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insurance brokers

Renasa Executive Policy Wording

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Sections 1 to 10 Underwritten/Cover provided by Renasa Insurance Company Limited
Reg. No. 1998/000916/06.
FSP License No. 15491

Section 11 & 12 Underwritten/Cover provided by SASRIA Limited Reg. No. 1979/00287/06





PREAMBLE

This Policy, the schedule and all communications, declarations and proposals made by you or on your behalf must be read as one document and is the contract (hereinafter referred to as "the Policy") between you and Renasa Insurance Company Limited

Our obligations to indemnify you are dependent upon your prior payment of the premium and receipt thereof by the Renasa or a duly authorised representative or service provider on due date.

If more than one party is entitled to indemnity under the Policy, we will indemnify each party separately. Any liability arising between the parties will be treated as though separate policies had been issued to each party, provided that the aggregate liability shall not exceed the maximum indemnity noted in the schedule.

GENERAL DEFINITIONS

Average means the difference between the insured amount and the amount needed to replace all the insured property. If the amount needed to replace all your insured property with similar new property at the time of any loss or damage, according to our calculations, is more than the insured amount, we will not pay you the full amount of the loss or damage. You will be your own insurer for the difference, and you will be responsible for a proportional share of the loss or damage. This will apply separately to each risk item in the schedule.

For example: If your property is insured for R750 000 and the new replacement value of the property is R2 250 000 and you suffer a loss of R150 000. The calculation is as follows:

A. Insured amount = R750 000

B. Replacement Value = R2 250 000

C. Loss = R150 000

Calculation = $\frac{(C) R150\ 000}{1} \times \frac{(A) R750\ 000}{(B) R2\ 250\ 000}$

The policy will pay R50 000 and you will be responsible for the balance of R100 000

Bank Cards means credit-, debit-, cheque-, bank- or ATM- cards.

Bodily injury means bodily injury or death caused by accidental, violent, external and visible means.

Business means business that you conduct at or from an office at the risk address(-es) noted in the schedule, in line with your occupation as declared on the Proposal Form.

Business Contents means computers, laptops, printers, scanners, software, fax machines, copiers, typewriters, telecommunication equipment and office furniture owned by you or for which you are legally responsible, and which is kept at the risk address(-es) noted in the schedule.

Business Equipment means items, tools and machinery used in your business excluding business contents which are owned by you or for which you are legally responsible, and which are kept at the risk address noted in the schedule.

Buildings means any freestanding permanent structures used for domestic purposes including improvements thereto and situated at the risk address(-es) noted in the schedule, owned by you or for which you are legally responsible, including:

- a. private dwellings, garages, guest cottages, domestic employees quarters, studios, stables, change rooms, garden sheds, greenhouses and tenant's improvements;
- b. permanent fixtures and fittings;
- c. domestic fixed fuel tanks;
- d. fitted furniture;
- e. fitted appliances and climate control systems;
- f. permanently fitted swimming pools, hot tubs, spas, saunas;
- g. ornamental ponds and fountains;
- h. underground service pipes, cables, sewers, drains, tanks, inspection hatches and covers, domestic boreholes, pumps and fixed generators;
- i. walls, retaining walls, fences, gates, gate-motors, driveways, footpaths, steps, terraces, patios, all-weather tennis





- courts and floodlights;
- j. externally fixed radio, television and telecommunications antennae, satellite dishes, their fittings and masts;
- k. fitted irrigation systems;

but excluding:

- i. earthen walls, earthen and gravel driveways and earthen structures;
- ii. dam walls, land or water, piers, jetties, bridges and culverts.
- iii. hedges.

Caravan means a vehicle which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.

Claim-Free Group – means the period for which no claims have been made against the policy and on which the premium is calculated. The Claim Free Group applies to each comprehensively insured risk on the policy independently and the CFG will be adjusted as according to a predetermined formula.

Classic Vehicle means a classic, collectable, vintage or veteran-type vehicle older than 25 years and still in drivable and roadworthy condition and registered as such with the authorities

Confiscation means confiscation, nationalisation, requisition, forfeiture, seizure, detention or destruction of or damage to property by or under the order of any government or public or local authority or individual or group of people.

Contents means the contents of the buildings including:

- a. household goods and equipment;
- b. personal effects and clothing;
- c. furnishings;
- d. business contents;
- e. refrigerated, frozen and other food and drink;
- f. outdoor and garden items;
- g. remote controlled power driven toys and models;
- h. money;
- i. controlled power driven toy or model aircraft

owned by you or for which you are legally responsible but excluding:

- i) any part of the buildings;
- ii) motor vehicles, motorcycles, and watercraft;
- iii) aircraft;
- iv) caravans and trailers;
- v) pets, bloodstock and animals of any kind.

Domestic Employee means domestic staff such as au pairs, nannies, gardeners or labourers employed by you in terms of a formal contract of employment to carry out domestic duties at the risk address(-es) noted in the schedule.

Endorsement means a change in the standard terms and conditions of the Policy and/or items insured and noted in writing on the schedule.

Electronic Equipment means any computer equipment, computer system, hardware or software or any computer equipment system or machinery operated by means of a micro or data processor chip.

Electronic Failure means any loss or damage to any property caused directly or by the failure of any electronic equipment to recognise, accept, respond to or process any date, or part of any date or any data or infrastructure.

Excess means the amount or percentage noted in the schedule for which you are liable as the first amount payable on each agreed claim.

Fixtures and Fittings means all items that are fixed to and form part of the buildings situated at the risk address(es) including:

- a. decorations including wall paper, murals and stencils;
- b. bathroom suites;
- c. fitted kitchens;
- d. flooring.
- e. Lights
- f. Security measures
- g. television masts or satellite dishes

Forcible and violent entry or exit means entry or exit gained by actual, visible, force and violence, or threat of force and violence.

Home means the house or flat at the risk address(es) noted in the schedule, including the outbuildings and garages used for domestic purposes or business office.

Insured Vehicle means the motor vehicle noted and described in the Section 1 of the schedule.

Jewellery and Watches means items which are worn or used for personal adornment generally made of gold, silver, platinum or other





precious metals and set with precious or semi-precious stones.

Loss or Damage means accidental sudden and unforeseen physical loss of or damage to your property.

Malicious Damage means loss or damage caused by a deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage, but excludes damage arising out of theft, hijack or any attempts thereat.

Maximum Indemnity means the sum insured or agreed value noted under this heading in the schedule.

Money means your personal money including cash, cheques, traveller's cheques, postal orders, money orders, travel and other tickets, gift vouchers and current postage stamps or other negotiable instruments, excluding sim cards or airtime vouchers

Motorcycle means a motorcycle, scooter, scrambler, tri-cycle or quad bike.

Non-Standard Construction means a building and structure which is not defined as of standard construction.

Occurrence means an occurrence or series of occurrences arising from any one cause, in respect of which indemnity is provided by this Policy.

Outdoor and Garden Items means items designed to be left or used outdoors including garden furniture, patio furniture, flower containers and urns, children's play equipment, garden statues, pots and ornaments, domestic garden maintenance equipment, motorised and pedestrian lawnmowers and power equipment.

Period of Insurance means the period for which this insurance is in force as noted in the schedule.

Permanent Total Disablement means total paralysis, or, total disablement from pursuing the occupation or doing the normal work that you have been trained for or have knowledge of or inability to pursue any other form of work and/or employment, or being permanently bedridden.

Private Residence means the structure of dwelling and outbuildings which inter-lead with the dwelling and a separate structure of similar construction to the dwelling not inter-leading with the dwelling all situate at the risk address noted on the policy schedule. The grounds are excluded.

Proportional means the amount which is calculated after determining the new Replacement Value and expressing the sum insured as a fraction or percentage of the Replacement Value. An example of how a loss would be calculated is shown under the definition of Average.

Reinstatement means, if the building is:

- a. destroyed, we will rebuild it;
- b. damaged, we will repair the damaged portion as near as possible to its condition when new.

Schedule means the part of the Policy which specifies your current details, the period of insurance, the property insured, the covers in force, the maximum indemnity, the excess and endorsements which amend the standard Policy wording and/or schedule.

Standard Construction means a building is constructed of brick stone or concrete and roofed with slate, tiles, metal, concrete or asbestos and does not include open sided or structures without a roof.

Subsidence, Landslip or Ground Heave means:

- a. **subsidence** which is the downward movement of a site on which buildings stand, from causes unconnected with the building. Examples of causes are underground mining, clay shrinkage and erosion due to water passing through the subsoil.
- b. **landslip** which is the downward and/or sideways movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground. Landslip may be triggered by superimposed loadings from buildings or may be induced by excavating into sloping ground with the result that material fails and moves down the slope;
- c. **ground heave** which is the upward movement or expansion of the site that is caused by swelling or expansion of the subsoil, the ground beneath part of the building or all of the building. This is normally taken to mean that an upward movement of the site that is caused by swelling or expansion of the subsoil.
- d. **settlement** means the downward movement of a site due to the application of superimposed loading which is the wholly natural effect of superimposing a load on a site and is predictable.

Tenant's Improvements means improvements, alterations and decorations that have been undertaken by you or a previous occupier as tenant and for which you are legally responsible.

Territorial Limits means the geographical areas noted in the Schedule or under the different sections of the Policy.

Trailer means a vehicle (other than a caravan) which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.

Unoccupied means at the time of the loss or damage the home, although furnished, has not been lived in for more than 60 consecutive days, or if not sufficiently furnished for normal living purposes, for more than 30 consecutive days.

Vehicle means motor cars, 4x4 vehicles, double and single cab light duty vehicles with a Gross Vehicle mass of 3 500 kilograms or less, and a





seating capacity of 12 persons or less including the driver.

Voluntary Excess means a first amount payable (in addition to the standard First Amount Payable amounts) elected by you, and noted in the schedule, which will be applied first to each and every claim under the applicable section of the Policy.

We, Us, Our means Renasa Insurance Company.

You, Your, Yours means: where the Policyholder named on the schedule is an individual that person and the family members who permanently reside at the risk address noted in the schedule.

GENERAL CONDITIONS

1. Our obligation to indemnify you is conditional upon you, or any person acting on your behalf, observing all the terms and conditions of this policy and upon you or the person acting on your behalf submitting complete and truthful statements or answers in the proposal and claims documents.
2. All these general conditions are material and apply to all sections of this Policy, and strict compliance with them are essential. We may decline your claim if you fail to comply with these general conditions.
3. All premiums and claims in respect of this Policy are payable in South African Rand. [ZAR]
4. This Policy is regulated by the laws and is subject to the jurisdiction of the courts of the Republic of South Africa.
Compensation is excluded for damages in judgments awarded outside the Republic of South Africa, including costs and expenses involved in that process.
5. Premium is due and payable to us on or before the inception date or renewal date for annual policies. Premium is due and payable on the due date of each month for monthly policies. In line with the Policyholder Protection Rules, you are entitled to 15 days grace to pay outstanding premiums. This period of grace does not apply if the premium due is the first premium on inception of the policy.
6. We may cancel this policy by giving you 30 days written notice to the address stated in the schedule. The notice will be deemed to have been received by you 10 days after dispatch, unless the contrary is proven by you. You may cancel this policy or any section at any time by giving us written notice. Such cancellation will not absolve you from paying any outstanding premium of monies due to us which became payable prior to the date of cancellation.
7. You must immediately inform us of any change in the risk in order for us to amend the cover and premiums from the date of the change. We may decline to indemnify or compensate you for loss, damage, accident or liability under any section of this Policy if the risk has materially changed and you have not informed us of such change or if you misdescribe, misrepresent, omit to or do not disclose material changes that affect the risk.
8. You must take all reasonable steps to:
 - a. prevent or minimise accidents, bodily injury, illness, loss, or damage;
 - b. safeguard the insured property ensuring that every item is afforded a level of care and protection commensurate with its value;
 - c. maintain the insured property in good condition and repair.
9. In the schedule any maximum indemnity which is left blank or has no monetary amount against it is not insured by the Policy.
10. On the happening of any occurrence which may result in a claim under this Policy you must:
 - a. advise us as soon as possible and provide details of any other insurance applicable;
 - b. immediately inform the police of any claim involving a motor accident, bodily injury, theft or criminal act, or loss of property and take all reasonable steps to discover the guilty party and to recover the stolen or lost property;
 - c. as soon as possible after the occurrence, and within a maximum period of 30 days, provide us with full details in writing of any claim;
 - d. immediately forward to us any letter, claim, writ, summons or other legal process issued or commenced against you;
 - e. provide us with proof, information and sworn declarations that we require, including proof of ownership and proof of purchase and value in the form of purchase receipts or valuation certificates.
11. You must make no admission of guilt or otherwise or statement, offer, promise of payment or indemnity, nor commence any legal or recovery action without our written consent. We are entitled to full discretion in the conduct of any legal proceedings and settlement of any claim, and you must provide all information and assistance that we reasonably require. We may, without incurring any liability or in any way diminishing our rights:
 - a. take possession of any damaged item, its parts or accessories and deal with such in a reasonable manner, but this condition does not grant any rights to you to abandon any property whether already in our possession or not;
 - b. take legal action in your name in respect of any recovery of or contribution to a claim;
 - c. take over and conduct in your name any defence and settlement of any claim;
 - d. discharge our obligations at any time under any liability portion of the Policy, by paying to you, or a third party claimant,





the maximum liability or such lesser sum for which the claim may be settled inclusive of legal fees and other expenses agreed and incurred prior to the date of payment. When making such payment we may relinquish the conduct of any defence or settlement of the proceedings, and when doing so we shall not be responsible for any damage alleged to have been caused to you in consequence of any action or omission by us, in connection with the defence or settlement of the proceedings or of us relinquishing such conduct, nor shall we be liable for any costs or expenses incurred by you or any claimant or other person after we have relinquished such conduct.

12. No claim shall be payable after twelve months from the occurrence unless the claim is the subject of pending legal action or referred to the Ombudsman for Short Term Insurance or referred for arbitration or is a claim in respect of your legal liability to a third party.
13. In the event of a claim being rejected, you have 90 days to challenge the rejection or make submissions to us. Thereafter summons must be issued and served on us within 180 days, failing which, all benefit afforded under this Policy in respect of any such claim shall be forfeited.
14. If there is any other existing insurance covering the same claim, you must simultaneously with the claims documentation provide us with full details of the other insurance, and we shall not be liable to pay or contribute more than our pro-rata portion of the claim.
15. If cover indicated against an item on the schedule is noted as kept in a bank vault, the insurance only applies whilst the item is contained in a safe deposit at a registered bank, subject to the extension of cover under the Personal All Risks section of the Policy or agreed to by us that the item may be removed from the bank vault for an agreed period of time
16. If there is overlapping or duplicated cover for an occurrence under different sections of the Policy covering the same loss damage or liability, you must elect under which section the claim is to be submitted. You may not submit separate claims under different sections of the Policy, the intention being that overlapping or duplicated cover provided under different sections does not accumulate from the same occurrence.
17. If you have elected a voluntary excess the amount noted in the schedule will be applied first to each and every claim under the relevant section of the Policy, and is additional to the standard excess noted in the schedule.

GENERAL EXCLUSIONS

We will not be liable for:

- i. **Deliberate acts**
loss, damage or injury deliberately caused by you or any person acting on your behalf including reckless use or abuse of the insured item(s).
- ii. **Fraud**
If any claim or part thereof under this policy is in any way fraudulent, or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain a benefit under this policy (whether successfully or not), or if any event is caused by or arises out of your intentional conduct, or any person acting on your behalf or with your connivance and/or Any fraudulent information and/or documentation, whether created by you or any other party is provided by you or acting on your behalf or with your connivance to us in substantiation or support of any claim under this policy and whether or not the claim itself is fraudulent, and/or
The quantum, in whole or part, of any claim is exaggerated by any degree whatsoever by you or anyone acting on your behalf or with your connivance, for any reason whatsoever and whether or not the claim itself is fraudulent:
Then
Any and all benefit afforded in terms of this policy in respect of such claim shall be forfeited and we shall have no liability whatsoever to you or any other party in respect of such claim in its totality.
- iii. **False pretences**
any loss, damage, injury or claim arising out of any contractual liability, theft by false pretences or the fraudulent act or representation of a third party.
- iv. **War, riot and terrorism**
any loss, damage to property or legal responsibility which is caused by or results from or relates to any of the following:
 - a. civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the above;
 - b. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war
 - c. mutiny, military rising or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution;
 - d. any act (whether on behalf of an 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;
 - e. any act calculated or directed to bring about loss or damage 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





- f. authority, or for the purpose of inspiring fear in the public, or any section thereof;
- g. any attempt to perform any act referred to in General Exclusions iv.d. to iv.e. above;
- h. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to in any of General Exclusions iv.a. to iv.f. above;
- h. any act of terrorism.

v. War Damage Insurance & Compensation Act

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

vi. Nuclear

any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- a. ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- b. nuclear material, nuclear fission or fusion, nuclear radiation;
- c. nuclear explosives or any nuclear weapon;

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

For the purpose of this exclusion only, combustion includes any self-sustaining process of nuclear fission.

vii. 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.

viii. Detention, Confiscation, Forfeiture, Nationalisation and Abandonment

This policy does not cover any loss, damage, costs or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, SA Police Services, crime prevention units or other officials or authorities.

ix. Consequential loss

Consequential loss or damage, except as specifically provided.

x. Computer losses

General exclusion (Applicable to personal and laptop computers)

This policy does not cover:

- (a) Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- (b) any legal liability of whatsoever nature, or
- (c) any consequential loss;

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

- (i) treat any date as the correct date or true calendar date, or correctly or appropriately to recognize, manipulate, interpret, process, store, receive or respond to any data or information, or to carry out any command or instruction, with regard to or in connection with any such date, or
- (ii) capture, save, retain or process any information or code as a result of the operation of any command programmed into any computer, being a command that causes the loss of data or the inability to capture, save, retain or correctly process such data with regard to or in connection with any such data, or
- (iii) capture, save, retain or process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
- (iv) capture, save, retain or process any data as a result of the action of any computer virus, or other corrupting, harmful or unauthorised code or institution, including any trojan horse, time or logic bomb or worm, or any other destructive 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, hardware or peripherals and its information or data electronically or otherwise stored in or on any of the above, whether owned by you or not.

Special extension to General Exclusion x

- (A) Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or special perils referred to below, or indemnified by the Personal Accident, Motor Vehicle, Motorcycle, Trailer/Caravan





or Watercraft sections is not excluded by this general exclusion. The special perils that are not excluded for the purpose of this special extension are damage caused by storm, wind, water, hail or snow, excluding damage to property

- (a) arising from it undergoing any process necessarily involving the use or application of water;
 - (b) caused by tidal wave originating from earthquake or volcanic eruption;
 - (c) in the underground operations of any mine;
 - (d) in the open, unless such buildings, structures and plants are designed or operate in the open;
 - (e) in any structure not completely roofed;
 - (f) being retaining walls,
- unless (d), (e), and/or (f) are described as such and specifically insured as a separate item;
- (g) aircraft and any other aerial devices or articles dropped therefrom; and
 - (h) impact by animals, trees, aerals, satellite dishes or vehicles, excluding damage to such animals, trees, aerals, satellite dishes or vehicles, or property in or on such vehicles.

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

- (B) This special extension does not insure any loss, destruction, damage or consequential loss if it would not have been insured in the absence of this general exclusion and special extension.

xi. Pollution & Contamination Exclusion

This policy does not cover any loss, damage, costs or expenses directly or indirectly arising from contamination, pollution, soot, deposition, impairment by dust, chemical precipitation, adulteration, poisoning, impurity, epidemic or disease, or due to any limitation or prevention of the use of objects because of health hazards.

- a. This exclusion does not apply if such loss or damage arises as a direct consequence of the following perils:
 - i. Fire, lightning, explosion, impact of aircraft;
 - ii. vehicle impact;
 - iii. accidental escape of water from water tanks, apparatus or pipes;
 - iv. flood, inundation;
 - v. earthquake;
 - vi. snow pressure, avalanche, or
- b. physical damage insured by the original policy having occurred on the insured premises.
If a peril not excluded from the original policy arises directly from pollution and/or contamination, any loss or damage arising directly from that peril will be covered.

All other terms and conditions of the policy remain unaltered, and especially the exclusions will not be superseded by this clause.

xii. Terrorism, Contamination and Explosive Exclusion

It is agreed, that regardless of any contributory causes, this policy does not cover any loss, damage, costs or expenses directly or indirectly arising from

- (a) biological or chemical contamination, or
- (b) missiles, bombs, grenades, explosives,

due to any act of terrorism.

For the purpose of this exclusion an **act of terrorism** means an act, including but not limited to use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), and/or to put the public, or any section thereof, in fear.

For the purpose of (a) **contamination** means the poisoning or prevention and/or limitation of use of objects due to the effects of chemical and/or biological substances.

If we allege that by reason of this exclusion, any loss, damage, costs or expenses are not covered by this policy, the burden of proving the contrary rests with you.

xiii. Infectious Epidemics/Pandemics Exclusion (Applicable to Homeowners (Buildings), Household Contents, All Risks, Motor Vehicles, Motorcycles, Trailers/Caravans, Watercraft, Electronic Equipment and any other property classes)

This insurance excludes any loss, damage, costs or expenses, directly or indirectly arising from, contributed to by, or resulting from any infectious epidemic/pandemic.

For the purpose of this clause infectious epidemics mean the sudden, unexpected, large-scale manifestation of an initially locally contained, infectious disease relating to people that spreads rapidly and with great virulence.

If we allege that by reason of this exclusion, any loss, damage, costs or expenses are not covered by this policy, the burden of proving the contrary rests with you.

xiv. Infectious Epidemics/Pandemics Exclusion (Applicable to Personal Liability, Personal Accident and any other casualty classes)

This insurance excludes any loss, damage, costs or expenses, directly or indirectly arising from, contributed to by, or





resulting from any infectious epidemic/pandemic (if classified either way by the appropriate national or international body/agency), resulting in

- (a) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency; and /or
- (b) any travel advisory or warning issued by a national or international body or agency and in respect of (a) or (b) any actual or perceived fear or threat thereof.

If we allege that by reason of this exclusion, any loss, damage, costs or expenses are not covered by this policy, the burden of proving the contrary rests with you.

xv. Sanction Limitation and Exclusion Clause

This insurance is not deemed to provide cover and we are not liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover, payment of such a claim or provision of such a benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.





DEFINITIONS

For definitions refer to General Definitions.

INDEMNITY

We will indemnify you against loss of or damage to the buildings noted in the schedule.
This indemnity is subject to the prior payment or deduction of any applicable excess noted in the schedule.
Provided that our liability shall not exceed the limits specified under the Special Extensions below or the Buildings sum insured shown in the policy schedule whichever is the lesser.

Basis of Indemnity

We will at our own discretion replace, reinstate, repair, rebuild or may pay in cash up to the maximum indemnity noted in the schedule subject to payment of or deduction of any First Amount Payable noted in the schedule..

Maximum Indemnity (Average)

If at the time of loss or damage the cost of replacing the buildings (excluding demolition, debris removal and professional fees) as new is greater than the maximum indemnity noted in the schedule, you will be your own insurer for the difference and average will be applied.

Reinstatement Value

The amount payable shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior. You may choose within 6 months of the date of loss or damage, to reinstate the building on the same site (or on another site and in the way you want subject to our liability not being increased) as near as possible to its condition when new, provided that:

- a. the reinstatement must be started and finished within twelve months consecutive months of the loss;
- b. we will settle in terms of our discretion to replace, reinstate, repair, rebuild or may pay cash;
- c. the basis of indemnity for loss or damage to the insured property will be b the current replacement value of similar new property on the same site but limited to the insured amount shown on the schedule.
- d. we will not be liable for the costs of reinstatement exceeding the cost which would have been payable had you not elected to exercise your option to reinstate until such cost has been incurred by you.

Mortgagee Financial Interest

If any bank or any other financial institution has been noted in the schedule as having an interest in the insured property you agree that we first pay that financial institution to the extent of their interest in the insured property, namely the amount which is owing to the bank or the financial institution or the amount noted in the schedule, whichever is the lesser. If you act or omit to act in a way that may make this policy invalid, the interest of the bank or financial institution will not be prejudiced if the following conditions are met:

- a. the bank or financial institution did not know that you acted or omitted to act in a way that may have made this insurance invalid;
- b. the bank or financial institution tells us about the act or omission as soon as they become aware of it;
- c. you pay any extra premium you owe.

Inflation

The maximum indemnity will be increased automatically each month in line with the building price index to counter the effect of inflation. No additional premium will be charged during the period of insurance. Your premium will be recalculated on the adjusted maximum indemnity at the policy anniversary date. This does not relieve you of your responsibility to ensure that the sums insured represent the full value of the property at all times.

ADDITIONS & EXTENSIONS OF COVER

The Additions & Extensions of cover from 1 to 21 are limited in aggregate to 25% of the maximum indemnity noted in the schedule. Unless otherwise indicated the policy excesses do not apply, however any voluntary excess elected by you applies first to each and every claim.

1. Alternative Accommodation and Loss of Rent

We will pay up to the maximum indemnity noted in the schedule of indemnity limits for your reasonable and necessary costs of alternative accommodation which we have agreed in advance whilst your residence cannot be lived in owing to a loss or damage that we have agreed to indemnify you for under this section, provided that:

- a. the maximum period that we will cover is 12 months;
- b. the cover includes reasonable accommodation for your domestic pets;
- c. the cover includes loss of actual rental which you would have earned but for the loss;
- d. but excludes costs recoverable by you under any other policy of insurance.

2. Architects and Professional Fees

We will pay up to the maximum indemnity noted in the schedule of indemnity limits for the reasonable and necessary fees and extra expenses involved in rebuilding or repairing the building following physical loss or damage including:

- a. fees to architects, surveyors, consulting engineers;
- b. legal fees;
- c. demolition and debris removal fees;





- d. clearing the site and making the site and home safe;
- e. fees to comply with government or local authority requirements.

Provided that We are not liable to pay costs or fees relating to undamaged parts of the building, or costs incurred in complying with any government or local authority requirement notified to you before the damage occurred.

3. Average Protector (if stated in the schedule as included)

Notwithstanding Max Indemnity (Average) In the event of a loss we will waive the application of Average, provided that;

- a. we have been provided with a recent professional valuation;
- b. you adjust the sum insured annually in line with the building cost index;
- c. you have adjusted the sum insured of your buildings in line with the valuation prior to any loss;
- d. the amount you are underinsured by is not more than 10% of the buildings sum insured;
- e. our waiver is limited to the amount noted in the schedule of indemnity limits.

4. Capital Additions and Extensions

We will indemnify you for damages to or loss of capital additions and extensions, provided that:

- a. the maximum indemnity is limited to the amount noted in the schedule of indemnity limits;
- b. you must notify us in writing within 60 days of the commencement of construction;
- c. you pay us any additional premium due.

5. Carpets, Curtains and Appliances

If your home is rented out furnished, we will also insure your carpets, curtains and domestic appliances under this section against accidental loss or damage, provided that:

- a. the maximum indemnity is limited to the amount noted in the schedule of indemnity limits;
- b. there is no other insurance in place covering the items.

6. Clearance Costs

We will indemnify you up to the amount noted in the schedule of indemnity limits for the reasonable costs incurred in the removal of debris from the risk address following loss or damage insured.

7. Environmental Benefits

If your building is totally destroyed by an occurrence and we have agreed to reinstate your building, we will pay up to the maximum indemnity noted in the schedule of indemnity limits, to install any combination of the following:

- a. rainwater tank;
- b. solar power systems, including solar hot water systems or photo-voltaic (PV) power systems;
- c. hot water heat exchange system;
- d. grey water recycling system.

8. Fire-fighting

We will pay up to the amount noted in the schedule of indemnity limits for the cost of fire extinguishing to prevent or extinguish fire damage to the buildings.

9. Garden Restoration

We will pay up to the maximum indemnity noted in the schedule of indemnity limits to restore your garden at the risk address if it is damaged during the period of insurance by fire, lightning, collision or impact, theft or vandalism.

10. Geysers

We will pay for the reasonable replacement or repair costs owing to loss of or damage to any geyser, subject to the maximum indemnity and excess noted in the schedule of indemnity limits.

11. Home Alteration Following Injury

We will pay the fair and reasonable costs towards essential alterations or adaptations to the home necessitated by your permanent identifiable physical injury, provided that:

- a. the injury is caused directly by a sudden and unforeseen accident;
- b. the injury occurs during the period of insurance;
- c. the injury results in you having to rely on a wheelchair for mobility;
- d. the indemnity is limited to the amount specified in the schedule of indemnity limits.

12. Leak Detection and Repairs

We will pay up to the maximum indemnity noted in the schedule of indemnity limits:

- a. the reasonable costs to find and access the point of escape of water, gas or oil leaks from your permanent internal pipes which is likely to cause damage to the buildings or contents;
- b. the reasonable costs incurred resulting from a water leak from the underground service pipes for which you are legally liable outside the risk address;





- c. The reasonable costs to repair any resulting damage to the buildings, provided that the first manifestation of such leakage was after commencement of the insurance.

13. Locks, Keys and Remote Controls

We will pay up to the maximum indemnity noted in the schedule of indemnity limits for the costs reasonably and necessarily incurred as a direct result of any keys and locks for the buildings occupied by you being lost or damaged.

14. Loss of Water by Leakage (if the claim is lodged under the building it may not also be lodged under contents).

We will pay up to the maximum indemnity noted in the schedule of indemnity limits for additional metered water charges owing to leakage or bursts for which you are legally responsible, provided that:

- a. you take immediate steps to repair the pipes affected upon discovery of a leak (by physical evidence or on receipt of an abnormally high water account);
- b. the meter reading is at least 50% more than the average reading of the four readings preceding it;
- c. leaking taps, geysers, toilet systems and swimming pools are excluded;
- d. the risk address hasn't been unoccupied for more than 60 consecutive days;
- e. a claim has not been lodged against any other policy or section.

15. New Fixtures

We will pay up to the maximum indemnity noted in the schedule of indemnity limits for the replacement or repair costs for damage to or loss of new fixtures and fittings, fitted furniture and fitted appliances installed at the risk address, provided that:

- a. you notify us in writing within 21 days of purchase of the new fixtures and fittings;
- b. you pay us any additional premium due.

16. Mechanical and Electrical Breakdown

We will compensate you up to the amount noted in the schedule of indemnity limits for sudden and unexpected damage to fixed domestic use machinery installed at your risk address.

We will not be liable for:

- a. depreciation;
- b. gradual causes such as wear and tear, rust, mildew, corrosion, decay, gradual deterioration, the use of unsuitable or defective materials or parts;
- c. loss or damage caused by lack of maintenance;
- d. loss or damage to windmills;
- e. loss or damage caused by household pests (such as rodents, ants and moths);
- f. loss or damage caused by cleaning, repairing or restoring by any manner or method;
- g. loss or damage to any data or telecommunication equipment or apparatus;
- h. items which are covered by a manufacturer's guarantee, purchase agreement or service contract.

17. Public Supply and Mains Connections

We will indemnify you up to the maximum indemnity noted in the schedule of indemnity limits for costs reasonably and necessarily incurred as a result of accidental loss or damage to water, sewerage, gas, electricity or telephone connections belonging to you or for which you are legally responsible between your buildings and the public supply.

18. Removal of Fallen Trees

We will pay costs necessarily incurred by you with our written consent for the removal of fallen trees from the risk address up to the amount noted in the Schedule of indemnity limits in any 12 month period of insurance, provided that the cause of the tree falling is attributable to fire, lightning, explosion, storm, wind, water, hail or snow.

19. Security Guards

We will pay up to the maximum indemnity noted in the schedule of indemnity limits for the costs reasonably and necessarily incurred in employing a security guard following loss or damage caused by an occurrence.

20. Swimming Pool and Borehole Machinery

We will indemnify you up to the maximum indemnity noted in the schedule of indemnity limits for loss or damage to your plant and machinery of saunas, spas, swimming pools and domestic boreholes, installed at the risk address as a result of accidental external causes or electrical or mechanical derangement or breakdown; but excluding:

- a. loss or damage caused by wear and tear, gradual deterioration;
- b. rust;
- c. automatic swimming pool cleaning equipment or windmills.

21. Temporary Removal of Fixtures

We will indemnify you up to the maximum indemnity noted in the schedule of indemnity limits for loss of or damage to permanent fixtures temporarily removed from the building for repair or restoration, excluding damages to or loss incurred during the process of removal, provided that such items are not removed for a period exceeding 60 days.





The Additions & Extensions of cover from 22 to 23 are limited to the maximum indemnity noted in the schedule. The policy excesses apply to each and every claim.

22. Buying a New Home

If you are buying a new home within the Republic of South Africa during the period of insurance, we will automatically cover the buildings at the new address whilst you arrange insurance, provided that:

- a. this cover only applies to loss or damage caused by fire;
- b. the maximum indemnity is limited to the sum insured of your existing dwelling as covered under this section of the policy;
- c. there is no other insurance in place covering the new buildings;
- d. the cover remains in place only until you arrange insurance but subject to a maximum period of 60 days from signature of the offer of purchase;
- e. the new home is subsequently insured with us.

23. Subsidence (if noted in the schedule as included)

We will pay the reasonable replacement or repair costs for damage to the building caused by subsidence or heave of the land supporting the building or landslip provided such loss or damage is not caused by or does not arise from:

- a. excavations on or under land other than mining operations;
- b. alterations, additions or repairs to the building;
- c. the compaction of infill;
- d. defective design, materials or workmanship;
- e. settlement;
- f. shrinkage or expansion of the building.

We will not be liable for:

- a. loss of or damage to solid floor slabs or any other part of the building resulting from the movement of such slabs, unless the foundations supporting the external walls of the building are damaged by the same cause at the same time;
- b. loss of or damage to swimming pools, tennis courts, patios, terraces, driveways, paving, paths, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences unless the main building is damaged by the same cause at the same time;
- c. work necessary to prevent further loss or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the building and any subsequent additions thereto.
- d. damage caused as a result of the contraction and/or expansion of active soils due to the moisture or water content of such active soil as is experienced in clay and other similar types of ground;

SPECIFIC EXCLUSIONS

THE FOLLOWING EXCLUSIONS APPLY UNLESS COVER IS SPECIFICALLY INCLUDED BY ANY EXTENSION UNDER SECTION 2 HOUSEOWNERS (BUILDINGS) ADDITIONAL & EXTENSIONS OF COVER WHEREUPON THE PROVISOS, TERMS, LIMITS INDICATED IN THE ADDITIONS & EXTENSIONS OF COVER WILL APPLY.

We will not be liable for:

- i. Loss or damage caused by, or consisting of:
 - a. mechanical breakdown, mechanical derangement, wear and tear, gradual deterioration, the use of unsuitable or defective materials or parts, rust or oxidation, decay, moth, vermin or insects, normal settlement, warping or shrinkage, rot, fungus, mould or infestation;
 - b. weeds or roots;
 - c. dryness or humidity, being exposed to light or extreme temperatures (unless the loss is caused by fire damage);
 - d. chewing scratching, tearing, denting, vomiting or fouling by your pets;
 - e. chipping, scratches, disfiguration or discolouration;
 - f. demolition, alteration, repair or any similar work on the buildings;
 - g. pollution or contamination;
 - h. anything which happens gradually, including smoke and rising damp, a rise in the underground water table, acid mine water;





- i. coastal or river erosion;
- j. subsidence, landslip or ground heave unless noted in the schedule as included.
- ii. misuse, abuse, defective workmanship, faulty design;
- iii. damage caused by theft, attempted theft, vandalism and malicious acts unless all security requirements endorsed on the schedule are fully complied with;
- iv. the cost of maintenance, redecoration or refurbishment;
- v. damage resulting from any building works and/or faulty construction;
- vi. electronic or electrical faults or breakdown;
- vii. failure of items within the manufacturer's warranty period, or items more specifically insured;
- viii. loss or damage by theft or misappropriation by your tenant or subtenant or by family or servants of such tenant or subtenant;
- ix. the first R 5 000 for any loss or damage arising from theft or attempted theft, malicious damage or the escape of water when the building is unoccupied;
- x. loss or damage caused by storm, wind, water hail or snow during renovations, additions or extensions to the extent that such loss or damage is attributable or made more severe by the renovations, additions or extension;
- xi. any structure which is not erected in accordance with building regulations applicable at the time
- xii. loss or damage caused by cleaning, repairing or restoring by any manner or method;
- xiii. loss or damage to non-standard construction unless it has been agreed in writing by us;
- xiv. loss or damage caused by acts of nature either causing or contributing to the damage of unroofed or partially roofed structures.
- xv. additional costs resulting from the unavailability of matching materials;
- xvi. cracking or collapse of the building unless caused by fire, explosion, earthquake, malicious damage, special perils
- xvii. depreciation
- xviii. loss or damage caused by inadequate compaction of infill or construction;
- xix. damage, which existed prior to the commencement of the policy;
- xx. loss or damage caused by removal or weakening of support to any building;
- xxi. loss or damage caused by excavations on or under land other than mining operations;
- xxii. loss or damage caused by contraction and/or expansion of active soils (heave or shrinkage) due to the moisture or water content of such active soil as is experienced in clay and other similar types of ground;
- xxiii. loss or damage covered by any manufacturer's guarantee, purchase agreement or service contract.
- xxiv. breakage of glass and sanitary ware while the building is unoccupied..
- xxv. an amount greater than the limit shown on the schedule of indemnity limits for damage to geysers
- xxvi. an amount greater than R100 000 (One Hundred Thousand Rand) for Accidental Damage.





DEFINITIONS

For definitions refer to General Definitions

INDEMNITY

We will indemnify you against loss of or damage to your property whilst in the private residence or outbuilding or whilst temporarily removed anywhere in the Republic of South Africa, provided that such property is secured in a building which has security measures in place, at least as good as those at the risk address noted in the schedule.

The indemnity is subject to the prior payment or deduction of any applicable excess noted in the schedule.

Provided that our liability shall not exceed the limits specified under the Special Extensions below or the Contents sum insured shown in the policy schedule whichever is the lesser.

Basis of Indemnity

We will at our own option restore, repair, replace or pay in cash subject to payment of or deduction of any First amount Payable noted in the schedule. The amount payable will be the current replacement cost up to the maximum indemnity noted in the schedule.

If at the time of loss or damage the cost of replacing the property insured as new is greater than the maximum indemnity noted in the schedule, you will be your own insurer for the difference and average will be applied.

Pairs and Sets

If any part of a pair, set or collection is lost or damaged, we will not pay any more than the value of the part which is lost or damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, set or collection.

Inflation

The maximum indemnity will be increased automatically by 0.5% (percent) each month to counter the effect of inflation. No additional premium will be charged during the period of insurance. Your premium will be recalculated on the adjusted maximum indemnity at the policy anniversary date. This does not relieve you of your responsibility to ensure that the sums insured represent the full value of the property at all times.

EXTENSIONS OF COVER

Extensions of cover 1 to 25 are limited in aggregate to 25% of the maximum indemnity noted in the schedule. The policy excess does not apply but any voluntary excess elected by you applies first to each and every claim.

1. Alternative Accommodation and Loss of Rent

We will pay up to the maximum indemnity noted in the schedule of indemnity limits for your reasonable and necessary costs of alternative accommodation which we have agreed in advance whilst your private residence cannot be lived in owing to a loss or damage that we have agreed to indemnify you for under this section, provided that:

- a. the maximum period that we will cover is 2 years;
- b. the cover includes reasonable accommodation for your domestic pets;
- c. the cover includes loss of actual rental which you would have earned but for the loss;
- d. but excludes costs recoverable under any other policy of insurance.

2. Average Protector Benefit (if noted in the schedule as included)

Notwithstanding anything to the contrary under the Basis of Indemnity above in the event of a loss we will waive the application of average, provided that:

- a. A professional valuation has been carried out and ;
- b. you have adjusted the maximum level of indemnity of your contents in line with the valuation findings prior to any loss and annually thereafter in line with inflation;
- c. the amount that you are underinsured by, is less than 10 percent of the maximum level of indemnity;
- d. our waiver is limited to the amount noted in the schedule.

3. Bank Cards and Money

We will indemnify you against loss of or damage to money, or loss resulting from the theft of your bank cards, provided that:

- a. the loss or damage or theft occurred from a locked safe at the private residence;
- b. loss or damage arising out of theft or attempted theft is accompanied by forcible and violent entry;
- c. the maximum indemnity is limited to the amount noted in the schedule of indemnity limits per calendar year;
- d. you have complied with all the terms under which your bank cards were issued;
- e. there is no indemnity available under any other policy of insurance.

4. Business Contents

We will indemnify you up to the amount noted in the schedule of indemnity limits for loss of or damage to your business contents kept at the risk address subject to the maximum indemnity noted in the schedule, provided that:





- a. loss or damage arising out of theft or attempted theft is accompanied by forcible and violent entry;
- b. there is no indemnity available under any other policy of insurance.

5. Extended Business Contents (if noted in the schedule as included)

We will indemnify you up to the amounts noted in the schedule of indemnity limits for loss of or damage to your:

- a. trading stock and samples;
- b. business equipment;
- c. data.

Provided that:

- i. loss of or damage to stock and samples and office equipment is limited to the perils of fire, flood, water, theft and lightning damage;
- ii. theft cover is subject to the security requirements applicable to the underlying policy and theft must be accompanied by forcible and violent entry;
- iii. cover for data is limited to reinstatement.

6. Clearance Costs

We will indemnify you up to the amount noted in the schedule of indemnity limits for the reasonable costs incurred in the removal of debris from the risk address following loss or damage insured.

7. Data and Documents

We will pay the reasonable costs incurred up to the amount noted in the schedule of indemnity limits:

- a. to reconstitute your private data on your private computer which you are unable to recover due to it being lost or damaged as a direct result of an occurrence which is covered by this policy;
- b. to replace lost or damaged deeds, bonds, securities and private legal documents, provided that we will only be liable for the value of materials and the cost of labour in reinstating the documents and data or obtaining duplicates and not for the value to you of the content.

8. Fire-fighting

We will pay up to the amount noted in the schedule of indemnity limits for the cost of fire extinguishing to prevent or extinguish fire damage to the contents.

9. Fridge and Freezer Contents

We will pay up to the amount noted in the schedule of indemnity limits for the costs incurred to replace the food and drink in your domestic fridge or freezer which has spoiled provided that the food and drink has spoiled owing to:

- a. accidental breakdown or failure of the fridge or freezer;
- b. accidental failure of the public power supply to the buildings.

10. Garden Furniture and Outdoor Items

We will indemnify you against loss or damage to your outdoor and garden items (including automatic swimming pool equipment) whilst in the garden of the risk address subject to the maximum indemnity noted in the schedule of indemnity limits.

11. Gifts

We will indemnify up to the amount noted in the schedule of indemnity limits for the reasonable costs (purchase price) incurred to replace or repair damaged or lost gifts stored at the risk address for a period of 30 days before or after an anniversary, engagement, wedding, birthday or religious celebration.

12. Guests and Domestic Staff

We will indemnify you against loss or damage to the property of guests temporarily residing with you or domestic staff permanently residing at the risk address, provided that:

- a. the maximum indemnity is limited to the amount noted in the schedule of indemnity limits;
- b. indemnity under any other policy of insurance is excluded;
- c. an additional excess of R 2 500 applies;
- d. the loss or damage occurs at the risk address;
- e. this cover does not extend to jewellery, watches, money or bank cards;
- f. loss or damage arising out of theft or attempted theft must be accompanied by forcible and violent entry.

13. Hole-in-One

We will pay you the amount noted in the schedule of indemnity limits in the event that you achieve a hole-in-one, provided that:

- a. the hole-in-one is scored at a recognised golf-course during a match played within the official rules of golf;





- b. written confirmation is obtained from the secretary of the golf club.

14. Identity Theft

We will indemnify you for legal costs and legal expenses incurred by you in connection with the unauthorised or illegal use of your personal information, identity documents, passports or driver's license by a third party that leads to real and quantifiable prejudice and results in legal liability or financial loss, provided that:

- a. the maximum indemnity is limited to the amount noted in the schedule of indemnity limits per calendar year;
- b. you must notify your bank or financial institution within 24 hours of discovering the theft and provide us with a copy of such notification;
- c. we must be informed of and agree to beforehand, any legal costs and expenses we might be liable to pay under this section.

We will not be liable for identity theft caused:

- i. by your own negligence;
- ii. by family members or persons resident at the risk address;
- iv. by or in connection with your profession or business.

15. Locks, Keys and Remote Controls

We will pay up to the maximum indemnity noted in the schedule of indemnity limits for the costs reasonably and necessarily incurred as a direct result of any keys and locks for the private residence occupied by you being lost or damaged.

16. Laundry

We will indemnify you against loss of or damage to your clothing on a washing line subject to the maximum indemnity noted in the schedule of indemnity limits.

17. Loss of Water by Leakage

We will pay up to the maximum indemnity noted in the schedule of indemnity limits for additional metered water charges owing to leakage or bursts for which you are legally responsible, provided that:

- a. you take immediate steps to repair the pipes affected upon discovery of a leak (by physical evidence or on receipt of an abnormally high water account);
- b. the meter reading is at least 50% more than the average reading of the four readings preceding it;
- c. leaking taps, geysers, toilet systems and swimming pools are excluded;
- d. the risk address hasn't been unoccupied for more than 60 consecutive days.
- e. A claim has not been lodged against any other policy or section.

18. Marquee Hire

We will insure a marquee and its associated lighting, heating and furnishings that you hire temporarily against physical loss or physical damage, provided that:

- a. the loss is not covered by another policy of insurance;
- b. the cover only applies whilst it is at the risk address;
- c. an additional excess of R 2 500 applies;
- d. the maximum indemnity is limited to the amount noted in the schedule of indemnity limits;
- e. The exclusions applicable to the insured property apply to this extension.

19. Mechanical and Electrical Breakdown

We will compensate you up to the amount noted in the schedule of indemnity limits for sudden and unforeseen breakdown of your insured property while it is at the private residence.

We will not be liable for:

- i. depreciation;
- ii. gradual causes such as wear and tear, rust, mildew, corrosion, decay, gradual deterioration, the use of unsuitable or defective materials or parts;
- iii. loss or damage caused by lack of maintenance;
- iv. loss or damage caused by household pests (such as rodents, ants and moths);
- v. loss or damage caused by cleaning, repairing or restoring by any manner or method;
- vi. loss or damage to any tools, gardening implements or garden furniture;
- vii. loss or damage to any automatic pool cleaning equipment;
- viii. loss or damage to any to any portable computer equipment or cellular devices;
- ix. loss or damage to any data or telecommunication equipment or apparatus;
- x. items which are covered by a manufacturer's guarantee, purchase agreement or service contract.





20. New Possessions

We will allow an increase in the maximum indemnity for newly purchased property, provided that:

- a. the maximum indemnity is limited to the amount noted in the schedule of indemnity limits;
- b. you notify us within 30 days of purchase;
- c. you pay us any additional premium due.

21. Security Guards

We will pay up to the maximum indemnity noted in the schedule of indemnity limits for the costs you reasonably and necessarily incur in employing a security guard following loss or damage caused by an occurrence.

22. Students, Scholars and Parents Property

We will indemnify you up to the amount noted in the schedule of indemnity limits against loss of or damage to your property whilst at a boarding school, college, university or other student accommodation, or whilst at a nursing home, including transit there and back, provided that:

- a. loss or damage arising out of theft or attempted theft must be accompanied by forcible and violent entry;
- b. the items are not more specifically insured elsewhere.
- c. property is removed and taken home during holiday periods

23. Swimming Pool and Borehole Machinery

We will indemnify you as tenant and not owner for loss or damage to plant and machinery of saunas, spas, swimming pools and domestic boreholes, installed at the risk address, as a result of accidental external causes or electrical or mechanical derangement or breakdown; but excluding:

- i. loss or damage caused by wear and tear, gradual deterioration;
- ii. rust;
- iii. automatic swimming pool cleaning equipment or windmills.

24. Veterinary Expenses

We will pay up to the maximum indemnity noted in the schedule of indemnity limits for veterinary expenses related to the treatment of any domestic animal that is owned by you if it is injured in a road accident.

25. Transport of shopping

We will pay you an amount up to the limit shown on the schedule of indemnity limits for loss of or damage to groceries and household goods while you transport these by any vehicle between the place of purchase and your risk address;

Provided that:-

Theft from any vehicle is conditional upon the contents being contained in a securely locked vehicle and there is visible, forcible and violent entry into the vehicle or the vehicle is housed in a securely locked building and entry to or exit is accompanied by forcible and violent entry.

Extensions of cover 23 and 24 are limited in aggregate to the maximum indemnity noted in the schedule

26. Storage and Removal

We will pay for:

- (a) Loss or damage for theft, collision or overturning of the conveying vehicle when transported by a furniture removal contractor when you are permanently moving to a different risk address and/or to a registered furniture storage facility provided that:
 - (i) reasonable steps have been take to safeguard each item;
 - (ii) storage and transit is within the Republic of South Africa;
 - (iii) storage will be for a maximum period of 21 days
- (b) Loss or damage for fire, lightning or explosion while being transported;
- (c) Loss or damage for theft whilst in transit between the place of purchase, repair or renovation and your risk address, or whilst being transported to or from any bank or safe deposit;

27. Subsidence (if noted in the schedule as included)

We will pay the reasonable replacement or repair costs of the contents resulting from damage to the building caused by subsidence or heave of the land supporting the private building or landslip, provided that such loss or damage is not caused by and/or does not arise from:

- i. excavations;
- ii. alterations, additions or repairs to the building;
- iii. the compaction of infill;
- iv. defective design, materials or workmanship;
- v. settlement, which is the movement of a site due to the application of superimposed loading from a building;





- vi. shrinkage or expansion of the building.

SPECIFIC EXCLUSIONS

THE FOLLOWING EXCLUSIONS APPLY UNLESS COVER IS SPECIFICALLY INCLUDED BY ANY EXTENSION UNDER CONTENTS EXTENSIONS OF COVER WHEREUPON THE PROVISOS, TERMS, LIMITS INDICATED IN THE ADDITIONS & EXTENSIONS OF COVER WILL APPLY.

We are not liable for;

1. loss of or damage or injury to animals;
2. loss of or damage to property
 - (i) in the open, unless the property is designed to exist in the open;
 - (ii) arising from any process necessarily involving the use or application of water and/or heat;
3. loss or damage ;
 - (i) to contents in a storage depot or a bank safe deposit, or
 - (ii) to contents in any building not being in the insured dwelling;
 - (iii) of money, conversion and other bonds;
4. musical instruments by scratching, bruising, breakage of strings or reeds and splitting of skins;
5. watches and clocks damaged by over-winding mechanical apparatus;
6. consequential loss of any nature.
7. Theft or attempted theft, malicious damage if the home is unoccupied for longer than sixty (60) consecutive days (occupation of staff quarters by domestic employees does not constitute occupancy).
8. loss or damage caused by or comprising of the following:
 - (i) construction, alteration or repairs, or materials;
 - (ii) where loss or damage results from or is contributed to because a structure is unroofed or partially roofed.
 - (iii) any additional costs resulting from the unavailability of matching materials;
 - (iv) loss or damage caused, sustained or incurred beyond the territorial limits;
 - (v) accidental erasure, viruses, incorrect entry or the inadvertent cancellation or corruption of data;
 - (vi) leaking of water
9. items used for business or professional purposes;
10. paintings, works of art/fine art articles/items or sets with an item/article value in excess of R50 000;
11. tools, gardening implements, garden furniture;
12. automatic swimming pool cleaning equipment;
13. contents of refrigerators or freezers;
14. the cost of reproduction or repair of data of any kind;

We will not be liable for:

- i. loss or damage caused by, or consisting of:
 - a. mechanical breakdown, electrical or electronic breakdown, wear and tear, gradual deterioration, depreciation, the use of unsuitable or defective materials or parts;
 - b. inherent defect, defective design, defective workmanship;
 - c. lack of maintenance, misuse, abuse or deliberate acts by you;
 - d. alteration, cleaning, renovation, repair, restoration, re-framing or similar process;
 - e. rust or oxidation, corrosion, moth, vermin or insects, dust, normal settlement, warping or shrinkage, rot, fungus, mould, mildew or infestation;
 - f. weeds or roots;
 - g. dryness or humidity, being exposed to light or extreme temperatures (unless the loss is caused by fire damage) or atmospheric conditions;
 - h. chewing scratching, tearing, denting, vomiting or fouling by your pets;
 - i. chipping, scratches, denting, disfiguration or discolouration,;
 - j. pollution or contamination;
 - k. anything which happens gradually, including smoke, dust and rising damp, rise in the underground water table;
 - l. coastal or river erosion;
 - m. subsidence, landslip or ground heave unless noted in the schedule as included.
- ii. loss or damage which, but for the existence of this insurance, would have been compensated for under any contract, legislation, guarantee or insurance;
- iii. failure of items within their manufacturer's warranty period;
- iv. damage resulting from any building works;
- v. loss of or damage to:
 - a. any motorised wheelchair, golf trolley, golf buggy, motorised scooter or sit-in toy or miniature vehicle being used in circumstances where any road traffic legislation applies;





- b. any motorcycle, quad bike, motorised tri-cycle;
- c. motor vehicles, caravans and trailers, including its fitted accessories, air or watercraft (not a surfboard or paddle ski) and its equipment;
- d. parachutes, para-gliders and hang-gliders.
- vi. loss or damage caused by theft, attempted theft, vandalism or malicious acts unless all security requirements endorsed on the schedule are fully complied with;
- vii. loss or damage by theft or misappropriation by your tenant or subtenant or by family or servants of such tenant or subtenant;
- viii. loss of or damage to firearms or guns unless stored in a gun safe when not being carried on the person or the residence physically occupied or more specifically insured
- ix. loss or damage caused by bursting of incorrect or overcharged ammunition in firearms or guns;
- x. loss or damage to property insured elsewhere; loss of or damage to property more specifically insured
- xi. loss or damage to stamps, coins or collectables caused by:
 - a. fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness or temperature extremes;
 - b. handling or being worked on;
 - c. the process of repair, restoration or whilst being retouched;
 - d. use other than its use as a collectable;
 - e. the disappearance of an individual stamp, coin or other collectable item that is insured as part of a collection unless it is mounted in a volume and the page is also lost;
- xii. loss of or damage to any precious metals and/or stones, watch or article of jewellery with an item value in excess of R20 000 unless a professional valuation issued and dated prior to the loss or damage is submitted to us on request.

BURGLAR ALARM WARRANTY

The following burglar alarm warranty is applicable if,

- (a) theft cover is conditional upon an alarm being fitted, or
- (b) a discount has been allowed off the premium for the fitting of such an alarm,
- (c) it is indicated on the policy schedule that the burglary alarm warranty is applicable.

It is a condition precedent to liability that the burglar alarm be professionally installed and supported by an armed response reaction unit to cover the dwelling (as defined), and it is warranted that:

- (a) the burglar alarm installed will be made fully operative while the dwelling is unoccupied. (For the purposes of this warranty the presence of a domestic worker on the insured premises who has not been given full authority by you to activate or de-activate the alarm system and enter and exit that portion of the premises that is protected by such an alarm system, will not be regarded as being occupied);
- (b) loss of or damage to the property, following upon the use of keys, the key pad code or remote control of the burglar alarm or a duplicate thereof belonging to you, unless such keys, keypad code or remote control was obtained by violence or threat of violence to the valid holder thereof (yourself);
- (c) the burglar alarm will be maintained in proper working order. However, you are deemed to have discharged your liability if you have fulfilled your obligations under a maintenance contract with the installation/service company of the alarm system; and
- (d) a valid and current contract is in force with the alarm service provider, including response by a reaction unit.

If the installed alarm is an approved, certified burglar alarm, we are entitled to request full information of the relevant activating and de-activating log in the event of a claim.

OR

Where the installed alarm is not an approved, certified burglar alarm, the

- (a) said alarm must be a dual monitoring alarm. (For the purposes of this requirement, dual monitoring means that once the alarm is triggered, a signal will be transmitted by two different methods to the control room of the company monitoring the alarm);
- (b) contract for the said alarm must include an armed reaction unit's services; and
- (c) control panel must display an event log, and the activating and de-activating of the alarm should be logged, and in the event of a claim, we are entitled to request full information of the relevant log.





This cover is only available if Contents insurance in terms of Section 2 of the Policy is also in force.

DEFINITIONS

For this section:

- a) **Personal Effects** means property normally worn or designed to be carried on or by a person solely for private purposes owned by you or for which you are legally responsible. Money up to an amount of R3 000.
- b) **Specified All Risks** Item means any item specifically described in the policy schedule and where applicable the make, model and IMEI and/or serial number is recorded:
- c) **Unspecified All Risks** Item means any personal effect, sporting equipment and/or bicycle used for private purposes with a value equal to or less than the amount noted in the schedule, but excluding the items defined as Specified All Risk items.

INDEMNITY

We will indemnify you against loss or damage not excluded by the Specific Exclusions anywhere in the world for items defined as Specified or Unspecified All Risk Items.

The indemnity is subject to the prior payment or deduction of any applicable excess noted in the schedule.

Basis of Indemnity

We will at our own option restore, repair, replace or pay in cash. The amount payable will be the current replacement cost up to the maximum indemnity noted in the schedule.

Items defined as Specified All Risk Items shall only be insured under this section if such items have been specified on the schedule and the required additional premium has been paid.

Items defined in the General Definitions as Unspecified All Risk Items are insured under this section up to the amount noted in the schedule.

Pairs and Sets

If any part of a pair, set or collection is lost or damaged, we will not pay any more than the value of the part which is lost or damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, set or collection.

Reinstatement of Specified Items

If any item stated in the schedule is subject to a total loss, the lost or damaged item will be deleted from the schedule. The onus is upon you to advise us to insure the replaced item with a new description of the item.

Bank Vault Extension

If cover indicated against an item on the schedule is noted as kept in a bank vault, the insurance only applies whilst the item is contained in a safe deposit at a registered bank, provided that:

- a. we will also indemnify up to 25% of the amount noted in the schedule for loss of or damage to jewellery and watches whilst such item is temporarily removed from the bank vault for a maximum of 21 days for the purposes of being worn.

SPECIFIC EXCLUSIONS

We will not be liable for:

- i. loss or damage caused by or consisting of:
 - a. mechanical breakdown, wear and tear, gradual deterioration, the use of unsuitable or defective materials or parts;
 - b. inherent defect, defective design, defective workmanship;
 - c. misuse or deliberate acts by you;
 - d. alteration, cleaning, renovation, repair, restoration, re-framing or similar process;
 - e. rust or oxidation, corrosion, moth, vermin or insects, normal settlement, warping or shrinkage, rot, fungus, mould, rising damp or infestation;
 - f. weeds or roots;
 - g. dryness or humidity, being exposed to light or extreme temperatures (unless the loss is caused by fire damage);
 - h. chipping, scratches, disfiguration or discolouration;
 - i. pollution or contamination;
 - j. anything which happens gradually, including smoke and rising damp.





- ii. loss of any item from an unoccupied motor vehicle unless the belongings are out of sight in a locked boot or compartment that form part of a locked vehicle and there is visible signs of forcible and violent entry into the vehicle. If the vehicle does not have a boot or compartment that locks you will be responsible for an additional excess of R1 000 in the event of a loss. Where there is no signs of visible forcible and violent entry into the vehicle you will be responsible for an additional excess of R1 000 and the cover will be limited to R10 000;
- iii. theft of items from an unattended tent, trailer or caravan unless there is forcible and violent entry;
- iv. loss or damage which, but for the existence of this insurance, would have been compensated for under any contract, legislation, guarantee or insurance;
- v. failure of items within their manufacturer's warranty period;
- vi. damage resulting from any building works;
- vii. loss of or damage to:
 - a. any motorised wheelchair, golf trolley, golf buggy, motorised scooter or sit-in toy or miniature vehicle being used in circumstances where any road traffic legislation applies;
 - b. any motor vehicle, motorcycle, quad bike.
- viii. loss of or damage to firearms or guns unless stored in a gun safe when not being carried on the person;
- ix. loss or damage caused to any firearm, gun by bursting of incorrect or overcharged ammunition in the firearm or gun;
- x. loss or damage to property more specifically insured by any other insurance;
- xi. loss or damage to stamps, coins or collectables caused by:
 - a. fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness or temperature extremes;
 - b. handling or being worked on;
 - c. the process of repair, restoration or whilst being retouched;
 - d. use other than use as a collectable;
 - e. the disappearance of an individual stamp, coin or other collectable item that is insured as part of a collection unless it is mounted in a volume and the page is also lost.
- xii. loss of or damage to any watch or article of jewellery in excess of R20 000 unless a professional valuation dated prior to the loss or damage is submitted.





DEFINITIONS

For this section **property insured** means electronic data processing equipment and other related accessories described in the schedule that belong to you in your personal capacity.

COVER PROVIDED

1. Our indemnity to you
 - 1.1 If the property insured is damaged and can be repaired by an approved repairer, we pay for the cost of repair, less the First Amount Payable, or the insured amount, less the First Amount Payable, whichever is the lesser.
 - 1.2 If the property insured is stolen and not recovered, or lost or damaged beyond economic repair, the basis of indemnification will be the cost of replacing a new item of the same or a similar model or of equal performance and/or capacity, or if such be impossible, its replacement by new property having the nearest equivalent performance and/or capacity to the property lost or damaged, less the First Amount Payable, but limited to the insured amount, less the First Amount Payable, whichever is the lesser, provided that if
 - 1.2.1 you are unwilling or unable to replace the property insured or fail to replace it within 6 (six) consecutive months of the date of loss or damage, the amount payable will be the market value of the property insured immediately before the loss or damage, or
 - 1.2.2 if, at the time of loss or damage, the replacement value of the property insured as new exceeds the insured amount, you will be your own insurer for the difference and bear a rateable proportion of the loss or damage.

2. INSURED EVENTS

2.1 Material damage:

Physical loss of or damage to the property insured described in the schedule, arising from any cause not specifically excluded.

2.2 Recompile of data:

Costs and expenses necessarily and reasonably incurred in the recompile of data and/or programmes recorded on data storage media that is lost as a result of accidental erasure or theft of the hardware.

3. SPECIAL EXCLUSIONS

We are not liable for:

- 3.1 In respect of material damage:
 - 3.1.1 loss or damage provided for in terms of any guarantee, maintenance and/or lease arrangement;
 - 3.1.2 loss or damage caused
 - 3.1.2.1 by vermin, moths or gradually operating causes;
 - 3.1.2.2 during any process of cleaning or upgrading;
 - 3.1.2.3 by confiscation or detention by any process of law, or
 - 3.1.2.4 by wear and tear, development of poor contacts, scratching of painted or polished surfaces;
 - 3.1.3 parts having a short life such as (but not limited to) cathode ray tubes, bulbs, fuses or disposable buffer circuits. If such parts are damaged as a result of damage to other parts, we will indemnify you for the residual value of these parts;
 - 3.1.4 property insured lost from an unattended motor vehicle, unless
 - 3.1.4.1 it was concealed in a locked boot or compartment forming part of a locked vehicle, accompanied by violent and forcible entry to the vehicle, or
 - 3.1.4.2 if there is violent and forcible entry to the vehicle, and you bear the first 20% (minimum R250) of any claim;
 - 3.1.5 loss of use or other consequential loss, damage or liability of any nature whatsoever, or
 - 3.1.6 the First Amount Payable shown in the schedule of any claim. This exclusion does not apply if you are liable for the first 20% (minimum R250) in terms of 3.1.4.2 above.





- 3.2 In respect of recompilation of data:
- 3.2.1 accidental erasure caused by programme errors, viruses, incorrect entry or the inadvertent cancellation or corruption of data;
 - 3.2.2 more than R5 000 for any one event or series of events arising from one event,
 - 3.2.3 the First Amount Payable shown in the schedule.





INDEMNITY

We will indemnify you for your legal liability to third parties for:

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

We will pay the indemnity, regardless of where in the world the event takes place.

The indemnity includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

The maximum indemnity is limited to the amount shown in the schedule for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.

EXTENSIONS OF COVER

Personal Legal Liability for Wrongful Arrest

We will indemnify you up to the limit shown in the schedule of indemnity limits for your legal liability to any person resulting from the wrongful arrest or frisking of a person, including assault related to the wrongful arrest or frisking.

The indemnity includes all legal and other costs we agree to in writing.

We will indemnify you up to the amount shown in the schedule for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.

Credit, Debit Cards and SIM cards (such as a card for use in cellular communication devices)

We will indemnify you up to the limit shown in the schedule of indemnity limits for your legal liability because of the unlawful use of your credit, debit or SIM cards by a person not related to you and which is not covered under any other insurance or section of this policy. To receive indemnity, a registered financial services provider, merchant or cell phone provider must have officially issued the credit-, purchase or SIM cards in your name and you must have complied with all the terms of the issued cards.

The indemnity includes all legal and other costs we agree to in writing.

Personal Legal Liability to Domestic Employees

We will indemnify you for your legal liability due to the accidental death of, or bodily injury to, your domestic employees that arises from and in the course of their employment and whilst on the insured premises

The indemnity includes all legal and other costs we agree to in writing.

We will indemnify you up to the amount shown in the schedule of indemnity limits for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.

Specific Exclusion xv below does not apply to this indemnity.

Personal Legal Liability for your business activities conducted from home (If stated in the schedule to be included)

We will indemnify you in total up to an amount of R1 000 000 any one event or series of events during any 12 consecutive months from the anniversary, renewal or anniversary date for your legal liability to third parties resulting from your business activities at home provided that our liability will be limited to the general and tenants liability of your business activities at home.

We will not be liable your business, trade or professional, products or defective workmanship liability or for work away from your home.

Tenant's Liability

We will indemnify you for your legal liability for amounts that you as a tenant of a building must pay as indemnity to the owner of the building due to loss of or damage to the buildings and/or fixtures or fittings in it, directly caused by any of the following:

- a. storm, water, hail or snow;
- b. theft or attempted theft;
- c. fire or explosion;
- d. breakage of glass, mirrors or sanitary ware not including chipping, scratching or disfiguration;
- e. damage to supply connections between the public supply and the buildings;
- f. collision by animals or vehicles;
- g. loss of or damage to keys, locks and remote control units.

The indemnity includes all legal and other costs we agree to in writing.

We will indemnify you up to the amount shown in the schedule for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.

Security Companies

We will indemnify you for your legal liability to any person for amounts that you must pay as indemnity in terms of a written contract with any security company or armed response service for property insured under the "Houseowners" or "Household Contents" Sections of this policy.

Specific Exclusion vi below does not apply to this indemnity.

SPECIFIC EXCLUSIONS

Unless specifically shown otherwise in the schedule, we will not indemnify you for legal liabilities relating to:





- i. legal costs and expenses incurred after the date we paid or offered to pay the full amount of the claim, or a lesser amount that we believe the claim can be settled for, or the maximum amount for which we are liable;
- ii. liability to any person who is a member of your family or household;
- iii. your business, trade or occupation;
- iv. your ownership, possession or occupation of land, buildings or structures. This exclusion does not apply if the property is a building or structure and the contents or building is covered by this policy;
- v. any building activity;
- vi. liability assumed by you by agreement and which would not have existed in the absence of the agreement;
- vii. vibration or the removal or weakening of or interference with the support of land, buildings or property;
- viii. the ownership, possession, use or handling of vehicles (including trailers and caravans), watercraft, pleasurecraft, aircraft or other aerial devices;
- ix. liability caused by or arising from your ownership or possession or use of lifts or mechanically propelled vehicles or trailers other than pedestrian controlled lawn mowers;
- x. the ownership, possession, use or handling of firearms, air guns or animals (other than domesticated animals);
- xi. fines, penalties or punitive damages;
- xii. any gradual cause which does not result from a sudden and identifiable event;
- xiii. non-compliance by you or your legal representative with the terms of this policy;
- xiv. accidental loss of or damage to property you or any person in your service owns, rents, borrows, keeps in trust, or has control or custody of;
- xv. accidental death of, bodily injury to or illness of you or any person in your service or employment if the liability results from their service or employment;
- xvi. compensation for damages in respect of judgements awarded in the first instance outside the jurisdiction of the Republic of South Africa; including costs and expenses of such litigation;
- xvii. liability for punitive, exemplary or vindictive damages, fines or penalties awarded in any court;
- xviii. liability caused by arising from seepage, pollution or contamination or the cost of removing, nullifying or cleaning up seeping polluting or contamination.





DEFINITIONS

Underlying Insurance means an existing insurance policy, in force with

1. A registered South African, Namibian or Botswana insurer that covers one or more of the following:
 - Personal liability
 - Property owner's liability
 - Tenant's liability
 - Motor vehicle liability
 - Watercraft liability
2. Any insurer in the world that covers one or more of the following:
 - Motor vehicle liability
 - Watercraft liability
 - Property owner's liability,in respect of any motor vehicle hired, leased or owned by you or any watercraft or property owned by you, outside the Republic of South Africa, Namibia or Botswana.

DEFINED EVENTS

1. COMPREHENSIVE LEGAL LIABILITY

We indemnify you, up to the limit of indemnity stated in the schedule, against all amounts that you become legally liable to pay as damages arising from an event anywhere in the world, but not in respect of any judgement, award, payment or settlement made within countries that operate under the laws of the United States of America or Canada (or to any order issued anywhere in the world to enforce such judgement, award, payment or settlement, either in full or in part), during the period of insurance, to the extent that

- 1.1 such liability is not indemnifiable in terms of the insuring clause and/or insurable events clause and/or operative clause of any underlying insurance, or
- 1.2 such liability is not indemnifiable by reason of an exclusion in any underlying insurance, or
- 1.3 the amount of such liability exceeds the limit of the underlying insurance, and the underlying insurer has paid or admitted liability or has been held liable to pay the full amount of such a limit, which for purposes of this policy is deemed to be a minimum of R500 000, but R1 000 000 in respect of motor vehicle liability and/or watercraft liability.

2. LIMITS OF INDEMNITY

The amount payable, inclusive of any legal costs recoverable from you by a claimant or any number of claimants, and all other costs and expenses incurred with our consent for any one event or series of events with one original cause or source, does not exceed the limit of indemnity stated in the schedule.

SPECIFIC EXCLUSIONS

We will not indemnify you in respect of liability arising from

1. or in the course of your employment, business or profession, including but not limited to the sale of any goods or the rendering of any services for a fee, reward or any other consideration;
2. letting and/or hiring of any movable or immovable property or part(s) thereof for a fee, reward or any other consideration, or
3. for the first R5 000 of any claim in relation to property hired, leased or borrowed by you;
4. arising from reckless disregard by you of the possible consequences of your acts or omissions;
5. (i) of one insured to another, or
(ii) to any former insured in respect of an event during any period when such a former insured was an insured;
6. arising from loss of or damage to property to the extent that such liability is indemnifiable in terms of any other insurance policy;





7. arising from the ownership or use of any aircraft other than model aircraft and hang-gliders;
8. that is the subject of statutory or similar legislation controlling the use of motor vehicles or trailers, and in respect of which liability
 - (i) you are compelled to effect insurance or to furnish security, or
 - (ii) the state or other government body or authority has accepted responsibility;
9. for any claim in respect of motor vehicle liability, unless such liability is indemnifiable by any underlying insurance, other than any claim excluded solely by reason of any territorial limits;
10. for any claim in respect of watercraft liability,
 - (i) unless such liability is indemnifiable by any underlying insurance, other than any claim excluded solely by reason of any territorial limits, or
 - (ii) if the overall length of the watercraft exceeds 10.5 metres;
11. for loss of or damage to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in your care, custody or control;
12. arising from any dishonest, fraudulent or malicious conduct or any physical assault or seduction committed by you;
13. for payment of any fine or multiple punitive damages, or arising from liquidated damages and penalty clauses, or performance warranties, except to the extent that it can be proved that liability would have applied in the absence of such clauses or warranties;
14. for any debt;
15. for failing to pay alimony or any amounts, following upon a breach of promise;
16. arising from the purchase, sale or exchange of any movable or immovable property or your failure to comply with any obligations in relation thereto;
17. for the first R2 000 of any claim arising from the suspension or termination of employment of any domestic employee;
18. arising from any health condition directly or indirectly caused by or associated with Human Immune Deficiency Syndrome (HIV) or the mutants, derivatives or variations thereof, or in any way related to Acquired Immune Deficiency Syndrome (AIDS), or any syndrome or condition of a similar kind however it shall be named, or
19. directly or indirectly caused by or contributed to by or arising from the radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

SPECIFIC CONDITIONS

1. Indemnity granted by this section is conditional, provided that at the time of the event an underlying insurance policy is in force that provides substantial cover for the type of liability for which indemnity is sought hereunder, and upon you not having been in breach of the conditions of such an underlying insurance.
2. The laws and courts of the Republic of South Africa, Namibia and Botswana have exclusive jurisdiction in any dispute between us and you and will govern this section.
3. Written notice must be given to us as soon as possible of any event that may give rise to a claim in terms of this section, and you must furnish such further information as we may reasonably require. Every claim, writ, summons or process and all related documents must be forwarded to us as soon as possible. Inadvertent failure to give notice as aforesaid because you could not reasonably have anticipated that the event would give rise to a claim in terms of this section, will not be construed as a breach of this condition.
4. In respect of any claim not covered at least in part by an underlying insurance, we may take over and conduct the defence or settlement of any claim or prosecute on your behalf for our own benefit, and we have full discretion in the conduct of any proceedings and in the settlement of any claim. You must provide all necessary information and assistance as may be required by us.
5. The indemnity granted by this section in respect of seepage, pollution or contamination not caused by sudden, unforeseen, unintended and unexpected events is limited to R250 000 in the aggregate of any 12 (twelve) month period of insurance.
6. In the event of a claim for which we are liable for the maximum amount payable in respect of any item, the total amount of outstanding instalments for that item to the end of the current period of insurance will be deducted from the amount payable.
7. Payments in terms of this section must be made in the same currency as the premium payments.





8. In the case of any event, we may pay to you the maximum indemnity limit (but deducting any amount(s) already paid), or any lesser amount for which the claim(s) can be settled, and we will then accept no further liability in respect of such an event.
9. No admission, offer, promise or payment in relation to a claim in terms of this section may be made or given by or on your behalf without our written consent. You must take all reasonable steps to ensure that the underlying insurer(s) comply with this condition and cooperate with us in the defence and settlement of any claim that is indemnifiable by both an underlying insurance and this section, and in exercising any right of recourse (subrogation rights). The costs incurred in exercising such rights and any amounts recovered, will be apportioned to each party according to the amounts paid or payable in terms of the respective policies.





This cover is only available if Section 1 Houseowners or Section 2 Household Contents or Section 8 Motor insurance is also in force.

DEFINITIONS

For the purpose of this section;

1. You/your means the person in whose name this policy is issued and persons named on the policy schedule.
2. Death means death which occurs within 12 consecutive months from the date of the Defined Event.
3. Permanent Disablement means permanent total loss of use of or physical severance of parts of the body or loss of sight, hearing or speech as a result of a Defined Event.
4. Temporary Total Disablement means total incapacity of the person named in the schedule from engaging in or attending to any part of his/her usual occupation or business or in the event of the person named in the schedule does not have an occupation whilst necessarily confined to a hospital, nursing home or your residence and ceasing when the injury is healed or cured as far as reasonably possible notwithstanding any remaining disablement as a result of a Defined Event.
5. Medical expenses means expenses necessarily incurred for medical, surgical, dental or hospital treatment including emergency transportation and rescue charges as a result of accidental bodily injury in connection with a Defined Event.

DEFINED EVENT

Bodily injury caused within the period of this insurance by violent accidental external and visible means which directly solely and independently of any other cause results within 12 consecutive calendar months in death or disablement as herein defined.

COVER PROVIDED

1. PAYMENT OF COMPENSATION (Applicable to each person separately)

We will pay compensation if you sustain bodily injury,

- 1.1 by violent external and visible means as a direct result of an accident;
- 1.2 including injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly resulting from mishap, or
- 1.3 disappear in circumstances that satisfy us that you sustained injury to which this section applies and that such injury has resulted in your death, we will presume your death provided that if, after we have made payment hereunder in respect of your presumed death, you are found to be alive, such payment will be refunded to us; and
- 1.4 are the victim of a violent act of theft, hold-up, hijacking, rape or other unlawful assault that necessitates psychological treatment, up to 10% of the insured amount.

Repatriation costs: We will pay insured amount in respect of death and reasonable and necessary expenses for the repatriation of your mortal remains to your usual place of residence, up to an amount not exceeding R5 000.

2. **COMPENSATION**

- 2.1 If, within 12 (twelve) consecutive months from the date of the accident the injury causes death, we will pay for each person injured, the insured amount stated in the schedule.
- 2.2 If, within 12 (twelve) consecutive months from the date of the accident the injury causes permanent disablement, we will pay a percentage of the insured amount stated in the schedule, in accordance with the compensation table below, provided that
 - 2.2.1 if injury is not specified, we apply a percentage consistent with the compensation table below;
 - 2.2.2 compensation paid for permanent disablement will be deducted from compensation payable for death resulting from the same accident; and
 - 2.2.3 total compensation does not exceed the insured amount stated in the schedule.





COMPENSATION TABLE

<i>Description of injury</i>	<i>Percentage of the insured amount</i>
<i>Loss by separation at or above the wrist or ankle of one or more limbs (permanent total loss of use of a limb will be accepted as loss by separation) or the irrecoverable loss of sight in both eyes</i>	100%
Loss of:	
<i>speech</i>	75%
<i>four entire fingers on one hand</i>	75%
<i>entire thumb</i>	25%
<i>entire index finger</i>	15%
<i>any other entire finger</i>	6%
<i>all toes on one foot</i>	32%
<i>entire big toe</i>	4%
<i>any other entire toe</i>	3%
<i>hearing – both ears</i>	80%
<i>hearing – one ear</i>	20%

3. If, within 12 (twelve) consecutive months from the date of the accident the injury causes **Temporary Total Disablement**, we will pay the insured amount per week stated in the schedule but not exceeding the number of weeks indicated in the schedule.
4. Medical Expenses if medical, surgical, dental or hospital treatment including emergency transportation and rescue charges as a result of accidental bodily injury in connection with a Defined Event are incurred and the expenses are not covered by any other insurance or recoverable from any medical scheme or health insurance we will pay up to the insured amount shown on the policy schedule.

EXTENSIONS

1. **LIFE SUPPORT EQUIPMENT**
Notwithstanding anything contained in the defined events, the 12 (twelve) consecutive month period stated therein does not include any period(s) where the death of such a person is delayed solely by the use, for periods of not less than 3 (three) consecutive days, of life support equipment or apparatus.
2. **BEREAVEMENT EXPENSES**
In addition to the limit of compensation for death, we will pay you on behalf of such a person's immediate family, up to R5 000 in respect of bereavement expenses. In the event of such a person having no known immediate family, we are not obliged to make any payment under this extension.
3. **MOBILITY**
If we compensate such a person in respect of permanent total disablement, and as a direct result of that disability s/he is permanently dependent on a wheelchair for mobility, we will, in addition to any amount payable for permanent disability, contribute towards the purchase of a wheelchair and/or altering his/her dwelling to facilitate the use of such wheelchair provided that our liability for such costs resulting from an accident or series of accidents arising from one cause does not exceed R10 000 in respect of any one person.

SPECIFIC EXCLUSIONS

We will not be liable for any claim resulting from:

- i. your participation in:
 - a. any sport as a professional;
 - b. parachuting, skydiving, hang gliding, wrestling, boxing or martial arts;
 - c. racing, speed or endurance tests on or in power driven vehicles or craft;
 - d. flying other than as a passenger in a licensed passenger carrying aircraft piloted by a duly qualified person;
 - e. mountaineering where the use of ropes or a guide is necessary;
 - f. mining activities;
 - g. underground in tunnels





- h. attributable to working on an on or offshore drilling rig;
 - i. professional diving;
 - j. the manufacture or use of explosives.
 - k. big game hunting.
 - l. motorcycling, motor quad cycling or motor tri-cycling.
 - m. sport as a paid professional, polo on horseback, steeple chasing, winter sports involving snow or ice, ice hockey.
- ii. any physical infirmity, condition or disability which existed prior to inception of this section of the policy;
 - iii. your wilful misconduct or illegal act;
 - iv. your being under the influence of intoxicating liquor or drugs, or driving a vehicle whilst the concentration of alcohol in your blood or breath exceeds the statutory legal limit;
 - v. your suicide, attempted suicide or intentional self-injury;
 - vi. your sickness or disease of any nature;
 - vii. your pregnancy, childbirth, miscarriage, or any consequence thereof;
 - viii. your insanity, neurosis, or stress-related conditions;
 - ix. your participation in any riot, civil commotion, labour disturbance, strike or lockout or public disorder or any act or activity which is calculated or directed to bring these about;
 - x. any act which is calculated or directed to bring about destruction 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;
 - xi. your service in the military, naval, police, prisons or air service of any country;
 - xii. an accident which occurs when you are younger than 16 years of age or older than 75 years of age.
 - xiii. Your service as a member or acting member of the crew of for trade or technical operations connected with an aircraft or ship.
 - xiv. Travelling by any means in a War Zone, knowing it to be a War Zone or you ought to have been aware of any travel advisory issued or travel restrictions by authorities prior to entering any foreign country and/or if you remains in a country for more than 10 days after war or state of unrest has been declared by authorities.

AGE LIMIT

Cover will not be provided after your 75th birthday.





DEFINITIONS

For this section:

Agreed value means the value for which we agree to insure your vehicle without any adjustment for depreciation or appreciation and which value is stated in the policy schedule. The value must be determined and agreed at the commencement of each annual period of insurance. Agreed value will only apply to classic vehicles.

Fire and Explosion means damage caused as a result of fire or explosion.

Limited Kilometers/Mileage means the vehicle may only travel the distance specified in the schedule per year.

Nominated Driver means the licenced insured driver noted in the schedule and a mechanic carrying out repairs or maintenance on the insured vehicle.

Repatriation means that if the vehicle is damaged in the Republic of South Africa the act of returning the insured vehicle to the risk address noted in the schedule. If the vehicle is damaged whilst in Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Tanzania, Uganda, Zambia, or Zimbabwe .the act of returning the insured vehicle to the nearest place of repair or safekeeping.

Retail value means the retail value shown in the applicable issue of Mead & McGrouther Auto Dealers Digest or Commercial Vehicle Digest or similar publication accepted by the insurance industry. Adjustment may be made for the condition of the vehicle. Where no provision for the retail value is made in aforementioned publications retail value will be determined by establishing the reasonable price at which the vehicle can be replaced with a vehicle of similar make, age and condition at the time of the loss or failing which the new replacement value of the vehicle less an equitable allowance for age, depreciation and condition.

Vehicle means a

1. self-propelled motor car, light delivery vehicle, station wagon, motorized caravan, kombi/microbus/minibus registered for public road use by the authorities and designed to carry not more than 10 occupants (including the driver) not exceeding a Gross Vehicle Mass of 3,500 kilograms and not being a classic vehicle.
2. motor cycle, quad-bike or tricycle registered for public road use by the authorities.
3. caravan and trailer registered for public road use which is not self-propelled and which is designed to be towed.
4. quad bikes or motorised wheel chairs not registered for road use.
5. motorised golf cart which is designed to be driven on a golf course or to be towed on a golf cart trailer,.
6. self-propelled classic, collectable, veteran or vintage vehicle that is roadworthy which is has been registered by the authorities as such and does not carry more than 10 occupants (including the driver) not exceeding a Gross Vehicle mass of 3,500 kilograms

COVER FOR YOUR VEHICLE

Sub-Section A Damage to your vehicle

We will at our own option repair, reinstate or replace the insured vehicle or any of its parts or its permanently fitted accessories or spare parts, or we may pay in cash the amount of the loss or damage.

1. If your vehicle defined as 1 to 3 insured and described in the policy schedule, or any part of it is lost or damaged. The maximum amount payable by us is the maximum limit of indemnity noted in the schedule, but shall not exceed the reasonable retail value of the insured vehicle and its permanently fitted accessories and spare parts at the time of the loss
2. If your vehicle defined as 4, 5 and 6 insured and described in the policy schedule, or any part of it is lost or damaged. The maximum amount payable by us is the maximum indemnity noted in the schedule, but shall not exceed the reasonable market or agreed certified value of the insured vehicle and its permanently fitted accessories and spare parts at the time of the loss.
3. If your vehicle defined as 6 insured on an agreed value basis and described in the policy schedule, or any part of it is lost or damaged. The maximum amount payable by us is the maximum indemnity noted in the schedule being the agreed certified value of the insured vehicle and its permanently fitted accessories and spare parts at the time of the loss

provided that:

- a. our liability for loss of or damage to radios and sound systems is limited to the maximum limit of indemnity noted in the schedule of indemnity limits, and
- b. our liability for loss of or damage to windscreens and window glass is limited to the maximum limit of indemnity noted in the schedule of indemnity limits.
- c. the indemnity is subject to the prior payment or deduction of any applicable First Amount Payable noted in the schedule.
- d. If we are advised that the insured vehicle is the subject of a credit agreement as defined in the National Credit Act (Act 34 of 2005), you agree that we will pay the title holder shown in the agreement up to the outstanding amount, limited to the maximum amount payable. If the outstanding amount is less than the maximum amount payable we will pay the difference to you.

Territorial Limits

We will indemnify you for any occurrence, injury, loss, damage or liability caused whilst the insured vehicle is in the Republic of South Africa,





Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Tanzania, Uganda, Zambia, or Zimbabwe. We will also indemnify you against loss or damage to the insured vehicle whilst in transit by road, sea or air, between ports or places in the territories above, including loading and unloading incidental to such transit.

Provided that in respect of vehicles described as 4 and 5 the territorial limits are limited to the Republic of South Africa.

EXTENSIONS OF COVER – Only applicable to the vehicle defined as 1 & 6 under definition of vehicle.

1. Medical Expenses

If any passenger(s) in the vehicle is injured as a direct result of an accident, we will pay the medical expenses in connection with the injury, up to R5 000 for each passenger injured.

2. Window Glass

We will pay for damage to window glass of the vehicle without alteration of the claim-free group, but you will pay the window glass excess amount shown in the schedule, of every claim.

EXTENSIONS OF COVER – Only applicable to the vehicle defined as 1 under definition of vehicle.

3. New Vehicle Replacement

If it is stolen and not recovered within 30 days, or damaged to the extent that the reasonable repair cost exceeds 70% of the current new list price (including VAT), we will replace or pay the cost of purchasing a new vehicle of the same or similar make and model, provided that:

- a. our liability is limited to the maximum limit of indemnity noted in the schedule;
- b. the vehicle is within one year of the date of first registration as new, or within one year of the date of first use, only the earliest date being applicable;
- c. the loss or damage did not arise from fire, explosion or malicious damage.

If your insured vehicle is stolen, hijacked, lost or damaged more than one year (365 days) after the date of first registration as a new vehicle or from the date it is first used, the maximum amount we will pay you will be the sum insured or the retail value whichever is the lesser.

4. Excess Waiver (if noted in the schedule as included)

We will waive the basic excess applicable to any loss or damage under this section of the policy, provided that:

- a. our liability is limited to the maximum indemnity noted in the schedule of indemnity limits;
- b. this extension does not apply where the vehicle is damaged or lost whilst being driven by, or whilst in the custody and control of, a person licensed less than 5 years or younger than 27;
- c. this extension does not apply to any additional voluntary excess accepted by you.
- d. this extension does not apply to penal excesses imposed.

5. Extended 4 X 4 (if noted in the schedule as included)

We will indemnify you against loss of or damage caused by an insured event, to the insured vehicle described in the schedule, and its permanently fitted accessories and spare parts, for the following additional benefits:

(i) Car-hire if the insured vehicle is damaged or lost by an insured event

We will indemnify you for Car-hire if the insured vehicle is damaged or lost by an insured event, provided that;

- a. our liability is restricted to Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Tanzania, Uganda, Zambia, or Zimbabwe,
- b. our liability is limited to 3 days with a maximum amount equivalent to R3 000 (ZAR)
- c. our liability is excluded for windscreen and side-glass claims;
- d. you are liable for any insurance and insurance excess included in the policy covering the hired vehicle;
- e. you are liable for all costs associated with the operation of the hired vehicle, including fuel and a fuel deposit;
- f. you are liable for traffic fines, toll fees and administrative fees for traffic fines or toll fees;
- g. you are liable for any damage to the hired vehicle.

The benefit is subject to the following conditions:

That You pay the upfront costs, and you will be reimbursed {in South African currency based on the exchange rate on the day the expense was incurred} on return to the Republic of South Africa, following the formal submission of a claim, together with the relevant substantiating documentation.

(ii) Return flight to the Republic of South Africa for the occupants in the vehicle, provided that:

- a. our liability is limited to the reasonable costs up to the maximum amount noted in the schedule
- b. our liability is restricted to Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Tanzania, Uganda, Zambia, or Zimbabwe.
- c. our liability is limited to a maximum of 5 persons per insured vehicle (the driver and a maximum of four





passengers).

The benefit is subject to the following conditions:

That you pay the upfront costs, and you will be reimbursed {in South African currency based on the exchange rate on the day the expense was incurred} on return to the Republic of South Africa, following the formal submission of a claim, together with the relevant substantiating documentation.

(iii) **Temporary Accommodation in Neighbouring Countries, provided that:**

- a. our liability is limited to the reasonable costs up to the maximum amount noted in the schedule of indemnity limits
- b. our liability is restricted to whilst the insured vehicle is in Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Tanzania, Uganda, Zambia, or Zimbabwe,
- c. our liability is limited to a maximum of 5 persons per insured vehicle (the driver and a maximum of four passengers).

The benefit is subject to the following conditions:

That you pay the upfront costs, and you will be reimbursed {in South African currency based on the exchange rate on the day the expense was incurred} on return to the Republic of South Africa, following the formal submission of a claim, together with the relevant substantiating documentation.

(iv) **Mechanical or Electrical Breakdown of Vehicle Winching Equipment, provided that:**

- a. our liability is limited to the reasonable costs up to the maximum amount noted in the schedule
- b. damage is sudden and unforeseen mechanical and/or electrical breakdown, failure or breakage; The benefit excludes the following:
 - i. breakdown, failure of breakage attributable to defective design, parts, or repair;
 - ii. breakdown, failure of breakage attributable to operation of the winching equipment beyond the stipulated load levels recommended by the manufacturer;
 - iii. breakdown, failure of breakage attributable to wear and tear or gradual deterioration of the equipment's consumable parts, components, cable or coupling devices.

6. Hired Vehicle Excess Top-up

In the event that your insured vehicle is the subject of a claim under this policy, and you have rented a substitute vehicle which is stolen or damaged, we will indemnify you for the difference in the excess, if the excess for the rented vehicle is more than the excess that applies to your vehicle under this Section, provided that:

- a. the cover will only apply if you have taken the insurance protection offered by the car-hire company, and;
- b. the indemnity is limited to the amount specified in the schedule of indemnity limits.

7. Vehicle Modification Following Injury

We will pay the fair and reasonable costs towards essential modifications or adaptations to your vehicle necessitated by your permanent identifiable physical injury, provided that:

- a. the injury is caused directly by a sudden and unforeseen accident;
- b. the injury occurs during the period of insurance;
- c. the injury results in you having to rely on a wheelchair for mobility when you are out of the vehicle;
- d. the indemnity is limited to the amount specified in the schedule of Indemnity limits.

8. Mechanical, Electrical breakdown.

Provided the Assistance company is contacted In the event of a mechanical or electrical breakdown of the insured vehicle we will pay you the reasonable amount up to the amount noted in the schedule of indemnity limits for costs necessarily incurred for protecting the insured vehicle and removing it to the nearest competent repairer.

EXTENSIONS OF COVER – Only applicable to the vehicle defined as 1, 2 and 3 under definition of vehicle.

9. Credit Shortfall (if noted in the schedule as included)

If the insured vehicle is financed in terms of the National Credit Act (Act 34 of 2005), is stolen and not recovered, or in our opinion damaged beyond economical repair, we will pay the difference between the retail value of the insured vehicle and the outstanding settlement in terms of the credit agreement that you entered into, provided that:

- a. our liability is limited a maximum of either 20% of the retail value of the insured vehicle, as noted in the schedule, or R 200,000, whichever is the lesser;
- b. we are not liable for any arrear installments or rentals, or interest owing on the arrears;
- c. we are not liable for any residual value and/or balloon payment that is recorded in the finance agreement.

10. Emergency Hotel Expenses

In the event of loss or damage to the insured vehicle by an insured event we will pay emergency hotel expenses incurred by you up to the amount specified in the schedule of indemnity limits, provided that:

- a. the loss or damage occurs more than 200 km from your risk address or destination;
- b. the benefit may only be used twice in any 12 month period of insurance.





11. Additional and Replacement Vehicle

We will indemnify you for loss or damage to a vehicle you have purchased without notifying us, provided that:

- a. the cover is limited to the first 72 hours after you have taken physical possession of the vehicle;
- b. you have purchased the vehicle from a registered motor dealer;
- c. the seller has no insurance that covers the vehicle;
- d. you have at least one vehicle insured for comprehensive cover under your policy with us;
- e. you must insure the vehicle for comprehensive cover with us before we will handle the claim, and;
- f. the indemnity is limited to the amount noted in the schedule of indemnity limits or the reasonable retail value of the purchased vehicle or the sum insured of the highest valued vehicle noted in the policy schedule, whichever is the lowest.

12. Locks, Keys and Remote Controls

Without alteration of the Claim Free Group we will indemnify you for costs reasonably incurred as a result of any keys, locks or remote controls for the insured vehicle being lost or damaged up to the amount noted in the schedule of indemnity limits and subject to the excess noted in the schedule of excesses.

13. Vehicle in temporary use

We will indemnify you for loss or damage to any vehicle that you hire, lease or temporarily use in place of your insured vehicle, provided that:

- a. your insured vehicle is out of use for maintenance or repairs at a registered motor repairer;
- b. the maximum indemnity is the amount noted in the schedule of indemnity limits, but shall not exceed the limit of indemnity of the insured vehicle which is being replaced or the retail value of the temporarily used vehicle whichever is the lesser;
- c. there is no other insurance in place covering the substitute vehicle. If there is insurance covering the substitute vehicle, we will indemnify you for the difference between the excess which applies to the insured vehicle and the excess applicable to the substitute vehicle but not exceeding the amount shown on the schedule.
- d. This cover does not apply outside the borders of the Republic of South Africa.

14. Rebuilt/reinstated vehicles registered as code 3

In the event of theft or total loss of the insured vehicle, claims settlement will not be based on retail value. We will not pay more than the reasonable market value as determined by the motor trade, or the amount shown on a valuation certificate (by an approved and recognised valuator) that you supply to us prior to the theft/total loss of the vehicle, whichever amount is the greater, not exceeding the limit of indemnity shown in the schedule, less the First Amount Payable. The valuation certificate must not be older than one year at the time of loss.

EXTENSIONS OF COVER – Only applicable to the vehicle defined as 6 under definition of vehicle.

15. Salvage Purchase Option

You shall have first option to purchase the salvage in the event that the vehicle is declared uneconomical to repair (which shall be deemed when the reasonable cost of repair exceeds 70% of the market or agreed value, if applicable, as specified in the schedule). In such instances the purchase price of the salvage shall be set at 25% of the market or agreed value, if applicable, or 5% if the vehicle was burnt out by fire, provided that you forfeit this option to purchase the salvage in the event that at the time of a loss the insured vehicle is under-insured to the extent that the insured value shown on the schedule is more than 20% less than the reasonable market or agreed value of the insured vehicle.

16. Parts Temporarily Detached

We will indemnify you for temporary detached parts, provided that:

- a. The value of the temporary detached parts does not exceed 25% of the market value or agreed value (if applicable) of the vehicle as noted in the schedule;
- b. the parts have been removed or detached from the vehicle for the purpose of service or repair;
- c. the parts are in your custody or control or in the custody of a recognised repairer;
- d. the parts are secured in a locked private or public garage.
- e. if in transit to the repairer the parts are adequately stowed.

EXTENSIONS OF COVER – Only applicable to the vehicle defined as 1 to 6 under definition of vehicle.

17. Protection and storage costs

Provided that the insured vehicle is incapable of being driven due to loss or damage caused by an insured event we will pay the reasonable cost of storage, protection, towing and removal of the vehicle to the nearest repairer or place of safety or your address pending repair, up to an amount of R1 750 (if the Assist company is used, this limit falls away).

18. Delivery after Repair

After repair within the Republic of South Africa, we will pay the reasonable cost of delivering the vehicle to your address in the Republic of South Africa.

19. Fire Extinguishing Costs

In addition to the limit of indemnity shown in the schedule, we will pay any costs not exceeding R5 000, related to the extinguishing or fighting of fire, provided that you are legally liable for such costs, and your vehicle was on fire or in danger of





being damaged by fire.

20. Emergency Repairs

In the event of an emergency due to loss or damage caused by an insured event to the insured vehicle, you may authorise repairs up to the amount noted in the schedule of indemnity limit without our prior consent, provided that a detailed invoice is obtained and immediately sent to us together with the claim form or notification of the damage or loss.

21. Repatriation of the insured vehicle and any caravan or trailer attached to it in the event of loss or damage caused by an insured event covered by the policy provided that:

- a. our liability is restricted to the Republic of South Africa, Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Tanzania, Uganda, Zambia, or Zimbabwe,
- b. our liability is limited to the amount specified in the schedule of indemnity limits.

22. Wreckage removal costs

In addition to the limit of indemnity, we will pay the reasonable costs and expenses (excluding towing and storage described under extension 18 Protection and storage costs) incurred by you for removing debris or wreckage of an insured vehicle, not exceeding the amount specified in the schedule of indemnity limits.

MOTOR LIABILITY (Applicable to vehicles defined as 1 to 6.)

Sub-section B Motor Liability

We will indemnify you costs and expenses including claimant's costs for which you become legally liable arising from a motor vehicle accident involving the insured vehicle (including attached trailer) up to the indemnity limit noted in the schedule of indemnity limits for:

- a. death of or bodily injury to any person;
- b. damage to property.

We will also pay all costs and expenses incurred with our written consent.

We are entitled at our discretion to arrange for legal representation at any legal proceedings in respect of any death which may be the subject of indemnity under this section, or for legal representation at any criminal or civil proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this section.

In terms of and subject to the limitations of and for the purposes of this section we will also indemnify:

1. any person who is driving or using such motor vehicle with your consent, provided that:
 - a. such person is not entitled to indemnity under any other policy;
 - b. such person observes, fulfils and is subject to the terms, exclusions and conditions of this policy in so far as they can apply;
 - c. such person has not been refused any motor vehicle insurance or continuance thereof.
2. you against all amounts, including claimant's costs and expenses which you shall become legally liable to pay up to the indemnity limit as noted in the schedule in respect of death or bodily injury to any person and tangible damage to property whilst you are personally driving a private type motor car not owned by you and not hired to you under a credit or finance agreement excluding those costs and expenses in respect of the vehicle being driven by you.
3. you while whilst the insured vehicle is being used for the purpose of towing a single disabled vehicle, provided that:
 - a. the vehicle is not towed for reward;
 - b. we will not be liable for damage caused to the towed vehicle or property being conveyed by such vehicle, or for injury or death to passengers being conveyed in or on the towed vehicle.

Specific Exclusions relating to the Motor Liability Extension

We shall not be liable under this section for:

- i. any damages, costs, expenses or compensation or claim as falls within the scope of any statutory requirement in any of the territories in which cover provided by this policy applies, or of any amendment, replacement or substitution of any of the relevant enactments, or any similar relevant compulsory motor vehicle insurance legislation. This exception shall apply notwithstanding that no insurance required in terms of any enactment is in force or has been effected;
- ii. the amount in excess R100 000 for death or bodily injury to passengers in or on the insured motorcycle or sidecar;
- iii. An amount in excess of R500 000 for damage to property if the vehicle is being driven by a person under 16 years;
- iv. death or injury to any person in your employment, or the employment of the driver, arising out of and in the course of such employment;
- v. death of or injury to any person being carried in or upon entering or getting on to or alighting from a caravan, trailer, towed vehicle, golf cart, quad-bike, off-road bike, or being carried outside the passenger compartment of the insured vehicle at the time of the occurrence;
- vi. death or injury to any person who is a member of the same household as you or the driver;
- vii. damage or loss to property belonging to you or the driver, or held in trust by you or the driver, or within the custody or control of you or the driver, or being conveyed by, loaded onto or unloaded from such vehicle or trailer.

Specific Exclusions applicable to both Sub- section A Damage to your vehicle and Sub-section B Motor liability

We will not be liable for:

- i. any occurrence, injury, loss, damage or liability sustained or incurred whilst any insured vehicle is:





- a. being driven or towed by any person with your express or implied consent who is not duly and fully licensed to drive the insured vehicle in terms of the legislation applying to any territory within the territorial limits. This exclusion does not apply whilst the person driving the insured vehicle is learning to drive, and is complying with the laws and regulations in force relating to learner drivers;
- b. being driven by any person with your express or implied consent who is not 16 years old unless licenced to operate the vehicle.
- c. being driven by you or the main driver or any person who to your knowledge and with your express or implied permission or consent is driving whilst under the influence of alcohol or drugs, or whilst the concentration of alcohol in the driver's blood or breath exceeds the statutory legal limit;
- d. used for commercial travelling; or a business or occupation other than noted in the proposal form to the policy;
- e. used for carriage of passengers for hire or reward, hired, used for driving instruction for reward;
- f. used for participation in, or instruction, or preparation for any race, rally, trial, hill climb, pace-making or speed testing or any prearranged or organised event;
- g. used on a racing circuit or track;
- h. in the custody or control of a member of the motor trade, unless whilst being serviced or repaired.
- i. loss or damage to or liability connected to a vehicle which is not licenced to operate on a public road whilst being operated on a public road.
- ii. consequential loss or damage from any cause;
- iii. wear and tear or gradually operating causes;
- iv. mechanical, electric or electrical breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
- v. depreciation or diminution in value however arising, including diminution following damage insured under this policy and continuing after the repair of such damage;
- vi. damage to tyres by braking, inequalities of the road, potholes or by road punctures cuts or bursts except as the result of an accident causing other damage;
- vii. damage to the suspension system due to inequalities of the road, potholes or other surface or the impact with such inequalities;
- viii. confiscation.
- ix. more than 5% of the limit of indemnity of the vehicle listed in the schedule, less the First Amount Payable for any type of radio and other sound reproduction equipment other than radio and sound equipment installed by the manufacturer of the vehicle when new. If radio or sound equipment is specified in the schedule, the value shown is the maximum liability payable in the event of a claim;
- x. loss, damage, injury or liability caused, sustained or incurred while any goods-carrying vehicle (e.g. LDV, bakkie, 4x4 with load body capacity, double cab) is being used to transport goods for any business or professional purposes. This exclusion also applies to the SASRIA cover (riot, civil unrest), otherwise in force for your vehicles.

Special Conditions Applicable to both Sub-section A Damage to your vehicle and Sub-section B Motor liability

1. Traffic offences

You must advise us immediately in writing if during the period of insurance your driver's licence or a driver's licence of any person who drives the insured vehicle is endorsed, suspended or cancelled or if you are charged with or convicted of negligent, reckless or improper driving.

2. Care of the vehicle

- a. You must take all reasonable steps to safeguard the insured vehicle from loss or damage and you must maintain the insured vehicle in an efficient and roadworthy condition. Should the insured vehicle or any part fail to comply with any requirements for roadworthiness as set out in the Road Traffic Act (or any similar statute, provincial or local proclamation or statute) then all benefits under this policy in respect of any claim made shall be forfeited.
- b. We shall have free access to examine the insured vehicle at all times.

3. Fire Extinguisher

In respect of vehicles defined as 6 under definition of vehicle our liability for loss or damage resulting from fire is conditional upon a SABS approved fire extinguisher being kept in the vehicle at all times.

4. Claim Free Group

If any vehicle defined as 1, 2 & 6 under definitions of vehicle qualifies for a Claim Free Group the Claim Free Group will be adjusted in the month immediately after a claim and the next monthly premium or annual premium will be based on the following Claim Free Group

Claim Free Group at the time of the claim

0, 1, 2, 3, 4, 5, 6

Claim Free Group after adjusted after claim according to the following table

0, 0, 0, 1, 2, 3, 4

If no claim has been made against the policy since the last anniversary/annual renewal date the Claim Free Group will be improve by 1 group for every claim free period since the last anniversary/annual renewal date up to a maximum of a Claim Free Group 6.

5. First Amount Payable

In the event of loss or damage to the vehicle, you will be responsible for the First Amount Payable shown in the schedule, to be calculated separately for each vehicle.





If we have already paid any amount, it is your responsibility in terms of this condition to immediately repay us that amount.

6. Description of use

6.1 Where the category of use is shown in the schedule as **domestic**, the vehicle is only insured while being used for private, domestic and pleasure purposes

The following uses are excluded: travel to and from work, business and professional purposes, hiring, transporting of any or 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" will not invalidate any cover provided to you while the vehicle is in the custody or control of any member of the motor trade and used for maintenance or repair.

6.2 Where the category of use is shown in the schedule as **private**, the vehicle is only insured while being used for private, domestic and pleasure purposes, including travel to and from work.

The following uses are excluded: business and professional purposes, hiring, transporting of any or 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" will not invalidate any cover provided to you while the vehicle is in the custody or control of any member of the motor trade and used for maintenance or repair.

6.3 Where the category of use is shown in the schedule as **business or professional**, the vehicle is only insured while being used for private, domestic, pleasure, business and professional purposes, including travel to and from work.

The following uses are excluded: hiring, transporting of any or fare-paying passengers, commercial travelling, 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" will not invalidate any cover provided to you while the vehicle is in the custody or control of any member of the motor trade and used for maintenance or repair.

7. Vehicle tracking warranty (Applicable only if shown to apply in the Motor Vehicle schedule)

- a. It is warranted that an approved tracking system is installed in the insured vehicle and is kept in fully operational order in terms of a contract with the service provider throughout the currency of this policy.
- b. Should it be established that you have not complied with this warranty, we may decline to indemnify you for loss or damage arising from theft or any attempt thereat.

8. Vehicle sharing

The acceptance of payment for giving lifts to passengers, when it is 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

- 8.1 the passengers are not being transported in the course of a passenger-carrying business; and
- 8.2 no payment received for such journeys involves any profit.

9. Rights of others

The provision of cover for persons other than you does not give them any right to claim. You may claim on their behalf, and your receipt will discharge us.

10. Spare parts clause

If any part, accessory or fitment needing to be repaired or replaced, following insured damage to the vehicle(s) described in the schedule, is unobtainable in the Republic of South Africa, our liability is limited to payment of an amount equal to the value of a standard readily manufactured part, accessory or fitment at the date of loss or damage, but not exceeding the manufacturer's latest listing price.

OPTIONAL LIMITATIONS (Applicable if shown on the policy schedule to be applicable)

ONLY APPLICABLE IF THE SCHEDULE SHOWS THE SCOPE OF COVER AS THIRD PARTY, FIRE AND THEFT.

Cover for your vehicle

A DAMAGE TO YOUR VEHICLE (Applicable to vehicles defined in definitions of vehicle 1, 2 & 6)

Damage to Your vehicle is restated as follows

Loss of or damage to the vehicle described as 1, 2 & 3 under definition of vehicle:

- 1. If the vehicle or any part of it is lost or damaged by fire, lightning, explosion, theft or attempted theft, we will at our option indemnify you by paying for its repair by an approved repairer, or replacement or the amount of the loss or damage, less the First Amount Payable.

If the vehicle is the subject of an installment sale or lease agreement, any money due to you will be used first towards the repayment of the debt in terms of the agreement. The receipt of the owner(s) referred to in the agreement will be a complete discharge to us for the repayment.

- 2. The maximum amount payable by us will be the limit of indemnity stated in the schedule or the reasonable retail value





of the vehicle at the time of loss or damage whichever is the lower less the First Amount Payable.

3. In the event of loss or damage to the vehicle you will be responsible for the First Amount Payable shown in the schedule, to be calculated separately for each vehicle.

If we have already paid any amount, it is your responsibility in terms of this condition to immediately repay us that amount.

Specific exclusions (Applicable to vehicles defined in definition) apply but Specific exclusions v., vii, and x. are amended to read

We are not liable for

- v. damage to the engine unless such damage is caused by fire or theft;
- vii. damage to tyres unless such damage is caused by fire or theft;
- x. any type of radio and other sound reproduction equipment unless the entire vehicle is stolen at the same time in which case we will only be liable for radio and sound reproduction equipment which is standard equipment fitted by the manufacturer when the vehicle was new;

Extensions of cover (Applicable to vehicles describe under definitions of vehicle)

Extensions of Cover 1 to 17 and 21 to 23 are deleted;

the following Extension of Cover are applicable

- 18 Protection and Repair Costs
19. Delivery after repair;
20. Fire Extinguishing Costs

Sub-Section B Motor Liability

The sub-section headed B Motor liability is applicable

Specific conditions

The specific conditions apply.

ONLY APPLICABLE IF THE SCHEDULE SHOWS THE SCOPE OF COVER AS THIRD PARTY ONLY

Cover for your vehicle

The Sub section headed A DAMAGE to your vehicle is deleted

The Sub-section headed B MOTOR LIABILITY is applicable

All relevant Specific exclusions apply.





SECTION 9 INCEPTION VALUE

1. Inception Value

In the event that the insured vehicle is a total loss (i.e. stolen, hi-jacked or written off), we shall settle the insured's claim as follows:

- 1.1. **If the vehicle is financed** we shall pay the financial institution (any balance left over will be paid to the insured) the higher of:
 - a. the outstanding balance that the insured owes as at the date of loss; or
 - b. retail value as at the inception date of this Inception Value Policy;
 - 1.1.1. less the retail value as at the date of loss;
 - 1.1.2. less any excesses under this Inception Value Policy.
- 1.2. **If the vehicle is not financed** we shall pay the insured the inception value: less
 - 1.2.1. the retail value as at the date of loss;
 - 1.2.2. any excesses under this Inception Value Policy.
- 1.3. **Definition of terms**
 - 1.3.1. **We/us/our** shall mean Renasa Insurance Company Limited;
 - 1.3.2. **Inception value** shall be the retail value as at the inception of the Inception Value Policy with us;
 - 1.3.3. **Retail value** shall be determined as per the publication of the Mead & Mc Grouther Auto Dealers Digest and/or any other method determined by company;
 - 1.3.4. **Outstanding balance** refers to the outstanding balance that the insured owes a financial institution as at the date of loss; less any:
 - 1.3.4.1. overdue instalments and arrear interest as at the date of loss;
 - 1.3.4.2. rebates the insured would have been entitled to had the insured settled the loan as at the date of loss;
 - 1.3.4.3. refunds due to the insured or the financial institutions;
- 1.4. **Vehicle** shall be restricted to either a code 1 or code 2 as per the applicable Road Traffic Regulations in South Africa.
- 1.5. **Inception Value Policy does not pay the insured:**
 - 1.5.1. if the underlying comprehensive insurance is repudiated or rejected;
 - 1.5.2. if the underlying comprehensive policy is voided or cancelled;
 - 1.5.3. for any amounts payable by the insured in respect of the underlying comprehensive insurance and this insurance policy (including, but not limited to outstanding premiums and the excess amounts applicable).

Specific terms and conditions

2. Terms and conditions: applicable to all aspects of this Inception Value Policy

- 2.1. **What makes up the inception value Policy**

The insured is urged to familiarize himself with the contents of the following components of the Inception Value Policy:

 - 2.1.1. policy documents;
 - 2.1.2. the terms and conditions of our insurance;
 - 2.1.3. the schedules;
 - 2.1.4. all correspondence sent to you;
 - 2.1.5. any recorded verbal agreements.
- 2.2. **If your insurance policy is cancelled due to the non-payment of premiums then your cover shall terminate.**
- 2.3. **Reinstatement of cancelled policy**

If the insurance policy is cancelled due to the non-payment of premiums (either the comprehensive cover premium or





the inception value premium) then notwithstanding that the comprehensive policy may be reinstated, the Inception Value Policy shall not be reinstated but may be reissued from the date that the insured requested reinstatement and the value shall be the retail value as at the inception of the replacement Inception Value Policy.

- 2.4. **Double or multiple insurance covers: our contribution**
If the item for which you lodge a claim with us is covered by more than one insurance policy - then we will only pay you for our ratable proportion of the risk.
- 2.5. **Underlying Insurer Policy**
All the terms, conditions, exclusions, exceptions and warranties (General and specific/special) applicable to the underlying insurer's policy are deemed to be incorporated and applicable to this policy with the exception that;
- 2.5.1. Excesses, deductibles and similar payments only apply if specifically indicated in the policy schedule.
- 2.6. **Deregistration of the vehicle**
It is a condition precedent to liability that the motor vehicle which is the subject of a claim under this policy is deregistered and that a certified copy of the deregistration document is presented to us.
- 2.7. **Change to premium**
We may change the amount of the premium payable under this policy at any time, however, if we do we will give you 30 (thirty) days written notice in writing of the change.





This cover is only available if Section 1 Houseowners or Section 2 Household Contents or Section 8 Motor insurance is also in force.

For this section:

Pleasure craft means the watercraft having a hull not more than 10 meters in length noted in the schedule comprising the hull, superstructure, fittings, machinery, engines, motors, boats, safety gear and equipment such as would normally be sold as one unit, but excluding its trailer.

Indemnity

We will indemnify you against loss of or damage to the watercraft noted in the schedule arising from an occurrence. The indemnity is subject to the prior payment or deduction of any applicable excess noted in the schedule

The maximum amount payable by us is the maximum indemnity noted in the schedule, but shall not exceed the reasonable market value of the watercraft.

If we are advised that the watercraft is the subject of a credit agreement as defined in the National Credit Act (Act 34 of 2005), you agree that we will pay the title holder shown in the agreement up to the outstanding amount, limited to the maximum amount payable. If the outstanding amount is less than the maximum amount payable we will pay the difference to you.

If at the time of loss or damage the cost of replacing the insured watercraft above is greater than the maximum indemnity noted in the schedule, you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

Territorial Limits

We will indemnify you for any occurrence, loss, damage, or liability caused whilst the insured watercraft is in the Republic of South Africa, Botswana, Lesotho, Mozambique, Namibia, Swaziland or Zimbabwe, or within 12 nautical miles from the coast of the Republic of South Africa, Namibia or Mozambique.

Unavailable Parts

If a part that is needed to repair the insured watercraft after loss or damage is not available as a standard (ready-made) part in the Republic of South Africa, we will pay an amount equal to the value of the part at the time when the loss or damage occurred. The value of the part will be determined according to the price given in the most recent catalogue or price list applicable to the insured watercraft. The amount includes the reasonable cost to transport the part, other than by air.

Sighting Expenses & Emergency Salvage Charges.

We will pay for:

- a. reasonable sighting expenses of the hull after grounding, even if no damage is found;
- b. reasonable emergency and salvage charges incurred in minimising or averting a loss which would be covered by this policy.

Yacht Racing Risk.

Cost of repairing or replacing sails, masts, spars, standing and running rigging lost or damaged by accidents, perils of the seas, fire, lightning, explosion, earthquake, volcanic eruption, malicious acts, theft or the actions of thieves whilst the vessel is racing, but we will only pay a maximum of two thirds of the sum insured specified in the schedule (as applicable to such items) provided that loss or damage is caused by the vessel being stranded, sunk, burnt, on fire, in a collision, or in contact with any external substance (including ice) other than water. Specific Exclusion viii does not apply to this extension.

Pleasure Craft Liability Extension

We will indemnify you or any person using the insured watercraft with your permission or any water skier being towed or preparing to be towed by the insured watercraft against all sums including claimants' costs and expenses for which you shall become legally liable to pay in respect of:

- a. death of or bodily injury to any person
- b. loss of or damage to property not belonging to you or a member of your family normally residing with you;
- c. attempted or actual raising, removal or destruction of the wreck of the insured watercraft or any neglect or failure to raise, remove or destroy the wreck;
- d. expenses incurred by you with our prior written consent in connection with official enquiries and coroners inquests;
- e. legal costs, incurred with our prior written consent in defending any action or contesting liability whether or not such action proceeds in the criminal or civil court.

Our liability in respect of this section is limited per occurrence to the maximum indemnity noted in the schedule of indemnity limits.

Specific Exclusions relating to the Pleasure Craft Liability Extension

We will not indemnify you, or the permitted user, or water skier against any legal liability for:

- i. death or bodily injury to any person employed by you, a member of your family normally residing with you;
- ii. death or bodily injury to any person employed by the permitted user, a member of the permitted user's family normally residing with him/her;
- iii. death or bodily injury to any person employed by the water skier, a member of the water skier's family normally residing with





- him/her;
- iv. claims arising from any person engaged in kiting or other airborne sport whilst being towed by the insured watercraft or preparing to be towed by the insured watercraft until safely back on board the insured watercraft;
 - v. claims arising while the insured watercraft is in transit by mechanically propelled road vehicle, rail, ship or aircraft;
 - vi. death or bodily injury in respect of fare-paying passengers and loss of or damage to their property;
 - vii. death or bodily injury to any person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation;
 - viii. property belonging to you or a member of your family normally residing with you;
 - ix. property belonging to the permitted user or a member of his/her family normally residing with him/her.

PLEASURE CRAFT - SPECIFIC EXCLUSIONS

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

- i. whilst the insured watercraft is being piloted by any person who is not in possession of the relevant skipper's licence;
- ii. whilst the insured watercraft is being piloted by any person whilst under the influence of alcohol or drugs, or whilst the concentration of alcohol in the pilot's blood or breath exceeds the legal limit;
- iii. whilst the insured watercraft is being used for any purpose other than private and pleasure use;
- iv. whilst the insured watercraft is being let out on hire or charter;
- v. whilst the insured watercraft is being towed on water except when in need of assistance;
- vi. whilst the insured watercraft is towing or salvaging a watercraft other than one in distress;
- vii. whilst the insured watercraft is towing or salvaging a watercraft (whether or not in distress) under a contract arranged prior to commencing towing or salvaging;
- viii. whilst the insured watercraft is participating in racing or speed tests, or any trials;
- ix. whilst the insured watercraft is left moored or anchored unattended off an exposed beach or shore and it becomes stranded, sunk, swamped or breaks adrift;
- x. if the insured watercraft is used or occupied as a house boat or permanent residence;
- xi. if the insured watercraft is not maintained in a proper state of repair and seaworthiness;
- xii. as a result of wear, tear, depreciation, gradually operating causes, rust or oxidation, corrosion, moth, vermin or insects, warping or shrinkage, rot, fungus, mould, or infestation;
- xiii. as a result of mechanical or electrical breakdown of machinery, engines, motors, batteries and their connections (other than the shaft and propeller) unless occasioned by external causes not otherwise excluded;
- xiv. to sails or protective coverings split by the wind or blown away while being hoisted; as a result of theft or attempted theft of fixtures, fittings, equipment or outboard motors that are not securely bolted to the watercraft if the watercraft is unattended, or not in a locked garage;
- xv. of personal effects, consumable stores, fishing gear or moorings;
- xvi. as a result of fire or explosion unless the insured watercraft is equipped in the engine room or engine space, tank space and galley with an automatic fire extinguishing system or one having controls at the steering position;
- xvii. for loss or damage to jet skis or wet bikes left unattended in the open whether on a trailer or not if such jet ski, wet-bike and trailer is not independently (as applicable) secured to a substantial fixed object by a substantial lock and chain with solid links (no thinner than 10mm).





SASRIA LIMITED

Reg. No 1979/00287/06COUPON POLICY FOR SPECIAL RISKS INSURANCE

THE POLICY

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 lesser 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 R300 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 Insured 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
- (c) cessation of any process or operation.
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.

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 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 13.3(A) 13.3.1, 13.3.3(b), 13.3.4, 13.3.5, 13.3.6 and 13.3.7) to the extent that 13.3.7 refers to 13.3.1, 13.3.3(b), 13.3.4, 13.3.5 and 13.3.6; 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; and
 - (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 13.3(A) 13.3.1, 13.3.3(b), 13.3.5, 13.3.6 and 13.3.7 and to the Burden of Proof Clause in Exception 13.3 is a reference to those Exceptions as they appear in the Standard SAIA Exceptions which the Nominated Insurer is obliged to incorporate in their Policy. Should the numbering in the Nominated Insurer's Policy not correspond with the numbering of the Standard SAIA Exceptions the above references shall apply to the corresponding Exceptions in the Nominated Insurer's Policy mutatis mutandis

- (1) 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.
- (2) any adjustment of Premium Clause or Condition in the Nominated Insurer's Policy shall not be applicable to this Coupon Policy.
- (3) no alteration of this Coupon Policy is valid unless signed by a Director of SASRIA.
- (4) any Reinstatement Value Conditions in the Nominated Insurers Policy shall be applicable to this Coupon Policy except insofar as it relates to Motor Vehicles.
- (5) the cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.





SASRIA LIMITED

Reg. No 1979/00287/06

MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS

In respect of property as defined

THE POLICY

DEFINITIONS

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 condition 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.

NOTE:-

In this Policy, the term "public disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

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 should be payable to the Insured under this policy in respect of loss 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 in 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 equalling 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 Act (no 85 of 1976).
- (4) any loss or damage related to or caused by:
 - (i) war, invasion, act or 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; and
 - (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.

NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any 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 threat thereof, of any persons 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, 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 proving 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 SASRIA 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 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 ratable 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 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 the referred to Arbitration the award of the Arbitrator(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 (twelve) months from 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 the "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 or 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 (twelve) 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 of devices be used by the insured or anyone acting on his/her 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 benefits 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 EVENTS 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.



Dear customer...

Sasria provides short-term insurance cover against special risks that the broader insurance industry does not cover. Examples of these special risks are civil commotion, strike, riot, public disorder and terrorism.

This document is the legal and official version of your Sasria policy wording. The laws of South Africa govern this policy.

Your contract with Sasria comprises:

- the policy wording (this document);
- the Sasria policy schedule;
- any information that you, or someone acting on your behalf, supply to us; and
- any amendment to the policy.

Please read the wording carefully to make sure that you understand what your policy covers. You must always read the wording together with the Sasria schedule.

We look forward to being of service to you.

How to reach us

011 214 0800 or 086 172 7742 | contactus@sasria.co.za | www.sasria.co.za

General terms and conditions

How you should read this document

"We", "our" or "us" in the wording refers to Sasria SOC Ltd. "You" or "your" in the wording refers to the policyholder.

Words in the singular include the plural. Words in the masculine gender (he) include the feminine gender (she).

Your Sasria policy and the underlying policy

You must have an underlying policy in force

To be insured against the special risks mentioned above, you must have an underlying policy contract in force that includes Sasria cover at the time of the event that gives rise to a loss. If you choose to only take out Sasria cover, there must be a pro forma underlying policy as a formality. The pro forma policy can be issued by any underlying insurer. The underlying insurer must give you Sasria cover regardless of your risk profile.

Sasria policies attach to the underlying policy or they are stand-alone:

- **Attached policies** incorporate the terms, conditions and warranties of the underlying policy with some exceptions (see the next subsection).
- **Stand-alone policies** have their own terms and conditions that are listed in the relevant policy wording.

Policies that attach to the underlying policy	Stand-alone policies
Material Damage (Fire) Contract Works	Motor Business Interruption (Standing Charges, Working Expenses, Loss of net profit, Loss of gross profit, Project Delay)

Policies that attach to the underlying policy

For these policies, the terms, conditions, exclusions and warranties of the underlying policy also apply to the Sasria policy **except for those listed below**:

Standard S.A.I.A. Exceptions

The general exclusions of underlying policies typically include the Standard S.A.I.A. Exceptions. Your Sasria policy covers some of the S.A.I.A. Exceptions, but not all of them.

Your Sasria policy covers **civil commotion, riot, strike, lockout, public disorder, rebellion and revolution and terrorism** (S.A.I.A. Exceptions 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 C).

Your Sasria policy does not cover **war and war-related activities** (S.A.I.A. Exceptions A(ii), A(iii)(a) and A(vii) to the extent that A(vii) refers to A(ii) and A(iii)(a) and B).

In each policy, see **What we cover** and **What we don't cover** for the details.

If the numbering in your underlying policy does not correspond with the numbering of the Standard S.A.I.A. Exceptions, you must refer to the corresponding contents.

Extensions

Sasria special risk cover only applies to the basic cover of the underlying policy. It does not apply to any additional perils and extensions included in the underlying policy, whether optional or not. Sasria covers its own list of extensions at an additional premium. You will find the list of extensions at [Material Damage Section](#). Contact us if you want Sasria cover for any of these extensions.

Excess

For Material Damage (Fire), there is no excess payable if you claim under your Sasria policy.

For Contract Works, the following excess is payable:

For loss or damage to contract works and materials, the excess or first amount payable is calculated as 0,1% of the value of the specific contract for which a claim is made.

The following minimum and maximum amounts apply:

Minimum excess (first amount payable)

- R250 (Domestic risks)
- R2 500 (All other risks)

Maximum excess (first amount payable)

- R25 000

For loss or damage to a construction plant, the excess is R1 000 for each loss or damage arising from any one insured event.

Premium

Any adjustment of the premium clause or condition in the underlying policy will not automatically apply to your Sasria policy.

Period of insurance

The period of insurance of your Sasria policy is the same as the period of insurance of the underlying policy.

Sasria and the underlying insurer must sign your schedule

For your Sasria contract to be valid, the Sasria schedule must bear the signatures of a director of Sasria and the underlying insurer.

Cancellation

Only you have the option to cancel Sasria cover; Sasria will never cancel your cover.

If an underlying policy is cancelled, it does not automatically result in cancellation of your Sasria cover. The underlying insurer must give you the option to keep your Sasria cover except if the cancellation was due to non-payment. If you choose to keep your Sasria cover, the underlying insurer will issue a pro forma policy to which your Sasria policy will attach.

Our rights

To review rates and premiums

We reserve the right to review the terms and conditions of a policy, including rates and premiums, in line with all applicable laws (e.g. the Policyholder Protection Rules). Where necessary, some or all classes of business rates and premiums may be reviewed with reference to trends, expectations and assumptions, including but not limited to the following:

- a) Documented trend of poor performance on class or classes of business over the last three (3- to five (5) years;
- b) Reasonably balancing the interests of Sasria SOC Ltd and its policyholders' expectations; and
- c) The extent to which the assumptions on which the premium was based have been met.

In accordance with the law, we will duly notify the policyholder in writing, through our distribution channels, of the details of the pending review; the effective date of the review; the reasons for the review; the implication of the review; the policyholder's rights and obligations regarding the review,

including any cooling-off rights offered and procedures applicable for the exercise thereof; and any other relevant details.

Each policyholder will be given a reasonable notice period to make an informed decision as to whether the policy continues to meet the policyholder's requirements as a result of the reviewed terms and conditions.

To take possession of damaged property

When you claim under this policy, you agree that we, and any person authorised by us, have the right to enter the damaged property, or take possession of it, and deal with it in any reasonable manner. This right does not imply that we accept liability for the claim. It also does not diminish our right to apply any condition of this policy.

You remain responsible for all damaged property until it is in our possession.

To take legal action on your behalf

If we have compensated you for loss or damage, we have the right to recover our costs from the responsible third-party. We have the right to take legal action on your behalf to defend or settle any third-party claim. You agree that we may conduct the legal proceedings to our full discretion.

You must cooperate fully with us. Specifically, you agree to:

- do nothing that will prejudice or limit our rights;
- give us all information and documents we require;
- sign any document or affidavit that we request to enable us to exercise our rights;
- attend depositions, hearings, trials and give evidence as necessary; and
- make no admission, offer, promise, payment or statement about Sasria's liability without our written consent.

Transfer of rights

Only you have the right to claim against us under this policy. This right may only be transferred to another person or entity if you should die or if the law orders it.

Sharing information

By entering into a contract with Sasria, you waive your right to privacy and agree that we may disclose to any other insurance company any relevant information that you, or someone else on your behalf, has provided to us.

Your responsibilities

To be covered

To be covered under your Sasria policy:

1. The underlying policy must have been valid and active on the date of the insured event for which you claim;
2. The Sasria premium payments must be up to date and we must have received all such payments; and
3. You must, for attached policies, comply with the terms and conditions of your Sasria policy and those of the underlying policy (with the exceptions described above under **Policies that**

attach to the underlying policies). For stand-alone policies, you must comply with the terms and conditions of your Sasria policy.

Pay the premium in advance

Your Sasria premium is payable in advance per month or per year. If the period of insurance is more than one month, but less than 12 months, the full annual premium will be payable in advance.

If we do not receive your premium by the due date, we will consider this policy to have lapsed at 24:00 (midnight) of the last day of the previous period of insurance, unless you can prove that the failure to pay was an error on the part of our agent or your broker.

Take all reasonable precautions

You must take all reasonable action to prevent loss or damage.

Do not withhold information or commit fraud

It is your responsibility to make sure that you give us all relevant information and that this information is complete, correct, and remains correct. If you withhold any information, or give us false or incorrect information, we may refuse to pay your claim.

We have the right to verify or investigate any information that you submit.

We have the right to reject a claim if you, or any person representing you, commit fraud in terms of this Sasria policy. If we refuse to pay your claim because of fraud or attempted fraud, we will not refund premiums already paid and may start legal proceedings against the defrauding party.

You commit fraud if you, or anyone on your behalf:

- submit a false or dishonest claim under this policy;
- use false or dishonest means or false information to benefit from the cover that we provide; or
- deliberately cause an insured event. For example, if you should deliberately cause a fire or add fuel to it.

Compensation

How we compensate you

If you have a valid claim, we will compensate you for the lost or damaged property by making a payment to you, or by repairing, replacing or reinstating the damaged property.

Who gets the compensation?

If we accept liability, we compensate the policyholder, or his beneficiary in the event of his death, except in the following cases:

1. If the lost or damaged property is still under finance, we will pay the financial institution first.
2. If the lost or damaged property has been sold to you, but the seller still has an insurable interest in the property, we will compensate the seller proportionally if you write to us and request us to do so.

If the compensation that settles the claim is accepted, we will have no further liability regarding the claim.

Policy limits

The limits of compensation are detailed in the respective policies.

Agreed value

If the property is leased, rented or hired under an agreement that requires the insured to insure the property and/or be responsible for it at an agreed value, the sum insured will be the stipulated agreed value.

Countries where you are covered

This policy covers only property situated in the Republic of South Africa or in the territorial waters of South Africa. The 1982 United Nations Convention on the Law of the Sea defines territorial waters as "a belt of coastal waters extending 12 nautical miles (22.2 km) from the baseline (usually the mean low-water mark) into the sea".

Sasria has an agreement with the Namibian special risk insurance association (Nasria). In terms of this agreement, you have Sasria cover in Namibia for a maximum of sixty (60) consecutive days.

Disputes

If a dispute arises as to the compensation payable, or the liability of Sasria, we will refer the matter for arbitration in terms of the arbitration laws in force at that time in the Republic of South Africa, at a place that we will determine.

You will not have the right to take legal action against Sasria until the arbiter has made a decision. The decision of the arbiter will be final and binding.

Amendment

You, or Sasria, may amend this policy, but no amendment to this policy will be valid unless a director of Sasria has signed the amendment.

How to claim

What to do after an insured event

1. Contact your underlying insurer. The underlying insurer will let you know if you have a special risk claim and will handle the Sasria claim on your behalf.
2. Report the incident to the police within 48 hours and get a case number.
3. Do not make any offer or promise or admit responsibility.
4. Do not leave any damaged property without supervision, if possible.

You must claim, or notify us of the intention to claim, under this policy within thirty (30) days of the date of the insured event.

If we receive your claim or notification more than twelve (12) months after the date of the insured event, we will not consider liability, unless the claim is the subject of pending legal action or if the underlying insurer has not yet completed the final assessment of the loss. It is your responsibility to notify Sasria immediately of a pending legal action or delay in the final assessment.

Supporting documents

For all claims, we will request supporting documents or information. Your underlying insurer will send you a list of all the required documents.

Material damage (Fire)

Material damage (Fire) attaches to the underlying policy. Please see the general terms and conditions above for an explanation of attached policies.

Important words and phrases

Word or phrase	Defined meaning
Civil commotion	Large-scale violence by members of the public, causing injury to people or damage to property.
Consequential loss	Loss or damage that is not directly caused by an insured risk, but which is an indirect consequence or result of the insured risk.
Labour disturbance	<p>In the case of Slabbert Burger vs Sasria, disturbance in a labour context was defined as “an overt disturbance of the public peace in defiance of authority, leading to physical damage”.</p> <p>Sasria will only consider a claim for loss or damage as a result of a labour disturbance if all four of the following elements are present:</p> <ul style="list-style-type: none"> • A disturbance of the public peace; • Which happens openly, or which is clear upon observing; • In disobedience of authority; and • Which leads to physical loss or damage.
Lockout	<p>According to section 213 of the Labour Relations Act (66 of 1995), a lockout means “the exclusion by an employer of employees from the employer’s workplace, for the purpose of compelling the employees to accept a demand in respect of any matter of mutual interest between employer and employee, whether or not the employer breaches those employees’ contracts of employment in the course of or for the purpose of that exclusion”.</p> <p>This definition may be amended by South African law from time to time.</p>
Looting	<p>To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers.</p> <p>Sasria does not cover theft.</p>
Policyholder	<p>The person(s) or juristic entity in whose name the policy is issued.</p> <p>A policyholder could be:</p> <ul style="list-style-type: none"> • A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or • A subsidiary of the holding company; or • An entity other than a company; or • A person or persons.

Public disorder	A riot or other civil commotion that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations.
Riot	<p>In terms of case law, riot means the tumultuous disturbance of public peace by an assembly of three or more persons acting together in the execution of some private objective.</p> <p>Sasria will only consider a claim for loss or damage as a result of a riot, if all four of the following elements are present:</p> <ul style="list-style-type: none"> • Three or more persons who have assembled with the same objective; • A tumultuous disturbance of the public peace; • Which leads to strife, violence or threats of violence; and • Physical loss or damage. <p>In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.</p>
Strike	<p>According to section 213 of the Labour Relations Act (66 of 1995), a strike means "the partial or complete concerted refusal to work, or the retardation or obstruction of work, by persons who are or have been employed by the same employer or by different employers, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between employer and employee, and every reference to 'work' in this definition includes overtime work, whether it is voluntary or compulsory".</p> <p>This definition may be amended by South African law from time to time.</p>
Terrorism	<p>The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims.</p> <p>Please note that Sasria cover does not extend beyond the borders of South Africa. In other words, if terrorism happens outside the borders of South Africa, Sasria does not cover that. Furthermore, Sasria does not cover consequential loss emanating from any acts of terrorism.</p>

WHO do we cover?

In the Material Damage policy, Sasria covers the policyholder.

What we cover

Sasria will compensate you for the loss of, or damage to, property insured in the underlying policy, if that loss or damage is directly related to, or caused by:

1. 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;
2. 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;
3. 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;

4. Any attempt to perform any act referred to in clauses 1, 2 and 3 above;
5. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clauses 1, 2, 3 or 4 above;
6. Looting committed as part of the acts described in 1, 2, 3, 4 or 5 above.

What we DON'T cover

Sasria does not compensate you for:

1. Any form of consequential or indirect loss or damage, other than the loss of rent. We will only cover loss of rent if the underlying policy specifically insures it, and only until the insured building is again suitable to be rented out or occupied;
2. Consequential loss or damage resulting from stopping work, totally or partially, or from delaying, interrupting or stopping any process or operation;
3. Loss or damage resulting from a lawful authority confiscating, commandeering or requisitioning insured property, permanently or temporarily, or any attempt to do so;
4. Loss or damage, in any way caused by, or contributed to, an act of terrorism that uses, or threatens to use, any nuclear weapon or device, or any chemical or biological agent;
5. Loss or damage, in any way caused by, or contributed to, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, 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 a state of siege;
6. Any attempt to perform any act referred to in clauses 4 and 5 above;
7. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clause 4 and 5 above;
8. Loss or damage caused directly or indirectly by, or through, or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in South African territory to which this policy applies;
9. Loss or damage caused by prevention of access (for example, deterioration of stock or perishables);
10. Loss or damage for which you are liable in terms of a contract, unless you would have been liable for the damage in the absence of the contract;
11. Loss or damage caused directly or indirectly by a nuclear event. A nuclear event is an incident or accident involving the release of radioactive material with negative health and environmental effects.

If we reject a claim by reason of exclusion 5 or 8, you will have to prove that the loss or damage was not related to exclusion 5 or 8.

Conditions

If an insured building or structure is destroyed and Sasria has accepted liability for your claim, you may replace the destroyed building with an equivalent building at another site. Our liability will be limited to the cost of reinstating the destroyed building or structure at the original site.

Compensation

The limit of compensation for the period of insurance is R500 million (excluding VAT), even if the sum insured exceeds R500 million (excluding VAT). Sasria allows for the reinstatement of cover if the limit of compensation has been exhausted during the period of insurance. An additional premium will be charged for reinstated cover for the remainder of the period of insurance.

You may take out additional Sasria cover up to R1 billion at an additional premium. The limit of R1 billion applies to additional cover for Material Damage and Business Interruption combined.

Sasria will base compensation for a single lost or damaged item, or for all the lost or damaged items together, on the sum insured, even if there is a Basis of Loss Settlement clause in the underlying policy.

Motor

Motor is a stand-alone policy with its own terms and conditions. It does not attach to the terms and conditions of the underlying policy.

Important words and phrases

Word or phrase	Defined meaning
Civil commotion	Large-scale violence by members of the public, causing injury to people or damage to property.
Consequential loss	Loss or damage that is not directly caused by an insured risk, but which is an indirect consequence or result of the insured risk.
Labour disturbance	<p>In the case of Slabbert Burger vs Sasria, disturbance in a labour context was defined as “an overt disturbance of the public peace in defiance of authority, leading to physical damage”.</p> <p>Sasria will only consider a claim for loss or damage as a result of a labour disturbance if all four of the following elements are present:</p> <ul style="list-style-type: none"> • A disturbance of the public peace; • Which happens openly, or which is clear upon observing; • In disobedience of authority; and • Which leads to physical loss or damage.
Lockout	<p>According to section 213 of the Labour Relations Act (66 of 1995), a lockout means “the exclusion by an employer of employees from the employer’s workplace, for the purpose of compelling the employees to accept a demand in respect of any matter of mutual interest between employer and employee, whether or not the employer breaches those employees’ contracts of employment in the course of or for the purpose of that exclusion”.</p> <p>This definition may be amended by South African law from time to time.</p>
Looting	<p>To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers.</p> <p>Sasria does not cover theft.</p>
Policyholder	<p>The person(s) or juristic entity in whose name the policy is issued.</p> <p>A policyholder could be:</p> <ul style="list-style-type: none"> • A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or • A subsidiary of the holding company; or • An entity other than a company; or • A person or persons.

Public disorder	A riot or other civil commotion that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations.
Riot	<p>In terms of case law, riot means the tumultuous disturbance of public peace by an assembly of three or more persons acting together in the execution of some private objective.</p> <p>Sasria will only consider a claim for loss or damage as a result of a riot, if all four of the following elements are present:</p> <ul style="list-style-type: none"> • Three or more persons who have assembled with the same objective; • A tumultuous disturbance of the public peace; • Which leads to strife, violence or threats of violence; and • Physical loss or damage. <p>In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.</p>
Strike	<p>According to section 213 of the Labour Relations Act (66 of 1995), a strike means "the partial or complete concerted refusal to work, or the retardation or obstruction of work, by persons who are or have been employed by the same employer or by different employers, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between employer and employee, and every reference to 'work' in this definition includes overtime work, whether it is voluntary or compulsory".</p> <p>This definition may be amended by South African law from time to time.</p>
Terrorism	<p>The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims.</p> <p>Please note that Sasria cover does not extend beyond the borders of South Africa. In other words, if terrorism happens outside the borders of South Africa, Sasria does not cover that. Furthermore, Sasria does not cover consequential loss emanating from any acts of terrorism.</p>
Total loss	A vehicle is a total loss if the cost to repair the damage to the vehicle exceeds 70% of the retail value of vehicle.

WHO do we cover?

The Motor policy covers the policyholder and any insured entity or person named in the schedule.

Vehicles categories

Sasria covers any vehicle of the categories listed below, including accessories and spare parts fitted onto the vehicle.

Motor category 1 (M1)

- Motor cars (business and private use only, not used for the conveyance of goods for trade purposes)

The term "motor cars" includes cars, SUVs, micro-buses, station wagons, safari vans, motorised caravans, minibuses, minivans and domestic trailers and caravans.

- Motor cycles (business and private use only, not used for the conveyance of goods for trade purposes)

Motorcycles, 3-wheeled vehicles, motorised wheel chairs, auto cycles, motor scooters, e-bikes, mechanically-assisted pedal cycles and unipeds.

- Light delivery vehicles (LDVs) (private use only)

The vehicle must be insured in the name of an individual and used solely for private purposes.

We cover a farmer's fleet of LDVs, provided that the vehicles are used for private purposes only, and each vehicle is listed on the schedule of the underlying motor policy.

The underlying policy must be endorsed as follows:

'It is warranted that the vehicle insured herein is used purely for private and domestic use and not used for the conveyance of goods for trade purposes.'

Motor category 2 (M2)

- Motor cars (used for the conveyance of goods for trade purposes)

The term "motor cars" include cars, LDVs, micro-buses, station wagons, safari vans, motorised caravans, minibuses, minivans, caravans and domestic trailers, where such vehicles are used for the conveyance of goods for trade purposes.

- Motor cycles (used for the conveyance of goods for trade purposes)

Motorcycles, 3-wheeled vehicles, motorised wheel chairs, auto cycles, motor scooters, e-bikes, mechanically-assisted pedal cycles and unipeds, where such vehicles are used for the conveyance of goods for trade purposes.

- Non-registered types

Non-registered vehicles may be insured under the Motor section. These vehicles are described as manually assisted vehicles, such as, but not limited to, lawnmowers, golf carts, forklifts, goods-carrying trolleys, tractors with or without lifting apparatus, road rollers, quad bikes, tractors used for maintenance of recreational grounds, sprayers (disinfectant, sanitary and tar), water carts, road graders, scarifiers, sweepers, tower wagons and compressors.

Motor category 3 (M3)

- Minibus

A motor vehicle designed or adapted for the conveyance of more than nine, but not more than 16 persons, including the driver.

- Midibus

A motor vehicle designed or adapted for the conveyance of more than 16, but not more than 35 persons, including the driver.

Motor category 4 (M4)

- Motor vehicles insured under an underlying Motor Trader policy and owned by, or in the custody or control of, a motor dealer, a panel beater, or the like.

Motor category 5 (M5)

- Buses

A bus means any vehicle designed or adapted for the conveyance of more than 35 persons, including the driver.

Motor category 6 (M6)

- Registered mobile plant

A vehicle designed to be used on a construction site and registered to be driven on a public road.

Motor category 7 (M7)

- Bus Rapid Transit system

A bus authorised to operate along a rapid transport lane in a bus rapid transport system, and which has a regulated floor height and door configuration designed to facilitate speedy access of passengers to and from dedicated boarding facilities.

Motor category 8 (M8)

A commercial vehicle with a gross vehicle mass of 3500kg and above, used for the conveyance of goods for trade purposes.

Relationship between vehicle and the policyholder

For Sasria to cover loss or damage to a vehicle, the vehicle must be:

- Owned by the policyholder or an insured entity or person; or
- Leased by the policyholder or an insured entity or person; or
- A replacement vehicle that the policyholder or an insured entity or person is using while their own vehicle is with a service provider for a service, repairs or an overhaul.

What we cover

Sasria will compensate you for the loss of, or damage to, a vehicle insured in the underlying policy, if that loss or damage is directly related to, or caused by:

1. 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;
2. 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;
3. 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;

4. Any attempt to perform any act referred to in clauses 1, 2 and 3 above;
5. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clauses 1, 2, 3 or 4 above;
6. Looting committed as part of the acts described in 1, 2, 3, 4 or 5 above.

What we DON'T cover

Sasria does not compensate you for:

1. Any form of consequential or indirect loss or damage, depreciation of any nature, wear and tear, and any form of mechanical or electrical failure or breakdown;
2. Consequential loss or damage resulting from stopping work, totally or partially, or from delaying, interrupting or stopping any process or operation;
3. Loss or damage resulting from a lawful authority confiscating, commandeering or requisitioning insured property, permanently or temporarily, or any attempt to do so;
4. Loss or damage, in any way caused by, or contributed to, an act of terrorism that uses, or threatens to use, any nuclear weapon or device, or any chemical or biological agent;
5. Loss or damage, in any way caused by, or contributed to, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, 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 a state of siege;
6. Any attempt to perform any act referred to in clauses 4 and 5 above;
7. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clause 4 and 5 above;
8. Loss or damage caused directly or indirectly by, or through, or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in South African territory to which this policy applies;
9. Loss or damage for which you are liable in terms of a contract, unless you would have been liable for the damage in the absence of the contract;
10. Loss or damage caused directly or indirectly by a nuclear event. A nuclear event is an incident or accident involving the release of radioactive material with negative health and environmental effects.

If we reject a claim by reason of exclusion 5 or 8, you will have to prove that the loss or damage was not related to exclusion 5 or 8.

Conditions

1. If an insured vehicle is a total loss, the policy will end from the date of such total loss and no refund of the premium will be payable to the policyholder.
2. If an insured vehicle is used to convey goods for trade purposes at the time of the loss or damage, and it is not insured in the correct Motor category, we will not be liable for such loss or damage to the vehicle.
3. You may cancel your Sasria Motor policy at any time, but no pro-rata refund of the premium will be payable if you were paying the minimum premium. See [INSERT LINK](#) to check if you were paying the minimum premium.
4. At the end of each period of insurance, you must declare all fleet vehicles insured under this policy so that Sasria can make a premium adjustment. You must give us the declaration within 45 days of the end of each period of insurance. We will refund you 50% of the premium or require you to pay the additional premium, as applicable.
5. You must provide your broker with a list of all vehicles insured under this policy as and when we request it.
6. If Sasria accepts liability for a claim under this policy, we extend cover to include damage to a third-party vehicle that is not insured with Sasria, but only if the incident took place while the third-party vehicle was driven on a public road.

Compensation

There is no excess payable if you claim under your Sasria Motor policy.

In the event of a total loss:

1. If an insured vehicle is less than 12 (twelve) months old, from the date of first registration, and the vehicle has travelled less than 2500km per month on average since the date of first registration, Sasria agrees to bear the costs of replacing the vehicle with a new vehicle of the same make and model (subject to the availability thereof). This applies only to vehicles not exceeding 3500kg gross vehicle mass.
2. For vehicles not meeting the condition in 1., the maximum compensation will be the lesser of the retail value (as reflected in the latest TransUnion Auto Dealer Digest) or the agreed value stated on the Sasria policy schedule.

Accessories or spare parts:

If any spare part or accessory required for the repair of a vehicle is no longer available in South Africa, we will pay you a sum equal to the value of the spare part or accessory at the time of the loss or damage. However, the compensation will not exceed the manufacturer's last listed price when the spare part or accessory was still available in the Republic of South Africa.

Towing and storage costs:

If the insured vehicle is involved in an incident that Sasria covers, you must arrange towing and storage with the underlying insurer's authorised service provider. If Sasria accepts liability for the claim, we will refund the underlying insurer. We will also pay the reasonable cost to deliver the vehicle to your address in South Africa after repairs.