



Unrestricted

Premium Insure Policy Wording

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Independent Brokers

Underwritten by Absa Insurance Company Limited, registration number 1992/001737/06, who agrees to provide insurance in terms of this policy during any period of insurance for which a premium has been paid. The proposal and declarations made by *you* or on *your* behalf are the basis and form part of this policy.

Introduction

Thank *you* for choosing Absa Insurance Company Limited for *your* non-life insurance needs. *Your* policy is made up of the schedule, the general and specific terms and the definitions.

1 **Schedule**

This sets out:

- the type of insurance *you* have bought;
- the amounts *you* are insured for;
- the excesses that apply;
- the monthly premium *you* must pay; and
- security measures required to protect the insured property.

2 **General and specific terms of insurance**

This sets out:

- *your* responsibilities;
- what we do and do not compensate *you* for; and
- how to claim for any loss or damage of the insured property.

3 **Definitions (key terms and conditions that apply to individual sections)**

There are extra conditions specific to each type of insurance *you* buy (for example, motor or home). These are set out in individual sections.

Note: Some insurance is optional and *you* must check *your* schedule to see whether *you* have bought the optional insurance.

4 **When and how we will compensate you**

We will compensate *you* for loss of or damage to the insured property under this policy on condition that:

- *you* pay the premium set out in the schedule on time every month;
- *you* comply with all the terms set out in *your* policy; and
- *you* give us relevant, true and complete information about *yourself* and the insured property.

We will decide how to compensate *you* for an event insured under this policy. This means we can pay out, replace or repair the insured property through a supplier or repairer of our choice or we can choose to apply a combination of these.

The information that *you* provide about *yourself* and the insured property forms the basis for the premium *you* pay. Non-disclosure of any information that might affect our acceptance or rating of the insured risk entitles us to declare this policy void from inception. Any incorrect information can also affect the validity of the policy and *you* will not be entitled to any compensation in the event of a claim.

You must immediately inform us of any changes in the information that *you* provided to us to enable us to recalculate the premium. If there are any changes, the risk will be reviewed.

Definitions

Abandoned means *you* or *your* legal tenant have deserted the insured property, whether furnished or not.

Accident/Accidental means an unfortunate, unexpected and unintentional incident.

All risks means insurance for loss of or damage to insured property *you* take out of the home with *you*. “**All risks**” covers two types of insured property: “**specified insured property**” and “**unspecified insured property**” (see below for descriptions).

Boat means motorboats, ski boats or wet bikes which consist of the hull, standard fittings, machinery, engines, equipment and trailers normally sold as one unit.

Buildings/Homeowners means the immovable structures of *your* private home, made of brick, stone or concrete with a slate, tile, metal, concrete or asbestos roof, including:

- private garages, domestic employees’ quarters, outdoor structures with foundations, guest cottages, carports, tennis and squash courts, irrespective of whether these outbuildings have interleading doors or are attached to the main dwelling on the insured property, including fixtures and fittings (including fitted carpets);
- boundary and other walls, gates, electric fences and fences on the insured property, except those made of wood or wire and hedges;
- paths, driveways and surface areas on the insured property constructed of brick, concrete, pavers, asphalt or stone (excluding gravel) and fixed ornamental structures such as water features, fountains and ponds;
- jacuzzis, spa baths, saunas, swimming pools (excluding vinyl, plastic and movable swimming pools and automatic pool cleaners), domestic water pumping machinery and fixed filtration plant, domestic fixed fuel tanks, domestic borehole machinery and solar heating panels on the insured property;
- fitted appliances and air-conditioning systems;
- TV antennas and radio aerials, satellite dishes, masts and lightning conductors on the insured property; and
- water, sewerage, gas, electricity and telephone connections within the boundaries.

Business contents means the following office equipment used for business operations:

- printers and scanners;
- filing cabinets;
- fax machines, photocopiers, type writers, computers;
- chairs, tables, desks and other office furniture;
- telephones and telecommunication equipment; and
- stock relating to a home industry, e.g. Tupperware, Avon, Justine.

Caravan and trailer mean a caravan or trailer which is not self-propelled and which is specifically described in the policy schedule, including standard accessories.

Class 1 vehicle means:

- private motor cars, including station wagons, designed to seat not more than 12 people including the driver; and
- light delivery *vehicles*, minibuses and panel vans not exceeding 3 500kg gross *vehicle* mass.

Class 2 vehicle means:

- motorcycles;
- motor scooters; and
- three- or four-wheeled motorised *vehicles*.

Commune means property used as collective living quarters and where certain facilities are shared by groups of non-familial individuals or households.

Computer means data processing equipment, computer tablet, laptop, microchip and integrated circuit and includes software, hardware, operating systems and data whether used in a personal, private and limited business capacity.

Domestic employees mean *your* domestic cleaner, nannies, gardeners and any security employees (but only if *you* have entered into a contract with a security firm).

Driver’s licence means a valid South African driver’s licence or, in the case of a foreign driver, a valid international driving permit as recognised by the South African Road Traffic Act.

Dwelling means any self-contained unit of accommodation (including holiday homes) used by the insured as a home such as a house, apartment or other “**substantial**” building or structure or portion thereof which is occupied as or designed or intended for occupancy as a residence. A dwelling must be able to be secured as per the security restrictions provided for under your policy and be able to withstand normal weather conditions.

Electricity Grid Failure means the unintentional, forced interruption and/or suspension of electricity, resulting in failure to supply electricity from the national grid, regional grid, or any sub-station connected thereto, as well as any other electricity supply directly or indirectly linked to the national electricity grid, causing the failure of electricity supply to any province, suburb, town and/or any other place. This does not relate to loss or damage as a result of any insured perils covered in terms of this policy.

Excess means the first amount payable of each claim which *you* are liable for. Applicable excesses are shown in the schedule or addendum.

Geyser means a domestic water heating system installed according to SANS and includes all associated components, collectors, valves and piping (i.e. geyser, element, thermostat, safety valve, drain cock, float valve, pressure-reducing and relief valves, vacuum breakers, isolating valves and drip trays).

Handheld Device is a digital **device**, such as a computer or personal digital assistant such as a tablet, cellphone or any similar device that is small enough to be **held** and operated in one hand.

Home means *your* private building set out in the schedule that *you* and members of *your* household live in permanently, made of brick, stone or concrete with a slate, tile, concrete, corrugated iron or asbestos roof and includes the outbuildings (at the risk address noted in the schedule and the construction thereof approved by the relevant local authority).

Household contents means the goods and personal possessions (including groceries) contained in *your* home or Wendy House that belong to *you* or that *you* are responsible for.

Illegally occupied means the building is being occupied by someone, without *you* giving them permission, by way of a contractual or verbal agreement to do so.

Insured event means an occurrence this policy covers.

Insured property means the possessions described in the policy schedule used in a personal, private and limited business capacity.

Legal tenant means someone living in the insured property with *your* permission.

Loadshedding means an event where there is a deliberate controlled shutdown of electric power in a part or parts of a power distribution system up to a maximum of six hours at any one time, affecting different areas at different times, generally to prevent the failure of the entire system/grid when the demand strains the capacity on the system/grid. Any event or occurrence longer than a period of six continuous hours for a single event, will be construed as an Electricity Grid Failure.

Mortgagee means Absa Bank Limited, registration number 1986/004794/06 or another registered financial institution. Their interests have priority over your interests and are limited to the outstanding bond amount.

Non-standard construction means any construction not covered in the definition of standard construction, in which case you should inform Absa Insurance Company to ensure that the correct premium is being paid.

Occurrence means any event described in a particular section and which happens to you.

Pro rata premium means a premium based on the length of time you are at risk, if not for the contracted policy period.

Regular driver is the person named in the schedule who drives the vehicle more frequently than any other person using the vehicle with your permission.

Renewal/Anniversary date means when the policy period expires and a new policy period begins.

Retail value means the value of the same model and year of manufacture, including the value of factory fitted equipment, as shown for the vehicle in the TransUnion Mead and McGrouther Auto Dealer's Guide.

Risk address means the address where the insured property described in the policy schedule is situated.

SANS means South African National Standards.

Salvage means the undamaged portion of the insured property that we have settled as a total loss. We can take and keep possession of the insured property(ies) that are the subject of a claim and deal with it at our discretion and in a reasonable manner.

Solar system means a domestic solar water-heating system installed according to SANS consisting of all associated components, collectors, valves and piping (i.e. solar geyser, solar panels, collectors, element, thermostat, safety valve, drain cock, float valve, pressure-reducing and relief valves, vacuum breakers, isolating valve and drip tray).

Specified insured property means insured property that is individually listed and described in detail in the schedule with their values shown, for example jewellery, cellphones and sporting equipment. Specifically insured property can only be claimed for under the section of the policy it is specified.

Standard construction means built of brick, stone or concrete and roofed with slate, tiles, concrete, asbestos or corrugated iron.

Subsidence means the downward movement of the soil supporting the building, from causes unconnected to the building.

Sum insured means the maximum amount we will pay for loss or damage to the insured property as a result of an insured event. The sum insured represents the full replacement value of the insured property. It is the responsibility of the insured to make sure the sum insured is correct and represents the full replacement value.

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

Unoccupied means the insured property is furnished but not permanently occupied by you or your legal tenant.

Unspecified insured property means personal possessions generally worn by a person or designed to be carried on a person, for example clothing, sunglasses, handbags, sporting equipment normally worn or used by a person participating in sport and pedal cycles.

Vacant means the insured property is unfurnished and is not occupied by you or your legal tenant.

Vehicle means:

- private motor cars, including station wagons, designed to seat not more than 12 people including the driver;
- light delivery vehicles, minibuses and panel vans not exceeding 3 500kg gross vehicle mass;
- motorcycles;
- motor scooters; and
- three-wheeled or four-wheeled motorised vehicles.

4x4 vehicle means:

- 4x4 vehicle (excluding sedans) of not more than 3 500kg gross vehicle weight; and
- 2x4 double-cab vehicle of not more than 3 500kg gross vehicle weight.

Water pipes means the hot and cold water supply piping from the main supply installed in the insured property, including the overflow pipes associated with geyser installations.

We, us and our refer to Absa Insurance Company Limited.

Worldwide Cover refers to cover being provided for certain items, while you are in any other country not mentioned in the territorial limits definition.

You, your, yourself, the insured refer to the policyholder or any member of your household that permanently lives at the risk address which you intend covering unless indicated otherwise in a specific section.

General terms of insurance

Interpretation

These general terms apply to every section of this policy. The policy wording and schedules of insurance must be read as one document. Any word or expression given a specific meaning will have the same meaning throughout the schedule and wording wherever it appears.

1 Abandonment

In the event of a claim you cannot abandon any insured property without our written permission.

2 Automatic inflation margin

The sum insured for homeowners and household contents is increased automatically on each renewal date by a percentage equal to price indices as determined by us. You remain responsible to ensure that the sum insured represents the full replacement value of the insured property at all times.

3 Average

Where any sum insured of the insured property is less than the full replacement value of the insured property at the time of loss, we will only compensate you for the percentage of insurance you do have with us. You will be responsible for the difference.

Example: If you insure your household contents for R300 000 but the replacement value at the time of the loss or damage is R400 000, we will only compensate you for 75% of the loss you suffer.

4 Cooling off Period

All policies issued for a period exceeding 31 (thirty one) days are subject to a cooling off period. The insured has 14 (fourteen) days from receipt of a new policy contract or any variation/amendment to their existing policy contract, to cancel the policy entered into or the variation made to an existing policy. Upon cancellation, if no claims or benefits have been paid by the insurer, they will refund all premiums collected for the new policy or the additional premium charged for the variations made to the policy.

5 Cancellation

We may cancel this policy or any section or the insured property by giving you 31 (thirty one) days' written notice. You may cancel this policy or any section or insured property by giving us 31 (thirty one) days' written notice. For annual policies, the premium payable for the unexpired insurance period may be adjusted on a *pro rata* basis at our discretion, provided that no claims were made during the policy period. For monthly policies a *pro rata* refund of premiums for the month will be paid if the cancellation occurs in the month, provided that no claims have been made. For homeowner's cover, if the insured property is mortgaged, the written consent of the mortgagee(s) must first be obtained before the policy can be cancelled. Should you not require insurance protection for your property it is your duty to inform us of your intention to cancel this policy.

6 Changes in risk

If there are any changes in the original risk details supplied to us at the time of your application for this policy and as described in the schedule, you must inform us by telephone or in writing within 14 (fourteen) days of the change. Failure to do so could result in a claim being rejected or the policy or insured property being voided or cancelled as from the date of the change.

Example: You are responsible for informing us of any structural changes to your insured property or use of the insured property that will change the risk. For example:

- You purchase a residential property and decide to use it for both residential and business purposes. You still live on the premises and also run a business such as a bed and breakfast or hairdressing salon.
- You add a thatch lapa which is attached to the main house. This changes the risk and will require a change in premium.

We must be advised within 14 (fourteen) days for the correct premiums or insurance cover to be arranged.

7 Endorsement

This is an amendment that changes the terms of the contract either by expanding or restricting cover. Endorsements can cause a change in premium or excesses or both, depending on the changes made to the policy. We can endorse this policy and advise you by giving you 31 (thirty one) days' written notice at your last known postal address. The endorsement could be for an underwriting requirement or changes to the policy or excess structure. The endorsement will be noted on your policy schedule. The endorsement becomes part of the insurance policy.

8 Excesses

The excess that applies to each section is indicated in the addendum. A flat excess and any additional compulsory excesses may be applied and these will be reflected in the policy schedule, which can be amended from time to time. If any compensation we make includes the excess that you are responsible for, you must repay it to us immediately.

9 Notices and chosen postal address

We will forward all notices relevant to this policy to your last known postal address. You must advise us of any change in postal address in order for us to keep you updated on any changes to your policy.

10 Premium payments

10.1 Monthly policies

We will collect your first premium and subsequent monthly premiums by debit order on the collection due date. If your premium collection date falls on a Saturday, Sunday or public holiday and your banking institution does not allow the successful transaction, we will collect the premium on the next work day thereafter. If your first premium or any subsequent monthly premium collection is unsuccessful, you will have a grace period of 31 (thirty one) days to pay it. We will submit a double debit for the collection of your outstanding premium and your premium due on your next monthly collection date.

If we are unable to collect the outstanding premium and your next monthly premium due, your policy will be cancelled from the date the outstanding premium was initially due. If you claim during the grace period, we will not consider your claim unless you have paid the outstanding premium before the expiry of the grace period.

10.2 Annual policies

Your premium must be paid every year by no later than the anniversary of the start date (or renewal date). If you pay annually, the respective sums insured for house contents, buildings and all risks (specified insured property) will not be reduced by the amount of any claim.

11 Renewal/Anniversary of a policy

Renewal dates give you and us the opportunity to make any necessary changes to the policy. These changes can be made to the premiums, policy wording, excesses and any other related terms and conditions.

12 Sasria SOC Limited – South African Special Risks Insurance Association

Sasria SOC Limited compensates *you* for loss of or damage to *your* insured property in the Republic of South Africa caused by anyone taking part in a riot, strike, lock-out, civil commotion or committing an act which has a political, social or economic aim. A portion of *your* premium is automatically paid towards Sasria SOC Limited. Sasria is optional cover at a property, risk or item level. If selected, the Sasria cover will be shown on the policy schedule. A copy of the Sasria SOC Limited policy is attached to *your* policy schedule. Please refer to the Building and Household Contents Section for specific conditions applicable to Sasria.

13 Your rights in terms of the Financial Advisory and Intermediary Services Act

We 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. Should *you* give up any such rights, we will not recognise, accept or act on it. Any such waiver will be null and void.

14 Sharing of data

To correctly underwrite the risk and 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 permission, it could affect your risk profile. With your permission, we can 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, we can also share your policy information, including claims history, with other insurance companies and related entities.

15 Claims procedure and requirements

15.1 Where an insured event results in or can give rise to a claim, *you* must advise us within 31 (thirty one) days and provide us with:

- written details of the loss;
- details of any other existing insurance covering the event;
- plans, specifications and quantities;
- proof, information and sworn declarations; and
- any document, legal process or communication in connection with the event.

15.2 Inform the police

Inform the police within 24 hours of any event involving theft or loss of insured property, malicious damage or bodily injury and take all reasonable steps to establish the identity of the guilty party and to recover the insured property. *You* must notify us of the police case number. *You* may not make any admission, statement, offer, promise, payment or indemnity without our written consent.

15.3 Dual insurance cover

If any loss, damage or liability insured under this policy is also insured by another insurance policy, we will not compensate *you* for more than our portion of the loss, damage or responsibility.

15.4 Subrogation/Legal proceedings in your name

In the circumstances set out in this policy, we have the right to conduct the defence or settlement of any claim or the recovery of any loss and to use your name for this purpose. We can give up the defence or settlement of a claim and pay *you* the full amount we are responsible for or any lesser amount for which the claim can be settled, after which we will not be responsible for any amounts which result from the event that led to the claim.

15.5 Time limits

If we dismiss any claim, *you* have 90 (ninety) days from the date of dismissal to appeal in writing against our decision.

If *your* appeal is not successful, *you* have a further 180 (one hundred and eighty) days to start legal proceedings against us. If *you* do not begin action within this time period, we are no longer liable in respect of the claim.

We are not liable after 12 (twelve) months from the date of the event that gives rise to a claim, unless the claim is:

- the subject of pending court action or arbitration; or
- for amounts for which *you* can become legally liable.

15.6 Cession of Policy

This policy gives rights to *you* and the mortgagee only. *You* cannot transfer *your* rights to anyone else unless we give *you* specific written consent to do so. No other person can claim against us, even if we are liable for any loss or damage they suffer. If another person has a claim for loss or damage, *you* must inform us of the claim and we will deal with it on *your* behalf.

15.7 Jurisdiction

The courts of South Africa have the authority to hear any matters relating to this policy.

15.8 Maximum compensation

We will not compensate *you* for loss, damage or legal liability under more than one section of this policy which results from the same event or for the same insured property. If we compensate *you* for the sum insured, we will not refund *you* any premiums for the unexpired period of insurance.

15.9 Our rights after an event

On the happening of an insured event, we and any person authorised by us is entitled to:

- 15.9.1 enter the premises where the loss or damage has occurred;
- 15.9.2 take and keep possession of the insured property that is the subject of a claim and deal with it at our discretion and in a reasonable manner;
- 15.9.3 request that any insured property that is the subject of a claim be delivered to us;
- 15.9.4 deal with the salvage of the insured property;
- 15.9.5 compensate *you* following theft of *your vehicle* once an investigation is completed and the relevant requested documentation received; and
- 15.9.6 request full assistance (at our expense) to take action against other parties, whether such assistance is required before or after compensation has been made.

If *you* or anyone acting on *your* behalf does not provide such assistance or hinders or obstructs us in taking action or in opposing action by or against other parties, then all benefits under this policy will be forfeited.

15.10 Prevention of loss

You must take all reasonable care to prevent or minimise loss or damage, bodily injury and accidents. This includes compliance with applicable statutory and public authorities' requirements:

- for the maintenance and safety of the insured property; and
- to limit the extent of any loss or claim resulting from any of the insured events.

You can effect emergency repairs to *your* insured property to prevent further damage.

If an insured event occurs, *you* must take preventative measures to minimise any additional loss or damage from occurring.

15.11 Proof of ownership

We can ask *you* to prove that *you* own the insured property *you* are claiming for and provide proof of their value. *You* must keep all receipts, proof of payment and valuation certificates of the insured property.

15.12 Matching materials

- When the insured property is repaired, we are not obliged to do so exactly or precisely as before the repair, but only as circumstances reasonably allow.
- Where we cannot get an exact match, we will use materials that, in our supplier's opinion, match the damaged or lost materials as closely as possible.
- We will only do this to the part of the structure or room where the loss or damage has occurred.
- We will not pay for matching building materials to create an identical effect throughout the building.

16 Criminal activities, money laundering, terrorist financing, sanctions and prohibited business activities

Absa Insurance Company Limited ("**AIC**") as part of Absa Bank Limited must comply with national and international laws, regulations, policies, rules and requirements to prevent criminal activities, money laundering and terrorist financing, sanctions and prohibited business activity laws and rules violations. AIC must therefore check all information from and about *you* and related parties and monitor, verify, process and screen *your* and related party information, instructions and transactions on an ongoing basis. AIC hold the right to cancel *your* policy as noted in the applicable regulations. AIC is not responsible for any losses or damages that *you* may suffer because of these checks or by Absa ending the relationship. This includes any loss of profits or savings that *you* would otherwise have expected to make.

17 Privacy notice

How we treat *your* personal information

We collect and process your personal information to enable us to provide you with products and services, among other things and we may share it with:

- the Absa Group, its service providers and other third parties to comply with our regulatory obligations;
- any party to whom we assign our rights under this Agreement or any of our agreements for products and services; and
- credit bureaus where you apply for credit products.

All the personal information that we share is subject to our privacy and security requirements and we are responsible for ensuring that your personal information is processed lawfully and in a reasonable manner that does not infringe on your privacy rights. We may make automated decisions based on your personal information and if you are unhappy with the outcome, please contact us. We will notify you if we intend using your personal data for other purposes.

We use your personal information to tell you about products or services that may interest you. We may contact you via SMS, email, telephone or post. If you do not want to receive direct marketing communication, you can update your preferences via our website, banking app or at your nearest branch.

We will keep your personal information only for as long as the law requires us to. After this time, we will securely destroy or de-identify this information.

You have the right to ask us for access to your personal information and to instruct us to amend and/or delete any personal information or to object to us processing your personal information. You can also let us know if you want us to stop or to limit how we use your personal information.

If you do not agree with how we use your personal information, you can lodge a complaint at actionline@absa.co.za

You can access our Privacy Statement on absa.co.za or at your nearest Absa branch.

General exclusions (Applicable to all sections)

1 Animals or pests

We will not compensate you for loss or damage to insured property caused by scratching, chipping, cracking, denting, biting or tearing by animals, insects or pests. This exclusion does not apply to the geyser and solar system components clause of the building section of this policy.

2 Any cause not sudden and unforeseen

We will not compensate you for loss or damage that was not sudden and unforeseen.

3 Boat claims for loss, damage, injury or liability sustained or incurred

We will not be liable where these occur outside the *territorial limits* unless in transit by water between ports. Where the boat is used for purposes other than social, domestic or pleasure, you will not be compensated. If the boat is attached to a self-propelled vehicle which is driven with your consent by an unlicensed or disqualified person in terms of the legislation applying to the territory, you will not be compensated. If the boat is attached to a self-propelled vehicle which is driven by you or another person, with permission and for the purpose of learning to drive and prevailing legislation is complied with, this will be covered.

4 Claims based on dishonesty, fraud and misrepresentation

We will cancel your policy and we will not compensate you for claims based on or corrupted by, dishonesty, misrepresentation or fraud or any combination of these. This is irrespective of whether you or anyone else acting with your knowledge on your behalf, is responsible for these actions. This includes not giving us true, correct and complete information about yourself and your insured property when you applied for insurance or when any of this information changed.

If we compensate you for any claims that we later discover were based on or corrupted by dishonesty, misrepresentation or fraud, you will be liable to pay back to us the amount of the compensation as soon as we ask for it.

5 Claims for more than 100% of the sum insured

We will not compensate you for more than 100% of the sum insured.

6 Claims for loss or damage caused by asbestos

We will not compensate you for legal liability, loss, damage or expenses related to any consequential loss directly or indirectly caused by the hazardous nature of asbestos in any form or quantity.

7 Claims for loss or damage caused by computer failure

We will not compensate you for loss or damage caused by computer failure of any kind, including the computer's failure to:

- capture, process, store and respond to any data;
- code or command whether or not because of programming errors, corruption of data, human error, computer virus, harmful or unauthorised code, spyware or malware; or
- treat any date as the correct date.

8 Claims for indirect loss

We will not compensate you for indirect loss or damage which results directly or indirectly from any causes whatsoever, unless the policy specifically provides for such an event.

Example: If you are involved in a vehicle accident and instead of calling for assistance, you continue driving, which causes the vehicle engine to seize. The damage caused as a result of the accident will be covered; however, the damage caused as a result of you continuing driving the vehicle will be excluded.

9 Claims for loss or damage from nuclear material

We will not compensate you for loss or damage caused by:

- nuclear explosion, nuclear fission or nuclear fusion; or
- radiation, radioactivity or contamination from nuclear material in any form, including from nuclear waste.

10 Claims for Sasria

We will not compensate you for loss of or damage caused by:

- war and warlike activities, for example invasion, acts of foreign enemies and civil war;
- any events for which a fund is established under the War Damage Insurance and Compensation Act, No 85 of 1976;
- terrorism, including the use of violence or threat of violence for political, religious, personal or ideological reasons;
- activities intended to overthrow the government or any local or tribal authority;
- military might (for example martial law, mutiny, military uprising, revolution, including protests, rebellion, civil disobedience and inciting fear in the public);
- civil disturbances [for example riots, strikes, lockouts (whether legal or not)]; or
- the acts of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any activities referred to in the general exclusions above.

These claims will be covered in terms of the Sasria policy attached to this policy.

Claims that arise as a result of the above will be referred to Sasria SOC Limited in terms of the Sasria coupon attached to your policy schedule.

11 Contractual obligations

We will not compensate you for loss which results from contractual obligations, including legal liability, unless you would have had the responsibility if you had not entered into the contract.

12 Consequential loss

We will not compensate you for any consequential loss or damage. This refers to any loss or damage not directly caused by an insured event.

Example: If your vehicle is involved in an accident, we will not be liable for any losses suffered as a result of you not having use of the vehicle.

13 Illegal activities and insured property lawfully confiscated

- We will not compensate you for loss or damage of any insured property covered in terms of this policy that has been used for or in connection with illegal activities. We will not compensate you if any loss or damage of any insured property occurs due to the obtaining, using or soliciting of any narcotics.
- We will not compensate you for any liability that may arise as a result of any injury suffered directly or indirectly by you or any other person as a result of a criminal offence committed by you or such other person.
- We will not compensate you for insured property that has been legally confiscated.

14 You must not hand over your belongings until you have received valid payment

We will not compensate *you* for loss or damage of insured property if *you* give possession of them to a buyer before prior confirmation from the bank that a valid and legal payment for the sale has been made.

Example: If *you* sell your *vehicle* you need to obtain confirmation from your bank that the cheque has been honoured or that the money is not counterfeit, before handing over the *vehicle* to the buyer. Syndicate operations might seem legitimate and *you* may only discover too late that the cheque was fraudulent or the money used was counterfeit.

15 Wear and tear and breakdown

We will not compensate *you* for loss or damage which results from:

- mechanical, electrical or electronic breakdown or defect;
- gradual deterioration including rising damp, mildew, fading, rust or wear and tear;
- servicing, maintenance, cleaning, repairing, restoring, dyeing, bleaching or alteration;
- the action of light or atmospheric conditions; or
- confiscation or detention by any process of the law.

16 Illegal use and/or occupation of an insured property

We will not compensate *you* if occupation or use of the insured property results in the violation of municipal by-laws or laws of South Africa. This includes the use of the insured property as a commune, whether occupied by a legal tenant or not. Cover will cease from the date of such occupation or use.

17 Communicable diseases

- 17.1 This insurance policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 17.2 Subject to any other terms, conditions and exclusions contained in this insurance policy, this policy will cover physical damage to property where such physical damage is directly caused by or arising from any of the perils covered under the sections specified under this policy.
- 17.3 As used herein, a communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- 17.3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
 - 17.3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - 17.3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value or marketability of or loss of use of property.

18 Cyber loss

- 18.1 This insurance policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
- 18.1.1 any loss of, alteration of, damage to or a reduction in the functionality, availability or operation of a computer system, unless subject to point 2 hereunder; and
 - 18.1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.
- 18.2 Subject to all the terms, conditions and exclusions contained in this policy, this policy will cover physical damage to property where such physical damage is directly caused by or arising from any of the perils covered under the sections specified under this policy.

Definitions:

- a) **Computer system** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility.
- b) **Data** means information, facts, concepts, codes or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

19 Loss or damage to drones while in use/operation

We will not compensate *you* for loss or damage to drones or any other self-propelled or radio controlled flying object while in operation, including while starting, switching off, unpacking, packing or during any other set up/assembly/disassembly thereof prior or post any such operations.

20 Loss or damage caused by Electricity Grid Failure

This policy does not cover any events or occurrences incurred or related in any form to Electricity Grid Failure or as a result Electricity Grid Failure, the below are a few examples, but any such events or occurrences are not limited to these:

- i) Any loss or damage directly or indirectly associated with or linked to Electricity Grid Failure.
- ii) Any liability whatsoever directly or indirectly associated with or linked to Electricity Grid Failure.
- iii) Any cost or expense directly or indirectly associated with or linked to Electricity Grid Failure.
- iv) Any consequential loss directly or indirectly associated with or linked to Electricity Grid Failure.

Section 1: Homeowners (Buildings)

Contents

- 1 Cover provided
- 2 Insured events
- 3 Extensions of cover
- 4 Specific conditions
- 5 Specific exclusions
- 6 Accidental death benefit

1 Cover provided

Following loss of or damage to, the insured property due to an event covered by this policy, we may pay out, replace, repair or reinstate the insured property or we may choose to apply a combination of these, for compensating *you*.

2 Insured events

- 2.1 Housebreaking, theft or attempted theft, but if the buildings are vacant, let or sublet there must be visible signs of forcible entry or exit or violence or the threat of violence.

Excluding loss or damage:

- if the insured property is illegally occupied or abandoned;
- caused by *you*, any members of *your* household or *your* legal tenant;
- which occurs with *your* knowledge and permission; and
- where the insured property is abandoned, unoccupied or vacant for more than 60 (sixty) consecutive days or the property is being illegally occupied.

- 2.2 The malicious act of any person or vandalism by any person not living in the buildings, but excluding:

- intentional damage while the insured property is illegally occupied or abandoned;
- damage caused intentionally by *you* and any member of *your* household;
- intentional damage that occurs with *your* knowledge and permission; and
- damage where the insured property is abandoned, unoccupied or vacant for more than 60 (sixty) consecutive days or the property is being illegally occupied.

- 2.3 Fire and explosion, but excluding scorching of any immovable property such as fitted carpets or flooring.

- 2.4 Water, wind, thunder, lightning, storm, hail, flood and snow, but excluding:

- loss or damage to insured property in the open unless the insured property is designed to exist or operate in the open;
- loss or damage due to a rise in the underground water table or pressure caused by it; and
- loss or damage caused by the gradual sinking of land (subsidence) unless specifically insured (refer to insured event 2.9).

- 2.5 Earthquake.

- 2.6 Harmful impact which is caused by:

- aircraft or any object falling from the sky;
- a vehicle crashing into the building;
- falling trees and trees cut down by a professional tree feller; and
- breaking or collapse of TV antennas or radio aerials, satellite dishes, masts and lightning conductors.

- 2.7 Leaking, bursting or overflowing of geysers, solar systems, water pipes, appliances, cisterns, baths and fixed water tanks, except if this is caused by the gradual sinking of land (subsidence), which is more specifically insured (refer to insured event 2.9).

- 2.8 Failure of a fixed water or oil-heating installation.

- 2.9 Subsidence and landslip, but excluding damage caused by:

- damage which existed at the commencement of the policy;
- excavations, alterations, additions or repairs at the risk address;
- normal settlement, shrinkage, expansion or inadequate compaction;
- defective design, defective materials or defective workmanship;
- faulty construction or removal or weakening of support;
- contraction and/or expansion of soil as is experienced in clay and other similar types of soil; and
- the compaction of infill.

3 Extensions of cover

3.1 Accidental damage

We will, at our option by payment, repair or replacement indemnify *you* for accidental damage to the building as specified in the policy schedule. We will not be liable for more than R50 000 for any single insured property or any one occurrence.

The excess that applies to each and every power surge incident is indicated in the schedule and addendum, which may be amended from time to time.

We will not compensate you for Electricity Grid Failure or any resultant damage related thereto.

3.2 Accidental breakage of glass and sanitary ware

While the building is furnished and occupied, we will compensate *you* for accidental breakage of:

- fixed glass windows, glass in doors, glass doors, fanlights, skylights, greenhouses, conservatories, stoves, ovens, verandas and mirror glass; and
- fixed sanitary ware, but excluding chipping, scratching, discolouring and other disfiguration.

3.3 Accidental damage to public supply or main connection

We will compensate *you* for 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 main connection.

The excess that applies to each and every power surge incident is indicated in the schedule and addendum, which may be amended from time to time.

We will not compensate you for Electricity Grid Failure or any resultant damage related thereto.

3.4 Buildings being built or altered

This insurance cover extends to alterations, additions and improvements to insured property specified in the schedule for an amount not exceeding 25% of the sum insured. You must advise us within 31 (thirty one) days of alterations and improvements and may be required to pay an additional premium. Cover under this policy is limited to insured events 2.1 to 2.6 as listed above.

This includes cover for building materials, fixtures and fittings that you own or for which you are responsible.

We will not cover you:

- for damage to gates, fences and retaining walls;
- where acts of nature either cause or contribute to the damage of unroofed or partially roofed structures;
- for stolen building materials and unfitted fixtures and fittings when the building is unoccupied, vacant or abandoned;
- if the building is occupied, building materials and unfitted fixtures and fittings are covered for theft if they are stored on the premises and there are visible signs of forced and violent entry to the premises;
- for glass and sanitary ware that are accidentally damaged; or
- for personal legal liability related to or as a result of, the construction or alterations to the building.

3.5 Cover during transfer of property

A purchaser who occupies an insured property before transfer, will be entitled to the benefit of cover for damage to the buildings for the period from signature of the deed of sale until transfer into the purchaser's name by the deeds office provided that:

- they are not entitled to claims for alternative accommodation or loss of rent; or
- the building is not more specifically insured elsewhere by the purchaser or seller.

3.6 Damage to garden

We will compensate you up to 5% of the sum insured for costs, limited to a maximum of R25 000, you necessarily incurred for the replacement of trees, shrubs and plants situated at the risk address following damage due to fire, fire fighting operations, explosion, impact by vehicles, impact by aircraft or other aerial devices or articles dropped therefrom or deliberate or wilful acts.

3.7 Fees (this amount is over and above the sum insured)

Following loss, destruction or damage to the insured property as a result of an insured event, we will compensate you for costs, limited to 10% of the sum insured necessarily incurred by you with our consent, of the following:

- to demolish the dwelling or any part of the buildings;
- to remove debris from the risk address;
- to erect hoardings required for building operations;
- for architects', quantity surveyors' and consulting engineers' fees;
- for local authorities' fees; and
- for the examination of plans by municipal and other local authorities.

3.8 Fire brigade charges

If your property suffers fire damage, we will compensate you for reasonable costs incurred by you for fire extinguishing charges as provided for by a reputable service provider.

3.9 Fixed filtration

We will compensate you up to a maximum of R10 000 for electrical or mechanical breakdown of fixed filtration or derangement of fixed filtration or water pumping machinery.

3.10 Liability to the public

If your dwelling is insured under this section, then indemnity is provided by the personal legal liability section as it applies to the liability of property owners.

We will not compensate you for Electricity Grid Failure or any resultant damage related thereto.

3.11 Loss of rent/rental value

Following loss or damage to the building by an insured event that makes it uninhabitable, we will pay up to a maximum of 25% of the sum insured for:

- loss of the actual rental, where the building is let to legal tenants; or
- the monthly rental value or monthly mortgage repayment due on the unfurnished building or part of it, if occupied by the insured.

This extension is limited to your primary residence.

We will not compensate you for a longer period than is necessary to repair or replace the loss or damage.

Compensation under this extension is limited to a maximum of 12 (twelve) months or up to 25% of the sum insured, whichever occurs first. This amount is over and above the sum insured stipulated on your policy schedule.

We will not compensate you for Electricity Grid Failure or any resultant damage related thereto.

3.12 New fixtures and fittings

We will compensate you up to 5% of the sum insured for damage to new fixtures and fittings, fitted furniture and fitted appliances installed at the risk address, provided that we are notified in writing within 31 (thirty one) days of installation. You may be required to pay an additional premium.

3.13 Public authorities' requirements

We will pay costs necessarily incurred for repairing or rebuilding following loss of or damage to the building in accordance with public authority requirements, but excluding costs in relation to defective workmanship, design, plans or specifications.

3.14 Removal of fallen trees

We will pay costs you necessarily incur with our written permission for the removal of fallen trees from the risk address after an insured event, up to a maximum of R5 000 in any 12 (twelve) month period of insurance.

3.15 Security guards

We will compensate you up to a maximum of R10 000 and limited to a maximum of 5 (five) days, where costs are incurred to employ security guards necessary to protect the insured contents at the risk address following the occurrence resulting from an insured peril.

3.16 Special alterations

We will pay for essential alterations to facilitate access to the home and alterations to the main residence following accidental permanent disability of the insured, spouse and family members, that occurs during the period of insurance. This is limited to a maximum of R100 000 for any one occurrence.

3.17 Temporary removal of fixtures

We will compensate you up to a maximum of 10% of the sum insured, limited to R250 000, for insured damage, during the period of cover, to permanent fixtures temporarily removed from the building for a period of not more than 60 (sixty) days, for repair or restoration.

3.18 Tracing of leaks

We will compensate you for reasonable costs incurred, but limited to R100 000, for tracing the source of an escape of water, gas or oil from a fixed domestic water or heating appliance and any resulting damage and necessary repairs to floors, walls and ceilings. The first manifestation of any such leakage must occur after commencement of this insurance cover.

3.19 Water leakage costs

Where you are responsible for the costs, we will compensate you up to a maximum of R25 000 for the cost of lost water through accidental leakage from pipes which are on your premises or in your buildings. This does not include leakage from taps, geysers, toilet systems or swimming pools and costs for the repair or replacement of pipes.

3.20 Water pipes

We will compensate you for:

- The repair or replacement of a section of a burst or leaking water pipe. Failure of water pipes must have occurred suddenly and the failure point must be detected using conventional equipment and methods by an approved and qualified service provider.
- Concealed water pipes – failures that are due to rust, corrosion, gradual deterioration or wear and tear will be repaired on the first occasion only. The policy will thereafter be endorsed to exclude water pipe failures from a water pipe which shows evidence of rust, corrosion, gradual deterioration or wear and tear until it has been repaired or replaced. Proof of repair or replacement by a qualified/registered plumber must be submitted to us.
- Unconcealed water pipes – failures caused by rust, corrosion, gradual deterioration or wear and tear are not covered.

We will not compensate you for damage or repairs to the following pipes:

- Swimming pool or jacuzzi, drain pipes, septic tanks, fish tanks or ponds and irrigation systems.
- The repair and replacement of sewerage and waste pipes is not covered, unless due to accidental damage to the public supply as referred to under insured event 3.3.

3.21 Accidental damage to swimming pools, boreholes, jacuzzis, electrical doors and gate machinery and sprinkler systems

We will compensate you for accidental loss or damage by any cause to the machinery or swimming pools, boreholes, jacuzzis, electrical doors and gates and sprinkler systems on the premises, up to a maximum limit of R10 000 for each event.

This excludes liability for:

- loss of or damage to automatic swimming pool equipment;
- loss which is caused by wear and tear, gradual deterioration or rust; and
- Electricity Grid Failure or any resultant damage related thereto.

3.22 Sasria cover

Sasria will cover loss or damage as a result of a Sasria related incident/event/occurrence as described under point 10 of the General Exclusions as above, up to:

- A maximum amount of the sum insured specified per section.
- A maximum of R100 000 per extension or the amount stated under each extension, whichever is the lesser and a cumulative maximum of R250 000 for all extensions combined.

Sasria will not cover the following as above:

- Subsidence and/or landslip
- Impact damage caused by:
 - aircraft or any object dropped from them; or
 - falling trees, excluding trees intentionally felled
- All forms of accidental damage cover
- Liability to the public
- Removal of trees
- Special alterations
- Temporary removal of fixtures
- Tracing of leaks
- Water leakage costs
- Power surge
- Water pipes.

4 Specific conditions

4.1 Basis of settlement

If the insured property is destroyed or damaged, we will indemnify you by replacing and/or reinstating on the same site. The insured property will be of the same or a similar type, but not superior to or more extensive than the original insured property. When compensating you, we may select one or a number of the following options:

- repair the damage by a service provider of our choice;
- replace the damage by a service provider of our choice; or
- pay for damaged property (*cash-in-lieu*).

The damaged insured property that is replaced or paid for (*cash-in-lieu* settlement) becomes our salvage.

4.2 Geyser and solar system

We will pay:

- 4.2.1 for the replacement or repair of a fitted geyser that bursts or leaks, carried out by an Absa Insurance Company approved service provider, we will do so in a reasonable and fair manner;
- 4.2.2 for the replacement or repair of a fitted geyser that bursts or leaks, up to a maximum limit of R15 000 per claim in a reasonable and fair manner, if replacement thereof is undertaken by a non-approved Absa Insurance Company service provider; and
- 4.2.3 for loss or damage or malfunctioning of your geyser and solar system safety valves, draincock, element, thermostat, gaskets, pressure reducing valves, relief valves, vacuum breakers, dedicated shut-off valves and non-return valves.

The solar geyser and/or solar system must be installed by a Plumbing Industry Registration Board qualified solar installer who is able to issue a certificate of compliance, the solar geyser and/or solar system must be SANS marked (approved) and installed in line with SANS requirements. The solar geyser and/or solar system must be frost and freeze resistant when installed in areas that experience frost or freeze conditions.

All geyser and solar geyser systems must be installed by certified and competent employees. A Certificate of Competency ("CoC") must be issued for every installation.

All solar systems must be installed according to the following South African National Standards ("SANS"):

- 1 SANS 10106
- 2 SANS 10254
- 3 SANS 12052.

All 300 litre solar geyser installations will require an engineer's certificate to be issued by the original installer of the system to ensure compliance with the above standards. The insured will be required to keep this and produce it whenever required.

The excess that applies to each and every power surge incident is indicated in the schedule and addendum, which may be amended from time to time.

What we will not cover you for in respect of this insured peril:

- 1 electrical failures resulting from defective wiring and connections to circuit breakers, isolator switches, ripple relays, power saving devices and power supply to the geyser;
- 2 defective or non-compliant components under the SANS Codes of Good Practice of the installation of components;
- 3 geysers, solar geyser and solar system components that are covered under a manufacturer's warranty; and
- 4 for Electricity Grid Failure or any resultant damage related thereto.

4.3 Interest of the mortgagee

If you have a mortgage bond registered over the buildings, the rights of the lender (also known as the mortgagee):

- have priority over your interests;
- are limited to the amount you owe on the finance agreement; and
- will not be invalidated by any act or omission of yours if it occurs without the mortgagee's knowledge.

Example: A policyholder buys a house for R200 000 and borrows money from a financial institution to pay for it. The bank issues a mortgage bond on the insured property for the full purchase price. The policyholder insures her home for the full replacement value. Over the next 5 (five) years, the policyholder pays back R50 000 to the bank. Unfortunately, her home is totally destroyed as a result of a fire. The policyholder claims from her insurance due to this event. Her insurance company pays her bank the outstanding bond amount of R150 000. The balance of the sum insured is paid out to the policyholder. She receives an amount of R50 000, which is the same as the amount she has paid back on her bond.

4.4 Onus

If we allege that loss or damage is not covered by this policy, then the burden of proving the contrary will rest on you.

4.5 Replacement value up to sum insured

You are responsible for ensuring that your insured property is covered for the correct and full replacement value. We will compensate you for the replacement costs of your building due to loss or damage by an insured event. Compensation is limited to the sum insured indicated in the schedule, less any excess that applies. If you do not purchase cover for the full value of the building, we will only compensate you for the percentage of insurance you have with us. You will be responsible for the difference.

4.6 Bank valuations or assessments

Although the insured property could have been assessed by the mortgagee, the purpose of the assessment is to show that the insured property offers sufficient security to the mortgagee. This assessment can be used to determine the market value of the insured property. This assessment is not used to determine the replacement value of the insured property. The assessment does not guarantee that the insured property is free of defects or that the buildings are built according to national building regulations or that the sum insured is adequate.

You remain responsible for:

- repairing defects and ensuring that the buildings meet national building regulations in order for your insurance cover to apply;
- ensuring that the sum insured represents the full replacement value of the insured property at all times; and
- ensuring that the sum insured noted in the schedule is the maximum amount payable, less the excess.

Example: John purchased a property at an auction. The purchase price at the auction was R200 000.

The property needed some improvements and general maintenance work done. This was due to overall neglect by the previous owners and to correct some building defects that were detected. On completion of these repairs John asked for an assessor to revalue his property. To his delight John was advised his property now had a market value of R450 000 due to the improvements he had made. The assessor asked John if he had adequate insurance cover as the replacement value of his property had also increased. John asked him how this should be calculated.

The assessor guided him as follows:

The size of the building was 100m². The estimated building replacement cost of the building is as follows:

*Standard	**R5 800 x 100m ²	R580 000 finishes
Plus 10% of this subtotal to cover:	Rental loss/loss of rent, architects', engineers' and other professionals' fees, demolition costs and site clearance, etc.	R58 000
Total replacement value:		R638 000

This would mean he would need to fund the difference himself. Refer to Section B – General terms of insurance: Under insurance.

*For guidance and a more accurate figure, please refer to absa.co.za or you can request a copy from our policy administration department.

**This amount is for illustrative purposes only.

4.7 Legal tenants

If an occupant, without *your* knowledge or consent, does or omits to do anything which invalidates the policy, cover will not be affected provided that:

- *you* notify us of this act or omission as soon as *you* become aware of it;
- *you* pay any additional premium relating to the change in risk if required; and
- *you* did not know nor agree to their act or failure to act.

4.8 Transfer of rights

You cannot cede this policy without our written permission. *Your* rights in this policy are automatically ceded to the first mortgagee registered in respect of the insured property.

4.9 Sasria cover

The Sasria coupon incorporates the terms, conditions, exceptions, exclusions and warranties of the underlying policy to which it attaches. It does not automatically incorporate the extensions. In order to cater for the extensions, the Sasria sum insured must be increased by the value of the extension and a premium charged for the said extension. In this instance, a schedule showing a breakdown of all additional covers included (together with the sum insured) must be attached to the coupon.

5 Specific exclusions

5.1 We will not compensate *you* for loss or damage of the buildings caused by any of the following:

- Any act *you* commit while drunk, insane or acting with reduced capacity, whether or not *you* could form any intention at the time of the act.
- Theft and other intentional acts:
 - from outbuildings, unless there are visible signs of forced entry or exit; and
 - while the building is let or sublet, unless there are visible signs of forced entry or exit.
- Where the building is vacant, abandoned or illegally occupied.
- Where buildings are not maintained in good order and condition.
- Defects in design, alteration, repair or construction of the building, defective workmanship or where the structure would not have been approved by the relevant local authority at the time of construction (the building must comply with SANS requirements).
- Retaining walls not built according to a registered structural engineer's specifications.
- Any increased cost because matching materials are not available.
- Roots or weed.
- Loss or damage of any insured property related to *your* profession, business or farming operations, unless specifically insured. If used for business or commercial purposes, we must be advised immediately in order for the correct insurance to be arranged.
- Any existing damages that occurred before the policy start date.
- Liability accepted by agreement that would not have existed in the absence of the agreement.
- Loss or damage of certain items on the insured property such as:
 - fences (other than hard/taut wire fences) and gates (excluding electric fence) caused by fire, storm or flood;
 - soil and planted hedges;
 - vinyl or plastic pools, automatic pool cleaners and pool and jacuzzi covers;
 - netting or shade netting, unless it forms part of carport, canvas, pool safety nets or similar materials;
 - outdoor structures without foundations;
 - dam walls, piers, jetties, bridges, culverts and drains; and
 - earthen walls or structures and earthen or gravel driveways.

5.2 Warranty insurance

We will not compensate *you* for any loss or damage which is insured under a valid manufacturer's warranty.

5.3 Claims for refilling of swimming pools

We will not compensate *you* for the cost of refilling *your* swimming pool, irrespective of the reason for the insured event.

5.4 We will not compensate *you* for Electricity Grid Failure or any resultant damage related thereto.

6 Accidental death benefit

6.1 We will pay the insured's estate up to the maximum benefit amount of R12 500 after the insured's death, on condition that:

- The death is as a result of accidental bodily injury.
- The death occurs within 1 (one) year of the accidental bodily injury and is regarded as a direct result of such accident.

6.2 We will not compensate the insured if the death is due to:

- suicide, attempted suicide or intentional self-injury;
- an accident occurring while the insured person is under the influence of alcohol or any drug not prescribed by a registered medical practitioner;
- flying or any form of airborne aerial activity, except while travelling as a fare-paying passenger on a recognised airline; or
- 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.

We will not compensate the insured if *you* are younger than 16 years of age.

6.3 Insured

The insured is the person named in the schedule or in the event of joint ownership, the first deceased.

6.4 Occupation, travel and residence

Unless otherwise stated, the policy has no restrictions relating to occupation, travel or residence.

6.5 Notice of claim

In the event of a fatal accident or bodily injury, we must be notified in writing within 120 (one hundred and twenty) days of the occurrence.

Section 2: Householders (Household contents)

Contents

- 1 Cover provided
- 2 Insured events
- 3 Extensions of cover
- 4 All risks cover for household contents
- 5 Legal liability
- 6 Specific conditions
- 7 Specific exclusions

1 Cover provided

Following loss of or damage to the insured property due to an event covered by this policy, we may pay out, replace, repair or reinstate or we may choose to apply a combination of these for compensating *you*.

2 Insured events

- 2.1 Fire, lightning, power surges, explosions, water, storm, wind, hail or snow, including loss of or damage to the insured contents while temporarily in any other dwelling owned or occupied by *yourself* or members of *your* family, but excluding destruction or damage:
 - to insured property in the open; and
 - which results from any process necessarily involving the use or application of water.

A power surge claim may be caused by Loadshedding as per the definition under your general section of this policy.

The excess that applies to each and every power surge incident is indicated in the schedule and addendum, which may be amended from time to time.
- 2.2 The deliberate or wilful or malicious act of any person other than *yourself*.
- 2.3 Earthquake.
- 2.4 Loss or damage resulting from bursting, leaking or overflowing of water apparatus or fixed oil-fired heating apparatus.
- 2.5 Harmful impact which is caused by:
 - aircraft or any object falling from the sky;
 - a road *vehicle* crashing into the building;
 - falling trees and trees cut down by a professional tree feller; and
 - collapse of TV or radio aerials, satellite dishes, masts.
- 2.6 Theft or attempted theft from:
 - *your* private building at *your* residence as stated in the policy schedule, limited to 5% of the sum insured, unless there is forcible and/or violent entry or exit to or from the building;
 - any furniture storage depot or a bank safe deposit if there is forcible and/or violent entry or exit to or from such storage depot or bank safe deposit, limited to R5 000, unless noted in the policy schedule; or
 - any other building, but limited to 5% of the sum insured, unless there is forcible and/or violent entry or exit to or from the building.
- 2.7 a) Theft:
 - of laundry, garden furniture and any swimming pool equipment from the grounds of the dwelling, up to R50 000 for any one claim;
 - of the insured property being moved by professional removers during a permanent change in the risk address; and
 - of the insured property while in transit to or from a furniture storage depot or a bank safe deposit.b) Damage:
 - as a result of the insured property being moved by professional removers during a permanent change in the risk address; and
 - of the insured property while in transit to or from a furniture storage depot or a bank safe deposit.
- 2.8 We will compensate *you* for loss of or damage to contents caused by subsidence or landslip, excluding loss or damage following:
 - damage which existed on the commencement date of the policy;
 - excavations, alteration, additions or repairs at the risk address;
 - normal settlement, shrinkage, expansion or inadequate compaction;
 - defective design, defective materials or defective workmanship;
 - faulty construction or removal or weakening of support;
 - contraction and/or expansion of soil as is experienced in clay and other similar types of soil; and
 - the compaction of infill.

3 Extensions of cover

3.1 Accidental breakage of glass and sanitary ware

While the building is furnished and occupied, we will compensate *you* for accidental breakage of:

- fixed glass windows, glass in doors, glass doors, fanlights, skylights, greenhouses, conservatories, stoves, ovens, verandas, mirror glass; and
- fixed sanitary ware, but excluding chipping, scratching, discolouring and other disfiguration.

3.2 ATM assault

We will compensate *you* up to a maximum limit of R5 000 for emergency medical treatment rendered by a qualified medical practitioner, resulting from injuries sustained following assault while operating an automatic teller machine ("ATM").

3.3 Business contents

We will compensate *you* up to a maximum limit of R200 000 for loss of or damage to business contents kept at the risk address as indicated in the schedule, provided that loss or damage which results from theft or attempted theft is accompanied by forcible and violent entry.

- Computers, laptops and cellphones which are more specifically insured are excluded.
- The sum insured for this cover must not exceed 30% of the total sum insured for household contents.
- The replacement value of each stock item will be restricted to the cost price of such item and not the intended sale price.

3.4 Cash cards and credit cards

We will compensate *you* up to a limit of R5 000 in any one period of insurance for financial loss *you* suffer for the fraudulent or illegal use of any cash card or credit card belonging to *you*, provided that *you* have complied with the terms and conditions of the card issuing authority.

- 3.5 Clearance costs following loss or damage**
We will compensate *you* for the reasonable cost of any one claim for necessary costs incurred in respect of the removal of debris from the buildings or the grounds following loss or damage.
- 3.6 Contents not usually kept in the home**
If household contents and personal effects not otherwise insured, belonging to any parent or grandparent of *yours* residing in a registered nursing home or registered residential care home, are lost or damaged as a result of an insured event, we will compensate the parent or grandparent up to R10 000 for any one claim, subject to forcible and violent entry to the premises.
- 3.7 Documents**
We will compensate *you* up to a limit of R25 000 for any one event for reinstating documents or obtaining duplicates in respect of *your* personal documents which are lost or damaged by an insured event. We will not be liable for the value of the contents of such documents.
- 3.8 Domestic help's property**
We will compensate *you* up to a limit of R100 000 for property not otherwise insured, belonging to any domestic helper in *your* direct employ, which is lost or damaged by an insured event.
- 3.9 Injury compensation**
We will compensate *you* up to a maximum limit of R50 000 if *you* are critically injured at home as a result of an accident caused by thieves or fire.
- 3.10 Fire brigade charges**
If *your* property suffers fire damage, we will compensate *you* for reasonable costs incurred by *you* for fire extinguishing charges as provided for by a reputable service provider.
- 3.11 Gifts**
We will compensate *you* up to a maximum limit of R10 000 for loss of or damage to *your* gifts received or purchased, which occurs either 1 (one) month before and 1 (one) month after a wedding, anniversary, birthday, engagement or religious celebration, provided that the loss occurs at the insured property indicated in the schedule.
- 3.12 Guests' property**
We will compensate *you* up to a maximum limit of R50 000 for property not otherwise insured, belonging to guests temporarily residing with *you*, which is lost or damaged by an insured event.
- 3.13 Household contents in transit**
We will compensate *you* up to a maximum limit of R5 000 of the sum insured for:
- loss of or damage to household goods and groceries in *your* custody while in transit between any place of purchase, repair or renovation, following a collision or overturning of the conveying motor vehicle; and
 - loss of or damage to goods by theft, following forcible or visible entry while contained in a locked boot.
- 3.14 Hole-in-one (golf) and full total (bowls)**
We will compensate *you* up to a maximum limit of:
- R5 000 if *you* score a hole-in-one playing in terms of the official rules of the game at any recognised golf club affiliated to a provincial golf union, provided that *you* provide written confirmation from the secretary/captain of the club.
 - R5 000 if *you* achieve a full house in an official singles competition or league match, provided that *you* provide written confirmation from the secretary/captain of the club.
- 3.15 Household keys and locks**
We will compensate *you* for costs reasonably and necessarily incurred as a direct result of any keys, locks, remote controls and electric keys for the private residence owned by *you* being lost or damaged. We will pay up to a maximum limit of R50 000, but limited to R20 000 per item, any one claim.
- 3.16 Loss of money**
We will compensate *you* up to a limit of R25 000 for the loss of money and negotiable instruments kept in a locked safe on the insured property, by forcible and violent entry or exit.
- 3.17 Loss of rent**
If the building becomes uninhabitable following a loss or damage as a result of an insured peril, we will, for a maximum of 12 (twelve) months or the period necessary for reinstatement, whichever is the lesser, compensate *you* for a cumulative amount up to a maximum of 25% of the sum insured for the rent for which *you* are legally liable.
This extension is excluded if *you* are the legal owner of the building and receiving payment under extension 3.11 of *your* homeowners building section or receiving payment for loss of rent under *your* building insurance section placed with another insurance company.
We will not compensate *you* for Electricity Grid Failure or any resultant damage related thereto.
- 3.18 Loss of water by leakage**
Where *you* are responsible for the costs, we will compensate *you* up to a maximum of R25 000 for the cost of lost water through accidental leakage from pipes which are on *your* premises or in *your* buildings. This does not include leakage from taps, geysers, toilet systems or swimming pools. Costs for the repair or replacement of pipes are not covered under this extension.
- 3.19 Medical treatment for domestic help**
We will compensate *you* up to a maximum limit of R25 000 for medical treatment rendered by a qualified medical practitioner as a result of accidental bodily injury sustained by a domestic helper in the course of employment.
- 3.20 Medical treatment/Domestic animals**
We will compensate *you* up to a maximum of R5 000 for medical treatment rendered by a qualified medical practitioner as a result of accidental bodily injury sustained by any person other than *you* and caused by a domestic animal owned by *you*.
- 3.21 Newly acquired contents**
We will compensate *you* for loss of or damage to newly acquired contents, subject to *you* notifying us within 6 (six) months of the acquisition and the required additional premium being paid. We will not be liable for more than 25% of the sum insured, up to a maximum of R100 000.
- 3.22 Refrigerated contents**
We will compensate *you* up to 1% of the sum insured, limited to a maximum amount of R20 000, for the deterioration of foodstuffs contained in any refrigerator or deep freeze, caused by accidental failure or breakdown of the electricity supply or unit.
We will not compensate *you* for Electricity Grid Failure or any resultant damage related thereto.

3.23 Security guards

We will compensate you up to a maximum of R10 000 and limited to a maximum of 5 (five) days, where costs are incurred to employ security guards necessary to protect the insured contents at the risk address following an occurrence resulting from an insured event.

3.24 Storage costs

We will compensate you up to a maximum of 20% of the sum insured for up to 30 (thirty) days in respect of storage costs you necessarily incurred to safeguard the contents of the insured property, following an occurrence resulting from an insured peril.

3.25 Specified valuable insured property

We will, at our option, restore, repair, replace or pay in cash up to the amount indicated in the schedule. The amount payable will be the current replacement cost or the agreed value as indicated in the schedule, whichever is the lesser, less the excess as indicated in the schedule.

3.26 Trauma

If you are a victim of a violent act of theft, attempted theft, hold-up or hijacking which necessitates professional counselling, we will compensate you up to a maximum amount of R5 000 for any one event.

3.27 Veterinary fees

In the event of a road accident, we will pay you up to a maximum limit of R10 000 for veterinary attention as a result of bodily injury sustained by a domestic animal owned by you.

3.28 Washing

We will compensate you up to a maximum of R25 000 for loss of or damage to clothing on a washing line.

3.29 Accidental damage

We will compensate you for accidental damage to household contents/items in your building, up to a maximum of R50 000 per claim.

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

- caused by or resulting from wear and tear, depreciation, electrical or mechanical breakdown, rust, mildew, moth, vermin or insects;
- any gradually operating cause, processes, dyeing, cleaning, renovating, the action of light or atmospheric conditions;
- to furniture or domestic appliances by scratching, denting or chipping;
- to musical instruments by scratching, bruising, breakage of strings or reeds and splitting of skins;
- to firearms, video or audio tapes or articles of china or glass;
- by overwinding of clocks or other mechanical apparatus; and
- to tools, automatic pool cleaners, garden furniture, cellphones and/or laptop computers.

A power surge claim may be caused by Loadshedding as per the definition under your general section of this policy.

The excess that applies to each and every power surge incident is indicated in the schedule and addendum, which may be amended from time to time.

We will not compensate you for Electricity Grid Failure or any resultant damage related thereto.

3.30 Sasria cover

Sasria will cover loss or damage as a result of a Sasria related incident/event/occurrence as described under point 10 of the General Exclusions as above, up to:

- A maximum amount of the sum insured specified per section.
- A maximum of R100 000 per extension or the amount stated under each extension, whichever is the lesser and a cumulative maximum of R250 000 for all extensions combined.

Sasria will not cover the following extensions as above:

- Theft from any storage depot or bank safe deposit
- Household contents in transit
- Subsidence and/or landslip
- Accidental damage to glass or sanitary ware
- ATM assault
- Cash cards and credit cards
- Contents not usually kept in the home
- Injury compensation
- Gifts
- Hole-in-one (golf) and full total (bowls)
- Loss of water by leakage
- Refrigerated contents
- Veterinary fees
- Medical treatment/domestic animals
- Medical treatment for domestic help
- Legal liability occurring at a property the insured resides at
- Any form of accidental damage cover provided for.

4 All risks cover for household contents

For this extension, "accidental" will mean theft, loss or damage, if not more specifically insured under "insured events".

4.1 Benefits

- Insured events are extended to include theft, accidental loss of or damage to insured property, by any cause not specifically excluded, while at or away from home.
- We will, at our option by payment, repair or replacement, compensate you up to the maximum limit of R50 000 for theft, loss of and damage to household goods in and out of the dwelling.

The excess that applies to each and every power surge incident is indicated in the schedule and addendum, which may be amended from time to time.

4.2 Worldwide cover

The territorial limits under this extension are extended to include worldwide cover.

4.3 Exclusions applicable to this extension

We will not be liable for loss of or damage:

- 4.3.1 caused by or resulting from wear and tear, mechanical or electrical breakdown, rust, mildew, moth, vermin, insects, any process of dyeing, cleaning, restoring or renovating, the action of light or atmospheric conditions, any other gradually operating cause or confiscation or detention by any process of law;

- 4.3.2 to furniture or domestic appliances by scratching, denting or chipping;
- 4.3.3 to sports equipment or any horse riding equipment while in use, including while mounting or dismounting the horse. Bowls, golf clubs or fishing rods and reels do not form part of this exclusion;
- 4.3.4 to motor *vehicles* and *trailers*, including their fitted accessories, waterborne vessels or craft other than surfboards, canoes, paddle boards, paddle skis and their equipment (inflatable, fibre glass and plastic);
- 4.3.5 to musical instruments by scratching, bruising, breakage of strings or reeds or splitting of skins;
- 4.3.6 to contact lenses due to scratching, resulting from immersion in hot water or while you are engaged in swimming;
- 4.3.7 to firearms by rusting, bursting or derangement;
- 4.3.8 to *insured property* lost from an unattended motor *vehicle*, unless the *insured property* was concealed in the boot/hatch compartment of *your vehicle* or the concealed space between *your seat* and loading bay of *your LDV*, forming part of a locked *vehicle* and there is violent and forcible entry to the *vehicle*; and
- 4.3.9 to *insured property* dispatched under a bill of lading or waybill.

We will not compensate you for Electricity Grid Failure or any resultant damage related thereto.

4.4 Conditions applicable to this extension

4.4.1 Pedal cycles

If the pedal cycle is left unattended in a public place, it must be locked to an immovable object when not in use. Our liability is limited to a maximum amount of R6 000 in respect of any one pedal cycle. Damage to tyres is excluded.

4.4.2 Stamp collections

- We will only be liable if one or more complete pages of the collection are lost, destroyed or damaged.
- Our liability for any one stamp, block or cover will not exceed R5 000 or two thirds of the value stated in any current recognised catalogue, whichever is the lesser amount.

4.4.3 Coin collections

We will not be liable for:

- Current coins.
- More than R5 000 for any one coin.

4.4.4 Electronic/Handheld and/or Laptop device

Any handheld electronic device and/or laptop is limited to the maximum amount of R15 000 per item, with an excess of R1 000 per item in the event of a loss.

4.4.5 Watches and jewellery

- We will not be liable for the loss of or damage to, any watch, any one jewellery article, pair or set that exceeds R50 000 under this extension. Watches or jewellery in excess of R50 000 must be specified under the All Risk section of the policy.
- For watches and jewellery over R25 000 in value, proof of ownership must be provided at the time of a claim. Should an updated valuation of the item prior to the date of loss not be available, the claim will be settled on the last known valuation thereof. If, however, the current value of the item at the time of the claim is less than the last valuation/known value of the item, the claim will be settled on the value of the item at the time of the loss.

4.4.6 Vehicle remote jamming

Should you suffer a loss to items/property insured under this section of *your* policy, that have been removed from the boot/hatch of *your vehicle* or the concealed space between *your seat* and loading bay of *your LDV*, due to access/entry being gained as a result of a remote jamming incident and you are unable to show any signs of forcible and/or violent entry or exit to or from *your vehicle*, we will cover you up to a maximum of R15 000 per claim, restricted to one claim within a 12 (twelve) month period. [We will not cover another claim unless 12 (twelve) months has passed since *your last claim* for a remote jamming related incident.]

5 Legal liability

5.1 Tenant's liability

We will pay all sums limited to the maximum amount of R1 000 000 for any one event, which you are legally liable to pay as tenant and occupant of any private residence for compensation in respect of:

- physical loss of or physical damage to the *buildings* directly caused by an insured event; and
- physical breakage of:
 - sanitary ware forming part of the dwelling, excluding chipping and scratching;
 - fixed glass, including mirrors and glass in solar heaters and stoves forming part of the dwelling; and
 - physical damage to underground pipes and cables extending from the dwelling to the public mains occurring during the period of insurance as a result of an accident.

We will not compensate you for Electricity Grid Failure or any resultant damage related thereto.

5.2 Common law liability to domestic help

We will pay all sums which you are legally liable to compensate in respect of accidental death, *illness* or bodily injury of any *domestic employee* during the course of employment of such person with you at the dwelling and occurring during the period of insurance as a result of an accident:

- all costs and expenses of litigation;
- recovered by any claimant against you; or
- incurred with our written consent.

This is subject to the amount payable only in respect of any one accident or series of accidents occurring from one incident, which cannot exceed the maximum amount of R1 000 000, including all compensation, costs of litigation and other such costs and expenses as may be necessary.

In addition and in connection with the employment of the domestic help by yourself, we will compensate you for costs and expenses, limited to a maximum of R20 000, that you incurred with our consent to defend any criminal action brought against you due to an alleged contravention of the Machinery and Occupational Safety Act, No 6 of 1983.

The indemnity in this extension does not apply to the following:

- liability assumed by agreement and which would not have attached in the absence of the agreement;
- costs and expenses incurred subsequent to the date on which we have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any *occurrence*; and
- Electricity Grid Failure or any resultant damage related thereto.

6 Specific conditions

6.1 Basis of settlement

We will compensate you by replacement, repair or payment in cash in respect of insured property lost or damaged by insured events. We can choose to apply a combination of these. The amount payable will be based on the current replacement value.

The damaged insured property that is replaced or paid for (*cash-in-lieu* settlement) becomes our salvage.

6.2 Burglar alarm warranty

We will not be liable for the theft or attempted theft if we require an alarm system on the main building as shown in the schedule unless:

- The alarm system is installed.
- The alarm is linked to armed response at an alarm company.
- The alarm is maintained in a working condition.
- The alarm is armed whenever the building is unoccupied.

6.3 Restriction of cover – holiday homes and cottages

We are not liable for claims by theft or attempted theft at any unoccupied residence or cottage used by you as holiday premises, unless such theft (or attempt) is accompanied by visible, forcible and violent entry.

6.4 Sasria cover

The Sasria coupon incorporates the terms, conditions, exceptions, exclusions and warranties of the underlying policy to which it attaches. It does not automatically incorporate the extensions. In order to cater for the extensions, the Sasria sum insured must be increased by the value of the extension and a premium charged for the said extension. In this instance, a schedule showing a breakdown of all additional covers included (together with the sum insured) must be attached to the coupon.

7 Specific exclusions

We will not be liable in terms of this section for loss or damage in connection with:

7.1 Insured property let or sublet

Theft from the dwelling while lent, let or sublet, unless there is visible evidence of forcible and violent entry.

7.2 Limits

Any amount in excess of one-third of the sum insured for precious metals and stones, jewellery, furs, rugs, carpets and works of art, unless specifically insured.

7.3 Electricity Grid Failure

Electricity Grid Failure or any resultant damage related thereto.

Section 3: All risks

Contents

- 1 Cover provided
- 2 Specific conditions
- 3 Specific exclusions

1 Cover provided

If unspecified insured property and specified insured property are accidentally lost or damaged, we will compensate *you*. We can also choose to repair or replace the insured property. The amount payable will be the current replacement cost, limited to the sum insured.

- 1.1 **Unspecified insured property** means personal possessions that are not specifically listed in *your* schedule but covered under this extension, subject to the value of any one claim not exceeding the sum insured stated in *your* schedule and any one item, set or pair not exceeding 25% of such stated sum insured.
- 1.2 **Specified insured property** means to provide a specified detailed description of an item that is individually listed in the schedule with its value shown, for example jewellery, cellphones and sporting equipment. Items specifically insured can only be claimed for under the section of the policy it is specified.

2 Specific conditions

2.1 Cellular telephones (if specified in the schedule)

- We will compensate *you* for loss of or damage to cellular telephones.
- We will not be liable for loss or damage from an unattended motor vehicle unless kept in a securely locked boot or compartment and entry is gained by forcible and violent means.
- If the sum insured as stated in the schedule is adequate and details are noted in the policy schedule, we will also compensate *you* for loss of or damage to *your* hands-free cellular car kit while permanently fitted to *your* motor vehicle.
- If *your* cellular phone is lost or damaged by an event covered by the policy and a suitable replacement is not available and this renders the hands-free car kit of no use, we will replace with a hands-free car kit compatible to the replacement cellular telephone.
- *You* will be liable and responsible for any excess.

2.2 Collections

2.2.1 Stamps

If a stamp collection is specified in the schedule:

- we will only be liable if one or more complete pages of the collection is lost or damaged; and
- our liability for any one stamp will not exceed two-thirds of the value as stated in any current recognised catalogue, or R5 000, whichever is the lesser.

2.2.2 Coins

If a coin collection is specified in the schedule, we will not be liable for:

- current coins; or
- more than two-thirds of the value stated in any current recognised catalogue or R5 000, whichever is the lesser value for any one coin.

2.3 Car sound equipment (if specified in the schedule or included as factory fitted)

- We will compensate *you* for loss of or damage to car sound equipment.
- We will not be liable for any loss of or damage to car sound equipment that is attached or fitted to an anti-theft bracket or a detachable device while the *vehicle* is unattended, unless such detachable sound equipment was concealed in the boot/hatch compartment of *your vehicle* or the concealed space between *your* seat and loading bay of *your* LDV, forming part of a locked *vehicle* and there is violent and forcible entry to the *vehicle*. The onus is on *you* to furnish proof of value and that such sound equipment was fitted to *your vehicle* prior to any loss. *You* will be liable and responsible for the excess.

2.4 Cellphones (if specified in the schedule)

We will compensate *you* for loss of or damage to cellular or mobile telephones. We will not be liable for loss or damage from an unattended motor *vehicle* unless kept in a concealed boot/hatch compartment of *your* vehicle or the concealed space between *your* seat and loading bay of *your* LDV, forming part of a locked vehicle and there is violent and forcible entry to the vehicle. If the *sum insured* as stated in the schedule is adequate and details are noted in the policy, we will also compensate *you* for loss or damage of *your* hands-free cellular car kit while permanently fitted to *your* motor *vehicle*. In addition, if *your* cellphone is lost or damaged by an event covered by the policy and a suitable replacement is not available and this renders the hands-free car kit of no use, we will replace it with a hands-free car kit compatible with the replacement cellphone. *You* will be responsible for the excess.

2.5 Excess

The excess that applies to all risks cover is indicated in the schedule and addendum, which may be amended from time to time. If any compensation we make includes the excess that *you* are responsible for, *you* must repay it to us immediately.

The excess that applies to each and every power surge incident is indicated in the schedule and addendum, which may be amended from time to time.

2.6 Property that must be specifically insured

- Cellphones, handheld electronic devices and laptops in excess of R15 000.
- Hang-gliders.
- Waterborne vessels or craft other than surfboards, canoes, paddle boards, paddle skis and their equipment (inflatable, fibre glass and plastic).

2.7 Vehicle remote jamming

Should *you* suffer a loss to items/property insured under this section of *your* policy, that have been removed from the boot/hatch of *your* vehicle or the concealed space between *your* seat and loading bay of *your* LDV, due to access/entry being gained as a result of a remote jamming incident and *you* are unable to show any signs of forcible and/or violent entry or exit to or from *your* vehicle as per exclusion 3.2 hereunder, we will cover *you* up to a maximum of R15 000 per claim, restricted to one claim within a 12 (twelve) month period. [We will not cover another claim unless 12 (twelve) months has passed since *your* last claim for a remote jamming related incident.]

3 Specific exclusions

We will not be liable for:

- 3.1 any article, item, pair or set under the unspecified insured property that exceeds R10 000;
- 3.2 insured property stolen from an unattended vehicle unless the items/property are kept in a concealed boot/hatch compartment of *your* vehicle or the concealed space between *your* seat and loading bay of *your* LDV, forming part of a locked vehicle and there is violent and forcible entry to the vehicle subject to this exclusion being read in conjunction with condition 2.3 above;
- 3.3 damage as a result of wear and tear or depreciation, inherent vice or gradual deterioration;
- 3.4 loss or damage caused by or resulting from wear and tear, mechanical or electrical breakdown, rust, mildew, moth, vermin, insects, any process of dyeing, cleaning, restoring or renovating, the action of light or atmospheric conditions or any other gradually operating cause;
- 3.5 confiscation or detention by any process of law;
- 3.6 loss or damage of pedal cycles valued in excess of R6 000 when not in use, unless locked to an immovable object with the intention of preventing theft;
- 3.7 loss of or damage to photographic and optical equipment while the equipment is being used for commercial or professional purposes or expeditions of discovery or research;
- 3.8 loss of or damage to money or documents;
- 3.9 failure of insured property which are within the manufacturer's warranty period;
- 3.10 theft of caravan or trailer contents while the caravan or side tent is unattended, unless there was violent and forcible entry;
- 3.11 loss of or damage to caravan contents due to fraud or dishonesty by any person to whom *you* have loaned or hired the caravan;
- 3.12 loss of or damage to a firearm or gun caused by rusting, bursting or derangement;
- 3.13 loss of or damage to a firearm or gun when not being carried on the person at the time of loss;
- 3.14 loss of or damage to any watch or article of jewellery in excess of R25 000 unless a professional valuation dated prior to the loss or damage is submitted;
- 3.15 to sports equipment or any horse riding equipment while in use, including while mounting or dismounting the horse. Bowls, golf clubs or fishing rods and reels do not form part of this exclusion;
- 3.16 to musical instruments by scratching, bruising, breakage of strings or reeds or splitting of skins;
- 3.17 to contact lenses due to scratching, resulting from immersion in hot water or while *you* are engaged in swimming;
- 3.18 costs incurred by *you* in preparing a claim; and
- 3.19 Electricity Grid Failure or any resultant damage related thereto.

Section 4: Motor vehicles

Contents

- 1 Cover provided
- 2 Extensions of cover
- 3 Optional cover
 - 3.1 Credit Shortfall extension
 - 3.2 African Traveller Evacuation Cover
- 4 Specific conditions
- 5 Legal liability to third parties
- 6 Specific exclusions
- 7 General exclusions

1 Cover provided

Following loss of or damage to the insured *vehicle(s)* by an event covered by this policy under one of the three types of cover selections below, we may pay out, replace, repair or reinstate or we may apply a combination of these for compensating you.

1.1 Comprehensive cover

We will compensate you for loss of or damage to, the insured *vehicle* including its fixtures and fittings while permanently fitted and windscreen glass or headlamps, standard fitted accessories, tools and factory-fitted sound equipment (excluding compact disc recording and audio tapes), not exceeding the reasonable *retail value* of the insured *vehicle* at the time of the loss, but limited to the *sum insured*.

1.2 Replacement of a new vehicle

If the *vehicle* is not older than 12 (twelve) months after the date of first registration and has been driven for less than 30 000km, we will:

- replace the *vehicle* if it is damaged and the cost of repairs exceed 70% of its retail/actual available value, plus taxes and in our opinion cannot be economically repaired; or
- if it is stolen and not recovered within a reasonable period.

If a similar *vehicle* is not available:

- the basis of indemnity will be the current purchase price of a new *vehicle* of the same or similar model, subject to a limit of 120% of the current sum insured/retail/actual available value, whichever is the lesser (less the first amount payable) as stated in the schedule.

All payments above will first be made to your finance institution to settle your outstanding vehicle loan balance. If you have opted for credit shortfall cover on your policy, payments made will not exceed 120% of the current sum insured/retail/actual available value, whichever is the lesser (less the first amount payable) as stated in the schedule.

Cover is limited to comprehensively insured vehicles only.

1.3 Third party, fire and theft cover

We will not be responsible for loss or damage to your *vehicle* or any parts thereon, unless as a result of fire, theft and/or injury or damage to a third party or their property that you are held legally liable for, directly related to the operation of your motor vehicle. All other optional covers are also specifically excluded.

1.4 Balance of third party cover only

Cover is limited to injury or damage to a third party or their property that you are held legally liable for, directly related to the operation of your motor vehicle.

2 Extensions of cover

2.1 Airborne technical assistance outside South Africa

If the insured *vehicle* becomes incapacitated in any territory outside the borders of South Africa, but within the defined *territorial limits*, as a result of major mechanical breakdown or malfunction of any electronic security device, airborne technical assistance will be provided by qualified technicians, up to a maximum amount of R7 500.

Cover is limited to 4x4 and similar type vehicles.

2.2 Delivery after repair

After repairs we will pay the reasonable costs to deliver the *vehicle* to your address within the *territorial limits* of the Republic of South Africa and Namibia.

2.3 Emergency accommodation

In the event of loss of or damage to the insured *vehicle*, we will pay emergency hotel expenses necessarily incurred by you and one passenger, up to R1 000 per person, per day, for a maximum period of 2 (two) days and a maximum benefit of R2 000 in any 12 (twelve) month *period of cover*, subject to the loss or damage occurring more than 250km from your private residence.

2.4 Emergency expenses

- You may authorise emergency repairs up to R5 000 if these are as a result of loss or damage insured under this policy. You must obtain an itemised invoice and forward it to us.
- The reasonable cost to deliver the *vehicle* to you, in South Africa, after repair of damage is covered.

2.5 Glass

We will pay for damage to window glass, up to a maximum of R30 000, without alteration of the claim-free group.

2.6 Keys and locks

We will compensate you for costs reasonably and necessarily incurred as a direct consequence of any keys, locks, remote alarm controls and electric keys and if necessary, the reprogramming of any coded alarm system or any key or alarm controller of the insured *vehicle*, being lost or damaged or following upon you having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller.

Cover is limited to R25 000 per event.

2.7 Emergency medical expenses

• Accident expenses

If any occupant of an insured *vehicle* sustains *accidental* bodily injury as a direct result of the accident, theft or attempted theft, we will compensate you for the emergency medical expenses in connection with the injury, up to R2 000 for each occupant injured and up to a maximum of R10 000 per *occurrence*.

Cover is limited to comprehensively insured vehicles only.

- **Hijack expenses**

If any occupant of an insured vehicle sustains bodily injury by violent, *accidental*, external and visible means, is killed or sustains trauma necessitating professional counselling as a direct result of a hijacking or attempted hijacking, theft or attempted theft, we will compensate you:

- up to R100 000 per occurrence;
- up to R25 000 hospital costs per person;
- up to R5 000 funeral costs per person; and
- up to R5 000 trauma therapy per person.

2.8 **Mechanical and electrical breakdown of winching equipment**

If the winching equipment or any part of it attached to *your* vehicle is lost or damaged as a direct result of mechanical or electrical breakdown, we will at our option compensate *you* by either paying for its repair or replacement, up to a maximum amount of R7 500. Cover is limited to 4x4 and similar type vehicles.

2.9 **Repatriation to South Africa and emergency accommodation**

In the event of *your* insured vehicle being incapacitated in any territory outside the borders of South Africa as a direct result of an insured event, we will pay for:

- the costs, up to an amount of R15 000 of repatriation of your vehicle and its occupants; and
- emergency accommodation in respect of the occupants of the vehicle, up to a maximum of R2 000 per incident, limited to R250 per person, per day.

Cover is limited to 4x4 and similar type vehicles.

2.10 **Outdoor accessories**

In addition to the amount payable in terms of compensation to *you*, we will pay for outdoor equipment attached to and which forms part of and is usually used in conjunction with your insured vehicle, provided the total amount payable by us under this extension does not exceed the limit of indemnity shown in the schedule, less any excess payable by you.

Cover is limited to 4x4 and similar type vehicles.

2.11 **Towing of disabled vehicles**

You may tow any disabled motor vehicle and we will indemnify you in terms of liability to third parties in connection with the towed vehicle, provided that the vehicle is not towed for reward.

We are not liable for damage to the towed vehicle or property conveyed by this vehicle.

2.12 **Towing and storage**

We will provide assistance at the scene of a motor accident, up to a maximum limit of R5 000, for towing and storage of the insured vehicle by our approved tow operator and taking it to our closest preferred storage facility/panelbeater, thereby avoiding storage and release fee costs.

For assistance at the scene of the accident, *you* must phone the relevant number which appears on the sticker provided to *you*. This service is available for 24 hours, 7 (seven) days a week.

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

3 **Optional cover**

3.1 **Credit Shortfall extension**

If any vehicle comprehensively insured under this section is:

- stolen or hijacked and not recovered; or
- damaged and the assessment cost of repairs exceeds 70% of the reasonable retail value or sum insured stated in the schedule, whichever is the lesser, we will compensate the noted finance company the difference between the reasonable retail value and the settlement balance outstanding under the credit agreement.

The settlement balance outstanding is defined as the payment due at any specified date, that would settle the actual debt owing to the finance company but excludes:

- arrear payments and interest due;
- any additional finance charges;
- early settlement penalties;
- any other amounts refundable to *you*; and
- any legal costs *you* owe the finance company.

Cover under this extension is subject to:

- liability being admitted for loss or damage; and
- *you* providing us, within 31 (thirty one) days of the loss or damage, with a copy of the credit agreement and statement of account reflecting the settlement balance outstanding at the date of loss or damage.

3.2 **African Traveller Evacuation Cover**

This insurance section is underwritten separately and independently by Absa Insurance Company Limited, in association with Europ Assistance Worldwide Services (South Africa) Limited. This section is subject to the provisions of Master Policy Number 3465, Endorsement Number 99/0055 as detailed below only for section 4, motor vehicle cover for 4x4 and similar type vehicles.

3.2.1 **Definitions specific to this section**

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

You, your, yourself means the insured person named in the schedule.

We, us, our means Absa Insurance Company Limited in association with Europ Assistance Worldwide Services (South Africa) Limited.

Accident, accidental means a sudden, unexpected, unforeseen and specific event which occurs at an identifiable time and place.

Area means the Republic of South Africa.

Assistance company means Europ Assistance Worldwide Services (South Africa) Limited.

Bodily injury means injury caused by accidental, external, visible and violent means, excluding sickness or disease. It also includes bodily injury attributable to or caused by starvation, dehydration and exposure to the elements as a result of an accident.

Date of issue means the date on which the policy was issued and is a date which is prior to *your* departure on a journey.

Illness means somatic sickness or disease which first manifests during the period of cover.

Insured person means any person who is under 70 years of age and who is a permanent resident of the area.

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, until *your* return to the area.

Period of cover means the period stated in the policy schedule. Cover will terminate at the end of this period or on *your* return to the area, whichever occurs first and subject to a maximum period of 4 (four) calendar months' cover from *your* departure until *your* return to the area.

Pre-existing medical condition means any illness or physical infirmity, including sequelae or complications that in the opinion of a medical practitioner appointed by us can reasonably be related, for which *you* are receiving or have received medical treatment, advice or investigation in the 6 (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.

4x4 vehicle means any 4x4 motor vehicle (excluding sedans) or any 2x4 double cab motor vehicle or any 4-wheel motorcycle.

3.2.2 Cover provided

3.2.2.1 Basis of cover

We will provide *you* with the assistance services and insurance defined for eventualities occurring during the *period of cover* while *you* are on a *journey*, subject to the terms, conditions, exceptions, exclusions and limitations contained in this policy and section.

3.2.2.2 Evacuation costs cover

If during the period of insurance an *insured person* suffers *bodily injury or illness* while on a *journey* or as a passenger in the *4x4 vehicle*, in a country which is located in the *territorial limits of sub-Saharan Africa* where they are not a permanent resident, we will pay the costs of emergency medical transportation incurred for repatriating them back to the *area*. This includes medical supervision if necessary. The time and method of such transportation/repatriation will be at the sole discretion of a medical practitioner appointed by the *assistance company*.

3.2.2.3 Limits

Maximum cover of R250 000 per *insured person*, per *journey*, up to a maximum of four persons per *4x4 vehicle* as stated in the policy schedule, up to a maximum period of 4 (four) calendar months.

3.2.3 Extensions of cover

Europ Assist will also arrange:

- all reasonable, possible and practicable assistance in obtaining emergency medical services and assistance at a suitable medical facility that can treat the specific problem;
- monitoring of *your* medical condition and providing nominees with medical reports and updates if so required by *you*; and
- the transmission of urgent messages.

Schedule of fees insurance	
Insured	As declared to Europ Assistance Worldwide Services (South Africa) Limited
4x4 vehicle	See policy schedule
Master policy number	3465
Period of insurance	As detailed in the relevant certificate issued by Europ Assistance Worldwide Services (South Africa) Limited, up to a maximum of 4 (four) calendar months
Cover	As detailed in the policy issued by Europ Assistance Worldwide Services (South Africa) Limited
Limits	Maximum cover of: R250 000 per <i>insured person</i> per <i>journey</i> , up to a maximum period of 4 (four) calendar months
Excess	Nil
Premium	See policy schedule
Assistance company	Europ Assistance Worldwide Services (South Africa) Limited
Insurance company	Absa Insurance Company Limited
Insured persons	As detailed in the certificate of insurance
Territorial limits	Only in <i>sub-Saharan Africa</i> and excludes the territorial borders in the north but includes the following countries: <ul style="list-style-type: none"> • Senegal • Guinea • Liberia • Ivory Coast • Burkina (Upper Volta) • Nigeria • Cameroon • Central African Republic • Uganda • Kenya • Ethiopia • Somalia All countries north of these listed above are specifically excluded from cover in terms of this policy and section.

3.2.4 Specific conditions related to this sub-section

This sub-section is issued on condition that:

- 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.
- This certificate and brochure must be read together as one contract, which will be governed by the laws of South Africa. In the event of any contradiction between this section, certificate or brochure, this section will take precedence for the purposes of resolving the contradiction. Any dispute regarding cover given by this section or regarding the terms, conditions and exceptions, will be referred to arbitration under the arbitration legislation of South Africa.
- All certificates, information and evidence required by us will be furnished by *you* free of expense and in such form as we require.
- If any loss, damage or liability insured under this policy is also insured by another insurance product, we will not compensate *you* for more than our proportion of the loss, damage or liability.
- This policy gives rights to *you* only and *you* may not transfer *your* rights to anyone else.
- In the circumstances set out in this policy, we have the right to conduct the defence or settlement of any claim and the recovery of any loss and to use *your* name for this purpose.
- *You* will give such information and assistance as we require and:
 - any saving in or recovery of costs available to *you* in respect of accommodation or travel will be refundable to us;
 - any misrepresentation or concealment by *you* or on *your* behalf for obtaining this cover or in connection or support of any claim will void this section and the premium will be forfeited and any money paid or due to *you* will be forfeited to us;
 - *you* will reimburse us within 1 (one) month of receiving written request to refund or defray any expense for which we are not liable;
 - no benefit or refund due to *you* under this section is interest-bearing; and
 - *you* will take all reasonable precautions to prevent any accidents and to comply with all statutory requirements and regulations relevant to the territory in which *you* are travelling and provide us with full information relating to other insurance covering the same expenses or liability.
- This subsection does not apply in respect of entry being refused for whatever reason or detention by customs or other officials or authorities.
- 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 four persons per 4x4 vehicle as defined and stated in the policy schedule.
- After suffering illness or bodily injury during the journey as a driver of or passenger in the 4x4 vehicle, as stated in the schedule, in a country located in the territorial limits of sub-Saharan Africa, for which evacuation costs can be payable under this subsection *you* will, if required by us, submit to a medical examination and undergo any treatment specified. The time and method of transport or repatriation will be at the sole discretion of a medical practitioner appointed by the assistance company. We are not liable to make any payment unless this condition is complied with to our satisfaction.
- This section is not valid unless a certificate of insurance has been issued and forms part of the policy. No alteration, addition or variation and no waiver by us of any of our rights against *you* will be of any force or effect unless reduced to writing and signed by us.
- Where an event gives rise to or is likely to give rise to a claim, *you* must advise us within 31 (thirty one) days of the event. Failure to do so will render the claim invalid.
- The benefits afforded under this policy do not apply to regular commuting within South Africa.
- 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 endeavour to provide services where possible.
- We will not be liable in any way after the expiration of 12 (twelve) months of the occurrence of the claim unless the claim is the subject of pending arbitration or court action.
- All necessary currency conversions must be executed at the selling rate prevailing on the date of the relevant invoice as certified by the manager appointed from time to time by Absa Bank Limited, Registration No 1986/004794/06.
- 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.
- 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 driver's licence.

3.2.5 Specific exclusions related to this sub-section

We will not compensate *you* for any expenses/claims caused (directly and/or indirectly) by or as a result of:

- suicide or attempted suicide;
- intentional self-injury;
- insanity or any acute and/or chronic psychiatric, psychological or emotional condition;
- sexually transmitted disease or virus;
- 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;
- treatment (including medication) given or prescribed by *yourself* or a family member;
- liability attributable to Human Immunodeficiency Virus ("**HIV**") and/or HIV-related illness including Acquired Immune Deficiency Syndrome ("**AIDS**") and/or mutant derivatives or variations however caused;
- any pre-existing medical condition;
- pregnancy or childbirth from 14 (fourteen) weeks prior to the expected date of delivery or from the 1st day of the 26th week;
- any elective abortion;
- any recurring, chronic or continuing illness or condition or any congenital abnormality or condition;
- the use of prosthetic devices, contraceptive devices or medication, medical appliances and/or artificial aids;
- cardiac and/or cardiovascular and/or vascular and/or cerebra-vascular illness or sequelae or complications that in the opinion of a medical practitioner appointed by us can reasonably be related to:
 - persons 75 years and older; or
 - persons who have received treatment (including medication) for hypertension in the 6 (six) months prior to the start of the *journey*;

- your wilful exposure to needless peril, unless in an attempt to save human life; and
- 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*.

The section is extended to cover loss or damage to *your vehicle* as a result of passive war risks:

- your engagement 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);
- steeple chasing, 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;
- your undertaking in any employment after your journey begins that does not form part of your current employment in your country of permanent residence;
- consequential loss of any kind, loss of enjoyment or financial loss and/or expense not otherwise specifically covered in this sub-section;
- any nuclear reaction and/or contamination by nuclear weapons, material, radioactivity, fuel or waste, whether directly or indirectly caused;
- the negligence, whether gross negligence or otherwise, wrongful acts or omissions of any legal or healthcare professionals or any other person or persons or legal entity who provide direct or indirect service to you;
- 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;
- the failure of any agent or broker to adequately explain the terms, conditions, exceptions and exclusions of this policy;
- travel in the territorial limits as specified, except as a licensed driver or passenger in the 4x4 vehicle;
- while you are travelling by any form of conveyance other than the 4x4 motor vehicle;
- while participating in any sport as a professional player or driving or riding in any kind of race;
- 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;
- elective cosmetic surgery and associated treatment; or
- manual work in connection with a business or trade.

4 Specific conditions

4.1 Amendment to driver's licence

We must be notified in writing of any endorsement, suspension or cancellation of *your licence* or that of *your authorised driver* during the currency of this insurance policy (including a charge of or conviction for negligent, reckless or improper driving).

4.2 Class of use

Category	Purposes
1 Private use only	Social and domestic. This includes travelling to and from any permanent place of employment, but specifically excludes any business use.
2 Occasional business travel	Social and domestic and limited business travel.
3 Business travel	Social and domestic and unlimited business travel.

Please note: Caravans, trailers and motorcycles must be used for private use only.

4.3 General restrictions applying to all categories

You may not use the vehicle for:

- any purpose other than private use;
- carrying fare-paying passengers;
- carrying goods for reward;
- carrying a greater load or more passengers than the vehicle is licensed to carry;
- driving lessons for reward;
- towing another vehicle for reward;
- hiring out the vehicle for reward;
- any contest involving driving of any kind; or
- motor trade.

4.4 Credit agreements

If we are notified in writing that the vehicle is the subject of any financial credit agreement then, in the event of us electing to pay in cash the amount of the loss or damage, payment *will* be made to the owner named in the credit agreement.

Receipt by them *will* be a full and final discharge of our liability in respect of any loss or damage.

4.5 Duty to prevent loss

You must take all reasonable precautions to prevent loss, damage or accidents and must maintain the vehicle in an efficient and roadworthy condition in compliance with the Road Traffic Act, No 29 of 1989 (as amended or substituted) and other regulations.

4.6 Roadworthiness of vehicle

We will at all times be allowed access to examine *your motor vehicle* in order to determine its roadworthiness. In the event of any dispute, the onus is on you to prove that the *vehicle* is in a roadworthy condition.

4.7 Regular driver

Under this section, the policyholder and the *regular driver* might not be the same person. The policy does not restrict people using the *vehicle*, but it is important to us to know who the *regular driver* is in order to calculate the correct premium for the risk. Factors used for rating include: age, driving experience and insurance history. Not supplying us with the correct information for calculating the premium for the risk could mean that the *vehicle* is not covered.

Example: The risk of a 45-year old male with 25 (twenty five) years driving experience differs vastly from a 20-year old with only 2 (two) years driving experience.

4.8 Security warranty

If you have declared any security measures to us, the security device must be in a working condition and subscription fees in respect of tracking devices must be fully paid to date. If this is not done, we will not be liable for the theft claim. In the event that you have an operational tracking system in a *vehicle* and the *vehicle* is irreparably damaged or unrecovered following theft, we will pay an approved *vehicle* tracking company the actual cost up to a maximum of R1 000, to install a tracking system in your replacement *vehicle* provided that the installation is authorised by us.

4.9 Theft and hijack security requirements

The company is not liable for loss or damage resulting from theft or hijacking of the insured *vehicle*, unless you have adhered to the security/protection requirements and these are maintained in a proper working order and are operative at all times.

4.10 Unavailability of parts

If any part necessary for the repair of the *vehicle* is not available in South Africa as a 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 of transporting the part to South Africa, but excludes air transportation.

4.11 Vehicle modification

You must notify us in writing of any modification or alteration to the standard operating specifications of the *vehicle* and unless we accept such modification or alteration, all cover under this policy will cease.

5 Legal liability to third parties

In the event of loss or damage caused by or in connection with the insured *vehicle* or attached trailer, *caravan* or a disabled *vehicle* with a gross mass not exceeding 3 500kg being towed (other than for reward), we will compensate you for all sums including claimant's costs and expenses which you will be legally liable to pay, including all costs and expenses that may be incurred with our written consent in respect of the following:

5.1 Death or *bodily injury* of any person, excluding:

- 5.1.1 any person who is a member of your immediate family;
- 5.1.2 any person who normally resides with you, including domestic help;
- 5.1.3 any person being conveyed in or on a *caravan* or *motorcycle* or in the open portion of a *vehicle* or *trailer* or entering or getting onto or alighting from any *vehicle*; and/or
- 5.1.4 any of your employees while in the course of their employment.

5.2 Loss of or damage to property other than property belonging to you, held in trust by you or in your custody or control or being conveyed by, loaded or unloaded from the insured *vehicle* or any trailer or towed disabled *vehicle* attached to the insured *vehicle*.

5.3 Loss or damage while driving a car or goods *vehicle* with a gross *vehicle* mass not exceeding 3 500kg, but excluding damage to *vehicles*:

- 5.3.1 not owned by you; and
- 5.3.2 not purchased, leased or hired by you under a credit or similar agreement.

5.4 Loss or damage caused by any permitted person who is driving or using the *vehicle*, provided that such person:

- 5.4.1 is not entitled to compensation under any other policy;
- 5.4.2 must observe, fulfil and be subject to the terms, conditions and exceptions of this policy; and
- 5.4.3 has not been refused any motor *vehicle* insurance or continuation of cover by any insurance company or underwriter.

We are entitled, at our discretion, to arrange for representation at any inquest or other inquiry in respect of any death or other event which may be subject to indemnity under this section or to defend in any court of law any criminal or other proceedings in respect of any act which results from or relating to any event which may be the subject of indemnity under this section.

Unless otherwise stated in the schedule, our liability under this section is limited to R3 000 000 in respect of any one *accident* or series of *accidents* which result from any one event.

In the event of liability directly or indirectly arising from or as a result of fire, our liability will be limited to R1 000 000.

6 Specific exclusions

6.1 Loss of or damage to the *vehicle*

We will not be liable for:

- consequential loss from any cause whatsoever;
- wear and tear, mechanical or electrical breakdown (excluding winching equipment), failures or breakages;
- mechanical or electrical breakdowns, failures or breakages that are attributable to the manner or condition in which the *vehicle* is at any time kept, maintained, driven or used;
- depreciation in value whether as a result of repairs following a defined event or otherwise;
- damage to tyres by the application of brakes or by road punctures, cuts or bursts;
- damage to the engine and tyres, unless some other part of the *vehicle* is damaged at the same time (relevant to 4x4 and similar type *vehicles*);
- damage to springs due to inequalities of the road or other surface or due to impact with such inequalities;
- theft of accessories, radio or any type of sound equipment fitted to motorcycles, unless the motorcycle is stolen at the same time; and
- for loss, damage, injury or liability caused, sustained or incurred within all countries in Africa, north of the 15th parallel (north of the equator), except for loss or damage of the *vehicle* while in transit by water between ports in the *territorial limits* (relevant to 4x4 and similar type *vehicles*).

6.2 Legal liability covered by other insurance or legislation

We will not be liable for:

- Legal liability where there is cover under any other insurance or under any legislation, e.g. any compulsory motor *vehicle* insurance act.
- Death, injury or damage caused or resulting as follows:
 - beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to the *vehicle* for loading or the unloading from the *vehicle* (other than a *vehicle* as defined);
 - from the operation, demonstration or use of any tool or plant forming part of or attached to or used in connection with such *vehicle* or trailer or anything manufactured by or contained in any such tool or plant, when used for purposes other than maintenance or repair of the *vehicle* or *trailer*; and
 - liability for death or injury to any person being carried in or on or entering, getting onto or alighting from the *vehicle*.
- Liability for damage to:
 - any viaduct, bridge or weighbridge or to any road or anything beneath the insured vehicle, when caused by vibration or by the weight of such vehicle or load carried;
 - any vehicle being towed; and
 - property belonging to you or held in your trust, custody or control or being conveyed by, loaded or unloaded from the insured vehicle and damage caused by impact with the load only.

In the event of the *accident* involving compensation to more than one person, the maximum amount payable is limited to the sum insured. The amount of compensation applies to the aggregate amount in respect of all persons and *you* will enjoy priority.

6.3 Specific exclusions applicable to three- or four-wheeled motorised vehicles (quad bikes)

- depreciation, wear and tear, mechanical or electrical breakdown, failure or breakage;
- damage to tyres, unless as a result of an accident;
- any damage sustained or incurred while the vehicle is driven by any person under the age of 16 years;
- any damage caused if the vehicle is not licensed to be driven or used in an area which constitutes a “**public road**” in terms of the provisions and regulations of the Road Traffic Ordinances of the Republic of South Africa;
- any damage caused while the vehicle is being driven or used in an area which constitutes a “**public road**” in terms of the provisions and regulations of the Road Traffic Ordinances of the Republic of South Africa;
- the “**personal legal liability section**” to the insured or any permitted user for compensation payable directly or indirectly due to the use of the quad bike described in the schedule;
- racing, timed events or competitions of any nature;
- accidental damage at organised events of a competitive nature/challenge events;
- theft of accessories, unless the bike is stolen; and
- recovery and/or repatriation of bike.

Loss of damage caused by or resulting from depreciation or diminution in value of the insured *vehicle* consequent upon it having sustained damage and having been repaired while insured under this policy.

7 General exclusions

We will not be liable for loss, damage, injury or liability caused, sustained or incurred:

- 7.1 Outside the territorial limits of South Africa, Lesotho, Botswana, Mozambique, Swaziland, Namibia, Zimbabwe, Malawi, Zambia, Tanzania, Uganda and Kenya, except for loss or damage of the vehicle while in transit by water between ports within the territorial limits. In the event of any occurrence giving rise to a claim while the vehicle is in the above stated territories, *you* will at *your* own expense be responsible for the repatriation costs of the vehicle to South Africa. We will reimburse *you* up to R5 000 for repatriation costs incurred.
- 7.2 While the *vehicle* is being driven or used:
 - 7.2.1 other than in accordance with the description of use;
 - 7.2.2 by *you* or any permitted person with *your* consent, unless licensed to drive the *vehicle* in terms of legislation applying to the territory in which the *vehicle* is being used. If a licence is subject to renewal, the driver must have held and not be disqualified from holding or obtaining such licence. The exception will not apply if the *vehicle* is being driven by *you* or any permitted person with *your* consent while learning to drive and legislation relating to learner drivers is being obeyed;
 - 7.2.3 by *you* or any permitted person while under the influence of drugs or alcohol or the concentration of alcohol in the blood exceeds the statutory limit;
 - 7.2.4 in a condition which does not comply with the provisions and regulations of the Road Traffic Ordinances of South Africa or any similar legislation which applies to the *territorial limits* referred to in 7.1 of this section; and
 - 7.2.5 in connection with any form of racing or off-road activity.
- 7.3 While a goods *vehicle* is being used to carry goods for business or professional purposes.
- 7.4 Resulting from a contract or agreement which would not have attached in the absence of the contract or agreement.

Section 5: Caravans and trailers

Contents

- 1 Cover provided
- 2 Specific conditions
- 3 Legal liability to third parties
- 4 Specific exclusions

1 Cover provided

Following loss of or damage to the insured *caravan and trailer* due to an event covered by this policy, we may pay out, replace, repair or reinstate or we can apply a combination of these for compensating you.

1.1 Indemnity to you

Loss or damage of the insured caravan and trailer:

- 1.1.1 If the caravan, trailer or any part of it is lost or damaged, we will at our option compensate you by paying for its repair or replacement or the amount of the loss or damage, less the excess you are responsible for. If the *caravan or trailer* is the subject of an instalment sale or lease agreement, any money due to you will be paid to the finance company for repayment of the debt under the credit agreement. The receipt of this payment by the finance company referred to in the agreement will be a complete and final discharge by us.
- 1.1.2 The maximum amount payable by us will be the limit of indemnity indicated in the schedule or the reasonable market value of the *caravan or trailer* at the time of loss or damage, whichever is the lower, less the excess payable by you.

1.2 Delivery after repair

After repair, we will pay the reasonable cost of delivering the *caravan or trailer* to your address in the territorial limits of South Africa.

1.3 Protection and repair

If insured loss or damage occurs:

- we will pay the reasonable cost of protection and removal of the *caravan or trailer* to the nearest repairer; and
- you may authorise repairs to the *caravan or trailer* for up to R5 000 without our consent, provided a detailed quotation is immediately given to us.

2 Specific conditions

2.1 Amendment to driver's licence

Any endorsement, suspension or cancellation of your licence during the currency of this policy (including a charge of or conviction for negligent, reckless or improper driving) must be submitted to us in writing.

2.2 Contents of caravan

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

- 2.2.1 loss or damage of the *contents* while removed from the *caravan*;
- 2.2.2 theft of contents while the *caravan* or side tent is unoccupied, unless there is forcible and violent entry;
- 2.2.3 more than R1 000 for any one article;
- 2.2.4 more than R20 000 in total;
- 2.2.5 the permanent fittings of the *caravan* and items supplied as standard with the purchase of the *caravan*;
- 2.2.6 stamp and coin collections, money, documents, jewellery, furs or any article more specifically insured; and
- 2.2.7 loss or damage caused by fraud or dishonesty by any person to whom the *caravan* is on loan or hire.

2.3 Duty to prevent loss

You must take all reasonable precautions to prevent loss, damage or accidents and must maintain the *caravan and trailer* in an efficient and roadworthy condition in compliance with the Road Traffic Act, No 29 of 1989 (as amended or substituted) and the regulations prescribed in it.

2.4 Indemnity to others

If more than one person is entitled to indemnity under this section, any limitation applies to the total amount of indemnity and you will enjoy priority.

2.5 Credit agreement

If we are notified in writing that the vehicle is the subject of any financial credit agreement, then, if we select to pay in cash the amount of the loss or damage, payment will be made to the owner named in the credit agreement. Receipt of payment by them will be a full and final discharge of our liability in respect of any loss or damage.

3 Legal liability to third parties

- 3.1 In the event of loss or damage caused by or in connection with the *vehicle*, we will compensate you for all sums including claimant's costs and expenses which you become legally liable to pay, including all costs and expenses that may be incurred with our written consent in respect of the following:

- 3.1.1 death or *bodily injury* of any person; or
- 3.1.2 damage to property.

- 3.2 We are entitled, at our discretion, to arrange for representation at any inquest or other inquiry in respect of any death or other event which may be subject to indemnity under this section or to defend in any court of law any criminal or other proceedings in respect of any act which results from or relates to any event which may be the subject of indemnity under this section.

- 3.3 We will not be liable for:

- 3.3.1 Death of or bodily injury of:
 - 3.3.1.1 a person being carried in the *caravan or trailer*;
 - 3.3.1.2 a member of your family normally resident with you; or
 - 3.3.1.3 an employee, other than your domestic employees, who is killed in the course of such employment.
- 3.3.2 Damage to property:
 - 3.3.2.1 belonging to or held in trust by or in the custody or control of you or your family; or
 - 3.3.2.2 being carried in the *caravan or trailer*.
- 3.3.3 Any compensation which is insurable in terms of any motor vehicle insurance legislation.
- 3.3.4 More than R3 000 000, including all costs and expenses for any one accident or series of accidents.

4 Specific exclusions

Loss or damage

- 4.1 We will not be liable for:
 - 4.1.1 depreciation, wear and tear, mechanical or electrical breakdown, failure or breakage;
 - 4.1.2 damage to tyres, unless some other part of the *caravan or trailer* is damaged at the same time; and
 - 4.1.3 damage by hail while at the risk address, if not parked under cover of a hail net or roof.
- 4.2 We will not be liable for any loss, damage, injury or liability caused, sustained or incurred:
 - 4.2.1 Outside the territorial limits of the Republic of South Africa, Lesotho, Botswana, Swaziland, Namibia, Zimbabwe, Mozambique and Malawi, except for loss or damage of the caravan or trailer while in transit by water between ports within the territorial limits.
 - 4.2.2 While the caravan or trailer is:
 - 4.2.2.1 being used for purposes other than social, domestic and pleasure;
 - 4.2.2.2 attached to a self-propelled vehicle being driven by *you* (or any person with *your* consent), unless licensed to drive the vehicle in terms of the legislation applying to the territory in which the vehicle is being driven or used. If a licence is subject to renewal, the driver must hold and not be disqualified from holding or obtaining such a licence. This exclusion will not apply while the self-propelled vehicle is being driven by *you* (or any person with *your* consent) while learning to drive, provided that legislation relating to learner drivers is being obeyed;
 - 4.2.2.3 being driven by *you* while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or while the concentration of alcohol in the driver's blood or breathalyser test exceeds the statutory limit; and
 - 4.2.2.4 being towed by *you* or any other person towing the vehicle under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or whose blood alcohol concentration or breathalyser test exceeds the legal limit.
 - 4.2.3 Resulting from a contract or agreement which would not have attached in the absence of the contract or agreement.

Section 6: Boats

Contents

- 1 Cover provided
- 2 Indemnity to you
- 3 Insured events
- 4 Extensions of cover
- 5 Legal liability to third parties
- 6 Specific conditions
- 7 Specific exclusions
- 8 Contents of boat

1 Cover provided

Following loss of or damage to the insured boat(s) due to an event covered by this policy, we may pay out, replace, repair or reinstate or we may apply a combination of these for compensating you. Repair or replacement will be as close to the original specification as possible, but we are not obliged to provide an exact restoration.

Cover is subject to full compliance with the Merchant Shipping Act, 1951 (Act No 57 of 1951) and all regulations which have been passed under this Act.

2 Indemnity to you

The amounts stated in the schedule constitute the basis of a total loss settlement and reflect the reasonable market value of the vessel, equipment or other items specified in the schedule.

3 Insured events

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

We are not liable under this section for more than the amount stated in the schedule in respect of any one accident or series of accidents which result from any one event.

4 Extensions of cover

We will pay for:

4.1 Emergency and salvage charges

All charges and expenses reasonably and necessarily incurred for minimising or averting a loss covered by this policy up to the sum insured for the item.

4.2 Emergency medical treatment

We will pay for emergency medical treatment of R5 000 per person as a result of an accident, subject to a maximum of R20 000 in respect of medical treatment rendered by a qualified medical practitioner and subject to proof of bodily *injury* of any person on board of the insured vessel.

4.3 Other vessel(s) owned by you

If the vessel is in a collision with or requires salvage service from another vessel owned wholly or in part by you, it provides you 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 will be referred to a sole arbitrator to be agreed upon between you and us.

4.4 Pollution

Loss of or damage of the vessel directly caused by any government authority acting to prevent or minimise a pollution hazard or threat.

4.5 Sighting expenses

The expense of sighting the underwater section of the hull after grounding, if reasonably incurred specifically for that purpose, even if no damage is found.

4.6 Towing and protection charges/emergency repairs

We will pay for the reasonable cost of protection and removal to the nearest repairers and delivery to an address which must be in the Republic of South Africa, if the vessel is disabled by virtue of any loss or damage insured under this section.

The maximum amount payable is R2 000, unless otherwise agreed by us.

You may, without our consent, authorise emergency repairs to the vessel up to R3 000 if loss or damage is as a result of an insured event under this policy, provided that a detailed quote is immediately given to us.

4.7 Transit risks

Any loss or damage following transit by land (including loading and unloading) but excluding scratching, denting and liability to third parties. This section also extends to include claims made by third parties for death, injury or damage which result from such loading or unloading operations, provided that we will not be liable while the vessel is:

- being conveyed by a person without a valid *driver's licence*, unless the person concerned is charged with theft or illegal use of the vehicle used for conveying the trailer; and
- under the control of any person who is under the influence of intoxicating liquor or drugs.

4.8 Yacht racing risks

The costs of repairing or replacing sails, masts, spars and running rigging lost or damaged due to an insured event while the vessel is racing, but only up to a maximum of two-thirds of the sum insured specified in the schedule (as applicable to such items). If the loss or damage is caused by the vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (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 excess payable by you and any depreciation in terms of paragraph 6.7 of specific condition "**Replacement of gear and equipment**".

The cover excludes loss or damage while the boat participates in racing or speed tests or any trials in connection with these do not apply to this extension.

5 Legal liability to third parties

- 5.1 We will compensate *you* or any person using the vessel with *your* permission (or any water-skier being towed or preparing to be towed) against all sums including claimant's cost and expenses which *you* will become legally liable to pay in respect of:
- death or *bodily injury* of any person other than *yourself* as specified in "**special exclusions relating to liability to third parties**";
 - loss of or damage to property not belonging to *you* or a person using the vessel with *your* permission;
 - attempted or actual raising, removal or destruction of the wreck or vessel or any neglect or failure to raise, remove or destroy the wreck;
 - expenses incurred by *you* with *our* prior written consent in connection with official enquiries and coroner's inquests; and
 - legal costs, incurred with *our* prior written consent, for 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 R5 000 000 in respect of any one claim or series of claims which are the result of one event.

5.2 Special exclusions relating to liability to third parties

We will not compensate *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 schedule to be included) resulting from legal liability for:

- death or *bodily injury* of any person employed 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;
- accidents which are the result of any person engaged in kiting or other airborne sport while being towed by the insured vessel or preparing to be towed, until safely back on board the vessel;
- accidents which arise while the vessel is in transit by a mechanically propelled road vehicle, rail, ship or aircraft;
- accidents involving a trailer, except when intentionally not coupled to a towing vehicle;
- death or *bodily harm* in respect of fare-paying passengers and loss of or damage to their property;
- damage or penalties arising from a contract;
- fines or other penalties imposed under any statutory code or common law in respect of any offence committed;
- death or *bodily injury* of any person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation; and
- indemnity for any water-skier, unless stated in the schedule to be included.

6 Specific conditions

6.1 Constructive total loss

In assessing whether the vessel is a constructive total loss, the insured value will be taken as the repaired value and the value attached to the damage or break-up value of the vessel or wreck will not be taken into account. No claim for constructive total loss based on the cost of recovery and/or repair of the vessel will be recoverable, unless such cost would exceed the insured value.

No settlement will exceed the sums insured specified in the schedule.

6.2 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 in good safety.

6.3 Duty of care and compliance with statutory regulations

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

6.4 Motor(s) under water

In 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 as soon as is practicable.

6.5 Multihulls

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

6.6 Repairs and tenders

We have the right to decide the place of repair or repairers. We may also invite or require tenders to be taken for the repair of the vessel. Any additional expenses which *you* incur as a result of compliance with our requirements will be refunded to *you*.

6.7 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 of:

- sails, spars, masts, protective covers, standing or running rigging and batteries; and
- outboard and inboard motors.

No settlement will exceed the values declared for insurance.

6.8 Sales or transfer of ownership

If the vessel is sold or transferred to a new owner, we may agree in writing to continue the insurance. If we do not agree, this section will be cancelled with effect from the time of the sale or transfer. If the vessel has left its moorings or is at sea at the time of sale or transfer of ownership, such cancellation can (if required by *you* and submitted in writing) be suspended until arrival at the next port of call within the territorial limits and anchored or moored in good safety.

6.9 Surveys

When the vessel is over 10 years old, we may request a copy of an up-to-date, independent, professional survey/report. This is to be undertaken while the vessel is out of the water and at *your* expense. Surveys/Reports may be requested at various intervals, at *our* discretion.

6.10 Territorial limits

We are not liable for loss or damage, injury or liability caused, sustained or incurred outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe. This is subject to a maximum cruising range of 12 nautical miles from the coast of the Republic of South Africa, Namibia or Mozambique.

6.11 Unrepaired damage

Under no circumstances will we be liable for unrepaired damage in addition to a subsequent total loss sustained during the period of insurance.

6.12 Unattended vessel

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

6.13 Vessel underway or in transit

It is a condition of this insurance that:

- when the vessel is under way, you or other competent person(s) will be on board the vessel;
- the vessel is conveyed on a properly constructed and designed trailer whenever in transit; and
- when the vessel is being launched through surf, it will be fitted with two motors in workable and readily usable condition.

7 Specific exclusions

7.1 We will not be liable for loss or damage:

7.1.1 While the vessel is:

- being used for any purpose other than private and pleasure use;
- let out on hire or charter;
- being towed on water, except when in need of assistance or customary towing practice in connection with laying up, fitting out or repairs;
- towing or salvaging another vessel other than one in distress;
- towing or salvaging a vessel (whether or not in distress) under a prior arranged contract;
- participating in racing or speed tests or any trials in connection with these; and/or
- left moored or anchored unattended off an exposed beach or shore and it becomes stranded, sunk, swamped or breaks adrift.

7.1.2 Resulting from lack of care and diligence on your part:

- due to wear, tear, depreciation and corrosion; and
- due to mechanical or electrical breakdown of machinery, engines, motors, batteries and their connections (other than the shaft and propeller) unless caused by:
 - accidental incursion of the hull into water;
 - the vessel being stranded, sunk, burnt, on fire or in contact with any external substances (ice included) other than water;
 - accidents occurring while machinery, engines, batteries and their connections are being removed from or placed in the vessel or from or into a place of storage;
 - malicious acts; or
 - fire or accidental damage while in store.

7.1.3 To sails or protective coverings split by the wind or blown away while set, unless in consequence of damage to the spars to which the sails are bent or occasioned by the vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substances (ice included) other than water.

7.1.4 To the masts, spars, sails, standing or running rigging while the vessel is racing, unless such loss or damage is caused by the vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (ice included) other than water.

7.1.5 For any part condemned solely because of a fault in design or construction.

7.1.6 Caused by latent defects in the vessel or machinery.

7.1.7 Due to any defect resulting from either negligence or breach of contract in respect of any repair or alteration work.

7.1.8 To personal effects, consumable stores, fishing gear or nets.

7.1.9 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.

7.1.10 To the vessel's rudder, propeller, strut, shaft, machinery, engines, motor, batteries and their connections, caused by collision with a submerged object.

7.1.11 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 galley, with an automatic fire extinguishing system or controls at the steering position. Any fire extinguishing system must be warranted to be properly installed and maintained in efficient working order.

7.1.12 Caused by the intake of foreign matter into the cooling system of the machinery, engines or motor.

8 Contents of boat

If this cover is specified in the schedule, we will not be liable for:

- loss or damage of the *contents* while removed from the *boat*;
- theft of *contents* while the *boat* is unoccupied, unless there is forcible and violent entry;
- more than R500 for any one article;
- more than R15 000 in total, unless specified in the schedule;
- the permanent fittings of the *boat* and items supplied as standard with the purchase of the *boat*;
- stamp and coin collections, money, documents, jewellery, furs or any article more specifically insured; and
- loss or damage caused by fraud or dishonesty by any person to whom the *boat* is on loan or hire.

Section 7: Personal computers

Contents

- 1 Cover provided
- 2 Basis of compensation
- 3 Specific conditions

1 Cover provided

1.1 Indemnity to you

1.1.1 Material damage

The cover is in respect of physical loss of or damage to the computer, but we are not liable to compensate you regardless of the original cause in respect of:

- loss or damage where this is covered under any maintenance and/or lease agreement;
- loss or damage caused by wear and tear, gradually operating causes, development of poor contacts or scratching of paint or polished surfaces;
- loss or damage of parts having a short life, i.e. tubes, bulbs, valves, fuses or contacts (and not limited to these mentioned). If these parts are damaged following an accident as provided for by the policy which affects other parts of the insured property, we will compensate you for the residual value of such parts only;
- loss of use of the insured property and other consequential loss, damage or liability of any nature whatsoever, other than losses specifically provided for in this policy; and
- any loss resulting from theft from any vehicle while left unattended, except theft from the luggage compartment following forcible and violent entry of or exit from the vehicle.

1.1.2 Reconstruction of data

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

- not caused by programme errors, viruses, incorrect entry or the inadvertent cancellation or corruption of data; and
- subject to a limit of R25 000 in respect of any one occurrence or series of occurrences which are the result of any one event.

2 Basis of compensation

- 2.1 If the insured property or part of it is damaged and can be repaired, the cost of restoration to working order will be based on the customary daily rate of wages, including tax and custom duties.
- 2.2 If the insured property or part of it becomes totally lost or destroyed, we will pay the current new replacement cost, including tax and custom duties provided 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 you fail to replace or reinstate within 6 (six) months of the date of loss or damage (or such further time as we may in writing allow), the amount of compensation will be the market value of the insured property immediately before the loss or damage; and
 - 2.2.2 if at the time of the loss or damage the sum insured is lower than the installed new replacement value of the insured property, we will only compensate the proportion which the sum insured bears to the installed new replacement value.

3 Specific conditions

3.1 Computer equipment

This section excludes any *computers* and/or accessories and/or software being used for professional or trade purposes. Under no circumstances will we be liable for the value of information lost on tapes or discs for any reason or cause whatsoever.

3.2 Electricity grid exclusion

We will not compensate you for Electricity Grid Failure or any resultant damage related thereto.

Section 8: Personal legal liability

Contents

- 1 Cover provided
- 2 Territorial limits
- 3 Wrongful arrests
- 4 Specific conditions
- 5 Specific exclusions

1 Cover provided

Indemnity to you and defined events

If *you* become legally liable to pay compensation/damages following accidental death, personal bodily injury or illness of any person or accidental loss of or physical damage to tangible property, which results in a claim being made against *you*, we will:

- 1.1 compensate *you* up to R5 000 000 for any one occurrence; and
- 1.2 pay costs and expenses recoverable by any claimant from *you*, which were incurred with *our* written consent.

2 Territorial limits

The territorial limits and boundaries of the Republic of South Africa as were constituted.

3 Wrongful arrests

We will compensate *you* for any amount *you* are legally liable to pay to a claimant in respect of wrongful or alleged wrongful arrest by *you* as a result of *your* activities as a member of a neighbourhood watch or block watch group or 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.

The amount payable for all compensation and all costs and expenses will not exceed R50 000 in respect of all death, injury, illness, loss or damage sustained during any one period of insurance.

4 Specific conditions

We may, in the case of any occurrence, pay the maximum sum insured under this section (but deducting any sum or sums already paid) or any lesser sum for which the claim(s) can be settled and relinquish the conduct of any defence, settlement or proceedings. We will not be responsible for any damage alleged to have been caused to *you*, incurred as a result of any alleged action or omission in connection with the defence settlement or proceedings or us relinquishing such conduct.

5 Specific exclusions

This section excludes:

- 5.1 Liability for compensation to *you* and any of *your* employees.
- 5.2 Liability for loss or damage of property belonging to or in the custody or control of *yourself* or *your* domestic servants.
- 5.3 Liability following injury to any person employed by *you* under a contract of service or apprenticeship, which results from and in the course of employment by *you*.
- 5.4 Damage to:
 - property belonging to *you*;
 - property in *your* custody or control of or any employee of *yours*; and
 - that part of any property on which *you* are working or if such damage results directly from such work.
- 5.5 Liability consequent upon injury or damage:
 - caused by or through or in connection with advice or treatment of a professional nature (other than first-aid treatment) given or administered on *your* directions or at *your* request;
 - caused by or through or in connection with the ownership, possession or use by *you* or on *your* behalf of any mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian controlled garden equipment) or trailer or any watercraft, locomotive or rolling stock, provided that this does not relieve us of liability to compensate *you* in respect of liability following injury or damage caused or resulted beyond the limits of any carriage-way or thoroughfare in connection with the loading or unloading of any vehicle insofar as such injury or damage is not insured by any other insurance policy; or caused by or through or in connection with:
 - the refuelling of aircraft;
 - the ownership, possession, maintenance, operation or use of aircraft or airlines; and
 - the ownership, hire or leasing of any airport or airstrip.
- 5.6 Liability caused by, through or in connection with the goods or products (including containers and labels) sold or supplied and happening elsewhere than on premises occupied by *you*, other than food and drink supplied incidentally for consumption on the premises.
- 5.7 Liability which occurs after the completion and hand-over of any work and caused by or in connection with any defect, errors or omissions from such work.
- 5.8 Liability in respect of damage caused by vibration or by removal or weakening of or interference with support to any land, building or other structure.
- 5.9 Liability assumed by agreement, unless this liability would have attached to *you* despite such agreement.
- 5.10 Liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this exception does not apply where these are caused by a sudden, unintended and unforeseen occurrence.
- 5.11 Liability in respect of the costs of removing, nullifying or cleaning up seeping, polluting or contaminating substances, unless these are caused by a sudden, unintended and unforeseen occurrence.
- 5.12 Liability which would not have been insured under this policy, including but not limited to:
 - fines, penalties, punitive, exemplary or vindictive damages; and
 - damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the territorial limits.
- 5.13 Liability in respect of any excess as indicated in the policy schedule.

5.14 Liability directly or indirectly attributable to:

- any employment, business, profession or activity for reward;
- the ownership of land or buildings (other than buildings insured by the Homeowner's section and land they are situated on, provided the land is used for residential purposes);
- the occupation of land or buildings, other than *your* residence; and
- the use of any motor vehicle, trailer, aircraft or waterborne vessel or craft, other than model aircraft, surfboard or paddle ski.

5.15 Costs and expenses incurred after payment by us of the maximum indemnity of R5 000 000.

5.16 We will not compensate you for any legal liability directly or indirectly resulting from Electricity Grid Failure or any resultant damage related thereto.

Section 9: Personal accident

Contents

- 1 Definitions specific to this section
- 2 Cover provided
- 3 Specific conditions
- 4 Specific exclusions

1 Definitions specific to this section

Insured person means *you/your/yours/yourself*, in whose name this policy is issued and any member of *your* family whose name appears in the policy schedule.

Occurrence means any occurrence described in the specification happening to the *insured person* and causing the insured person to suffer any result described in the specification.

Personal accident means an unfortunate, unexpected and unintentional incident.

Total and permanent loss means the total and permanent loss of use.

2 Cover provided

2.1 What we will compensate you for:

We will compensate you to the extent provided below in respect of any injury sustained as a result of any *occurrence*.

The specifications

Occurrence	Result(s)	Compensation
Bodily injury caused by violent, accidental, external and visible means, which injury (independently of any other cause) is the sole cause of any of the results (a) to (d).	a) Death	The amount stated in the schedule.
	b) Permanent and total loss or disablement as specified in the Scale of Permanent Disablement (PTD as specified in the Scale of PD)	The amount stated in the schedule.
	c) Total Disablement from engaging in or attending to any business ("TD")	The amount stated in the schedule.
	d) Partial Disablement from engaging in or attending to usual business ("PD")	The amount stated in the schedule.

Please note: Result (c) and/or (d) will be deemed to have ceased when the *bodily injury* which brought about the disablement has been healed or cured as far as is possible, even though some permanent disablement may remain.

2.2 What we will not compensate you:

- 2.2.1 For more than one of results (a) or (b) caused by the same occurrence except that, as regards result (a), if compensation has been paid or is payable for result (b), the amount payable will be limited to the sum by which compensation (a) exceeds compensation (b).
- 2.2.2 For results (a) and (b), unless occurring within 12 (twelve) months of the happening of the occurrence.
- 2.2.3 In respect of results (c) or (d) or (c) and (d) combined, for any period in excess of 104 (one hundred and four) weeks from the happening of the occurrence.
- 2.2.4 For any specific result where greater compensation is payable for a result, which includes the specific result.
- 2.2.5 For any of the results until the total amount has been agreed, except that we may at our sole discretion make interim payments in respect of compensation (c).
- 2.2.6 After the age of 70, unless specifically stated in the schedule.

2.3 Scale of Permanent Disablement

Description	Percentage of benefit
Total and permanent disablement from following any employment or occupation	100%
Total and permanent loss of both hands or feet or one hand and one foot	100%
Total and permanent loss of all sight in both eyes	100%
Total and permanent loss of all sight in one eye and total and permanent loss of one hand and foot	100%
Total and permanent loss of hearing or speech	100%
Total and permanent loss of arm from shoulder	75%
Total and permanent loss of thigh	75%
Total and permanent loss of forearm	65%
Total and permanent loss of leg at or below knee	65%
Total and permanent loss of all sight in one eye	50%
Total and permanent loss of hearing in one ear	50%
Total and permanent loss of one hand	50%
Total and permanent loss of one foot	50%
Total and permanent loss of thumb (both phalanges)	25%
Total and permanent loss of thumb (one phalanx)	10%

Description	Percentage of benefit
Total and permanent loss of index finger (three phalanges)	10%
Total and permanent loss of index finger (two phalanges)	8%
Total and permanent loss of finger, other than thumb or index finger	5%
Total and permanent loss of great toe	5%
Total and permanent loss of index finger (one phalanx)	4%
Total and permanent loss of any other toe	1%

2.4 Disappearance and exposure

Subject to the terms, exceptions and conditions of this section:

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

3 Specific conditions

- 3.1 *You* must give *us* immediate notice of any change in the *insured person's* business, habits or pursuits and pay any additional premium that may be required.
- 3.2 On the happening of any *occurrence* for which compensation is payable, *you* must employ the services of a registered medical practitioner and undergo any treatment the practitioner may deem necessary.
- 3.3 *You* must submit to medical examination when required by *us*, at *our* expense.
- 3.4 *We* will, in the case of the death of the *insured person*, be entitled to receive any legal documentation as requested.
- 3.5 No assignee will be entitled to any compensation except in respect of death.

4 Specific exclusions

The general exceptions do not apply to this section, but this insurance will not apply to any *occurrence* resulting from:

- 4.1 suicide or any attempt thereat or self-injury;
- 4.2 *you* being in, on, entering into or descending from any aircraft other than a fully licensed passenger-carrying aircraft in which *you* are travelling as a passenger, other than as a member of the crew and not for the purpose of undertaking any trade or technical operation in or on the aircraft;
- 4.3 *your* participation in professional sports of any kind, football, polo, big game hunting, mountaineering (necessitating the use of ropes or guides) or motorcycling (whether as driver or passenger), racing of any kind other than on foot or in yachts on coastal or inland waters;
- 4.4 pregnancy or childbirth; or
- 4.5 war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.