

ABSAPLUS

Your Personal Insurance Policy

Underwritten by Absa Insurance Company Limited
Reg No 1992/001737/06

INDEX

GENERAL

SECTION 1 – Houseowners (Buildings)	Page 5
SECTION 2 – Householders (Contents)	Page 8
SECTION 3 – All Risks	Page 12
SECTION 4 – Motor Vehicle	Page 13
SECTION 5 – Additional Motor Vehicle (4x4 and similar types only)	Page 19
SECTION 6 – Caravan/Trailer	Page 28
SECTION 7 – Personal Legal Liability	Page 30
SECTION 8 – Personal Computers	Page 32
SECTION 9 – Personal Accident	Page 33
SECTION 10 – Watercraft	Page 35

GENERAL

This policy and schedule are the contract between us the Insurer (Absa Insurance Company Pty Ltd) and you the insured, as stated in the policy 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, conditions and exclusions of the policy, against events for which you are insured under the policy and which happened during the insurance period.

GENERAL DEFINITIONS

You – You/your/yourself the insured means the person in whose name this policy is issued.

The company – we/us/ourselves means Absa Insurance Company Limited.

GENERAL CONDITIONS

1 Term of contract

The term of the contract is the period for which we received or accepted a premium.

2 Payment of premiums

Premiums are payable in advance. If the premium is not paid to us upon request, your cover will still remain in force during the term of the contract that we did not receive the premium. You therefore owe us the premium. At the next request of the premium payment two debit orders will be submitted. Should you have a claim during the term of the policy 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 policy are not paid. You are collectively and individually responsible for the payment of the premium.

3 Duty to prevent a loss

You must exercise all reasonable precautions for the maintenance and safety of the property and prevent or minimise loss, damage or accidents.

4 Cancellation

This policy or any section thereof may be cancelled at any time by you or by us on giving 30 days notice in writing.

5 Notice

We may from time to time revise the terms, conditions or premiums applicable to the policy by giving you 30 days written notice of any changes to your last known postal address.

6 Claim-Free Group

If no claims were made during the last insurance period we will reduce your renewal premium in accordance with the following:

Insurance period	Claim-free group
No claim in the previous 12 months	1
No claim in the previous 24 months.....	2
No claim in the previous 36 months	3
No claim in the previous 48 months	4
No claim in the previous 60 months	5
No claim in the previous 72 months	6
No claim in the previous 84 months	7
No claim in the previous 96 months	8
No claim in the previous 108 months	9

If you make a claim in any period of insurance your existing claim-free position will be reduced by 2 positions.

7 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 we will handle the claim further on your behalf. You may not cede your rights.

8 Fraudulent or willful acts

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

- 8.1 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;
- 8.2 a claim in any way occurs due to a willful act committed by you or with your connivance;
- 8.3 information in connection with a claim is not true.

9 Other insurance

If the loss, damage or liability is covered by any other insurance we will not pay more than our rateable proportion of the loss, damage or liability.

10 Jurisdiction

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

11 Misrepresentation

This policy 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.

12 Changes in risk

You must inform us of any changes in the information that was provided by you in order for us to calculate the premium. If there are any changes the risk will be reviewed. Any incorrect information may affect the validity of the policy.

13 Claims procedure and requirements

- 13.1 In the event of an occurrence which may result in a claim you must notify us within 30 days after the occurrence;
- 13.2 particulars of any other insurance covering the event;
- 13.3 written details of the event;
- 13.3 such proof, information and sworn declarations we may require from time to time;
- 13.4 any document or details of any communication received in connection with the claim;
- 13.5 immediately inform the police of any claim involving theft or loss of property or accident and take all possible steps to discover the guilty party and to recover the property;
- 13.6 may not make an admission, statement, offer, promise or payment or give indemnity without our written consent.

14 Our rights after an event which may lead to a claim

- 14.1 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 by us or not
- 14.2 You must supply all information and assistance which we may require and we have the right to take over the defence or settlement of a claim and conduct it in your name.
- 14.3 We have the right 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.

15 Proof of Ownership

We may ask you to prove that you own the item or to prove the value of the item claimed for. You must therefore keep all receipts, proof of payment and valuation certificates.

16 First amount payable (Excess)

Under each section will you be liable and responsible for the first amount payable as shown in the addendum which can be amended from time to time.

17 Prescription

If we dismiss a claim you have 30 days from that date to appeal to us. 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 event 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.

18 Average

Applicable to the Houseowners (buildings), Householders (contents) and Watercraft sections

If any property hereby insured shall at the time of any loss be collectively of greater value than the sum insured thereon, then you shall be considered as being your own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

19 Sasria (if stated in the schedule)

Sasria Limited provides cover for damage to your property in the Republic of South Africa caused by any person or group of people taking part in a riot, strike, lock-out, civil commotion or committing an act which has a political, social or economic aim. The policy schedule states whether cover has been purchased on your behalf.

20 Your rights in Terms of Financial Advisory and Intermediary Services Act

Absa Insurance Company will not request or encourage you in any manner to waive any of your rights or benefits presented by or in terms of any provision of the Financial Advisory and Intermediary Services Act, 2002 (Act No 37 of 2002), General Code of Conduct for Authorised Financial Services Providers and Representatives. We shall not recognise, accept or act on any such waiver by you. Any such waiver will be null and void.

21 Sharing of Data

To correctly underwrite the risk and to evaluate your risk profile, we perform an ITC check on you. This is an absolute requirement on our side and if you do not furnish us with the consent, it could affect your risk profile.

With your consent, we would also share the results of your ITC payment profile with other credit information providers. In an effort to keep premiums as low as possible and to combat insurance fraud, you must know that we also share your policy information, including claims history with other insurance companies and related entities.

GENERAL EXCLUSIONS

1 We will not be liable for

the first 10% minimum R2 500 of loss or damage caused by theft or attempted theft occurring during the first 30 days of insurance and for which indemnity is provided by the Householder's (contents). All Risks and Houseowner's (building) sections of this policy. This exclusion will not apply if this policy is issued in substitution for a similar policy.

2 War, Riot and Terrorism

(A) This policy does not cover loss of or damage to property related to or caused by:

- (i) civil commotion, labour disturbances, riot, strike or lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
- (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- (iii) (a) 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;
(b) insurrection, rebellion or revolution;
- (iv) 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;
- (v) 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;
- (vi) any attempt to perform any act referred to in clause (iv) or (v) above;
- (vii) 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 (i), (ii), (iii), (iv), (v) or (vi) above.

If the company alleges that, by reason of clause A (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

(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 exception, 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 exception (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 the company alleges that, by reason of clause (C) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

3 Nuclear

Except as regards the Personal Accident sections this policy does not cover:

- (i) any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
 - (b) nuclear material, nuclear fission or fusion, nuclear radiation;
 - (c) nuclear explosives or any nuclear radiation;
 - (d) nuclear waste in whatever form;

regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

(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 this absence of this General exception and Special extension thereto.

4 Asbestos

We will not pay for any legal liability, loss, damage, cost or expense related to or caused by or in respect of any consequential loss directly or indirectly caused by arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

SECTION 1 – HOUSEOWNERS (BUILDINGS)

DEFINITIONS IN RESPECT OF THIS SECTION

The insured property means:

- A - the building of the private dwelling, house, including permanent fitted carpets, domestic outbuildings, offices, private garages, carports, tennis courts and unless specifically agreed constructed of brick, stone or concrete and roofed with slate, tiles, metal, concrete or asbestos and including landlord's fixtures and fittings therein or thereon;
- B - walls, gates, fences and permanent fixed paving on the same premises;
- C - spas, saunas, swimming pools, domestic water pumping machinery and solar heating panels;
- D - TV or radio aerials, satellite dishes, masts and lightning conductors.

COVER PROVIDED

We will indemnify you, limited to the sum insured as stated in the schedule, by payment or, at our option, by replacement or by repair the loss or damage following from any of the insured contingencies.

Insured contingencies.

1 Loss or damage to the insured buildings caused by:

- 1.1 Fire, explosion and lightning,
- 1.2 Storm and flood, but excluding:
 - 1.2.1 a rise in the underground water table or pressure caused thereby;
 - 1.2.2 subsidence, which is more specifically insured.
- 1.3 Earthquake, but excluding earth tremor arising from any mining operations.
- 1.4 Aircraft or any object falling from the sky.
- 1.5 Leaking or overflowing from geysers, pipes, appliances, cisterns, baths and fixed water tanks and other water carrying apparatus but excluding subsidence which is more specifically insured.
- 1.6 The repair or replacement of household pipes;
- 1.7 Escape of water or oil from a defective water or oil-fired heating installation.
- 1.8 Collision by any road vehicle, falling trees (except intentionally felled) or collapse of TV or radio aerials, satellite dishes, masts.
- 1.9 Housebreaking or theft, provided that if the insured building is vacant, let, sub-let or lent there is visible and forcible entry or exit.
- 1.10 The malicious act of any person, but excluding any act by any tenant or any person occupying the buildings or any part thereof.
- 1.11 Subsidence and landslip from any cause but excluding:
 - 1.11.1 Destruction of/or damage to watercourses, boundary, garden, screen and retaining walls, gates, posts, fences, driveways, paving, swimming pool surrounds, tennis courts; or
 - 1.11.2 Damage caused as a result of the contraction and/or expansion of soil as is experienced in clay and other similar types of soil; or
 - 1.11.3 Damage which existed at the commencement of the policy; or
 - 1.11.4 Damage caused by faulty design, construction or inadequate compaction; or
 - 1.11.5 Damage caused as a result of any alterations, additions or repairs; or
 - 1.11.6 Damage caused as a result of excavations, removal or weakening of support.

2 Geyser(s)

Following the bursting or leaking of a fitted geyser;

- 2.1 we will pay for the repair or the replacement thereof but subject to the amount stated in the addendum.
- 2.2 we will not pay for the repair or replacement of defective elements, thermostats or valves.

3 Building/s under erection or alteration

While the building is under construction or being structurally altered cover under this policy is limited to contingencies 1.1 to 1.4.

4 Loss of rent/rental value

Following loss or damage to the building by an insured peril rendering it uninhabitable;

We will pay for:

- 4.1 loss of the actual rental where the building is let;
- 4.2 the reasonable rental value of the unfurnished building or part thereof if occupied by you, provided that the period is limited to a reasonable period necessary for reinstatement and limited to 20% of the sum insured.

5 Accidental damage to public supply or mains connections

We will indemnify you against accidental damage to water, sewerage, gas, electricity and telephone connections for which you are legally liable between the insured building and the public supply or mains connection.

6 Accidental breakage of glass and sanitaryware

We will, while the building is furnished and occupied, pay for accidental breakage of;

- 6.1 fixed glass windows, glass in doors, fanlights, skylights, greenhouses, conservatories, stoves, ovens, verandas, mirror glass; and fixed sanitary ware.

Excluding chipping, scratching and other disfiguration.

7 Fees

We will pay for costs limited to 10% of the sum insured necessarily incurred by you with our consent;

- 7.1 in demolishing the dwelling;
 - 7.2 for removing debris from the site;
 - 7.3 for erecting hoardings required for building operations;
 - 7.4 for architect's, quantity surveyor's and consulting engineer's fees;
 - 7.5 for local authorities fees;
- following loss, destruction or damage to the property by an insured event.

CONDITIONS

1 Interest of the mortgagee

If the insured property is mortgaged, the interest of the mortgagee:

- 1.1 ranks prior to your interest;
- 1.2 is limited to the amount owing on the financial agreement to the mortgagee by you in respect of the insured property;
- 1.3 will not be invalidated by any act or omission of yours if such act or omission occurs without the mortgagee's knowledge.

2 Tenants

Should a tenant of yours or occupant, without your knowledge or consent, do or omit to do anything which would invalidate this section, cover will not be provided that:

- 2.1 you notify us of such act or omission as soon as it comes to your knowledge;
- 2.2 you pay any additional premium relating to the change in risk.

SPECIFIC EXCLUSIONS

We will not pay for loss or damage, cost or expense related to or caused by or in respect of:

- 1 consequential loss of any kind;
- 2 any gradually operating cause, including wear and tear, scorching, rust or gradual deterioration or destruction by pests, vermin or animals;
- 3 defects in design or construction;
- 4 buildings not maintained in a good order and condition;
- 5 damage to pipes, fixed water tanks and other water carrying apparatus;
- 6 wooden fences and gates caused by fire, storm or flood;
- 7 roots or weeds;
- 8 netting, shade netting, canvas or materials of similar nature;
- 9 retaining walls unless constructed according to approved structural engineer's specifications;
- 10 planted hedges, wire fences, soil, vinyl or plastic-pools, automatic pool cleaners and pool covers;
- 11 any act of the insured committed while drunk, insane, or acting with diminished responsibility whether or not such person was capable of forming any intention at the time such act was committed;
- 12 loss or damage to any insured property related to your profession, business or farming operations unless specifically agreed;
- 13 any increased cost as a result of the unavailability of matching materials;
- 14 any loss or damage which is the subject of a valid manufacturers warranty.

8 Accidental death cover

Benefit.

We will pay to the estate the benefit of R12500 upon the death of the insured person, provided that death has resulted from, and within 365 days of, an accidental bodily injury occurring during the period of insurance, but excluding the following;

- 8.1 suicide, attempted suicide or intentional self-injury;
- 8.2 an accident occurring while the insured person is under the influence of alcohol or any drug not prescribed by a registered medical practitioner;
- 8.3 flying or any form of airborne aerial activity, except while travelling on a recognised airline;
- 8.4 war, invasion or act of foreign enemy hostility [whether war is declared or not], terrorism, civil war, rebellion, revolution, insurrection or military or usurped power.

Accidental bodily injury

Means bodily injury resulting solely and directly from accidental external violent and visible means and does not include illness or disease or any naturally occurring condition or degenerative process.

Insured person

Means the insured named in the schedule, or in the event of joint ownership the first deceased. This benefit is not available if the policy is in the name of a deceased estate, a trust, a company, a closed corporation or any juristic person.

Occupation, travel and residence

Unless otherwise stated the policy is free from restrictions relating to occupation, travel or residence.

Notice of claim

In the event of a fatal accident or bodily injury written notice must be given to us within 120 days of the occurrence.

SECTION 2 – HOUSEHOLDERS (CONTENTS)

DEFINITIONS IN RESPECT OF THIS SECTION

Dwelling – means the private residence and domestic outbuildings and unless specifically agreed constructed of brick, stone, concrete and roofed with slate tiles, tiles, metal, concrete or asbestos and permanently occupied for domestic use by yourself or members of your family .

Insured property – means household goods and personal effects which belong to you or for which you are responsible while contained in the dwelling at the risk address.

1 COVER PROVIDED

We will indemnify you by replacement, repair or payment in cash in respect of the insured property lost or damaged by any of the insured events at their current replacement value, limited to the insured amount stated in the policy schedule.

The insured events are:

1.1 Fire, lightning, explosion, storm, wind, hail or snow, including the insured contents while temporarily in any other dwelling owned or occupied by yourself or any member of your family;

but excluding destruction or damage: to property in the open, arising out of any process necessarily involving the use or application of water.

1.2 Earthquake;

1.3 Loss or damage resulting from the bursting, leaking or overflowing of water carrying apparatus or fixed oil-fired heating apparatus;

1.4 The deliberate act of any person other than yourself;

1.5 Damage to the insured property following violent collision to it;

1.6 Theft or attempted theft,

1.6.1 from the dwelling as stated in the policy schedule, but limited to 5% of the sum insured unless there is forcible and violent entry or exit;

1.6.2 from any other building, but limited to 5% of the sum insured unless there is forcible and violent entry or exit.

1.6.3 from any storage depot or a bank safe deposit if there is forcible and violent entry or exit but limited to R5 000 unless noted on the policy schedule;

1.6.4 of laundry, garden furniture and swimming pool equipment , excluding the motor or filter, from the grounds of the dwelling but limited to R5 000 any one claim.

1.6.5 of the insured property while being moved by professional removers during a permanent change of risk address;

1.6.6 of the insured property while in transit from a furniture storage depot or a bank safe deposit.

2 Costs reasonably and necessarily incurred in respect of:

2.1 Keys/Locks

For replacement of keys, cardkeys or locks in respect of the dwelling as a result of it being lost, stolen or damaged. Cover is limited to R2 000.

2.2 Documents

For reinstating documents or obtaining duplicates in respect of your personal documents. Cover is limited to R1 000 for any one event.

2.2.1 Excluding share certificates and other negotiable documents.

2.2.2 We will not be liable for the value of the contents of such documents.

2.3 Veterinary Expenses

Veterinary expenses for bodily injury which your domestic animal sustains in a road accident. Cover is limited to 1% of the sum insured.

2.4 Fire brigade charges

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

2.5 ATM Assault

Medical treatment rendered by a qualified medical practitioner resulting from injuries sustained following assault while operating an automatic teller machine.

Cover is limited to 1% of the sum insured.

2.6 Personal property of Guests

Loss or damage to property belonging to guests temporarily residing with you.

Cover is limited to 2% of the sum insured.

We do not pay for property covered under another policy.

2.7 Personal property of a Domestic employee

Loss or damage to property belonging to a domestic employee, caretaker/nursing employee while inside your buildings.

Cover is limited to 2% of the sum insured.

We do not pay for property covered under another policy.

2.8 Contents of refrigerators and freezers

Deterioration of foodstuffs contained in any refrigerator/freezer in the dwelling by accidental failure of the public electricity supply or breakdown of or accidental damage to the unit.

Cover is limited to 2% of the sum insured.

2.9 Fatal Injury

If the insured is fatally injured in the dwelling as a result of actions by burglars or fire.

Cover is limited to R10 000.

2.10 Cash cards and credit cards

Financial loss sustained by yourself for the fraudulent use of cash– or credit cards belonging to you.

Provided that you have complied with the terms and conditions of the card issuing authority.

Cover is limited to R2 000.

2.11 Hole-in-one (Golf) or Full total (Bowls)

Expenses incurred when you scored a Hole-in-one or Full total playing as an amateur at any recognised golf club or bowling club affiliated to a provincial golf union or bowls club during a game played in terms of the official rules of golf or bowls, provided we receive written confirmation from the secretary/captain of the club.

Cover is limited to R1 000.

2.12 Household goods in transit

Loss or damage to household goods and groceries while in transit to or from any place of purchase, repair or renovation in your or your spouse's custody, following a collision or overturning of the conveying motor vehicle, or to such goods while contained in a locked boot or concealed in a compartment forming part of a locked vehicle by forcible and visible entry to the motor vehicle.

Cover is limited to 3% of the sum insured.

2.13 Emergency storage costs

Storage costs necessarily incurred by you to safeguard your contents after the occurrence of an insured peril.

Cover is limited to R10 000.

2.14 Security Guards

Cost for the employment of security guards necessarily incurred to protect the insured contents at the risk address following an occurrence resulting from an insured peril.

Cover is limited to R3 000.

2.15 Loss of Money

The loss of money or negotiable instruments while inside you're dwelling and caused by an insured peril.

Cover is limited to R500.

Theft of money must be accompanied by forcible and violent entry or exit.

2.16 Loss of Rent

Following loss or damage by an insured event, rendering the building uninhabitable;

We will pay for:

2.16.1 rent for which you are legally liable;

2.16.2 any reasonable additional costs incurred in providing alternative board and lodging for yourself, your family and domestic help normally residing with you, provided that the period is limited to a reasonable period necessary for reinstatement.

Cover is limited to 20% of the sum insured.

2.17 Accidental breakage of glass and sanitary ware

Accidental breakage of minor glass, plate glass tops of furniture or fixed glass forming part of any stove, oven or furniture.

Provided the building is occupied and furnished and it excludes radio, television or computer screens

2.18 Leakage of water

Accidental leakage of water, if you are responsible to pay for the cost of the water, from household pipes which are on your premises or in your building.

We shall not be liable for:

2.18.1 more than two separate incidents in a period of 12 months;

2.18.2 claims as a result of leaking – taps, geysers, toilet cisterns and swimming pools;

2.18.3 losses while the property is unoccupied for a period in excess of 30 days;

2.18.4 the repair cost or replacement of pipes

2.18.5 any costs exceeding R2000.

2.19 No claim bonus

If you had no claim during the last insurance period your renewal premium will be adjusted as stated in the general conditions.

3 SPECIFIC EXCLUSIONS

We will not be liable in terms of this section for:

3.1 theft from the dwelling while lent, let or sublet unless there is visible evidence of forcible and violent entry or exit;

3.2 theft or attempt thereat from any holiday premises unless there is visible evidence of forcible and violent entry or exit;

3.3 precious metals, stones, jewellery, furs, rugs, carpets, works of art and collections of any kind exceeding one third of the sum insured unless specifically agreed;

3.4 loss or damage to computers and/or accessories and/ or software being used for professional or trade purposes;

3.5 the value of information of any description lost on tapes discs of any description for any reason or cause whatsoever;

OPTIONAL COVER

1 Accidental damage (if stated in the policy schedule)

We will indemnify you for accidental damage to household goods in the dwelling;

We are not responsible for;

1.1 not more than R3 000 for any single item;

1.2 not more than R5 000 for any one set;

1.3 not more than R25 000 for any one claim.

We will not be liable for loss, destruction or damage:

1.4 caused by or resulting from wear and tear, depreciation, electrical or mechanical breakdown, rust, mildew, moth, vermin, insects, any other gradual operating cause, processes or dyeing, cleaning or renovating, the action of light or atmospheric conditions;

1.5 to furniture or domestic appliances by scratching, denting or chipping;

1.6 to musical instruments by scratching, bruising, breakage of strings or reeds and splitting of skins;

1.7 to firearms, video or audio tapes or articles of china or glass;

1.8 by overwinding of clocks or other mechanical apparatus;

1.9 to tools, automatic pool cleaners, garden furniture, cellphones and laptop computers.

2 Home industry stock (if stated in the policy schedule)

We will indemnify you for loss or damage to stock relating to a home industry carried out by you or your immediate family residing at the insured premises as a result of insured events as defined under 1 Cover Provided.

We are not responsible for;

- 2.1 more than R3 000 for any single item;
- 2.2 more than R25 000 for any one claim; or
- 2.3 more than R25 000 during any 12 month period.

The value of each item of stock will be restricted to the cost price of such item and not the intended sale price.

SPECIFIC WARRANTY

1 Protection Warranty

You warrant that the dwelling referred to in the policy has the following protections against the risk of theft/burglary;

- 1.1 all opening windows and doors including sliding doors and louver windows are protected by burglar bars or security gates. This will not apply to those windows of upstairs-situated flats from which there is a sheer drop to the ground level or to upstairs windows of double storeyed dwellings where such windows are not accessible from the ground.

and/or

- 1.2 an automatic alarm system with adequate trigger devices that results in radio warning to an SAIDSA approved 24-hour response security company. You warrant that such burglar alarm system is kept in working order and activated when the premises are unoccupied.

SECTION 3 – ALL RISKS

DEFINITIONS IN RESPECT OF THIS SECTION

General unspecified property means –

- * Clothing;
- * personal effects generally worn or designed to be carried on a person;
- * sporting equipment normally worn or used by a person participating in sport;
- * pedal cycles valued up to R1 000.

We will not pay for:

- 1 more than R1 000 for any one article, pair or set.
- 2 car sound equipment, cellular phones, contact lenses unless specified in the policy schedule.

Specified property means –

any property specifically described in the policy schedule.

COVER PROVIDED

If the event of the general unspecified and/or specified property insured is lost or damaged, we may choose to pay, replace or repair the lost or damaged property. The amount payable will be the current replacement cost limited to the sum insured as stated in the policy schedule.

SPECIFIC EXCLUSIONS

We will not pay for loss or damage:

- 1 to money, documents, airtime voucher;
- 2 motor vehicles, trailers, caravans, air and watercraft;
- 3 to property lost from an unattended vehicle unless the property was concealed in a locked boot or compartment and there is violent and forcible entry into the vehicle;
- 4 wear and tear and depreciation;
- 5 electrical or mechanical breakdown not accompanied by other damage;
- 6 the special value any article may have as a set;
- 7 loss or damage caused:
 - 7.1 due to depreciation or gradual causes such as wear and tear, rust, mildew, corrosion or decay;
 - 7.2 caused by any process of cleaning, dyeing or renovating;
- 8 to bicycles when not in use unless locked to an immovable object with the intention of preventing theft;
- 9 loss, damage or breakage covered in terms of a factory guarantee, service contract lease or hire–purchase, financing or any similar agreement;

Car Sound Equipment

Loss of or damage to sound equipment as specifically described in the policy schedule and installed in your vehicle. It is agreed that if the sound equipment is fitted with a removable anti–theft device, the device may not be fitted to the vehicle if left unattended.

We will not pay for:

- 1 Sound tapes and/or compact discs
- 2 Any amount exceeding the sum insured.

Cellular phones and Equipment

Loss of or damage to cellular phones and equipment specifically described in the policy schedule. If the cellular phone is lost or damaged by an event covered in terms of this policy and a suitable replacement is not available resulting in the hands–free car kit being unusable we will replace it with a kit compatible to the replacement phone.

We will not pay for:

- 1 Cellphones stolen out of unattended vehicles;
- 2 The cost of a new contract ;
- 3 Any amount exceeding the sum insured.

First amount payable

You will be liable and responsible for the first amount payable as shown in the attached addendum which can be amended from time to time.

SECTION 4 – MOTOR VEHICLE

SUB-SECTION 1 – LOSS OR DAMAGE

DEFINITIONS IN RESPECT OF THIS SECTION

Class 1 motor vehicles – means private type motor cars, including station wagons and similar vehicles designed to seat not more than 12 people including the driver, as well as LDV's, minibuses and panel vans not exceeding 3 500 kg in gross vehicle mass.

Class 2 vehicles – means motor cycles including motor scooters, three-wheeled vehicles.

Driver's licence – a valid driver's licence in compliance with legislation of the specific region where the vehicle is used at the time of the loss or damage. A person learning to drive must comply with the legislation concerning learner drivers.

Territorial limits –

The territorial limits of this policy are;

The Republic of South Africa; Namibia, Lesotho, Botswana, Swaziland, Zimbabwe and Mozambique provided that:

- (a) if the insured vehicle is damaged /hijacked/stolen and recovered damaged outside of the borders of the Republic of South Africa then the insured shall be responsible for the costs and expenses involved for the delivery of the insured vehicle to the South African side of the nearest borderpost as well as;
- (b) the delivery after repair extension is deleted.

COVER PROVIDED

Comprehensive cover

We will indemnify you against loss of or damage to the insured vehicle including standard fitted accessories, tools and factory fitted sound equipment.

We may at our option repair, reinstate, or replace the insured vehicle or may pay in cash the amount of the loss or damage, not exceeding the reasonable retail value of the insured vehicle at the time of the loss, but limited to the sum insured. For the purpose of this policy "retail value of the insured vehicle" shall be the retail value as reflected in the Mead and McGrouther's Auto Dealers Guide.

Third party, fire and theft cover

Loss or damage to the vehicle caused by fire, lightning explosion, theft or attempted theft.

Balance of third party cover only

Cover is limited to liability to third parties as defined in sub section 2 – Liability to third parties.

1 Replacement of a new vehicle

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, provided the vehicle is not older than 6 months after date of first registration or has not completed more than 30 000 kilometres.

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

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

2 Credit Agreement

If a valid claim occurs and we know that the vehicle is the subject of an extended sales 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, any balance will be payable to you.

3 Unavailability of parts

If any part necessary for the repair of the vehicle is not available in the Republic of South Africa as standard part, we will pay an amount equal to the value of the part at the time of loss or damage. The amount includes the reasonable cost to transport the part (excluding air transport).

4 Glass

We will pay for damage to window and headlamp glass without alteration of the claim-free-group

5 Accident management

This program will assist you at the scene of a motor accident by having any insured vehicle requiring a tow to be:

- 5.1 removed by an approved tow operator; and
- 5.2 taken to an approved panelbeater with the purpose of controlling your claim costs as well as avoiding storage and release fees.

To be assisted you must phone the relevant number from the scene of the accident. This telephone number appears on the sticker provided to you. This service is in operation on a 24 hour 7 days a week basis.

Any tow, storage or release fees which are incurred where this procedure was not followed will be for your own account.

6 Emergency expenses

If the insured vehicle is disabled due to any loss or damage insured under this policy.

- 6.1 We will pay for emergency repairs up to R3000.
- 6.2 The emergency repairs must be due to loss or damage insured under this policy and you may approve it without our prior consent, you must obtain an itemised invoice and forward it to us.

7 Towing of disabled vehicles

You may tow any disabled mechanically propelled motor vehicle and we will indemnify you in terms of sub section 2 – liability to third parties– of this policy in respect of liability in connection with the towed vehicle provided that:

- 7.1 the vehicle is not towed for reward;
- 7.2 we will not be liable for damage to the towed vehicle or property conveyed by such vehicle.

8 Medical Expenses – applicable to comprehensively insured vehicles only

If any occupant of the vehicle sustains accidental bodily injury as a direct result of an accident, theft or attempted theft we will compensate for the medical expenses in connection with the injury up to R2 000 for each occupant injured. If the vehicle is a light delivery vehicle, only the medical expenses of a person inside the driver's cabin are covered.

9 Emergency Accommodation

Emergency accommodation for you and any passenger travelling with you, up to R500 per person, but not exceeding R2 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 or damage to the vehicle. The loss or damage must be covered under this section.

10 Keys and Locks

Loss of or damage to locks, keys, cardkeys and remote control units of the insured vehicle. Cover is limited to R2 500 per event.

11 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 are due to the accident or breakdown.

12 Security warranty

If you have declared any security measures to us or if we require measures, or a discount has been given, the security device must be in a working condition, subscription fees in respect of tracking devices must be fully paid to date. If this has not been done we will not be liable for the claim.

13 Amendment to driver's licence

You must advise us of any endorsement, suspension or cancellation of your driver's licence during the currency of this policy, including a charge of or conviction for negligent or reckless driving.

14 Changes in risk

You are responsible to inform us of any changes in the information that was provided by you and used by us to calculate a premium. If there are any changes the risk will be reviewed. Any incorrect information may affect the validity of the policy.

15 Claim-free-groups

In the event of no claim being made or arising under this policy during a policy period specified immediately preceding the anniversary of this policy, the anniversary premium will be based on the relevant claim-free-rating of the vehicle, as specified in the general conditions.

16 Car hire (Total loss and partial damage)

- 16.1 We will pay the actual car hire costs of the car as hired by yourself including the cost of delivery for a vehicle (not exceeding a 1600cc engine capacity) on an unlimited distance basis but excluding the cost of fuels and lubricants
 - 16.1.1 if the vehicle cannot be driven following insured loss or damage
 - 16.1.2 while the vehicle remains unrecovered following theft
- 16.2 The period of hire must commence not later than 30 days from the day on which
 - 16.2.1 the vehicle was handed to the motor trade for repair or
 - 16.2.2 the theft of the vehicle was reported to us

16.3 The period of hire must terminate

16.3.1 the day you regain possession of the vehicle or

16.3.2 the day we discharge our liability for total loss of the vehicle or

16.3.3 after a maximum of 30 days

whichever occurs first

16.4 Provided that the order for the hire of a vehicle must be placed through and authorised by us and you accept any terms and conditions imposed upon you by the Car Hire Company.

17 Delivery after repair

We will pay for the reasonable cost to deliver the vehicle to you in the Republic of South Africa, after repair of damage covered under this policy.

CONDITIONS ON SUB SECTION 1 – LOSS OR DAMAGE

The choice you have made is stated in the policy schedule.

DESCRIPTION OF USE

Class of use 1	
You may use the vehicle for:	You may not use the vehicle for:
<ol style="list-style-type: none"> 1 Social purposes 2 Domestic purposes 3 Pleasure purposes 4 Domestic use as housewife 	<ol style="list-style-type: none"> 1 Travel to and from your place of employment 2 Business purposes 3 Carriage of fare-paying passengers 4 Carriage of goods for reward 5 Carriage of more load or passengers than that for which the vehicle is designed or licensed to carry 6 Driving instruction for reward 7 Towing of a vehicle for reward 8 Hiring of the vehicle for reward 9 Any type of contest or race involving driving of any kind 10 Motortrade purposes except for the repair or upkeep of the vehicle.
Class of use 2	
You may use the vehicle for:	You may not use the vehicle for:
<ol style="list-style-type: none"> 1 Social purposes 2 Domestic purposes 3 Pleasure purposes 4 Domestic use as housewife 5 Travel to and from place of employment 6 Business travel but limited to 3 000 km per year 	<ol style="list-style-type: none"> 1 Carriage of fare-paying passengers 2 Carriage of goods for reward 3 Carriage of more load or passengers than that for which the vehicle is designed or licensed to carry 4 Driving instruction for reward 5 Towing of a vehicle for reward 6 Hiring of the vehicle for reward 7 Any type of contest or race involving driving of any kind 8 Motortrade purposes except for the repair or upkeep of the vehicle.
Class of use 3	
You may use the vehicle for:	You may not use the vehicle for:
<ol style="list-style-type: none"> 1 Social purposes 2 Domestic purposes 3 Pleasure purposes 4 Domestic use as housewife 5 Travel to and from place of employment 6 Business travel but limited to 24 000 km per year 	<ol style="list-style-type: none"> 1 Carriage of fare-paying passengers 2 Carriage of goods for reward 3 Carriage of more load or passengers than that for which the vehicle is designed or licensed to carry 4 Driving instruction for reward 5 Towing of a vehicle for reward 6 Hiring of the vehicle for reward 7 Any type of contest or race involving driving of any kind 8 Motortrade purposes except for the repair or upkeep of the vehicle.
Class of use 4	
You may use the vehicle for:	You may not use the vehicle for:
<ol style="list-style-type: none"> 1 Social purposes 2 Domestic purposes 3 Pleasure purposes 4 Domestic use as housewife 5 Travel to and from place of employment 6 Unlimited business travel 	<ol style="list-style-type: none"> 1 Carriage of fare-paying passengers 2 Carriage of more load or passengers than that for which the vehicle is designed or licensed to carry 3 Driving instruction for reward 4 Towing of a vehicle for reward 5 Hiring of the vehicle for reward 6 Any type of contest or race involving driving of any kind 7 Motortrade purposes except for the repair or upkeep of the vehicle.

Description of use Class 2 vehicles only

Private use, Social, domestic and pleasure purposes, including travel to and from work

but excluding Off-road excursions or use and contests of any kind.

Off-road excursions or use is the use of the vehicle for driving or riding on rough ground away from a road. A road is considered to be a road or track with a bitumen, concrete or gravel surface which is regularly maintained, and upon which a reasonable person would normally drive or ride a light passenger motor vehicle. The indemnity to you shall continue to operate while such vehicle is in the custody or control of a member of the motor trade and is used solely for the purpose of its overhaul, upkeep or repair.

EXCLUSIONS IN RESPECT OF SUB-SECTION 1 – LOSS OR DAMAGE

The following are not covered:

- 1 mechanical, electric or electronic breakdown, depreciation or gradual deterioration of whatsoever cause;
- 2 damage to tyres caused by the application of brakes or punctures, cuts or bursts;
- 3 damage to the suspension caused by uneven roads or impact with such unevenness;
- 4 damage to the vehicle caused by or attributable to an unroadworthy condition of the vehicle;
- 5 loss of or damage to non-factory fitted sound equipment or telephone equipment unless more specifically insured;
- 6 loss of or damage to the vehicle which arise:
 - 6.1 outside the territorial limits, unless the vehicle is transported by sea between ports within the territorial limits;
 - 6.2 if the vehicle is used for any purpose other than according to the relevant condition of use opted for;
 - 6.3 any transaction in connection with any exchange-, cash-, of credit-sale- transaction, including theft through false pretences and/or fraud;
 - 6.4 while you drive or tow the vehicle under the influence of intoxicating liquor or drugs, or your blood alcohol concentration exceeds the legal limit;
 - 6.5 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;
 - 6.6 while you or any other person drives or tows the vehicle with your express or implied permission, without a driver's licence.
- 7 consequential loss or damage of any kind.

SUB-SECTION 2 – LIABILITY TO THIRD PARTIES

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 other vehicle.

Occurrence which leads to:

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

2 Liability if another person drives or uses the insured vehicle

Legal liability for amounts which another person must pay as compensation.

We are not liable if the other person:

- 2.1 drives the vehicle without your expressed or implied permission;
- 2.2 is entitled to indemnity under another policy;
- 2.3 does not comply with the terms of this policy;
- 2.4 has cancelled or refused vehicle insurance or continuance thereof by an Insurer.

3 Limit of indemnity

In the event of an accident involving indemnity to more than one person, any limitation by the terms of this policy of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified, and such indemnity shall apply in priority to you. Our liability under this section shall be limited in respect of any one accident or series of accidents arising out of one event to R2 500 000.

4 Representation/defence

We shall be entitled, at our discretion, to arrange for;

- 4.1 representation at any inquiry;
- 4.2 the defence of civil or any other proceedings in any Court of Law arising from any act related to an indemnification event.

EXCLUSIONS IN RESPECT OF SUB-SECTION 2 – LIABILITY TO THIRD PARTIES

The following are not covered, unless specifically stated otherwise:

- 1 legal cost 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:
 - 2.1 any person who is a member of your immediate family;
 - 2.2 any person who normally resides at your residence, including domestic servants,
 - 2.3 any of your employees while in the course of their employment.
- 3 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 yourself.
- 4 the part of any compensation which is provided for by legislation on compulsory motor vehicle accident insurance valid in the territorial limits;
- 5 liability for death, injury or damage caused by or arising out of the operation, demonstration of use of any tool or plant forming part of or attached to or used in connection with such vehicle, or anything manufactured by or contained in any such tool or plant, when used for purposes other than maintenance or repair of the vehicle;
- 6 liability for death, injury or damage caused beyond the limits of any carriageway or thoroughfare or road;
- 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 liability due to accidental death of or injury to any person being conveyed in or on a caravan or motor cycle, or in the open portion of a light delivery vehicle or trailer, or entering or getting on to or alighting from any vehicle;
- 10 costs, expenses or liability which
 - 10.1 arise outside the territorial limits.
 - 10.2 If the vehicle is used for any other purpose other than the condition of use opted for;
 - 10.3 while you drive the vehicle under the influence of intoxicating liquor or drugs, or your blood alcohol concentration exceeds the legal limit;
 - 10.4 while any other person drives or tows the vehicle or other vehicle with your express or implied permission, and who is, to your knowledge, under the influence of intoxicating liquor or drugs;
 - 10.5 while you or any other person drives or tows the vehicle with your express or implied permission, without a driver's licence irrespective of where it is driven or towed.

SECTION 5 – ADDITIONAL MOTOR VEHICLE (4X4 AND SIMILAR TYPES)

SUB- SECTION 1 – LOSS OR DAMAGE

DEFINITIONS IN RESPECT OF THIS SECTION

Vehicle – means:

- (a) any 4x4 vehicle (excluding sedans) not exceeding 3 500 kg in gross vehicle mass
- (b) any 2x4 double-cab vehicle not exceeding 3 500 in gross vehicle mass
- (c) any 4 wheel motor cycle

Driver's licence – a valid driver's licence in compliance with legislation of the specific region where the vehicle is used at the time of the loss or damage. A person learning to drive must comply with the legislation concerning learner drivers.

COVER PROVIDED

Comprehensive cover

We will indemnify you against loss of or damage to the insured vehicle including standard fitted accessories, tools and factory fitted sound equipment.

We may at our option repair, reinstate, or replace the insured vehicle or may pay in cash the amount of the loss or damage, not exceeding the reasonable retail value of the insured vehicle at the time of the loss, but limited to the sum insured. For the purpose of this policy "retail value of the insured vehicle" shall be the retail value as reflected in the Mead and McGrouther's Auto Dealers Guide.

Third party, fire and theft cover

Loss or damage to the vehicle due to fire, lightning or explosion, theft or attempted theft.

Balance of third party cover only

Liability to third parties as described in sub section 2 (liability) sub section 1 (loss or damage) is not applicable when this cover is selected.

1 Replacement of a new vehicle

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, provided the vehicle is not older than 6 months after date of first registration or has not completed more than 30 000 kilometres.

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

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

2 Credit Agreement

If a valid claim occurs and we know that the vehicle is the subject of an extended sales 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, any balance will be payable to you.

3 Unavailability of parts

If any part necessary for the repair of the vehicle is not available in the Republic of South Africa as standard part, we will pay an amount equal to the value of the part at the time of loss or damage. The amount includes the reasonable cost to transport the part (excluding air transport).

4 Glass

We will pay for damage to window and headlamp glass without alteration of the claim-free-group.

5 Accident management

This program will assist you at the scene of a motor accident by having any insured vehicle requiring a tow to be:

- 5.1 removed by an approved tow operator; and
- 5.2 taken to an approved panelbeater with the purpose of controlling your claim costs as well as avoiding storage and release fees.

To be assisted you must phone the number as advised to you and which also appears on the sticker provided to you from any accident scene. This service is in operation on a 24 hour 7 days a week basis.

Any tow, storage or release fees which are incurred where this procedure was not followed will be for your own account.

6 Emergency expenses

If the insured vehicle is disabled due to any loss or damage insured under this policy.

6.1 We will pay for emergency repairs up to R3 000;

6.2 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.

7 Towing of disabled vehicles

You may tow any disabled mechanically propelled motor vehicle and we will indemnify you in terms of sub section 2 – liability to third parties- of this policy in respect of liability in connection with the towed vehicle provided that;

7.1 the vehicle is not towed for reward;

7.2 we will not be liable for damage to the towed vehicle or property conveyed by such vehicle.

8 Medical Expenses – applicable to comprehensively insured vehicles only

If any occupant of the vehicle sustains accidental bodily injury as a direct result of an accident, theft or attempted theft we will compensate for the medical expenses in connection with the injury up to R2 000 for each occupant injured. If the vehicle is a light delivery vehicle, only the medical expenses of a person inside the driver's cabin are covered.

9 Repatriation to South Africa and Emergency

In the event of the insured vehicle becoming incapacitated in any territory outside the borders of the Republic of South Africa as a direct result of an insured event we shall pay for:

9.1 the cost of repatriation of your vehicle and its occupants up to an amount of R15 000;

9.2 emergency accommodation for you and any passenger travelling with you, up to R500 per person, but not exceeding R2 000 per event.

10 Airborne technical assistance outside RSA

In the event of the insured vehicle being incapacitated on any territory outside the borders of the Republic of South Africa, but within the territorial limits as result of major mechanical breakdown or malfunction of any electronic security device, airborne technical assistance will be provided by qualified technicians. Cover is limited to R7 500.

11 Keys and Locks

Loss of or damage to locks, keys, cardkeys and remote control units of the insured vehicle. Cover is limited to R2 500 per event.

12 Mechanical and electrical breakdown for winching equipment

If the winching equipment or any part of it attached to the insured vehicle is lost or damaged as a direct consequence of mechanical or electrical breakdown we will indemnify you by paying for its repair or replacement. Cover is limited to R3 000.

13 Outdoor accessories

In addition to the amount payable in terms of Indemnity to you, we shall pay for outdoor equipment attached to and which forms part of or is normally used in conjunction with your insured vehicle provided the total amount payable by us shall not exceed the limit of indemnity shown in the policy schedule.

14 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 are due to the accident or breakdown.

15 Security warranty

If you have declared any security measures to us or if we require measures or a discount has been given, the security device must be in a working condition, subscription fees in respect of tracking devices must be fully paid to date. If this has not been done we will not be liable for the claim.

16 Amendment to driver's licence

You must advise us of any endorsement, suspension or cancellation of your licence during the currency of this Policy, including a charge of or conviction for negligent or reckless driving.

17 Changes in risk

You are responsible to inform us of any changes in the information that was provided by you and used by us to calculate a premium. If there are any changes the risk will be reviewed. Any incorrect information may affect the validity of the policy.

18 Claim-free-groups

In the event of no claim being made or arising under this policy during a policy period specified immediately preceding the anniversary of this policy, the anniversary premium will be based on the relevant claim-free-rating of the vehicle, as specified in the general conditions.

19 Car hire (total loss and partial damage)

19.1 We will pay the actual car hire costs of the car as hired by yourself including the cost of delivery for a vehicle (not exceeding a 1600cc engine capacity) on an unlimited distance basis but excluding the cost of fuels and lubricants.

19.1.1 if the vehicle cannot be driven following insured loss or damage;

19.1.2 while the vehicle remains unrecovered following theft.

19.2 The period of hire must commence not later than 30 days from the day on which

19.2.1 the vehicle was handed to the motor trade for repair; or

19.2.2 the theft of the vehicle was reported to us.

19.3 The period of hire must terminate

19.3.1 the day you regain possession of the vehicle; or

19.3.2 the day we discharge our liability for total loss of the vehicle; or

19.3.3 after a maximum of 30 days

whichever occurs first.

19.4 Provided that the order for the hire of a vehicle must be placed through and authorised by us and you accept any terms and conditions imposed upon you by the Car Hire Company.

20 Delivery after repair

We will pay for the reasonable cost to deliver the vehicle to you in the Republic of South Africa, after repair of damage covered under this policy

CONDITIONS ON SUB-SECTION 1 – LOSS OR DAMAGE

The choice you have made is stated in the policy schedule.

Class of use 1	
You may use the vehicle for:	You may not use the vehicle for:
<ol style="list-style-type: none"> 1 Social purposes 2 Domestic purposes 3 Pleasure purposes 4 Domestic use as housewife 	<ol style="list-style-type: none"> 1 Travel to and from your place of employment 2 Business purposes 3 Carriage of fare paying passengers 4 Carriage of goods for reward 5 Carriage of more load or passengers than that for which the vehicle is designed or licensed to carry 6 Driving instruction for reward 7 Towing of a vehicle for reward 8 Hiring of the vehicle for reward 9 Any type of contest or race involving driving of any kind 10 Motortrade purposes except for the repair or upkeep of the vehicle.
Class of use 2	
You may use the vehicle for:	You may not use the vehicle for:
<ol style="list-style-type: none"> 1 Social purposes 2 Domestic purposes 3 Pleasure purposes 4 Domestic use as housewife 5 Travel to and from place of employment 6 Business travel but limited to 3 000 km per year 	<ol style="list-style-type: none"> 1 Carriage of fare paying passengers 2 Carriage of goods for reward 3 Carriage of more load or passengers than that for which the vehicle is designed or licensed to carry 4 Driving instruction for reward 5 Towing of a vehicle for reward 6 Hiring of the vehicle for reward 7 Any type of contest or race involving driving of any kind 8 Motortrade purposes except for the repair or upkeep of the vehicle.
Class of use 3	
You may use the vehicle for:	You may not use the vehicle for:
<ol style="list-style-type: none"> 1 Social purposes 2 Domestic purposes 3 Pleasure purposes 4 Domestic use as housewife 5 Travel to and from place of employment 6 Business travel but limited to 24 000 km per year 	<ol style="list-style-type: none"> 1 Carriage of fare paying passengers 2 Carriage of goods for reward 3 Carriage of more load or passengers than that for which the vehicle is designed or licensed to carry 4 Driving instruction for reward 5 Towing of a vehicle for reward 6 Hiring of the vehicle for reward 7 Any type of contest or race involving driving of any kind 8 Motortrade purposes except for the repair or upkeep of the vehicle.
Class of use 4	
You may use the vehicle for:	You may not use the vehicle for:
<ol style="list-style-type: none"> 1 Social purposes 2 Domestic purposes 3 Pleasure purposes 4 Domestic use as housewife 5 Travel to and from place of employment 6 Unlimited business travel 	<ol style="list-style-type: none"> 1 Carriage of fare paying passengers 2 Carriage of more load or passengers than that for which the vehicle is designed or licensed to carry 3 Driving instruction for reward 4 Towing of a vehicle for reward 5 Hiring of the vehicle for reward 6 Any type of contest or race involving driving of any kind 7 Motortrade purposes except for the repair or upkeep of the vehicle.

EXCLUSIONS IN RESPECT OF SUB-SECTION 1 – LOSS OR DAMAGE

The following are not covered:

- 1 mechanical, electric or electronic breakdown, depreciation, gradual cause such as wear and tear, rust, mildew, corrosion or decay;
- 2 damage to tyres caused by the application of brakes or 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 non-factory fitted radios and other sound or telephone equipment unless more specifically insured;
- 6 loss of or damage to the vehicle which arise:
 - 6.1 all countries in Africa North of the 15th parallel (North of the Equator) except for loss or damage to the vehicle while in transit by water between ports within the territorial limits;
 - 6.2 if the vehicle is used for any purpose other than according to the relevant condition of use opted for;
 - 6.3 while you drive or tow the vehicle under the influence of intoxicating liquor or drugs, or your blood alcohol concentration exceeds the legal limit;
 - 6.4 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;
 - 6.5 while you or any other person drives or tows the vehicle with your express or implied permission, without a driver's licence as required in terms of legislation applying to the territory in which the vehicle is used.
 - 6.6 any transaction in connection with any exchange-, cash-, or credit-sale-transaction, including theft through false pretences and/or fraud;
- 7 from hail damage at the risk address unless parked under a hailnet or solid roof
- 8 consequential loss or damage of any kind.

SUB-SECTION 2 – LIABILITY TO THIRD PARTIES

- 1 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 other vehicle.

Occurrence which leads to:

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

- 2 **Liability if another person drives or uses the insured vehicle**

Legal liability for amounts which another person must pay as compensation.

We are not liable if the other person:

- 2.1 drives the vehicle without your expressed or implied permission;
- 2.2 is entitled to indemnity under another policy;
- 2.3 does not comply with the terms of this policy;
- 2.4 was refused vehicle insurance or continuance thereof by and Insurer.

- 3 **Limit of indemnity**

In the event of an accident involving indemnity to more than one person, any limitation by the terms of this policy of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified, and such indemnity shall apply in preference to you. Our liability under this section shall be limited in respect of any one accident or series of accidents arising out of one event to R 2 500 000

- 4 **Representation/defence**

We shall be entitled, at our discretion, to arrange for:

- 4.1 representation at any inquiry;
- 4.2 the defence of civil or any other proceedings in any Court of Law arising from any act related to an indemnification event.

EXCLUSIONS IN RESPECT OF SUB-SECTION 2 – LIABILITY

The following are not covered, unless specifically stated otherwise:

- 1 legal cost 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:
 - 2.1 any person who is a member of your immediate family;
 - 2.2 any person who normally resides at your residence, including domestic servants,
 - 2.3 any of your employees while in the course of their employment.
- 3 liability due to accidental 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 yourself.
- 4 the part of any compensation which is provided for by legislation on compulsory motor vehicle accident insurance valid in the territorial limits;
- 5 liability for death, injury or damage caused by or arising out of the operation, demonstration of use of any tool or plant forming part of or attached to or used in connection with such vehicle, or anything manufactured by or contained in any such tool or plant, when used for purposes other than maintenance or repair of the vehicle;
- 6 liability for death, injury or damage caused beyond the limits of any carriageway or thoroughfare or road;
- 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 liability due to accidental death of or injury to any person being conveyed in or on a caravan or motor cycle, or in the open portion of a vehicle or trailer, or entering or getting on to or alighting from any vehicle;

- 10 costs, expenses or liability which arise:
 - 10.1 outside the territorial limits.
 - 10.2 if the vehicle is used for any other purpose other than the condition of use opted for;
 - 10.3 while you drive the vehicle under the influence of intoxicating liquor or drugs, or your blood alcohol concentration exceeds the legal limit;
 - 10.4 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;
 - 10.5 while you or any other person drives or tows the vehicle with your express or implied permission, without a driver's licence as required in terms of legislation applying to the territory in which the vehicle is used.

SUB-SAHARAN AFRICA EVACUATION POLICY (THIS SUB-SECTION FORMS PART OF SECTION 5)

Underwritten separately and independently by Absa Insurance Company Limited in association with Europe Assistance Worldwide Services (South Africa) Limited hereinafter, in terms of cover offered, solely relative to this sub-section, referred to as we, our, us and subject further to the provisions of the Master Policy Number 3465 as detailed hereafter for this sub-section only of Section 5 – Motor

MASTER POLICY NUMBER : 3465

ENDORSEMENT NUMBER : 99/0055

1 Agreement

We will provide you with the Assistance Services and Insurance defined herein for eventualities occurring during the period of cover while you are on a Journey and as otherwise provided herein, subject always to the terms, conditions, exceptions, exclusions and limitations contained in this policy.

2 Limits

Maximum cover of R 250 000 per Insured person per journey, up to a maximum of 4 persons per 4x4 vehicle as defined and stated in the policy schedule, up to a maximum period of 4 calendar months.

DEFINITIONS IN TERMS OF THIS SECTION

In this sub-section definitions have been attached to the following words or phrases, and these definitions will apply throughout the policy:

Insured person/you/your – means any person who is under 70 years of age and who is a permanent resident of the Area.

We/Our/Us – means Absa Insurance Company Limited in association with Europe Assistance Worldwide Services (South Africa) Limited.

4x4 Vehicle – means any 4x4 motor vehicle (excluding sedans) and/or any 2x4 double cab motor vehicles.

Accident, Accidental – means a sudden, unexpected, unusual and specific event which occurs at an identifiable time and place.

Area – means the Republic of South Africa

Bodily Injury – means bodily injury caused by accidental, external, visible and violent means excluding sickness or disease, and shall include bodily injury attributable to or caused by starvation, thirst and exposure to the elements as a result of an accident.

Date of issue – means the date on which the policy was issued, which date must fall prior to your departure on a journey as defined.

Illness – means somatic sickness or disease first manifesting during the period of cover.

Journey – means the period commencing at the time of your departure from the area in the 4x4 vehicle stated in the policy schedule, for the purpose of travelling in a direct and timeous manner either in or from or to Sub-Saharan Africa in the 4x4 vehicle as defined and stated in the policy schedule, until your return to the area.

Period of cover – means the period stated in the policy schedule and cover will terminate at the end of this period or on Your return to the Area, whichever shall occur first, subject always to a maximum period of 4 calendar months cover from your departure to your return to the Area.

Pre – Existing medical condition – means any illness or physical infirmity, including sequelae or complications thereof that in the opinion of a medical practitioner appointed by us can reasonably be related thereto, for which you are receiving or have received medical treatment, advice or investigation in the six months prior to the period of cover.

Sub-Saharan Africa – means all African states south of and including the following countries, Senegal, Guinea, Liberia, Ivory Coast, Burkina (Upper Volta), Nigeria, Cameroon, Central African Republic, Uganda, Kenya, Ethiopia and Somalia.

4 This sub-section is issued on condition that:

- 4.1 At the time of effecting this insurance you are fit to travel and you are not aware of any circumstances or medical condition which could lead to a disruption of your journey or that may necessitate your seeking medical advice or treatment.
- 4.2 This sub-section certificate and brochure shall be read together as one contract which will be governed by the laws of the Republic of South Africa. In the event of any contradiction between this sub-section, certificate and/or brochure, this sub-section shall have preference for the purposes of the contradiction. Any dispute regarding cover given by this sub-section and/or any dispute pertaining to the terms, conditions and exceptions, contained herein shall be referred to arbitration under the arbitration legislation of the Republic of South Africa.
- 4.3 All certificates, information and evidence required by us shall be furnished free of expense, and in such form as we may require.
- 4.4 If at any time any claim to indemnify you arises, under this policy there be any other insurance, including statutory insurance, covering the same expenses or liability we shall not pay more than our rateable portion of such claim and you hereby cede and transfer to us any right, title and interest in and to any cause of a claim that you may have under this sub-section or alternatively, we may at our discretion, take proceedings in your name to recover compensation or secure an indemnity from any third party in respect of any injury, or expense covered by this sub-section and any amount so recovered or secured shall belong to us and you shall give such information and assistance as we may require.
- 4.5 Any saving in or recovery of costs available to you in respect of accommodation or travel shall be refundable to us.
- 4.6 Any misrepresentation or concealment by you or on your behalf in obtaining this sub-section or in support of any claim thereunder shall void this sub-section and the premium in respect thereof shall be forfeited and any money paid or due to you will be forfeited to us.
- 4.7 You shall reimburse us within one month of receiving written request to defray any expense for which we are not liable.
- 4.8 No benefit or refund due to you under this sub-section shall carry interest.
- 4.9 You will take all reasonable precautions to prevent any accidents and to comply with all statutory requirements and regulations and provide us with full information pertaining to other insurances covering the same expenses or liability.
- 4.10 This sub-section shall not apply in respect of entry being refused for whatever reason or detention by customs or other officials or authorities.
- 4.11 Our liability in respect of any benefit is limited to the amount stated in the schedule in respect of any one person with a maximum of 4 persons per 4x4 vehicle as defined and stated in the policy schedule.
- 4.12 After suffering illness or bodily injury for which evacuation costs may be payable under this sub-section, you will when required by us, submit to medical examination and undergo any treatment specified. We will not be liable to make any payment unless this condition is complied with to our satisfaction.
- 4.13 This sub-section is not valid unless a certificate of insurance has been issued and attached so as to form part of the policy and no alteration or addition to or variation and no waiver by us of any of our rights against you thereunder shall be of any force or affect unless reduced to writing and signed by us.
- 4.14 You or your representative will notify us immediately in the event of a claim hereunder but in no event shall such notification be delayed for longer than 30 days after the occurrence of the incident giving rise to the claim and should no notification be received within 30 days, the Insurers will not be liable.
- 4.15 The benefits afforded under this policy shall not apply to regular commuting within the Republic of South Africa.
- 4.16 We reserve the right to suspend, curtail or limit our services in any country or part of a country, which falls within the territorial limits as specified, in the event of rebellion, riot, military uprising, war, labour disturbance and strikes, nuclear accidents, acts of God, refusal by any government authorities to permit us to provide our services or any other event prohibiting service, we will however endeavour to provide services where possible.
- 4.17 We will not be liable in any way after the expiration of twelve months of the occurrence of the claim unless the claim is subject to of pending arbitration or court action.
- 4.18 All necessary currency conversions shall be executed at the selling rate prevailing on the date of the relevant invoice as certified by Absa.
- 4.19 All possible assistance in providing emergency medical assistance and evacuation will be provided to insured persons by the assistance company. The acceptance of such services remains the responsibility of such insured persons.
- 4.20 The 4x4 vehicle as defined and stated in the policy schedule and in which the insured person is travelling must at all times be driven by an individual who holds a valid South African and/or International drivers licence.

5 GENERAL EXCEPTIONS

We will not pay for any expenses/claims caused (directly and/or indirectly) by or arising out of:

- 5.1 suicide or attempted suicide, intentional self injury, insanity or any acute and/or chronic psychiatric, psychological or emotional condition, sexually transmitted disease or virus or the effect and influence of alcohol, drugs or narcotics unless prescribed by and taken in accordance with the instructions of a member of the medical profession other than Yourself or a family member.
- 5.2 any expenses or other liability attributable to Human Immunodeficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or Mutant Derivative or variations thereof however caused.
- 5.3 any pre-existing medical condition.
- 5.4 pregnancy or childbirth from 14 weeks prior to the expected date of delivery or from the 1st day of the 26th week.
- 5.5 any elective abortion.
- 5.6 any recurring, chronic or continuing illness or condition or any congenital abnormality or condition.
- 5.7 prosthetic devices, contraceptive devices or medication, medical appliances and/or artificial aids.
- 5.8 cardiac and/or cardio vascular and/or vascular and/or cerebro vascular illness or for sequelae thereof or complications that in the opinion of a medical practitioner appointed by Us can reasonably be related thereto for:
 - persons 75 years and older.
 - persons who have received treatment (including medication) for hypertension in the 6 months prior to the start of the Journey.
- 5.9 treatment (including medication) given or prescribed by Yourself or a family member.
- 5.10 Your willful exposure to needless peril unless in an attempt to save human life.
- 5.11 Your direct and active participation or engagement in war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, whether while serving in the armed forces or police or otherwise save, where applicable, to the extent only of adopting or taking such action or steps as were reasonably necessary for the protection of Yourself and your family. This sub-section is however extended to cover passive war risks.
- 5.12 Your engaging in any hazardous pursuits or activities or in motor cycling (where the engine capacity exceeds 200cc or the cycle is under the control of an unlicensed driver), steeplechasing, polo or horseback, hunting, professional sports, mountaineering or rock climbing (necessitating the use of climbing equipment), scuba diving (unless licensed or accompanied by a qualified instructor), potholing, fighting (except in bona fide self defence), racing (other than on foot or under sail in inland waters), speed or endurance racing or practice thereof (other than athletics), training for or engaging in contact sport, bungee jumping or abseiling.
- 5.13 Your undertaking any employment after your journey begins that does not form part of your current employment in your country of permanent residence.
- 5.14 consequential loss of any kind or loss of enjoyment or financial loss and/or expense not otherwise specifically covered in this sub-section.
- 5.15 Any nuclear reaction and/or, contamination by nuclear weapons, material, radioactivity, fuel or waste, whether directly or indirectly caused.
- 5.16 the negligence, whether gross negligence or otherwise, wrongful acts and/or omissions of any legal and/or healthcare professionals or any other person or persons or legal entity who provide direct or indirect service to you.
- 5.17 any breach of any prohibition or regulation of any government or any illegal or unlawful act by you (knowingly or unknowingly) or confiscation, detention or destruction by customs or any other authority.
- 5.18 the failure of any agent or broker to adequately explain the terms, conditions, exceptions and exclusions of this policy.
- 5.19 Travel in the territorial limits as specified except as a licensed driver or passenger in the 4x4 vehicle as stated in the policy schedule.
- 5.20 Routine dental treatment and the provision of false teeth or dentures, normal eye tests and the provision of visual aids, normal ear tests and the provision of hearing aids.
- 5.21 Elective cosmetic surgery and associated treatment.
- 5.22 Manual work in connection with a business or trade.
- 5.23 While participating in any sport as a professional player or driving or riding in any kind of race.
- 5.24 While the insured person is travelling by any form of conveyance other than a 4x4 motor vehicle.

6 Evacuation costs cover

If during the period of insurance an insured person suffers bodily injury or illness while on a journey in a country of which such insured person is not a permanent resident and which country falls within the territorial limits of Sub-Saharan Africa, as specified, while travelling as a driver or a passenger in the 4x4 vehicle as defined and stated in the policy schedule, the Insurers will pay costs of the emergency medical transportation necessarily incurred in repatriating the insured person back to the area, and shall include medical supervision if necessary. The timing and mode of such transportation/repatriation shall be at the sole discretion of a medical practitioner appointed by the assistance company.

Furthermore, Europe Assistance will arrange:

- all reasonable, possible and practicable assistance in obtaining emergency medical services and assistance in the location of a suitable medical facility that can treat the specific problem;
- monitoring the insured person's medical condition and provide nominees with medical reports and updates if so required by the insured person;
- the transmission of urgent messages.

5 GENERAL EXCEPTIONS

INSURED	As declared to Europe Assistance Worldwide Services (South Africa) Ltd
4X4	See policy schedule
MASTER POLICY NUMBER	3465
PERIOD OF INSURANCE	As detailed in the relevant certificate issued by Europe Assistance Worldwide Services (South Africa) Ltd, up to a maximum of 4 months
COVER	As detailed in the policy issued by Europe Assistance Worldwide Services (South Africa) Ltd
LIMITS	Maximum Cover of: R250 000,00 per Insured Person per Journey, up to a maximum period of 4 calendar months
EXCESS	Nil
PREMIUM	See Policy Schedule
ASSISTANCE COMPANY	EUROP ASSISTANCE WORLDWIDE SERVICES (SOUTH AFRICA) LIMITED
INSURANCE COMPANY	ABSA INSURANCE COMPANY LTD
INSURED PERSONS	As detailed in the Certificate of Insurance
TERRITORIAL LIMITS	<p>ONLY IN SUB-SAHARAN AFRICA AND FOR WHICH THE LIMIT OF THE TERRITORY COVERED IS BORDERED IN THE NORTH (AND INCLUDES) THE FOLLOWING STATES:</p> <ul style="list-style-type: none"> • SENEGAL • GUINEA • LIBERIA • IVORY COAST • BURKINA (UPPER VOLTA) • NIGERIA • CAMEROON • CENTRAL AFRICAN REPUBLIC • UGANDA • KENYA • ETHIOPIA • SOMALIA <p>ALL STATES NORTH OF THE STATES LISTED ABOVE ARE SPECIFICALLY EXCLUDED FROM COVER IN TERMS OF THIS POLICY.</p>

SECTION 6 – CARAVAN/TRAILER

DEFINITIONS IN RESPECT OF THIS SECTION

Vehicle – means a caravan or trailer which is not self-propelled and specifically described in the policy schedule, including the standard accessories while therein or thereon.

Driver's licence – a valid driver's licence in compliance with legislation of the specific region where the vehicle is used at the time of the loss or damage. A person learning to drive must comply with the legislation concerning learner drivers.

Territorial limits – Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi and Mozambique.

COVER PROVIDED

1 Indemnity to you

Loss or damage to the vehicle

- 1.1 we will at our option indemnify you by paying cash or for the repair, or replacement of the vehicle.
- 1.2 the maximum amount we will pay for loss of or damage to the vehicle is limited to the sum insured of the vehicle as stated in the policy schedule or its reasonable market value whichever is the lesser.

2 Credit Agreement

If a valid claim occurs and we know that the vehicle is the subject of an extended sales 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, any balance will be payable to you.

3 Amendment to driver's licence

You must advise us of any endorsement, suspension or cancellation of your licence during the currency of this policy, including a charge of or conviction for negligent or reckless driving.

4 Description of use

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

5 Protection and Removal charges

If the insured vehicle is disabled due to any loss or damage insured under this policy, we will

- 5.1 pay the reasonable cost of protection and removal to the nearest repairer;
- 5.2 Emergency repairs up to R3000;
- 5.3 The emergency repairs must be due to loss or damage insured under this policy and you may approve it without our prior consent, you must obtain an itemised invoice and forward it to us;
- 5.4 The reasonable cost to deliver the vehicle to you in the Republic of South Africa, after repair of damage covered under this policy.

6 Contents of Caravan (Optional Cover)

If cover in respect of caravan contents is specified in the policy schedule, we will not be liable for:

6.1 more than R1 000 for any one article;

6.2 more than R20 000 in total.

The following are not covered:

- 1.1.1 loss or damage to contents while removed from the caravan;
- 1.1.2 theft of contents while the caravan is unoccupied unless there is forcible and violent entry;
- 1.1.3 the permanent fittings of the caravan and items supplied as standard with the purchase of the caravan;
- 1.1.4 money, jewellery or any other item more specifically insured.

SPECIFIC EXCLUSIONS IN RESPECT OF LOSS OR DAMAGE

The following are not covered:

- 1 mechanical, electric or electronic breakdown, depreciation, gradual cause such as wear and tear, rust, mildew, corrosion or decay;
- 2 damage to tyres caused by the application of brakes or 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 arise:
 - 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 social, domestic and pleasure;
 - 5.3 while you drive the tow vehicle under the influence of intoxicating liquor or drugs, your blood alcohol concentration exceeds the legal limit;
 - 5.4 while any other person drives the tow vehicle with your express or implied permission, and who is, to your knowledge, under the influence of intoxicating liquor or drugs;
 - 5.5 while you or any other person drives the tow vehicle with your express or implied permission, without a driver's licence;
 - 5.6 any transaction in connection with any exchange-, cash-, or credit-sale-transaction, including theft through false pretences and/or fraud;
- 6 consequential loss or damage of any kind;
- 7 damage by hail while at the risk address and not parked under cover (roof or hail net).

7 LIABILITY TO THIRD PARTIES

In the event of loss or damage caused by or in connection with the vehicle we will indemnify you against all sums including costs and expenses for which you legally become liable for:

- 7.1 death or bodily injury to any person;
- 7.2 damage to property.
- 7.3 We will pay all costs and expenses incurred with our written consent.
- 7.4 We may arrange for:
 - 7.4.1 representation at any inquiry into death;
 - 7.4.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.

8 Limit of indemnity

Our liability under this section shall be limited in respect of any one accident or series of accidents arising out of one event to R2 500 000 including all costs and expenses.

EXCLUSIONS IN RESPECT OF LIABILITY TO THIRD PARTIES

The following are not covered:

- 1 legal cost 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:
 - 2.1 any person who is a member of your immediate family;
 - 2.2 any person who normally resides at your residence, including domestic servants,
 - 2.3 any of your employees while in the course of their employment.
- 3 property belonging to, or kept in trust by, or under the charge or control of, or in the custody of yourself.
- 4 the part of any compensation which is provided for by legislation on compulsory motor vehicle accident insurance valid in the territorial limits;
- 5 liability due to accidental death of or injury to any person carried in or on the insured vehicle or other vehicle being towed or getting in or out of the vehicle;
- 6 costs, expenses or liability which arise:
 - 6.1 outside the territorial limits.
 - 6.2 if the vehicle is used for any purpose other than social, domestic and pleasure;
 - 6.3 while you drive the tow vehicle under the influence of intoxicating liquor or drugs, or your blood alcohol concentration exceeds the legal limit;
 - 6.4 while any other person tows the vehicle with your express or implied permission, and who is, to your knowledge, under the influence of intoxicating liquor or drugs;
 - 6.5 while you or any other person tows the vehicle with your express or implied permission, without a driver's licence.

SECTION 7 – PERSONAL LEGAL LIABILITY

DEFINITIONS IN RESPECT OF THIS SECTION

Insured person – means you/yours/yourself in whose name this policy is issued and members of his/her family normally resident with him/her.

Territorial limits – Republic of South Africa.

COVER PROVIDED

1 Personal legal liability

1.1 Legal liability for amounts which you must pay as compensation due to:

1.1.1 accidental death of, or bodily injury to or illness of any person;

1.1.2 accidental physical loss of, or damage to tangible property within the territorial limits and during the period of insurance.

1.2 We will pay costs and expenses:

1.2.1 recoverable by any claimant from you;

1.2.2 otherwise incurred with our written consent.

2 Limit of indemnity

We may in the case of any occurrence pay the maximum sum payable under this section or any lesser sum for which the claim(s) can be settled and relinquish the conduct of any defence settlement or proceedings, and we will not be responsible for any damage alleged to have been caused to you incurred in consequence of any action or omission of us in connection with the defence settlement or proceedings.

The maximum compensation payable under this section for any one occurrence is R3 000 000 (three million rand).

EXTENSION

3 Wrongful arrest

We will pay for all sums which you are legally liable to for compensation in respect of wrongful arrest or alleged wrongful arrest by you of any person which arises out of your activities as a member of a neighbourhood watch or block group or of a similar voluntary non-profit organisation other than:

3.1 a person under a contract of service or apprenticeship with you; or

3.2 a member of your family or household.

Cover is limited to R50 000.

4 Tenant's liability

Legal liability for amounts which you must pay as tenant and occupant of any private residence for compensation in respect of:

4.1 loss of or damage to the buildings directly caused by an insured event;

4.2 damage to underground pipes and cables extending from the dwelling to the public mains, occurring during the insurance period as a result of an accident;

4.3 breakage of:

4.3.1 sanitary ware forming part of the dwelling excluding chipping and scratching;

4.3.2 fixed glass including mirrors and glass in stoves forming part of the dwelling.

Cover is limited to R1 000 000.

5 Liability to domestic employees

Legal liability for amounts which you must pay as compensation due to:

5.1 accidental death of, or bodily injury to your domestic employee, which arises from and in the course of employment at the dwelling occurring during the insurance period as a result of an accident;

5.2 all costs and expenses of litigation incurred with our written consent;

5.3 costs and expenses incurred by you with our consent in the defence of any criminal action brought against you arising out of an alleged contravention of the Machinery and Occupational Safety Act No 6 of 1983.

Cover is limited to R5 000.

5.4 The amount payable in respect of any one accident or series of accidents arising out of one event will not exceed R1 000 000 inclusive of all compensation, all costs of litigation and all other expenses.

6 SPECIFIC EXCLUSIONS TO THIS SECTION

The following are not covered, unless specifically stated otherwise:

- 6.1 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;
- 6.2 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;
- 6.3 liability relating to:
 - 6.3.1 the exercise of any business, profession; trade or occupation;
 - 6.3.2 the possession, ownership, occupation or use of land, buildings or structures, (other than buildings insured by the house-owners's section and land upon which they are situated provided the land is used for residential purposes);
 - 6.3.3 building activities such as alterations, additions or renovations to the buildings, of which the situation is stated in the policy schedule under the section "houseowners"
 - 6.3.4 vibrations or the removal or weakening of; or interference with support to land, buildings or other property;
 - 6.3.5 the ownership, possession, use or handling of vehicles (including caravans and trailers, but not pedal cycles or lawn-mower), watercraft, aircraft or other aerial devices, fire-arms or any animals (other than cats and dogs);
 - 6.3.6 liability for fines, penalties or punitive damages
 - 6.3.7 liability arising from a gradual cause which does not result from sudden and identifiable occurrence.
 - 6.3.8 liability of a coinsured or legal representative should they not comply with the terms of the policy;

SECTION 8 – PERSONAL COMPUTERS

DEFINITIONS IN RESPECT OF THIS SECTION

Property – means personal computers including keyboard monitor, printer and other accessories and used in your personal and private capacity.

DEFINITIONS IN RESPECT OF THIS SECTION

1 Indemnity to you – material damage

Loss of or damage to the property insured and specifically described in the policy schedule from any cause not specifically excluded.

2 Basis of indemnity

2.1 If the property is damaged and can be repaired we will pay for the cost of repair less the excess payable, limited to the sum insured whichever is the lesser.

2.2 If the property is totally lost or destroyed we will pay the current replacement value of a new item of the similar model less the excess payable, limited to the sum insured whichever is the lesser.

Provided always that:

2.2.1 if you are unwilling or unable to replace or reinstate the insured property lost or damaged with property identical in every respect or fail to replace or reinstate within six months of the date of loss or damage or such further time as we may in writing allow, the basis of indemnity will be the market value of the property immediately before the loss or damage;

2.2.2 if at the time of the loss or damage the replacement value of the property insured as new is greater than the sum insured you will be your own insurer for the difference and will bear a rateable portion of the loss or damage.

EXCLUSIONS

We shall not pay for loss or damage:

- 1 provided for under any maintenance and/or lease agreement;
- 2 caused by wear and tear, development of poor contacts or scratching of painted or polished areas;
- 3 caused by vermin, moths or gradually operating causes;
- 4 during any process of cleaning, restoration or upgrading;
- 5 to parts having a short life such as tubes, bulbs, valves, fuses or contacts (not limited to). If such parts are damaged as a result of an accident as provided for by the policy or to other parts of the insured property we will indemnify you for the residual value of such parts;
- 6 from an unattended motor vehicle unless the property insured was concealed in a locked boot or compartment forming part of a locked vehicle and there is violent and forcible entry to the vehicle.
- 7 For loss of use of the insured property or any consequential loss or liability of any kind.

3 Reconstruction of data

This section is extended to include all costs and expenses necessarily and reasonably incurred in the recompilation of data and/or programmes recorded on data carrying media which is lost as a result of accidental erasure provided that such costs and expenses are:

3.1 not caused by programme errors, viruses, incorrect entry or the inadvertent cancellation or corruption of data;

3.2 subject to a limit of R5 000 in respect of any one occurrence or series of occurrences arising out of any one event.

SECTION 9 – PERSONAL ACCIDENT

DEFINITIONS IN RESPECT OF THIS SECTION

- 1 **Insured person** – means you/yours/yourself in whose name this policy is issued and any member of his/her family whose name appears on the policy schedule.
- 2 **Occurrence** – means bodily injury caused by violent accidental visible means which injury independently of any other cause is the sole cause of death or total and permanent loss or disablement.
- 3 **Result**
 - 3.1 death;
 - 3.2 total and permanent loss or disablement as stated in the Scale of Permanent Disablement;
 - 3.3 total disablement from engaging in or attending to any business;
 - 3.4 partial disablement from engaging in or attending to usual business.

Result 3.3 and 3.4 will be deemed to have ceased when the bodily injury which brought about the disablement has been healed or cured as far as possible even though some permanent disablement may remain.

Compensation will not be payable:

- 1 for results 3.1 and 3.2 unless occurring within twelve months of the happening of the occurrence;
 - 2 in respect of results 3.3 and/or 3.4 combined for any period in excess of 104 weeks from the happening of the occurrence.
- 4 **Compensation death** – the amount stated in the policy schedule and it will be paid to your estate.
 - 5 **Compensation disablement**
We will compensate you to the extent provided hereunder in respect of any injury sustained as a consequence of any occurrence.

SCALE OR PERMANENT DISABLEMENT

	Compensation %
5.1 Total and permanent disablement from following any employment or occupation	100
5.2 Total and permanent loss of both hands or feet or one hand or one foot	100
5.3 Total and permanent loss of all sight in one eye and total and permanent loss of one hand or one foot	100
5.4 Total and permanent loss of all sight in both eyes	100
5.5 Total and permanent loss of all sight in one eye	50
5.6 Total and permanent loss of hearing or speech	100
5.7 Total and permanent loss of hearing in one ear	50
5.8 Total and permanent loss of one hand	50
5.9 Total and permanent loss of arm from shoulder	75
5.10 Total and permanent loss of forearm	65
5.11 Total and permanent loss of one foot	50
5.12 Total and permanent loss of thigh	75
5.13 Total and permanent loss of leg at or below knee	65
5.14 Total and permanent loss of thumb (both phalanges)	25
5.15 Total and permanent loss of thumb (one phalange)	10
5.16 Total and permanent loss of index finger (three phalanges)	10
5.17 Total and permanent loss of index finger (two phalanges)	8
5.18 Total and permanent loss of index finger (one phalange)	4
5.19 Total and permanent loss of finger other than thumb or index finger	5
5.20 Total and permanent loss of great toe	5
5.21 Total and permanent loss of any other toe	1

6 Disappearance and exposure

Subject to the terms, conditions of this section:

- 6.1 in the event of a claim being made in respect of the disappearance and presumed death of the insured person following an accident to an aircraft or other form of transport in which the insured person were travelling, we will admit the claims subject to proof that would satisfy a court of law that accidental death could be presumed;
- 6.2 this insurance extends to cover the death or disablement resulting from exposure following an accident to an aircraft or other form of transport in which you were travelling.

SPECIFIC CONDITIONS

1 Maximum compensation payable

The compensation payable, attributed to one or a series of accidents arising from a single occurrence, we will not exceed the amount stated in the policy schedule alongside the insured person's name.

2 Medical examinations

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

3 Medical advice

On the happening of an occurrence for which compensation is payable you must employ the services of a registered medical practitioner and undergo any treatment the practitioner deems necessary.

We will not be liable for any consequence resulting from your failure to seek advice or the follow it.

4 Change in risk

You must give immediate notice to us of any change in the insured person's business or habits or pursuits, an additional premium may be required by us.

SPECIFIC EXCEPTIONS

The following are not covered:

- 1 suicide or any attempt thereat or self injury;
- 2 HIV (Human Immunodeficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome) or any variation of it;
- 3 pregnancy, childbirth, miscarriage or abortion or any complications thereof;
- 4 war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;
- 5 your participation in any riot, civil commotion, labour disturbance, strike, lockout or public disorder;
- 6 racing, except on foot or in yachts;
- 7 your participation in professional sports of any kind, football or polo, or big game hunting or mountaineering necessitating the use of ropes or guides or motor cycling;
- 8 death or permanent disablement:
 - 8.1 as a result of you being under the influence of intoxicating liquor or drugs;
 - 8.2 due to the driving of a vehicle while your blood alcohol concentration exceeds the legal limit.
 - 8.3 compensation will not be payable if you are younger than 16 or after the age of 70.

SECTION 10 – WATERCRAFT

DEFINITIONS IN RESPECT OF THIS SECTION

Vessel – means sailboats, motorboats and other small watercraft used for pleasure and specified in the schedule, comprising the hull, superstructure, fittings, machinery, engines, gear and equipment such would normally be sold as one unit including its trailer.

Territorial limits – Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi and Mozambique. Subject to a maximum cruising range of 12 nautical miles from the coast of the Republic of South Africa, Namibia or Mozambique.

COVER PROVIDED

All cover under this section [Watercraft] is subject to full compliance of the Merchant Shipping Act 1951 [Act No 57 of 1951] in particular relating to Merchant Shipping.[Small Vessel Safety Regulations 2001]

1 Indemnity to you

Loss or damage to the vessel:

- 1.1 we will at our option indemnify you by payment, repair or replacement of the vessel, equipment as well as other items specified in the policy schedule.
- 1.2 the maximum amount we will pay for loss of or damage to the vessel is limited to the sum insured of the vessel as stated in the policy schedule or its reasonable market value whichever is the lesser.

2 Insured events

The insured events are:

- 2.1 accident;
- 2.2 fire;
- 2.3 malicious acts;
- 2.4 outboard motor(s) dropping off or falling overboard provided it is securely locked onto the vessel by a device in addition to its normal method of attachment;
- 2.5 theft of the entire vessel;
- 2.6 theft of outboard motor(s) provided it is securely locked onto the vessel by an anti-theft device;
- 2.7 theft of machinery including outboard motor(s) gear, or equipment if stolen with the vessel or following forcible and violent entry into the vessel or place of storage.

We shall not be liable under this section for more than the amount stated in the schedule in respect of any one accident or series of accidents arising out of any one event.

SPECIAL EXTENSIONS

3 We will pay for:

3.1 Inspection of hull after stranding

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

3.2 Emergency and salvage charges

All charges and expenses up to a maximum of R1 500 that is reasonably and necessarily incurred in minimising or averting a loss which would be covered by this policy.

3.3 Pollution

Loss or damage to the vessel directly caused by any Government Authority acting to prevent or minimise a pollution hazard or threat.

3.4 Others vessels owned

If the vessel should come into a collision with or require salvage service from another vessel owned wholly or in part by you, you will have the same rights under this section as if the other vessel was owned by someone else. In such case, the liability for the collision or cost of salvage services shall be referred to a sole arbitrator to be agreed upon between yourself and us.

3.5 Transit risk

Any loss or damage following transit by land (including loading and unloading).

Excluding scratching and denting.

3.6 Yacht racing risks

- 3.6.1 The cost of repairing or replacing sails, masts, spars and running rigging lost or damaged by and insured event while the vessel is racing, but will only pay a maximum of two-thirds of the sum insured specified in the policy schedule.
- 3.6.2 If the loss or damage is caused by the vessel being stranded, sunk, on fire, in a collision (ice included) other than water, we will pay the repair or replacement costs up to the limit of the sum insured after the deduction of any first amount payable and of depreciation in terms of specific condition, "Replacement of Gear and Equipment."

Specific exclusion 4.6 does not apply to this extension.

3.7 Towing and Protection

If the vessel is disabled by reason of any loss or damage insured under this section, we will pay the reasonable cost of protection and removal to the nearest repairer and delivery after repair to your address, which must be in the Republic of South Africa, up to an amount of R1 500.

SPECIFIC EXCLUSIONS LOSS OR DAMAGE

We will not be liable for loss or damage:

- 1 While the vessel is:
 - 1.1 being used for any purpose other than private and pleasure;
 - 1.2 let out on hire; or
 - 1.3 being towed on water except
 - 1.3.1 when in need of assistance;
 - 1.3.2 for the customary towage in connection with laying up, fitting out or repairs;
 - 1.4 towing or salvaging a vessel other than one in distress;
 - 1.5 towing or salvaging a vessel (whether or not in distress) under a contract arranged prior to commencing towing or salvaging;
 - 1.6 participating in racing or speed tests, or any trials in connection therewith;
 - 1.7 left moored or anchored unattended off an exposed beach or shore and it becomes stranded, sunk, swamped or breaks adrift;
- 2 resulting from want of due diligence on your part
 - 2.1 due to wear and tear, depreciation and corrosion;
 - 2.2 due to mechanical or electrical breakdown of machinery, engines, motors, batteries, and their connections (other than the shaft and propeller) unless caused by:
 - 2.3 caused by accidental incursion of water into the hull;
 - 2.4 the vessel being stranded, sunk, burnt, on fire or in contact with external substance (ice included) other than water;
 - 2.5 caused by accidents occurring while machinery, engines, batteries and their connections are being removed from or placed in the vessel or from or into place or storage;
 - 2.6 caused by malicious acts;
 - 2.7 caused by fire or accidental damage while in store.
- 3 to sails and hoardings torn by wind or blown away while hoisted;
- 4 damage to the vessel because of a fault in design or construction;
- 5 due to any defect resulting from either negligence or breach of contract in respect of any repair or alteration of work;
- 6 personal effects, consumable stores, fishing gear or nets;
- 7 caused by theft of inflatable craft when deflated unless following forcible and violent entry into the vessel or place of storage or if stolen with the vessel. A vehicle is not considered a place of storage within the terms of this policy.
- 8 caused to the vessel's rudder, propeller strut, shaft, machinery, engines, motor, batteries and their connections caused by collision with a submerged object;
- 9 caused by fire or explosion to a vessel fitted with inboard machinery unless the vessel is equipped in the engine room or engine space, tank space and gallery, with an automatic fire extinguishing system or one having controls at the steering position. Warranted that any fire extinguishing system must be properly installed and maintained in efficient working order;
- 10 caused by the intake of foreign matter into the cooling system of the machinery engines or motor.
- 11 caused by latent defects in the vessel or machinery.

LIABILITY TO THIRD PARTIES

COVER PROVIDED

1 Liability to third parties

We will indemnify you or any person using the vessel with your permission (or any water-skier being towed or preparing to be towed by the insured vessel if stated in the policy schedule) against all amounts including claimants costs and expenses which you shall become legally liable to pay in respect of:

- 1.1 death of or bodily injury to any person other than you as specified in Exclusions in respect of liability to third parties;
- 1.2 loss of property not belonging to the insured or permitted user;
- 1.3 costs incurred, with our written consent, for lifting out, removal or destruction of the wreckage of the vessel;
- 1.4 expenses incurred by you with our prior written consent in connection with official enquiries and coroners inquests;
- 1.5 legal costs, incurred with our prior written consent in defending any action or contesting liability whether or not such action proceeds in the criminal or civil court.

Our liability in respect of this section is limited to R500 000 [five hundred thousand rand] in respect of any one claim or series of claims arising from one event.

EXCLUSIONS IN RESPECT OF LIABILITY TO THIRD PARTIES

- 2 We will not indemnify you or the permitted user or water skier against claims resulting from legal liability for:
 - 2.1 death or bodily injury in respect of any person employed in any capacity by you in connection with the vessel or similarly by any person using the vessel with your permission or similarly employed by any water-skier;
 - 2.2 accidents arising from any person engaged in kiting or other airborne sport while being towed by the insured vessel or prepared to be towed until safely back on board the vessel;
 - 2.3 accidents while the vessel is in transit by mechanically propelled road vehicle, rail, ship or aircraft;
 - 2.4 accidents involving a trailer except when intentionally not coupled to a towing vehicle;
 - 2.5 death or bodily harm in respect of fare-paying passengers and loss or damage to their property;
 - 2.6 damage or penalties arising under contract;
 - 2.7 fines or other penalties imposed under any statutory code common law in respect of any offense committed,
 - 2.8 death or bodily injury to any person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation;
 - 2.9 indemnity for any water-skier, unless stated in the policy schedule to be included;
 - 2.10 the vessel being conveyed by a person who has no valid driver's licence, unless the person concerned is charged with theft or illegal use of the vehicle used for conveying the trailer;
 - 2.11 while under the control of any person who is under the influence of liquor or any drug.

3 First amount payable

You shall be liable and responsible for the first amount payable as per the attached addendum which can be amended from time to time.

SPECIFIC CONDITIONS

1 Duty of care and compliance with statutory regulations

You and any person with your permission operating or controlling the vessel will take all necessary precautions to ensure the safety of the insured vessel and will comply with any statutory regulations which may govern the use and condition of such vessel and operator.

2 Repairs and tenders

We shall have the right of veto concerning the place of repair or repairing firm and may also take tenders or may require tenders to be taken for the repair of the vessel. Any additional expense arising from compliance with our requirements shall be refunded to you

3 Constructive total loss

In ascertaining whether the vessel is a constructive total loss the insured value will be taken as the repaired value, and nothing in respect of the damage or break-up value of the vessel or wreck will be taken into account. No claim for constructive total loss based on the cost of recovery and/or repair of the vessel shall be recoverable unless such cost would exceed the insured value. No settlement shall exceed the sums insured stated in the policy schedule.

4 Unrepaired damage

In no case shall we be liable for unrepaired damage in addition to a subsequent total loss sustained during the period of insurance shown in the schedule.

5 Motor(s) under water

If the event of immersion of the motor(s) in water it is your duty to ensure that such motors are immediately flushed out and restarted if practical.

6 Vessel underway or in transit

It is required that:

- 6.1 when the vessel is under way that you or other competent person shall be on board the vessel;
- 6.2 the vessel is conveyed on a properly constructed and designed trailer while in transit;
- 6.3 when the vessel is being launched through surf it shall be fitted with two motors in workable and readily usable condition.

7 Unattended vessel

No cover will be provided under this section for loss or damage to the vessel or for liability to any third party or for any salvage services caused by the vessel being swamped, sunk or submerged while left unattended.

8 Replacement of gear and equipment

Deductions on account of new material replacing old may be made at our discretion in respect of loss or damage to:

- 8.1 sails, spars, masts, protective covers standing or running rigging and batteries;
- 8.2 outboard and inboard motors;
- 8.3 no settlement shall exceed the sum insured as stated in the Policy Schedule.

9 Sale or transfer of ownership

If the vessel is sold or transferred to new ownership then, unless we agree in writing to continue the cover, this section shall be cancelled from the time of the sale or transfer. If the vessel is at sea at the time of sale or transfer of ownership such cancellation will, if required by you, be suspended until the arrival at the next port of call within the territorial limits and anchored or moored safely.

10 Continuation

If the vessel is at sea or in distress or at a place of refuge at the time this insurance expires, cover will continue until the vessel arrives at the next port of call within the territorial limits and anchored or moored safely.

11 Surveys

If the vessel is older than 10 years, we may request that an independent and professional survey be done. The expense of the report will be for the insured. Thereafter survey reports may be requested at various intervals, at our discretion.

12 Multihulls

In the event of damage to one or more of the hulls of the vessel, we will be liable only for reasonable cost or repairs. No claim will be admitted for replacement of one or more of the hulls unless the cost of repairs will exceed the cost of replacement

OPTIONAL COVER

Contents of vessel

If specified in the policy schedule we will not be liable for:

- 1 loss or damage to the contents while removed from the vessel;
- 2 theft of contents while the vessel is unoccupied unless there is forcible and violent entry;
- 3 more than R1 000 for any one article;
- 4 more than R20 000 in total unless otherwise specified in the schedule;
- 5 the permanent fittings of the watercraft and items supplied as standard with the purchase of the watercraft;
- 6 money, jewellery or any other item more specifically insured.

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