

# PREMIER PROTECTION POLICY



**UNDERWRITTEN BY THE HOLLARD INSURANCE COMPANY LIMITED  
REG. NO. 1952/003004/06**

# CONTENTS

Section		Page
INTRODUCTION		2
DEFINITIONS		3
GENERAL CONDITIONS		4 - 9
GENERAL EXCLUSIONS		10 - 13
MALICIOUS DAMAGE EXTENSION		13
HOUSEHOLD CONTENTS SECTION	1	14 - 23
BUILDINGS ALL RISKS SECTION	2	24 - 32
ALL RISKS SECTION	3	23 - 35
PERSONAL COMPUTERS SECTION	4	36 - 38
MOTOR SECTION	5	39 - 48
PERSONAL LIABILITY SECTION	6	49 - 53
PERSONAL ACCIDENT SECTION	7	54 - 57
WATER CRAFT SECTION	8	58 - 64
SASRIA NON-MOTOR		65 - 67
SASRIA MOTOR		68 - 72
IMPORTANT INFORMATION		73

# INTRODUCTION

Hollard and its Partners are committed to providing You with the best service and financial protection possible in the circumstances. The particular circumstances will depend on Your selection of the covers offered and the extent to which You comply with the terms and conditions set out in Your Policy.

The Policy and the Schedule together confirm the contract between You and Us and should be read as one document. Should there be any conflict in interpretation between the contents of the printed Policy and the contents of the Schedule, the Policy wording shall be given precedence.

You must provide Us with accurate information to enable Us to assess the risk correctly and notify Us immediately of any change in this information, or in Your circumstances, that could affect Our assessment.

Whether You pay Your premiums monthly, quarterly, half-yearly or annually, You are responsible for ensuring that these are paid within the agreed time period.

Please contact Your broker immediately if there is anything that is not clear to You or You need more information.

# DEFINITIONS

<b>You/Your/Yours/Yourself</b>	the person/persons named in the Schedule, or as more specifically defined in any specific Section.
<b>We/Us/Our</b>	The Hollard Insurance Company Limited (Hollard). Hollard is a company registered in terms of the Short-Term Insurance Act 1998 and licensed in terms of the Financial Advisory and Intermediary Services Act 2002.
<b>Schedule</b>	the pages that contain details of You and this Policy and that indicate which Sections You have elected to insure.
<b>Policy</b>	the proposal of insurance (if applicable), the Schedule and all of the terms, exclusions, conditions, warranties and provisions contained in this document, and any endorsement thereto, which together provide the evidence of the contract of insurance between You and Us.
<b>Period of Insurance</b>	the period of cover as specified in the Schedule and for which premium has been received and accepted by Us.
<b>First Amount Payable</b>	the first amount to be paid by You or for which You shall be responsible in respect of each and every claim You may have in terms of this Policy as shown in the Schedule.
<b>Indemnity</b>	means that We will attempt to place You back in the same financial position You were immediately before an Insured Event that caused You to submit a claim under this Policy.
<b>Limit of Liability</b>	the maximum amount We will contribute, subject to the Limits / Sums Insured / Benefits stated in the Schedule or Limit Section of the Schedule, towards any accepted claim You may have in terms of this Policy.
<b>No-Claim Bonus</b>	the percentage set by Us by which the premium for the Section concerned will be reduced if during an annual Period of Insurance You do not submit a claim to Us under any Section of this Policy. Should You submit a claim during the Period of Insurance Your No-Claim Bonus will be reduced at the next renewal date.
<b>Sum Insured</b>	the total current replacement cost (or reinstatement cost if You decide to reinstate a Dwelling) of the Insured Property, and is subject to General Condition 8.
<b>Sections</b>	the portions of this Policy that offer specific types of insurance, which are selected and included as stated in the Schedule.

# GENERAL CONDITIONS

The following General Conditions apply to the entire Policy:

## **1. Interpretation**

The Policy and Schedule shall read as one document. If any word or expression has been given a specific meaning it shall have the same meaning wherever it appears. Headings have been inserted to help you find the information You need. They must not be taken to affect the interpretation of the Policy.

## **2. Accuracy of Material Information**

This Policy or any part of it may be declared void by Us if any details that affect the risk are not disclosed, or are misrepresented or misdescribed by You or on Your behalf, or if We are not informed of an alteration in the risk.

## **3. Communication of Material Changes**

- 3.1 Any changes in Your circumstances must be communicated to Us in writing before such changes occur to ensure continuous cover. Provided that the changes are acceptable to Us, they will be effective from the date agreed upon, subject to Our terms and conditions being complied with. We will confirm these changes by sending You an updated Schedule.
- 3.2 Should You fail to advise Us of any such change, We will have the option to cancel the policy from the time that any material change occurred or, in Our sole discretion, cancel the policy forthwith or increase Your premiums or change Your policy to take into account the change of risk.

## **4. Amendments to Cover**

We may change Your Policy by giving You thirty (30) days notice by fax, post or e-mail to Your last known address. Any change that You make will be effective from the time and date agreed to with Us.

## **5. Premium Payments**

- 5.1 If You place a stop payment on Your premium this Policy will automatically be cancelled from the date that the premium was due to be paid.

### **5.2 Monthly Policy**

- 5.2.1 The premium is payable in advance and must be paid on the due date which is the first day of every month.
- 5.2.2 If We do not receive Your premium by the due date or (other than the first premium) within the thirty (30) day grace period following the due date, Your cover will remain in force during that period for which We have not received the premium.
- 5.2.3 At the next request for payment two debit orders will be submitted, in respect of the unpaid debit order as well as the normal one for the new

month. If two debit orders are submitted to Your paying agent and only one is paid, the money will be used to clear the oldest debit first.

- 5.2.4 Should You have a claim during the grace period in respect of which the debit order remains unpaid, We will not process the claim until You have paid the outstanding premium or You have agreed that this premium be deducted from any payment due to You. However, the Policy will be cancelled automatically from the original due date if premiums for two consecutive Periods of Insurance are not paid.

### **5.3 Annual Policy / Half Yearly / Quarterly Policy**

5.3.1 The premium is due and payable on or before the inception date or renewal date as the case may be. We shall not be obliged to accept any premium that is tendered to Us after the thirty (30) day grace period or renewal date as the case may be.

5.3.2 If We do not receive Your premium within the thirty (30) day grace period following the due date, You will not have any cover and the Policy shall lapse automatically from midnight (24h00) on the day before the due date.

### **5.4 Period of Grace for Premium Payment**

You shall be entitled to a period of thirty (30) days from the premium due date in which to pay Your Premium. In the case of monthly policies, this period of grace only applies from the second month of the currency of this Policy.

## **6. Claims Procedure and Conditions**

6.1 If an event giving rise to or likely to give rise to a claim comes to Your knowledge You must notify Us within thirty (30) days and provide Us as soon as is reasonably possible with:

6.1.1 particulars of any other policy covering the same event;

6.1.2 written details of the event;

6.1.3 such proofs, information and sworn declarations that We may require;

6.1.4 any document or details of any communication received in connection with a claim.

6.2 No admission, statement, offer, promise, payment or indemnity may be made by You without Our prior consent.

6.3 You must report any event to the police as soon as is reasonably possible if it involves malicious damage, damage to a vehicle, theft or any other criminal act or suspected criminal act or loss of property, and take all reasonably practical steps to discover the guilty party and recover the stolen or lost property.

6.4 We may take over and conduct the defence or settlement of any claim and / or recovery and have the right to use Your name for this purpose.

6.5 You must give all information, documentation and assistance required by Us to obtain indemnity from other parties.

- 6.6 We are not liable for any claim after twelve (12) months have expired from the date of the event that gives rise to the claim, unless the claim is the subject of a pending court action between You and Us, or is a claim for sums for which You may become legally liable to a third party.
- 6.7 If We deny liability or reject any claim made in terms of this Policy or void Your Policy or You dispute the amount of any claim under this Policy, representation may be made to Us within ninety (90) days of the date of Our letter of rejection or avoidance. Your representation must be submitted in writing to:

The Hollard Insurance Company Limited  
Hollard Select Broker Division  
P.O. Box 87419  
HOUGHTON 2041  
Tel: 011 351 5000 Fax: 011 351 8012

Alternatively, You may contact:

The Ombudsman for Short-Term Insurance  
P.O. Box 32334  
BRAAMFONTEIN 2017  
Tel: 011 726 8900 Fax: 011 726 5501

If Your dispute is not satisfactorily resolved in this manner, You must institute legal action against Us for the enforcement of the claim by way of the service of summons against Us. Summons must be served on Us within one hundred and eighty (180) days of Our original letter of rejection or avoidance. If this is not done, Your claim against Us will be forfeited and will become time barred and We shall no longer be liable for the claim.

- 6.8 We will not be liable under more than one Section of this Policy in respect of loss, damage or liability that arises from the same event in respect of the same loss, damage or liability.
- 6.9 In respect of any Section of this Policy under which an Indemnity is provided for liability to third parties, We may, upon the happening of any event, pay to You the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled. We shall thereafter not be under further liability in respect of such event.

## **7. Fraudulent Acts in Making a Claim**

If a claim made under this Policy:

- 7.1 is in any respect fraudulent or if fraudulent means are used by You, or on Your behalf, to obtain any benefit under the Policy;
- 7.2 has been inflated or information has been provided in connection with the claim that is not true;

We will be relieved of all liability in respect of the whole claim and You will repay to Us all amounts that We have paid previously in respect of the claim, without prejudice to Our rights to recover any damages that We may have suffered as a result of Your fraudulent conduct. We may cancel Your Policy from the date of the fraudulent act without giving notice as required in General condition 15.1.2.

## **8. Reinstatement of Sum Insured**

The Sum Insured will not be reduced by the amount of any claim. We may however require that You pay the premium on the amount of the claim from the date of the loss or damage to the expiry of the Period of Insurance. This condition applies separately to the Household Contents, Buildings and Personal Computers Sections of this Policy and to the Sum Insured for unspecified property in the All Risks Section.

## **9. Observance of Policy Terms and Conditions**

Our liability is conditional upon the observance of the Policy terms, conditions and warranties stated in the Policy or Schedule by any person claiming indemnity or benefit under the Policy. Failure to comply with any of the terms, conditions or warranties may result in a claim being rejected or the Policy being voided.

## **10. Rights of Others**

This Policy gives rights to You only. Any extension of Our liability for the losses of any other person gives no right to that person to claim from Us.

## **11. Other Insurance**

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

## **12. Prevention of Loss**

You must take all reasonable precautions to prevent loss or damage, bodily injury and accidents and should take reasonable steps to prevent further loss or damage following an insured event.

## **13. Territorial Limits**

Other than in respect of the All Risks, Personal Computer, Personal Liability and Personal Accident Sections, cover under this policy only operates within the Territorial Limits of the Republic of South Africa, Botswana, Lesotho, Namibia, Swaziland, Malawi, Mozambique, Zambia, Kenya, Tanzania, Uganda, Angola and Zimbabwe, unless We agree to extend the Territorial Limits in return for any additional premium We may require.

## **14. Repatriation**

We will not compensate You for the costs of repatriating any insured Vehicle or other Insured Property that is damaged outside the Republic of South Africa, unless We agree to do so specifically in writing.

## **15. Cancellation**

15.1 Whether the premium under this Policy is paid annually, quarterly, half-yearly or monthly this Policy or any Section may be cancelled:

15.1.1 by You at any time You request this in writing;

15.1.2 by Us by thirty (30) days notice given to You at Your last known address.

15.2 If the premium is paid annually or half-yearly and You cancel the Policy We will be entitled to retain our customary short-period premium or minimum premium.

- 15.3 If the premium is paid annually or half-yearly and We cancel the Policy We will retain a pro rata premium.

## **16. Consent to Disclosure of Private Information**

- 16.1 You acknowledge that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly and reduce the incidence of fraudulent claims with a view to limiting premiums.
- 16.2 On Your behalf and on behalf of anyone You represent herein, You hereby waive any right to privacy with regard to any underwriting and claims information in respect of any insurance policy or claims made or lodged by You, or on Your behalf.
- 16.3 You consent to such information being stored in the shared database and used as set out above.
- 16.4 You also consent to such information being disclosed to any insurer or its agent.
- 16.5 You further consent to any underwriting information being verified against legally recognised sources or databases.
- 16.6 You agree that this consent clause will survive the termination for whatever reason of the Policy, including its cancellation or lapsing.

## **17. Jurisdiction**

- 17.1 This Policy shall be subject to the laws and statutes of the Republic of South Africa and We shall only abide by judgments delivered or obtained in the first instance by a court of competent jurisdiction within the Republic of South Africa.
- 17.2 This Policy will not indemnify You in respect of costs and expenses of litigation recoverable by any claimant from You which are not incurred and recoverable within the Republic of South Africa.

## **18. Change of Interest**

The policy shall be void with respect to any item thereof in regard to which there be any alteration after the commencement of this insurance whereby Your insurable interest (as defined in 19 below) ceases, except by death or operation of law, unless We, by endorsement herein, declare the insurance to be continued.

## **19. Insurable Interest**

- 19.1 You must have an insurable interest in any item insured under this policy. "Insurable Interest" means that You are the owner of or alternatively the good faith possessor in terms of a credit agreement of the insured item and bear the risk of loss.
- 19.2 If Your insurable Interest in the insured item differs from those interests as We have defined, You must advise Us of the nature and extent of such interest before the cover starts. The cover for such item will only start when We have given written confirmation thereof that We agree to insure the property.
- 19.3 Should Your insurable interest in any item insured under this policy change You have to notify Us in writing of such change and if You do not, We may reject any claim made by You relating to the item.

## **20. Settlement of Claims**

- 20.1 We may decide whether We want to settle Your claim by repairing or replacing or by paying cash, less the value of the damaged property or a combination of the three, but subject always to the limit of indemnity stated in the Schedule and the deduction of the First Amount Payable.
- 20.2 You have to sign a release in Our favour in the form required by Us before We will pay a claim.

## **21. First Amount Payable / Excess**

Every time You claim, You must pay the First Amount Payable / Excess applicable as set out in the Schedule together with any other additional and / or cumulative First Amounts Payable / Excesses.

## **22. Interest on Payments due by Us**

No interest will be payable on any amount due by Us in terms of this Policy unless a Court of Law orders otherwise.

## **23. Average / Contribution**

It is important that You insure all Your property for the correct value. Your Household Contents, Buildings and unspecified All Risks Sections are subject to average. If Your Sums Insured do not represent the current replacement values of Your property, average will be applied in the event of a claim. If at the time of a loss, the amount which is needed to replace all Your property with similar new property is more than the amount for which it is insured, You will be considered as if You were Your own insurer for the difference and will have to bear a proportional share of the loss or damage accordingly. This condition applies separately to each item in the Schedule.

### **EXAMPLE OF AVERAGE APPLIED:**

Loss	R 25 000
Insured Amount	R 50 000
Replacement value of property	R100 000
Settlement	R 12 500

(Loss R25 000 x Insured Amount R50 000 divided by Replacement Value of Property R100 000)

# GENERAL EXCLUSIONS

The following General Exclusions apply to the entire Policy.

We and You agree that any terms of this Policy which may be in conflict with any statute are amended to conform to such statute.

## **The following are not covered:**

### **1. Nuclear Risks**

- 1.1 Loss or destruction of or damage:
  - 1.1.1 to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
  - 1.1.2 death, injury or any legal liability of whatsoever nature;  
  
directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.
- 1.2 Any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.

### **2. War, Strikes and Riots**

Loss of or damage to property or bodily injury related to or caused by:

- 2.1 civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
- 2.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- 2.3
  - 2.3.1 mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
  - 2.3.2 insurrection, rebellion or revolution.
- 2.4 any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- 2.5 any act which is calculated or directed to bring about loss or damage or bodily injury, in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any Section thereof;
- 2.6 any attempt to perform any act referred to in Exclusion 2.4 or 2.5 above;

- 2.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Exclusion clause 2 above.

### **3. War Damage Insurance Compensation Act**

Loss of / or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act. No 85 of 1976 or any similar Act operative in any of the territories to which this Policy applies.

### **4. Terrorism**

Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, this Policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General Exclusion 4 an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any organisation or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any Section thereof.

### **5. Uninsured Computer Risks**

Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, this Policy does not cover:

- 5.1 Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- 5.2 Any legal liability of whatsoever nature;
- 5.3 Any consequential loss:

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

- 5.3.1 To treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with such date, or
- 5.3.2 To capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date, or
- 5.3.3 To capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and / or programmes, or

- 5.3.4 To capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including, but not limited to, any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media programme or interference.

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

Where the loss, damage or liability is attributable to more than one proximate cause, this exclusion will not apply if any other such cause is an insured peril.

In the event of the mechanical breakdown of any machinery, equipment or Vehicle, We will not pay for the replacement or repair or modification of any part of any computer equipment causing the event but We will pay for any resultant loss, damage or liability covered under the Policy.

## **6. Dispossession by Authorities**

Loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or any lawfully constituted officials or authorities.

## **7. Consequential Loss**

Consequential loss or damage except as We specifically insure.

## **8. Theft by False Pretences and Fraud**

Loss or damage resulting directly or indirectly from or in connection with any actual or purported exchange, cash or credit sale agreement including theft by false pretences and / or fraud.

## **9. Total Asbestos Exclusion**

Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision which would otherwise override a general exception this Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

## **10. Nuclear Causes Exclusion**

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this insurance does not cover loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.

DEFINITIONS:

“Nuclear material”

As defined in NMA 1975.

“Nuclear fission”	<i>means</i>	A nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.
“Nuclear fusion”	<i>means</i>	A nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.
“Nuclear radiation”	<i>means</i>	The absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.
“Nuclear waste”		As defined in NMA 1975.
“Nuclear fuels”	<i>means</i>	A substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.
“Nuclear explosives”	<i>means</i>	An explosive involving the release of energy by nuclear fission or fusion or both.
“Nuclear weapon”	<i>means</i>	A nuclear device designed, used or usable for inflicting bodily harm or property damage.

## MALICIOUS DAMAGE EXTENSION

Subject otherwise to the terms, conditions, exclusions and warranties contained herein, this Policy is extended to cover loss or damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage.

### **The following are not covered:**

1. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
2. Loss or damage resulting from total or partial stoppage or slowing down of work, or the retarding or interruption or cessation of any process or operation;
3. Loss or damage resulting from any deliberate action or deed by You or anybody else who may benefit from the claim.

If We say that a claim is not covered because of any of the provisos 1, 2 or 3 above, then You must prove the contrary.

# HOUSEHOLD CONTENTS SECTION 1

## DEFINITIONS

For this Section:

1. "You / Your / Yours / Yourself" means the person(s) in whose name this Policy is issued and Your spouse and any member of Your immediate family normally residing with You and who are financially dependent upon You.
2. "Insured Property" means:
  - 2.1 household goods, personal possessions and equipment (including money and negotiable instruments up to the amount stated in the Limit Section) that are Your property including goods and equipment used for non-hazardous business purposes, when the employment of staff (other than domestic employees) is not undertaken by You, used in the course of Your home or professional business up to a maximum amount of five thousand Rand (R5 000);  
  
**and if stated in the Schedule to be included:**
  - 2.2 goods and equipment used for non-hazardous business purposes where there is no staff member employed by the business (other than domestic employees) used in the course of Your home or professional business up to a maximum of one hundred and fifty thousand Rand (R150 000) or thirty percent (30%) of the Sum Insured under this Section of the Policy whichever is the lesser, which are Your property and are at the risk address stated in the Schedule of this Section.
3. "Dwelling" means the private residence and situated at the risk address stated in the Schedule of this Section.
4. "Outbuilding" means the domestic outbuildings, including but not limited to garages, domestic employees' quarters, storerooms, home office or consulting room and tenants' premises, situated at the risk address stated on the Schedule of this Section.
5. "Standard Construction" means that the Dwelling(s) and Outbuilding(s) are built with walls of brick, stone or concrete and are roofed with slate, tiles, concrete, asbestos or metal.

## COVER PROVIDED

### 1. Indemnity to You

- 1.1 If the Insured Property is lost or damaged by an Insured Event within the Territorial Limits described in General Condition 13, We will pay for or may choose to repair or replace it. The amount payable shall be the current replacement cost;
- 1.2 Should it be established that, at the time of any loss or damage, the amount that is needed to replace all of the Insured Property with similar new property is more than the amount for which it is insured, You shall be considered to be Your own insurer for the difference and shall bear a proportionate share of the loss or damage.

## 2. Insured Events

We cover the Insured Property against loss or damage caused by:

- 2.1 Fire, lightning, explosion and underground fire;
- 2.2 Storm, water, wind, rain, hail or snow or flood but excluding loss or damage to property in the open unless it is designed to exist or operate in the open or loss or damage to property in any structure that is not completely roofed;
- 2.3 Earthquake;
- 2.4 Bursting, leaking or overflowing of geysers, water tanks, including damage to the geyser and water tanks themselves or pipes or fixed oil-fired heating apparatus provided that this is sudden and unforeseen;
- 2.5 Theft or attempted theft from:
  - 2.5.1 the Dwelling;
  - 2.5.2 any other occupied private residence, hotel, inn, club, nursing home, hospital or clinic including one in which You are temporarily residing;
  - 2.5.3 any domestic outbuilding, limited to the amount stated in the Limit Section of the Schedule;
  - 2.5.4 any building in which You are employed;
  - 2.5.5 any furniture storage depot or a bank safe deposit;
  - 2.5.6 any educational institution or rented student accommodation where You are temporarily residing, up to the amount stated in the Limit Section;

provided that, with the exception of theft or attempted theft from the Dwelling itself whilst it is occupied, any theft or attempted theft must be accompanied by forcible and violent entry to or exit from the building or Outbuilding. We will only compensate You if We can see physical damage caused by the break-in or theft.
- 2.6 Theft:
  - 2.6.1 of money contained in the Dwelling up to the amount stated in the Limit Section provided that there is forcible and violent entry;
  - 2.6.2 of household goods, laundry, garden furniture, tools and pool-cleaning equipment from the grounds of Your Dwelling at the risk address up to the amount stated in the Limit Section provided that the theft of laundry and tools is accompanied by forcible and violent entry or exit;
  - 2.6.3 of washing on the line in the grounds of Your Dwelling up to the amount stated in the Limit Section.
  - 2.6.4 of the Insured Property whilst being moved by professional removers during a permanent change in the risk address up to the amount stated in the Limit Section;
  - 2.6.5 of the Insured Property while in transit to or from a furniture storage depot or a bank safe deposit;

- 2.6.6 of the Insured Property while in transit in your custody to or from any place of purchase or renovation following an accident to the conveying vehicle or theft following forcible and violent entry into the vehicle, limited to the amount stated in the Limit Section of the Schedule;
  - 2.6.7 of the Insured Property while in a locked boot or trailer or while in Your possession when You are actually travelling on holiday or returning to Your Dwelling at the risk address as stated in the Schedule up to the amount stated in the Limit Section provided that such theft is accompanied by visible, forcible and violent entry or exit.
- 2.7 Impact damage to the Dwelling or Outbuilding caused by:
- 2.7.1 any vehicle, animal or falling tree except if this occurs while the tree is being felled;
  - 2.7.2 aircraft or any other aerial device or articles dropped therefrom.

## EXTENSIONS TO COVER

### **1. Accidental Death**

If You sustain accidental bodily injury whilst in the Dwelling or its grounds and die within twelve (12) months as a result of the injury We will pay:

- 1.1 two thousand Rand (R2 000) for a person eighteen (18) years of age or under;
- 1.2 the amount stated in the Limit Section of the Schedule for a person over eighteen (18) and under seventy six (76) years of age.

### **2. Audio Visual Equipment and Glass**

We will indemnify You if accidental damage (other than mechanical, electrical or electronic breakdown where applicable) occurs in or on the Dwelling to:

- 2.1 any television set, video recorder, decoder, sound reproducing equipment, satellite dish, aerial or domestic telephone instrument (excluding cell phones);
- 2.2 mirror glass or sheet glass in or on furniture or an appliance.

### **3. Clearance Costs**

We will indemnify You up to the amount stated in the Limit Section of the Schedule for costs necessarily incurred in respect of the removal of debris from the insured premises following loss or damage caused by an Insured Event.

### **4. Documents**

We will indemnify You for loss or damage caused by an Insured Event to Your personal documents up to the amount stated in the Limit Section of the Schedule. We will only be liable for the value of materials and the cost of labour for reinstating the documents or obtaining duplicates and not for the value to You of the contents.

### **5. Domestic Employees Property**

We will indemnify Your domestic employee for loss or damage to their household goods and personal effects in the Dwelling or Outbuilding caused by an Insured Event, up to the amount stated in the Limit Section of the Schedule.

## **6. Emergency Services Expenses**

We will indemnify You for the actual costs and expenses charges by any emergency services provider who attends following any Insured Event for the purpose preventing or suppressing the effects of such Insured Event but only up to the amount stated in the Limit Section of the Schedule.

## **7. Guests Property**

If household goods and personal effects excluding money and negotiable instruments belonging to a guest residing with You temporarily are lost or damaged by an Insured Event 2.1 to 2.4 or by break-in or theft from the private residence We will indemnify the guest up to the amount stated in the Limit Section of the Schedule.

## **8. Keys Remote Controls and Locks**

We will indemnify You for costs reasonably and necessarily incurred as a direct consequence of loss or damage to any keys, remote controls or locks up to the amount stated in the Limit Section of the Schedule.

## **9. Loss of Water by Leakage**

We will indemnify You for the costs of water lost through leakage from any underground pipes at the risk address where You are responsible to pay the charge for such water subject to the following:

9.1 in the event of the quarterly reading of water consumption exceeding the average of the last previous four (4) quarterly readings by fifty percent (50%) or more We will indemnify You for the cost of such additional water consumed up to the amount stated in the Limit Section of the Schedule;

provided that We will not pay for more than two separate incidents in any twelve (12) month period of insurance;

9.2 It is a condition precedent to liability under this extension that You shall upon discovery of a leak (from physical evidence or on receipt of an abnormally high water account) take immediate steps to repair the pipes(s) affected;

9.3 this extension does not cover the cost of remedial action including repairs to the pipe(s) affected;

9.4 We shall not be liable for claims:

9.4.1 as a result of leaking taps, geysers, toilet systems or swimming pools;

9.4.2 whilst the property is unoccupied for a period in excess of sixty (60) consecutive days unless agreed by Us in writing;

9.4.3 where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

## **10. Rent**

If the Dwelling becomes uninhabitable because of loss or damage caused by an Insured Event We will for the period necessary for reinstatement indemnify You for:

10.1 rent for which You are liable; or

10.2 the cost of renting other similar accommodation;  
up to twenty percent (20%) of the Sum Insured for this Section.

#### **11. Medical Benefit and Veterinary Expenses**

If medical and veterinary expenses are incurred as a result of accidental bodily injury sustained by any:

- 11.1 person other than Yourself caused by a domestic animal owned by You;
- 11.2 guest or visitor arising from any defect in the dwelling;
- 11.3 domestic employee in the course of their employment by You;
- 11.4 domestic animal owned by You arising from a road accident;

We will pay the medical benefit stated in the Limit Section per person and the veterinary expenses up to the amount stated in the Limit Section of the Schedule in respect of each or animal.

#### **12. Refrigerator and Deep Freeze Contents**

If food kept in any refrigerator or deep freeze in the Dwelling deteriorates as a result of:

- 12.1 breakdown or accidental damage to the motor unit;
- 12.2 failure of power supplied by public authorities not related to any failure by You to pay Your account;

We will indemnify You for the loss of food up to the amount stated in the Limit Section of the Schedule.

#### **13. Security Guard**

We will indemnify You for costs reasonably and necessarily incurred by employing a security guard following loss or damage caused by an Insured Event up to the amount stated in the Limit Section of the Schedule.

#### **14. Damage to the Garden**

If You are the tenant of the Dwelling and not the owner and provided that the owner is not entitled to claim under any insurance policy for such damage, We will pay costs reasonably and necessarily incurred by You for the replacement of trees, shrubs and plants situated at the risk address of the Dwelling following damage due to fire, fire-fighting operations, explosion, impact by vehicles, impact by aircraft or other aerial devices articles dropped therefrom or deliberate or wilful acts up to the amount stated in the Limit Section of the Schedule.

#### **15. Power Surge**

We will indemnify You for damage to Insured Property caused directly by a power surge on the power line of a public supply authority up to the maximum amount shown in the Limit Section.

## 16. Trauma Counselling

If You are a victim of a violent act of theft or attempted theft that is directly connected to such illegal taking or attempted illegal taking of the Insured Property that necessitates professional counselling, We will pay the benefit stated in the Limit Section of the Schedule for any one claim.

## 17. Credit Cards and Debit Cards

We will indemnify You up to the amount stated in the Limit Section of the Schedule against liability arising out of fraudulent use of any credit card or debit card (including the replacement of the lost or stolen cards) by an unauthorised person not related to You, provided that the loss of any credit card or debit card is reported to the issuing authority as soon as is reasonably possible after discovery of the loss and that You have complied with the conditions of issue of the credit card or debit card.

## OPTIONAL EXTENSIONS

### 1. Accidental Damage

#### If stated in the Schedule to apply

We will indemnify You for Loss of, or damage to the Insured Property whilst inside Your Dwelling or at the risk address **but excluding**:

- 1.1 loss or damage:
  - 1.1.1 that is payable under any other Section of this Policy;
  - 1.1.2 due to depreciation or gradual causes such as wear and tear, rust mildew, corrosion and decay;
  - 1.1.3 caused by moths or vermin or a cleaning, repairing or restoration process of or to the Insured Property;
- 1.2 damage to glass, glassware or other brittle articles (other than jewellery, cameras, fixed glass or television sets) due to cracking or scratching unless caused by theft or attempted theft or fire;
- 1.3 the cost of reproduction or repair of data;
- 1.4 mechanical, electrical or electronic breakdown of any item of electronic equipment unless otherwise stated in the Schedule.

The amount We pay in respect of any claim under this extension shall not exceed the amount stated in the Limit Section of the Schedule.

Any No-Claim Bonus You have earned will not be affected by any claim that We settle in terms of this extension

### 2. Fire and Perils Cover only

#### If stated in the Schedule to apply

#### COVER PROVIDED

#### 2.1 Insured Events

We cover the Insured Property against loss or damage caused by:

- 2.1.1 Fire, lightning, explosion and underground fire;
- 2.1.2 Storm, water, wind, rain, hail or snow or flood but excluding loss or damage to property in the open unless it is designed to exist or operate in the open or loss or damage to property in any structure that is not completely roofed;
- 2.1.3 Earthquake;
- 2.1.4 Bursting, leaking or overflowing of geysers, water tanks, including damage to the geyser and water tanks themselves or pipes or fixed oil-fired heating apparatus provided that this is sudden and unforeseen;
- 2.2 Insured Events 2.5, 2.6 and 2.7 are deleted;
- 2.3 Extensions to Cover 1 to 17 inclusive are deleted.

### **3. Subsidence and Landslip**

#### **If stated in the Schedule to apply**

- 3.1 This Section is extended to include loss of or damage to the Insured Property caused by subsidence or landslip of the land supporting the Dwelling or heave thereof;  
**provided that** such loss or damage is not caused by or does not arise from:
  - 3.1.1 structural alterations, additions or repairs to the Dwelling;
  - 3.1.2 defective or faulty design, materials or workmanship;
  - 3.1.3 excavations other than mining operations;
  - 4.1.4 removal or weakening of support to the Dwelling.
- 3.2 We will not be liable for:
  - 3.2.1 consequential loss whatsoever;
  - 3.2.2 damage existing at commencement of cover.
- 3.3 You will be responsible for the first two thousand five hundred Rand (R2 500) of each and every occurrence giving rise to a claim.
- 3.4 If required You must give proof that the loss or damage being claimed for was caused by subsidence, landslip or heave.

### **SPECIAL EXCLUSIONS**

We will not be liable:

- 1.** for any loss of or damage to:

- 1.1 deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, manuscripts, documents of any kind, as well as prepaid phone cards or prepaid cellular vouchers;
- 1.2 motor vehicles, including motor cycles, scooters, three-wheeled vehicles, quad bikes, caravans or trailers and all fitted accessories;
- 1.3 aircraft, water craft, hang-gliders, and their equipment;
- 1.4 livestock or other animals;
- 1.5 property more specifically insured in this Policy or any other policy.

**2. for loss of or damage to Insured Property:**

- 2.1 from or at any Dwelling or Outbuilding if the construction of the Dwelling or Outbuilding is not of Standard Construction, unless otherwise specified in the Schedule of this Section;
- 2.2 from or at any Dwelling or Outbuilding which has a thatch roof in part or in whole unless specified in the Schedule.

**3. for:**

- 3.1 theft from the Dwelling while lent, let or sub-let unless We can see physical damage caused by the theft;
- 3.2 any amount in excess of thirty percent (30%) of the Household Contents Sum Insured in respect of the total amount of precious metals and stones, rugs and carpets;
- 3.3 any amount in excess of ten percent (10%) of the Household Contents Sum Insured in respect of jewellery, furs and watches.
- 3.4 mechanical and electrical breakdown (unless specifically included) wear and tear, corrosion, the action of light or sunlight, vermin, insects, mildew, damp, wet or dry rot, or any other gradually operating cause;
- 3.5 consequential loss or damage of whatsoever nature;
- 3.6 any First Amount Payable stated in the Schedule.

## **SPECIAL CONDITIONS**

**1. Change of Risk Address**

Should You move to a new permanent address We agree to continue this insurance subject to the existing security requirements providing that You give Us written notice of the move within seven (7) calendar days, failing which Your cover under this Section will lapse.

**2. Jewellery Safe Clause**

Any item of jewellery gold, silver, platinum, precious or semi-precious stones or watches that have a value greater than the amount stated in the Limit Section must be kept in a securely locked safe whenever the premises are unoccupied. We will not pay any amount

that exceeds the amount stated in the Limit Section for loss or damage to any such jewellery that is not kept in a securely locked safe when the premises are unoccupied.

### **3. Valuation Certificate**

No article of jewellery, gold, silver, platinum, precious or semi-precious stones or watches shall be deemed to be valued at more than the amount stated in the Limit Section unless You provide Us with a valuation certificate from a registered jeweller or registered valuator.

### **4. Pairs and Sets**

Where Insured Property consists of a pair or set, We will not compensate You for more than the value of any particular portion which may be lost or damaged.

### **5. Proof of Value and Ownership**

You must provide Us with the reasonable proof that We require of the value and ownership of any item for which You claim.

### **6. Alarm Warranty**

It is warranted that the following warranty shall be complied with by You if stated in the Schedule.

6.1 We will not pay for loss or damage caused by theft or break-in or any attempt thereat, from the Dwelling and / or Outbuildings occurring whilst the Dwelling is unattended unless the Dwelling and / or Outbuildings are protected by means of a linked burglar alarm:

6.1.1 which is monitored by a control room with twenty four (24) hour armed response; and

6.1.2 which is maintained and kept in full working order and is fully operational; and

6.1.3 which is activated at all times when the Dwelling is unoccupied;

6.1.4 which may not be altered or removed by any person unless We agree to this in writing before the work is done.

We do not regard the occupation of the domestic employees' quarters by Your domestic employees, or of any Outbuilding by tenants as occupation of the Dwelling for the purpose of this warranty.

There will be no theft cover unless the key / code to the alarm is obtained by assault, violence or threat of violence to You or the key / code holder.

### **7. Tenants**

Should any tenant in the Dwelling and / or Outbuildings increase the risk without Your knowledge the insurance will not be invalidated.

### **8. Unoccupied Property**

If Your Dwelling is unoccupied for a period of more than sixty (60) consecutive days during any twelve (12) calendar months, cover against loss or damage by theft is automatically suspended unless We agree to extend cover in writing and You have paid any additional premium that We require. We do not regard the occupation of the domestic

employees' quarters by Your domestic employees or of any Outbuildings occupied by tenants as occupation of the Dwelling for the purpose of this Special Condition.

## BUILDINGS ALL RISKS SECTION 2

Subject to the terms, exceptions, conditions and provisions (precedent or otherwise), and in consideration of, and conditional upon, the prior payment of the premium by or on behalf of Yourself and receipt thereof by or on behalf of Us as stated in the Schedule, We agree to indemnify or compensate You by payment or, at Our option, by replacement, re-instatement or repair in respect of the defined events occurring during the Period of Insurance and as otherwise provided under this Section up to the Sums Insured, Limits of Liability, compensation and other amounts specified.

### Defined Events

1. Loss or damage to the Property (as defined) situate as stated in the Schedule by the perils described in Sub-Section A.
2. Loss of rent as provided for in Sub-Section B.

### Definitions

“**You/Your/Yours/Yourself**” means the person(s) in whose name this Policy is issued.

“**Property**”

The domestic buildings constructed of brick, stone or concrete and roofed with slate, tiles, metal, concrete or asbestos (unless otherwise stated in the Schedule), including landlords’ fixtures and fittings therein and thereon, all domestic outbuildings, swimming pools (other than above ground and / or vinyl lined swimming pools), machinery, equipment (other than automatic pool cleaners) and other structures and improvements of a permanent nature, walls (except dam walls) provided that garden and retaining walls comply with the National Building Regulations, gates, posts and fences (except hedges), brick, tarred, concrete or paved roads, driveways, parking areas, paths and fire extinguishing equipment, all Your Property.

## SUB-SECTION A – PROPERTY

### Perils

All sudden, unforeseen and fortuitous loss or damage not otherwise excluded in the Special Exclusions or General Exclusions.

### SPECIAL EXCLUSIONS

We will not indemnify You under this Section in respect of loss of or damage to the Property by:

1. cracking or collapse of the Property unless caused by external causes not otherwise excluded;
2. loss caused by domestic pets, vermin or insects;
3. mildew, damp, the rise of underground water table, rising damp, rust, corrosion, rot or gradually operating causes;
4. denting, chipping, scratching or cracking (not affecting the operation of the item) of fixed glass or sanitary ware;

5. any process of cleaning, restoring, altering, renovation, repair or dyeing;
6. loss or damage to tennis courts, paving, driveways, walls, underground pipes, cables or tanks by roots or weeds;
7. theft and malicious damage, if the Property is unoccupied for more than sixty (60) consecutive days, unless You have Our prior written agreement prior to the loss of the continuance of theft and malicious damage cover. Theft cover will be subject to forcible and violent entry into or exit from the domestic building, and You will become a co-insurer with Us and shall bear a rateable proportion of any damage equal to twenty percent (20%) of the claim before the deduction of any First Amount Payable;
8. theft or misappropriation by any tenant or subtenant of Yours (or by family or servants of such tenant or subtenant);
9. Subsidence and Landslip.

## **EXTENSIONS**

### **Damage to Landscaped Gardens**

We will indemnify You for the replacement of landscaped trees, plants or shrubs on the premises following loss of or damage by fire, fire fighting operations, explosion, impact by vehicles, aircraft or other aerial devices or articles dropped there from, limited to the amount stated in the Limit Section per event.

### **Escalation**

The Sum Insured in respect of Property as defined in Sub-Section A of this Policy will be increased as follows:

1. during the Period of Insurance by that proportion of the percentage specified against "current insurance period" in the Schedule which the number of days from the inception date to date of loss bears to the Period of Insurance;
2. on the happening of a loss by an insured peril as detailed in Sub-Section A of this Policy, the Sum Insured as at the time of the loss shall be increased by the percentage specified against "further reinstatement period".

### **Modifications to Property**

We will compensate You up to a maximum as stated in the Limit Section for necessary modifications to the Property, following an event as described in Defined Events 1. which gives rise to a valid claim, and which results in the permanent disability of You, Your spouse and children or other persons normally residing with You.

### **Locks, Keys, and Remote Controls**

We will indemnify You for the cost of replacing locks, keys and remote control devices of the Property following forcible and violent entry into the buildings, limited to the amount stated in the Limit Section per event.

## **Loss of Water**

We will indemnify You for the cost of water lost through leakage from pipes, where You are responsible to pay the charge for such water, subject to the following:

1. only in the event of the quarterly reading of water consumption exceeding the average of the last previous four quarterly readings by fifty percent (50%) or more, then We will indemnify You for the cost of such additional water consumed up to the amount stated in the Limit Section;  
  
provided that We will not pay for more than one (1) incident in any twelve (12) month Period of Insurance :
3. it is a condition precedent to liability under this extension that You will upon discovery of a leak (by physical evidence or on receipt of an abnormally high water account) take immediate steps to repair such pipes;
4. this extension does not cover the cost of remedial action including repairs to such pipes;
5. We will not be liable for claims:
  - 5.1 that arise as a result of leaking taps, geysers, toilet systems, swimming pools and storage tanks;
  - 5.2 that arise as a result of a deliberate act by You or any person acting on Your behalf;
  - 5.3 whilst the Property is unoccupied for a period in excess of thirty (30) consecutive days;
  - 5.4 for the cost of refilling of swimming or other pools or ponds whether following leakage or otherwise.

## **Medical, Trauma and Funeral Benefits**

If any watchman, caretaker, building supervisor or gardener in Your permanent employ for the purposes of safeguarding or maintaining the Property described in the Schedule is the victim of physical assault while in the course and scope of his/her employment, We will pay a benefit to You on behalf of such employee or employee's estate:

1. the medical benefit stated in the Limit Section evidenced by proof of medical expense;
2. the trauma benefit stated in the Limit Section;
3. the funeral benefit stated in the Limit Section following the death of the employee as a direct result of the physical assault which occurs within three (3) months of such assault.

## **Removal of Trees**

We will indemnify You for the cost of removing trees which impact and cause damage to the Property, limited to the amount stated in the Limit Section per event.

## **Watchmen**

We will indemnify You for reasonably incurred costs in employing watchmen following an event which gives rise to a valid claim, limited to the amount stated in the Limit Section per event.

### **Geyser Maintenance**

**If stated in the Schedule to apply and the additional premium has been received by Us**

1. Notwithstanding anything to the contrary, We will indemnify You for loss or damage to geysers, parts thereof or pipes attached thereto caused by:
  - 1.1 rust;
  - 1.2 decay;
  - 1.3 gradual deterioration;
  - 1.4 wear and tear;
  - 1.5 cracking;
  - 1.6 splitting;
  - 1.7 faulty materials;
  - 1.8 latent defects;
2. For any event, We shall not be liable to pay more than the amount stated in the Limit Section.
3. This extension covers water damage to fixtures and fittings resulting from the damaged geyser or apparatus as described;  
provided that:
  - 3.1 for any one event, We shall not be liable for more than ten thousand Rand (R10 000).

### **SPECIAL CONDITIONS**

#### **Architects and other Professional Fees**

The insurance under this Section includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the Property insured following damage by a defined event, but in no case exceeding fifteen percent (15%) of the amount payable in respect of such damage and provided that the total amount recoverable shall not exceed the Sum Insured on the Property affected. The amount payable in respect of such fees excludes expenses incurred in connection with the preparation of Your claim.

#### **Capital Additions**

The insurance under this Section covers alterations, additions and improvements (but not appreciation in value in excess of the Sum(s) Insured) to the Property for an amount not exceeding fifteen percent (15%) of the Sum Insured thereon, it being understood that You undertake to advise Us each quarter of such alterations, additions and improvements, and to pay the appropriate additional premium thereon.

#### **Cost of Demolition and Clearing and Erection of Hoardings**

The insurance under this Section includes costs necessarily incurred by You in respect of the demolition of Property and/or the removal of debris and in providing, erecting and maintaining

hoardings required during demolition, site clearing and/or building operations following damage to the Property by an insured event, provided that the total amount recoverable shall not exceed the Sum Insured on the Property affected.

We will not pay for any costs or expenses:

1. incurred in removing debris except from the site of such Property destroyed or damaged and the area immediately adjacent to such site;

### **Fire Extinguishing Charges**

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured Property and shall be payable in addition to any other payment for which We may be liable in terms of this Section in respect of a valid claim, provided You are legally liable for such costs and the Property insured was in danger from the fire.

### **Mortgagee**

The interest of the mortgagee:

1. ranks prior to Your interest;
2. is limited to the amount owing to the mortgagee by You on the home loan in respect of the Property;
3. will not be invalidated by any act or omission of Yours of which the mortgagee has no knowledge.

### **Municipal Plans Scrutiny Fee**

The insurance under this Section includes municipal plans scrutiny fees, provided that the total amount recoverable under any item shall not exceed the Sum Insured on the Property insured so affected in respect of a valid claim.

### **Public Authorities Requirements**

The insurance under this Section includes such additional costs of repairing or rebuilding the damaged Property incurred solely by reason of the necessity to comply with building or other regulations under, or framed in pursuance of, any act of parliament or ordinance of any provincial, municipal or other local authority in respect of a valid claim;

provided that:

1. the amount recoverable under this clause shall not include:
  - 1.1 the cost incurred in complying with any of the aforesaid regulations:
    - 1.1.1 in respect of damage occurring prior to granting of this clause;
    - 1.1.2 in respect of damage not insured by this Policy;
    - 1.1.3 under which notice has been served upon You ~~The Insured~~ prior to the happening of the damage;
    - 1.1.4 in respect of undamaged Property or undamaged portions of Property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged;

- 1.2 the additional cost that would have been required to make good the Property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen;
- 1.3 the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with any of the aforesaid regulations;
2. the work of repairing or rebuilding must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to Our liability under this clause not being thereby increased;
3. if Our liability under any item of this Policy apart from this clause shall be reduced by the application of any of the terms, exceptions and conditions of this Section, then Our liability under this clause in respect of any such item shall be reduced in like proportion;
4. the total amount recoverable under any item of this Policy shall not exceed the Sum Insured thereby.

#### **Reinstatement Value Conditions**

In the event of the Property being damaged, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site Property of the same kind or type but not superior to or more extensive than the insured Property when new;

provided that:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to Your requirements subject to Our liability not being thereby increased) must be commenced and carried out with reasonable despatch, otherwise no payment beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein shall be made;
2. until expenditure has been incurred by You in replacing or reinstating the Property, We will not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured Property had been damaged exceeds the Sum Insured thereon at the commencement of any damage to such Property by a defined peril, then You will be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Each item of this Section (if more than one) to which these conditions apply shall be separately subject to this provision;
4. these conditions shall be without force or effect if:
  - 4.1 You fails to intimate to Us within six (6) months of the date of damage, or such further time as We may in writing allow, Our intention to replace or reinstate the Property,
  - 4.2 You are unable or unwilling to replace or reinstate the Property on the same or another site.
  - 4.3 We will not be obliged to reinstate or repair the Property until You have made arrangements to Our satisfaction for payment of the rateable proportion of the loss.

## Temporary Removal

Except in so far as otherwise insured, landlords' fixtures and fittings are covered whilst temporarily removed to any other premises, including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi, provided that the amount payable under this clause shall not exceed that which would have been payable had the loss occurred on the premises from which the Property is temporarily removed.

## Tenants Clause

Our liability to You shall not be affected by any act or omission on the part of any tenant (other than the insured) without Your knowledge. You will, however, inform Us as soon as any such act or omission which is a contravention of any of the terms, exceptions or conditions of this Section comes to Your knowledge and will be responsible for any additional premium payable from the date We agree to accept the risk of the increased hazard in writing.

## SUB-SECTION B – RENT

### DEFINED EVENTS

#### 1. Loss of Rent Receivable from Tenants

Loss of rent as a result of the Property insured being so damaged by any of the perils specified in Sub-Section A as to be rendered un-tenantable (including partially un-tenantable), but only for the period necessary for reinstatement and for an amount not exceeding twenty five percent (25%) of the Sum Insured on the affected Property. The basis of calculation shall be the rent receivable (for an unfurnished dwelling) immediately preceding the damage.

#### 2. Owners Alternative Accommodation

In consequence of the Property being so damaged by any of the perils specified in Sub-Section A as to be rendered un-tenantable, We will indemnify You in respect of the reasonable cost of equivalent accommodation up to a limit of twenty five percent (25%) of the Sum Insured on the affected Property. The indemnity period shall be limited to the period necessary for the reinstatement of the Property. The insurance provided herein does not cover any loss which at the time of the happening of such loss is insured by or would, but for the existence of this Policy, be insured by any other policy except in respect of any excess beyond the amount which would have been payable under the Policy had this insurance not been effected.

### EXTENSION

#### Prevention of Access Extension

If property within a ten (10) km radius of the premises stated in the Schedule is lost or damaged by a peril defined in Sub-Section A during the Period of Insurance and this prevents or hinders the use of or access to the Property insured by this Section, We will pay any loss of rent You may incur as a result thereof up to an amount not exceeding twenty five percent (25%) of the Sum Insured on the affected property. The basis of calculation shall be the rent receivable (for an unfurnished dwelling) immediately preceding the damage.

## OPTIONAL EXTENSIONS

### **Subsidence and Landslip (Extended Cover)**

#### **If stated in the Schedule to apply**

1. This Section is extended to include loss of or damage to the Dwelling caused by subsidence or landslip of the land supporting the Dwelling or heave thereof **provided that** such loss or damage is not caused by or does not arise from:
  - 1.1 normal settlement, shrinkage or expansion of the Dwelling;
  - 1.2 alterations, additions or repairs to the Dwelling;
  - 1.3 the compaction of infill;
  - 1.4 defective or faulty design, materials or workmanship;
  - 1.5 excavations other than mining operations;
  - 1.6 removal or weakening of support to the Dwelling.
2. We will not be liable for:
  - 2.1 loss of or damage to septic or conservancy tanks, drains, water courses unless the Dwelling is damaged at the same time by the same event;
  - 2.2 consequential loss whatsoever;
  - 2.3 damage existing at commencement of cover.
  - 2.4 You will be responsible for the first five percent (5%) of the claim minimum five thousand Rand (R5 000) of each and every occurrence giving rise to a claim.
  - 2.5 If required You must provide proof that the loss or damage being claimed for was caused by subsidence, landslip or heave.

### **Subsidence and Landslip (Limited Cover)**

1. This Section is extended to include loss of or damage to the Dwelling caused by subsidence or landslip of the land supporting the Dwelling or heave thereof **provided that** such loss or damage is not caused by or does not arise from:
  - 1.1 normal settlement, shrinkage or expansion of the Dwelling;
  - 1.2 structural alterations, additions or repairs to the Dwelling;
  - 1.3 the compaction of infill;
  - 1.4 defective or faulty design, materials or workmanship;
  - 1.5 excavations other than mining operations;
  - 1.6 contraction and or expansion of soil, clay or similar types of soil or moist or damp;
  - 1.7 removal or weakening of support to the Dwelling.

2. We will not be liable for:
  - 2.1 loss of or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences, retaining and screening walls unless the Dwelling is damaged at the same time by the same event;
  - 2.2 loss of or damage to solid floor slabs or any part of the Dwelling resulting from the movement of such slabs unless the foundation supporting the external walls of the Dwelling are damaged by the same cause at the same time;
  - 2.3 consequential loss whatsoever;
  - 2.4 damage existing at commencement of cover.
3. We will not be liable for work necessary to prevent further loss or damage due to subsidence, landslip or heave except where appropriate design precautions were implemented during the original construction of the Dwelling and any subsequent additions thereto.
4. You will be responsible for the first two thousand five hundred Rand (R2 500) of each and every occurrence giving rise to a claim.
5. If required You must provide proof that the loss or damage being claimed for was caused by subsidence, landslip or heave.

## ALL RISKS SECTION 3

### DEFINITIONS

For this Section:

1. "You / Yours / Yourself" means the person in whose name this Policy is issued and his spouse and any member of Your immediate family normally residing with You.
2. "Insured Property" means:
  - 2.1 Unspecified property:
    - 2.1.1 clothing;
    - 2.1.2 personal effects normally worn or designed to be carried on or about the person;
    - 2.1.3 personal equipment normally worn or used by the person for participating in sporting activities.
  - 2.2 Specified property:

As more specifically described in the Schedule.

### INSURED EVENTS

#### 1. Indemnity to You

We will indemnify You for loss of or damage to the Insured Property by any cause not excluded occurring anywhere in the world provided that any temporary visit outside the territorial limits of the Republic of South Africa is for a period not exceeding six (6) months in any twelve (12) calendar-month Period of Insurance after which You will not be covered for any event that occurs outside the Republic of South Africa.

#### 2. Safe Deposit

If cover that is indicated against any item in the Specified All Risks section of the Schedule is noted as "Bank", insurance for such item is only valid while it is contained in a safe deposit at a bank.

### SPECIAL EXCLUSIONS

#### 1. Unspecified Property

**We will not be liable for:**

- 1.1 more than twenty percent (20%) of the Sum Insured in respect of Unspecified Property as stated in the Schedule per item subject to a maximum as stated in the Limit Section;

- 1.2 vehicle sound equipment, laptops, cassette tapes, cell phones or any hand-held electronic device or more than one compact disc (CD) or digital video disc (DVD);
- 1.3 sunglasses valued in excess of the amount stated in the Limit Section of the Schedule, contact lenses, stamp or coin collections, contents of caravans, or camping equipment;
- 1.4 property that is more specifically insured.

## **2. Specified and Unspecified Property**

### **We will not be liable for:**

- 2.1 any First Amount Payable stated in the Schedule;
- 2.2 loss or damage caused:
  - 2.2.1 by termites, insects, vermin, moths, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light;
  - 2.2.2 during any process of cleaning, dyeing or renovating;
  - 2.2.3 by confiscation, detention, delay or destruction arising from any process of law;
  - 2.2.4 by the bursting, rusting, corrosion or derangement of any firearm;
  - 2.2.5 by or attributable to defective design, specification, construction or material;
  - 2.2.6 by lack of maintenance;
- 2.3 chipping, scratching, denting or breakage of china or similar articles of a fragile nature;
- 2.4 motor cycles of any type including motor cycles, scooters, three-wheeled vehicles, quad bikes, trailers, caravans, hang-gliders, aircraft and water craft, including their fitted equipment and accessories;
- 2.5 Insured Property stolen from:
  - 2.5.1 any unattended vehicle;
  - 2.5.2 any vehicle stolen in its entirety;

unless the Insured Property was concealed in a locked boot or compartment forming part of a locked vehicle and We are able to see that there was forcible and violent entry to the vehicle.
- 2.6 money, credit cards, debit cards, phone cards, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, manuscripts, documents of any kind;
- 2.7 any pedal cycle, or any part of a pedal cycle if the whole cycle is not stolen, unless such pedal cycle is in a locked garage or securely locked to an immovable object;

- 2.8 cameras and photographic equipment used for professional purposes or for reward;
- 2.9 consequential loss or damage of whatsoever nature;
- 2.10 electrical or mechanical breakdown not accompanied by any other insured damage.

## **SPECIAL CONDITIONS**

### **1. Pairs or Sets**

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

### **2. Jewellery Safe Clause**

Any item of jewellery gold, silver, platinum, precious or semi-precious stones or watches that have a value greater than the amount shown in the Limit Section must be kept in a securely locked safe whenever the premises are unoccupied. We will not pay any amount that exceeds the amount stated in the Limit Section for loss or damage to any such jewellery that is not kept in a securely locked safe when the premises are unoccupied.

### **3. Valuation Certificate**

No article of jewellery, gold, silver, platinum, precious or semi-precious stones or watches shall be deemed to be valued at more than the amount stated in the Limit Section unless You provide Us with a valuation certificate from a registered jeweller or registered valuator.

### **4. Contents of Caravan**

#### **If stated in the Schedule to apply**

If the contents of a caravan are specified in the Schedule the following terms and conditions apply to such contents:

#### **4.1 Definition:**

Property Insured means household goods that belong to You or are Your responsibility, while in the caravan or attached side tent.

#### **4.2 Indemnity to You:**

If the Property Insured is accidentally lost or damaged We will pay for or may choose to repair or replace it. The amount payable will be the current replacement cost.

If at the time of the loss or damage the cost of replacing the Property Insured as new is greater than the Sum Insured stated in the Schedule for this Special Condition, You will be Your own insurer for the difference and will bear a proportionate share of the loss or damage.

# PERSONAL COMPUTERS SECTION 4

## DEFINITIONS

For this Section:

1. "You / Your / Yourself means the person(s) in whose name this Policy is issued and Your spouse and any member of Your immediate family normally residing with You and who is financially dependent on You.
2. "Insured Property" means Your computer, including its keyboard, monitor and peripherals used in a personal capacity and not for business purposes other than for home industry or professional home use.

## INSURED EVENTS

### 1. Material Damage

We will indemnify You for physical loss of or damage to the Insured Property described in the Schedule from any cause not excluded;

**but excluding:**

- 1.1 loss or damage provided for under any maintenance or lease agreement;
- 1.2 any loss resulting from theft from any building in which You are employed unless We can see the physical damage to any portion of that building caused by the theft;
- 1.3 any loss resulting from theft from any vehicle while the vehicle is left unattended, except theft from the locked boot or locked compartment as a result of forcible and violent opening of such vehicle;
- 1.4 loss or damage caused:
  - 1.4.1 by wear and tear or gradually developing causes, development of poor contacts or scratching of paint or polished surfaces;
  - 1.4.2 during any process of cleaning, maintenance or upgrading;
  - 1.4.3 by any type of virus or similar destructive media;
- 1.5 parts that have a short life, but if such parts are damaged as a result of an accident as provided for by this Policy to other parts of the Insured Property, We will indemnify You for such parts;
- 1.6 loss of use of the Insured Property or other consequential loss, damage or liability of any nature whatsoever other than losses specifically provided for herein.

### 2. Recompilation of Data

We will indemnify You for all costs and expenses necessarily incurred in the recompilation of data and or programmes recorded on data-carrying media that is lost as a result of accidental erasure provided that such costs and expenses are:

- 2.1 not caused by programme errors, viruses, incorrect entry or the inadvertent cancellation or corruption of data;
- 2.2 subject to the limit stated in the Limit Section of the Schedule for any occurrence or series of occurrences arising out of one event.

### **3. Basis of Indemnification**

We will indemnify You for insured losses on the following basis:

- 3.1 if the Insured Property 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 any custom duties applicable;
- 3.2 if the Insured Property or part thereof is totally lost or destroyed, We will pay the current new replacement cost including tax and any custom duties applicable;

provided that:

- 3.2.1 if You are unwilling or unable to replace the Insured Property or fail to replace it within six (6) months of the date of loss or damage the amount payable will be the market value of the Insured Property immediately before the loss or damage;
- 3.2.2 We will not indemnify You for more than the Sum Insured stated in the Schedule;
- 3.2.3 You are responsible for the First Amount Payable as stated in the Schedule.

### **4. Incompatibility Cover**

#### **If stated in the Schedule to apply**

We will indemnify You for costs incurred in respect of:

- 4.1 modifications or alterations to the Insured Property that are directly consequent upon loss or damage covered by Insured Event 1 of this Section to ensure the operating integrity of the computer;
- 4.2 replacement of legal programmes to achieve compatibility with the modified or altered computer, provided that such programmes have been listed herein as insured programmes and a replacement value declared therefore;
- 4.3 the restoration of previously captured data that has become inaccessible due to the modifications to or alterations of the computer or in consequence of the replacement or upgrading of legal programmes;

provided always that:

- 4.4 the costs allowed for in 4.1, 4.2 and 4.3 above are necessarily and reasonably incurred to maintain normal working conditions;
- 4.5 such additional costs are incurred as a direct consequence of loss or damage covered in terms of Insured Events 1 and 2 of this Section;
- 4.6 the cover afforded hereunder shall be restricted to:
  - 4.6.1 parts or components of the computer system that are not covered by Insured Event 1;
  - 4.6.2 programmes or data reinstated and not covered under Insured Event 2;
- 4.7 the amount paid hereunder shall not exceed the amount stated in the Limit Section of the Schedule.

# MOTOR SECTION 5

## DEFINITIONS

For this Section:

1. "You / Your / Yours / Yourself" means the person in whose name this Policy is issued and Your spouse and any member of Your immediate family normally residing with You and who is financially dependent on You.
2. "Vehicle" means:
  - 2.1 a private motor car, kombi, microbus or similar vehicle, designed or adapted for the transportation of not more than twelve (12) people including the driver;
  - 2.2 a station wagon, motorised caravan, 4x4 vehicle, 4x2 vehicle or light delivery vehicle, none of which exceeds three thousand five hundred (3 500) kilograms in gross vehicle mass;
  - 2.3 a motorcycle, scooter, three-wheeled vehicle;
  - 2.4 a trailer or caravan, which is not self-propelled, and which is designed or adapted for towing by a Vehicle described in 2.1 or 2.2 above;
  - 2.5 any Vehicle whilst it is hired, leased or temporarily used by You as a replacement for an insured Vehicle that is out of use for the purpose of overhaul, upkeep and / or repair by the motor trade provided that our maximum liability in respect of the replacement Vehicle shall not exceed the limit of indemnity of the replaced Vehicle as stated in the Schedule;

that is shown in the Schedule, including all parts and accessories attached to the Vehicle at the time of any accident or Insured Event and being Your property.

## DESCRIPTION OF USE

Unless otherwise specified in the Schedule the definitions of use are as follows:

### Use A

Where the use for any Vehicle is shown in the Schedule as **Private and Professional Use (Use A)** the Vehicle may only be used for social, domestic, pleasure purposes including travelling between Your place of residence and permanent place of business, and used less than eight (8) times in any calendar month in connection with Your profession but **excluding** business purposes, commercial travelling, hiring, carriage of passengers for hire, carriage of fare-paying passengers, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.

### Use B

Where the use for any Vehicle is shown in the Schedule as **Business Use (Use B)** the Vehicle may only be used for social domestic, pleasure, business and professional purposes including commercial travelling but **excluding** hiring, carriage of passengers for hire, carriage of fare-

paying passengers, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.

The term "motor trade" does not include periods when the Vehicle is in the custody or control of any member of the motor trade and used only for its maintenance or repair.

We will not be liable for any use connected with the carrying of explosives or other hazardous goods including but not limited to nitro-glycerine or dynamite, the transportation of chemicals or compressed gasses or gasses in liquid form, the transportation of hazardous waste, the transportation of liquid petroleum, or the delivery of commercial freight.

## **COVER PROVIDED - COMPREHENSIVE**

### **1. Indemnity**

If the Vehicle is lost or damaged We will at Our option indemnify You by:

- 1.1 paying for its repair by a repairer acceptable to Us or for its replacement, up to its value as stated in the Schedule or the retail value of the Vehicle as described in the Auto Dealers Guide or Commercial Vehicle Guide published by TransUnion Auto Information (Pty) Ltd at the time of the loss or damage, or the Sum Insured stated in the Schedule, whichever is the lesser, less the First Amount Payable stated in the Schedule and less any amount that You are entitled to claim under any dual insurance and any betterment or depreciation;

provided that:

- 1.2 We must approve the repairs in writing before they are made;
- 1.3 if any part of the Vehicle is not available and this delays the repairs, We will not compensate You for the inconvenience or loss or liability that may arise as result of the delay;
- 1.4 any Vehicle accessory or any Vehicle sound equipment that is not standard and factory-fitted will only be covered if noted specifically in the Schedule.

### **2. Replacement of New Vehicles**

If You are the first registered owner of a new Vehicle and within twelve (12) months and before its has registered thirty thousand (30 000) kilometres it is:

- 2.1 stolen and / or hijacked and not recovered and physically returned to Us; or
- 2.2 damaged and the assessed cost of repairs exceeds seventy percent (70%) of the current new retail price including Value Added Tax (VAT) as assessed by a motor assessor appointed by Us;

the maximum amount payable by Us will be the New List Price, as stated in the current issue of the Auto Dealers Digest or Commercial Vehicle Guide, of a Vehicle of the same or a similar model, or the value shown in the Schedule whichever is the lower, less the First Amount Payable.

### **3. Sound Equipment**

We will indemnify You for any standard factory-fitted sound equipment, or for any other sound equipment that is permanently fitted to the insured Vehicle and its value is included in the value of the Vehicle stated in the Schedule, if it is stolen or damaged;

provided that:

- 3.1 any sound equipment that is not standard and factory-fitted is limited to five percent (5%) of the retail value of the Vehicle up to a maximum as stated in the Limit Section;
- 3.2 We are able to see that the theft was caused by forcible and violent entry, or attempted entry, into the Vehicle and that We may decide whether to repair or replace the sound equipment or pay cash;
- 3.3 You pay the First Amount Payable of five hundred Rand (R500) and that Your No Claim Bonus will be reduced accordingly.

#### **4. Protection Removal and Repair**

If insured loss or damage occurs:

- 4.1 We will pay the reasonable cost of protection and removal of the Vehicle to the nearest repairer;
- 4.2 You may authorise emergency repairs to the Vehicle up to the amount stated in the Limit Section of the Schedule without Our consent.

#### **5. Window Glass**

If any window glass fitted to the Vehicle is damaged or broken We will indemnify You, less the First Amount Payable in respect of window glass and Your No Claim Bonus will not be affected.

#### **6. Medical Benefit**

If any occupant of the Vehicle sustains bodily injury as a direct result of loss of or damage to the Vehicle We will pay the medical benefit stated in the Limit Section of the Schedule for each injured occupant.

#### **7. Keys Locks and Remote Controls**

We will indemnify You for the reasonable costs incurred by You to replace damaged or lost keys, locks and remote controls of the Vehicle up to the amount stated in the Limit Section of the Schedule.

#### **8. Emergency Hotel Expenses**

In the event of loss or damage to the Vehicle We will pay emergency hotel expenses necessarily incurred by You up to the amount stated in the Limit Section of the Schedule per person per day for up to two (2) days, subject to the maximum benefit stated in the Limit Section of the Schedule for any twelve (12) month Period of Insurance subject to the loss or damage occurring not less than one hundred (100) kilometres from Your residence.

#### **9. Vehicle Sharing**

Acceptance of payment for giving lifts to passengers as part of a vehicle-sharing agreement for social purposes or commuting will not be regarded as excluded under the Description of Use conditions, provided that:

- 9.1 the passengers are not being carried in the course of a passenger-carrying business;

9.2 the total payment for any such journey does not involve any element of profit.

#### **10. Trauma Counselling**

If You are a victim of a violent act of theft, attempted theft, hold-up or hijacking that is directly connected to such illegal taking, or attempted illegal taking, of the insured Vehicle which necessitates professional counselling, We will pay the benefit stated in the Limit Section of the Schedule for any one claim.

#### **11. Towing Extension**

We will indemnify You in terms of Clause 14 Liability to Third Parties in respect of Your liability in connection with the use of any Vehicle described in the Schedule for the purpose of towing any Vehicle or trailer;

provided always that:

- 11.1 such Vehicle or trailer is not towed for reward;
- 11.2 We will not be liable in terms this Extension for any damage to the towed Vehicle or trailer or to property conveyed in or on such Vehicle or trailer.

#### **12. Breakdown Tow-in Costs**

If any Vehicle specified in the Schedule that is insured on a comprehensive basis is disabled due to mechanical or electrical breakdown We will pay the reasonable costs of protection and removal of such Vehicle to the nearest repairers up to the amount stated in the Limit Section of the Schedule during any period of twelve (12) consecutive calendar months. Your No Claim Bonus will not be affected by a claim under this Extension.

#### **13. Emergency Charges**

If any public authority empowered to do so shall charge You with emergency costs relating to any event in respect of which a claim is payable or would be payable but for any First Amount Payable, such costs shall be deemed to be damage to the insured Vehicle and shall be payable in addition to any other payment for which We may be liable in terms of this Section provided always that Our liability under this Extension shall not exceed the amount stated in the Limit Section of the Schedule in respect of any one event or series of events with one original cause or source.

#### **14. Liability to Third Parties**

We will indemnify You against Your legal liability to a third party up to the Limit of Liability stated in the Limit Section of the Schedule, or the amount stated in the Schedule, whichever is the lesser, for the payment of damages, legal costs and other expenses incurred with Our consent for:

- 14.1 death of or bodily injury to any person;
- 14.2 damage to property;
- 14.3 fire or explosion;

as a result of an accident caused by or in connection with a Vehicle, or trailer or caravan attached to it, as specified in the Schedule but not exceeding the Limit of Liability stated in the Limit Section of the Schedule;

provided that the Limit of Liability in respect of any accident caused by or in connection with an insured motorcycle, scooter or three-wheeled vehicle shall not exceed any special Limit of Liability that may be stated in the Limit Section of the Schedule.

We will also indemnify any person You have allowed to use the Vehicle subject to the terms, exclusions, warranties and conditions of this Policy:

provided that such person:

- 14.4 has to Your knowledge never been refused insurance or any continuance thereof;
- 14.5 is not entitled to compensation under any other policy;
- 14.6 complies with the terms of this Policy as far as they can apply.

## **12. Special Extension to Liability**

### **If stated in the Schedule to apply and the additional premium has been received by Us**

Cover in respect of Your legal liability to third parties arising as a result of the use and / or ownership of the insured Vehicle is extended to indemnify any organisation of which You are a director, a partner, a member of a close corporation, or a sole proprietor;

provided that:

- 12.1 such organisation is not involved in the hiring of Vehicles or the carriage of passengers for hire or the carriage of fare-paying passengers;
- 12.2 We shall not be liable for loss or damage that is insured by, or would, but for the existence of this extension, be insured by any other policy in force at the time of the event and provided that the Vehicle is being used in accordance with the Description of Use stated in the Schedule.

## **SPECIAL EXCLUSIONS**

### **1. Special Exclusions relating to the Vehicle**

#### **We will not be liable for:**

- 1.1 damage to the engine or tyres unless some other part of the Vehicle is damaged at the same time or damage to the suspension by potholes or uneven roads or surfaces;
- 1.2 depreciation, wear and tear, gradually operating causes, mechanical, electrical or electronic breakdown, failure or breakage;
- 1.3 theft of spares or accessories of the insured Vehicle unless the Vehicle is stolen at the same time;
- 1.4 loss or damage caused by or attributable to the un-roadworthy condition of, or lack of maintenance to, the insured Vehicle;
- 1.5 loss or damage caused by or attributable to defective design, specification, construction or material;
- 1.6 loss of or damage resulting from the scratching, biting, chewing, tearing or soiling by domestic pets.

## **2. Special Exclusions relating to Liability to Third Parties**

### **We will not be liable for:**

- 2.1 death of or bodily injury to:
  - 2.1.1 a member of Your family normally resident with You;
  - 2.1.2 any person being carried in or on a part of the Vehicle not designed for the carriage of passengers;
  - 2.1.3 any person carried in a trailer or caravan referred to in 11.1 of this Section under the heading Liability to Third Parties, or carried on the pillion of any motor cycle, scooter or three-wheeled vehicle;
  - 2.1.4 any person getting in, on, onto, off or out of the insured Vehicle if the Vehicle is a motor cycle, scooter, three-wheeled vehicle;
  - 2.1.5 an employee, other than domestic staff, of Yours or Your family who is killed or injured in the course of such employment;
  - 2.1.6 any person who has the right to claim from the Road Accident Fund 56 of 1996, or a similar statute in force within the Territorial Limits, for the amount recoverable from such fund or statute, regardless of whether the applicable legislative fund is able or capable of providing compensation;
- 2.2 damage to property:
  - 2.2.1 belonging to or held in trust by or in the custody of You or Your family;
  - 2.2.2 being carried in or on the insured Vehicle or any trailer or caravan attached to the Vehicle.

## **3. Special Exclusions relating to the Whole Motor Section**

### **We will not be liable:**

- 3.1 while the insured Vehicle is being used:
  - 3.1.1 by any person other than a fully-licensed driver, or alternatively a person who has a learners licence but is not complying with legislation regarding learners at the time of the loss or damage;
  - 3.1.2 by any person who is in possession of a licence that has been endorsed or cancelled, whether the endorsement or cancellation is on the licence or with the authorities, or has been convicted of negligent or reckless driving within a period of three (3) years prior to the date of the accident;
  - 3.1.3 otherwise than in accordance with the Description of Use stated in the Schedule;
  - 3.1.4 in a condition that does not comply with the provisions and regulations of the National Road Traffic Act 93 of 1996 of the Republic of South Africa or any similar legislation that applies within the Territorial Limits;
- 3.2 whilst an insured Vehicle is:
  - 3.2.1 being transported by sea between ports within the Territorial Limits;

3.2.2 caused whilst an insured Vehicle is being driven within an aviation apron or runway;

3.2.3 caused whilst an insured Vehicle is in the underground workings of any mine;

We will not be liable for any consequential loss or damage of whatsoever nature.

## **SPECIAL CONDITIONS**

### **1. Vehicle Security**

1.1 If We specify that a particular type of security system must be installed to any insured Vehicle stated in the Schedule for You to qualify for theft cover in terms of this Section the onus rests on You, in the event of theft of any such insured Vehicle, to prove that the security system was installed, engaged and operational;

1.2 If We specify that any tracking device must be installed in an insured Vehicle, You must ensure that the insured Vehicle is linked to the tracking services at all times and that the insured Vehicle is operational and armed at all times;

1.3 We shall not be liable for any loss or damage arising from the theft of any insured Vehicle if You fail to comply with the relevant provisions of 1.1 or 1.2 of this Section under the heading 1. Vehicle Security, in respect of such insured Vehicle.

### **2. Drivers Licence**

You must give Us proof that the driver of any Vehicle was in possession of a valid driver's licence in terms of the National Road Traffic Act 93 of 1996, or any replacement or similar applicable statute, or alternatively that the driver was in possession of a learners-driver's licence and was complying with the laws relating to learner drivers, at the time of the occurrence giving rise to any claim.

### **3. Traffic Offences**

You must notify Us in writing immediately You know of:

3.1 the endorsement, suspension or cancellation of any driving licence issued to You or Your authorised driver;

3.2 any driver of the Vehicle being charged or convicted of reckless, negligent or inconsiderate driving or driving under the influence of alcohol or of driving whilst his blood alcohol concentration exceeds the legal limit or failing a breathalyser test.

### **4. Driving while Under the Influence**

There is no cover for loss damage injury or liability that arises:

4.1 while You drive or tow the Vehicle under the influence of intoxicating liquor or drugs or Your blood alcohol concentration exceeds the legal limit or You fail a breathalyser test;

4.2 while any other person drives or tows the Vehicle with Your express or implied permission, and is, to Your knowledge, under the influence of intoxicating liquor

or drugs or their blood alcohol concentration exceeds the legal limit or such person fails a breathalyser test.

#### **5. Care of Vehicle**

You must take all reasonable steps to protect and maintain the Vehicle in accordance with the roadworthy requirements of any legislation applicable within the Territorial Limits. We must be given access to the Vehicle to examine it or any part of it at any time.

#### **6. Parts not Available**

If a part necessary for the repair of the insured Vehicle is not available in the Republic of South Africa as a standard (ready-made) part, We will pay an amount equal to the value of that part at the time of the loss or damage. The amount includes the reasonable cost to transport the part (excluding air transport).

#### **7. Rights of Others**

The provision of cover for persons other than You does not give them the right to claim. You may claim for them and Your receipt will discharge Us.

#### **8. Recoveries from Third Parties**

You may not withdraw any charge against anyone who uses the insured Vehicle without Your knowledge or consent and You must lay a criminal charge against them with the Police within forty eight (48) hours of such unlawful use.

#### **9. Indemnity to Others**

If more than one person is entitled to indemnity by this Section any limitation applies to the total amount of indemnity and You will be given priority.

#### **10. Territorial Limits Outside South Africa**

If an insured Vehicle is lost or damaged within the Territorial Limits of this Policy as described in General Condition 13 but outside the territorial limits of the Republic of South Africa, the following conditions shall apply, without exception:

- 10.1 if it is recommended or required that the driver of the insured Vehicle effects separate third party liability insurance specific to the country concerned, then We will not indemnify You for any legal liability that You may incur through the use or possession of the insured Vehicle whilst in the country concerned;

provided that:

We will consider affording You indemnity for amounts in excess of the particular third party liability insurance recommended or required, or for amounts not recoverable from the specific third party legal liability insurance. However whatever third party legal liability is involved We will only consider indemnifying You in terms of the laws applicable in the Republic of South Africa;

- 10.2 if the insured Vehicle is damaged due to any loss or accident We shall have the right to decide whether to indemnify You for the costs and expenses for transporting it to the nearest repairer in the Republic of South Africa or to pay for the costs of any repairs undertaken by a repairer situated outside the Republic of South Africa which is acceptable to Us.

## OPTIONAL EXTENSIONS

### 1. Credit Shortfall Clause

#### If selected and stated in the Schedule to apply

If any comprehensively-insured Vehicle that is financed through a registered financial institution is:

- 1.1 stolen and not recovered; or
- 1.2 damaged and uneconomical to repair;

We will pay the outstanding finance charges, up to the amount stated in the Limit Section, excluding any residual amount recorded in the finance agreement, calculated to the month in which the claim is settled;

less:

- 1.3 any arrears or instalments or rentals including interest thereon;
- 1.4 all refunds of premiums for cancellation of insurance cover relating to the insured Vehicle;
- 1.5 all other refunds or recoveries obtainable;
- 1.6 all amounts paid in advance of when due;

provided that We will only pay the retail value of the Vehicle plus the credit shortfall amount but never any amount exceeding the maximum value (including the credit shortfall) as stated in the Schedule, less the First Amount Payable stated in the Schedule.

### 2. Car Hire Extension Clause

#### If stated in the Schedule to apply

If You claim for theft of or an accident causing damage to the insured Vehicle We will pay for the hiring of another Vehicle;

provided that:

- 2.1 We arrange for the hire of the Vehicle;
- 2.2 the engine capacity of the hired Vehicle will not exceed 1 600 cubic centimeters;
- 2.3 the hire is on an unlimited mileage basis but will exclude the cost of fuel and / or lubricants and / or maintenance;
- 2.4 if the Vehicle has been stolen the hire period shall;
  - 2.4.1 start within thirty (30) days after the theft; and
  - 2.4.2 end on the day after possession by You of Your insured Vehicle following repairs caused by the theft have been effected or thirty (30) days after the start of the period of hire, whichever comes first;

- 2.5 if the Vehicle has been damaged in an accident the hire period shall:
- 2.5.1 start within ten (10) days after the date of the accident; and
  - 2.5.2 end on the day following possession of the Vehicle after any repairs necessary due to the accident have been effected or after twenty eight (28) days of the hire period or on the day on which You take delivery of a Vehicle that replaces the Vehicle that was insured, whichever comes first;
- 2.6 You have complied with all provisions of this Policy;
- 2.7 if You have claimed for damage to the hired Vehicle You must pay the amount stated in the First Amount Payable Section towards any repairs that may be necessary.

## **REDUCED COVER OPTIONS**

### **If stated in the Schedule to apply to a particular Vehicle**

#### **1. Balance of Third Party**

Where the cover granted as stated in the Schedule of this Section is for the balance of third party cover, then the only cover provided shall be in terms of Insured Event 14. Liability to Third Parties and We shall not pay any extension to cover.

#### **2. Balance of Thirty Party Fire and Theft**

Where the cover granted as stated on the Schedule of this Section is for third party, fire and theft cover, then cover provided in terms of Insured Event 1. Indemnity to You shall be limited to loss or damage to the insured Vehicle as a direct result of fire and theft only less the First Amount Payable and the following extensions described in this Section are deleted:

- 1.1 loss of or damage to the insured Vehicle;
- 3 sound equipment;
- 4 protection and repair;
- 5 window glass damage;
- 6 medical benefit;
- 7 keys, locks and remote controls;
- 8 emergency hotel expenses;
- 9 trauma counselling;
- 12 breakdown tow-in costs;
- 1 Optional Extensions - credit shortfall;
- 2 Optional Extensions - car hire.

# PERSONAL LIABILITY SECTION 6

## DEFINITION

For this Section:

“You / Your/ Yours/ Yourself” means the person(s) in whose name this Policy is issued and Your spouse and any member of Your immediate family normally residing with You.

## COVER PROVIDED

### 1. Indemnity to You:

If You become legally liable to pay compensation for accidental death, bodily injury or illness or accidental loss or damage to property occurring during the Period of Insurance We will indemnify You up to the amount stated in the Schedule for any one accident or series of accidents arising out of one event including (to the extent that such liability is not indemnifiable in terms of another insurance policy) costs and expenses recoverable by any claimant from You and incurred with Our written consent or that You incur with Our consent.

### 2. Security Companies

- 2.1 We will compensate You for claims arising from the ownership possession or use of any electrified fence;
- 2.2 We will compensate You for Your legal liability arising out of a deed of indemnification or similar undertaking to any person who is a member of a registered security company and who has contracted with You to provide You with security services (referred to below as the Deed);

provided that:

- 2.2.1 both the Deed and the contract for the provision of such security services are in writing and dated prior to the events giving rise to a claim being made against You in terms of the Deed;
- 2.2.2 the event or events giving rise to the claim against You in terms of the Deed occur on or in the immediate vicinity of the Dwelling situated at the address stated in the Schedule.

### 3. Tenants Liability

If You become legally liable as a tenant and not as a owner for:

- 3.1 accidental damage to the building of a Dwelling and its Outbuildings (including fixtures and fittings) caused by an Insured Event specified under the Household Contents Section;
- 3.2 accidental damage to fixed sanitary ware or fixed glass;
- 3.3 accidental damage to water, gas, sewerage, electricity or telephone connections to the Dwelling or Outbuildings;

- 3.4 accidental death or bodily injury of or loss or damage to property of domestic employees arising out of their employment duties (this extension shall override exclusions 2.7 and 3.1 in respect of domestic employees only);

We will indemnify You up to the amount stated in the Limit Section of the Schedule in respect of any accident or series of accidents arising out of one event.

#### **4. Property Owners' Liability**

If You become legally liable as the owner and not tenant for:

- 4.1 accidental loss or damage caused by an Insured Event specified under the Buildings Section;
- 4.2 accidental death, bodily injury, loss or damage arising directly out of Your ownership of the Dwelling specified under the Building All Risks Section;

We will indemnify You up to the amount stated in the Limit Section of the Schedule per accident or series of accidents arising from one event.

#### **5. Wrongful Arrest**

We will indemnify You for all sums that You are legally liable to pay for compensation or damages in respect of wrongful arrest or alleged wrongful arrest by You of any person other than:

- 5.1 a person under a contract of service or apprenticeship with You; or
- 5.2 a member of Your family or household;

which arises out of Your activities as a member of a neighbourhood watch or a block-watch group or of a similar voluntary non-profit organisation;

provided that:

the amount payable for all compensation and damages and all costs and expenses litigation and all other costs and expenses will not exceed the amount stated in the Limit Section of the Schedule in respect of all death, injury, illness, loss and damage sustained during any twelve (12) month Period of Insurance.

#### **6. Hole-in-One (Golf)**

If You, or any member of Your family, score a Hole-in-One whilst playing golf according to the rules of the game, We will compensate You up to the amount stated in the Limit Section of the Schedule per event on receipt of written confirmation by the secretary of the relevant Golf Club.

#### **7. Full House (Bowls)**

If You are part of a rink (team of four) which, playing as amateurs, scores a full house (that is, all eight bowls to count) in a game of bowls in any competition played in terms of the rules of the South African Bowling Association at any recognised bowling club, We will compensate You up to the amount stated in the Limit Section per event on receipt of written confirmation by the secretary of the Bowling Club.

## OPTIONAL EXTENSION

### 1. Business Liability

#### If stated in the Schedule to apply

Exclusion 2.1 shall not apply if You have paid to Us the additional premium We require but this Extension is subject to the following:

- 1.1 We will not indemnify You for:
  - 1.1.1 that part of any property on which You are or have been working on if such damage results from such work;
  - 1.1.2 any contract for the performance of work outside the Republic of South Africa;
  - 1.1.3 loss or damage caused by or through or in connection with any advice or treatment given or administered by You or under Your direction;
  - 1.1.4 loss or damage caused by or through or in connection with goods or products including containers, labels and instructions sold or supplied by You;
  - 1.1.5 damage caused by vibration or by the removal or weakening of or interference with the support to any land, building or other structure;
  - 1.1.6 any event that could result in a claim in terms of this Section that You have not notified to Us and We have accepted in writing Your notification as an event that could result in a claim in terms of this Extension;
  - 1.1.7 loss of or damage arising out of any activities directly related to any educational activity for and on behalf of an educational concern.
- 1.2 In addition this Extension includes Your legal liability to third parties arising out of the actions of Your employees whilst undertaking hand deliveries or hand collections directly related to Your business activities at Your client's premises.

## SPECIAL EXCLUSIONS

### We will not be liable for:

1. liability:
  - 1.1 for any judgment, award, payment or settlement made within a country that operates under the laws of the United States of America or Canada or is subject to any order that is made anywhere in the world to enforce such judgment, award, payment or settlement or part thereof unless such would be enforceable in terms of a competent court within the Republic of South Africa;
  - 1.2 accepted by agreement which would not have attached in the absence of the agreement;
  - 1.3 for any punitive fines, fines, penalties or exemplary damages;

- 1.4 for the cost of cleaning up, removing, nullifying or reinstating property lost or damaged by seepage, pollution or contamination.

## **2. liability arising out of:**

- 2.1 Your employment, business or profession;
- 2.2 the ownership of land or buildings other than buildings insured under the Building All Risks Section of this Policy and land upon which they are situated provided the land is used for residential purposes;
- 2.3 the letting or hiring out of any movable or immovable property or part thereof for a fee, reward or other consideration;
- 2.4 the ownership, possession or use of any type of motor vehicle or any aircraft or water craft (other than model aircraft, surfboard or paddle-ski) owned by or in the custody of Yourself or Your domestic staff, unless otherwise stated in the Schedule;
- 2.5 Your dishonest, fraudulent or malicious acts or physical assault committed by You;
- 2.6 the reckless disregard by You of the possible consequences of Your acts or omissions;
- 2.7 death of or bodily injury to You or a member of Your family, or any employee arising out of their employment.

## **3. liability for loss of or damage:**

- 3.1 to property belonging to You or Your family or Your employee or property in Your custody and control;
- 3.2 to property in the custody or control of Your directors, members, trustees or beneficiaries or members of their families normally resident with them if You are a company, close corporation or trust;
- 3.3 to property to the extent that such liability is indemnifiable under any other insurance policy.

## **SPECIAL CONDITIONS**

1. No admission, offer, promise or payment in relation to a claim under this Section may be made or given by or on Your behalf without Our written consent. You shall take all reasonable steps to ensure that You comply with this condition and co-operate with Us in the defence and settlement of any claim which is indemnifiable by this Section, and in the exercise of any subrogation rights;
2. We may in the case of any occurrence pay to You the maximum indemnity limit (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and We shall thereafter be under no further liability in respect of such occurrence;

3. payments made by Us in respect of any claim under this Section shall be payable in the Republic of South Africa in the currency of the Republic of South Africa;
4. While the Dwelling or Outbuildings are being structurally altered, cover provided by this Section will not apply to loss, destruction, damage or liability arising directly or indirectly from such structural alteration.

# PERSONAL ACCIDENT SECTION 7

## DEFINITIONS

For this Section:

1. "You / Your / Yours / Yourself" means:

- 1.1 the insured in whose name this Policy is issued;
- 1.2 the insured person named in the Schedule

## COVER PROVIDED

### 1. Payment of Compensation

If You sustain bodily injury directly as a result of violent, accidental, external and visible means We will in respect of such injury pay to You (or in the event of Your death to Your legal representatives or Your estate) the sum stated in the Schedule if such injury shall be the sole and direct cause of death or disablement within twenty-four (24) months of the date of the accident or incur expenses as described below.

### 2. Compensation

<u>Accident resulting in</u>	<u>Compensation</u>
2.1 Death	the amount stated in the Schedule of this Section
2.2. Permanent disablement	the percentage of the amount stated in the Schedule in this Section in accordance with the following Table of Permanent Disablements
2.3 Medical benefit	up to the limit stated in the Schedule.

### 3. Permanent Disablement Table

<u>Compensation</u>	<u>Percentage</u>
3.1 Total and permanent disablement from following any employment or occupation	100
3.2 Total and permanent loss of both hands or feet or one hand and one foot	100
3.3 Total and permanent loss of all sight in one eye and total and permanent loss of one hand or one foot	100
3.4 Total and permanent loss of all sight in both eyes	100
3.5 Total and permanent loss of all sight in one eye	100
3.6 Total and permanent loss of hearing or speech	80

3.7	Total and permanent loss of hearing in one ear	20
3.8	Total and permanent loss of one hand	50
3.9	Total and permanent loss of arm from shoulder	75
3.10	Total and permanent loss of forearm	65
3.11	Total and permanent loss of one foot	50
3.12	Total and permanent loss of thigh	75
3.13	Total and permanent loss of leg at or below knee	65
3.14	Total and permanent loss of thumb (both phalanxes)	25
3.15	Total and permanent loss of thumb (one phalanx)	10
3.16	Total and permanent loss of index finger (three phalanxes)	10
3.17	Total and permanent loss of index finger (two phalanxes)	8
3.18	Total and permanent loss of index finger (one phalanx)	4
3.19	Total and permanent loss of finger other than thumb or index finger	5
3.20	Total and permanent loss of great toe	5
3.21	Total and permanent loss of any other toe	1
3.22	Any permanent partial disablement not specified above other than loss of sense of taste or smell.	a proportion assessed by Us as in the opinion of Our appointed medical advisers is not inconsistent with the above without regard to Your occupation.

## EXTENSIONS TO COVER

### 1. Territorial Limits

The cover for this Section is worldwide.

### 2. Disappearance

If, after one year of the date of the disappearance and provided that We have examined all of the evidence accepted by a court of law and have no reason to suppose that an incident other than an accident has occurred, Your disappearance shall be considered to constitute a claim. If at any time after payment has been made by Us in settlement of the claim You are found to be living, any sums We have paid in settlement of the claim shall be refunded to Us.

### 3. Exposure

We will pay the compensation if You have an accident or if the conveyance in or on which You are travelling has an accident and as a result You are injured by starvation, thirst or exposure to the elements.

#### **4. Funeral Benefit**

In the event of an accident giving rise to a death claim We will pay to Your estate the benefit stated in the Limit Section of the Schedule as a contribution towards funeral expenses.

#### **5. Trauma**

We will pay the benefit stated in the Limit Section of the Schedule if You are the victim of a violent act of theft, hold-up, hijacking or unlawful assault which necessitates professional counselling.

### **SPECIAL EXCLUSIONS**

#### **We will not be liable for:**

**1.** any claim resulting from Your participation in:

- 1.1 parachuting, skydiving, bungi-jumping, bridge jumping, hang-gliding, paragliding, polo, steeple-chasing, rugby, sports of any kind on ice or snow, ice hockey, wrestling, martial arts, scuba diving, or water skiing;
- 1.2 speed or endurance tests or racing (other than on foot);
- 1.3 flying other than as a passenger in a licensed passenger-carrying aircraft piloted by a duly qualified person;
- 1.4 big game hunting or mountaineering where the use of ropes or a guide is necessary;

**2.** any claim in respect of any person who is participating:

- 2.1 as a member of the armed forces;
- 2.2 as a crewman on ships or off-shore drill rigs;
- 2.3 in underground mining or tunnelling or the manufacture of ammunition or refining of petroleum;

**3.** any claim in respect of:

- 3.1 any professional sports person;
- 3.2 any person who is under fifteen (15) or over seventy (70) years of age;

**4.** Your suicide, attempted suicide or intentional self-injury;

**5.** any claim in any way caused or contributed to by nuclear reaction, nuclear radiation or radio-active contamination.

## **SPECIAL CONDITIONS**

- 1.** On the happening of any occurrence for which compensation is due You must employ the services of a registered medical practitioner and undergo the treatment the practitioner deems necessary;
- 2.** You must submit to medical examination at Our expense as often as We require;
- 3.** You shall give notice to Us:
  - 3.1 of any physical infirmity which, to Your knowledge, affects You;
  - 3.2 immediately of any change to a more hazardous occupation of Yourself;
- 4.** In the event of Your death We will be entitled to have a post-mortem examination undertaken at Our expense;
- 5.** Any compensation paid for Permanent Disablement will be deducted from compensation payable for death caused by the same accident;
- 6.** Total and permanent loss includes total and permanent loss of use.

# WATER CRAFT SECTION 8

## DEFINITIONS

For this Section:

1. "You / Your / Yours / Yourself" means the person(s) in whose name this Policy is issued and Your spouse and any member of Your immediate family normally residing with You and who are financially dependent upon You.

2. "Water Craft" means the pleasure craft described in the Schedule comprising:

2.1 the hull;

2.2 motor(s);

and;

2.3 all other fittings and / or accessories which are normally sold with the Water Craft, including the trailer;

**but excluding:**

2.4 crew's clothing provided by the owner, sextants, nautical books, oilskins, sea boats and yachting clothing and any other additional or special equipment unless described in the Schedule;

2.5 Jetskis unless otherwise stated in the Schedule.

## INSURED EVENTS

### 1. Loss or Damage to the Water Craft

We will compensate You up to the Sum Insured should the Water Craft suffer accidental loss or damage.

**We will not compensate You:**

1.1 whenever the Water Craft is anywhere outside the Territorial Limits or in ocean waters more than forty (40) nautical miles from the shore line of the Territorial Limits;

1.2 for loss or damage as a result of:

1.2.1 wear or tear, depreciation of any kind and deterioration due to lack of use;

1.2.2 defective part(s), latent defects;

1.2.3 fault or error in design or construction;

1.2.4 defects in repairs or alterations;

1.2.5 lack of maintenance;

- 1.2.6 loss or damage to:
  - 1.2.6.1 moorings, nets and fishing gear;
  - 1.2.6.2 sails and protective covers split by the wind or blown away whilst set;
  - 1.2.6.3 masts, spars, sails standing or running rigging whilst the Water Craft is engaged in any race;
  - 1.2.6.4 motors(s) as a result of the motor(s) dropping off the Water Craft unless the motor(s) are bolted or chained to a permanent fixture in the hull;
  - 1.2.6.5 the rudder, slag, propeller, strut, shaft, motor, electrical machinery or batteries and their connections unless caused by the Water Craft being stranded, sunk, swamped, overturned, capsized, burnt, on fire or in a collision with anything other than water;
  - 1.2.6.6 to the Water Craft by thieves, or persons attempting theft, unless the Water Craft is housed in a locked-up structure and entry into this locked-up structure was accompanied by physical break-in;
- 1.2.7 mechanical or electrical breakdowns of machinery, engines, motors, batteries or their connections unless consequent upon the Water Craft being stranded, sunk, burnt, on fire, in a collision or in contact with any external substance other than water;
- 1.2.8 the permanent or temporary disposition of the Water Craft resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

## **2. Further Compensation**

### **We will compensate You for:**

#### 2.1 Emergency and Salvage Expenses:

all charges and expenses reasonably and necessarily incurred by You in minimising or averting any loss or damage up to the amount stated in the Limit Section.

#### 2.2 Transits:

any loss or damage following transit by land, including loading and unloading but excluding:

##### 2.2.1 any scratching or denting;

##### 2.2.2 whilst the Water Craft is:

- 2.2.2.1 being conveyed by a person who has no valid driver's licence unless the person concerned is charged with theft or illegal use of the Vehicle used for conveying it;

2.2.2.2 being conveyed by a person or is under the control of any person who is under the influence of intoxicating liquor or drugs or where the alcohol level of the driver of the Vehicle exceeds the legal limit.

### **3. Liability to Third Parties**

We will indemnify You against Your legal liability to a third party for the payment of damages, legal costs and other expenses incurred with Our consent for:

3.1 death of or bodily injury to any person;

3.2 damage to property;

as a result of an accident caused by or in connection with the Water Craft, or its trailer, but not exceeding the Limits of Liability stated in the Limit Section of the Schedule.

We will also compensate any person You have allowed to use the Water Craft subject to the terms, exclusions, exceptions and conditions of this Policy;

provided that such person:

3.3 has never been refused Water Craft, or the like, insurance or any continuance thereof;

3.4 is not entitled to compensation under any other policy;

3.5 complies with the terms of this Policy as far as they can apply;

#### **We will not indemnify You for:**

3.6 death of or bodily injury or illness sustained by You or any person who is a member of Your family normally residing with You;

3.7 death of or bodily injury or illness sustained by any person who is employed by You arising and in the course of such employment;

3.8 loss of or damage to property owned by or under Your control or of anyone normally residing with You;

3.9 loss of or damage to property owned by any employee of Yours;

3.10 loss of or damage to property contained in the Water Craft;

3.11 any liability arising whilst the Water Craft is being transported by any motor Vehicle, whether on a trailer or not.

## **EXTENSIONS TO COVER**

### **1. Persons Navigating**

Liability to third parties extends to indemnify any person (other than any person employed by a ship-yard, slipway, yacht club, sales agency or similar organisation) navigating or in charge of the Water Craft with Your permission;

provided that such person:

- 1.1 is not entitled to compensation under any other policy;
- 1.2 complies with the terms of this Policy as far as they can apply.

## **2. Costs and Expenses**

Liability to third parties extends to indemnify You, with Our prior written permission, for all costs and expenses incurred by You or the person navigating or in charge of the Water Craft in connection with any representation at any inquest or fatal inquiry and all the legal costs and expenses in settling or defending any claim.

## **3. Liability to Water Skiers**

Liability to third parties extends to indemnify any person water skiing, aquaplaning, kiting, parasailing or the like whilst being towed or preparing to be towed by the Water Craft with Your consent or until safely back on board the Water Craft, against any sums by way of damages which such water skier shall be liable to pay to any person up to the amount stated in the Limit Section of the Schedule any one occurrence.

## **4. Tow and Assist**

This Section extends the Insured Events to include indemnity arising out of Your assisting any other Water Craft, or persons on board, that is or has been in danger of loss or damage and has indicated that assistance is required whether by means of towing the other Water Craft or assisting / rescuing the persons on board but not exceeding the amount stated in the Limit Section of the Schedule any one occurrence. Notification of the event must be made to the authorities and a report must be made available to Us before any payment is made to You.

## **5. Medical Benefit**

If You sustain injury caused by violent, external, accidental, external and visible means as a result of the Water Craft sinking or being in collision with another Water Craft or with any external object other than water, We will pay the benefit stated in the Limit Section of the Schedule in respect of such injured person.

## **SPECIAL CONDITIONS**

1. We will be entitled to decide the port to which a damaged Water Craft shall proceed for docking or repairing and We will also have a right to veto the place or repair or repairing firm proposed;  
  
Whenever the extent of damage is ascertainable We may take or may require to be taken tenders for the repair of such damage;
2. In no case will We be liable for un-repaired damage in addition to subsequent total loss sustained during the Period of Insurance;
3. In ascertaining whether the Water Craft is a constructive total loss the amount stated in the Schedule shall be taken as the repaired value and nothing in respect of the damage or break-up value of the Water Craft shall be taken into account;
4. In the event of immersion of the motor(s) in water it is Your duty to ensure that such motor(s) are immediately flushed out and restored if practicable;
5. It is a condition of this Section that:

- 5.1 when the Water Craft is under way You or other competent person(s) shall be on board;
  - 5.2 the Water Craft is only conveyed on a properly constructed and designed trailer or in on a suitable modified vehicle whilst in transit;
  - 5.3 while the Water Craft and / or the motor(s) are left unattended for a continuous period in excess of twelve (12) hours no liability shall attach to Us unless the Water Craft and / or the motor(s) are located at a marina or a recognised place of mooring, within the confines of Your private Dwelling, at any boat yard or place of repair or any recognised place of storage;
  - 5.4 Water Craft fitted with inboard machinery shall carry a fire extinguisher or extinguishers properly installed and maintained in efficient working order;
- 6.** In the event of loss of or damage to masts, spars, protective covers, sails, standing or running rigging and motors, We may at Our discretion deduct up to one third (1/3) in respect of new material replacing old;
- 7.** No insurance is provided by this Section whilst the Water Craft is in the custody and control anyone under the age of sixteen (16) years;
- 8.** We will do everything possible to arrange the repair or replacement of the Water Craft following loss or damage but cannot be held liable or responsible to reinstate the Water Craft in exactly the same condition as when new;
- 9.** If the Water Craft is the subject of any credit finance arrangement We will first settle the claim to the credit finance organisation and if there is any balance, after applying the First Amount Payable, this shall be settled to You.
- 10. We will not indemnify You for any loss, damage or liability:**
- 10.1 whilst the Water Craft is:
    - 10.1.1 chartered or hired out or carrying fare paying passengers;
    - 10.1.2 being used for any purpose other than private and pleasure;
    - 10.1.3 being towed on water except when in need of assistance or for customary towage in connection with laying up, fitting out or repairs;
    - 10.1.4 towing or salvaging another vessel other than one in distress;
    - 10.1.5 moored or anchored and unattended off an exposed beach or shore and it becomes stranded, sunk, swamped or breaks adrift;
    - 10.1.6 being single-handedly navigating in ocean waters.
  - 10.2 participating in any racing or speed tests, trials, or practicing for such or the Water Craft used for any demonstration purposes.

## SPECIAL EXCLUSIONS

### Otherwise subject to the General Exclusions applicable to this Policy

#### We will not be liable for:

1. Loss of or damage directly or indirectly caused by or through or contributed to by wear and tear, depreciation from use or occasioned by moth, rodents or vermin, rust, unseaworthiness and consequential loss from any cause whatsoever.
2. Loss of or damage to or the costs of repairing:
  - 2.1 Mechanical or electrical breakdowns, failures or breakages;
  - 2.2 Motors and electrical machinery and batteries and their connections (*excluding* the shaft and propeller) including metalling or repairs thereto *unless caused by*:
    - 2.2.1 Your Water Craft being stranded, sunk, burnt, on fire, in collision or in contact with any external substances (including ice but *excluding* water);
    - 2.2.2 Theft of Your entire Water Craft or theft accompanied by actual forcible, visible and violent breaking into or out of Your Water Craft or place of storage or theft of the outboard motor(s) securely locked to Your Water Craft by an anti-theft device in addition to its normal method or attachment or by fire in a place of storage ashore or whilst Your property is being removed from or placed in Your Water Craft;
    - 2.2.3 Explosion, earthquake, impact by aircraft and other aerial devices or articles dropped therefrom or any contingencies insured;
3. Loss of or damage to sails and protective covers slit by the wind or blown away whilst set, *unless*:
  - 3.1 Caused by Your Water Craft being stranded, sunk, burnt, on fire or in collision or in contact with any external substance (including ice but *excluding* water);
  - 3.2 In consequence of damage to the spars to which the sails are bent;
4. Damage resulting from scratching or bruising and / or denting and the cost of consequent repainting or re-varnishing arising during transit or during loading or unloading;
5. Any loss, damage or expenditure incurred solely in remedying a fault in design or in the event of damage resulting from faulty design and giving rise to a claim under the conditions of this Policy, for any additional expenditure incurred by reason of betterment or alternation in design, or for the cost and expense of replacing or repairing any part condemned solely in consequence of a latent fault or error in design or construction;
6. Any boat not permanently marked with the name of Your Water Craft (parent Water Craft);
7. The First Amount Payable of any claim as stated in the Schedule;
8. Loss of or damage to the insured Water Craft whilst being used by You or any other person where the alcohol concentration of Yourself or such person exceeds the legal limit applicable to driving a Vehicle as envisaged by Section 65 of the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated thereunder

or where You or such person is under the influence of intoxicating liquor or drugs with a narcotic effect;

- 9.** Loss of or damage to the insured Water Craft whilst the Water Craft is being navigated by any person who is not legally entitled to do so or any person under the age of sixteen (16);
- 10.** Loss of or damage to the insured Water Craft used in professional Racing;
- 11.** Loss of or damage whilst the Water Craft is being used for single-handed navigation in ocean waters;
- 12.** Loss of or damage to the Water Craft whilst being towed or whilst towing other Water Craft unless under tow and assist legislation;
- 13.**
  - 13.1 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 exclusion shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence;
  - 13.2 the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence;
- 14.** DEATH OR ILLNESS OF OR BODILY INJURY TO:
  - 14.1 Any person being a member of the same household as You or any person being a member of Your family;
  - 14.2 Any person employed by You in any capacity whatsoever arising out of and in the course of such employment;
  - 14.3 Any advice or treatment, other than First Aid treatment, given or administered by You or by any person acting on Your behalf;
  - 14.4 Claims for compensation of fare-paying passengers.
- 15.** LOSS OF OR DAMAGE TO PROPERTY:
  - 15.1 Belonging to You or leased or hired by You, lent to You or in Your charge, custody, control or held in trust by You or on Your behalf, conveyed or about to be conveyed in or on the Water Craft except for property belonging to passengers and water-skiers;
  - 15.2 Liability assumed by You by agreement unless such liability would have attached to You notwithstanding such agreement;
  - 15.3 Loss of or damage to third party property arising from accidents occurring whilst Your Water Craft is in transit by road or attached to a motor Vehicle or has broken away or become accidentally detached from a motor Vehicle if such liability is the subject of indemnity under any form of motor Vehicle insurance (whether such insurance falls within the scope of any compulsory Motor Vehicle Insurance legislation applicable to the Territorial Limits notwithstanding that no such insurance is in force or has been effected).

# SASRIA LIMITED

Reg. No. 1979/000287/06

## COUPON POLICY FOR SPECIAL RISKS INSURANCE

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

- (i) any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- (ii) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (iii) any riot, strike or public disorder, or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
- (iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

### **NOTE:**

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

### **PROVIDED that:**

Notwithstanding anything to the contrary, where One Insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and or Motor) issued by or on behalf of SASRIA, the aggregate liability of SASRIA under all such Insurances shall be limited to the sum of R500 million, during a calendar year where the property insured is in the Republic of South Africa.

For this purpose ONE INSURED shall mean:

Any Single One Insured, or a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973). In the case of One Insureds other than Companies, Sasria reserves the right to determine who the One Insured is for this purpose.

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

- (a) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenable;
- (b) loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;
- (c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
- (d) **NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION**

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

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

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

**SPECIAL CONDITIONS**

1. It is a condition precedent to any liability that at the time of the happening of any occurrence given rise to a loss in terms of this Coupon Policy there shall be in force the Nominated Insurer's Policy covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.
2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Nominated Insurer's Policy, other than:
  - a) Exception A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi); and
  - (b) the Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above;
  - (c) any excess, deductible or similar payment to be met by the Insured in terms of the Nominated Insurer's Policy;

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

## Memorandum

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

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

# SASRIA LIMITED

Reg. No. 1979/000287/06

## MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS in respect of property as defined

### THE POLICY

#### DEFINITIONS

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

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

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

- (i) any act (whether on behalf of any organisation, body, person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- (ii) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (iii) any riot, strike or public disorder, or any act of activity which is calculated or directed to bring about a riot, strike or public disorder;
- (iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) the act of any lawfully established authority in controlling, preventing suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii) (iii) or (iv) above.

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

rights and liabilities of the Insured or Sasria under or in connection with this Policy or any condition or term thereof.

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

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

## **EXCEPTIONS**

### **This Policy does not cover:**

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

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

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

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

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

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

## **CONDITIONS**

### **1. Claims Procedure**

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

### **2. Subrogation**

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

### **3. Contribution**

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

### **4. Precautions**

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

### **5. Transfer**

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

## **6. Arbitration**

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

## **7. Limitation**

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

## **8. Average**

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

## **9. Total Loss of Property**

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

## **10. Premium**

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

## **11. Validity**

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

## **12. Alteration of Use of Property Insured**

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

## **13. Territorial Limitation**

The cover is restricted to property within the Republic of South Africa.

#### **14. Cancellation**

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

#### **15. Fraud**

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

#### **16. Misrepresentation**

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

#### **17. Reporting Claims to Authorities**

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

## IMPORTANT INFORMATION

**For information purposes only – the following does not form part of your insurance contract.**

1. You must be informed of any material changes to the details of the Intermediary and us.
2. We may not cancel your policy merely by informing your Intermediary. There is an obligation to make sure the notice has been given to you as required by law.

### Warning

3. Do not sign any blank or partially completed application forms.
4. Complete all forms in ink.
5. Keep all documents handed to you.
6. Make notes as to what is said to you.
7. Don't be pressurised to buy this Policy.
8. Incorrect or non-disclosure by you may impact on any claims arising from your contract of insurance.

### COMPLAINTS PROCEDURE

9. If you have a complaint about the service or the advice you received from your intermediary, please contact:  
  
CC&A Insurance Brokers  
1 Old Main Road  
KLOOF 3610  
  
Tel: (031) 716 6100  
Fax: (031) 716 6101
10. If you have a complaint about this Policy or the service you received from us, please contact:  
  
The Manager – Hollard Select Broker Division  
The Hollard Insurance Company Limited  
PO Box 87419  
HOUGHTON 2041  
  
Tel: (011) 351 5000  
Fax: (011) 351 8034  
[www.hollard.co.za](http://www.hollard.co.za) (Let us hear from you)