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GENERAL

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

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

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

General cover

Claims preparation costs

Reasonable costs you incur to provide proof in connection with a claim. Cover is restricted to **R1 000**.

General conditions

1. Term of contract

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

2. Payment of premiums

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

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

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

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

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

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

3. Duty of care

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

4. Limitations and amendments

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

5. Cancellation

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

6. Rights to you only

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

7. Claims

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

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

- You must allow us to enter the building or premises where the loss or damage took place and to take possession of the damaged property covered by this policy to deal with it in a reasonable manner. You are not entitled to abandon any property to us, whether taken possession of by us or not.
- You must supply all information and assistance which we may reasonably require and we have the right to take over the defence or settlement of a claim and conduct it in your name.
- We have the right at any time to relinquish the control of any defence, settlement or proceedings and pay you the full amount of our liability, or any lesser amount for which the claim can be settled, after which we will be discharged from all further liability.

9. Fraudulent or wilful acts

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

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

10. Prescription

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

11. Other insurance

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

12. Rights and remedies (subrogation)

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

13. Annulment of the policy

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

14. Inflation adjustment

The insured amounts for house contents and buildings will be adjusted annually to reasonably keep up with inflation. It is however still your duty to make sure that the property is insured for the full replacement value.

15. Reinstatement of the insured amounts

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

16. Excess

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

17. Jurisdiction

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

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

General exclusions

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

5. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
6. any attempt to perform any act referred to in clause 4 or 5 above;
7. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause A 1, 2, 3, 4, 5 or 6 above.

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

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

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

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

3. Except as regards the Personal Accident section
 - I. this policy does not cover

- loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.
2. the indemnity provided by this policy shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material;

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

This policy does not cover:

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

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

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

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

Special extension to General exclusion 4

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

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

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

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

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

General definition

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

PART I

Property Insurance

HOUSE CONTENTS

Basic cover

1. Contents inside your buildings

Loss of, or damage to contents whilst inside your buildings, caused by an insured peril.

2. Contents outside your buildings

Loss of, or damage to contents whilst outside your buildings, caused by:

- **an insured peril while contents are**
 - inside a building where you or a co-insured reside temporarily;
 - deposited for safe-keeping at any hotel, guest-house, club, bank, safe deposit, or furniture depository registered for the storage of goods;
 - temporarily inside the residential section of any occupied private dwelling/flat;
 - inside the building of a business for the purpose of making up, alteration, renovation, repair, cleaning or dyeing. Theft or attempted theft must be accompanied by burglary;
 - inside a building of any office, business or trade where you or a co-insured are employed. Cover is limited to **RI 000 or 2% of the insured amount for contents** (whichever is the greater) if theft or attempted theft is not accompanied by burglary;
 - on the premises of your private residence, up to **RI 000 or 2% of the insured amount for contents** (whichever is the greater). If you are the tenant of the private residence, your satellite dish installed on the premises, or the buildings, is covered for the full replacement value;
- **fire, lightning or explosion** while contents are being transported or are temporarily in places other than those mentioned above;
- **theft** while contents are in the process of being removed when you permanently change residence, or whilst being transported to or from any bank, safe deposit, or furniture depository registered for the storage of goods;
- **theft** from a vehicle. Cover is not applicable if the vehicle is left unattended and unlocked. Cover is limited to **RI 000**. Property which is insurable under "clothing and personal effects" of All risks are not covered here.

3. Personal effects of guests and domestic employees

Loss of or damage to personal effects of your or a co-insured's guests or full-time domestic employees' whilst inside your buildings and caused by an insured peril. We do not pay for effects covered under another policy. Cover is limited to **RI 000 or 2% of the insured amount for contents** (whichever is

the greater). Theft of personal effects of a full-time domestic employee must be accompanied by burglary.

4. Money

Loss of or damage to your or a co-insured's money whilst inside your private residence and caused by an insured peril. Cover is limited to **RI 000**. Theft of money must be accompanied by burglary.

5. Contents of refrigerators and freezers

Accidental spoiling of the contents of refrigerators or freezers inside your buildings caused by a change in temperature. Cover is limited to **RI 000 or 2% of the insured amount for contents** (whichever is the greater). Spoiling due to intentional power-cut by any authority is not covered. Damage to the refrigerators or freezers is not covered.

6. Mirrors and certain glass

Accidental breakage of mirrors or plate glass tops of furniture and, if not otherwise insured, glass forming part of a stove, oven or other article of furniture belonging to you or a co-insured and which is inside your private residence. Glass of television sets is not covered.

7. Storage costs for contents after damage

Necessary storage costs incurred by you to safeguard your contents after the occurrence of an insured peril. Cover is limited to **RI 000 or 2% of the insured amount for contents** (whichever is the greater).

8. Rent

Rent payable by you and/or reasonable additional expenses for alternative accommodation if your private residence is left uninhabitable as a result of an insured peril. Cover is limited to **20% of the insured amount for contents** and only applies for the period reasonably required to make your private residence habitable again.

9. Fire brigade charges

Reasonable costs charged by any authorised body for extinguishing a fire to prevent or lessen damage to your contents.

10. Medical expenses

Medical expenses, not otherwise covered, up to **R2 000** per person for accidental bodily injury sustained by:

- any person, excluding you or a co-insured or a person in your service, caused directly by your or a co-insured's domestic animal kept on your premises;
- your or a co-insured's guest or visitor, caused directly by a defect in the buildings or premises;
- your or a co-insured's domestic employee which results from and in the course of their service.

11. Compensation for your or your spouse's death

Compensation of **RI 0 000** if you or your spouse die within ninety days due to an injury sustained in your buildings or on your premises through fire or attack by thieves.

12. Trauma treatment

Medical expenses, not otherwise covered, up to **R2 000** for trauma treatment by a psychologist if you or a co-insured need treatment due to theft or fire which occurs in your buildings or on your premises.

13. Veterinary expenses

Veterinary expenses up to **R1 000 or 2% of the insured amount for contents** (whichever is the greater) for injury which your domestic pet sustains in a road accident.

14. Temporary increase of the insured amount

The insured amount for contents will be increased annually by **10%** from 15 December to the 31 January.

15. Guards

Employment of guards up to **R2 000** to protect your contents after the occurrence of an insured peril.

A claim under “basic cover” 3, 4, 5, 6, 7, 10, 11, 12, 13 or 15 will not influence your no-claim bonus.

Optional cover

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

1. Stock-in-trade

Loss of or damage to your or a co-insured’s stock-in-trade, whilst inside your buildings and caused by an insured peril. The stock-in-trade must relate to the home industry described in the schedule and which you or a co-insured run from your premises.

Average is not applicable to this cover.

2. Accidental damage

Loss of, or damage to contents whilst inside your buildings or on your premises, **excluding**:

- loss or damage
 - which is payable under basic cover;
 - due to depreciation or gradual causes such as wear and tear, rust, mildew, corrosion and decay;
 - caused by household pests such as rodents, ants and moths or a cleaning, repairing or restoration process;
 - of or to tools, gardening implements, garden furniture or automatic swimming pool apparatus;
 - of or to portable computer equipment or cellular telephones;
- damage to glass, glassware or other brittle articles due to cracking or scratching, unless caused by theft or attempted theft or fire. Jewellery, cameras or fixed glass of television sets are not excluded;
- the cost of reproduction or repair of data;
- mechanical, electrical or electronic breakdown unless “Mechanical/electrical/electronic breakdown” is stated in the schedule under “accidental damage”.

Average is not applicable to this cover. A claim will not influence your no-claim bonus.

3. Subsidence and landslip

Loss of or damage to contents caused by subsidence or landslip, **excluding** loss or damage following

- faulty design or construction of any building;
- the removal or weakening of supports of any building;
- architectural alterations, additions or repairs;
- excavations above or below ground, except excavations in the course of mining operations.

If required you must prove that the loss or damage being claimed for was caused by subsidence or landslip.

Exclusions

The following are not covered, unless specifically stated otherwise:

1. property more specifically covered;
2. property outside the territorial limits;
3. property, whether it will be processed or not, obtained with the purpose to dispose of it in a business transaction;
4. money, securities for money, deeds, bonds, bills of exchange, promissory notes, cheques, postal and money orders, negotiable and other documents, stamps, manuscripts, rare books, medals and coins;
5. vehicles, water craft, aircraft and other aerial devices and any part, including the tools, spare parts and accessories of all the aforementioned whilst in, on or attached to them. Bicycles which are not mechanically or electrically driven are not excluded;
6. animals;
7. loss, damage or breakage provided for in a guarantee, service contract or purchase, hire, hire-purchase or financing agreement or any other similar agreement;
8. loss or damage caused or aggravated by subsidence or landslip irrespective of it following upon storm, wind, water, hail or snow;
9. loss or damage resulting from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and/or fraud.

Conditions

1. Basis of indemnity

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

2. Limit of indemnity

We pay for a single claim or series of claims, arising from a single occurrence, up to the insured amount for contents or where the amount for basic cover is limited, up to the limited amount. The payment in respect of basic cover 3 to 15 is additional to the insured amount for contents.

3. Average

Should it be established that, at the time of any loss or damage, the amount which is needed to replace all your contents with similar new property is more than the amount for which it is insured, you will be considered as your own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

This condition applies separately to each item in the schedule.

4. Valuable articles

We will not pay more than one third of the amount for which contents are insured in respect of furs, jewels, jewellery, gemstones, watches and articles of platinum, gold or silver.

5. No-claim bonus

If no claims are made during the computation period, you will earn a discount on your premium in accordance with our scale of premiums. If we pay one or more claims during the computation period, the premium will be adjusted in accordance with our scale of premiums at the start of the next computation period.

6. Security measures

If we require burglar bars in front of all windows that can open or we have given a discount for it, and the burglar bars are removed without informing us thereof, theft or burglary cover is not applicable to this section.

If we require security gates in front of all exterior doors or we have given a discount for it, and the security gates are not locked when the residence is left unoccupied, theft or burglary cover will not be applicable to this section.

If we require an alarm system or we have given a discount for it, and the alarm system is not in a working condition or is not set before the buildings are left unattended, theft or burglary cover will not be applicable to this section.

Definitions

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

“contents” - household goods, personal effects (including office and home industry equipment belonging to you or a co-insured in your private capacity) and fixtures and fittings belonging to you or a co-insured or for which you are responsible. Fixtures and fittings belonging to the owner of the buildings are excluded.

“private residence” - the building of your private dwelling house/flat of which the construction and situation is stated in the schedule.

“outbuildings” - domestic rooms, private garages and private outbuildings on the same premises as your private residence and which are used in relation to your private residence, but not directly communicating with the private residence.

“buildings” - your private residence and outbuildings.

“premises” - the premises on which your private residence is situated.

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

“burglary” - breaking into or out of a building by actual, visible and forcible means.

“insured perils” -

- fire, lightning, explosion;
- storm, wind, water, hail or snow, excluding loss or damage:
 - caused by a process which necessitates the use or application of water;
 - to property in a structure which is not completely roofed;
 - caused by wear and tear or gradual deterioration;
- earthquake;
- falling trees or impact with your buildings by vehicles, animals, aircraft and other aerial devices or anything that falls from them;
- collapse or breakage of aerial systems (including satellite dishes);
- theft or attempted theft
 - Theft or attempted theft while your buildings or a part thereof are lent, let or sub-let must be accompanied by burglary. The accommodation of paying guests, boarders or lodgers (up to three people) shall not be deemed to be the lending, letting or sub-letting of your buildings;
 - Theft from outbuildings not accompanied by burglary is limited to **R1 000 or 2% of the insured amount for contents** (whichever is the greater);
- leakage of oil from oil heaters;
- malicious damage.

ALL RISKS

Optional cover

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

1. Clothing and personal effects

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

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

2. Personal documents, coin or stamp collections

- Loss of or damage to personal documents, among other things personal deeds, wills, agreements, maps, plans, records, books, letters and certificates. Share certificates and other negotiable documents are not covered. We cover the personal documents only in respect of the value of the materials and the cost of labour to replace the documents.
- Loss of or damage to coin or stamp collections. We will not pay more than the value of a single coin or stamp or a single set of coins or stamps which are lost or damaged. The value will be ascertained by means of the current catalogue or price list.

3. Transport of groceries and household goods

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

4. Keys, locks and remote control units

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

5. Wheelchairs

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

6. Bicycles

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

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

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

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

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

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

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

10. Items in a bank vault

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

11. Specified articles

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

Exclusions

The following are not covered unless specifically stated otherwise:

- loss or damage:
 - due to theft of clothing from a washing line on the premises of your private residence;
 - due to depreciation or gradual causes such as wear and tear, rust, mildew, corrosion or decay;
 - caused by household pests such as rodents, ants or moths or a cleaning, repairing or restoration process;
 - due to mechanical, electrical or electronic breakdown;
 - resulting from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and/or fraud;
- loss, damage or breakage for which provision is made in a guarantee, service contract or purchase, hire, hire-purchase or financing agreement or any other similar agreement;
- damage to glass, glassware or other brittle articles due to cracking, scratching or breakage unless caused by theft or attempt thereof or fire. Jewellery, cameras or fixed glass of television sets are not excluded;
- property, irrespective of whether it will be processed, which is obtained with the purpose of being disposed of in a business transaction;
- vehicles, including gardening equipment controlled by a driver, water craft, aircraft and other aerial devices and any

part, including the tools, spare parts and accessories of all the aforementioned whilst in, on or attached to it;

6. theft from an unattended vehicle which is not locked.

Conditions

1. Basis of indemnity

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

2. Pairs or sets

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

Definition

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

BUILDINGS

Basic cover

1. Buildings

Loss of or damage to buildings caused by an insured peril.

2. Additional costs

Costs necessarily incurred relating to a valid claim, for demolition and clearing, erection of hoardings, municipal plan scrutiny, architects, quantity surveyors and consulting engineers.

3. Fire brigade charges

Reasonable costs charged by an authorised body for extinguishing a fire to prevent or lessen damage to your buildings.

4. Loss of rent

Loss of rent if the building of your private residence is uninhabitable due to damage caused by an insured peril. Cover is limited to **20% of the insured amount for buildings** and only applies for the period reasonably required to make the building of your private residence habitable.

The calculation of our liability is based on the actual rent you receive for your buildings at the time of the loss or damage or the value of rent if you occupy the buildings yourself. If basic cover 8 (Rent) of the section house contents applies to the same occurrence, we will indemnify you under one of the relevant sections only.

5. Public supply or mains connections

Accidental damage to water, sewerage, gas, electricity and telephone connections between the public supply and your buildings. The connections must either be your property or your legal responsibility.

6. Glass and sanitary ware

Accidental breakage of glass, mirrors and sanitary ware, provided it is fixed to the buildings. The buildings must be furnished and occupied at the time of the breakage. Chipping, scratching and disfiguration are not covered.

7. Guards

The cost of guards up to **R2 000** to protect your buildings after the occurrence of an insured peril.

8. Damage to gardens

Damage to trees, shrubs, plants and sprinkle irrigation systems on your premises due to fire or explosion or any person responding to a fire at your residence or by a vehicle or aircraft. Cover is limited to **R5 000**.

Optional cover

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

1. Accidental damage to machinery

Sudden and unexpected damage to machinery of swimming pools, jacuzzis, boreholes (excluding windmills), sprinkle irrigation

systems, electric gates and garage doors. Borehole machinery must be used for the sole purpose of supplying water for domestic use. The machinery must be installed on the premises of your private residence.

2. Subsidence and landslip

Loss of or damage to buildings caused by subsidence or landslip, **excluding:**

- loss of or damage to drains, water courses, boundary walls, garden walls, retaining walls, gate posts, gates and fences;
- loss or damage following upon
 - faulty design or construction of any building;
 - the removal or weakening of support to any building
 - structural alterations, additions or repairs;
 - surface or subterranean excavations other than in the course of mining operations

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

Exclusion

The following are not covered unless specifically stated otherwise:

Loss or damage caused or aggravated by subsidence or landslip, irrespective of it following upon storm, wind, water, hail, snow or the bursting of water tanks, apparatus or pipes.

Conditions

1. Basis of indemnity

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

2. Limit of indemnity

We pay for a single claim or series of claims, arising from a single occurrence, up to the insured amount of the building or where the amount for basic cover is limited, up to the limited amount. The payment in respect of basic cover 2 to 7 is additional to the insured amount for the building.

3. Average

Should it be established that, at the time of any loss or damage, the amount which is needed to replace all your buildings with similar new buildings is more than the amount for which it is insured, you will be considered as your own insurer for the difference and shall bear a proportional share of the loss or damage accordingly.

This condition applies separately to each item in the schedule.

4. Tenants

If a tenant of your buildings does something or omits to do something without your knowledge, which is in contradiction to a condition, term or exclusion of this policy, your cover will not be

invalidated. You must advise us of the act or omission as soon as you become aware of it.

5. Interests of the mortgagee

The interests of the mortgagee have priority over your interests, but are limited to the outstanding amount of the bond. These interests will not be invalidated by any act or omission of the mortgagor or owner of the buildings, provided that the act or omission takes place without the knowledge of the mortgagee.

Definitions

“buildings” - the building of your private residence, constructed and situated as stated in the schedule and all private outbuildings, tennis courts, swimming pools (excluding movable swimming pools), swimming pool machinery, borehole machinery supplying water solely for domestic purpose, satellite dishes, boundary and other walls, gate posts, gates (including the machinery thereof), fences (excluding hedges), paved and surfaced areas (including driveways) of brick, concrete, asphalt or stone (excluding gravel), the fixtures and fittings belonging to the owner whilst in or on the private residence, outbuildings, boundary and other walls, gate posts, gates, tennis courts or swimming pools.

“burglary” - the breaking into or out of a building by actual, visible and forcible means.

“insured perils” -

- fire, lightning, explosion;
- storm, wind, water, hail or snow, excluding loss or damage:
 - caused by a process which necessitates the use or application of water;
 - caused by wear and tear or gradual deterioration;
- earthquake;
- bursting of water tanks, apparatus or pipes (including the damage to it);
- accidental leakage of oil from oil heaters;
- falling trees or impact by vehicles, animals, aircraft and other aerial devices or anything that falls from them;
- collapse or breakage of aerial systems (including the damage to them);
- theft or attempted theft

Whilst your buildings are left unoccupied or your buildings or part thereof are lent, let or sub-let, theft or attempted theft must be accompanied by burglary. The accommodation of paying guests, boarders or lodgers up to three people shall not be deemed as lending, letting or sub-letting of the buildings;

- burglary or attempted burglary;
- malicious damage.

VEHICLES

Basic cover

1. Type of cover

• Comprehensive

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

• Limited (Fire and theft)

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

• Theft excluded

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

2. Safeguarding, emergency repairs and delivery

- The **reasonable costs** to safeguard and remove the vehicle to the closest repairer, if the vehicle is out of order, due to loss or damage covered under this section.
- Emergency repairs of up to **R1 000** for the vehicle. There is no limit for emergency repairs to the window glass.

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

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

3. Tow-in cost and safeguarding after mechanical breakdown

Removal to safeguard the vehicle, up to **R500** if the vehicle has a mechanical or electrical breakdown.

This cover is limited to a single event during a computation period.

4. Medical expenses

Medical expenses, up to **R2 000**, for accidental bodily injury to any person in the vehicle, which is a motor car or a light delivery vehicle and which injury occurs or arises in connection with the vehicle. If the vehicle is a light delivery vehicle, only the medical expenses of a person inside the driver's cabin are covered.

5. Trauma treatment

Medical expenses, **not covered elsewhere**, up to **R2 000** per event, for trauma treatment by a psychologist, if you, your spouse or your natural, legally adopted or step-children need treatment after hi-jacking or attempted hi-jacking of the vehicle.

6. Emergency accommodation

Emergency accommodation for you and any passenger travelling with you, up to **R250** per person, but not exceeding **R1 000**

per event. The cover is valid for one night away from your home, should you be unable to complete your journey, due to loss of or damage to the vehicle. The loss or damage must be covered under this section. **We do not cover emergency accommodation resulting from mechanical or electrical breakdown.**

7. Replacement of a new vehicle

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

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

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

8. Emergency costs

Emergency costs relating to a valid claim and which is recovered from you by any public authority. Cover is limited to **R1 000**.

A claim under "basic cover" 3, 4, 5 and 6 will not influence your no-claim bonus and the compulsory excess is not applicable in respect of these covers.

Optional cover

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

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

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

2. Difference between market value and hire purchase

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

3. Contents of caravans

Loss of or damage to the contents of the caravan, whilst these contents are kept in the caravan or its side-tent, **excluding:**

- fixtures and fittings;
- loss of or damage to tools or goods and samples relating to a business, trade or occupation;

- damage to glass, glassware or other brittle articles due to cracking, scratching or breakage, unless caused by the caravan being in an accident.

4. Tools, spare parts and travel accessories

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

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

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

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

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

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

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

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

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

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

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

A claim under “optional cover” 1, 3 and 4 will not influence your no-claim bonus.

Exclusions

The following are not covered:

1. mechanical or electrical breakdown; depreciation; gradual causes such as wear and tear, rust, mildew, corrosion or decay;
2. damage to tyres caused by the application of brakes, or road punctures, cuts or bursts;

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

Conditions

I. Use

• Private

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

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

• Business

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

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

- **Farming**

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

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

2. Limit of indemnity

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

3. Unavailable parts

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

4. Interest of a title holder

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

5. Further damage after an accident

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

6. No-claim bonus

If no claims are made during the computation period you will earn a discount on your premium in accordance with our scale of premiums. If we pay one or more claims during the computation period, the premium will be adjusted in accordance with our scale of premiums at the start of the next computation period.

7. Security measures

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

thereon, as well as other additional accessories and parts of the vehicle while fitted thereto.

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

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

“trailer” - a vehicle (excluding a caravan) which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.

“caravan” - a caravan which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.

“motor cycle” - a motor cycle, scooter, auto cycle or a power-driven/assisted pedal cycle.

“driver’s license” - a valid driver’s license in compliance with legislation of the specific region where the vehicle is used at the time of any loss or damage. A person who is learning to drive must comply with legislation concerning learner drivers.

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

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

Definitions

“vehicle” - any car, light delivery vehicle, trailer, caravan or motor cycle described in the schedule, including the standard issued tools, accessories and spare parts, whilst therein or

WATER CRAFT

Basic cover

1. Comprehensive

Loss of or damage to the water craft.

2. Safeguarding and delivery

- The **reasonable costs** to store, safeguard and remove the water craft to the nearest repairer, if the water craft is not in working order, due to loss or damage covered under this section.
- The **reasonable costs** to deliver the water craft to you in the Republic of South Africa, Namibia, Lesotho, Botswana and Swaziland, after repair of damage, or loss, covered under this section.

3. Inspection of the hull after stranding, sinking or collision

Reasonable costs incurred to inspect the hull of the water craft for damage due to stranding, sinking or collision of the craft.

4. Costs to prevent a loss

Reasonable costs incurred to prevent or lessen damage or loss covered under this section.

5. Medical expenses

Medical expenses, up to **R2 000**, for accidental bodily injury to any person inside or on the water craft, caused by the sinking or collision of the water craft with any object, **except water.**

The compulsory excess is not applicable in respect of “basic cover” 3, 4 and 5.

Optional cover

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

1. Outboard motors

Loss of or damage to an outboard motor described in the schedule.

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

Loss of or damage to the water craft's fixtures and fittings described in the schedule. Exclusion 9 will not apply to items described in the schedule.

Exclusions

The following are not covered:

1. theft or attempted theft:
 - 1.1. not accompanied by actual, visible and forcible means, of fixtures, fittings, equipment and outboard motors of the water craft, out of
 - an unattended transport vehicle, including a water craft;

- domestic outbuildings, not communicating directly with any private residence;
 - any other storage place;
- 1.2. of the outboard motors fitted to the craft, which are not securely bolted to it;
 2. outboard motors of the water craft dropping off or falling overboard, while not securely chained or bolted to the water craft;
 3. mechanical or electrical breakdown; gradual causes such as wear and tear, rust, mildew, corrosion or decay;
 4. loss or damage caused by moths or vermin;
 5. loss of or damage to sails and hoardings torn by wind or blown away whilst hoisted;
 6. damage due to scratching, bruising or denting arising during transit, or loading, or off-loading;
 7. damage to the water craft caused by or attributable to the water craft not being seaworthy;
 8. loss of or damage to the water craft which arises:
 - 8.1. outside the Republic of South Africa or outside a 20 kilometre range from the shores of the Republic of South Africa;
 - 8.2. if the water craft is used for any purpose other than according to the condition of use;
 - 8.3. from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and/or fraud;
 9. boating-clothing or crew's clothes and other personal effects; diving and fishing gear (including nets); water-skis, ski ropes and other sports equipment; food, fuel and other supplies; life belts and medical kit; binoculars, sextants, nautical books, nautical maps and other similar navigational equipment; radar, fish-finders, radios, televisions and other similar electronic equipment.

Conditions

1. Use

The water craft may be used for social, domestic and pleasure purposes.

Use for the following is excluded - racing, speed or other contests, competitions or tests (including regattas), or trials in connection therewith; use in connection with any business, trade or occupation.

2. Basis of indemnity

If the **water craft is less than 5 years old** - the basis for calculating indemnity is the cost to replace the water craft or part of it with similar new property. This basis does not apply for sails, hoardings, erected tackle, outboard motors, inboard motors and batteries. For these items the basis of indemnity will be the cost to replace the items up to the reasonable market value thereof.

If the **water craft is older than 5 years** - the basis for calculating indemnity is the cost to replace the water craft or part of it up to the reasonable market value thereof.

3. Limit of indemnity

The maximum amount we pay for loss of or damage to the water craft is the insured amount thereof.

4. Average

If the **water craft is less than 5 years old** and it is established that, at the time of any loss or damage, the amount needed to replace the water craft - excluding sails, hoardings, erected tackle, outboard motors, inboard motors and batteries - with similar new property, exceeds the amount for which it is insured, you will be considered as your own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

If the **water craft is older than 5 years** and it is established that, at the time of any loss or damage, the amount needed to replace the water craft with similar property, exceeds the amount for which it is insured, you will be considered as your own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

This condition applies separately to each item in the schedule.

5. Unavailable parts

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

6. Interest of a titleholder

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

Definition

“water craft”- the hull (with a length not exceeding 6 metres), inboard motors, rudder, propeller, hoardings, moorings, sails, spars, masts, rigging, fixtures, fittings and equipment of any water craft described in the schedule.

PART 2

Liability and legal aid insurance

PERSONAL LEGAL LIABILITY

Basic cover

1. Personal legal liability

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

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

2. Liability for wrongful arrest

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

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

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

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

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

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

Cover is limited to **R2 000**.

4. Hole-in-one or full-house

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

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

5. Liability to domestic employees

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

- accidental death of, or bodily injury to your or a co-insured's domestic employee, which arises from and in the course of his or her service, during the computation period;
- legal costs and expenses
 - which a claimant can recover from you or a co-insured, in respect of a valid claim under this section;
 - which you or a co-insured incur with our written consent.

6. Tenant's liability

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

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

which happens or arises during the computation period.

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

7. Security companies

General exclusion 1.3 is not applicable to any liability which is assumed in terms of a written contract with any entity which provides security or armed response services in respect of property covered under "House contents" and "Buildings".

Exclusions

The following are not covered, unless specifically stated otherwise:

1. legal costs and expenses incurred after the date that we paid or offered to pay either the full amount of a claim, or a lesser amount for which a claim can be settled, or the maximum amount for which we are liable for a claim;
2. liability due to accidental death of, or bodily injury to, or illness of you or a co-insured and any person in your or a co-insured's service, if the liability arises from their service;
3. liability due to accidental loss of, or damage to property, belonging to, or rented or lent to, or kept in trust by, or under the charge or control of, or in the custody of you or a co-insured, or any person in your service;

4. liability relating to:
 - 4.1. the exercise of any business, trade or occupation;
 - 4.2. the possession, ownership, occupation or use of land, buildings or structures, other than
 - land forming part of the premises of your private residence, of which the situation is stated in the schedule under "house contents";
 - buildings or structures, of which the situation is stated in the schedule under "buildings";
 - 4.3. building activities such as alterations, additions or renovations to the buildings, of which the situation is stated in the schedule under "buildings";
 - 4.4. vibration or the removal or weakening of, or interference with support to land, buildings or other property;
 - 4.5. the ownership, possession, use or handling of vehicles (including trailers and caravans, but not bicycles not assisted mechanically or electrically), water craft, air craft or other aerial devices, firearms, air guns or any animals (other than dogs and cats);
5. liability for fines, penalties or punitive damages;
6. liability arising from a gradual cause which does not result from sudden and identifiable occurrence;
7. liability of a co-insured or legal representative should they not comply with the terms of the policy.

Condition

Limit of indemnity

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

Definition

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

VEHICLE LIABILITY

Basic cover

1. Liability to third parties

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

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

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

We are not liable if the other person:

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

3. Liability if you drive or use any other vehicle

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

Damage to the other vehicle is not covered.

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

- a motor cycle and the insured vehicle is a motor cycle;
- a trailer and the insured vehicle is a trailer;
- a caravan and the insured vehicle is a caravan;
- a car and the insured vehicle is a car or light delivery vehicle;
- a light delivery vehicle and the insured vehicle is a light delivery vehicle or a car.

4. Passenger liability in respect of motor cycles and light delivery vehicles

Legal liability for amounts which you must pay as compensation, due to accidental death of or injury to a person who at the time of the event is transported on an insured motorcycle. Cover is limited to **R100 000**.

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

Exclusions

The following are not covered, unless specifically stated otherwise:

1. legal costs and expenses incurred after the date that we paid or offered to pay either the full amount of a claim, or a lesser amount for which a claim can be settled, or the maximum amount for which we are liable for a claim;
2. liability due to accidental death of, or bodily injury to, or illness of yourself or a member of your household or family, or any person in your or their service, if the liability arises from the service;
3. liability due to accidental loss of, or damage to property;
 - 3.1. belonging to, or kept in trust by, or under the charge or control of, or in the custody of yourself, a member of your household or family or any person in your service;
 - 3.2. transported by the insured vehicle or other vehicle, or loaded onto or off it;
4. liability due to accidental death, injury or damage in connection with any tool or plant forming part of, or attached to or used in connection with the insured vehicle or other vehicle, or anything manufactured by or contained in the tool or plant. This exclusion does not apply when the vehicle is used with the intention of repairing or maintaining it;
5. liability due to accidental death of or bodily injury to a person, who at the time of the occurrence is carried in or on a caravan, trailer, motor cycle or light delivery vehicle (except whilst in the driver's cabin);
6. the part of any compensation which is provided for by legislation on compulsory motor vehicle accident insurance valid in the territorial limits;
7. liability due to accidental loss of or damage to other vehicles being towed;
8. liability due to accidental death of or injury to any person carried in or on an insured vehicle or other vehicle being towed;
9. costs, expenses or liability which arise:
 - 9.1. outside the territorial limits, unless the insured vehicle is transported by sea between ports within the territorial limits;
 - 9.2. if the insured or other vehicle is used for any purpose other than according to the relevant condition of use;
 - 9.3. while you drive or tow the insured or other vehicle under the influence of intoxicating liquor or drugs, or your blood alcohol concentration exceeds the legal limit;

- 9.4. while any other person drives or tows the insured or other vehicle with your expressed or implied permission, and who is under the influence of intoxicating liquor or drugs;
- 9.5. while you or any other person drives or tows the insured or other vehicle with your expressed or implied permission, without a driver's license, irrespective of where the vehicle is being driven or towed.

Conditions

1. Use

• Private

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

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

• Business

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

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

• Farming

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

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

2. Limit of indemnity

We will pay for a single claim or series of claims arising from a single occurrence or all occurrences which happen during any

single computation period, up to the amount stated in the schedule.

3. Representation/defence

We are entitled to arrange for:

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

which may be the subject of indemnity under this section.

4. No-claim bonus

If no claims are made during the computation period you will earn a discount on your premium in accordance with our scale of premiums. If we pay one or more claims during the computation period, the premium will be adjusted in accordance with our scale of premiums at the start of the next computation period.

Definitions

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

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

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

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

“trailer” - a vehicle (excluding a caravan) which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.

“caravan” - a caravan which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.

“motor cycle” - a motor cycle, scooter, auto cycle or a power-driven/assisted pedal cycle.

“occurrence” - an occurrence which leads to:

- accidental death of, or bodily injury to, or illness of a person;
- accidental physical loss of, or damage to tangible property;

- legal costs and expenses
 - which a claimant can recover in connection with a valid claim under this section;
 - incurred with our written consent.

“driver’s license” - a valid driver’s license in compliance with legislation of the specific region where the vehicle is used at the time of any loss or damage. A person who is learning to drive must comply with legislation concerning learner drivers.

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

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

WATER CRAFT LIABILITY

Basic cover

1. Liability to third parties

Legal liability for amounts which you must pay as compensation, due to an occurrence which happens or arises in connection with the water craft.

2. Liability of water-skiers or parasailors

Legal liability for amounts which a water-skier or parasailor must pay as compensation, due to an occurrence which happens or arises while the water-skier or parasailor is being towed by the water craft.

We are not liable:

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

3. Liability if another person navigates your water craft

Legal liability for amounts which another person must pay as compensation, due to an occurrence which happens or arises in connection with the water craft, whilst the other person navigates the water craft.

We are not liable if the other person:

- navigates the water craft without your expressed or implied permission;
- is entitled to indemnity under another policy;
- does not comply with the terms of this policy;
- was refused any insurance for a sailboat, motorboat or small water craft or continuance thereof by an insurer.

4. Costs for lifting out, removal or destruction

Costs incurred, with our written consent, for lifting out, removal or destruction of the wreckage of the water craft.

Exclusions

The following are not covered:

1. legal costs and expenses incurred after the date that we paid or offered to pay either the full amount of a claim, or a lesser amount for which a claim can be settled, or the maximum amount for which we are liable for a claim;
2. liability, costs or expenses:
 - 2.1. due to advice or treatment given or supplied by you or a person acting on your behalf;
 - 2.2. which arise during the transport of the water craft by road;
 - 2.3. due to an occurrence outside the Republic of South Africa or outside a 20 kilometre range from the shores of the Republic of South Africa;
 - 2.4. which arise if the water craft is used for any purpose other than according to the condition of use;
3. liability due to accidental death of, or bodily injury to, or illness of you or a member of your household or family, or a person who pays fare whilst in or on the water craft, or any person in your service, if the liability arises from the service;
4. liability due to accidental loss of, or damage to property:
 - 4.1. belonging to, or kept in trust by, or under the charge or control of, or in the custody of you, a member of your household or family, or any person in your service;
 - 4.2. being transported, or to be transported in or on the water craft.

Conditions

1. Use

The water craft may be used for social, domestic and pleasure purposes.

Use for the following is excluded - racing, speed or other contests, competitions or tests (including regattas), or trials in connection therewith; use in connection with any business, trade or occupation.

2. Limit of indemnity

We will pay for a single claim or series of claims arising from a single occurrence or series of occurrences, up to the amount stated in the schedule.

Definitions

“water craft” - the hull (with a length not exceeding 6 metres), inboard motors, outboard motors of which the details are stated in the schedule of water crafts, rudder, propeller, hoardings, moorings, sails, spars, masts, rigging, fixtures, fittings and equipment of any water craft described in the schedule.

“occurrence” - an occurrence which leads to:

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

EXTENDED PERSONAL LEGAL LIABILITY

Basic cover

Personal legal liability

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

- any occurrence
 - in respect of which liability is not covered by an underlying policy,
 - in respect of which the limit of liability, including legal costs and expenses, of the underlying policy is exceeded, which for the purpose of this section is deemed to be a minimum of **R500 000**, but **R1 000 000** in respect of vehicle or water craft liability, which happens during the computation period, anywhere in the world;
- legal costs and expenses
 - which a claimant can recover from you or a co-insured, in respect of a valid claim under this section;
 - which you or a co-insured incur with our written consent.

Exclusions

The following are not covered:

1. liability in connection with:
 - 1.1. any judgement, award, payment or settlement made within a country which operates under the laws of the United States of America or Canada or is subject to any order which is made anywhere in the world to enforce such judgement, award, payment or settlement or part thereof;
 - 1.2. the pursuing of any business, trade or occupation;
 - 1.3. your hiring out of property or any part thereof;
 - 1.4. your or a co-insured's reckless disregard of the possible consequences of your acts or omissions;
 - 1.5. loss of or damage to property to the extent that such liability is indemnifiable under any other insurance policy;
 - 1.6. the ownership, possession, use or handling of any aircraft other than model aircraft or hang-gliders;
 - 1.7. a sale or exchange transaction of any property;
 - 1.8. HIV (Human Immunodeficiency Virus) or any related illness, including AIDS (Acquired Immune Deficiency Syndrome) or any mutant derivative or variation of it;
 - 1.9. vehicle or water craft liability, unless the liability is indemnified by any underlying policy or the liability is excluded by the underlying policy due to any territorial limits;
 - 1.10. water craft liability if the total length of the water craft exceeds 10,5 metres;

- 1.1.1. loss of or damage to any self-propelled land vehicle, trailer, caravan, water craft or aircraft under your or a co-insured's care, custody or control;
- 1.1.2. a dishonest, fraudulent or malicious act, or acts of physical assault or seduction committed by you or a co-insured;
- 1.1.3. the payment of any fine, penalty or multiple, punitive or exemplary damages;
- 1.1.4. any debt;
- 1.1.5. the failure to pay maintenance or alimony or any amounts following a breach or promise;
- 1.1.6. the purchase, sale, barter or exchange of property, or your or a co-insured's failure to comply with obligations in relation thereto;
2. the first R5 000 of every claim in respect of property hired, leased or borrowed by you or a co-insured;
3. the first R2 000 of every claim due to the suspension or termination of the employment of any domestic servant;
4. liability:
 - 4.1. of one insured party to another insured party covered under this section or who was covered when the occurrence took place;
 - 4.2. which is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which
 - you or a co-insured is compelled to effect insurance or to furnish security;
 - the state or other governmental body or authority has accepted responsibility.

Conditions

1. Underlying insurance policy

Indemnity is subject thereto that at the time of the occurrence, underlying insurance is in force which provides the kind of cover for which you are claiming under this section and on condition that you or a co-insured have not broken any of the conditions of the underlying policy.

If indemnity bears reference to an occurrence in respect of which the limit of liability, including legal costs and expenses, of the underlying policy is exceeded, the underlying insurer must have paid the full amount of indemnity or undertaken to pay it.

2. Limit of indemnity

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

Definitions

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

“underlying insurance” - an existing insurance policy in force with:

- a registered South African insurer (underlying insurer) which covers personal liability, property owners' liability, tenants' liability, motor liability or water craft liability;
- any insurer (underlying insurer) in the world which covers motor liability, water craft liability or property owners' liability in respect of any motor vehicle you hired, leased or own, or in respect of any water craft or property owned by you, outside the Republic of South Africa or Namibia.

LEGAL ACCESS

Basic cover

Legal costs and expenses incurred in connection with the following occurrences:

- an occurrence which leads to a civil legal action instituted by or against you in your private capacity.
- an occurrence which leads to your defence against a criminal charge.
- an occurrence which leads to a legal action by or against you in a labour court.
- a legal action in connection with family matters, for example, divorce action, child custody disputes, maintenance suits and access to children.

Legal costs and expenses will be taxed in accordance with our fixed rate applicable.

The pursuance of legal action in connection with any occurrences under basic cover must take place with our written consent. If this does not happen we may repudiate your claim.

Exclusions

The following are not covered:

1. legal costs and expenses in respect of an occurrence which is in connection with the following:
 - 1.1. your business or occupation; professional sports; copyrights, patent rights or other similar rights;
 - 1.2. the use of a power-driven vehicle, water-craft or aircraft for racing;
 - 1.3. a wrongful act which endangers the safety of the state, or which is aimed at overthrowing the government;
 - 1.4. indemnity which is in conflict with any act of parliament;
 - 1.5. a wrongful act or omission where violence, dishonesty or immorality is an element. We may however, at our discretion, determine the merits of the case and decide to pay the legal costs and expenses;
 - 1.6. a civil legal action contemplated or instituted between parties (insured, spouse and children) covered under this section. This exclusion is not applicable to family matters;
 - 1.7. an action involving us;
 - 1.8. your vehicle which is involved in an accident and at the time of the accident
 - 1.8.1. is driven by you while you are under the influence of intoxicating liquor or drugs, or your blood alcohol concentration is more than the legal limit, or you are not in possession of a valid driver's licence to drive your vehicle;

1.8.2. is driven by a person with your express or implied permission, but who is not in possession of a valid driver's licence to drive your vehicle;

1.8.3. does not have a valid motor vehicle licence;

1.8.4. is not in a roadworthy condition.;

1.9. a traffic offence for which an admission of guilt fine has been determined;

1.10. the recovery or payment of any excess in respect of motor vehicle insurance.

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

3. legal costs and expenses if:

3.1. the legal action is continued or defended in a way which differs from the advice of the attorney or advocate who represents you;

3.2. you do not give timely, proper instructions and complete information to your attorney or advocate.

Conditions

1. Limit of indemnity

We pay for a single claim or series of claims, arising from a single occurrence, no more than the amount stated in the schedule.

2. Bills of costs

All bills of cost must be submitted to us for approval prior to taxation and we may oppose the taxation.

3. Recovery

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

4. Waiting periods

Certain occurrences are only covered after a waiting period has elapsed. The waiting period is set out in the schedule.

5. Family matters

In the event of you claiming legal costs and expenses for a legal action in connection with family matters, you may not do so again until a period of 12 consecutive months has elapsed from the date on which a settlement for the legal action had been agreed between the parties involved, or an award has been made by the court.

Definitions

“you” - the insured named in the schedule, the insured's spouse and their children.

“children” - natural, legally adopted or step-children under the age of 21 years, as well as children over the age of 21 years who are mentally or physically disabled and totally dependent on the insured or spouse and live with the insured. Children who are dependent on the insured or spouse and who study full-time are included up to the age of 25 years. Married children are not included.

“legal costs and expenses” - legal costs and expenses, taxed in accordance with the rate applicable, incurred by an attorney who is appointed to represent you.

PART 3

Family Protection Plan PERSONAL ACCIDENT

Basic cover

Death/permanent disablement

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

Exclusions

The following are not covered:

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

Compensation scale

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

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

Description of permanent disablement	Percentage
Loss by physical separation at or above the wrist or ankle of one or more limbs	100%
Loss of four fingers of one hand	70%
Loss of thumb	
- both phalanges	25%
- one phalanx	10%
Loss of index finger	
- three phalanges	10%
- two phalanges	8%
- one phalanx	4%
Loss of middle finger	
- three phalanges	6%
- two phalanges	4%
- one phalanx	2%
Loss of ring finger	
- three phalanges	5%
- two phalanges	4%
- one phalanx	2%
Loss of little finger	
- three phalanges	4%
- two phalanges	3%
- one phalanx	2%
Loss of metacarpals	
- first or second (additional)	3%
- third, fourth or fifth (additional)	2%
Loss of toes	
- all of one foot	30%
- great (both phalanges)	15%
- great (one phalanx)	2%
other than great, if more than one toe lost, each	1%
Loss of hearing	
- both ears	80%
- one ear	25%
Total and irreparable loss of sight in one or both eyes	100%
Loss of	
- sight, except perception of light	75%
- lens of eye	75%
Total paralysis, or total disablement from ever pursuing the occupation or doing the normal work you have been trained for or have knowledge of, or being permanently bedridden	100%

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

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

Conditions

1. Maximum compensation payable

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

2. Other insurance

This section is not subject to General condition 11 (other insurance).

3. Medical examinations

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

4. Medical advice

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

5. Compensation in the event of your death

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

Definitions

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

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

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

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

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

DEATH BENEFIT PLAN

This death benefit plan is underwritten by Rentmeester Insurers Limited (Rentmeester). All claims as well as enquiries in connection with your cover are handled by Rentmeester. Simply dial (012) 841 6088/16/72.

Basic cover

1. Death

- Compensation for your death resulting from an unnatural cause (accident).
- Compensation for your death resulting from a natural cause. This cover will only come into effect after the waiting period stated in the schedule has elapsed and all premiums during the waiting period have been paid. If all premiums during the waiting period have not been paid, the cover will only commence after the corresponding amount of premiums required for the waiting period have been paid. Premiums are not payable retrospectively.

The compensation is stated in the schedule.

2. Fully-paid cover (family cover only)

If your name in the schedule is extended with "and family" and you become entitled to compensation under basic cover 1, cover for your spouse and children will be continued free of charge.

3. Continuation of cover

You are entitled to continue this death benefit plan after the termination of your Santam policy. You must contact Rentmeester within 60 days of the termination to continue your cover, as already approved.

Exclusions

The following are not covered:

death due to:

1. suicide or attempted suicide during the first 24 months for which you enjoy cover under this section, irrespective of whether you were insane or lawfully incapable of guilt at the time of the suicide or attempted suicide;
2. HIV (Human Immunodeficiency Virus) or any related illness, including AIDS (Acquired Immune Deficiency Syndrome) or any mutant derivative or variation of it, unless you can prove that the HIV or AIDS was contracted
 - 2.1. through the acquisition of blood products, blood transfusions or tissue transplants;
 - 2.2. during the execution of your medical duties while you were registered at the South African Medical and Dental Council;
 - 2.3. during the execution of your duties which require that you assist infected persons while you are a member of the South African Police Service, Fire

brigade service, National defence force, Correctional services or a recognised medical body.

Conditions

1. Claims procedure

- You can choose between a funeral service or a cash payment, but Rentmeester will not pay more than the compensation stated in the schedule next to your name.
- This death benefit plan guarantees to pay the compensation within two working days after receipt by Rentmeester of the following, if required:
 - death certificate or a certified copy thereof;
 - certified proof of age;
 - certified copy of identity document;
 - certified copy of your marriage certificate;
 - certificate which proves that the dependent child who was between the ages of 21 years and 25 years, was a full time student at an educational institution. The certificate must be signed by the head of the educational institution;
 - declaration of a medical practitioner in which is stated the nature of the disability if the dependent child over the age of 21 years was mentally or physically disabled.

2. General conditions which apply to this death benefit plan

The following general conditions contained in the Santam policy also apply to this death benefit plan : 1 - Term of contract, 2 - Payment of premiums, 4 - Limitations and amendments, 5 - Cancellation, 13 - Annulment of the policy and 17 - Jurisdiction. Where the word "we" or "us" is used in the abovementioned general conditions it will be considered to read "Rentmeester" for the purposes of this death benefit plan.

Definitions

"you" - any person who is named in the schedule of this section, under the heading "insured persons". If the name is extended with "and family" the person's spouse and children are also included.

"children" - natural, legally adopted or step-children under the age of 21 years, as well as children over the age of 21 years who are mentally or physically disabled and totally dependent on you and live with you. Children who are dependent on you and who study full time are included up to the age of 25 years. Your married children are not included.

HOSPITAL BENEFIT PLAN

Basic cover

1. Hospitalisation benefit

Compensation of the daily benefit for hospitalisation due to an insured occurrence.

We will pay the daily benefit for every day which you are hospitalised at 24:00 hours, up to a maximum of 730 consecutive days. If you are hospitalised more than once due to the same insured occurrence, it will be seen as one hospitalisation unless a period of twelve consecutive months has elapsed between hospitalisations.

2. Bonus recovery benefit

Compensation of 50% of the daily benefit while you recover after hospitalisation which is covered under basic cover 1. We will pay this benefit for every day you were hospitalised, up to a maximum of 30 days.

Exclusions

The following are not covered:

hospitalisation due to:

1. attempted suicide or any intentional self-injury; depression; insanity; neurosis; stress-related conditions; venereal disease or sexually transmitted disease; abortion or any complications or consequences thereof; HIV (Human Immunodeficiency Virus) or any related illness, including AIDS (Acquired Immune Deficiency Syndrome) or any mutant Derivative or variation of it;
2. racing, except on foot or in a water craft not mechanically driven;
3. drug addiction; alcoholism;
4. routine physical or other examinations where there are no objective indications of impairment in normal health and laboratory diagnostic or X-ray examinations, except in the course of a disability by prior call or attendance of a physician;
5. any recurrence of any physical or mental defect, infirmity or condition for which treatment or advice was given or which manifested itself during the twelve months prior to the inception of this cover;
6. in vitro fertilisation;
7. investigations, operations or treatment of a purely cosmetic nature or for obesity;
8. an insured occurrence which took place or had arisen as a result of your being under the influence of intoxicating liquor or drugs;

9. an insured occurrence which took place or had arisen from the driving of a vehicle while your blood alcohol concentration exceeded the legal limit.

Definitions

“daily benefit” - the amount stated next to your name in the schedule. This amount is applicable to every person separately if the family cover is applicable.

“hospitalisation” - when you are an in-patient in a hospital recognised in terms of the legislation of the area where you are hospitalised.

“you”- any person who is named in the schedule of this section, under the heading “insured persons”. If the name is extended with “and family” the person’s spouse and children are also included.

“children” - natural, legally adopted or step-children under the age of 21 years, as well as children over the age of 21 years who are mentally or physically disabled and totally dependent on you and live with you. Children who are dependent on you and who study full time are included up to the age of 25 years. Your married children are not included.

“insured occurrence” - illness; bodily injury caused by violent, accidental, external and visible means; child birth if you (the person giving birth) have already been covered for twelve consecutive months under this section and the premium for this period has been paid.