilst playing in terms of the recognised rules of the specific game and the hole-in-one or full-house must be confirmed in writing by the secretary of the club.

5. Liability to domestic employees

Legal liability for amounts which you or a co-insured (who is not covered otherwise) must pay as compensation due to:

- accidental death of, or bodily injury to your or a co-insured's domestic employee, which arises from and in the course of his or her service, during the computation period;

- legal costs and expenses
 - which a claimant can recover from you or a co-insured, in respect of a valid claim under this section;
 - which you or a co-insured incur with our written consent.

6. Tenant's liability

Legal liability for amounts which you must pay as tenant or occupant of a dwelling-place, to the owner due to accidental:

- loss of or damage to the buildings and/or fixtures or fittings in it, directly caused by
 - storm, wind, water, hail or snow,
 - theft or attempted theft,
 - fire or explosion;
- breakage of glass or sanitary ware (excluding chipping, scratching and disfiguration);
- damage to supply connections between the public supply and the buildings;
- collision by animals or vehicles;
- loss of or damage to keys, locks and remote control units;

which happens or arises during the computation period.

Liability due to loss of or damage to keys, locks and remote control units is limited to **R1 000**.

Exclusions

The following are not covered, unless specifically stated otherwise:

1. legal costs and expenses incurred after the date that we paid or offered to pay either the full amount of a claim, or a lesser amount for which a claim can be settled, or the maximum amount for which we are liable for a claim;
2. liability due to accidental death of, or bodily injury to, or illness of you or a co-insured and any person in your or a co-insured's service, if the liability arises from their service;
3. liability due to accidental loss of, or damage to property, belonging to, or rented or lent to, or kept in trust by, or under the charge or control of, or in the custody of you or a co-insured, or any person in your service;
4. liability relating to:
 - 4.1. the exercise of any business, trade or occupation;
 - 4.2. the possession, ownership, occupation or use of land, buildings or structures;
 - 4.3. building activities such as alterations, additions or renovations to the buildings;
 - 4.4. vibration or the removal or weakening of, or interference with support to land, buildings or other property;
 - 4.5. the ownership, possession, use or handling of vehicles (including trailers and caravans, but not bicycles not assisted mechanically or electrically),

water craft, air craft or other aerial devices, firearms, air guns or any animals (other than dogs and cats);

5. liability for fines, penalties or punitive damages;
6. liability arising from a gradual cause which does not result from sudden and identifiable occurrence;
7. liability of a co-insured or legal representative should they not comply with the terms of the policy.

Condition

Limit of indemnity

We pay for a single claim or series of claims, arising from a single occurrence or all occurrences which happen during a computation period, up to the amount stated in the schedule or where the amount for basic cover is limited, up to the limited amount.

Definition

“co-insured” - your spouse and any other member of your family or your spouse’s family, who normally reside with you.

VEHICLE LIABILITY

Basic cover

1. Liability to third parties

Legal liability for amounts which you must pay as compensation, due to an occurrence which happens or arises in connection with the insured vehicle, including the towing of any single insured or other vehicle, as well as the loading of any load onto or off the insured vehicle.

2. Liability if another person drives or uses the insured vehicle

Legal liability for amounts which another person must pay as compensation, due to an occurrence which happens or arises in connection with the insured vehicle, while the other person drives or uses the insured vehicle, including the loading of any load onto or off the insured vehicle.

We are not liable if the other person:

- drives the insured vehicle without your expressed or implied permission;
- is entitled to indemnity under another policy;
- does not comply with the terms of this policy;
- was refused vehicle insurance or continuance thereof by an insurer.

3. Liability if you drive or use any other vehicle

Legal liability for amounts which you must pay as compensation, due to an occurrence which happens or arises in connection with any other vehicle, while you drive or use the other vehicle, including the loading of any load onto or off the other vehicle. Damage to the other vehicle is not covered.

We are liable if the other vehicle driven or used is:

- a car and the insured vehicle is a car or light delivery vehicle;
- a light delivery vehicle and the insured vehicle is a light delivery vehicle or a car.

4. Passenger liability in respect of light delivery vehicles

Legal liability for amounts which you must pay as compensation, due to accidental death of or injury to a person who at the time of the event is transported in or on the load body of an insured light delivery vehicle. Cover is limited to **R200 000**.

Exclusions

The following are not covered, unless specifically stated otherwise:

1. legal costs and expenses incurred after the date that we paid or offered to pay either the full amount of a claim, or a lesser amount for which a claim can be settled, or the maximum amount for which we are liable for a claim;
2. liability due to accidental death of, or bodily injury to, or illness of yourself or a member of your household or family, or any person in your or their service, if the liability arises from the service;

3. liability due to accidental loss of, or damage to property;
 - 3.1. belonging to, or kept in trust by, or under the charge or control of, or in the custody of yourself, a member of your household or family or any person in your service;
 - 3.2. transported by the insured vehicle or other vehicle, or loaded onto or off it;
4. liability due to accidental death, injury or damage in connection with any tool or plant forming part of, or attached to or used in connection with the insured vehicle or other vehicle, or anything manufactured by or contained in the tool or plant. This exclusion does not apply when the vehicle is used with the intention of repairing or maintaining it;
5. liability due to accidental death of or bodily injury to a person, who at the time of the occurrence is carried in or on a caravan, trailer, motor cycle or light delivery vehicle (except whilst in the driver's cabin);
6. the part of any compensation which is provided for by legislation on compulsory motor vehicle accident insurance valid in the territorial limits;
7. liability due to accidental loss of or damage to other vehicles being towed;
8. liability due to accidental death of or injury to any person carried in or on an insured vehicle or other vehicle being towed;
9. costs, expenses or liability which arise:
 - 9.1. outside the territorial limits, unless the insured vehicle is transported by sea between ports within the territorial limits;
 - 9.2. if the insured or other vehicle is used for any purpose other than according to the relevant condition of use;
 - 9.3. while you drive or tow the insured or other vehicle under the influence of intoxicating liquor or drugs, or your blood alcohol concentration exceeds the legal limit;
 - 9.4. while any other person drives or tows the insured or other vehicle with your expressed or implied permission, and who is under the influence of intoxicating liquor or drugs;
 - 9.5. while you or any other person drives or tows the insured or other vehicle with your expressed or implied permission, without a driver's license, irrespective of where the vehicle is being driven or towed.

Conditions

1. Use

- **Private**

If the use is stated in the schedule as "**private**", the vehicle may be used for social, domestic and pleasure purposes. The vehicle may also be used for your profession and journeys between the

place of residence and permanent place of business or by exception for the purpose of business, trade or occupation.

Use for the following is excluded - if the vehicle is a caravan or trailer, use in connection with any business, trade or occupation; hiring; carriage of passengers for hire or who pay a fare or, if the vehicle is a caravan or trailer, the carriage of any passengers; driving instruction for reward; racing; towing of a vehicle for reward; carriage of explosives; carriage of more load or passengers than that for which the vehicle is designed or licensed to carry; while the vehicle is in the custody or control of a car dealer while waiting to be sold.

● **Business**

If the use is stated in the schedule as **“business”**, the vehicle may be used for social, domestic, pleasure, business, trade or occupational purposes.

Use for the following is excluded - hiring; carriage of passengers for hire or who pay a fare; driving instruction for reward; racing; towing of a vehicle for reward; carriage of explosives; carriage of more load or passengers than that for which the vehicle is designed or licensed to carry; while the vehicle is in the custody or control of a car dealer while waiting to be sold.

● **Farming**

If the use is stated in the schedule as **“farming”**, the vehicle may be used for social, domestic or pleasure purposes, as well as for your undertaking or occupation in connection with your farming.

Use for the following is excluded - hiring; carriage of passengers for hire or who pay a fare; driving instruction for reward; racing; towing of a vehicle for reward; carriage of explosives; carriage of more load or passengers than that for which the vehicle is designed or licensed to carry; while the vehicle is in the custody or control of a car dealer while waiting to be sold.

2. **Limit of indemnity**

We will pay for a single claim or series of claims arising from a single occurrence or all occurrences which happen during any single computation period, up to the amount stated in the schedule.

3. **Representation/defence**

We are entitled to arrange for:

- representation at any legal autopsy or inquest relating to any death;
- the defence in respect of any action which is the cause of or related to any occurrence;

which may be the subject of indemnity under this section.

Definitions

“insured vehicle” - any car or light delivery vehicle described in the schedule, including the standard issued tools, accessories and spare parts, whilst therein or thereon, as well as other additional accessories and parts of the vehicle while fitted thereto.

“other vehicle” - any car or light delivery vehicle not described in the schedule and not belonging to you or sold or rented to you under an extended sale agreement or, if you are involved in the motor trade, owned by or in the protection of or under the control of a company or firm of motor traders of which you are a director, partner, member or employee, or in your protection or under your control in the course of you running your business as a motor trader.

“car” - a private motor car, or combi/microbus/minibus (or similar vehicle) designed or adapted to carry not more than ten occupants (including the driver), or a station wagon or a motorised caravan, not exceeding 3 500 kg in gross vehicle mass.

“light delivery vehicle” - a light delivery vehicle (including a panel van) not exceeding 3 500 kg in gross vehicle mass.

“occurrence” - an occurrence which leads to:

- accidental death of, or bodily injury to, or illness of a person;
- accidental physical loss of, or damage to tangible property;
- legal costs and expenses
 - which a claimant can recover in connection with a valid claim under this section;
 - incurred with our written consent.

“driver’s license” - a valid driver’s license in compliance with legislation of the specific region 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.

“territorial limits” - Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe and Malawi.

“racing” - racing, speed or other contests, rallies or trials (including time trials).

PERSONAL ACCIDENT

Basic cover

Death/permanent disablement

Compensation for your death or permanent disablement caused directly by bodily injury due to an accident.

Exclusions

The following are not covered:

- I. death or permanent disablement due to:
 - I.1. suicide, attempted suicide or intentional self-injury; insanity; neurosis; stress-related conditions; any physical disability or infirmity; venereal disease; HIV (Human Immunodeficiency Virus) or any related illness, including AIDS (Acquired Immune Deficiency Syndrome) or any mutant derivative or variation of it; pregnancy, child birth, miscarriage, abortion or any complications or consequences thereof;
 - I.2. your participation in activities of the defence force, police services or correctional services;
 - I.3. racing, except on foot or in a water craft not mechanically driven; motor cycling;
 - I.4. digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives;
 - I.5. your wilful misconduct;
2. death or permanent disablement:
 - 2.1. as a result of you being under the influence of intoxicating liquor or drugs;
 - 2.2. due to the driving of a vehicle whilst your blood alcohol concentration exceeds the legal limit;
3. death or permanent disablement if you are younger than 16 years of age or older than 70 years.

Compensation scale

Compensation for death - the amount stated in the schedule next to your name.

Compensation for permanent disablement - a percentage, as specified for the particular permanent disability in the following compensation scale, of the amount stated in the schedule next to your name.

Description of permanent disablement	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	
- both phalanges	25%
- one phalanx	10%
Loss of index finger	
- three phalanges	10%
- two phalanges	8%
- one phalanx	4%
Loss of middle finger	
- three phalanges	6%
- two phalanges	4%
- one phalanx	2%
Loss of ring finger	
- three phalanges	5%
- two phalanges	4%
- one phalanx	2%
Loss of little finger	
- three phalanges	4%
- two phalanges	3%
- one phalanx	2%
Loss of metacarpals	
- first or second (additional)	3%
- third, fourth or fifth (additional)	2%
Loss of toes	
- all of one foot	30%
- great (both phalanges)	15%
- great (one phalanx)	2%
other than great, if more than one toe lost, each	1%
Loss of hearing	
- both ears	80%
- one ear	25%
Total and irreparable loss of sight in one or both eyes	100%
Loss of	
- sight, except perception of light	75%
- lens of eye	75%
Total paralysis, or total disablement from ever pursuing the occupation or doing the normal work you have been trained for or have knowledge of, or being permanently bedridden	100%

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

Where no provision has been made for a particular permanent disablement, solely because it is not described in the abovementioned compensation scale, we will consider compensation for the permanent disability if, in our opinion, it does not contradict the provisions of the scale of benefits.

Conditions

1. Maximum compensation payable

The compensation payable, attributed to one or a series of accidents arising from a single occurrence, will not exceed the amount stated in the schedule alongside your name.

2. Other insurance

This section is not subject to General condition II (other insurance).

3. Medical examinations

Should we require them, you must undergo medical examinations, at our cost.

4. Medical advice

In the event of any bodily injury, which may result in a claim, medical advice must be sought within a reasonable time and followed. We are not liable for any consequences resulting from your failure to seek advice or to follow it, including the use of prescribed special apparatus.

5. Compensation in the event of your death

Compensation will be paid to your estate in the event of your death.

Definitions

“death” - death occurring within twelve calendar months from the accident.

“you” - any person whose name is stated in the schedule of this section, under the heading “insured persons”.

“bodily injury” - bodily injury caused by violent, accidental, external and visible means.

“accident” - an accident which is the direct cause of bodily injury being sustained.

“permanent disablement” - permanent disablement, as described in the compensation scale, occurring within twelve calendar months after sustaining the bodily injury.