



Policy wording



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## INTRODUCTION TO YOUR POLICY

### TYPE OF AGREEMENT

This is a Personal Lines contract of insurance which consists of the Policy wording and the accompanying Schedule which should be read together. **Please read your Schedule carefully to ensure that it has been prepared in accordance with the cover you have selected and that it fully reflects your instructions.** If it is not correct, please contact your broker immediately with instructions to make the necessary changes. Failure by you to advise us of any material changes to the information may result in us rejecting your claim or your Policy may be voided.

The Policy records the terms and conditions of the contract between the Insurer, Santam Limited and the Policyholder whose name appears in the Schedule. The Policyholder is represented by the broker whose name appears in the Schedule.

If you are unsure what information may be material to your Policy or whether you need to advise us of any change, please contact your broker for advice.

At renewal of your Policy, you will be provided with an updated Schedule. Any changes to your cover provided under your Policy will be reflected in an amendment to your Schedule of insurance.

We will cover you for events that take place during the time that you are insured, subject to any restrictions in the contract of insurance in accordance with what is stated in your Policy wording on condition that you meet all the terms, conditions and requirements as listed in this Policy wording and accompanying Schedule.

### THE ROLE PLAYERS

#### Broker

This is the brokerage, contact person or agent acting on your behalf that will administer and maintain your Policy, communicate and be the contact point between Vantage and you for submission of your claims, or for any changes to Policy details, confirmation of Policy or claim information and in other related matters.

#### Underwriting Manager

Vantage Insurance Acceptances (Pty) Ltd (Reg. No. 2009/011208/07), is the representative of Santam Limited and will act as the contact point for the submission of your claims, or for any changes to Policy details, confirmation of Policy or claim information and in other related matters. Vantage Insurance Acceptances (Pty) Ltd is an authorised financial service provider, FSP No. 40821.

#### Insurer

Santam Limited, Reg. No. 1918/001680/06, Licence No. 3416, is your Insurer and they undertake to cover you for the events as described in this Policy wording.

### Disclosure and processing of Personal Information

In terms of the Protection of Personal Information Act, 4 of 2013, Personal Information provided and obtained is mandatory in order to issue this Policy and is collected, held and processed to improve the service provided to you and to provide you with access to our services and products.

We, our authorised agents, advisors, business partners and service providers/contractors may collect Personal Information from you directly, from your usage of our products and services, from your engagements and interactions with us or from public sources, shared databases and third parties. Personal Information will not be shared with service providers that may be abroad unless where necessary or where required under certain conditions and where security measures are in place to protect the Personal Information.

**We may use your information or obtain information about you for the following purposes:**

- Underwriting, assessing the risk, determining the premium and the Policy terms
- Assessment, investigation and processing of claims
- Credit searches and/or verification of Personal Information
- Claims checks
- Fraud prevention and detection
- Market research, statistical analysis and surveys
- Audit and record keeping purposes
- Verification of your identity
- To comply with an obligation imposed by any law on us.

The Personal Information may also be shared with service providers engaged to process such information on our behalf or render services to us. We may collect, retain, process and verify your Personal Information, insurance and/or claim information.

You acknowledge that any Personal Information collected may be stored in a shared database and used for any decision pertaining to the continuance of this Policy or any claim submitted. You acknowledge and understand that any Personal Information may be given to any insurer or its agent and our authorised agents, advisors, business partners and service providers/contractors.

You acknowledge that the information may be verified against legally recognised sources or databases.

We will retain the Personal Information for so long as required or entitled by law, after the termination of this Policy and as such, this consent clause will remain in force even after this Policy has been terminated. You may request details of your Personal Information that is held by us and you may also request that any errors be corrected.

## ABOUT YOUR SUM INSURED/INSURED AMOUNT

1. **What is a sum insured?** The sum insured is the most you can claim for any one incident. The amount may be reflected in a monetary value or as Insured Amount on the Schedule.
2. **Make sure your sum insured is adequate** means when you are underinsured, you can be exposed to serious financial loss if a claim occurs. Make sure your home and contents are insured for their replacement value and your motor vehicles for their retail value or agreed value in respect of Classic cars. It is your responsibility to establish the value of your sum insured and to ensure that it is adequate.
3. **Review your sum insured regularly.** It is important to review it regularly and ask us to change the sum insured when required. New replacement prices on contents are constantly changing, especially for jewellery, valuables, photographic, computer, audio and visual electronic goods. If you upgrade the size and standard of your home, it may increase the cost to rebuild your home. Your sum insured will need to reflect these types of changes.
4. **If you over-insure** we will not pay more than it costs us to rebuild, repair or replace. We will not refund any premium overpaid for over-insuring so it's a good idea to constantly review your sums insured.
5. **Value added Tax (VAT)** is included in your sums insured and limits.

## REPORT INSURANCE FRAUD

Insurance fraud is not a victimless crime. It imposes additional costs on honest Policy holders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims in order to keep your premiums as low as possible. Fraudulent claims will be investigated and may be reported to the police.

### Help us fight insurance fraud by reporting:

- inflated repair bills;
- staged incidents;
- false or inflated claims;
- fires which may be intentionally started, including by someone known to you.

Report suspected insurance fraud to: **0860 002 526** or [insurance@fraudline.co.za](mailto:insurance@fraudline.co.za).

Let's work together to reduce the impact of insurance fraud on the community.

## GENERAL DEFINITIONS

### INTERPRETATION

Any word or expression that is given a specific meaning shall have the same meaning wherever it appears throughout this Policy.

Headings have been inserted to help you find the information that you need and do not affect the interpretation of the Policy.

1. **Accidental damage** means accidental, sudden and unforeseen physical loss of or damage to your property as a result of an external, visible and/or violent cause.
2. **Bodily injury** means physical harm or death that is accidental, sudden and caused by visible and external means, including the inhalation of gasses.
3. **Business** means any professional activity that you conduct at or from an office at the risk address noted in the Schedule, in line with your occupation as declared on the Proposal form.
4. **Classic car** means vehicles that are of a classic, collectable, vintage or veteran type.
5. **Collection** means a number of items that, by being gathered together according to some underlying principle, has a greater value than the sum of all the individual items.
6. **Computer system** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
7. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.
8. **Domestic employee** means domestic workers, staff, nannies, au pairs, drivers, gardeners or such like (full time or casual) whom you employ in a domestic capacity at the insured address stated in your Schedule.
9. **Forcible entry or forced entry** means unlawful entry into your home by a person/s using force which might be minimal. It does not mean opening an unlocked door or window. Violence or threats of violence to persons to gain entry are regarded as forcible and violent entry.
10. **Incident or event** means a single occurrence which is not intended or expected to happen.
11. **Malicious damage** means loss or damage caused by a deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage, but excludes damage arising out of theft, hijack or any attempt thereat.
12. **Material fact** means any piece of information which might affect our decision to provide insurance, or the conditions of that insurance or the premium calculation.
13. **Personal Information** means information relating to you, such as, gender, date of birth, identity number, entity details, online identifier, social media profile, biometric information (such as signature, fingerprint or voice) e-mail and physical addresses, location information, medical and health information, occupation, employment information, financial information, credit risk, tax and VAT information, claims and insurance history, criminal history, assets and liabilities
14. **Policyholder** means:
  - a) any individual whose name appears in the Schedule, his/her cohabiting partner or spouse and directly related family members who live permanently with and are financially dependent on the Policyholder at the insured address;
  - b) the company, close corporation or trust whose name appears on the Schedule and the directors, members or trustees of the company, close corporation or trust.

15. **Proposal form** contains the information provided by you together with the statement and declaration on which this Policy is based. Along with this Policy wording, the most recent Schedule, any amendment to cover notice and your agreement to pay the premium, forms the contract between you and us.
16. **Schedule** means the latest Schedule we have given you. It is an important document as it shows the covers you have chosen and other Policy details such as the premium that applies.
17. **Set** means a group of similar or complementary items that belong or function together. For example:
- a) golf clubs are a 'set' (the bag and buggy are separate items);
  - b) a camera 'set' is the camera body, case, standard accessories packaged by the manufacturer when the camera was new;
  - c) a jewellery 'set' is any pendant, charm or brooch attached to any necklace, bracelet, or chain (whether detachable or not) or any pair of earrings or cufflinks.
18. **Standard or Non-standard construction**
- a) Standard construction means homes that are built with walls of brick, stone or concrete and are roofed with slate, tiles, concrete, asbestos or metal.
  - b) Non-standard construction means anything that is not built with standard construction material (thatch is not covered).
19. **Sum insured/Limit of Indemnity** means the most you can claim for any one incident. The amount is shown in the Schedule. The insured amount includes VAT.
20. **Tenants** mean any tenant or subtenant or boarder, including their family and their domestic employees.
21. **Under insurance** means it is your obligation at all times to insure for the full replacement value of the property covered under this Policy and if at any time of any loss or damage the insured amount is inadequate, the amount we will pay will be reduced by the same proportion as the under insurance (average will apply).
22. A **warranty** imposes an obligation on you to do or not to do certain things, or relates to the existence or absence of a certain state of affairs which has to be complied with in order for cover to apply.
23. **Watercraft** means the yacht, motorboat or other small craft (less than 10 meters in length).
24. **We/Us/Our** mean Santam Limited, Registration No. 1918/001680/06, a Registered Short-term Insurer with Licence No. 3416 and Vantage Insurance Acceptances, an authorised financial services provider (FSP 40821).
25. **You/Your/Yours** means the Policyholder named in the Schedule, your spouse, cohabiting partner, children and relatives who permanently live with you most of the time and are financially dependent on you, and where applicable, your personal legal representatives.
26. **SASRIA Cover**
- You have automatic SASRIA cover for unrest, riot, strike or public disorder in respect of those sections for which it is available. This cover is provided by the South African Special Risks Insurance Association (SASRIA) according to the terms of the SASRIA coupon.

## GENERAL CONDITIONS

### 1. DUTY TO PREVENT A LOSS (DUE CARE)

- a) You must take all reasonable steps to prevent a loss, damage, accidents and incurring of a legal liability.
- b) We shall not be liable to you for any loss, damage or bodily injury deliberately caused by you or any person acting in collusion with you or on your behalf.
- c) You must take reasonable steps to prevent further damage or loss following an insured event.
- d) You must comply with and adhere to all laws, regulations, rules and by-laws that are material to the risk, whether the law, regulation, rule or by-law was in force at the date that your Policy was issued or enacted at a later date.

If you do not comply with this condition and by your not complying is material to the claim, we will not pay your claim.

### 2. DUAL INSURANCE (DUPLICATED COVER)

- a) If the loss, damage or liability is covered by any other insurance, we will not pay more than our rateable proportion of the claim. This does not apply to Personal Accident cover.
- b) If an event occurs and there is overlapping or duplicated cover under different sections of your Policy for the same loss, damage or liability, you must decide under which section you will submit the claim. You may not submit separate claims under different sections of the Policy for the same event.

### 3. DISCLOSURE OF CORRECT INFORMATION

You need to always give us true and correct information. Our decision whether to insure you or not, what premium to charge and what terms and conditions to apply, is based on the information that you give us. If that information is incorrect or not true or you do not disclose material information which would have affected any of our decisions, we may refuse to pay a claim, cancel your Policy or treat it as void.

You must also tell us immediately of any change in the risk. Material changes may require that we amend the cover and adjust the premium from the date of the change. If you do not advise us of any change, it may result in a claim not being paid.

### 4. CANCELLATION AND CHANGE OF COVER

- a) You can change or cancel your cover or Policy at any time, but you must notify us in writing. However, any change will only be effective once we agreed thereto and advised you in writing.
- b) We may change or cancel your cover or Policy by giving you 31 days written notice which will be sent either to your broker or to you at your last known address. We will refund any money we owe on a pro rata calculation.
- c) Your Policy could be cancelled immediately due to fraud and we will not refund any money to you.

### 5. FRAUD

If a claim made under this Policy:

- a) is in any respect fraudulent or fraudulent means are used by you, or on your behalf to obtain any benefit under the Policy;
- b) has been inflated or information has been provided in connection with the claim that is not true;

then the entire claim shall be forfeited and we will not be liable in respect of the claim. You will furthermore be liable to repay us all monies that we may have paid to you previously in respect of the claim.

## 6. INSURABLE INTEREST

You must stand to benefit from its continuous undamaged existence or to be prejudiced by any loss or damage or by any liability which may occur.

## 7. INTERESTS OF FINANCIAL INSTITUTIONS

If any financial institution has been noted as having an interest in the insured property, we will first pay that financial institution to the extent of their interest or the sum insured noted in the Schedule, whichever is the lesser

amount. 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 prejudiced if:

- a) they were not aware of your act or omission;
- b) they tell us about your action or omission as soon as they become aware of it; You must pay any additional instalment or payment owed to the financial institution.

## 8. INFLATION PROTECTION

means the maximum indemnity (sum insured) will be increased automatically each month in line with the building price index to counter the effect of inflation. No additional premium will be charged during the period of insurance. Your premium will be recalculated on the adjusted maximum indemnity (sum insured) at the Policy anniversary date. **This does not relieve you of your responsibility to ensure that the sums insured represent the full value of the property at all times.**

## 9. MATCHING BUILDING MATERIALS

When the insured property is repaired, we are not obliged to do so exactly or precisely, but only as circumstances reasonably allow. Where we cannot achieve an exact match, we will use materials that, in our opinion, match the damaged or lost materials as closely as possible. We will only do this to the part of the structure or room where the loss or damage has occurred. We will not pay for matching building materials to create a uniform effect throughout your private residential structures.

## 10. MORE THAN ONE NAMED INSURED

If there is more than one named insured on your Schedule, we will treat a statement, act, omission, claim or request to alter or cancel your Policy made by one as coming from all those named as insured on your Schedule.

## 11. PERIOD OF INSURANCE

means the time for which this Policy is in force as shown in the Schedule. If you pay your premium annually, cover continues to the anniversary date of your Policy plus any period for which you renew your Policy. If you pay your premium monthly, the period of cover continues for each calendar month for which you have paid the premium.

## 12. PRECAUTIONARY MEASURES

If you declared precautionary measures at any time during the period of insurance, or any such measure is a pre-requisite for cover, you must ensure that these measures are in place and in working order at the time of loss or damage for which a claim is submitted. If these measures are not adhered to we reserve the right to reject such claim.

## 13. PREMIUM PAYMENT

Premium is due and payable to us on or before the inception date or renewal date for **annual** policies.

Premium is due and payable on the first business day of each month or on the day of the month agreed upon, for **monthly** policies.

In line with the Policyholder Protection Rules, you are entitled to 15 days grace to pay outstanding premiums. This period of grace does not apply in respect of the first premium payable at inception of the Policy.

If you have a claim during the 15 days after renewal but prior to you having paid us, then you will have to pay us the outstanding premium before we can process your claim. Should you fail to make the payment within the grace period then you will have no cover.

#### 14. PROOF OF OWNERSHIP AND VALUE

When you make a claim, we may ask you to give us proof of ownership and value for what you are claiming for. This is especially important for valuables and items listed on your Policy, such as jewellery and watches.

#### 15. REINSTATEMENT OF SUM INSURED

means the sum insured on the Policy will not be reduced by the amount of any claim.

#### 16. SPECIAL CONDITIONS

We may impose special conditions on your Policy that might exclude, restrict or extend cover for a person or particular matter. Any imposed conditions will be listed on your current Schedule. It is important that you read your Schedule carefully.

#### 17. TERMS OF THE POLICY

You have to ensure that you, the Policyholder, complies with the terms and conditions of this Policy. You must read your Schedule and any changes to it and the Policy wording together and any specific meaning that has been given to a specific word or expression in any part of the Policy, is the meaning we intend it to have.

No waiver of any terms, conditions, exclusions or supplementary changes to this Policy will be valid unless these are in writing and signed by an authorised officer of the insurer. The Policy falls under the exclusive jurisdiction of the courts of the Republic of South Africa. It does not include any awards including costs and expenses of legal processes that a court may allow anyone who claims against you if these do not come from a court in the Republic of South Africa.

#### 18. WARRANTY – BURGLAR ALARM

If we require an alarm system, as shown in the Schedule, we will pay you for theft and burglary subject to the following:

- a) the alarm system is installed;
- b) the alarm will be linked to a control room and armed response units (if specified) at an alarm company;
- c) the alarm system is maintained in proper working order;
- d) the alarm system is fully armed whenever the main building is left unattended and/or unoccupied.

#### 19. PROCEDURE TO FOLLOW WHEN YOU MAKE A CLAIM

If you suffer any loss, damage or injury for which you would like to claim, you must follow the procedure below:

- a) **notify us of the potential claim as soon as possible**, but not later than **30 days** of the insured event coming to your knowledge. Full details of your claim must be submitted to us in writing within this period;
- b) provide details of any other insurance that may also cover the event or loss;
- c) report a claim to **the Police within 24 (twenty four) hours** after the event or loss in respect of any of the following:
  - i) bodily injury;

- ii) theft, hi-jack or any other criminal act;
  - iii) a motor accident;
  - iv) loss of property.
- d) take all practical steps to identify and determine the whereabouts of the guilty party and to recover the stolen or lost property;
  - e) neither you nor your representative may admit to any blame or accept liability or make any offer, promise or payment in relation to any aspect of any event which may result in a claim under this Policy;
  - f) do not respond to any letter, claim or other legal process instituted against you in connection with any insured event. You must submit these documents to us as soon as you receive them. Failure to do so could result in your claim being rejected;
  - g) give us any proof, information and sworn declarations which may be required or which is necessary to assess your claim;
  - h) give us proof of ownership and of the value of any item(s) for which you are claiming;
  - i) give us proof that the driver of a vehicle was in possession of a valid driver's licence at the time of the event. The form of proof must comply with provisions of the Road Traffic Act or any act that replaces it.

## 20. HELPING THE INSURER IDENTIFY FOUND OR RECOVERED PROPERTY

If we have settled your claim and your property is later found or recovered, you must assist us to identify the property. We will pay the reasonable costs that you may incur in order to assist in identifying the property.

## 21. TIME LIMIT ON CLAIMS AND REJECTED CLAIMS

No claim shall be payable after twelve months from the occurrence unless the claim is the subject of pending legal action or is a claim in respect of your legal liability to a third party.

If we reject your claim, you have **90 days** in which to submit a written objection or make submissions to us at:

Vantage Insurance Acceptances (Pty) Ltd

PO Box 171, Constantia, 7848

Tel: 021 701 7569

Email: [claims@vantageinsurance.co.za](mailto:claims@vantageinsurance.co.za)

Alternatively, you may contact:

The Ombudsman for Short Term Insurance

PO Box 32334, Braamfontein, 2017

Tel: 011 726 8900/Fax: 011 726 5501

Email: [info@osti.co.za](mailto:info@osti.co.za)

If your dispute is not resolved to your satisfaction then you may institute legal proceedings against us by way of service of a summons. **Summons must be served on us within 180 days** of our original letter of rejection or avoidance, failing which, all benefit afforded under this Policy in respect of any such claim shall be forfeited.

## 22. ACTIONS WE MAY TAKE

We have sole discretion in deciding on how or whether to proceed with the institution of defence of any legal action for the recovery of your property or settlement of your claim and no action may be taken without our prior consent in writing.

If an event occurs, we or our appointed representative may do the following without incurring any legal liability or in any way lessening or waiving any of their rights:

- a) take, enter or keep possession of any damaged item, its parts or accessories, and deal with these in a reasonable manner. (This condition does not give you the right to abandon any property to us, whether it is already in our possession or not.);
- b) take over or conduct legal action in your name in connection with any recovery of or contribution to a claim;
- c) take over and manage in your name the defence and settlement of any claim;
- d) meet their obligations at any time under the Personal Liability section of the Policy, by paying to you, or a third party claimant, the amount for which you are insured or any lesser amount for which the claim may be settled including the fees and any other expenses that we agreed upon and that were incurred before the date of payment;
- e) you will, at our expense, help us and allow us to do anything necessary or reasonably needed by us to enforce any rights which would be or have been, subrogated to us because we are indemnifying you;
- f) if there is a claim against you by another person, we can choose to pay the limit of indemnity (sum insured) to you and we will then not have to pay any further claim from that event;
- g) **we can, at our discretion, repair, replace, reinstate or pay you cash for the property lost or damaged.** We will never pay you or anyone who replaces or repairs your vehicle, more than the insured amount of your vehicle or the agreed value in respect of Classic vehicles.

## GENERAL EXCLUSIONS – What is not covered

### We will not cover the following:

1. Any loss or damage, injury, liability or claim that arises from any legal liability you may have as the result of having entered into a contract or agreement, unless the legal liability would in any event have arisen without you entering into the contract or agreement;
2. Any loss or damage, injury, liability or claim that arises from any dishonest act, theft by false pretences or fraudulent act or representation of a third party;
3. Any loss, damage, cost or expense that arises directly or indirectly from customs officials, policing services, crime prevention units or other officials or authorities detaining you, or confiscating, making you forfeit, impounding, demanding, detaining or legally seizing your property;
4. Any consequential or indirect loss or damage which results directly or indirectly from any cause whatsoever, unless your Policy specifically provides for such an event;
5. Loss, damage, injury and/or liability connected to or caused by:
  - a) civil unrest, labour unrest, riot, strike, lockout or public disorder or any act or activity which aims to bring about any of the above;
  - b) war, invasion, act of a foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war;
  - c)
    - i) mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which causes the authorities to proclaim or maintain martial law or a state of siege;
    - ii) insurrection, rebellion or revolution.
  - d) any act (whether on behalf of any organisation, body or person, or group of persons) that aims to overthrow or influence:
    - any state or government
    - any provincial, local or tribal authority
 with force, or by means of fear, terrorism or violence.
  - e) any act which aims to bring about loss or damage to:
    - promote any political aim, objective or cause
    - bring about any social or economic change or in protest against:
      - any state or government
      - any provincial, local or tribal authority
 or to arouse fear in the public or any section of the public;
  - f) any attempt to perform any act listed in the clauses above, a – e;
  - g) the act of any lawful authority to control, prevent, suppress or in any other way deal with any event listed in the clauses a – f above;
  - h) any act directly or indirectly resulting from or connected with any act, attempted act or threatened act of terrorism, even if:
    - there are any other causes or events that may at the same time or at another time contribute to the loss
    - this insurance or any alterations or changes to it provides for these causes and events

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, group of persons, whether acting alone or on behalf of or in connection with any organization or government or any other person or body of persons, committed for political, religious, personal, ethnic 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.

- i) any other act which is directly or indirectly caused by, results from or is in any way linked to any action authorities may take to control, prevent or suppress any act of terrorism;

If an event occurs and we maintain that according to subsection a, b, c, d, e, f, g, h or i of this clause 5, your Policy does not cover loss, damage, injury and/or liability, then you must prove that it does. If you show that any portion of clause 5 is invalid or unenforceable, the rest of the clauses will remain in force.

- 6. Any legal liability, loss or damage caused directly or indirectly by, through or as a result of:
  - a) 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;
  - b) any event where compensation can or could be claimed or may be due from any compulsory motor vehicle insurance legislation, the Road Accident Fund Act or any legislation enacted for the purpose of providing compensation for loss, damage or liability caused by a motor vehicle;
  - c) any event where compensation can or could be claimed or may be due from the Occupational Health and Safety Act;
  - d) any event where compensation can or could be claimed or may be due from the Compensation for Occupational Injuries and Diseases Act (COIDA).

These exclusions apply regardless of whether the applicable legislative Fund is unable or incapable of paying compensation, or whether or not such compensation has been claimed, paid or received in terms of the relevant Acts.

- 7. Any legal liability, loss, damage, cost or expense or any loss that results directly or indirectly from, is caused by, contributed to or arises from:
  - a) ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
  - b) nuclear material, nuclear fission or fusion, nuclear radiation;
  - c) nuclear explosives or any nuclear weapon;
  - d) nuclear waste in whatever form even if there is any other cause or event that contributes at the same time or any other time to the loss.

For the purpose of this section only, combustion will include any self-sustaining process of nuclear fission;

- 8. Any legal liability that arises directly or indirectly from:
  - a) being exposed to or inhaling asbestos;
  - b) fear of the results of being exposed to or inhaling asbestos;
  - c) the cost of cleaning up or removing asbestos;
  - d) damage to property arising from any use of asbestos;
  - e) in any other way attributable to the harmful nature of asbestos.

- 9. Any legal liability, loss, damage or destruction that results directly or indirectly from any mining operation;

10. **Cyber:** we will not cover any loss, damage, legal liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
- a) any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a computer system. unless subject to the provisions of paragraph 2;
  - b) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data;

or any action taken in controlling, preventing, suppressing or remediating the points 1 or 2 above regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data, shall not be covered under this Policy, nor shall it be considered to be physical loss or damage for the purposes of this exclusion or any other section of this Policy.

If we allege that any loss, damage, liability, claim, cost, expense is not covered by this Policy, the burden of proof rests on you to prove otherwise.

11. Loss, damage or liability when it is caused intentionally by you or with your knowledge or consent;
12. The theft of property arising out of the dishonesty of any member of your family or immediate household, domestic employees, employees or contract workers, whether acting alone or in collusion with others (unless a charge has been laid which charge may not be withdrawn);
13. Claims in excess of the sum insured/insured amount or limits in the Policy;
14. Any excess amount payable;
15. Items that fail while still under any manufacturer's warranty or guarantee, maintenance or lease agreement;
16. We will not pay for any loss, damage, cost or expense, directly or indirectly arising out of, contributed to by, or resulting from any infectious epidemic. For the purposes of this clause, Infectious Epidemics shall mean the sudden, unexpected, large-scale manifestation of an initially locally contained, infectious disease relating to people which spreads very rapidly and with great virulence;
18. **Failure of the national electricity grid:** We will not cover any loss, damage, legal liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with a national (including regional, municipal, local and/or private) interruption, failure or suspension of the electricity grid of South Africa for whatsoever reason, whether due to damage, an inability and/or failure, whether partial or total, of the utility supplier to generate, transmit or distribute electricity, or otherwise.
19. We shall not be liable for any interest on any claim;
20. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under the trade or economic sanctions, laws or regulations of any jurisdiction applicable to that (re)insurer.

The (re)insurer will not be liable to provide any indemnity under this contract if to provide coverage would be in violation of any political, economic or trading sanctions which prohibit the (re)insurer from providing (re)insurance under this Policy.

## SECTION 1 - BUILDINGS

### SPECIFIC DEFINITIONS TO THIS SECTION

1. **Buildings** mean the private dwelling and its outbuildings such as garages, guest cottages, domestic employees' quarters, studios, stables, change rooms, garden sheds and green houses.

**Buildings also include:**

- a) your or your tenant's permanent fixtures, fittings and improvements;
- b) fitted furniture, fitted appliances and climate control systems;
- c) permanently installed swimming pools, hot tubs, spas, saunas, ornamental ponds and fountains, permanently installed garden watering systems, garden lights and lighting systems;
- d) walls, retaining walls, fences, gates driveways, footpaths, steps, terraces, patios, all-weather tennis courts and floodlights;
- e) underground service pipes, cables, sewers, drains, tanks, inspection hatches and covers, domestic boreholes, pumps, motors and fixed generators;
- f) fixed radio and television antennae, satellite dishes, their fittings and masts.

**Buildings specifically exclude:**

- a) earthen walls, earthen and gravel driveways and earthen structures;
- b) dam walls;
- c) bridges and culverts.

2. **Fixed equipment** means geysers, fixed filters, pumps, motors for gates and doors, fire and burglar alarm systems, electric fence energisers, hoists, lifts, escalators, generators, air conditioning units.

3. **Pests** mean vermin, wasps' nests, hornets' nests, bees and other animal infestations.

4. **Subsidence and landslip** (if stated in your Schedule as included) mean:

- a) **Subsidence** is the downward movement of a structure when the soil on which it was built can no longer support it.

Examples are underground mining (specifically excluded), clay shrinkage and erosion caused by water passing underneath the upper layers of soil. The compaction of make-up ground or infill is not defined as subsidence.

**Settlement**, which is the movement of a site as a result of loading placed on it by a building, is not covered in terms of subsidence cover.

- b) **Landslip** is the massive movement of the top layer of soil down a slope.

5. **Tenants' improvements** mean improvements, alterations and decorations that you or a previous occupier as the tenant has undertaken and for which you are legally responsible.

6. **Unoccupied** means that if at the time of the loss of or damage to buildings, the home, although furnished, had not been lived in for more than 60 consecutive days, or, if not sufficiently furnished for normal living purposes, for more than 30 consecutive days.

### WHAT IS COVERED

1. We will cover you against loss or damage arising from or caused by an insured event at the insured address. The insured events are as listed below, but are subject to exclusions as stated in the Policy wording:

- a) fire;

- b) storm and flood;
- c) lightning;
- d) earthquake;
- e) bursting of water tanks, apparatus or pipes (including the damage to them);
- f) theft and damage caused by thieves;
- g) malicious damage and vandalism;
- h) explosion;
- i) impact by motor vehicles, aircraft, trees and power poles.

We may decide whether to replace, restore, repair or rebuild your building or to pay you out, or any combination of these up to the insured amount as stated in your Schedule.

Depending on the insured amount (and provided that costs do not go beyond the amount as stated in your Schedule), we will also pay any reasonable and necessary cost you incur following the loss or destruction of or damage to the dwelling in respect of:

- a) demolishing the building, removing rubble from the site and erecting the board fence required for building operations;
- b) architects', quantity surveyors' and consulting engineers' fees;
- c) local authorities' inspection fees.

**We are not responsible for paying:**

- a) costs or fees connected with any undamaged parts of the building;
- b) costs you may incur in meeting any condition required by the government or local authority of which they notified you before the damage occurred.

## 2. Reinstatement cover

This cover is limited to the amount for which you are insured as stated in your Schedule and is calculated according to the cost of replacing the lost or damaged building or part of it with a new building of a similar type, but not superior to or more extensive than the original property.

The building may be replaced on the same site or any other site as you may require provided that this does not result in our legal liability being increased.

The reinstatement work must start and be carried out as soon as possible, as no payment will be made if an additional amount becomes payable as a result of any unreasonable delay in starting or completing the building works.

We will not be legally liable for payment of any amount until you have incurred the expense in repairing or replacing the building.

You have 6 months from the date of the damage to notify the insurer of your intention to replace or reinstate the building.

## 3. Cover during building changes

When you are renovating, adding or extending your building(s) and we have agreed to cover you during these changes, we will not pay a claim for loss or accidental damage caused by storm, wind, water, hail or snow if this is aggravated by these renovations, additions or extensions.

#### 4. Cover during property transfer

If you are buying a new home, we will cover the home for loss or damage. This benefit is subject to the following:

- a) the home must be insured with us and the premium paid;
- b) the cover will apply during the time between your signing the deed of sale and the transfer of the property into your name by the deeds office.

We will not pay for alternative accommodation or loss of rent.

This cover will not be applicable if the property has been insured elsewhere by the seller, his/her agent, you or your broker.

#### 5. Locks and keys

We will pay you for costs incurred as a consequence of any keys (including card keys, keypads and remote control devices) for the dwelling being lost, stolen or damaged up to the limit stated in your Schedule.

#### 6. Liability to the public

If your dwelling is insured by this section then you are covered under the Personal Liability section of this Policy in so far as it applies to the liability of property owners.

#### 7. No excess payable

You will not pay the basic excess stated in your Schedule if you are over 55 years of age unless the Policy has been endorsed to the contrary. However, any voluntary excess that you selected or additional excess will apply first to every claim.

#### 8. Mortgagee

The interest of the mortgagee:

- a) ranks above your interest;
- b) is limited to the amount owing to the mortgagee by you on the loan account in respect of the dwelling;
- c) will not be invalidated by any act or omission of yours if such act or omission occurs without the knowledge of the mortgagee.

#### 9. Subsidence and landslip (if noted in your Schedule as included)

This section includes destruction of or damage to the dwelling caused by subsidence of the land supporting the dwelling or landslip provided such destruction or damage is not caused by or does not arise from:

- a) excavations other than mining excavations;
- b) alterations, additions or repairs to the dwelling;
- c) the compaction of infill;
- d) defective design, materials or workmanship;
- e) normal settlement, shrinkage or expansion of the dwelling;
- f) removal or weakening of support to the dwelling;
- g) contraction and or expansion of soil, clay or similar types of soil or moist or damp.

**We will not be liable for destruction or damage to:**

- a) solid floor slabs or any other part of the dwelling resulting from the movement of such slabs, unless the foundations supporting the external walls of the dwelling or its domestic outbuildings are damaged by the same cause at the same time;

- b) swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, garden walls, retaining walls, gates, posts and fences unless the dwelling or its domestic outbuildings are damaged by the same cause at the same time.

## 10. Automatic inflation increase

The maximum indemnity (sum insured) will be increased automatically each month in line with the building price index to counter the effect of inflation. No additional premium will be charged during the period of insurance. Your premium will be recalculated on the adjusted maximum indemnity (sum insured) at the Policy anniversary date. This does not relieve you of your responsibility to ensure that the sums insured represent the full value of the property at all times.

## 11. Accidental damage

We will pay you for accidental, sudden and unforeseen physical loss of or damage to your property as a result of an external, visible and/or violent cause.

## EXTENSIONS OF COVER (BUILDINGS)

These benefits are in addition to the cover detailed above. If you claim under more than one of these benefits, the combined total that we will pay out will not exceed 25% of the total amount for which you are insured.

The excess stated in your Schedule does not apply to these additional benefits, but any voluntary excess you may have selected will be applicable.

### 1. Alterations and additions

We will pay for damage to or loss of capital additions or completed extensions to the building/s, up to the amount stated in your Schedule, provided that you let us know in writing 60 days prior to the start of such additions or alterations, and that you pay any extra premium due to us.

#### We will not cover you for:

- a) damage caused by cracking, collapse, subsidence or damage to your home caused fully or partly by the new work;
- b) theft by someone who enters or leaves through an unfinished part of your home (even if that part of the home was temporarily secured or covered);
- c) damage caused by water entering your home through openings in the walls or roof or other unfinished parts of your home whether or not they are covered by tarpaulins at the time of the damage;
- d) damage caused by storm or flood to any part that is not fully built;
- e) malicious damage or vandalism to unfinished parts of the new work;
- f) damage caused by or as a result of inherent fault, faulty design, poor workmanship, use of faulty material, misuse of the building or your deliberate actions.

### 2. Alternative accommodation and loss of rent

We will pay up to the maximum indemnity noted in the Schedule for your reasonable and necessary costs of alternative accommodation which we have agreed in advance whilst your residence cannot be lived in owing to a loss or damage that we have agreed to indemnify you for under this section, provided that:

- a) the maximum period that we will cover is 2 years;
- b) you will be paid the reasonable costs for temporary accommodation in a guesthouse or hotel for not more than 14 days while you organise your alternative accommodation;
- c) the cover includes reasonable accommodation for your domestic pets and domestic workers that were resident on the property at the time of the loss;

- d) the cover includes loss of actual rental which you would have earned but for the loss;
- e) but excludes costs recoverable by you under any other Policy of insurance.

### **3. Changes to your home because of physical injury**

We will pay the fair and reasonable costs, up to the amount stated in your Schedule, towards essential changes to your home that you need to make because of a permanent and identifiable physical disability which:

- a) is caused directly by a sudden and unexpected accident;
- b) occurs during the period for which you are insured;
- c) results in your having to rely on a wheelchair for moving around.

### **4. Claims preparation costs**

We will pay you out for reasonable costs up to the amount as stated in your Schedule that you incur in providing and obtaining proof of any details that we may need in order to consider any claims you may submit.

### **5. Electrical and mechanical breakdown**

We will cover you for the sudden and unexpected electrical or mechanical breakdown of fixed equipment that you use solely for domestic purposes at the address stated in your Schedule. We will pay you for reasonable cost of repairing or replacing it, up to the amount stated in your Schedule.

### **6. Fire extinguishing charges**

We will cover you for the cost of extinguishing a fire or for preventing imminent fire damage to your home provided that these costs are reasonable.

### **7. Garden and landscaping**

We will pay the cost of re-landscaping your garden following damage to your garden caused by fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, vandalism or malicious acts up to the amount stated in your Schedule.

### **8. Hiring of security guards**

We will pay for costs reasonably and necessarily incurred in employing a security guard following loss or damage after an event provided the loss gives rise to a claim, up to the limit stated in the Schedule.

In an emergency, you may agree to a hiring fee up to the amount stated in the Schedule without first obtaining permission from us.

### **9. Large loss excess waiver**

The excess shown on your Policy Schedule will not apply in the event of a covered loss that is greater than R100 000. This cover does not apply to the subsidence and landslip excess and/or any additional or voluntary excess noted on your Policy Schedule.

### **10. Leak detection and repairs**

We will pay the fair and reasonable costs, up to the amount stated in your Schedule, towards the cost of tracing the source of escaping water, gas or oil from any fixed water or fixed heating appliance at your insured home.

We will also pay for any resultant and necessary remedial repairs to floors, walls, and ceilings, provided that the first sign of the leak occurred only after the start of your Policy.

## 11. Loss of water by leakage

We will pay up to the maximum indemnity noted in the Schedule for additional metered water charges owing to leakage or bursts for which you are legally responsible provided that:

- a) the consumption reading is at least 50% more than the average of the previous four (4) readings;
- b) you take immediate steps to repair the pipes affected on discovery of a leak by physical evidence or on receipt of an abnormally high water account;
- c) the insured address has not been unoccupied for more than 60 consecutive days. Leaking taps, geysers, toilet systems and swimming pools are excluded.

We will not be liable for more than two (2) separate incidents in a period of 12 months.

This extension does not cover the cost of fixing the problem, including repairs to the affected pipe(s).

## 12. Pest contamination

We will pay the reasonable costs for emergency professional extermination (getting rid of) and control of pests and vermin up to the limit stated in the Schedule, on condition that it is a sudden and unexpected infestation of the buildings that:

- a) is a risk to your health;
- b) can lead to the loss of or damage to the buildings and any of your contents that are normally part of or kept in the buildings;
- c) makes it impossible for you to live in the buildings;
- d) the building has not been unoccupied for more than 60 consecutive days.

## 13. Power surge

We will pay for damage to electronic and/or electrical equipment that forms part of your fixtures and fittings of your home, up to the limit stated in the Schedule which is caused by power surges from accidental changes in the power supply by a public supply authority.

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

Any damage as a result of ripple relay switching, load shedding and/or as a result of any maintenance resulting from it, will not be covered.

## 14. Removal of fallen trees

We will pay the reasonable costs of removing fallen trees on the insured property. Where the fallen trees do not damage the insured building(s), your cover will be limited to the amount stated in your Schedule for the removal of fallen trees.

## 15. Temporary removal of fixtures

If you claim for damage to permanent fixtures that are temporarily removed from the home to be repaired or restored, we will pay up to the amount as stated in your Schedule, provided that the items are not removed for a period exceeding 60 consecutive days.

## 16. Underground services and servitudes

We will pay the fair and reasonable cost for accidental damage to underground service cables, pipes, sewers and drains for which you are legally responsible located between your home and the public supply, up to the limit stated in the Schedule.

## WHAT IS NOT COVERED

We will not cover the following:

1. The excess as stated in your Schedule;
2. The first R5 000 for any loss or damage that arises from theft or attempted theft, malicious damage or the escape or leaking of water when the building is unoccupied for more than 60 consecutive days;
3. Loss, damage or breakdown covered by any manufacturer's guarantee, purchase agreement or service contract;
4. The costs you incur for maintaining, decorating, extending, refurbishing or improving your buildings or the costs of the tenants' improvements to your buildings;
5. Loss or damage that arises from or is aggravated directly or indirectly by changes to the structure of the building (including demolishing it) or any building works including extending, altering, renovating, constructing, cleaning, restoring or repairing the buildings unless the insurer has agreed in writing to cover you during these changes;
6. Damage caused by or as a result of:
  - a) inherent fault, faulty design, poor workmanship, use of faulty material, misuse of the building or your deliberate actions;
  - b) rot, rising damp, a rise in the water table, fungus, mould, damage caused by gradual infestation, insects or vermin;
  - c) weeds or roots;
  - d) chewing, scratching, tearing and fouling by domestic pets;
  - e) chipping, scratching, spoiling or discolouring;
  - f) settlement, shrinkage, warping, corrosion, wear and tear or other gradual processes including rust, oxidation, smoke, smudge and any deterioration of the buildings;
  - g) subsidence, landslip or ground heave (unless stated as included in your Schedule).
7. Loss or damage you incur by any tenant or subtenant of yours or by the family or servants of your tenant or subtenant stealing or misappropriating (taking dishonestly) your property;
8. Items that fail while still under their manufacturer's guarantee and/or warrantee;
9. Costs you incur for removing any part of a tree(s) that is buried below ground and/or for restoring the site;
10. Any loss or damage you incur that arises directly or indirectly from not complying with the National Building Regulations (or any statute that replaces it, or provincial or local legislation or regulation that applies to building standards or maintenance).

## SECTION 2 – HOUSE CONTENTS

### SPECIFIC DEFINITIONS FOR THIS SECTION

1. **Accidental damage** means unforeseen accidental damage up to the limit stated in the Schedule.
2. **Bed and breakfast guest** – meaning a person who pays for temporary accommodation in your house.
3. **Business contents** means any computers, laptops, software, printers, scanners, fax machines, photocopiers, typewriters, telecommunication equipment and furniture that you own or for which you are legally liable, and which is kept at the insured address stated in your Schedule.
4. **Camping equipment** whilst being temporarily used for holiday purposes, but excluding fixtures and fittings of caravans and trailers.
5. **Deterioration of refrigerated or frozen food and drink** as a result of:
  - a) breakdown;
  - b) accidental damage to the fridge/freezer;
  - c) failure of power supplied by public authorities;
  - d) spoiling due to load shedding, or electrical grid failure, of a power-supply authority on a national, regional, municipal, local and/or private level.
6. **Disability event** means any event resulting in:
  - a) The loss of a limb or sense organ, or the use thereof by a person; or
  - b) A person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.
7. **Forcible and violent entry** means force used by a person/s to enter your property (e.g. broken window or door). Violence or threats of violence to persons to gain entry are regarded as forcible and violent entry.
8. **Jewellery and watches** – these are items worn or used for personal adornment and are made of gold, silver, platinum and/or other precious metals and may be set with precious or semi-precious stones.
9. **Garden and outdoor items** means garden and patio furniture, flower containers, children’s play equipment, garden statues and ornaments, domestic garden maintenance equipment, lawnmowers with motors and garden equipment driven by power (electricity or fuel).
10. **Money** means your personal money including your cash, Kruger Rands, cheques, traveller’s cheques, postal orders, money orders, travel and other tickets, gift vouchers and current postage stamps.
11. **Personal baggage** means, we will cover your luggage from airport to airport throughout the world limited to the amount stated in your Schedule.
12. **Personal belongings** – this includes clothing and personal belongings normally worn or carried by a person, but excluding more specifically insured items.
13. **Pests** means vermin, wasps’ nests, hornets’ nests, bees and other animal infestation.
14. **Specified valuable items** – individual items, and collections and sets which are valuable from an artistic and/or historical point of view, or are unique, rare, of good quality and in good condition (such as, but not limited to, fine arts, antique furniture or jewellery, furs, collectable items and wine collections) which belong to you or for which you are liable. They have a value that cannot be insured at replacement cost, but the insurer will insure them at a value that you and the insurer agree to. In this Policy, your specified valuable items will each be listed under the House Contents section of the Policy and insured for the value on which you and the insurer agree. You accept this agreed value as the true value of the item.
15. **Swimming pool and borehole machinery** – we will cover loss or damage to pumps and machinery of saunas, spas, swimming pools and domestic boreholes as a result of accidental, electrical or mechanical breakdown.

16. **Unoccupied** means that if at the time of loss or damage to contents, the home, although furnished, had not been lived in for more than 60 consecutive days, or, if not sufficiently furnished for normal living purposes, for more than 30 consecutive days.
17. **Unattended** means that your home is not occupied by any person at the time of a loss. Having an employee on the premises in their respective living quarters does not constitute the home being occupied.

## WHAT IS COVERED

1. We will cover you against loss or damage from a cause other than those listed in the general exclusions of the Policy or the specific exclusions to this section while the insured item is at the insured address.

Your contents includes your household goods and equipment, furniture, furnishings, valuables, personal belongings, clothing and household goods that you own or are legally your responsibility including the following:

- a) business equipment, meaning any electronic and or computer equipment and furniture kept at the insured address;
- b) refrigerated, frozen or other foods and drinks;
- c) locks and keys including the reprogramming of any alarms, electronic locks and/or security devices;
- d) laundry on a washing line;
- e) money;
- f) free-standing fish tanks/aquariums and their stands, cabinets, equipment and accessories, but excluding the fish;
- g) inflatable or portable swimming pools and portable spas and their accessories;
- h) contents items that you are legally responsible to insure under a written contract (e.g. a hire agreement but not a tenancy rental agreement);
- i) your fixtures and fittings installed in a home that you rent.

We will decide whether to replace, restore or repair your contents or pay you out, or any combination of these, up to the amount for which you are insured as stated in your Schedule. If we replace an item we are only required to supply an item of similar quality and value and not an exact duplicate of the item. Where we decide to repair an item, we are only required to make reasonable repairs to restore the item to a similar condition.

### 2. Contents in storage

We will cover you against loss of or damage to your contents that are stored in a commercial storage facility in the Republic of South Africa. The following conditions apply to this cover:

- a) you must inform us in writing before you place your contents in storage and we must agree to it in writing;
- b) the loss or damage must be caused directly by fire, explosion, smoke, storm, floodwater, theft, attempted theft, collision, impact, vandalism (deliberate destruction) or a malicious (intentional) action;
- c) your contents are not insured against any of the above events with any other insurer.

### 3. Items in pairs and sets

If you lose or damage an item that is part of a pair or set, we will decide whether to cover you by:

- a) restoring, repairing, rebuilding or replacing the lost or damaged item;
- b) paying you out a portion of the value in line with the total value of the pair or set.

### 4. Automatic inflation increase

The maximum indemnity (sum insured) will be increased automatically each month in line with the consumer price index to counter the effect of inflation. No additional premium will be charged during the period of insurance.

Your premium will be recalculated on the adjusted maximum indemnity (sum insured) at the Policy anniversary date. This does not relieve you of your responsibility to ensure that the sums insured represent the full value of the property at all times.

#### 5. Liability to the public

If your contents are covered by this section, we cover you for personal legal liability under the section: Personal Liability, as far as it applies to your liability as the owner of the contents.

#### 6. Limits that apply to jewellery and watches

If you claim for loss of or damage to any watch or article of jewellery, we will pay you out no more than R20 000 for each item or pair, unless you have provided us with one of the following at inception of the cover:

- a) proof of purchase that identifies the item;
- b) a close-up photograph clearly showing the item;
- c) a full description and value from a jeweller.

**You must keep all items that are worth more than R50 000 each in a locked safe that is fixed to the building when:**

- a) the building in which you keep your jewellery or watches is left unattended;
- b) you or any persons covered by this Policy are not actually wearing or carrying the items.

If these items are lost or stolen while they are not in a locked safe under the circumstances described above, we will only pay up to a maximum amount of R50 000 per item.

#### 7. No excess payable

You will not pay the basic excess stated in your Schedule where you are over 55 years of age unless the Policy has been endorsed to the contrary.

However, any voluntary excess that you have elected or additional excess, will apply first to every claim.

#### 8. Removal of your contents

We will cover you for loss of or damage to your contents under this section of your Policy while:

- a) professional furniture removal contractors remove your contents during a permanent change of address;
- b) your contents are in transit to or from a furniture storage or a bank safe deposit;
- c) your contents are in transit to or from the place of purchase or a place of repair to your permanent residence provided that:
  - i) fragile items such as glass or china have been packed by the same professional furniture removal contractors before they are removed;
  - ii) you have taken reasonable steps to protect the contents and ensure that every item is given care and protection in line with its value;
  - iii) the contents are not insured in any other way.

You will be responsible for an additional excess payment of R5 000.

#### 9. Specified valuable items

Where items are listed in your Schedule as specified valuable items, you may choose whether the insurer must restore, repair or replace your contents or pay you out up to the amount for which you are insured as stated in your Schedule. The maximum amount that we will pay is the lesser of the current cost of replacing the item(s) or the value to which you and the insurer agreed, and which is stated in your Schedule.

## 10. Accidental damage

We will pay you for accidental, sudden and unforeseen physical loss of or damage to your property as a result of an external, visible and/or violent cause.

## EXTENSIONS OF COVER (CONTENTS)

These extensions of cover are in addition to your Contents cover. If you claim under more than one extension, the total that we will pay you out will not be more than 25% of the total amount for which you are insured for Contents. The excess that is stated in your Schedule does not apply to claims under these extensions, but any voluntary excess that you may have elected or additional excesses will apply first to every claim.

### 11. Alternative accommodation and loss of rent

If you are not insured for this elsewhere in this Policy or under another Policy, we will pay the necessary and reasonable costs of alternative accommodation which we have agreed in advance whilst your private residence cannot be lived in owing to a loss or damage that we have agreed to indemnify you for under this section, provided that:

- a) the maximum period that we will cover is two (2) years;
- b) you will be paid the reasonable costs for temporary accommodation in a guesthouse or hotel for not more than 14 days while you organise your alternative accommodation;
- c) the cover includes reasonable accommodation for your domestic pets and domestic workers that were resident on the property at the time of the loss;
- d) the cover includes loss of actual rental which you would have earned but for the loss, but excludes costs recoverable by you under any other Policy of insurance.

### 12. Business contents

We will cover you for loss of or damage to your office contents and business equipment that you keep at the insured address stated in your Schedule. The cover will be limited to the amount stated in your Schedule. The following conditions apply to this cover:

- a) if you claim for loss or damage that arises from theft or attempted theft, there must be forcible or violent entry into the buildings;
- b) your insured amount for your contents as stated in your Schedule must include the full value of your office contents and business equipment;
- c) business stock is not covered.

### 13. Changes to your home because of physical injury

We will pay the fair and reasonable costs up to the amount stated in your Schedule towards essential changes to your home that you need to make because of a permanent and identifiable physical disability which:

- a) is caused directly by a sudden and unexpected accident;
- b) occurs during the period for which you are insured;
- c) results in your having to rely on a wheelchair to be able to move around.

### 14. Claims preparation costs

We will pay you out for reasonable costs up to the amount as stated in your Schedule that you incur in providing and obtaining proof of any details that we may need in order to consider any claims you may submit.

**15. Cover for contents temporarily removed from the risk address**

We will cover you against loss of or damage to your contents while they are temporarily removed from the address stated in your Schedule and contained in a building anywhere in the Republic of South Africa, provided that such property is secured in a building which has the same security measures in place as the risk address noted in the Schedule.

You will be responsible for an additional excess of R1 000 for every claim.

**16. Electrical and mechanical breakdown**

We will cover you for the sudden and unexpected electrical or mechanical breakdown of equipment that forms part of your contents at the address stated in your Schedule. We will pay you for reasonable cost of repairing or replacing it, up to the amount stated in your Schedule.

**17. Fatal injury and trauma treatment**

We will pay you or your estate the following:

- a) R50 000 if you are fatally injured (i.e. you die) as a result of either a fire or an attack by violent intruders at the address stated in your Schedule;
- b) R5 000 for the costs of trauma treatment provided by a registered professional counsellor incurred and paid for by you and not otherwise recoverable from any other insurance or facility, amounting to a disability event which was sustained as a direct result of theft, burglary, hijacking or fire that occurred in your private residence or on your premises

Death or trauma must occur within 12 months of the event.

**18. Fire extinguishing charges**

We will pay the reasonable costs to extinguish a fire or for preventing imminent fire damage to your contents up to the fixed limit stated in your Schedule.

**19. Guests' and domestic employees' personal belongings**

We will cover you for the loss of or damage to the contents and personal belongings of guests visiting you or domestic employees who live permanently at the address stated in your Schedule. This cover will be limited to the amount stated in your Schedule.

**The following conditions apply to this cover:**

- a) the contents and personal belongings of the guests or domestic employees are not insured in any other way;
- b) the loss of or damage occurs at the address stated in your Schedule;
- c) loss or damage arising out of theft or attempted theft must be accompanied by forcible and violent entry;
- d) this cover does not extend to jewellery, watches, money or bank cards.

**20. Hiring of security guards/watchmen**

We will pay for costs reasonably and necessarily incurred in employing a security guard following loss or damage after an event for which you are insured and which gives rise to a claim and which leaves you and/or the property vulnerable, up to the amount stated in your Schedule.

**21. Hole-in-one/Full house**

We will pay you:

- a) R10 000 if you score a hole-in-one on any recognised golf course in the world during an amateur game played according to the official rules of golf;

- b) R5 000 for your first lawn bowls full-house in an amateur game of bowls with all eight or nine bowls to count as a member of a team of two, three or four in terms of the rules at any recognised bowls club;

provided that the secretary of the golf or lawn bowls club has confirmed your achievement in writing to us.

## 22. Laundry

We will cover you up to the insured amount as stated in your Schedule for the loss of or damage to your laundry on a washing line at the insured address.

## 23. Locks and keys

We will pay you for costs incurred as a result of any keys (including cardkeys, keypads and remote control devices) for the dwelling being lost, stolen or damaged up to the limit stated in your Schedule.

## 24. Loss of water by leakage

We will pay up to the maximum indemnity noted in the Schedule for additional metered water charges owing to leakage or bursts for which you are legally responsible provided that:

- a) the consumption reading is at least 50% more than the average of the previous four (4) readings;
- b) you take immediate steps to repair the pipes affected on discovery of a leak by physical evidence or on receipt of an abnormally high water account. (You will be liable for the repair costs.);
- c) the insured address has not been unoccupied for more than 60 consecutive day.

Leaking taps, geysers, toilet systems and swimming pools are excluded.

We will not be liable for more than two (2) separate incidents in a period of 12 months.

This extension does not cover the cost of fixing the problem, including repairs to the affected pipe(s).

## 25. Money

We will cover you for loss of or damage to money kept at the insured address as stated in your Schedule, but excluding money generated from business conducted at these premises. The following conditions apply to this cover:

- a) if you claim for loss or damage from theft or attempted theft for amounts up to R5 000, there must be forcible and violent entry into the residential building;
- b) if you claim for loss or damage from theft or attempted theft for amounts over R5 000, but limited to the amount stated in your Schedule, then the money must be stored in a locked safe affixed to the building and such theft must be accompanied by forcible and violent entry into the residential building and into a locked safe.

## 26. Outdoor and garden items

We will cover you for loss of or damage to outdoor and garden items while these are in the garden of the insured address. This cover is limited to the insured amount stated in your Schedule.

## 27. Personal baggage cover

We will cover your luggage from airport to airport throughout the world. The cover is limited to the amount stated in your Schedule for each incident. The cover is valid only if you do not have any other insurance for your baggage.

## 28. Pest contamination

We will pay the reasonable costs for emergency professional extermination (getting rid of) and control of pests and vermin, on condition that it is a sudden and unexpected infestation of the buildings that:

- a) is a risk to your health;

- b) can lead to loss of or damage to the buildings and any of your contents that are normally part of or kept in the buildings;
- c) makes it impossible for you to live in the buildings.

We will not pay for extermination in respect of buildings that have been unoccupied for more than 60 consecutive days.

### 29. Power surge

We will pay for damage to electronic and/or electrical equipment that forms part of the contents of your home, up to the limit stated in the Schedule which is caused by power surges from accidental changes in the power supply by a public supply authority.

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

Any damage as a result of ripple relay switching, load shedding and/or as a result of any maintenance resulting from it, will not be covered.

### 30. Data and documents

We will pay the reasonable costs incurred up to the amount stated in the Schedule:

- a) to reconstitute your private data on your private computer which you are unable to recover which is lost or damaged as a direct result of an occurrence which is covered by this Policy;
- b) to replace lost or damaged deeds, bonds, securities and private legal documents, provided that we will only be liable for the value of materials and the cost of labour in reinstating the documents and data or obtaining duplicates and not for the value to you of the content.

### 31. Possessions of a parent or grandparent

who is financially dependent on you and is resident in a nursing home or residential care home, excluding jewellery, watches, money and bank cards and limited to R50 000.

### 32. Student and scholar possessions

kept at a boarding school, college or university. Cover is limited to R50 000 and theft is subject to violent and forcible entry.

### 33. Spoiling of food and drink

We will cover you for food and drink in refrigerators and freezers that spoils (goes rotten) up to the amount stated in your Schedule at the insured address, provided that this is caused by the refrigerator or freezer:

- a) failing;
- b) being damaged accidentally;
- c) the power supplied by the public authorities failing accidentally;

This however excludes spoiling due to load shedding, or electrical grid failure, of a power supply authority on a national, regional, municipal, local and/or private level.

### 34. Swimming pool, borehole and other motors

We will pay you for loss of or damage up to the amount stated in your Schedule to the motors and machinery of saunas, spas, swimming pools, garage doors, security systems, electronic gates and domestic boreholes which are installed at the insured address as stated in your Schedule.

**The loss or damage must result from:**

- a) accidental external causes;
- b) electrical or mechanical breakdown.

**We will not cover:**

- a) loss or damage caused by wear and tear, gradual deterioration or rust;
- b) loss or damage to automatic swimming pool cleaning equipment;
- c) damage that is insured elsewhere in this or another Policy.

**35. Reward for information**

We have sole discretion in deciding to pay a reward of up to the amount stated in your Schedule to any person or organisation (excluding you or the police) for information that helps them recover an insured item and helps the police arrest and convict any person who committed a crime which resulted in damage for which you are insured and can claim.

**36. Veterinary expenses**

We will pay you for veterinary expenses you incur as a result of your pet being injured in a road accident or as a result of violence by burglars up to the limit stated in your Schedule.

**OPTIONAL EXTENSION**

**Limited bed and breakfast cover**

Cover under this extension will include the following:

1. Loss of or damage to contents relating to the bed and breakfast activities at the insured address up to the amount stated in the Schedule. Theft or attempted theft must be accompanied by forcible and violent entry into the buildings.  
  
The value of the contents relating to the bed and breakfast activities must form part and be included in the total sum insured under Section 2 – House Contents, of the Policy.
2. Theft of contents by paying guests or domestic employees at the insured address, but limited to R10 000.
3. Loss of or damage to personal effects belonging to paying guests at the insured address, but limited to R10 000 any one event, provided that such personal effects are not insured under another Policy.
4. Money earned from your bed and breakfast activities at the insured address, but limited to R5 000, provided that loss or damage arising out of theft or attempted theft must be accompanied by forcible and violent entry into the buildings.
5. Spoilage of food and drink in refrigerators and freezers at the insured address, but limited to R25 000 any one event, provided that spoilage is due to the accidental failure of or damage to the refrigerator or freezer or accidental failure of power supplied by public authorities.
6. Any amount for which you become legally liable, but limited to R5 million, to a paying guest because of damage or injury to a third party or property in care, custody and control of the bed and breakfast at the insured address due to negligence by you or an employee, provided that the judgement confirmed or cost and expenses of litigation recovered by the third party is in a court of the Republic of South Africa.

You will be responsible for an additional excess of R5 000.

## WHAT IS NOT COVERED

We will not cover the following:

1. The excess stated in your Schedule;
2. The first R5 000 of a claim for any loss or damage that arises from theft or attempted theft, or malicious damage to your contents, or from water escaping or leaking when the building is unoccupied for more than 60 consecutive days;
3. Loss, damage or breakdown which is or would, in the absence of this contract of insurance, have been insured by a guarantee, service contract, purchase contract or other purchase agreement;
4. Loss or damage that arises from or is aggravated directly or indirectly by changes to the structure of the building (including demolishing it) or any building works including extending, altering, renovating, constructing, cleaning, restoring or repairing the buildings unless the insurer has agreed to cover you during these changes;
5. Any claim that is more than R5 000 for the theft of contents from outbuildings, including domestic motorised garden maintenance equipment, unless entry to the outbuildings was obtained by using forcible or violent means. (This exclusion does not apply if the outbuildings are protected by an armed response alarm.);
6. Damage caused by or as a result of:
  - a) inherent fault, faulty design, poor workmanship, use of faulty material, misuse of the building or your deliberate actions;
  - b) altering, cleaning, renovating, repairing, restoring, reframing or similar processes applied to your contents;
  - c) rot, rising damp, a rise in the water table, fungus, mould, your contents being infested, insects or vermin;
  - d) weeds or roots;
  - e) chewing, scratching, tearing and fouling by domestic pets;
  - f) chipping, scratching, spoiling or discolouring;
  - g) settlement, shrinking, warping, corrosion, wear and tear, or other gradual processes including rust, oxidation, smoke and smudging.
7. Loss of or damage to any motorised wheelchair, golf trolley, golf buggy, motorised scooter or sit-in toy or miniature vehicle that is used where any road traffic legislation applies;
8. Loss or damage caused by theft, attempted theft, deliberate destruction or malicious actions, unless you have complied with all the security requirements stated in your Schedule;
9. Loss or damage caused by theft or misappropriation (dishonest taking of goods) while you hired out, loaned or sublet the buildings, unless there is forcible and violent entry into the buildings and agreed to by us beforehand in writing;
10. Loss of or damage to firearms or guns from buildings that are unattended unless the firearms or guns were stored in a locked gun safe which was accessed through forcible or violent means;
11. Loss of or damage to contents that you have insured specifically;
12. Loss of or damage to stamps, coins or collectible items caused by:
  - a) fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness or extreme temperature;
  - b) handling or being worked on;
  - c) repairing, restoring or retouching;
  - d) the item(s) being used as something other than a collectible;
  - e) the disappearance of an individual stamp, coin or other collectible item that is insured as part of a collection, unless it is mounted in a volume and the page is also lost.

13. Loss of or damage to musical instruments caused by:
- a) breakage of strings, reeds or drumheads while the instrument is being played;
  - b) used for business or professional purposes.

## SECTION 3 – ALL RISKS

### SPECIFIC DEFINITIONS FOR THIS SECTION

This cover is applicable only if your contents are covered in terms of Section 2: House Contents of your Policy.

**1. Unspecified all risks items** are:

- a) clothing;
- b) personal belongings normally worn or carried by a person away from the risk address (this includes jewellery and watches);
- c) personal equipment normally worn or used by the person participating in leisure sport and hobbies;
- d) contents of caravans and camping equipment.

The Sum Insured under Unspecified all risks may not exceed 10% of your Contents sum insured up to a maximum of R1 million, whichever is the lowest.

**2. Specified all risks items** are:

- a) any personal belongings, including any items or pairs of jewellery and watches, that are worth more than the amount stated under unspecified all risk items in your Schedule;
- b) items used for business or professional purposes;
- c) firearms and guns;
- d) bicycles (in excess of R25 000), parachutes, para-gliders and hang-gliders;
- e) drones up to a maximum sum insured of R50 000.

### WHAT IS COVERED

**1. We will cover you against loss of or damage to items defined as specified all risk or unspecified all risk items** from any cause that is not listed under the general exclusions of the Policy or specific exclusions of this section.

We may decide to repair or replace the item(s) or pay you out for your loss or damage. The amount we will pay will be the lesser of the current cost of replacing the item(s) or the amount as stated in your Schedule.

If we replace an item, we are only required to supply an item of similar quality and value and not an exact duplicate of the item. Where we repair an item, we are only required to make reasonable repairs to restore the item to a similar condition.

**2. Limits that apply to jewellery and watches**

If you claim for loss of or damage to any watch or article of jewellery, we will pay you out no more than R20 000 for each item or pair, unless you have provided us with one of the following at inception of the cover:

- a) proof of purchase that identifies the item;
- b) a close-up photograph clearly showing the item;
- c) a full description and value from a jeweller.

**You must keep all items that are worth more than R50 000 each in a locked safe that is fixed to the building when:**

- a) The buildings in which you keep your jewellery or watches are left unattended;
- b) You or any persons covered by this Policy are not actually wearing or carrying the items.

If these items are lost or stolen while they are not in a locked safe under the circumstances described above, any claim in respect of such item or pair will be limited to R50 000 per item.

This applies to unspecified all risk items only.

### 3. Items in pairs and sets

If you lose or damage an item that is part of a pair or set, we will decide whether to cover you by:

- a) restoring, repairing, rebuilding or replacing the lost or damaged item;
- b) paying you out a portion of the value in line with the total value of the pair or set.

### 4. Proving ownership and value

When you lose or damage an item, you will need to prove ownership of the item and to prove its value by giving us evidence to that effect such as originals or copies of your purchase receipts, proof of payment for the item or valuation certificates.

### 5. Items kept in a bank vault

We will pay for loss or damage to items described in the Schedule and which are kept in a safe deposit and/or vault of a registered bank. If you temporarily remove the item/s from the bank vault and you lose or damage it, we will only pay up to 25% of the value of that item as stated in your Schedule unless:

- a) You let the us know in writing of the intention to remove the item; and
- b) You pay an additional premium as determined by us, which will become due on the date the item is removed, but which will be collected by the insurer on the date that the next premium is due.

### 6. Reinstatement of specified items

If any item specified in the Schedule is subject to a total loss, the lost, damaged or stolen item will be deleted from the Schedule. It is then your responsibility to advise us to insure the replaced item and provide us with a full description and value.

### 7. Territorial limits of cover

This cover is worldwide.

## WHAT IS NOT COVERED

We will not cover the following:

1. The excess (first amount payable) as stated in your Schedule;
2. Loss of personal belongings from an unoccupied vehicle, unless the belongings are out of sight in a locked boot or compartment that forms part of a locked vehicle and there is forcible and violent entry to the vehicle.  
  
If your vehicle does not have a boot or compartment that locks and is part of the locked vehicle and there is no forcible and violent entry to the vehicle, cover will be limited to R5 000 and you will be asked to pay an additional excess of R1 000;
3. Loss of jewellery and watches from an unoccupied motor vehicle;
4. Loss of or damage to money, credit and cash cards or other negotiable instruments (used in financial trading);
5. Wear and tear, depreciation (loss of value), inherent defect, gradual deterioration, loss of damage caused by moths, vermin, insects or mildew, unless this follows an accident or misfortune that is not excluded anywhere else in this Policy;
6. Items that fail while still under their manufacturer's guarantee;

7. Loss, damage or deterioration of an item caused by any process of cleaning, dyeing, repairing, restoring or renovating;
8. Mechanical or electrical breakdown where there is no other damage;
9. The theft of the contents of your caravan or trailer while the caravan or trailer is unoccupied, unless there is violent and forcible entry;
10. Loss of or damage to the contents of your caravan or trailer by any person to whom you have lent or hired your caravan;
11. Loss of or damage to a firearm or gun when it is not in a locked gun safe or you are not carrying it at the time of the loss or damage. Rust, bursting or breakdown of a firearm or gun is also not covered;
12. Loss of or damage to contents that is more specifically insured;
13. Loss of or damage to stamps, coins or collectible items caused by:
  - a) fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness or extreme temperatures;
  - b) handling or being worked on;
  - c) repairing, restoring or retouching;
  - d) the item(s) being used as something other than a collectible;
  - e) the disappearance of an individual stamp, coin or other collectible item that is insured as part of a collection, unless it is mounted in a volume and the page is also lost.
14. Loss of or damage to musical instruments due to:
  - a) breakage of strings, reeds or drumheads while the instrument is being played;
  - b) being used for business or professional purposes.
15. Loss of or damage to:
  - a) any motorised wheelchair, golf trolley, golf buggy, motorised scooter or sit-in toy or miniature vehicle being used in circumstances where any road traffic legislation applies;
  - b) any quad bike.
16. Loss of unattended pedal cycles that are not securely locked or kept in a securely locked building. We will not pay for theft of accessories unless it forms part of the theft of a complete pedal cycle.

## SECTION 4 – MOTOR (excluding Classic Motor)

### SPECIFIC DEFINITIONS FOR THIS SECTION

1. **Vehicle** means:

- a) private motor cars, 4x4 and utility vehicles, single and double cabs, motorised caravans and similar type vehicles with a gross mass of 3 500 (three thousand five hundred) kilograms or less and with seating for at the most 10 people including the driver;
- b) motorcycle (with or without side-car), scooter, three wheeler cycle, quad bike and all terrain vehicles, all of which must be registered in South Africa and licenced for road use;
- c) a trailer or caravan which, although not self-propelling, is designed or adapted for towing by a vehicle specified in (a). Cover will only apply for social, domestic and pleasure purposes;
- d) golf carts;

that you own or have hired or leased on a suspensive sale agreement and includes any vehicle that you use temporarily while your vehicle is in for repair or service. The value of the replacement vehicle may not be more than the insured amount of the insured vehicle or R500 000 (five hundred thousand rand), whichever is the lesser amount.

2. **Retail value** means the retail value (including factory fitted extras if advised to us before an insured event) as at the time of the loss or damage. We may consult the Auto Dealer's Guide prepared by TransUnion Auto Information Services as a guide or utilise any other recognised trade source to determine a realistic value based on the condition and mileage of the vehicle prior to the loss or damage. We will not pay more than the insured amount as stated in the Schedule.

3. **Agreed value** is the value stated in your Schedule as agreed with the Insurer.

4. **Description of use** (how you may use your vehicle)

**Private:** Social, domestic, pleasure and to and from work

**Business:** Social, domestic, pleasure, professional and business purposes but excluding commercial use.

5. **Disability event** means any event resulting in:

- a) The loss of a limb or sense organ, or the use thereof by a person; or
- b) A person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.

6. **First amount payable**

You will be responsible for the first amount payable (excess) as stated in your Schedule for each and every claim.

7. **Territorial limits**

We will only pay a claim if the event that causes the claim happens:

- a) in the Republic of South Africa, Lesotho, Kingdom of Eswatini (previously Swaziland), Botswana, Malawi, Mozambique, Namibia, Zimbabwe, Zambia, Kenya or Tanzania;
- b) your vehicle has not been outside of the Republic of South Africa for longer than 30 (thirty) consecutive days (Unless by prior written confirmation from us and endorsed on the Policy).

8. **Third party, fire and theft only**

If your vehicle is insured under this type of cover, we will only pay for the loss or damage for which you are legally liable to a third party if the legal liability arises from an insured event involving the insured vehicle, or for loss of or damage to the insured vehicle which results from fire, lightning, explosion or self-ignition or from theft or attempted theft.

We will not pay for loss of or damage to car radios, CD players, tape decks or sound equipment of any type.

9. **Third party only**

If your vehicle is insured under this type of cover, we will only pay for the loss or damage for which you are legally liable to a third party if the legal liability arises from an insured event involving the insured vehicle.

10. **Laid-up cover**

We will cover you only for the loss of or damage to the vehicle which results from fire, lightning, explosion or from self-ignition, or by theft or attempted theft whilst not in use and stored in a secure place.

This cover is not available if your vehicle is a caravan or mobile home.

11. **Nominated driver**

We will not pay a claim if your vehicle is lost or damaged or causes any loss or damage while it is in the care and custody of any person other than the person(s) named in the Schedule as nominated driver(s) or of a member of the motor trade if the vehicle is in for repairs or service.

12. **Chauffeuring**

Cover shall remain operative, irrespective of any driver restrictions noted on the Schedule, when you use the services of a registered chauffeuring company and the insured vehicle is driven by an agent/employee of such company at the time of the loss or damage to the insured vehicle.

13. **Approved repairer** is a repairer that is authorised by the Insurer to repair your vehicle.

## SPECIFIC CONDITIONS FOR THIS SECTION

1. You must advise us in writing immediately you are aware:
  - a) that your driver's licence, or anyone that you allow to drive the vehicle whose driver's licence is endorsed, suspended or cancelled;
  - b) that you or anyone that you allow to drive the vehicle has been charged or has been convicted of negligent, reckless or improper driving;
  - c) that you or your authorised driver has been charged or has been convicted of driving under the influence of alcohol or drugs or of driving with a blood alcohol concentration level that exceeds the legal limit.
2. Where your vehicle has been used by anyone without your knowledge or consent, you must lay a criminal charge within 48 hours of such unlawful use. If you withdraw the charge without our consent then you shall repay all amounts paid for your claim.
3. You must take all reasonable steps to protect and maintain your vehicle in accordance with the roadworthy requirements of any legislation applying within the territorial limits of the Policy. We have the right of access to examine your vehicle or any part of it at any time.
4. If a tracking device is required, as described in the Schedule for the vehicle, loss of or damage to the vehicle after theft, hijacking or attempted theft or hijacking will be covered only if:
  - a) the required tracking device is installed in or on the vehicle and is kept in working condition;

- b) a legally valid contract has been entered into between you and the supplier of the tracking device, this contract is in force and the monthly fees had been paid in full at the time of any theft or hijacking or an attempt thereat;
  - c) the required tracking device is activated and in operation at the time of any theft, hijacking or attempted theft or hijacking;
  - d) the theft or hijacking is immediately reported to the supplier of the required tracking device;
  - e) either the required tracking device is self-testing or you have arranged that it is tested at least once every six months.
5. If, after an insured loss or damage has occurred, a part, accessory or fitment needed to repair your vehicle is not available in the Republic of South Africa, we will pay you an amount equal to the value of the part at the time of 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.
6. Vehicle uneconomical to repair – in the event that a vehicle is uneconomical to repair as determined by the insurer and you have been indemnified as per the Policy contract, the salvage becomes the property of the insurer to dispose of.

## COMPREHENSIVE COVER

### WHAT IS COVERED

#### 1. Damage to your vehicle

- a) If your vehicle or any part of it is lost or damaged, we will either pay for its repair or replace your vehicle, or pay you the amount of the loss or damage, less the excess (first amount payable). If your vehicle was bought on a hire-purchase or similar type of agreement, then payment will be made to the owner in terms of the agreement and once payment has been received by the owner, there can be no further claim against us.

We will also pay the reasonable cost of delivery of your vehicle to you at your permanent address in the Republic of South Africa, after repair. We will not pay more than the insured amount less the excess (first amount payable).

- b) If, within 1(one) year of your insured vehicle being registered and used as new, it is:
  - i) stolen or hijacked and not recovered and returned to you within a reasonable period;
  - ii) damaged and assessed cost of repairs is more than 70% (seventy percent) of the reasonable retail price including VAT;
 we will either replace your vehicle with a new one, or pay the cost of purchasing a new vehicle of the same or a similar model up to the sum insured stated in the Schedule.
- c) If the vehicle is lost or damaged more than 1(one) year after you have bought it new, the maximum amount we will pay you will be the insured amount as stated in the Schedule or agreed value if this is the agreed basis of indemnification of the vehicle at the time of loss or damage, less the excess (first amount payable).

#### 2. No excess payable

- a) Provided that there is no endorsement in your Policy Schedule which overrides this benefit, you will not pay the basic excess stated in your Schedule for any claim where:
  - i) you, your spouse or life partner is driving the vehicle or it is in your/their care and control;
  - ii) as long as the driver is 55 years of age or older;
  - iii) has been a licenced driver for 5 or more years.

- b) Provided that you are 27 or older and/or there is no endorsement in your Policy Schedule which overrides this benefit, you will not pay a basic excess except if you have chosen to pay a voluntary excess, for any claim where:
- i) the vehicle is less than 12 months old from the date it was first registered and used as new;
  - ii) you are the insured and/or main driver of the vehicle and it is in your control.

You will not pay a basic excess if you have had a Vantage approved tracking system installed in your insured vehicle and it is stolen or hijacked, provided that the tracking system has been adequately maintained and regularly tested.

### 3. Liability to other people

#### We will pay:

- a) for claims up to the amount as stated in your Schedule that you become legally liable to pay directly as a result of the use of your vehicle in respect of (1) injury which will mean accidental death of or bodily injury to any person (2) damage which will mean accidental loss of or damage to property;
- b) for costs and expenses that we have agreed in writing to pay;
- c) at our choice, for any costs paid for representation at any inquest or post-mortem or for defence against any criminal proceedings in a court of law;
- d) for a claim against you while you are driving a vehicle that is not owned or leased by you, but not for damage to the vehicle that you are driving;
- e) while your vehicle is being used to tow (other than for reward) any other vehicle, caravan or trailer (including liability in connection with the towed vehicle, caravan or trailer), but we will not pay for damage to the towed vehicle, caravan or trailer or to property in or on the towed vehicle, caravan or trailer.

#### We will indemnify any person who is driving or using your vehicle with your permission provided that the person:

- a) is not able to claim from any other Policy;
- b) observes the terms of the Policy as far as they can apply;
- c) has not been refused any motor vehicle insurance by ourselves or any other insurer.

### EXTENSIONS OF COVER

These extensions of cover are automatically part of the comprehensive motor cover option and the comprehensive motor cover option excluding theft and hijacking.

#### 1. Window glass

We will pay for the replacement of window glass (including a sunroof) of your vehicle if it is damaged, less the first amount payable stated in your Policy Schedule. If the glass is repaired and not replaced then there is no first amount payable.

#### 2. Locks and keys

We will pay you for costs necessarily and reasonably incurred by you to repair or replace the locks on your vehicle or replace the keys to your vehicle after loss of or damage to locks or loss of the keys (including cardkeys and remote control devices) for your vehicle, up to the limit stated in your Policy Schedule.

#### 3. Air freight cost of parts

If any part or accessory, needed to repair your vehicle, is not available in the Republic of South Africa as a standard manufactured article, we will pay the cost of air freighting or importing the part up to the amount stated in your Policy Schedule. We will not pay any additional costs that you might have as a result of any possible delay in the repair of your vehicle due to the part not being readily available.

#### 4. Sound equipment

We will pay up to the limit stated in your Policy Schedule less the first amount payable for fitted sound equipment. We will not pay for loss of or damage to any compact disc.

#### 5. Vehicle sharing

If you accept reward for giving lifts to passengers as part of a vehicle sharing agreement for social purposes or to or from work, it will not be excluded as long as:

- a) the passengers are not being carried in the course of a passenger-carrying business;
- b) the total reward that you receive does not involve any element of profit.

#### 6. Emergency repairs and damage after an accident

After loss or damage by an insured event as described in this section of the Policy, you may authorise repairs to the vehicle up to the amount stated in your Schedule, provided an invoice is sent to us soonest.

If your vehicle is in an accident or it breaks down and you use it before it has been repaired then we will not be liable for any consequential damage.

#### 7. Repatriation clause

If your vehicle is damaged outside South Africa, but within the territorial limits as stated in the Policy, we will pay for the cost of transporting your vehicle back to South Africa up to the amount stated in your Schedule.

#### 8. Fire extinguishing charges

We will pay the reasonable costs of extinguishing or fighting a fire, provided that:

- a) the costs are not more than the amount as stated in your Schedule;
- b) you are legally liable for these costs;
- c) the insured vehicle was on fire or was in imminent danger of being damaged by fire.

#### 9. 4x4

This extension applies only to 4x4, 2x4 (with differential lock) or all-terrain vehicles (excluding motorcycles or quad bikes) which are stated in your Schedule and which are insured for comprehensive cover. If the insured vehicle is outside the Republic of South Africa, cover is restricted to damage to this insured vehicle only.

#### 10. Winching equipment (4x4 extension)

We will cover you for damage to the vehicle due to the sudden and unexpected mechanical or electrical breakdown, failure or breakage of the winching equipment up to the amount as stated in your Schedule.

**This cover excludes breakdown and failure or breakage in the following circumstances:**

- a) where it is linked to faulty design, faulty parts or faulty repair or to operating the winching equipment beyond the levels recommended by the manufacturer or supplier;
- b) due to wear and tear or gradual deterioration of the equipment's parts or components or cables or coupling devices that deteriorate with use.

#### 11. Changes to your vehicle due to physical injury

We will pay the fair and reasonable costs, up to the amount stated in your Schedule, towards essential changes you need to make to the insured vehicle as a result of your permanent and identifiable physical disability which:

- a) is caused by a sudden and unexpected accident;
- b) occurs during the period for which you are insured;

c) results in your having to rely on a wheelchair for mobility when you are out of a vehicle.

## 12. Head, tail or spotlight damage

We will cover you for the costs of replacing any head, tail or fitted spotlights that are damaged by accident up to the amount as stated in your Schedule, even if there is no damage to the vehicle.

The excess (first amount payable) stated in your Schedule for window glass claims also applies to damaged head, tail or fitted spotlight claims.

## 13. Transport cover

We will cover you for loss of or damage to the vehicle while being transported by an approved vehicle carrier or railway to or from any local destination, including the loading and unloading of the vehicle subject to the approval of the Insurer.

## 14. Emergency expenses, trauma treatment and injury causing death

a) Emergency expenses following a motor accident:

- i) we will cover you for emergency expenses you may have to pay for as a direct result of a motor accident that results in bodily injury to anyone travelling in your vehicle. The cover is limited to the amount stated in your Schedule;
- ii) at the time of the accident/injury, the passenger must be seated in the vehicle's enclosed passenger compartment;
- iii) we will not be legally liable for any emergency expenses which can be recovered from any other private or statutory insurance fund or facility.

b) Expenses following hijacking or attempted hijacking:

- i) we will compensate you for trauma treatment that you incur and pay for which amounted to a disability event sustained as a direct result of an accident or if you suffered a hijacking or attempted hijacking of the vehicle. The cover is limited to the amount stated in your Schedule;
- ii) we will not be legally liable for any emergency expenses which can be recovered from any other private or statutory insurance fund or facility;

## 15. Child seat

If you have a child seat in your insured vehicle and it is lost or damaged as a result of the vehicle being involved in an accident or damaged by fire, theft/hijacking, we will pay the amount as stated in your Schedule for the seat.

## 16. Chauffeuring

Cover shall remain operative, irrespective of driver restrictions, when you use the services of a registered chauffeuring company and the insured vehicle was driven by an agent/employee of such company at the time of the loss or damage to the insured vehicle.

## 17. Purchasing of a vehicle

We will cover the loss of or damage to a vehicle you have purchased, but only for the first 72 hours after you have taken physical possession of the vehicle. This cover applies only if all the following conditions are met:

- a) you have purchased the vehicle from a member of the motor trade;
- b) the seller has no insurance that covers the vehicle;
- c) you have at least one vehicle insured for comprehensive cover under this Policy,
- d) you must add the vehicle for comprehensive cover under your Policy before we will accept your claim;

- e) the cover will only be in place whilst the vehicle is in the care of or being driven by you, your spouse or any other named drivers as stated in your Schedule;
- f) cover is limited to the highest insured value of the existing insured vehicle, but not more than R500 000 whichever is the lowest.

## 18. Selling of your vehicle

You will be covered for a period of up to a maximum of 60 days in the event that your vehicle is up for sale subject to the following conditions:

- a) that you advise us prior to such an action of your intent to do so and the effective date of such an arrangement;
- b) that you provide the full name, address and contact details of the dealership and/or consignment agent acting on your behalf and where the vehicle will be stored at all times;
- c) that you remain the registered owner of the vehicle as defined in your Policy Schedule and continue having a direct insurable interest in this vehicle;
- d) that you provide the full name, ID number and title of the person at the dealership who will be responsible for your vehicle whilst in their custody and control;
- e) prospective buyers may drive your vehicle for a short testing journey subject to the responsible person of such dealership being in the vehicle at all times.

Cover will cease immediately once your vehicle has been sold and ownership thereof has been transferred to the new buyer.

The Insurer reserves its rights of recourse against any responsible party causing a loss or damage to your vehicle whilst in the custody, care or control of the dealership and/or prospective buyer.

The Insurer also reserves its rights to either allow, disallow, cancel or change any terms applicable to this extension of your cover entirely at its own discretion and at any time deemed necessary.

Notwithstanding anything to the contrary, all policy conditions remain in force.

## 19. Towing, storage and release fees

The comprehensive cover of your insured vehicle includes the cost of towing, storage and release fees up to a maximum amount of R5 000 per incident.

## 20. Credit shortfall cover

can be selected as a separate Valued Added Product if required (does not include residual value).

## 21. Wreckage removal costs

The insurer will cover the reasonable costs and expenses to clean up and remove the debris or wreckage resulting from an accident which results in a valid claim under your Policy.

## WHAT IS NOT COVERED

1. The excess (first amount payable) as stated in your Schedule;
2. Any event, injury, loss, damage and/or legal liability that occurs while you or anyone you allow to drive the insured vehicle with your expressed or implied consent;
  - a) incurs loss or damage arising from theft of the insured vehicle while the ignition keys of your vehicle have been left in or on the vehicle;
  - b) uses or drives it in any way other than according to the description of its use, or not in line with its specifications given in the manufacturer's booklet;

- c) is not fully licensed to drive your vehicle in terms of the law that applies to any territory listed under the territorial limits of this Policy. (This exclusion will not apply while you or any person who may drive your vehicle is learning to drive, provided that the learner driver complies with the laws and regulations for learner drivers);
  - d) drives your insured vehicle while under the influence of drugs or alcohol or has a concentration of alcohol in their blood exceeding the statutory legal limit. If there is a suspicion that the driver of your vehicle was under the influence of drugs or alcohol at the time of the loss and a blood sample was taken from you, we will not pay your claim pending receipt of the blood results from the authorities;
  - e) uses your insured vehicle for commercial travelling or for any business, trade or work, other than as stated in the Schedule;
  - f) uses your insured vehicle to:
    - i) carry goods or samples for commercial purposes;
    - ii) carry passengers for hire or reward (other than vehicle sharing)
    - iii) tow another vehicle for reward;
    - iv) rent it out;
    - v) give driving instructions for reward;
    - vi) race or rally;
    - vii) compete in timing or trials or any driving on a motor track or a racing circuit, track, obstacle course or test circuit;
    - viii) undergo driving instructions on a racing circuit/track, unless, prior to the event, the insurer has agreed in writing to provide such cover. Third Party Liability is excluded under these circumstances.
  - g) uses your insured vehicle to transport toxic waste, medical waste, explosives or other hazardous goods for which you need permission from the authorities;
  - h) uses your insured vehicle to carry any load or passengers that are above the capacity that your vehicle has been made for or is licensed to carry;
  - i) uses your insured vehicle on airport property anywhere other than in the car park or drop-off zone
3. Any event, injury, loss, damage and/or liability that occurs while a member of the motor trade is looking after or has control of your insured vehicle, unless it is being overhauled, serviced or repaired or you have recently bought it and it is waiting to be collected from a recognised motor dealer;
4. Any event, injury, loss, damage and or liability that occurs because:
- a) you chose to abandon your insured vehicle after an accident, unless you felt that your life was in danger;
  - b) your claim results from or is connected to an exchange, cash or credit sales agreement or amounts to theft under false pretences and fraud;
  - c) customs or other officials or authorities have demanded you forfeit your insured vehicle or have seized, detained, confiscated or requisitioned it;
  - d) your vehicle was reported stolen and then recovered and you refused to lay a theft charge with the police or withdrew the theft charge.
5. The depreciation or decrease or reduction in value of your insured vehicle whether caused by damage or loss arising from an insured event or from resultant repairs or from wear and tear or otherwise;
6. Mechanical, electronic or electrical breakdown, failures or breakages, including any loss of or damage to any mechanical, electrical or electronic part as a result of that breakdown, failure or breakage;

7. Damage to tyres from applying brakes or from punctures, cuts or bursts caused by road hazards or potholes, except where the damage is as a result of an accident which also causes damage to other parts of the insured vehicle;
8. Gradual damage including wear and tear or other gradual processes including rust, oxidation, smoke, mildew, corrosion, decay or deterioration over time by any other means including infestation by pests;
9. Any claim arising from consequential loss;
10. Payments, arrear payments, interest and finance charges which you owe due to you having purchased the vehicle through hire purchase or a similar agreement;
11. Any loss, damage, injury or liability which is caused by the vehicle not being well maintained or in a condition that does not comply with the provisions and regulations of the Road Traffic Ordinances of the Republic of South Africa or any similar legislation that applies to the area in which you are driving the vehicle;
12. Transporting and/or towing of the insured vehicle – we will not cover you for loss of or damage to the vehicle while being transported by any other means than an approved vehicle carrier or railway or being towed by any other means than a professional towing operator to or from any local destination;
13. Third party liability on a public road for vehicles not registered for road use.

## SECTION 5 – CLASSIC MOTOR

### DEFINITIONS

1. **Vehicle** means the classic car or motorcycle which is a classic, collectable, vintage or veteran type vehicle.
2. **Approved repairer** is a repairer that is authorised by the Insurer to repair your vehicle.
3. **Approved classic car club** is a classic car club that we have approved.
4. **Agreed value** is the value stated in your Schedule as agreed by the Insurer.
5. **Disability event** means any event resulting in:
  - The loss of a limb or sense organ, or the use thereof by a person; or
  - A person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.
6. **First amount payable**  
You will be responsible for the first amount payable (excess) as stated in your Schedule for each and every claim.
7. **Modifications** to your vehicle are any changes to your vehicle's standard specifications, including optional extras. These include, but are not restricted to, changes to the appearance or the performance of your vehicle (including wheels, suspension, bodywork and engine) and include changes made to your vehicles by the previous owner(s). You must tell us what modifications you intend to make and first get our agreement before making them.  
If you do not tell us about any relevant modifications, we may reject or reduce your claim or treat the Policy as void (i.e. as though it has never existed).
8. **Reasonable modifications** to improve the vehicle's safety, drivability and reliability will also be allowed. If you do not tell us about any relevant modifications, we may reject or reduce your claim or treat the Policy as void (i.e. as though it has never existed).
9. **Retail value** represents the average price for which a car dealer would sell the insured vehicle, taking its model, age, condition and mileage into account.
10. **Third party** insurance covers accidental damage that you may become legally responsible to pay for someone else's vehicle or property.
11. **Total loss** means the insured vehicle is stolen/hijacked or damaged beyond repair.
12. **Uneconomical to repair** means the insured vehicle is damaged and the cost or repair is in our opinion more than the value of the vehicle less the value of the salvage.
13. **Salvage** is the reasonable value of the wreck of the vehicle.

### SPECIAL CONDITIONS

The following important rules affect your right to claim:

#### Responsible care

Your vehicle must always be maintained and only used in a roadworthy condition. You and any other person in charge of your vehicle must take all reasonable steps to protect it against loss or damage. Your claim will also not be paid unless you meet these conditions:

- when there is no one in the vehicle, it must be locked and the key(s) removed from its vicinity;
- your key(s) are as valuable as your vehicle and you must make sure they have been secured against theft.

### **Driver's licence**

You or anyone driving your vehicle must have a valid, full and correct type driver's licence. If there are any traffic offence charges against you or anyone driving your vehicle and/or any convictions and/or endorsements on your/their licence, you have to tell us immediately or we may not pay your claim.

### **Compliance with legislation**

You must ensure that your vehicle complies with the requirements for roadworthiness as set out in the National Road Traffic Act (Act Number 93 of 1996) or any replacement act, or of any provincial or local proclamation or statute which is applicable to the insured vehicle.

The load and passengers conveyed must comply with all legislation, statutory requirements, regulations and/or enactments of the Road Traffic Act (Act Number 93 of 1996) and amendments to it.

### **Nominated driver**

If stated on your Policy Schedule, this Policy will be on a nominated driver basis which means that any person driving your vehicle must be named on your Policy Schedule. We will not pay a claim if your vehicle is lost or damaged or causes any loss or damage while it is driven by or in the care and custody of any person other than the person(s) named in the Policy Schedule as the nominated driver(s).

### **Fire extinguisher**

All vehicles insured under this Policy must have a fire extinguisher on board. Fire cover is conditional upon this apparatus being a SABS approved extinguisher (a minimum of 1.5kg) in the cabin of the vehicle and in proper working condition at all times.

### **Excess**

This is the amount that you are personally responsible for in the event of a loss and has to be paid by you prior to the repairs being undertaken to your vehicle. Generally speaking, the higher the amount of the excess, the less expensive your premium, but as tempting as it may be to have a lower premium, always be certain that you will be able to afford the excess in the event of a claim.

## **WHAT IS COVERED**

Your Policy covers you for the loss of or damage to your vehicle, its accessories and spare parts, (including reasonable modifications) within the territorial limits of this Policy.

### **Insured value**

Your vehicle may only be insured for the 'Agreed' value. We will not pay more than the agreed value of your vehicle (including accessories and spare parts) at the time of the loss less any excesses that may apply. Your excess is the first part of any claim amount for which you are responsible.

We have the option to pay for your vehicle to be repaired or to pay you an amount equal to the reasonable cost of repair.

### **Where we cover your vehicle**

Your vehicle is covered within the borders of South Africa. Cover in the following neighbouring countries is subject to approval by the Insurer: Kingdom of Eswatini (previously Swaziland), Lesotho, Malawi, Namibia, Botswana, Zambia, Kenya, Tanzania and Mozambique.

South African legal and insurance principles shall apply in the adjudication of all claims regardless of where they occur.

## Class of use

- **Private use**

The vehicle may be used for social, domestic and pleasure purposes as well as to and from a fixed place of employment and back home again, but not as a daily driver and subject to the maximum annual mileage. The vehicle may not be used for business or commercial purposes.

## YOU HAVE THE FOLLOWING COVER OPTIONS:

- **Comprehensive**

You are covered for any accidental loss or damage to your vehicle because of a specific insured event. This includes, but is not limited to, accident damage, theft, hi-jack or attempted theft of your vehicle. Damage to a third party's property is limited to within the borders of South Africa only.

- **Third party, fire and theft**

Your cover is restricted to loss of or damage to your vehicle because of fire, self-ignition, lightning or explosion, theft, hijacking or attempted theft or hijacking. You are also covered for damage to a third party's property limited to within the borders of South Africa.

- **Third party only**

Your cover is restricted to damage to a third party's property within the borders of South Africa only. You have no cover for loss of or damage to your own vehicle.

- **Laid-up cover**

We will cover you only for the loss of or damage to the vehicle which results from fire, lightning, explosion or from self-ignition, or by theft or attempted theft whilst not in use and stored in a secure place.

Your cover option is specified in your Policy Schedule.

## ADDITIONAL COVER

1. **Wedding use**

Your cover is extended to include the vehicle while it is being used to transport wedding parties. The vehicle may be driven by any driver authorised by you subject to any driver restriction on the Policy.

2. **Towing, storage, and release fees**

The comprehensive cover of your insured vehicle includes the cost of towing, storage and release fees up to a maximum amount of R5 000 per incident.

3. **Emergency repairs**

If your vehicle is disabled by loss or damage insured under this Policy you may, in the event of an emergency, give authority for repairs not exceeding R5 000 without our prior consent, provided that a detailed estimate is obtained first and sent to us immediately.

4. **Fire extinguisher costs**

We will pay fire extinguishing charges up to the limit in the Schedule for when your vehicle is in danger because of a fire.

5. **Replacing of locks, keys and remotes**

If your keys or alarm remote control is lost or there is a valid reason to assume that an unauthorised person may be in possession of these or duplicates of them, we will pay for replacement of the locks, keys, alarm or remote control and for the reprogramming of any coded alarm system of the vehicle. This cover is limited to the amount stated in your Schedule and will always be subject to the excess applicable.

## 6. Salvage (treasured remains) buyback

You will have the first option, on a tender basis, to purchase the salvage if your vehicle is written off. You will lose this option to purchase the salvage if the vehicle is not adequately insured at the time of the claim. You will not be able to purchase the salvage if at the time of the loss we obtain a valuation confirming that the actual value of your vehicle is 20% more than the Agreed value stated in your Schedule.

## 7. Malicious damage

Your Policy covers you against loss or damage directly caused by or through the deliberate, wilful or wanton act of any person (other than yourself or immediate family) committed with the intention of causing such loss or damage, excluding any damage arising out of theft, hijack or any attempt thereat.

## 8. Air freight costs

If replacement parts have to be imported, we will cover costs up to R5 000. This excludes sound equipment and glass.

## 9. Glass damage

Your Policy includes cover for damage to the windscreen and windows of your vehicle as stated in the Policy Schedule. You will have to pay the glass excess specified in your Schedule. If the windscreen can be repaired, rather than replaced, there will be no excess applicable.

## 10. Transport cover

Your Policy includes cover for loss of or damage to your insured vehicle while in transit by road by an approved vehicle carrier or trailer and strictly subject to complying with all requirements of The National Road Traffic Act and any other legislation and/or road ordinances relating to the transit/towing and loading/unloading of such a vehicle.

## 11. Parts away

Your Policy includes cover for those parts of your vehicle that are sent to specialist repairers for repairs or refurbishment. Loss of or damage to these parts whilst away are limited to a maximum of R25 000 or not more than a third of the agreed value of your vehicle whichever is the lesser. Any deviation from this cover must be by prior arrangement with us.

## 12. Emergency expenses, trauma treatment and injury causing death

- a) Emergency expenses following a motor accident:
  - i) we will cover you for emergency expenses you may have to pay for as a direct result of a motor accident that results in bodily injury to anyone travelling in your vehicle. The cover is limited to the amount stated in your Schedule;
  - ii) at the time of the accident/injury, the passenger must be seated in the vehicle's enclosed passenger compartment;
  - iii) we will not be legally liable for any emergency expenses which can be recovered from any other private or statutory insurance fund or facility.
- b) Expenses following hijacking or attempted hijacking:
  - i) we will compensate you for trauma treatment that you incur and pay for which amounted to a disability event sustained as a direct result of an accident or if you suffered a hijacking or attempted hijacking of the vehicle. The cover is limited to the amount stated in your Schedule;
  - ii) we will not be legally liable for any emergency expenses which can be recovered from any other private or statutory insurance fund or facility;

## WHAT IS NOT COVERED

### 1. **Damage to tyres, springs and/or shock absorbers**

Your cover does not include damage caused by braking, punctures, cut or burst tyres or damage to springs and/or shock absorbers caused by impact with inequalities of any road surface.

### 2. **Subsequent damage**

Your cover does not include any damage if the vehicle is used after an accident before the necessary repairs have been carried out.

### 3. **Theft of sound equipment**

Your cover does not include loss of or damage to the sound, communications and tracking equipment while the vehicle is not parked in a securely locked building or in a securely fenced area behind locked gates and the loss or damage is not by forcible or violent entry. This exclusion of cover does not apply when the vehicle is on route in the course of a journey.

### 4. **Theft of or damage to parts and tools while outside the Republic of South Africa**

Your cover does not include theft of or damage to parts and tools while outside of South Africa.

### 5. **Alcohol and substance abuse**

You are not covered for any claim that arises whilst your vehicle is being driven by anyone who is under the influence of drugs or alcohol or has a concentration of alcohol in their blood exceeding the statutory legal limit.

If there is a suspicion that the driver of your car was under the influence of drugs or alcohol at the time of the loss and a blood sample has been taken from you, we will not pay your claim pending receipt of the blood results from the authorities.

### 6. **Wear and tear**

You are not covered for damage or loss caused by or resulting from wear and tear, depreciation, corrosion, rust, damp, mildew, insects, vermin, your own domestic pets, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration, the action of light or atmospheric conditions.

### 7. **Defective construction or design**

You are not covered for anything caused by poor or faulty design, workmanship or materials.

### 8. **Interest**

You are not covered for any interest that accrues or is due to you or any other party as a result of loss of or damage to any item insured under this Policy.

### 9. **Consequential loss**

You are not covered for loss or damage as a result of consequential loss.

### 10. **In custody of the motor trade**

You are not covered for any loss, damage or liability while your vehicle is in the care, custody and control of the motor trade for any purpose other than in connection with the normal maintenance, service or repair of the insured vehicle.

#### **11. Vehicle use**

You are not covered for anything which occurs while the insured vehicle is being used in the following ways:

- a) any purpose that is not defined in the Schedule of this Policy;
- b) driving instruction;
- c) towing for reward;
- d) hired out for reward;
- e) owned or used by a car hire company;
- f) racing, testing, rallies or any such event whether publicly organised or not and whether on a track or not;
- g) carrying hazardous goods;
- h) carrying goods or passengers in excess of what your vehicle is legally licenced to carry;
- i) carrying passengers for reward or fare-paying passengers unless for wedding use.

This does not apply if your vehicle is stolen or taken away without your permission, provided that, the person has been reported to the police for the purposes of a criminal prosecution and no subsequent statement or case withdrawal is made for whatever reason.

#### **12. Existing and deliberate damage**

You are not covered for anything caused by an event which happened before the start of this insurance policy or an event caused deliberately by you, your family or any person covered under this Policy.

#### **13. Roadworthiness**

You are not covered for any loss or damage occurring if the insured vehicle is not legally roadworthy.

#### **14. Repairs not authorised in advance**

You are not covered for repairs in excess of R5 000 unless authorised in advance by us.

#### **15. Losses or damage covered by a fund in terms of legislation**

- a) any event where compensation can or could be claimed or may be due from any compulsory motor vehicle insurance legislation, the Road Accident Fund Act or any legislation enacted for the purpose of providing compensation for loss, damage or liability caused by a motor vehicle;
- b) any event where compensation can or could be claimed or may be due from the Occupational Health and Safety Act;

#### **16. Legal expenses**

You are not covered for any legal expenses incurred without our prior permission.

#### **17. Passenger liability**

This cover only applies to the countries defined in this Policy, excluding the Republic of South Africa.

## LIABILITY TO THIRD PARTIES

You are covered, up to the limit in your Schedule, for all costs and expenses which you may become legally responsible to pay as a result of a vehicle accident caused by you resulting in loss or damage to property not owned by you, provided that:

- the incident occurs whilst this Policy is in force;
- the liability is as a result of an accident caused by or through or in connection with the insured vehicle as stated on your Policy Schedule;
- the insured vehicle is being driven by a person with your consent;
- you are using the vehicle for the purpose as described on the Policy Schedule;
- the incident happens within the borders of South Africa.

If you die in the accident, we will assist your personal representative in dealing with any liability action that we would have assisted you with in terms of this Policy, had you remained alive.

Your cover includes the payment for damages, legal costs and other expenses which we have agreed to and does not exceed the limit stated in your Schedule.

## ADDITIONAL COVER

### Cross liabilities

Where more than one insured person is named in the Schedule, we will cover each insured person separately and not jointly. Any legal issue between the insured persons will be treated as though separate policies had been issued to each person. This is subject to our aggregate liability which must not exceed the insured value as stated in the Schedule.

### Towing of vehicles

Your cover includes any liability you become responsible for while you are towing a vehicle or a trailer. We will not pay for damage to the towed vehicle or trailer (or goods in or on the vehicle or trailer). We will pay for damages caused by the towed vehicle or trailer.

### Legal representation

We may decide to pay legal costs and expenses which will entitle us to arrange for representation at any investigation or inquiry or for defending in any magistrate's court any criminal proceedings relating to any event which is covered under this sub-section. This is subject to our total liability not exceeding the total insured value. Any cost or expenses you agree to must be with our written consent.

## WHAT IS NOT COVERED

The following is not covered by this Policy:

1. Any amount of money exceeding the limit in your Schedule;
2. Any loss if you have not paid your premium in advance;
3. The amount of any compensation payable by any compulsory motor vehicle insurance legislation. This exclusion applies regardless of whether the applicable legislation is unable to or incapable of providing compensation;
4. Death, bodily injury and emotional shock or trauma to any person in the Republic of South Africa;
5. Damage to property belonging to, held in trust by, or in your custody or control or being conveyed by or loaded onto or unloaded from your vehicle;
6. Costs and expenses incurred after the date on which we have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of the occurrence. Thereafter you will have to attend to all further dealings with the claimant yourself;

7. Any loss, damage or liability if the insured vehicle:
  - a) is used at any time for driving instruction or towing for reward;
  - b) is used at any time for the carriage of goods for trade purposes;
  - c) is hired out for reward;
  - d) is used at any time for the carriage of passengers for reward or fare-paying passengers which shall include passengers in busses, taxis, coaches, ambulances and emergency vehicles, except if the vehicle is used for weddings and events defined under the weddings use clause;
  - e) is owned by a vehicle rental concern;
  - f) is used for or takes part in racing, sports meetings, speed or other contests or rallies or used on any race track whether an organized event or not;
  - g) is used at any time for the carrying of explosives or other hazardous goods including but not limited to nitro-glycerine or dynamite, the transportation of chemicals or compressed gases or liquid gaseous form, the transportation of hazardous waste, the transportation of liquefied petroleum or gasoline, or the delivery of commercial freight;
  - h) is used at any time for the carrying of goods or passengers greater than the mass or number that your vehicle is licensed and designed to carry;
  - i) is used outside the borders of South Africa.
8. Any loss or damage or liability while the insured vehicle is in the care, custody and control of the motor trade (for any purpose other than in connection with the normal maintenance, service or repair of the insured vehicle);
9. Any liability that may arise following a claim under the vehicles section of this Policy for loss of or damage to your vehicle that has been rejected unless such rejection was solely as a result of the amount of such claim falling within your excess;
10. Any liability arising while your vehicle is being transported by sea to or from ports in the Territorial Limits;
11. Any liability that arises whilst your vehicle is being driven within an aviation apron or runway whether such is registered or not;
12. Any liability that may arise whilst your vehicle is in the underground workings of any mine;
13. Third party liability on a public road for vehicles not registered for road use.

## SECTION 6 – PERSONAL ACCIDENT

### SPECIFIC DEFINITIONS

1. **Accident** means an external, sudden, unexpected and specific event that is the direct cause of bodily injury.
2. **Annual earnings** mean the annual equivalent wage or guaranteed salary paid to you at the time the accident occurs.
3. **Bodily injury** means injury to the body caused by violent, accidental, external and visible means.
4. **Disability event** means any event resulting in:
  - a) The loss of a limb or sense organ, or the use thereof by a person; or
  - b) A person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.
5. **Motor vehicle accident and/or hijacking** means bodily injury as a result of a motor vehicle accident or hijacking whilst you are driving or are the driver of a vehicle noted in the Schedule or the driver of a vehicle hired to you by a registered vehicle hire company.
6. **Maximum amount payable** means the maximum amount payable under this section any one event is R1 000 000. The maximum amount payable to you/your means:
  - a) in respect of you and your spouse or partner, children, parents and relatives who permanently reside with you and are financially dependent on you, is R250 000;
  - b) in respect of domestic employees is R114 000 per event.
7. **Permanent disablement** means total disablement.
8. **Temporary total disablement** means temporary disablement.
9. **Temporary partial disablement** means temporary incapacity.
10. **Weekly earnings** mean annual earnings divided by 52 weeks.

### WHERE WE COVER YOU

Anywhere in the world, but the domicile insured addresses will be limited to the Republic of South Africa.

### WHAT IS COVERED

#### 1. Death benefit

We will cover you for death caused directly by bodily injury due to an accident occurring within 12 months of the accident. We will pay the 100% of current annual earnings to a maximum of R250 000 per person into your estate.

#### 2. Disappearance

We will pay out the death benefit if you have disappeared, or are presumed dead by a court of law. There also has to be reasonable evidence that this was as a result of an injury as defined in this section.

If you are subsequently found to be alive, the pay-out has to be refunded by the person to whom it was made.

#### 3. Exposure

We will pay if you are injured as a result of exposure to the elements after an accident or an accident of the vehicle you were travelling in. Injury here includes the effects of thirst and starvation.

#### 4. Emergency expenses

We will pay for the costs and expenses incurred as a result of bodily injury due to an accident and incurred within 24 months from the accident, up to R20 000.

## 5. Mobility cover

We will pay for the reasonable and necessary costs for a wheelchair and alterations to your vehicle following your permanent disability as a result of an accident up to the amount stated in the Schedule. However, this must not be recoverable from any other insurance including any facility you may have.

## 6. Motor vehicle accident and/or hijacking

We will pay for death or disablement of the policyholder caused directly by bodily injury due to an accident occurring within 12 months of the accident/hi-jacking, up to R250 000 per person to a maximum of R1 000 000 per incident.

## 7. Permanent disablement

We will pay a percentage, as specified for the particular permanent disability in the "Disability Table" below, applied to the Policyholder's current annual earnings up to a maximum of R250 000 for permanent disablement caused directly by bodily injury due to an accident occurring within 12 months of the accident.

## 8. Rehabilitation costs

In the event of us having admitted a claim for permanent disability, we will contribute 80% of such retraining or rehabilitation costs up to a maximum of R20 000.

## 9. Temporary disablement

We will pay 100% of current weekly earnings per week for a period not exceeding 104 weeks, excluding the first 7 days from the date of the accident in respect of temporary disability occurring within 12 months of the accident, up to the basic cover limit stated in the Schedule.

## 10. Trauma treatment

We will compensate you for trauma treatment that you incur and pay for which amounted to a disability event sustained as a direct result of an accident or if you suffered a hijacking or attempted hijacking of the vehicle. The cover is limited to the amount stated in your Schedule.

### DISABILITY TABLE

Total and permanent disability	% Of compensation
Loss by physical separation at or above the wrist or ankle of one or more limbs	100
Permanent and total loss of:	
- whole eye	100
- sight of eye	100
- sight of eye except perception of light	75
Permanent and total loss of hearing:	
- both ears	100
- one ear	25
Permanent and total loss of speech	100
Injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
Loss of four fingers	70
Loss of thumb	25
Loss of a finger	5
Loss of all toes	30
Loss of a toe	5
Death	100

## PLEASE NOTE

- a) If an incident becomes payable under more than one benefit, the total amount will not exceed 100% of the maximum for each person.
- b) Upon payment of any claim for which compensation as stated in the Disability table is 100% of the maximum insured amount, the insurance and any further liability will cease immediately.
- c) The pay-out for disability will be deducted from any amount payable for death caused by the same accident.
- d) Where the injury is not specified, we will apply a percentage of disablement which is consistent with the Disability table.

## YOUR RESPONSIBILITIES

1. Notice must be given to us in writing as soon as reasonably possible of any event which may result in a claim.
2. You must submit to any medical examination that we require of you, as often as required. We will pay for these medical examinations.
3. You must notify us of any physical infirmity which, to your knowledge, affects you or of any career change you make that results in a more hazardous occupation.
4. In the event of any bodily injury which may result in a claim, medical advice must be sought within a reasonable time and complied with. 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. You must provide us with proof of earnings before we will pay any benefits.

## WHAT IS NOT COVERED

The following situations are not covered unless specifically stated otherwise:

1. Death, disability or emergency expenses due to 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;
2. A pre-existing medical condition, physical defect or other infirmity;
3. Injury as a result of being under the influence of intoxicating liquor or drugs;
4. Payment for the death or disablement of any domestic worker, nanny, au pair or gardener as a result of bodily injury sustained in a motor accident or hijacking unless the vehicle is being operated in the course of their employment;
5. Death, disability or emergency expenses if you are younger than 15 years of age or older than 70 years;
6. Your participation in any of the following:
  - a) sport as a professional player/athlete;
  - b) defence force, police services or correctional services;
  - c) rescue and/or fire services on a permanent or voluntary basis;
  - d) motorcycle riding, wrestling, boxing or martial arts, skydiving, hang gliding, mountaineering, parachuting, horse jumping, polo, bungi jumping, bridge swinging or scuba diving beyond 18 meters, speed racing;
  - e) travelling by air other than as a passenger;
  - f) mining activities;
  - g) manufacture or use of explosives;
  - h) wilful misconduct;
  - i) riot or civil commotion.

## SECTION 7 – PERSONAL LIABILITY

### SPECIFIC DEFINITIONS FOR THIS SECTION

1. **Insured event** means death, bodily injury or illness of any person, or loss of or damage to the tangible property of any person which occurs during the period of insurance and for which you become legally liable to pay for loss, damages, costs and expenses.

### WHAT IS COVERED

#### 1. Your cover

If you become legally liable to pay compensation to third parties for accidental death, bodily injury or illness or accidental loss of or damage to their property which occurs during the period of insurance, we will indemnify you up to the amount stated in the Schedule for any one accident or series of accidents arising out of one event, including any costs recoverable by any claimant from you and legal costs incurred by you with our written consent.

#### 2. Jurisdiction

This section of the Policy falls under the jurisdiction of the courts of the Republic of South Africa. It does not include any legal liability for loss or damage including costs and expenses of legal processes, if these arise from the claimant instituting legal action against you in a court outside of the Republic of South Africa.

### EXTENSIONS TO YOUR COVER

#### 1. Tenants

If you become legally liable as the tenant and not as the owner for damage to the building of a private residence and its domestic outbuildings (including fixtures and fittings) occupied by you as the tenant or by members of your household, we will cover you up to the amount as stated in your Schedule for any one accident or series of accidents arising out of one insured event.

#### 2. Wrongful arrest

If you become legally liable to pay for damages resulting from the wrongful arrest or alleged wrongful arrest which arises out of your activities as a member of a neighbourhood watch or a block watch group or a similar voluntary non-profit organisation, we will cover you up to the amount as stated in your Schedule for any one valid claim or series of valid claims arising out of one insured event, including legal costs and expenses.

#### 3. Liability to domestic employees

We will cover you for legal liable up to the amount as stated in your Schedule where you become liable due to the death of or bodily injury to your domestic employee which arises from and in the course of his/her service during the period of insurance. This includes the legal costs and expenses which the domestic employee can recover in respect of a valid claim under this extension and which you may incur with our written consent. Exclusion 2 below does not apply to domestic employees.

This clause will not apply if the loss is covered in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA).

#### 4. Identity theft cover

If you are a victim of identity theft, then we will pay the costs you have to pay in trying to re-establish your personal credit history, including:

- a) your unpaid leave for any time taken off from work as a result of this;
- b) extra loan application fees that you incurred from having to re-apply for a loan declined because of false credit history;

- c) cost to obtain and correct your credit rating report;
- d) telephone, fax and postage costs spent to recreate your credit worthiness;
- e) travel costs spent to recreate your credit worthiness;
- f) legal fees agreed upon;
- g) defend actions brought against you incorrectly by retailers and collection agencies;
- h) remove wrongly recorded civil judgements against you;
- i) prepare legal statements, statutory declarations or affidavits required by the police, your bank or credit provider.

The most we will pay under this cover for all claims made is R30 000 in a 12 month period.

**The following are excluded from this cover:**

- a) payment of any debts resulting from identity theft;
- b) any costs or fees incurred in reinstating your credit status or good name relating to or for a business activity;
- c) speeding or parking fines or infringements or e-toll charges;
- d) costs to re-establish identity or credit records outside the Republic of South Africa;
- e) any costs recoverable from your bank, credit card or credit provider;
- f) costs not supported by written evidence.

## EXTENDED PERSONAL LEGAL LIABILITY (IF SELECTED)

### WHAT IS COVERED

Extended personal legal liability

1. We will pay claims for which you become legally liable during the currency of this Policy:
  - a) for which liability is not included in the Policy and
  - b) for which the limit of compensation, including costs and expenses of the Policy is exceeded. We will only pay claims above the following limits:
    - R5 000 000 under the Personal Legal Liability section
    - R5 000 000 under the Vehicle Liability section
    - R1 000 000 under the Classic Vehicle section
    - R1 000 000 under the Motorcycle section
    - R1 000 000 under the Watercraft Liability section
2. We will pay for your legal costs and legal expenses that:
  - a) a claimant can recover from you for a valid claim under this section
  - b) you incur with our prior written consent.

### TERMS AND CONDITIONS

1. Payment of a claim under this section is subject to a valid Policy being in force at the time of the event. The Policy must provide the kind of cover you are claiming for under this section and subject to you not having broken any of the conditions of the Policy.
2. If payment of a claim under this section refers to an event for which the limit of indemnity, including legal costs and legal expenses of the Policy is exceeded, the Insurer will undertake to pay it.

## WHAT IS NOT COVERED

We will not cover you for:

1. Liability in connection with:
  - a) 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;
  - b) the pursuing of any business, trade or occupation. This exclusion does not apply to vehicle liability if the vehicle is insured for professional use;
  - c) 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 the this Policy;
  - d) your reckless disregard of the possible consequences of your acts or omissions;
  - e) loss of or damage to property that is covered under any other insurance Policy;
  - f) the ownership, possession, use or handling of any aircraft other than model aircraft or hang-gliders;
  - g) loss of or damage to or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
  - h) HIV (Human Immunodeficiency Virus) or any related illness, including AIDS (Acquired Immune Deficiency Syndrome) or any mutant derivative or variation thereof;
  - i) vehicle or watercraft liability, unless the liability is covered by this Policy or if the liability is excluded from cover under this Policy due to any claim occurring outside the borders of the countries covered by the Policy;
  - j) watercraft liability if the total length of the watercraft exceeds 10 meters;
  - k) loss of or damage to any self-propelled vehicle, trailer, caravan, watercraft or aircraft under your care, custody or control;
  - l) a dishonest, fraudulent or malicious act or acts of physical assault or seduction committed by you;
  - m) the payment of any fine, penalty or multiple, punitive/exemplary damages;
  - n) any debt;
  - o) failure to pay maintenance or alimony or any amounts following a breach of promise;
  - p) the purchase, sale, barter or exchange of property, or your failure to comply with your obligations relating to these transactions.
2. Any of the following forms of liability:
  - a) 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;
  - b) 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;
  - c) liability where the State or a government body or authority has accepted liability.

## WHAT IS NOT COVERED

We will not cover you for legal liabilities relating to or arising from or in any way associated with:

1. Loss of or damage to property belonging to you, family members permanently residing with you or your domestic employees, or in your possession or under your control;
2. Any family member permanently residing with you or financially dependent on you or any person acting in the course of his/her employment with you at the time of the accident;
3. Your directors, members, trustees or beneficiaries, or their family members permanently residing with them if you are a company, close corporation or trust;
4. Any employment, trade, apprenticeship, business or profession;
5. The use of or interference with support to land, buildings or any other property;
6. Liability or claim that arises from any legal liability you may have as the result of having entered into a contract or agreement, unless such liability would in any event have ensued without entering into such contract;
7. Wilful, dishonest, fraudulent, criminal or malicious acts or damage;
8. Damages awarded against you in any judgement or cost and expenses of litigation recovered by any claimant who institutes action in a court outside of the Republic of South Africa;
9. Costs and expenses incurred after you or the claimant has accepted an offer by us to settle the claim in full or for a lesser amount than we believe the claim can be settled for or the maximum amount for which we are legally liable;
10. Any penalties or fines or for any criminal offences or criminal judgement against you;
11. The ownership, possession, use or handling of any firearm including air guns;
12. Loss of or damage to or attributable to animals, including horses owned by you or in your possession or control, other than domesticated animals;
13. Any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or any mutations, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind;
14. Passing on an infectious or other disease;
15. Arising from seepage, pollution or contamination; the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances, unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected accidental event;
16. The ownership, possession, use or handling of any motor vehicle, caravan, trailer (other than unattached trailers), aircraft or watercraft (other than model aircraft surfboards or paddle skis) owned by or in the custody or control of you or your domestic staff;
17. Loss or damage covered by any other insurance Policy;
18. Loss or damage which forms the subject of any compulsory statutory insurance.

## SECTION 8 – WATERCRAFT

### A. OWN DAMAGE

#### SPECIFIC DEFINITIONS FOR THIS SECTION

1. **You/your/yours/yourself** includes the authorised skipper (the person in charge or control of the craft).
2. **Watercraft** means the yacht, motorboat or other small craft (less than 10 meters in length), consisting of the hull, super structure, engines and machinery, gear and equipment and standard fittings and accessories that would normally be sold with the craft, but excluding its trailer.
3. **Engines** (motors)  
Maximum engine capacity limited to:
  - a) Fixed hull craft – 300 horsepower in total;
  - b) Rubber duck – 100 horsepower in total.
4. **Occurrence** means an incident that causes:
  - a) accidental death of, or bodily injury to, or illness of a person;
  - b) accidental physical loss of or damage to tangible property.
5. **Legal costs and expenses** which a claimant can recover in connection with a valid claim under this section and which are incurred with our consent.
6. **Use by another person** means any person other than the operator will be regarded as the Policyholder provided he complies with the terms and conditions of the Policy.

#### WHERE WE COVER YOUR WATERCRAFT

1. Inland and coastal waters of the Republic of South Africa, to a maximum distance of 12 nautical miles (22 kilometers) offshore.
2. Cover for own damage only is extended to include territories and inland waters of Botswana, Lesotho, Mozambique, Namibia, Kingdom of Eswatini (previously Swaziland), Malawi, Zimbabwe, Kenya and Tanzania.
3. The territorial limits must not exceed the offshore limitations as defined by the local Government Regulations governing the operation of the insured watercraft.

#### WHAT IS COVERED

1. You are covered for accidental loss or damage to the watercraft, which is being used for social, pleasure and domestic purposes only, up to the insured value on the Schedule, subject to the following:
  - a) if the watercraft is less than 4 years old – the basis for calculating settlement is the current purchase price of a new watercraft of the same or similar model;
  - b) if the watercraft is more than 4 years old – the basis for calculating settlement is the current market value.
2. If a part necessary for the repair of the watercraft is not available 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 by the price stated in the most recent catalogue or price list. The cost of air freighting and/or importing replacement parts and express delivery is limited to R5 000.
3. Our payment 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 less depreciation.
4. The maximum amount we pay for loss of or damage to the watercraft is the sum insured.

5. We will not be expected to achieve an exact restoration, repair or replacement. It will be as reasonably close to the original specification as possible.
6. Inspection of the hull – we will pay for the reasonable expenses incurred to inspect the hull of the watercraft for possible damage that may have occurred due to stranding, sinking or collision.
7. Emergency expenses – we will pay for bodily injury sustained by any person whilst on board the watercraft as a result of an accident up to a maximum of R5 000 per person and R20 000 per occurrence.
8. Repatriation costs – we will cover the cost reasonably incurred by you to repatriate the watercraft when damage was sustained while outside of the borders of the Republic of South Africa, but within the territorial limits as stated under “Where we cover your watercraft”, up to the limit stated in your Schedule.
9. Safeguarding and emergency repairs – we will pay for:
  - a) 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;
  - b) costs of emergency services you are liable to pay to any public authority following a loss.
10. Sails and protective covers – we will only pay for two-thirds of the replacement cost if loss or damage occurs to sails or protective covers that are more than three years old.
11. Salvage costs – we will pay for costs incurred with our written consent for lifting out, removal or destruction of the wreckage of the watercraft.
12. Transport cover – we will pay for any own damage during transit by road or on a roadworthy vehicle or trailer in accordance with the Road Traffic Act (or any similar statute, provincial or local proclamation or statute).

#### **YOUR RESPONSIBILITY**

1. A watercraft with an inboard engine must be equipped with a fire extinguisher which must be regularly maintained, otherwise fire and explosion incidences will not be covered.
2. The watercraft must, at all times, be controlled by a competent skipper or under his supervision.
3. The watercraft should be kept secure while at your place of residence, unless otherwise stated.
4. You must take all reasonable steps to maintain your watercraft in a proper state of repair and in a seaworthy condition otherwise you will forfeit cover.
5. You must at all times exercise all reasonable precautions for the safety of your watercraft to prevent loss, damage or accidents.
6. You must comply with all laws applicable to the ownership, possession and use of the watercraft.

#### **WHAT IS NOT COVERED**

1. We will not cover you for loss of or damage to your watercraft which is either caused by or contributed to by the following:
  - a) depreciation, wear and tear, gradually operating causes;
  - b) reduction in value caused by cleaning, repairing, lack of use or alterations;
  - c) mechanical, electrical or electronic breakdown, and failure or breakage, unless this is the result of other damage to the watercraft;
  - d) theft or attempted theft of fixtures, fittings, equipment and outboard motors of the watercraft unless accompanied by actual, visible force;
  - e) the watercraft not being seaworthy or not having been maintained;
  - f) a latent defect in the watercraft’s design or construction;
  - g) scratching, bruising, chafing or denting;

- h) whilst the watercraft is left moored or anchored unattended off an exposed beach or shore;
  - i) outboard motors dropping off or falling overboard, unless they have been bolted or chained to the hull;
  - j) sails and protective covers torn by the wind, or blown away while being hoisted.
2. Use of the watercraft for the following is specifically excluded:
    - a) business, trade or professional purposes;
    - b) any hiring or chartering;
    - c) towing or salvage services under contract;
    - d) a houseboat or permanent residence;
    - e) racing, speed trials or other contests and competitions including regattas;
    - f) carrying passengers for reward;
    - g) used anywhere outside of "Where we cover your watercraft".
  3. There is no cover for loss, damage, injury or liability that arises when you or anybody else are piloting or towing your watercraft while:
    - a) under the influence of intoxicating liquor or drugs;
    - b) the alcohol content in your blood exceeds the legal statutory limit.
  4. We do not cover any loss or damage arising from the watercraft being left unattended afloat on moorings, unless you have our prior written agreement.
  5. Loss of or damage to the following items if they are not adequately protected from water and exposure to nature's elements:
    - a) anybody's clothing or personal effects;
    - b) gear of any nature;
    - c) sports or recreation equipment;
    - d) safety and medical supplies;
    - e) watercraft items not attached to the watercraft;
    - f) electronic and mechanical equipment.

## B. WATERCRAFT LIABILITY

### WHAT IS COVERED

We will pay claims up to the amount stated in the Schedule for:

1. Liability to third parties – amounts that you become legally liable to pay to third parties as a result of an occurrence in connection with the watercraft.
2. Liability if another person navigates your watercraft – amounts which another person who navigates the watercraft becomes legally liable to pay as a result of an occurrence in connection with the watercraft.
3. Liability of water-skiers or para-sailors – amounts which a water-skier or para-sailor becomes legally liable to pay as a result of an occurrence while the water-skier or para-sailor is being towed by the watercraft.
4. Passenger liability – we will pay you for amounts you are legally liable to pay a person who, at the time of the event, is transported in or on the watercraft.

## WHAT IS NOT COVERED

1. Liability due to:
  - a) accidental death or bodily injury to you or a member of your household or family or any person in your service if the liability arises from the service;
  - b) accidental death or bodily injury to a fare paying passenger or their property;
  - c) damage to property belonging to, or in the custody and control of you, a member of your household or family or any person in your service;
  - d) damage to property being transported in or on the watercraft.
2. Liability, costs or expenses which arise:
  - a) during the transport of the watercraft by road;
  - b) as a result of the watercraft not being seaworthy (cannot be used safely on water);
  - c) if the watercraft is used for any purpose other than social, pleasure and domestic use.
3. Liability of another person if the other person
  - a) is entitled to indemnity under another Policy;
  - b) was refused any insurance for a sailboat, motorboat or watercraft or continuance thereof;
  - c) navigates the watercraft without your expressed or implied permission.
4. We will not be liable whilst the watercraft is being conveyed by a person who has no valid driver's licence or whilst the watercraft is under the control of any person who is under the influence of intoxicating liquor or drugs.

## SASRIA

### ANNEXURE 4

#### COUPON POLICY FOR SPECIAL RISKS INSURANCE

In consideration of the prior payment of the premium stated in the coupon and the receipt thereof by or on behalf of Sasria SOC Limited, (hereinafter called the Company) and subject to the underlying Policy being current and valid at the effective date as stated in the Schedule, the Company will by payment or at its option by reinstatement or repair indemnify the insured during the Period of Insurance up to an amount not exceeding the total sum insured in respect of each item and not exceeding in the aggregate during the said Period of Insurance, the total insured value, or the aggregate limits of liability as stated in the proviso hereunder, whichever is the less against loss of or damage to the property insured directly related to or caused by:

- i) 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;
- ii) 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;
- iii) Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
- iv) Any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- v) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

#### NOTE:

In this Coupon Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts. PROVIDED that:

Notwithstanding anything to the contrary, where One Insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and or Motor) issued by or on behalf of the Company, the annual aggregate liability of the Company under all such Insurances shall be limited to the sum of R500 million (five hundred million Rand), or up to R 1,5 billion, if the Insured has chosen the optional Excess of Loss R 1 billion cover, where the property insured is in the Republic of South Africa.

#### **Sasria is striving for excellence, should we fail to deliver on our service promises, please contact**

Thokozile Ntshiqqa on [thokon@sasria.co.za](mailto:thokon@sasria.co.za) for any complaints or alternatively

For this purpose ONE INSURED shall mean:

Any Single One Insured, a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973) or Subsidiary of the Holding Company.

In the case of One Insured other than Companies, the Company reserves the right to determine who the One Insured is for this purpose.

#### **PROVIDED FURTHER that this insurance does not cover:**

- a) Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenable;

- b) Loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;
- c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
- d) NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and /or to put the public, or any section of the public in fear.

- e) 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 South African territory to which this Policy applies.

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon the burden of providing the contrary shall be upon the insured.

## CLAIMS NOTIFICATION

The Agent or Intermediary will advise Sasria of a loss within thirty (30) days from the date they receive the claim.

A claim shall not be payable if twenty four (24) months have elapsed since the occurrence of the Insured Event unless the claim is subject of pending legal action or final assessment of the loss by the Insurer have not been reached.

## CONTRACTUAL VALUE

Where Property Insured is extended under the Replacement Value Clause and is the subject of a lease, rental, hire or similar agreement which requires the Insured to insure and/or be responsible for the property at an agreed value then the measure of cover provided shall be the agreed value as stipulated in the lease, rental or hire agreement.

The definition set out under the Basis of Loss Settlement on the underlying Policy shall not apply in respect of a claim under this clause but always limited to the total Sum Insured.

## CONDITIONS

### Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the Policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

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

The premium is due in advance and, if it is not received by the company by due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless the insured can show that failure to make payment was an error on the part of his Intermediary or Sasria agent.

### Transfer

Nothing contained in this Policy shall give any rights against Sasria to any person other than the Insured. Sasria shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

## Arbitration

- a) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine.
- b) Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against Sasria under this Policy.

## Company's rights after an event

- a) On the happening of any event in respect of which a claim is or may be made under this Policy, the company and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the company to rely upon any conditions of this Policy:
  - i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the company to do so. The insured shall not be entitled to abandon any property to the company whether taken possession of by the company or not,
  - ii) take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the company.
- b) The insured shall, at the expense of the company, do and permit to be done all such things as may be necessary or reasonably required by the company for the purpose of enforcing any rights to which the company shall be, or would become, subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.

## SPECIAL CONDITIONS

1. It is a condition precedent to any liability that at the time of the happening of any occurrence given rise to a loss in terms of this Coupon Policy there shall be in force the Underlying Policy covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.
2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying Policy, other than:
  - a) Exception A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi);

And

  - b) The Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above;
  - c) Any excess, deductible or similar payment to be met by the Insured in terms of the Underlying Policy;
  - d) The Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. It does not automatically incorporate the Extensions. In order to cater for the Extensions, the Sasria Sum Insured must be increased by the value of the Extension and a premium charged for the said Extension. In this instance a Schedule showing a breakdown of all additional covers included (together with the sum insured) must be attached to the coupon;
  - e) Where required by the Insurer, the Insured shall at the commencement of such insurance and when required provide the Insurer with a written estimate of the cost at such date of reinstatement of the Property Insured to which this section applies made and certified by a Valuator acceptable to the Insurer.

The Sum Insured under the Policy and this section in respect of each item will not be less than the amount of such estimate, and may be adjusted for renewal provided this is done within a two months period of the renewal date.

- f) Where a building or structure is destroyed, the Insured is entitled to carry out the replacement by an equivalent building upon another site and in any manner suitable to the requirements of the Insured provided that the Insurer's liability does not exceed the cost which would have been incurred had reinstatement been carried out on the original location.

shall be deemed to be incorporated in this Coupon Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

#### Memorandum

The reference to Exceptions A(i), A(iii)(b), A(v), A(vi) and A(vii) and to the Burden of Proof Clause in Exception A is a reference to those Exceptions as they appear in the Standard S.A.I.A. Exceptions which the Nominated Insurer is obliged to incorporate in his Policy. Should the numbering in the Underlying Policy not correspond with the numbering of the Standard S.A.I.A. Exceptions the above references shall apply to the corresponding Exceptions in the Underlying Policy mutatis mutandis.

3. If the property covered in terms of the attached Schedule shall at the commencement of any destruction or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this consideration.
4. Any adjustment of Premium Clause or Condition in the Underlying Policy shall not be applicable to this Coupon Policy.
5. No alteration of this Coupon Policy is valid unless signed by a Director of the Company.
6. Any Reinstatement Value Conditions in the Underlying Policy shall be applicable to this Coupon Policy except insofar as it relates to Motor Vehicles.
7. The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.

## SASRIA

### ANNEXURE 15

#### MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS

In respect of Property as defined:

##### THE POLICY DEFINITIONS

Wherever the term "Sasria" is used it shall refer to Sasria SOC Limited.

Wherever the word "property" is used it shall be deemed to mean any motor car or vehicle, trailer, implement or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst thereon.

WHEREAS the Insured has paid the premium stated in the Schedule to this Policy (which Schedule shall form an integral part of this Policy) to Sasria as consideration for the insurance hereinafter contained in respect of loss or damage occurring during the Period of Insurance stated in the Schedule of this Policy.

The Policy will cover for third party only if the third party vehicle does not have Sasria cover and the loss or damage to property happened as a result of the Sasria peril.

NOW this Policy declares subject to the terms, exceptions and conditions contained herein that Sasria will indemnify the Insured against loss of or damage to the property described in the Schedule directly related to or caused by:

- i) any act (whether on behalf of any 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;
- ii) 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;
- iii) any riot, strike or public disorder, or any act of activity which is calculated or directed to bring about a riot, strike or public disorder;
- iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- v) the act of any lawfully established authority in controlling, preventing suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii) (iii) or (iv) above.

**Sasria is striving for excellence, should we fail to deliver on our service promises, please contact Thokozile Ntshiqqa on [thokon@sasria.co.za](mailto:thokon@sasria.co.za) for any complaints or alternatively, you can send an email to [complaints@sasria.co.za](mailto:complaints@sasria.co.za)**

**NOTE:** In this Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

Sasria may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of the property insured in the Schedule of this Policy subject always to Condition 8 of this Policy. If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereinafter referred to as the "Owner") is interested in any monies which would be payable to the Insured under this Policy in respect of loss of or damage to the property insured (which loss or damage is not made good by repair or replacement) such monies shall if so requested in writing be paid to the said Owner and/or to the Insured to the extent of their respective interests as long as they are interested in the said property, and their receipt shall be a full discharge of Sasria in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or Sasria under or in connection with this Policy or any condition or term thereof.

In the event of any part accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being unprocurable in the Republic of South Africa, as a standard ready manufactured article or in the event of any such article being denied to the Insured for any reason the liability of Sasria shall be met by the payment of a sum equalling the value of the said article at the time of the loss or damage but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa.

If the property insured under this Policy is disabled by reason of any loss or damage Sasria will pay the reasonable cost of protection and removal to the nearest repairers. Sasria will also pay the reasonable cost of the delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured in the Republic of South Africa.

## EXCEPTIONS

This Policy does not cover:

1. Consequential loss from any cause whatsoever, depreciation of any nature which shall also mean diminution in value howsoever arising of the insured property consequent upon its having sustained damage insured against and continuing after the repair of such damage wear and tear and mechanical or electrical breakdown failure or breakage.
2. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
3. 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 any War Damage Insurance and Compensation legislation.
4. Any loss or damage related to or caused by:
  - i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - ii) 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;
  - iii) the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clause (i) or (ii) above.
5. Any claims arising out of any liability assumed by the Insured by agreement, unless such liability would have attached to the Insured in the absence of such agreement.
6. Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission.

The indemnity provided by this Policy shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

### 7. NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and /or to put the public, or any section of the public in fear.

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon/Policy the burden of providing the contrary shall be upon the insured.

## CONDITIONS

### 1. Claims procedure

On the occurrence of any loss or damage the Insured shall as soon as reasonably possible give notice thereof in writing to the Nominated Insurer. The Insured shall give to the Sasria Company all such proofs and information in connection with the claim as may reasonably be required.

### 2. Subrogation

The Insured shall at the request and at the expense of Sasria do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Sasria for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which Sasria shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under the Policy, whether such acts or things shall be or become necessary or required before or after the indemnification by Sasria.

### 3. Contribution

If at the time any claim arises under this Policy there is any other existing insurance covering the same loss or damage Sasria shall not be liable to pay or contribute more than its rateable share of any loss or damage.

### 4. Precautions

The Insured shall take all reasonable steps to safeguard against loss or damage to the Property described in the Schedule to this Policy.

### 5. Transfer

Nothing contained in this Policy shall give any rights against Sasria to any person other than the Insured. Sasria shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

### 6. Arbitration

- a) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine.
- b) Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against Sasria under this Policy.

### 7. Limitation

In no case whatsoever shall Sasria be liable under this Policy after the expiration of 12 months from the happening of the event unless the claim is then the subject of Arbitration, or Court proceedings already instituted.

### 8. Average

If the property insured hereby shall at the commencement of any destruction or damage to such property be of greater value than the total value on risk appearing in the Schedule to this Policy in the case of the Motor Dealer or Fleet Owner then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

### 9. Total loss of property

If any motor car or other vehicle described in the definition of "property" above be treated as a total loss by Sasria then all cover in terms of this Policy shall terminate in respect of such motor car or vehicle from the date of such total loss and no refund of premium shall be payable to the Insured.

**10. Premium**

Notwithstanding that the Period of Insurance stated in the Schedule to this Policy may be less than 12 months the minimum premium payable by the Insured shall be the full annual premium.

**11. Validity**

This Policy shall not be valid unless countersigned by the Nominated Insurer.

**12. Alteration of use of property insured**

Sasria shall not be liable in respect of any loss of or damage to the property if at the time of such loss or damage the property was being used by the Insured or any person acting with the knowledge of the Insured in any manner which would ordinarily have required the property to be insured in a higher rated category than that used for determining the premium shown in the Schedule.

**13. Territorial limitation**

The cover is restricted to property within the Republic of South Africa and if the property is in Namibia temporarily, that is for not more than 60 days.

**14. Cancellation**

This Policy may be cancelled at any time at the request of the Insured but in such cases no refund or pro-rata refund of premium shall become payable.

**15. Fraud**

If the claim be in any respect fraudulent and if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy and if any destruction or damage be occasioned by the wilful act and with any connivance of the Insured, all benefits under this Policy shall be forfeited.

**16. Misrepresentation**

This Policy shall be voidable in the event of any material misrepresentation, misdescription or non-disclosure.

**17. Reporting claims to authorities**

All events which may give rise to a claim in terms of this Policy must be reported to the South African Police as soon as reasonably possible.

**SPECIFIC CONDITION**

If, during the currency of this section, any driver's licence in favour of the insured or their authorised driver is endorsed, suspended or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the company immediately the insured have knowledge of such fact.

**OFFICE:**

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Santam is an authorised financial services provider (FSP 3416), a licensed non-life insurer and controlling company for its group companies.