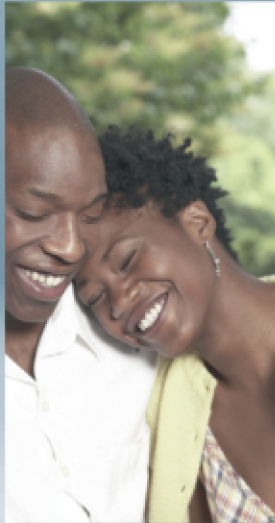




# New National Esteem



New National



Innovation. Integrity. Intelligence.  
Approved Financial Service Provider  
FSP Licence No. 7889

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**This Policy wording comes into effect on 1 November 2008 and replaces retrospective all previous New National Esteem Policy Wordings.**

## PREAMBLE

This Policy is the contract between New National Assurance Company Limited, hereafter referred to as **(we/us/our)** and the insured, hereafter referred to as **(you/your)**, named in the Policy Schedule, and it covers the events specified in the respective Sections, that can occur during the Period of Insurance up to the sums insured or limits of liability or indemnification as stated in the Policy Schedule. This Policy of Insurance is made up of the Schedule, General Terms and Conditions, Sections and any endorsements thereto, and any written correspondence, as well as any telephonic agreements we make. Please ensure that all the detail that you have supplied us with, that is reflected on the Schedule, is correct in every respect. Please also familiarize yourself with the contents of all the documents that form part of your Policy of Insurance.

NOTE: This policy includes consent to the disclosure of private underwriting and claims information.

## **GENERAL TERMS AND CONDITIONS**

The insurance granted by all Sections of this Policy is subject to the following General Conditions. These conditions determine the rights and liabilities applicable to you and us.

### **1. MONTHLY POLICY / PREMIUM PAYMENTS**

Your premium will be collected via debit order and the onus will be on you to make sure that your monthly debit order is met by the financial institution. The premium that will be collected via debit order is due in advance on the first of every month.

If your monthly premium is not received by us within 15 days of the due date, cover in terms of this Policy of Insurance will be interrupted for the period for which you did not pay your premium.

If you have not paid your monthly premium for a particular month, and we have not received that premium within 15 days of the due date, your cover in terms of the Policy of Insurance will be interrupted. When the cover has been interrupted we have the right to debit your account to reinstate the cover. Cover will only be reinstated on condition that we receive the monthly premium to ensure the recommencement of cover, and in addition to this we will charge you a reinstatement administration fee equal to one month's premium that will also be collected by ourselves via debit order, failing which this policy will be cancelled with immediate effect.

Please note that if the very first premium of this policy is not paid within 15 days of the due date, no cover will be extended in terms of this Policy of Insurance and the policy will be void from inception.

Due date will be the first day of every calendar month.

### **2 CLAIMS PROCEDURE**

In the case of any insured event resulting in you submitting a claim under this Policy, you must adhere to the following conditions:

- 2.1 Register the claim telephonically to E.C.A. (Electronic Claims Administration) on 011-2065590, or any other number as per the attached policy schedule.
- 2.2 Report the incident giving rise to a claim to a S.A.P.S. (South African Police Services) station within 24 hours and to E.C.A. within 30 days.
- 2.3 Do not admit liability or negotiate with any person.
- 2.4 Note down the names and addresses of any witnesses.
- 2.5 If you receive a summons or notice of impending legal action, notify E.C.A. immediately and forward any documentation to E.C.A.
- 2.6 Do not give any instruction for any repair unless it has been approved by E.C.A.

### **3. SETTLEMENT OF CLAIMS**

We are entitled to, at our option, settle any claim for lost, stolen or damaged property in a reasonable, sufficient manner by repairing or replacement of goods or cash reimbursement (or any combination thereof) through a supplier or repairer of our choice. All claim settlements are always subjected to the relevant Exclusions on Liability as stated in this Policy.

### **4. PREVENTION OF LOSS, DAMAGE OR LIABILITY**

You must display the necessary caution and take all responsible precautions to prevent or minimize any possible loss, damage, death, injuries or liabilities.

### **5. RIGHTS OF THE INSURER**

We have the right at any time to act on behalf of you against any Third Party to enforce your rights without subjecting you to any liability. You must submit all necessary information and assistance as required by us. If you refrain from doing so, it can result in the immediate forfeiture of all benefits under this Policy and any liability paid to you based on these rights must be reimbursed to us.

### **6. RIGHTS OF OTHERS**

No person other than you, have any rights against us in terms of this policy. Our liability to any other person, except you, will entitle no other person to bring any claim against us. You, however, may in such cases submit a claim on behalf of such persons.

You may not make any offer or settlement, or admit any fault, without our prior written agreement.

### **7. MORE THAN ONE POLICY**

If at the time of a claim another Policy exists which is active through you, or on behalf of you, and it covers the same loss or damage, we shall only be liable to pay our rateable portion of the claim.

### **8. ACCURACY OF MATERIAL INFORMATION**

If you submit any false information or misrepresentation or non-disclosure of information concerning material aspects, this Policy, or the specific Section or Sub-section of the Policy pertaining to any such material aspects, will be declared null and void at our discretion.

## **9. IMPORTANT OBLIGATIONS REGARDING POSSIBLE CHANGES IN RISK**

- 9.1. You must notify us immediately in writing within 30 days of any change in material risk. We will confirm all changes telephonically, or in writing.
- 9.2. When it is brought to our attention, or if you notify us of a change in material risk, we have the right to adjust the extent of the cover and/or to increase the premium from the date of change.  
  
If you refrain from notifying us of the above-mentioned change of risk, we will be entitled to turn down any claim arising from such change of risk.
- 9.3. Should you become sequestered, have judgements against you, become listed on a credit bureau or the like after inception and during the life of this policy you are compelled to disclose to us within 7 days of you becoming aware of this new information as this will enable us to decide whether we want to accept/continue this policy or risk, or whether we want to continue with the acceptance of this policy or risk and if so, at what monthly premiums.
- 9.4. You must inform us if the address where you usually keep the items we insure, has changed, as this could influence the initial and continual acceptance of the policy, premiums, risk or any claim.
- 9.5. You must inform us if the policy details or declarations are incorrect or if any of these details or declarations has changed, as this could influence the initial and continual acceptance of the policy, premiums, risk or any claim.
- 9.6. You must inform us of anything which you have not yet disclosed, but which may be important for us to know as this will enable us to decide whether we want to accept this policy or risk, or whether we want to continue with the acceptance of this policy or risk and if so, at what premiums.
- 9.7. You must comply, at all times, with our reasonable requests.

## **10. NOTIFICATION OF STEPS TO REDUCE OR CONTROL THE RISK**

We have the right to give you a 30 (thirty) day unilateral written notification to take and set in action precautions to either reduce or control the risk. If such precautionary measures are not set in action within the required period, the cover concerning the specific Section of the Policy, will be cancelled automatically.

This notice will be sent by us in writing to your last known address as supplied by you.

## **11. FRAUDULENT CLAIMS**

No claim will be payable, if:

- 11.1 Any fraudulent means or devices are used by you or anyone acting on your behalf or with your knowledge or consent to obtain any benefit under this policy.
- 11.2 Any event is occasioned by the wilful act or with the connivance of you.
- 11.3 You or anyone acting on your behalf deliberately inflates the claim or any part thereof.
- 11.4 The claim or any part thereof irrespective of the amount or extent of the claim is false in any respect and we are at the time of submission thereof or at any other relevant stage, aware of such falsity.

### **We shall also be entitled to:**

- a) Refuse to pay the entire claim, notwithstanding that the acts listed above may have affected or related to only a portion of such claim, and notwithstanding the extent of such portion; and
- b) Cancel the contract of insurance with immediate effect and to retain all premiums paid to the date of cancellation of the contract.

## **12. IMPORTANT TIME LIMITS THAT YOU NEED TO ADHERE TO**

- 12.1 Under no circumstances will we be liable under this Policy after 12 (twelve) months from the date on which the event occurred, unless a claim was submitted, or the claim is the subject of pending legal action, or it is a claim under any Section of the Policy indemnifying the Insured from legal liability to third parties concerning physical injury and/or loss of property.

If you oppose our repudiation of the claim or cancellation of your Policy of Insurance, you must, within 90 days from the date of repudiation or notification of cancellation, address written representations to us concerning such action. You must then institute legal action within a further 90 days by service of summons to us. If you should refrain from doing so, you shall forfeit your claim and no liability can arise from such claim.

- 12.2 Payment of benefits will not be done if you fail to:

- 12.2.1 Report any occurrence giving rise to a claim to the police in writing, within 24 hours.
- 12.2.2 Provide us within 30days, with any documents that you have received with regards to any claim.
- 12.2.3 Comprehensively register any occurrence that has given rise to a claim to E.C.A telephonically, within 30days of such an occurrence.
- 12.2.4 Provide us within 30days, with all the documentation and information that we may request from you.

## **13. CANCELLATION**

We may, for whatever reason and at our discretion, change any condition of the policy, or give you 30 days notice of cancellation of your policy, which notice will be in writing. Any changes or cancellations which you make, will be effective from the time and date agreed to, whether telephonically, by fax or post.



#### **14. PROPERTY INSURED FOR THE CORRECT VALUE**

The onus is on you to ensure that all items are insured for their full and correct value, keeping in mind any changes to the value of the items due to appreciation and/or depreciation.

#### **15. WARRANTIES**

Cover is subject to warranties as stated in the "NOTES / EXTENSIONS / ENDORSEMENTS" Section in the Policy schedule. If you at any time during the Period of Insurance have received a premium rebate for precautions and such precautions are not properly maintained, activated and/or in place, we reserve the right to turn down the claim.

#### **16. EXCESSES**

In respect of each and every occurrence giving rise to a claim, you shall be responsible for the first amount payable. This first amount payable by yourself is referred to as the basic excess. You must also pay any additional excesses as per the Schedule and/or the Policy of Insurance, in addition to the basic excess.

#### **17. JURISDICTION**

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

#### **18. INTEREST ON DAMAGE**

For the purpose of this agreement, interest will be paid at a rate of 0% (zero percent) unless otherwise ordered by a South African court of law.

#### **19. REPATRIATION**

If your vehicle is damaged outside the Republic of South Africa, you will be responsible for the repatriation cost thereof, prior to the finalization of your claim, unless we have specifically approved the opposite in writing.

#### **20. LEGAL LIABILITY**

We will not be liable under more than once Section of this Policy for a claim of legal liability arising from the same event including the same property or liability.

## **21. INSURABLE INTEREST**

Cover is conditional upon you having an insurable interest in any item insured under this Policy. Insurable interest means that you are the owner of or alternatively the bona fide owner of the insured item in terms of a credit agreement.

If your interest in the item differs from the interests stated herein, the nature and extent of such interest must be disclosed to us before the commencement of cover, and cover of such item will only commence in terms of this Policy after it has been confirmed in writing by us. If your insurable interest concerning any insured items changes, you are obligated to notify us in writing of any such changes, and if you refrain from doing so, we may at our discretion turn down a claim.

## **22. CONSENT TO DISCLOSURE**

You acknowledge that the sharing of claims and underwriting information (including credit information) by Insurers is essential to enable the Insurance industry to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims. In the public interest and with a view to limiting premiums, you hereby waive any right to privacy in any insurance or claims information supplied by you or on your behalf in respect of any insurance application or claim made or lodged by your consent to such information being disclosed to any other insurance company or its agent. You also waive any rights of privacy and consent to the disclosure of any information relevant to any insurance claims concerning you or any insured person you represent.

## **23. PROOF**

You must provide us with proof of ownership and value, upon our request, when you submit a claim against us for items that have been insured with us.

## **24. COVER APPLICABLE TO DIFFERENT SECTIONS**

You will only be entitled to the Section/s of cover if you have chosen and specifically purchased same, and this is noted on your Policy Schedule

## **25. PAIRS AND SETS**

If the property insured consists of articles in a pair or set, we will not be liable for more than the value of any specific part or parts of the pair or set lost or damaged, or for more than the proportionate value of the pair or set without reference to any special value which such article or articles may have had as a part of such pair or set.

## **GENERAL EXCLUSIONS**

### **THE FOLLOWING IS NOT COVERED BY YOUR POLICY OF INSURANCE**

1. 1.1 loss or destruction of or damage to:
    - 1.1.1 Any property whatsoever or any loss or expenses whatsoever resulting, or arising from any act or any resultant or consequential loss;
    - 1.1.2 Death, injury or any legal liability whatsoever, directly or indirectly caused by, or contributing to, or arising from, or in consequence of ionizing radiations or contamination by radioactivity 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.
  - 1.2 Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by, or arising from, nuclear weapons material.
2. any claim for loss or damage to property, death, liability or bodily injury related to or caused by the following:
    - 2.1 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 a foregoing.
    - 2.2 war, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not) or civil war;
    - 2.3
      - 2.3.1 mutiny, military rising, military or usurped power, martial law or state siege, or any other event or cause which determines the proclamation or maintenance or martial law or state of siege;
      - 2.3.2 insurrection, rebellion or revolution.
    - 2.4 any act (whether on behalf of any organization, 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;
    - 2.5 any act which is calculated or directed to bring about loss or damage or bodily injury 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;
    - 2.6 any attempt to perform any act referred to in clause 2.4 or 2.5 above;
    - 2.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 2 above. If we allege that by reason of clause 2 of the General Exclusions, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on you.

3. loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, No 85 of 1976, or any similar act operative in any of the territories to which this Policy applies;
4. 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 or terrorism regardless of any other cause of event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General Exclusion 4 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 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 4 of this Exclusion, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on you.

5. 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 or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising there from;
  - any legal liability whatsoever;
  - 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:

- a) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognize, manipulate, interpret, process, store, receive, or to respond to any data or information or to carry out any command or instruction, in regard to or in connection with any such date, or

- b) to capture, save, retain or 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 process such data in regard to or in connection with any such data, or
- c) 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
- d) 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 unauthorized 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 the property of the Insured or not.

If the loss, damage or liability is the result of more than one event, this Exclusion will not be applicable if any other cause is an insured danger or event.

We shall not in the case of any mechanical defect of any machinery, equipment or vehicle, be liable or pay for the repair or replacement of any part of the computer equipment which caused the event, but we will pay for the consequential loss, damage or liability covered by the Policy.

- 6. loss or damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 7. consequential loss or damage except as specifically provided;
- 8. any loss or damage caused directly or indirectly by or arising from any exchange, cash or credit purchase agreement, including theft under false pretences and / or fraud;

9. transport of any passenger load exceeding the capacity for which it is constructed to carry;
10. loss or damage caused directly or indirectly by wear and tear, electrical or mechanical breakdown, corrosion, rust, mildew, vermin, insects, your own domestic pets, any gradually operating cause, the process of dyeing or reparation, depreciation or the effect of light or atmospheric conditions;
11. The cover concerning an insured item will be nullified from the inception date of this Policy if any person other than the Insured has any right of ownership or possession or dispossession of any item insured under this Policy, or if the Insured cannot lay claim to that item, because the named item is stolen property.
12. Any loss or damage caused, by or through or in consequence of the supplier of electricity, due to but not limited to the general upkeep and maintenance or lack of sufficient capacity, or the suspension or load shedding of the electricity supply.
13. **NATIONALISATION**  
Nationalisation, confiscation, commandeering or requisition by any lawfully constituted authority.
14. **DETERIORATION AND BREAKDOWN**  
Failure, breakage or rust, wear and tear, depreciation, perishing, fading, mechanical or electrical breakdown and deterioration caused by moth, vermin, or your own domestic animals.
15. **CONTRACTUAL LIABILITY**  
Any loss arising from any contractual liability.
16. **CONSEQUENTIAL LOSS**  
Any consequential loss or damage.

## **SECTION 1: VEHICLE COMPREHENSIVE COVER**

### **1. INSURED EVENTS**

You may claim for the cost of repairs to the vehicle described in the schedule as a result of accident, fire, storm, hail damage theft or attempted theft or hijack

### **2. THE USE OF THE VEHICLE**

The type of use that you have chosen is stated on the schedule of insurance.

### **3. VEHICLE SECURITY**

Where cover is conditional upon the fitment of a satellite tracking device approved by us, the responsibility rests with you to ensure that the service agreement with the vehicle tracking company is maintained at all times and that in the event, for any reason, you:

- 1) Cancel your service agreement, or
- 2) Fail to pay any subscription due under the agreement, or
- 3) Fail to ensure that the vehicle is linked up to the tracking service, or
- 4) Fail to ensure that the vehicle tracking unit is operational and armed at all times;

then we shall not be liable in respect of loss or damage arising out of the theft or hi-jacking.

Where vehicles are not fitted with a Satellite Tracking Device approved by us, then Theft and Hijack cover will be suspended until the insured vehicle/s is fitted with a Satellite Tracking Device approved by us.

## **THE FOLLOWING IS COVERED BY THE VEHICLE COMPREHENSIVE SECTION**

### **1. NEW VEHICLES**

If the insured vehicle stated in the schedule is stolen and not recovered or is damaged beyond economical repair within 12 months of first registration and the vehicle has traveled less than 30 000km, we will replace the vehicle, or at our option, we will pay you up to the current purchase price at the time of the loss including V.A.T (and including any appropriate discount) but we will not pay more than the sum insured stated in the schedule.

### **2. HIRE PURCHASE OR LEASE AGREEMENT**

No other person than your installment credit company has or may obtain any rights under your Policy of Insurance. If we elect to pay such installment credit company, such a payment shall be deemed to be payment effected directly to yourself.

### **3. THE INSURED VEHICLE**

If the insured vehicle has been stolen or hijacked, or if the vehicle is deemed by us to be uneconomical to be repaired, we will replace the vehicle, or at our option we will pay you the sum insured as stated in the schedule or the reasonable market value whichever is the lesser. "Market Value" is deemed to be the average between the Trade and Retail prices as evidenced by the production and contents of the publications "Auto Dealers Guide" or "Commercial Vehicle Guide" duly adjusted for condition. These Publications are commonly referred to as "The Mead & McGrouther Booklets"

If we have authorised your claim and parts of the vehicle are not available, and it delays the repairs, we will not compensate you for the inconvenience or money you lose or for any liability you may incur because of the delay. Please also NOTE that if the parts are not available locally and have to be imported, the cost of the imported parts shall also be limited to the actual costs had such parts been locally available and excludes any cost whatsoever to import the parts

### **4. TOWING AND STORAGE**

We will only pay for Towing and Storage Charges up to an amount of R1000.00. We will not pay for Storage Charges levied against you prior to the date that you have submitted the claim to us.

If we reject your claim we will not be held liable for any Towing or Storage Charges.



## **5. SOUND SYSTEM**

You will only be entitled to claim for your vehicle's sound system (excluding any tapes/CD's/DVD's or music downloaded in an electronic format), if you have specifically purchased cover for the sound system and you are paying a premium for this cover and the cover and premium is stated on your schedule. A Sound System for the purposes of this section of cover will be considered to be the sound player, including any speakers and amplifiers.

## **6. WINDSCREEN**

For the breakage of the vehicle's windscreen or other glass and damage to the vehicle directly incidental to such breakage (but excluding the first amount payable by the insured as stated in the schedule). Your no claim bonus will not be affected by the aforementioned.

## **7. MEDICAL EXPENSES**

If any occupant of the insured vehicle is injured in direct connection with the vehicle, we will reimburse medical expenses up to R500.00 per injured person. Our liability shall be limited to R1000.00 per occurrence.

## **8. LOCKS AND KEYS**

We will pay any reasonable and necessary costs as a result of any lost or damaged keys of the vehicle noted on the schedule, of which you are the owner, up to a maximum amount of R1 000 per event.

## **9. LIABILITY SECTION**

9.1. We will indemnify you against all sums for which you may be liable, where you or the most regular driver caused an accident involving the insured vehicle in respect of:

- a) death or bodily injury to any other person who is not a member of your household, or
- b) death or bodily injury to any person not in your employment, or
- c) death or bodily injury to any person who is not a fare paying passenger in the vehicle, or
- d) damage to property not belonging to you or any member of your household.

9.2. You are similarly covered while you used or drove a vehicle not belonging to you or any member of your household provided that

- a) such vehicle is not subject to a credit/lease agreement or
- b) such vehicle is not covered by another insurance policy.
- c) damage to the said vehicle is excluded.

The maximum limits of our liability in respect of 9.1 and 9.2 above are:

Liability consequent on fire and explosion	R 300 000
Liability consequent on passenger liability	R1 000 000
Any other one event	R1 000 000

## **THE FOLLOWING IS NOT COVERED BY THE VEHICLE COMPREHENSIVE SECTION**

1. When the loss has occurred outside the Republic of South Africa, Namibia, Lesotho, Botswana, Zimbabwe, Mozambique or Swaziland. Cover in Zimbabwe and Mozambique is restricted to own damage only and excludes the Liability Section.
2. If your vehicle has been damaged outside the Republic of South Africa, it must be repatriated at your expense prior to finalization of your claim.
3. If the vehicle is used for racing, rallies, hiring, carrying of fare paying passengers, carrying explosives, driving instruction or when the vehicle is in the custody of the Motor Trade unless for the purpose of its overhaul, upkeep or repair, or if the vehicle is designed to carry more than 17 persons including the driver.
4. Any loss where you, or the most regular driver, or any loss where you or the most regular driver has given his general consent to any other person driving this insured vehicle:
  - a) is not at the time and place of the loss in possession of a current, valid and unendorsed driver's license, or
  - b) is under the influence of alcohol, or
  - c) where the alcohol content of the driver's blood exceeds the legal limit, or
  - d) where the driver fails a breathalyser test, or
  - e) where the driver at the time of the loss is under the influence of drugs, or
  - f) where the vehicle or caravan or trailer that it tows is involved in an accident and they are in fact not in a roadworthy condition in terms of the relevant legislation.
5. When somebody uses the insured vehicle without your knowledge or consent and you have failed to lay a criminal charge of use without consent at the Police within 48 hours. You may also not withdraw this charge of use without consent.
6. Where you were attempting to or in the process of selling the vehicle and it has consequently been stolen by somebody whom has used false pretence, including, without limitation, where a person steals a vehicle during a test drive or steals the vehicle by pretending to make payment, which payment is not honoured.

7. Any property in the insured vehicle at the time of the accident, unless it has been insured specifically and the schedule states that you are paying a premium for it.
8. Loss or damage occasioned by the deprivation of the vehicle by any subsequent act of any person originally authorised to be in possession of the vehicle.
9. Death or injury to any person in your household or in your employment, any fare paying passengers, any person getting on or alighting from the vehicle, any person in or upon any open portion of any vehicle, caravan or trailer, any property being loaded or unloaded from the vehicle, or any claim that falls under the scope of any compulsory motor vehicle act currently enforced.
10. Any loss, damage, liability, injury or death where the vehicle is used, contrary to the use stipulated in the schedule.
11. Any non standard accessories on the vehicle at the time of loss or damage, unless it has been insured specifically and the schedule states that you are paying a premium for it
12. Any loss, damage or liability incurred where the vehicle has not been taken for an inspection within 24 hours of inception of the policy. This inspection must be done at an inspection agent approved by us. We may also require you to produce a copy of the inspection certificate on our request.
13. Damage to tyres, rims and springs, except as a result of an accident causing other damage.
14. Loss, damage, injury or liability caused, sustained or incurred to a vehicle while in transit by water between ports within the territorial limits; except when specified otherwise in the Policy Schedule.
15. Any loss, damage or liability incurred where the vehicle has been driven by any person in possession of a license which is endorsed or cancelled, or a person found guilty of reckless or careless driving for a period of 3 (three) years before the date of the accident.

## **SECTION 2: HOUSE OWNERS COVER**

For this section "Dwelling" means the private residence and its domestic outbuildings, including immovable assets belonging to you and situated at the risk address indicated in the Policy Schedule and including:

- water, sewerage, electricity and telephone connections;
- paths and driveways constructed or brick, concrete, paving, asphalt or stone (not gravel);
- walls, gates and wire fences (excluding hedges);
- swimming pools (excluding pools that are built above ground level and vinyl lined pools), including filtration plants, water pumps, safety nets (excluding automatic pool cleaners) and excluding any borehole equipment;
- tennis courts;
- saunas and jacuzzis;

## **THE FOLLOWING COVER IS PROVIDED**

### **1. INSURED EVENTS**

We will indemnify you against loss of or damage to the dwelling caused by or arising from any of the following insured events:

- 1.1 Theft or attempted theft, but if your building is let or sub-let or temporarily unoccupied for more than 60 days per annum, theft or attempted theft must be accompanied by visible signs of forced entry.
- 1.2 Fire, lightening, explosion.
- 1.3 Malicious or intentional damage, but not where your home is unoccupied for more than 60 days per annum.
- 1.4 Wind, water, hail, snow, storm or flood, but excluding storm or flood caused by subsidence or land movement.
- 1.5 Earthquake (excluding earthquake from mining operations).
- 1.6 Bursting, leaking or overflowing of geysers, water apparatus or pipes, provided the water apparatus is not older than 5 years. Any apparatus older than 5 years is limited to R 4 000.00 cover.
- 1.7 Accidental leakage of oil from oil heaters.
- 1.8 Impact from falling trees, but not when impact is caused when the trees are being felled.
- 1.9 Aircraft or other aerial devices.
- 1.10 Accidental breakage of aerial systems (including damage to them)
- 1.11 Impact caused by motor vehicles or animals.

## **2. ACCIDENTAL DAMAGE**

- 2.1 In the event of accidental breakage in the dwelling (except when it is unfurnished or uninhabited) of fixed glass and sanitary ware, excluding chipping, scratching or disfiguration in any other way, we will pay the cost for either repair or replacement. The maximum amount payable is the sum insured.
- 2.2 For accidental damage to your public water supply or mains connection, the maximum amount payable is the sum insured.

## **3. RENT**

If you have lost rent because a tenant of yours had to vacate the building due to damage caused by an insured event. The maximum amount we will pay is 10% of the Dwelling Sum Insured.

## **4. FIRE BRIGADE CHARGES**

The reasonable costs charged by the authorities to extinguish a fire at your dwelling. The maximum amount payable is limited to 25% of the Dwelling Sum Insured or R25 000.00, whichever is the lesser.

## **5. COST OF DEMOLITION, PROFESSIONAL AND PUBLIC AUTHORITY FEES**

The reasonable cost incurred by you, with our written consent:

- 5.1 For demolishing your home and to remove the debris from the site and to erect hoardings required for the building operations. The maximum amount payable is the Dwelling Sum Insured
- 5.2 For professional and public authority fees following loss or damage to the dwelling by an insured event. The maximum amount payable is 10% of the Dwelling Sum Insured.

## **6. PUBLIC LIABILITY AS A HOME OWNER**

We will pay you up to a maximum amount of R 500 000.00 in the following circumstances, IF you are held legally responsible:

- 6.1 Where a person is injured or dies accidentally, except where the aforementioned person is you, or a member of your family who lives with you, or any person in your employment.
- 6.2 Where the property of any person is accidentally damaged, except where the property accidentally damaged belongs to you, or to any member of your family who lives with you, or to any person in your

employment. Please note that any property that does not belong to you or your family, but which you are looking after, is not covered.

6.3 For the recoverable legal costs of the person who claims against you.

## **7. LIABILITY TO DOMESTIC EMPLOYEES**

We will pay you up to a maximum amount of R50 000, IF you are held legally responsible where your domestic employee is injured or dies because of an accident that occurred while he/she was working.

## **THE FOLLOWING IS NOT COVERED UNDER THE HOMEOWNERS SECTION**

### **1. FIRE DAMAGE TO A THATCH ROOF OR BUILDING**

Fire damage if your home or outbuildings have a thatch roof, unless the schedule states that it is covered.

### **2 . SUBSIDENCE AND LANDSLIP**

Loss or damage to your home and outbuildings caused by subsidence or landslip unless it is stated in the schedule that it is covered.

### **3. DAMAGE TO NON APPROVED BUILDINGS**

Any damage where the applicable local authority did not or would not have approved the construction of the dwelling.

## **AVERAGE DESCRIPTION AND CALCULATION**

If at the time of loss or damage, the cost of replacing the property exceeds the Sum Insured, including demolition, professional fees and public authority requirements, then you will be responsible for the difference and will bear a proportional share of the loss or damage accordingly, e.g.:

Claim	R 50 000
Sum Insured	R 250 000
Replacement cost of property	R 500 000
Average calculation	<u>R 50 000 x R 250 000</u>
	R 500 000
Claim amount	R 25 000

## **SECTION 3: HOUSEHOLD GOODS COVER**

This section covers you against loss of or damage to the moveable personal possessions that are in your "Dwelling" at the address noted on the schedule. These are the items that belong to you or any member of your household that live with you at the aforementioned address.

In this section "Dwelling" means the private residence as well as the domestic outbuildings situated at the risk address shown in the Policy Schedule.

## **THE FOLLOWING HOUSEHOLD GOODS COVER IS PROVIDED**

### **1. INSURED EVENTS**

You are covered against loss or damage caused by:  
fire, lightning, explosion, storm, flood, earthquakes (but not from mining operations), bursting, leaking or overflowing of geysers or water apparatus, theft or attempted theft

### **2. CONTENTS OR REFRIGERATORS AND FREEZERS**

Spoiling of the contents of refrigerators or freezers in your dwelling due to a power failure or due to the breakdown of the unit, up to a maximum amount of R2000.00. **PLEASE NOTE** however that Loss or Damage caused, by or through or in consequence of the supplier of electricity, due to but not limited to the general upkeep and maintenance or lack of sufficient capacity, or the suspension or load shedding of the electricity supply, is NOT covered.

### **3. PERSONAL DOCUMENTS AND KEYS**

The cost of replacing locks and keys and the cost of reinstating personal documents, up to a maximum of R1500.00.

### **4. GARDEN FURNITURE AND LAUNDRY**

Theft of outdoor furniture and theft of laundry from the outdoors, up to a maximum R3000.00.

### **5. TELEVISION SETS AND GLASS**

Television sets that are broken accidentally, but not when the breakdown is an electronic or mechanical breakdown. Mirror or glass that are part of furniture, ovens or stoves, that are broken accidentally. The maximum amount payable is R5000.00.



## **6. VETERINARY EXPENSES**

Veterinary expenses incurred where your domestic pet is injured in a road accident. The maximum amount payable is R1500.00.

## **7. HOLE IN ONE**

If you hit a hole in one on a recognized golf course we will pay you up to R1000.00.

## **8. CREDIT CARDS AND BANK CARDS**

We will pay you R2500.00 where your credit or bank cards have been used fraudulently.

## **9. PROPERTY OF GUESTS OR DOMESTIC EMPLOYEES**

We will pay you a maximum of R1500.00 where property of the abovementioned persons are stolen at your home. Property belonging to your domestic servant will only be covered where we can see the damage caused by the break in into the building.

## **10. FIRE BRIGADE CHARGES**

The reasonable costs charged by the authorities to extinguish a fire at your dwelling. The maximum amount payable is limited to 25% of the Dwelling Sum Insured or R25 000.00, whichever is the lesser.

## **11. ACCIDENTAL DEATH**

We will pay up to a maximum of R10 000.00 where you and/or your spouse die/s as a result of a fire or attack by thieves.

## **12. MEDICAL EXPENSES**

We will pay medical expenses up to R1000.00 as a result of accidental bodily injury to any guest, visitor or domestic employee caused by a domestic pet owned by you or a defect in the building. Injuries of a household member are excluded under this section.

## **13. PUBLIC LIABILITY AS A HOUSE HOLDER**

We will pay you up to a maximum amount of R 500 000.00 in the following circumstances, IF you are held legally responsible:

13.1 Where a person is injured or dies accidentally, except where the aforementioned person is you, or a member of your family who lives with you, or any person in your employment.

13.2 Where the property of any person is accidentally damaged, except where the property accidentally damaged belongs to you, or to any member of your family who lives with you, or to any person in your employment. Please note that any property that does not belong to you or your family, but which you are looking after, is not covered.

13.3 For the recoverable legal costs of the person who claims against you.

#### **14. TENANTS LIABILITY AS A HOUSEHOLDER**

We will pay you up to a maximum amount of R 500 000.00 in the following circumstances, IF you are held legally responsible:

14.1 Where sanitary ware or fixed panes of glass are broken accidentally.

14.2 Where electricity, water, gas and sewerage pipes, or telephone connections of the buildings or outbuildings are broken accidentally.

14.3 Where any damage is caused to the buildings that you are renting, or the landlord's fixtures and fittings to these buildings, as long as the damage is caused by anything that is covered by this policy.

#### **15. LIABILITY TO DOMESTIC EMPLOYEES**

We will pay you up to a maximum amount of R50 000, IF you are held legally responsible where your domestic employee is injured or dies because of an accident that occurred while he/she was working

## **THE FOLLOWING IS NOT COVERED UNDER THE HOUSEHOLD GOODS SECTION**

### **1. VARIOUS DOCUMENTS, MONEY, ETC.**

Money, coins of any description, securities, postage, stamps, deeds, bonds, bills of exchange, promissory notes, cheques, manuscripts, medals, documents of any kind or rare books.

### **2. DAMAGE CAUSED BY DEFECTS**

Any damage where the design or construction of the building causes or contributes to the damage.

### **3. FIRE DAMAGE TO A THATCH ROOF BUILDING**

Fire damage if your home or outbuildings have a thatched roof, unless you are paying an additional premium and the schedule states that it is covered.

### **4. GOODS USED FOR BUSINESS**

Goods used solely for business, professional or trade purposes.

### **5. PROPERTY MORE SPECIFICALLY INSURED ELSEWHERE.**

Property more specifically insured elsewhere.

### **6. COMMUNAL LIVING**

Any loss or damage where more than 2 unrelated people (this excludes your sleep in domestic employees) are living in your dwelling or your dwelling is used as a commune.

### **7. MOTOR VEHICLES, TRAILERS, CARAVANS, AIRCRAFT OR WATERCRAFT**

Cover is not extended to the above or any accessories, parts or sound systems of the above.

### **8. ANIMALS**

No cover is extended to any animals.

## **9. LOSS OR DAMAGE THAT ARE CAUSED BY OR CAN BE ATTRIBUTED TO:**

- 9.1 The ownership, possession or use of aircraft, vehicles or watercraft.
- 9.2 The pursuit or exercise of any trade, business or profession.
- 9.3 The possession of any animal.

## **10. RESIDENCE UNOCCUPIED FOR LONGER THAN 60 DAYS**

No cover is extended for theft where the residence is uninhabited for a total period of 60 (sixty) consecutive days during any 12 (twelve) month period

## **LIMITS OF INDEMNITY**

The below mentioned limits of indemnity are applicable for any loss or damage caused by theft of the following items from the dwelling:

### **1. ITEMS TO BE LOCKED**

We will not pay an amount exceeding 10% of the sum insured for Household Goods in respect of platinum, gold and / or silver articles, diamonds, precious stones, watches and other jewellery, unless kept in a locked category 1 or similar security safe.

### **2. LIMITATION OF COVER ON SPECIFIC ITEMS**

We will not pay an amount exceeding 10% of the sum insured for Household Content in respect of furs, precious stones, watches, platinum, gold, silver articles, photographic equipment, oriental rugs and carpets;

## **AVERAGE DESCRIPTION AND CALCULATION**

If at the time of loss or damage, the cost of replacing the property exceeds the Sum Insured, including demolition, professional fees and public authority requirements, then you will be responsible for the difference and will bear a proportional share of the loss or damage accordingly, e.g.:

Claim	R 50 000
Sum Insured	R 250 000
Replacement cost of property	R 500 000
Average calculation	$\frac{R\ 50\ 000 \times R\ 250\ 000}{R\ 500\ 000}$
Claim amount	R 25 000

## **SECTION 4: ALL RISKS COVER**

This section covers you against loss of or damage to personal portable possessions which you and your family members who live with you, normally wear or carry with you. Where the value of an item exceeds R1000.00, it must be specified before cover will be extended. Cover will only be extended to the contents of caravans and camping equipment, cellular phones, prescriptions glasses, contact lenses, mp3 players and i-pods, or bicycles if they are specified on the schedule of insurance and the schedule states that you are paying a monthly premium for the mentioned items.

Cover to this section is worldwide, provided that any temporary visit outside the territorial limits of the Republic of South Africa will not exceed 6 months at a time within one Period of Insurance.

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

### **THE FOLLOWING IS NOT COVERED UNDER THE ALL RISKS COVER**

1. Loss or damage exceeding R1000.00 in total per incident where your insured items are stolen from the cabin of an unattended vehicle. Cover will not be granted where we cannot see the damage caused by the break in.
2. Loss or damage as a result of the explosion, corrosion or refusal of any firearm
3. Any item that is used for professional purposes, or as a tool of trade.
4. Any item that is used as sports equipment during a sports game.
5. Chipping, scratching, denting and breakage of porcelain or similar articles of a fragile nature
6. Normal wear and tear, rust and any gradually operating process of decay or depreciation
7. Cost of reproducing sound, images or data on tapes, records, films or any other magnetic media
8. Washing stolen while in the open.
9. Loss of or damage to any computer or electronic programs or data.
10. Coins, stamp collections, money, credit cards, cheques or any kind of negotiable instrument.
11. Loss or damage exceeding R5000.00 in total per incident where your insured items are stolen from the locked boot of an unattended vehicle. Cover will not be granted where we cannot see the damage caused by the break in.
12. Loss or damage or deterioration caused by cleaning, dyeing, ironing, renewing, or repairing, or caused by mildew, fading, moth, insect or vermin.
13. No theft cover will be extended to any cellular phones if the IMEI number (serial number) has not been indicated in the Schedule prior to the incident that has given rise to a claim.

## SECTION 5: CARAVAN COVER

### Insured Perils

You may claim for the cost of repairs to the caravan described in the schedule as a result of accident, fire, storm, hail damage, theft or attempted theft or hijack.

### The use of the caravan

We will only cover you if the caravan is used solely for social, domestic and pleasure purposes.

### Maximum compensation

If the caravan has been stolen or if the caravan is deemed by us to be uneconomical to be repaired, we will replace the caravan, or at our option we will pay you the Sum Insured as stated in the schedule or the reasonable market value, whichever is the lesser. If we have authorised your claim and parts of the caravan are not available, and it delays the repairs, we will not compensate you for the inconvenience or money you lose or for any liability you may incur because of the delay.

### Liability Section

We will indemnify you against all sums for which you may be legally liable for an accident caused by or in connection with the caravan in respect of:

- 1) death or bodily injury to any other person who is not a member of your household, or
  - 2) death or bodily injury to any person not in your employment, or
  - 3) damage to property not belonging to you or any member of your household.
- The maximum limits of our liability above are:
- |   |                    |
|---|--------------------|
| Liability consequent on fire and explosion  | <b>R 300 000</b>   |
| Liability consequent on passenger liability | <b>R 1 000 000</b> |
| Death and Injury                            | <b>R 10 000</b>    |

## THE FOLLOWING IS NOT COVERED UNDER THIS SECTION

1. Any loss where the caravan is towed by you or towed by any person to whom you have given your general consent, and the driver:
  - a) is not at the time and place of the loss in possession of a current, valid and unendorsed driver's license, or
  - b) is under the influence of alcohol, or
  - c) where the alcohol content of the driver's blood exceeds the legal limit, or
  - d) where the driver fails a breathalysers test, or
  - e) where the driver at the time of the loss is under the influence of drugs, or
  - f) where the caravan is involved in an accident and it is not in a roadworthy condition in terms of the relevant and current Road Traffic Act.
2. When the caravan is towed and the loss occurred outside the Republic of South Africa, Namibia, Lesotho, Botswana, Zimbabwe, Mozambique or Swaziland.
3. Any person who was inside the caravan at the time of the occurrence of any accident.
4. Any property of yourself or of any of the members of your household that they have with them at the time of the accident, or any property inside the caravan, unless you have insured the items under the moveable items of caravan Policy.

## **SECTION 6: MOVEABLE ITEMS OF CARAVAN COVER**

Under this section you may claim for loss or damage to the moveable items that are kept inside the caravan as well as the personal belongings of yourself and the members of your family residing with you that are kept inside the caravan. Cover will only be extended to these aforementioned items if they are specified on the schedule of insurance and it shows on the schedule that you are paying a premium for them.

### **Insured Perils**

You are covered against loss of or damage caused by :

Fire, lightning, explosion, storm, flood, earthquake (but not earthquake caused by mining operations), malicious damage, impact with the caravan, falling trees (but not trees falling while they are being felled), theft or attempted theft (but only theft or attempted theft where we can see the damage caused thereby)

### **THE FOLLOWING IS NOT COVERED UNDER THIS SECTION**

1. Items insured more specifically elsewhere.
2. Items that are used for professional or business purposes or as a tool of trade.
3. Money, coins of any description, securities, postage, stamps, deeds, bonds, bills of exchange, promissory notes, cheques, manuscripts, medals, documents of any kind or rare books.
4. Vehicles, bicycles, remote controlled toys or fire arms.

## SECTION 7: TRAILER COVER

### Insured Perils

You may claim for the cost of repairs to the trailer described in the schedule as a result of accident, fire, storm, hail damage, theft or attempted theft or hijack. You are also covered if the trailer is stolen.

### The use of the trailer

We will only cover you if the trailer is used solely for social, domestic and pleasure purposes.

### Maximum compensation

If the trailer has been stolen or if the trailer is deemed by us to be uneconomical to be repaired, we will replace the trailer, or at our option we will pay you the Sum Insured as stated in the schedule or the reasonable market value, whichever is the lesser. If we have authorised your claim and parts of the trailer are not available, and it delays the repairs, we will not compensate you for the inconvenience or money you lose or for any liability you may incur because of the delay.

### Liability Section

We will indemnify you against all sums for which you may be legally liable for an accident caused by or in connection with the trailer in respect of:

- 1) death or bodily injury to any other person who is not a member of your household, or
- 2) death or bodily injury to any person not in your employment, or
- 3) damage to property not belonging to you or any member of your household.

The maximum limits of our liability above are:

Liability consequent on fire and explosion

**R 300 000**

Liability consequent on passenger liability

**R 1 000 000**

Death and Injury

**R 10 000**

## THE FOLLOWING IS NOT COVERED UNDER THIS SECTION

1. Any loss where the trailer is towed by you or towed by any person to whom you have given your general consent, and the driver:
  - a) is not at the time and place of the loss in possession of a current, valid and unendorsed driver's license, or
  - b) is under the influence of alcohol, or
  - c) where the alcohol content of the driver's blood exceeds the legal limit, or
  - d) where the driver fails a breathalysers test, or
  - e) where the driver at the time of the loss is under the influence of drugs, or
  - f) where the trailer is involved in an accident and it is not in a roadworthy condition in terms of the relevant and current Road Traffic Act.
2. When the trailer is towed and the loss occurred outside the Republic of South Africa, Namibia, Lesotho, Botswana, Zimbabwe, Mozambique or Swaziland.
3. Any person who was inside the trailer at the time of the occurrence of any accident.
4. Any property of yourself or of any of the members of your household that they have with them at the time of the accident, or any property inside or on top of the trailer.