



Renasa Personal Policy Wording

HTI Insurance Brokers (Pty) Ltd

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Authorised Financial Services Provider FSP12780 Co Reg no. 2002/012941/07

INTRODUCTION

This policy and the schedule are the contract between Renasa Insurance Company Limited (the insurer) and you (the insured).

Renasa agrees to provide insurance in terms of this policy during any period of insurance for which a premium has been paid and accepted.

The proposal and/or declaration that you have made is/are the basis of the contract and form(s) part of this policy.

Signed on behalf of the insurer

Renasa Insurance Company Limited

Head of Underwriting.

Please read your policy carefully and let your broker know of any changes and/or further information you require. Ensure that you understand the contents of all the documentation, and please pay special attention to all the policy exclusions. Also ensure that all details contained in the policy schedule are correct. It is vital that you tell us or your broker if you pay your insurance premium monthly and you change

1. *your bank or financial institution;*
2. *the branch of your bank or financial institution; and/or*
3. *your account number.*

If you do not advise us about changes, your premium debit will not be processed, and we cannot guarantee continuance of your insurance cover.

Your authorisation to your insurer:

1. I acknowledge that the sharing of insurance information for underwriting and claims purposes (including credit information) among insurers is in the public interest, as it enables them to underwrite policies and assess risks fairly, and to reduce the incidence of fraudulent claims, with a view to limiting premiums.
2. On my own behalf and on behalf of any person I represent in terms of this policy, I hereby waive my right to privacy with regard to underwriting or claims information (including credit information) that I or any other person provide on my behalf, in respect of any insurance policy or claim made or lodged by me.
3. I acknowledge that the insurance information I provide may be stored in the shared data base and used as set out above, as well as for any decision pertaining to the continuance of my policy or the meeting of any claim I may submit.
4. I consent to such information being disclosed to any other insurance company or its agent.
5. I acknowledge that the information may be verified against legally recognised sources or data bases.

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SECTION 1 – DOMESTIC BUILDINGS

Definitions

1. **Accidental damage means** damage that occurs suddenly as a result of an unexpected and non-deliberate action.
2. **Active soils means** soil that changes in volume to varying degrees in response to changes in moisture content i.e. the soil may increase in volume (heave or swell) upon wetting and decrease in volume (shrink) upon drying out.
3. **Buildings means** any permanent structure used for domestic purposes within the grounds of your home including:
 - (a) fixtures, fittings and lifts;
 - (b) domestic fixed fuel tanks, rainwater tanks, solar power systems and water recycling systems;
 - (c) swimming pools, saunas, spa baths including all fixtures and fittings;
 - (d) underground water, gas and service pipes, cables, sewers and drains; domestic boreholes including pumps;
 - (e) Fixed generators;
 - (f) fitted irrigation systems;
 - (g) ornamental Fountains, fixed statues and ponds;
 - (h) piers, wharves and docks situated on the private property;
 - (i) terraces, patios, hard tennis courts, paved driveways, footpaths;
 - (j) walls, gates, hedges and fences;
 - (k) radio and television aerials, satellite dishes, their fittings and masts;
 At the risk address shown in the policy schedule, and which belong to you or for which you are legally responsible.
4. **Building replacement value means** the cost of rebuilding the building.
5. **Fixture & fittings means** all items that are fixed to and form part of the structure of your home including fitted furniture, fitted appliances, climate control systems, security systems, solar hot water systems and hot water heat exchange systems.
6. **Landslip means** 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.
7. **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.
8. **Subsidence means** the downward movement of a site on which the buildings foundation stands, from causes unconnected with the building (if present).
9. **Territorial limits means** the Republic of South Africa.

Cover Provided

1. **Our indemnity to you**
If there is loss of or destruction or damage to the dwelling, arising from or caused by an insured event,
 - 1.1 we will by payment or at our choice by reinstatement or repair, indemnify you, provided that if at the time of the destruction or damage the value of the dwelling, including the cost of demolition and professional fees amount to more than the insured amount, you will be your own insurer for the difference and bear a rateable proportion of the loss,
 - or
 - 1.2 within 6 (six) consecutive months of the date of destruction or damage you may choose to reinstate the dwelling on the same site (or on another site and in the way you want, subject to our liability not being increased) as close as possible to its condition when new, provided that
 - 1.2.1 the reinstatement must begin and finish in a reasonable time, otherwise we settle in terms of 1.1;
 - 1.2.2 we are not liable for the cost exceeding the cost that would have been payable in terms of 1.1, until the cost has been incurred by you; and
 - 1.2.3 if at the time of reinstatement, the cost including the cost of demolition and professional fees that would have been incurred in reinstating the dwelling had it been totally destroyed, exceeds the insured amount on the dwelling at the time of destruction or damage, you will be your own insurer for the difference and bear a proportion of the reinstatement
2. **Insured Events**
The insured events are:
 1. Loss or damage to the building which happens during the period of insurance and which is not specifically excluded.
Provided that
 - (i) The amounts payable shall not exceed the sum insured shown on the schedule and/or the limits indicated under limits below:
 1. Breakage of glass and sanitary ware limited to 10% of the Sum insured.

2. Fixed filtration plant, water-pumping machinery, electronic gates, garage door machinery, automatic sprinklers and burglar alarm systems, surveillance cameras, intercom systems or any similar device limited to 10% of the Sum Insured
 3. public supply or mains connections, sewerage, gas, electricity or telephone connections limited to 10% of the Sum Insured;
 4. electrical surge other than surge caused by lightning limited 10%
Provided that you
 - (i) have complied with the requirements of the local municipal by laws and the electricity supply authority at the time of the loss; and
 - (ii) are responsible for the first 5% (minimum R750) of each and every loss.
 5. theft of fixtures and fittings following forcible and violent entry or exit from the building;
 6. accidental damage limited to R100,000 in total any one claim
Provided that we are not liable for
 - (a) the first R5 000 of each and every claim, or
 - (b) loss, destruction or damage caused by or resulting from wear and tear, mechanical and/or electrical breakdown, depreciation, rust, mildew, moth, vermin, insects, or any previously described event (under par 2: Insured Events) or any gradually operating cause, processes of dyeing, cleaning or renovating, the action of light or atmospheric conditions, confiscation or detention by any process of law, or lack of reasonable maintenance, or
 - (c) consequential loss of any nature.
- (ii) You will be responsible for First amount payable.

3. Rent

If the dwelling becomes uninhabitable as a result of an insured loss, destruction or damage, we will pay you up to 25% of the insured amount any one incident in a 12 (consecutive) month period. The amount payable will be based on the period necessary for reinstatement, and the monthly

- (a) rental value of the unfurnished dwelling if it was your permanent residence, or
- (b) rent of the unfurnished dwelling if it was rented at the time of the loss, destruction or damage;
- (c) the cover includes reasonable accommodation for your domestic pets..

4. Public Authorities' Requirements

We pay costs necessarily incurred in repairing or rebuilding in accordance with the requirements of public authorities, following upon destruction or damage to the dwelling by an insured event.

5. Fire Extinguishing Charges

We indemnify you for the cost of fire extinguishing, following upon fire damage to the dwelling, or for the prevention of fire damage to the dwelling, provided the charges do not exceed 15% of the gross claim expenditure.

6. Cost Of Demolition And Professional Fees

We pay costs you necessarily incur with our written consent for

- 5.1 demolishing, shoring up any part of the building and making the site safe, removing debris from the site or the area immediately adjacent and erecting hoarding facilities required for building operations;
 - 5.2 architects, quantity surveyors and consulting engineers' fees; and
 - 5.3 local authorities' scrutiny fees,
- up to an amount equal to 15% of the sum insured following upon loss of or destruction or damage to the dwelling by an insured event.

7. Security Guard(S)

We indemnify you for costs not exceeding R10 000, reasonably incurred in employing a security guard, following upon loss or damage caused by an insured event.

8. Property Owners' Public Liability

If your dwelling is insured by this section, indemnity is provided by Section Personal Liability, in so far as it applies to the liability of property owners.

9. Garden Damage

We indemnify you for costs not exceeding **R50 000**, reasonably and necessarily incurred by you in your capacity as owner of the dwelling for the replacement of trees, shrubs, lawns, plants and fixed sprinkler installations situated on the premises of the dwelling, following upon

damage caused by storm, theft, fire, firefighting or other emergency services operations, explosion, impact by vehicles or aircraft or other aerial devices, deliberate or malicious acts, excluding theft or attempted theft.

10. Essential Alterations

If you or a member of your family who resides with you permanently is totally disabled as a direct result of illness or an accident, and as a result of such a disability, you or a member of your family who permanently resides with you is permanently dependent on a wheelchair for mobility, we will in addition to any amount payable, also contribute towards the purchase of a wheelchair and/or altering your private residence to facilitate the use of such a wheelchair, provided that our liability for such costs does not exceed R50 000 for any one event.

11. Removal of uprooted trees

We will pay, with our written consent, the reasonable cost to remove fallen trees caused by fire, lightning, explosion, storm, wind, water, hail or snow.

12. Building Alterations and improvements

We will cover you up to 25% of the sum insured for additions, alterations made to the building provided that you inform us thereof within 90 days of the change. You will be liable for any additional premium due.

Loss or damage to building materials, fixtures and fittings which you own or for which you are responsible is covered provided that theft will be limited to visible forcible and violent entry into the building.

13. Cover before property transfer

If you are buying a new home, this policy will cover the building for loss or damage caused by fire, lightning, explosion, storm, wind, water, hail or snow from the time you exchange contracts until transfer has been completed. To obtain the benefit of this additional cover, you must comply with the terms of this policy and the home is subsequently insured with us.

14. Geyser and pipes

Damage caused to geysers and pipes (not the elements and corrosion rods) and by the leaking or bursting of a geyser, its parts and any concealed pipes.

15. Glass breakage - The necessary and reasonable costs you incurred following breakage of glass including:

- (a) Temporary boarding up;
- (b) Repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;
- (b) Replacement lettering or other ornamental work and alarm foil on glass.

16. Keys or locks

Loss of or damage to keys and locks including the reprogramming of any alarms, electronic locks and/or security devices up to R 15,000.

17. Loss of water by leakage – We will pay for charges raised by a local authority for water lost through leakage from pipes on your property provided that:-

- (a) the consumption reading must be at least 50% more than the average of the previous four (4) readings preceding it;
- (b) you take immediate steps to repair the pipes affected on discovery of a leak by physical evidence and on receipt of an abnormally high water account;
- (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.

18. Public supply and mains connections

Accidental damage to water, sewerage, gas, electricity and telecommunication connections belonging to you or for which you are legally responsible, between the property and the public supply or mains.

19. Tracing of leaks and repairs

We will pay upon our written authorisation, any necessary and reasonable costs you incur up to an amount of R25000, to trace the source of a water, gas or oil leak from any fixed domestic water or heating appliance and any resulting and necessary repairs to floors, walls and ceilings. The first sign of the leakage must have taken place after the start date of this section;

20. Subsidence and Landslip Standard

In regards to damage caused by subsidence and landslip the policy covers the building, outbuildings and garages only.

Specific Exclusions applicable to this extension:

Loss or damage caused by or arising from the following:

- a) Normal Settlement;
- b) The inadequate compaction of infill or construction;
- c) Damage, which existed prior to the commencement of the policy;
- d) The removal or weakening of support to any building;
- e) Excavations on or under land other than mining operations;
- f) Defective design, materials or workmanship;
- g) Alterations, additions or repairs to the buildings.

The following is also specifically excluded under this extension:

- a) Loss or damage to boundary, retaining and garden walls, gate posts and fences, driveways, paving and swimming pools, tennis courts, septic or conservancy tanks, drains, paths and terraces;
- b) 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;
- c) 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;
- d) Work necessary to prevent further loss or damage due to subsidence or landslip except where appropriate design precautions were implemented during the original construction of the building and any subsequent additions thereto.

SPECIAL EXCLUSIONS

We will not be liable for:

1. the First Amount Payable shown in the schedule;
2. loss or damage caused by or attributable to a lack of maintenance, damage caused over a period of time, faulty or defective workmanship or construction, faulty design of the dwelling (as defined), or damage caused by vermin, insects or fungi;
3. any structure which is not erected in accordance with building regulations applicable at the time;
4. destruction or damage caused by or arising from subsidence, landslip or heave of land supporting the dwelling;
5. loss or damage caused by:
 - a) dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by storm or fire;
 - b) erosion;
 - c) a rise in the underground water table, acid mine water
 - d) anything that happens gradually, wear and tear, rust, dust, mildew, corrosion, decay, misuse, lack of maintenance, smoke, dust and rising damp, acid mine water, a rise in the underground water table;
 - e) scratching, chipping, cracking or denting;
 - f) cracking or scratching of sanitary ware or glass
 - g) insects, pests or domestic pets;
 - h) pollution or contamination;
 - i) construction, alteration or repairs, or materials;
 - j) defective workmanship, design, the use of faulty materials in the construction of the building;
 - j) where the relevant local authority did not or would not have approved the structure at the time of construction;
 - k) there is no cover for non-standard construction unless it has been agreed in writing by us;
 - (i) acts of nature either cause or contribute to the damage of unroofed or partially roofed structures.
 - l) additional costs resulting from the unavailability of matching materials;
 - m) cracking or collapse of the building unless caused by fire, explosion, earthquake, malicious damage, special perils
 - n) roots or weeds.
 - o) depreciation
 - p) normal settlement;
 - q) inadequate compaction of infill or construction;
 - c) damage, which existed prior to the commencement of the policy;
 - d) removal or weakening of support to any building;
 - e) excavations on or under land other than mining operations;
 - g) alterations, additions or repairs to the buildings.
 - i) mechanical, electrical or electronic breakdown.
 - j) 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;
 - k) there is no cover for stolen building materials and unfitted fixtures and fittings, unless they are stored inside the building and there are visible signs and forced entry into the building.
 - l) theft of fitted fixtures and fittings
 - m) water leaking from:
 - (i) fixed water tanks, apparatus and pipes while your home is not being lived in for **60** days or more; or
 - (ii) swimming pools.
 - n) caused because of cleaning, repairing or restoring by any manner or method;
 - o) of or to any tools, gardening implements, garden furniture, automatic swimming pool cleaning equipment;
 - p) covered by any manufacturer's guarantee, purchase agreement or service contract.

- r) caused intentionally by the tenant, theft or attempted theft unless accompanied by violence or force is used to enter or leave the building;
 - s) geysers unless caused by fire, explosion, earthquake, malicious damage, special perils.
6. breakage of glass and sanitary ware while the building is unoccupied..
7. chipping, scratching or disfiguration of glass and sanitary ware.

SPECIAL CONDITIONS

1. **Matching of building materials**

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

OPTIONAL COVER

The following cover needs to be specifically requested by you and requires the completion of an additional questionnaire. If we agree to give the cover the policy schedule will record this and an additional premium will be payable. This cover will form part of the total insured amount for buildings.

1. **Subsidence and Landslip Extended**

In regards to damage caused by subsidence and landslip the policy covers the building, outbuildings and garages including driveways, paving and swimming pools and tennis courts. This cover is subject to the submission of a Geotechnical survey and report.

Specific Exclusions applicable to this extension:

We will not be liable for loss or damage caused by or arise from the following:

- a) Normal Settlement;
- b) The inadequate compaction of infill or construction;
- c) Damage, which existed prior to the commencement of the policy;
- d) The removal or weakening of support to any building;
- e) Excavations on or under land other than mining operations;
- f) Defective design, materials or workmanship;
- g) Alterations, additions or repairs to the buildings.

The following is also specifically excluded under this extension:

- a) Loss or damage to boundary, retaining and garden walls, gate posts and fences, septic or conservancy tanks, drains, paths and terraces unless the buildings are damaged at the same time;
- b) Damage caused as a result of the contraction and/or expansion of active soils due to the moisture or water content of such active soils as is experienced in clay and other similar types of ground except where Geotechnical Engineering design precautions have been implemented during construction.
- c) 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;
- d) Work necessary to prevent further loss or damage due to subsidence or landslip except where appropriate design precautions were implemented during the original construction of the building and any subsequent additions thereto.

SECTION 2 – HOUSEHOLD CONTENTS

DEFINITIONS

For the purpose of this section:

1. **dwelling** means your private residence and its domestic outbuildings (domestic staff quarters, garages and other buildings that are completely walled and roofed) situated at the risk address shown in the schedule;
2. **property insured** means
 - 2.1 **Contents** of the dwelling being household goods and personal effects (including money and conversion bonds, up to R3 000);
 - 2.2 **General All Risks being** Jewellery and watches, personal effects, photographic equipment, cell phones, laptops/notebooks/palmtops/portable computers and any property normally worn or designed to be held by or carried on a person and removed from the home.
The following is not covered under General All Risks
 - a) items used for business or professional purposes;
 - b) hearing aids;
 - c) fire arms and guns;
 - d) parachutes, para-gliders and hang-gliders;
 - e) or any contents not covered elsewhere under the terms of this policy
 - 2.3 **Home Office Goods and Equipment** being goods and equipment used in a small home office (excluding all manufacturing) in the dwelling that belongs to you or for which you are responsible (for which we will indemnify you up to 10% of the insured amount for this section);
 - 2.4 **Tenants Fixtures and Fittings** being fixtures and fittings in, on or forming part of the dwelling, belonging to you as a tenant and not as the owner of the building(s);
3. **Accidental damage** means fortuitous damage that occurs suddenly as a result of an unexpected and non-deliberate action.
4. **General All Risks** means Jewellery and Watches, Personal effects, photographic equipment, cell phones, laptops/notebooks/palmtops/portable computers and any property normally worn or designed to be held by or carried on a person when removed from the home
5. **Business** means non-manufacturing business that you conduct at or from an office at the risk address noted in the policy schedule, in line with your occupation as declared on the Proposal Form.
6. **Business contents** means furnishings, supplies and equipment used in a home business professional activity including 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 noted in the policy schedule
7. **Contents means** household goods, clothing and personal effects, jewellery and watches, business goods and equipment normally kept at the private residence which belong to you or are legally your responsibility.
8. **Contents specified** means specified items, which cannot be covered under General All Risks or Contents due to the insured amount, being in excess of the maximum limit.
9. **Jewellery and watches means jewellery and watches** which are worn or used for personal adornment
10. **Credit cards means** credit, debit, charge, cheque, and bank or cash point cards.;
11. **Money means** current cash, cheques, traveller's cheques, postal orders, money orders, bank drafts, travel and other tickets of monetary value, phone cards, current postage stamps, savings stamps, certificates, premium bonds, gift vouchers, share certificates or other negotiable instruments.
12. **Outdoor and garden items** means garden and patio furniture, flower containers, children's play equipment, garden statues and ornaments, domestic garden maintenance equipment, motorized lawnmowers and power equipment and other similar items that are normally left outdoors.
13. **Personal effects** means your clothing and personal belonging designed to be either worn or carried.
14. **Replacement value/cost** means the cost of replacing your lost or damaged items with like, kind and quality or the amount required to repair the damage, whichever is less, up to the insured amount.
15. **Recompilation of data and/or reinstatement of programmes** means recompilation of data and/or reinstatement of programmes/recorded on data carrying media.
16. **Student means** Permanent members of your household in full-time education while they are studying within the Republic of South Africa who are financially dependent on you.
17. **Territorial limits** means;

- a) for Contents - the Republic of South Africa;
- b) for General All Risks - Worldwide, with the risk address limited to the Republic of South Africa.

18. **Unattended baggage means** any bag or luggage away from home, excluding watches and jewellery that you are not personally looking after.

COVER PROVIDED

1. OUR INDEMNITY TO YOU

If the property insured is lost or damaged by an insured event, we will pay for or may choose to repair or replace such property. The amount payable is equal to the current replacement cost.

If at the time of loss or damage the cost of replacing the property insured as new is greater than 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

The insured events are:

- a) loss or damage to the contents, up to the insured amount, unless otherwise excluded, which occurs at the dwelling situate at the risk address as indicated in the policy schedule;
Subject to the following limits and exclusions:
 - (i) Contents kept in outbuildings, garages and stables at your risk address subject to a maximum of **R30,000** unless theft or attempted theft is accompanied by violent and forcible entry;
 - (ii) Contents temporarily removed to another premises within the Republic of South Africa, subject to **15%** of the sum insured maximum R 100,000 per incident provided that theft or attempted theft is accompanied by violent and forcible entry;
 - (iii) Accidental damage to Contents up to R100,000 per incident;
 - (iv) Bicycles – Loss or damage to bicycles up to an amount of R50,000 per bicycle and R100,000 per incident at the risk address or when temporarily removed from the home. Loss or damage to bicycles left unattended is excluded, unless locked to a fixed structure or in a locked building;
 - (v) Business contents - Loss or damage to business contents, provided that theft or attempted theft must be accompanied by violent and forcible entry, up to an amount of R250,000;
 - (vi) Deterioration of food in any refrigerator/deep freeze unit as a result of breakdown of or accidental damage to the unit or failure of power supplied by public authorities. We will pay you to replace the contents up to an amount of R50,000 per incident;
 - (vii) Garden furniture and outdoor items that are normally left outside up to an amount of R50,000 and one incident;
 - (viii) Keys or locks (for the dwelling being) including the reprogramming of any alarms, electronic locks and/or security devices up to an amount of R15,000;
 - (ix) Documents your personal and travel documents (including theft outside the buildings), to, up to R10 000 of any one event. Liability is limited to value of materials and the cost of labour in reinstating the documents or obtaining duplicates and not for the value to you of the content.
 - (x) Laundry and other items not normally left outside up to an amount of R15,000
 - (xi) Money is limited to an amount of R25,000 per calendar year. Cover is only applicable if the money is kept in a locked safe at the risk address and the loss or damage arising out of theft or attempted theft accompanied by violent and forcible entry;
 - (xii) Recompilation of data and or reinstatement of programmes up to an amount of R20,000 in respect of any occurrence or series of occurrence arising out of any one event for costs and expenses necessarily and reasonably incurred as a result of accidental erasure .
- b) loss or damage to
General All Risks items as defined while temporarily removed, subject to a limit of R250,000 per incident
Provided that in respect of any:
 - (i) Precious metal items, watch, item of jewellery, furs with a value greater than R50000 the Ownership Warranty ,3 under Applicable warranties is complied with.
 - (ii) Sport equipment belonging to you including damage whilst participating in a sport up to an amount of R100,000;
 - (iii) Unattended baggage excluding watches and jewellery not in your personal control up to an amount of R50,000 any one incident;

3. CONTENTS IN TRANSIT :-

- (a) Loss or damage up to the Contents sum insured any one event caused by fire, lightning, explosion, theft, collision or overturning of the conveying vehicle when contents are 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 reasonable steps have been take to safeguard each item;
- (b) Loss or damage caused by 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;
- (c) Loss of or damage to groceries and household goods, subject to a limit of R100 000 while you transport these by any vehicle to your risk address;

Provided that:-

Theft of contents is limited to forcible and violent entry into a securely locked vehicle or into a securely locked building wherein the vehicle is housed.

4. **RIDE ON LAWN MOWERS, SHOP RIDERS, MOTORISED KIDDIES CYCLES**
up to an amount of **R 5,000** for loss or damage to ride-on lawnmowers, shop riders, or motorised kiddies cycles. Theft is limited to forcible and violent entry from a locked building;
5. **DOMESTIC STAFF'S PROPERTY**
If household goods and personal effects (excluding money and conversion bonds) not otherwise insured belonging to your domestic staff, are lost or damaged in the dwelling by an insured event, we indemnify the domestic staff, up to R10 000 of any one claim.
6. **GUESTS' PROPERTY**
If household goods and personal effects (excluding jewellery, watches, money, bank cards and conversion bonds) not otherwise insured belonging to a guest temporarily residing with you or visiting you are lost or damaged by an insured event, we will indemnify the guest up to R10 000 for any one event, provided that theft or attempted theft is accompanied by violent and forcible entry.
7. **MEDICAL/VETERINARY EXPENSES**
If medical and veterinary expenses are incurred as a result of accidental bodily injury sustained by any
 - (a) person other than yourself, caused by a domestic animal owned by you;
 - (b) guest or visitor, arising from any defect in the dwelling;
 - (c) domestic staff in the course and scope of their employment with you, or
 - (d) domestic animal owned by you arising from a road accident or as a result of violence by burglars;
 we will pay the expenses, up to R5 000 per person or animal per incident.
8. **ACCIDENTAL DEATH**
If you sustain accidental bodily injury while in the dwelling or on its premises and die as a direct result of the injury, we will pay R100 000 in total, provided that death occurs within 12 (twelve) consecutive months of the injury.
9. **RENT**
If the dwelling becomes uninhabitable because of loss or damage caused by an insured event, we will for the period necessary for reinstatement, indemnify you for
 - (i) rent for which you are liable, if you are a tenant; and
 - (ii) if you are a tenant or the owner of the dwelling, any reasonable additional costs incurred in providing alternative board and lodging for yourself, your family and domestic staff normally resident with you;
 - (iii) any reasonable costs for kenneling your domestic pets,
 up to 25% of the insured amount for household contents in total per event.
10. **FIRE BRIGADE CHARGES & CLEARANCE COSTS**
Fire brigade charges & clearance costs relating to the extinguishing or fighting of fire provided you are legally liable for such costs and the insured property was in danger from the fire, the maximum amount payable is **15%** of the gross claim expenditure;
11. **STUDENT & SCHOLAR PROPERTY**
Student and scholar possessions whilst at a boarding school, college, university or other student accommodation including transit there and back provided that theft or attempted theft must be accompanied by violent and forcible entry.
12. **SECURITY GUARD(S)**
We indemnify you for costs not exceeding R10 000, reasonably incurred in employing a security guard(s), following upon the occurrence of an insured event.
13. **LOSS OF WATER BY LEAKAGE**
We indemnify you for the cost of water lost through leakage from pipes on your property where you are responsible to pay the charge for such water subject to the following:
 - (i) In the event of the quarterly reading of water consumption exceeding the average of the last previous four quarterly readings by 50% or more, we indemnify you for the cost of such additional water consumed, up to a limit of R10 000.
 - (ii) You will be responsible for the First Amount Payable shown in the schedule.
 - (iii) Up to R10 000 (determined after all amounts payable by you under 15.1 and 15.2 above have been calculated) is payable for not more than one separate incident during a period of 12 (twelve) consecutive months.
 - (iv) It is a condition precedent to liability under this extension that you will upon discovery of a leak (by physical evidence or upon receipt of an abnormally high water account) take immediate steps to repair the pipe(s) affected.
 - (v) This extension does not cover the cost of remedial action or for the repairs to the pipe(s) affected.
 - (vi) We are not liable for claims

- a) as a result of leaking taps, geysers, toilet systems and swimming pools;
- b) while the property is unoccupied for a period in excess of 60 (sixty) days, or
- c) where the water level of a swimming pool has to be topped up as a result of evaporation, or leaking inlet or outlet pipes.

14. GARDEN DAMAGE

We indemnify you for costs not exceeding R10 000, reasonably and necessarily incurred by you in your capacity as the owner of the dwelling for the replacement of trees, shrubs, lawns, plants and fixed sprinkler installations located on the premises of the dwelling, following upon damage caused by fire, firefighting or other emergency services operations, explosion, impact by vehicles or aircraft or other aerial devices, deliberate or malicious acts, excluding theft or attempted theft.

15. REMOVAL TO A PLACE OF SAFETY

If a claim is accepted under par 11: Rent, we will pay the reasonable costs necessarily incurred in removing your household contents and personal effects from the risk address to a storage depot or other place of safety, and the storage costs for the period required to repair your dwelling to a habitable condition, but not exceeding a total amount of R10,000.

16. OUTDOOR EQUIPMENT

loss or damage of outdoor equipment and/or camping equipment up to an amount of R100,000 whilst being temporarily used for holiday purposes;

17. RADIO OR TELEVISION MASTS, AERIALS

Damage by any cause to satellite receiving equipment, including radio or television masts, aerials installed in and attached to your home or which you own or for which you are responsible as tenant;

18. POSSESSIONS OF YOUR PARENT OR GRANDPARENT

possessions of your parent or grandparent who reside in a nursing home or residential care home up to an amount of R35,000, provided that theft or attempted theft must be accompanied by violent and forcible entry;

SPECIAL EXCLUSIONS

Applicable to INSURED EVENTS (a) only

We are not liable for;

1. theft from the dwelling while lent, let or sub-let, unless accompanied by forcible and violent entry or exit;
2. loss of or damage or injury to animals (other than veterinary expenses covered by the **Medical/Veterinary Expenses extension**;
3. more than one gold coin, stamp and coin collections;
4. any amount in excess of one-third of the insured amount for Contents for the total value of precious metals and stones, jewellery, watches, furs, rugs and carpets;
5. loss of or damage to property more specifically insured;
6. loss of or damage to property
 - (i) in the open caused by storm, water, wind, hail or snow to items left outside, 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;
 - (iii) damage to the building and water apparatus or fixed oil-heating apparatus;
 - (iv) loss or damage
 - (a) to contents in storage depot or a bank safe deposit, or
 - (b) to contents in any building not being in the insured dwelling;
 - (c) conversion and other bonds;
5. to musical instruments by scratching, bruising, breakage of strings or reeds and splitting of skins;
6. to firearms;
7. by over-winding mechanical apparatus, watches and clocks;
8. consequential loss of any nature.
9. Theft or attempted theft, malicious damage or sudden leaking of water if the home is unoccupied (occupation of staff quarters by domestic employees does not constitute occupancy) for more than sixty (60) consecutive days.

Applicable to ALL INSURED EVENTS

We will not be liable for;

10. any precious metals and/or stones, jewellery, watches, rugs and/or carpets or articles/items or sets with an item/article value in excess of R250 000;
11. loss or damage caused by or comprising of the following:
 - (i) the First Amount Payable shown in the schedule;
 - (ii) the voluntary excess shown in the schedule;
 - (iii) dryness or humidity, being exposed to light or extreme temperatures;
 - (iv) coastal or river erosion;
 - (v) a rise in the underground water table;

- (vi) anything that happens gradually, including smoke, dust and rising damp or mildew;
 - (vii) scratching, chipping, cracking or denting;
 - (viii) insects, pests or domestic pets;
 - (ix) pollution or contamination;
 - (x) misuse, defective workmanship or design, or the use of faulty materials;
 - (xi) lack of maintenance, wear and tear, rust or corrosion;
 - (xii) construction, alteration or repairs, or materials;
 - (xiii) where acts of nature either cause or contribute to the damage of unroofed or partially roofed structures.
 - (xiv) any additional costs resulting from the unavailability of matching materials;
 - (xv) cracking or collapse of the building unless caused by external causes;
 - (xvi) roots or weeds;
 - (xvii) loss or damage caused, sustained or incurred beyond the territorial limits;
 - (xviii) caused by household pests (such as rodents, ants and moths);
 - (xix) caused because of cleaning, repairing or restoring by any manner or method;
 - (xx) of or to any tools, gardening implements, garden furniture;
 - (xxi) of or to automatic swimming pool cleaning equipment;
 - (xxii) of or to any portable computer equipment or cellular devices;
 - (xxiii) of or to any contents of refrigerators or freezers;
 - (xxiv) covered by any manufacturer's guarantee, purchase agreement or service contract.
 - (xxv) the cost of reproduction or repair of data of any kind;
 - (xxvii) mechanical, electrical or electronic breakdown;
 - (xxviii) accidental erasure, viruses, incorrect entry or the inadvertent cancellation or corruption of data;
 - (xxix) caused by or resulting from:
 - (xxx) depreciation, rust, mildew, moth, vermin, insects;
 - (xxxi) any gradually operating cause, processes of dyeing, cleaning or renovating, the action of light or atmospheric conditions;
 - (xxv) confiscation or detention by any process of law;
 - (xxvi) lack of reasonable maintenance
12. loss or damage to tenanted premises caused intentionally by the tenant or; theft or attempted theft unless violence or force is used by someone other than the tenant or someone under his direction or with his consent to enter or leave the home;
13. Under INSURED EVENTS (b) General All Risks for Contents listed below
- a) items used for business or professional purposes;
 - b) hearing aids;
 - c) fire arms and guns;
 - d) parachutes, para - gliders and hang - gliders;
14. loss or damage due to theft or attempted theft of jewellery and or watches exceeding R 75,000 unless contained in a locked safe or bank deposit or vault;
15. any paintings, works of art/fine art articles/items or sets with an item/article value in excess of R50,000
16. motor vehicles, caravans and trailers, including its fitted accessories, air or watercraft (not a surfboard or paddle ski) and its equipment;
17. any loss within and away from your home where the value exceeds R 25,000 unless the valuation certificate and or proof of ownership predates the loss

SPECIAL EXTENSIONS (If stated to be included in the schedule)

- 1 to contents in storage depot or a bank safe deposit, or
- 2 to contents in any other building with theft limited to forcible and violent entry or exit;

APPLICABLE WARRANTIES

1. BURGLAR ALARM WARRANTY

The following burglar alarm warranty is applicable,

if theft cover is conditional upon an alarm with armed response being fitted, or where a discount has been allowed for the fitting of such an alarm, and it is reflected in this section's (Household Goods) policy schedule that the burglar alarm warranty is applicable:

It is a condition precedent to liability that a burglar alarm be installed 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.

If you are in breach of the conditions of this warranty, we may at our discretion accept your claim, and you will be responsible for the first 30% of the loss, provided that if the installation/fitting of an alarm is a condition precedent to us providing you with theft cover you will have no theft cover.

2. SAFE WARRANTY

Warranted that jewellery and watches with an item limit in excess of R250,000 **will** be securely locked away in a S.A.B.S. or insurer approved safe when not being worn. Such safe to be secured to a load bearing brick or concrete wall or concrete floor forming part of the building. Safe keys or access codes must not be kept in the vicinity of the safe.

3. OWNERSHIP WARRANTY

It is warranted that jewellery, watches and articles made of precious metal, with a value greater than R50,000 have been valued by a certified, competent valuator and that such valuations are not kept in the same safe or in the vicinity of the valued item. In the event of a claim we will, at our discretion require proof of both ownership and value of any item of jewellery, watches and article of made of precious metal with values in excess of **R50,000**.

Should we reject liability as a result of breach of conditions, the burden of proving the contrary will rest on you.

We will not pay for any loss within and away from your home where the value exceeds **R50,000** unless the valuation certificate and or proof of ownership predates the loss.

SPECIFIC CONDITIONS

1. Basis of Indemnity

We will decide whether to repair or replace the lost or damaged item or to make cash settlement based on the replacement cost. Contents that are obsolete or unusable for the purpose for which they were originally intended because of their age or condition, the payment basis would be replacement value.

- (a) Cash in lieu of settlement - The replacement cost that we would incur net of any commercial or trade discounts, if you choose cash payment or if we choose to make a cash payment to you.
- (b) Where any insured article consists of a pair or set, we will not pay more for the article than its proportionate value with regard to the total value of the pair or set.

2. Jewellery and watches

subject to the following conditions:-

- (a) Settlement for loss of or damage to jewellery and watches whilst kept at the home will be limited to one third of the total contents insured amount;
- (b) Loss or damage to jewellery and watches due to theft or attempted theft at your risk address as noted on the policy schedule or when temporarily removed to other premises must be accompanied by violent and forcible entry.
- (c) Loss of or damage to any item of jewellery and/or watches in excess of an item value of R 25,000 is subject to you producing a valuation certificate which predates the loss.
- (d) Loss of or damage to any item of jewellery and/or watches in excess of an item value of R 25,000 when removed from the home will only be covered if these items are being worn or carried by you at the time of the loss;

3. Items kept in vault

Loss of or damage to items described in the policy schedule and which are kept in a safe deposit and/or vault of a registered bank or otherwise. The items are covered only whilst kept in the safe deposit and/or vault, unless you have notified us of the transit and paid the applicable premium. We will pay up to **25%** of the amount stated on the policy schedule for the loss of or damage to items described whilst temporarily removed from the safe deposit and/or vault.

4. Whilst in transit we shall not be liable for loss or damage resulting from or caused by:

- (a) any contents not adequately packed and secured, having regard to the nature of the item;
- (b) theft of jewellery and watches;
- (c) or arising whilst in transit by sea or air.

OUR RIGHTS



In the event of a loss, we may use a manufacturing jeweller to replace the item and should you choose the cash settlement, our indemnity to you will not exceed the amount for which they are able to replace the item

SECTION 3 - PERSONAL LIABILITY SECTION

DEFINITIONS

1. **You/ Your** - extends to include members of your family for which you are legally responsible and who reside with you.
2. **Third party** - any person other than a member of your family or domestic employee or any person in your service.
3. **Territorial limits** - Worldwide, but the domicile addresses limited to the Republic of South Africa.

COVER PROVIDED

1. OUR INDEMNITY TO YOU

If you become legally liable to pay compensation to third parties for death, bodily injury or illness or loss or damage to their property occurring during the period of insurance, we indemnify you, up to R20,000,000 for any one accident or series of accidents arising from one event, including costs and expenses

- 1.1 recoverable by any claimant from you, or
- 1.2 incurred with our written consent.

2. TENANTS

If you become legally liable as a tenant and not as an owner for damage to

- 2.1 the building of a dwelling and its domestic outbuildings (including fixtures and fittings) caused by an insured event specified in Section 2: Household Contents);
 - 2.2 fixed glass or to fixed sanitary ware, or
 - 2.3 water, gas, sewerage, electricity or telephone connections to the dwelling or outbuildings,
- we indemnify you in terms of paragraph 1: Our indemnity to you.

3. CREDIT, PURCHASE CARDS, PREPAID SERVICE CARDS AND SIM CARDS

We will indemnify you for legal liability because of the unlawful use of your credit, purchase, prepaid services card or Sim cards by a person not related to you. The maximum we will pay for any one claim is R 25,000 for any one claim or series of claims arising out of one event.

4. HOLE IN ONE OR FULL HOUSE

If you score a hole in one playing as an amateur in a game of golf in terms of the rules at any recognised golf club or score a full house in a game of bowls during an amateur tournament at any recognised bowling club, we will pay you R5,000 upon written confirmation by the secretary of the club.

5. SECURITY COMPANIES

In respect of a company providing security or armed response services for the property insured by Section 1: Homeowners (Buildings) and Section 2: Household Contents, and with whom you have entered into a written contract, Special Exclusion 4 is deleted and does not apply to any liability assumed in terms of the written contract entered into with such a company.

6. WRONGFUL ARREST AND DEFAMATION

If you become legally liable to pay compensation for damages resulting from wrongful arrest, wrongful searching of any person (including assault in connection therewith), or defamation of any person, we will indemnify you, up to R50,000 for any one claim or series of claims arising from one event.

7. LIABILITY FOR DOMESTIC EMPLOYEES

Legal liability through the employment of domestic employees in respect of accidents during the period of insurance resulting in bodily injury or illness to any person or loss or damage to property. The most we will pay is R 1,000,000 in respect of any one occurrence or series of occurrences arising out of any one cause.

8. DIRECTORS' OR OFFICERS LIABILITY

Legal liability arising out of any unpaid employment as a director or officer of a registered charity or other non-profit making organisation. The maximum we will pay for any one claim is R 500,000.

SPECIAL EXCLUSIONS

We will not indemnify you for compensation payable

1. to
 - 1.1 you or any member of your family normally resident with you;

- 1.2 any person acting in the course of their employment with you at the time of the accident other than domestic staff,
- 1.3 your directors, members, trustees or beneficiaries or members of their families normally resident with them if you are a company, close corporation or trust;
2. for loss, destruction or damage to property in the custody or control of
 - 2.1 you or any family member normally resident with you;
 - 2.2 any person acting in the course of their employment with you at the time of the accident;
 - 2.3 your directors, members, trustees or beneficiaries or their family members normally resident with them if you are a company, close corporation or trust;
3. directly or indirectly, due to
 - 3.1 your employment, business or profession;
 - 3.2 the ownership of land or buildings (other than buildings insured by Section 1: Homeowners (Buildings) and the premises on which they are located, provided that the land is used for residential purposes);
 - 3.3 the occupation of land or buildings, other than your dwelling or any other residence where you are residing as a guest;
 - 3.4 the use of any motor vehicle, caravan, trailer (other than unattached trailers), air or watercraft (other than model aircraft, surfboards or paddle skis) owned by or in the custody or control of yourself or your domestic staff.
 - 3.5 the spread of fire to adjacent properties, buildings or land situated on a small holding, farm or plot;
 - 3.6 any fine, penalty or multiple, punitive/exemplary damages;
 - 3.7 failures to pay maintenance or alimony or any amounts following a breach of promise;
 - 3.8 or arising from the purchase, sale, barter or exchange of property, or your failure to comply with your obligations relating thereto;
 - 3.9 arising from a dishonest, fraudulent or malicious act, or acts of physical assault or seduction committed by you;
4. for liability accepted by agreement that would not have applied in the absence of the agreement.
5. for Liability relating to building activities such as alterations, additions or renovations.
6. for liability relating to vibration or the removal or weakening of or interference with support to land, buildings or other property.
7. for liability in connection with HIV (Human Immunodeficiency Virus) or any related illness, including Aids (Acquired Immune Deficiency Syndrome) or any mutant derivative or variation thereof;

SECTION 4 - PERSONAL ACCIDENT

DEFINITIONS

For the purpose of this section **you/your** means the person in whose name this policy is issued and the

1. lawful or common law spouse or life partner of the person named in this policy; and
2. natural or adopted child or children of the person who is named in the schedule and who depend financially on and usually reside with the person in whose name the policy is issued.

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 one or 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%

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.

EXCLUSIONS

We are not liable under any insured event or extension for bodily injury, death, permanent disablement or disappearance, resulting from or sustained while participating in:

1. SPORT

- 1.1 mountaineering necessitating the use of ropes;
- 1.2 big game hunting;
- 1.3 sport as a paid professional, polo on horseback, steeple chasing, parachuting, winter sports involving snow or ice, ice hockey, parachuting, skydiving or hang-gliding, or
- 1.4 speed or duration tests or racing (other than on foot, on a bicycle or in a yacht).

2. MOTOR CYCLING

Motorcycling, motor quad cycling or motor tri-cycling.

3. TRAVEL

Travelling in an aircraft

- 3.1 not licensed for transporting passengers;
- 3.2 piloted by a person not licensed for the purpose for which it was being used, or
- 3.3 as a member or acting member of the crew or for trade or technical operation connected with the aircraft.

TRAVELLING IN A WAR ZONE

Including accidental occurrences, but excluding news reporting, camera and/or film crew activities.

4. YOUR CONDITION OR CONDUCT

Resulting from an accident caused by or attributable to

- 4.1 your participation in any riot, civil commotion, labour disturbance, strike or lockout or public disorder or any calculated act or activity, directed to bring these about;
- 4.2 your wilful misconduct, intentional self-injury or suicide;
- 4.3 any serious physical or mental defect or infirmity from which you were suffering before the accident;
- 4.4 you being under the influence of intoxicating liquor or drugs, unless prescribed by a medical practitioner other than yourself and taken in accordance with medical advice; and
- 4.5 the performance or attempt to perform
 - 4.5.1 any calculated act whether on behalf of any organisation, body or group of persons, 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, or
 - 4.5.2 any calculated act, 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 or any section thereof.

5. YOUR PROFESSION OR ACTIVITIES

Resulting from an accident caused by or attributable to working

- 5.1 in a mine, including underground and/or opencast mining activities
- 5.2 underground (in tunnels)
- 5.3 on an on- or offshore drilling rig
- 5.4 as a professional diver
- 5.5 as a crew member of a ship/watercraft
- 5.6 with explosives.

- 6. **AGE LIMIT**
Your 75th birthday.

- 7. **RIOT**
General Exclusions 13.3.1, 13.3.4, 13.3.5 and 13.3.7 of General Terms & Conditions do not apply to this section.

SECTION 5 - SPECIFIED ALL RISKS

DEFINITIONS

For the purpose of this section

1. **property insured** means:
 - 1.1 **Specified property** described in the specified article schedule.
2. Territorial limits are worldwide.

COVER PROVIDED

1. OUR INDEMNITY TO YOU

1.1 Specified:

If specified property insured is accidentally lost or damaged, we will pay for or may choose to repair or replace it.

2. COLLECTIONS (If stated to be covered in the policy schedule)

2.1 Stamp collections:

If a stamp collection is described in the specified article schedule,

2.1.1 we are only liable if one or more complete pages of the collection are lost or damaged; and

2.1.2 our liability for any one stamp will not exceed two-thirds of the value stated in any current recognised catalogue, up to R3 000 for any one stamp.

2.2 Coin collections:

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

2.2.1 current coins; and

2.2.2 our liability for any one coin will not exceed two-thirds of the value stated in any current recognised catalogue, up to R3 000 for any one coin.

3. CONTENTS OF A CARAVAN

If the contents of a caravan are included in the specified article schedule, the following will apply to such contents:

3.1 Definition

Property insured means household goods, but excludes computers, clothing, personal effects and sports equipment, that belong to you or are your responsibility, while in the caravan or attached side tent.

3.2 Indemnity to You

If the property insured is accidentally lost or damaged, we will pay for or may choose to repair or replace it. The amount payable is equal to the current replacement cost.

If at the time of loss or damage the cost of replacing the property insured as new is greater than the insured amount, you will be your own insurer for the difference and bear a rateable proportion of the loss or damage.

3.3 Exclusions

We are not liable for

3.3.1 theft of property insured while the caravan or attached side tent is unoccupied, unless accompanied by forcible and violent entry;

3.3.2 the permanent fittings of the caravan; and

3.3.3 loss or damage caused by fraud or dishonesty by any person to whom the caravan is on loan or hire.

SPECIAL EXCLUSIONS

We are not liable for:

1. motor vehicles, trailers, caravans, hang-gliders, air and watercraft other than surfboards and paddle skis;
2. property insured (other than fitted car radios if specified in the schedule) lost from an unattended motor vehicle, unless
 - 2.1 the property insured was concealed in a locked boot or compartment forming part of a locked vehicle and the loss is accompanied by violent and forcible entry into the vehicle, or
 - 2.2 there is violent and forcible entry into the building where the vehicle is stored;
3. wear and tear or depreciation;
4. electrical or mechanical breakdown not accompanied by insured damage;
5. the value of any article as part of a set;
6. the cost of reproducing sound, data and images on tapes, records, film or magnetic media;

7. loss or damage caused
 - 7.1 by vermin, moths or gradually operating causes;
 - 7.2 during any process of cleaning, dyeing or renovating;
 - 7.3 by confiscation or detention by any process of law;
8. consequential loss of any kind; and
9. the cost of re-testing eyes for replacing spectacles

SECTION 6 - MOTOR VEHICLE

DEFINITIONS

For the purpose of this section **motor vehicle** means

1. a car;
2. a goods-carrying vehicle with a gross vehicle mass not exceeding 3 500kg, listed in the schedule and owned, hired or leased by you or on loan to you, or
3. any vehicle (and its spare parts and accessories) hired, leased or temporarily used by you as a replacement for your own insured vehicle while your vehicle is being overhauled, serviced or repaired by a member of the motor trade, provided that our maximum liability will not exceed the limit of indemnity of your replaced vehicle, listed in the schedule, and the description of use is the same as for the replaced vehicle.

SUB-SECTION A: COVER PROVIDED FOR INSURED VEHICLES

1. OUR INDEMNITY TO YOU

Loss of or damage to the vehicle:

- 1.1 If the vehicle or any part of it is lost or damaged, 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 instalment sale or lease agreement, any money due to you will be used first towards the repayment of the debt in terms of such an agreement. The receipt of the owner(s) referred to in the agreement will be a complete discharge to us for the repayment.

The maximum amount payable by us is as follows:

- 1.2 If, within 12 (twelve) consecutive months of first registration the vehicle is
 - 1.2.1 stolen or hijacked and not recovered and returned to us, or
 - 1.2.2 damaged, and the assessed cost of repairs exceeds 70% of the current new retail price, including value-added tax (VAT), the current purchase price of a new vehicle of the same or a similar model, or the limit of indemnity shown in the schedule, whichever is the lower, less the First Amount Payable.
- 1.3 If the vehicle is lost or damaged more than 12 (twelve) consecutive months after first registration, the limit of indemnity shown 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.

In the event of you being indemnified in terms of 1.2 or 1.3 above, no premium refund will be made for the unexpired period of insurance.

2. PROTECTION AND REPAIR COSTS

If insured loss or damage occurs,

- 2.1 we will pay the reasonable cost of storage, protection, towing and removal of the vehicle to the nearest repairer or place of safety pending repair, up to an amount of R1 750 (if Renasa assist is used, this limit falls away).
- 2.2 You may authorise repairs to the vehicle for up to R5 000 without our consent, provided that a detailed quotation is given to us as soon as practicable after repairs have been carried out.

3. DELIVERY AFTER REPAIR

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

4. 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.

5. WINDOW GLASS

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

6. LOSS OF KEYS

We indemnify you, up to R5 000 of any one claim for the replacement of your insured vehicle's locks and keys, including any remote alarm control and reprogramming of the alarm system if necessary, following upon

- 6.1 the loss of your insured vehicle's key or alarm control or damage to locks caused by theft or attempted theft, or
- 6.2 you having reason to believe that an unauthorised person may be in possession of a duplicate key or alarm control.

Payment will be made without alteration of the claim-free bonus or application of an excess.

7. CREDIT SHORTFALL

If any total loss settlement under paragraph 1: **Our indemnity to you**, is less than the amount owed by you to the financier under a current instalment sale or lease agreement, we will pay you an additional amount equal to the shortfall, less

- 7.1 any arrear instalments or rentals and interest payable on such arrears;
- 7.2 all premium refunds for the cancellation of any insurance cover relating to the motor vehicle;
- 7.3 the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
- 7.4 the First Amount Payable, provided that
- 7.5 the total amount payable, including the amount paid or payable under par 1.2 or 1.3: Our indemnity to you does not exceed the limit of indemnity, less the First Amount Payable;
- 7.6 this extension does not apply to an agreement whereby the amount of any single instalment differs by more than 10% from any other instalment; and
- 7.7 if such a shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease, the insurance by this extension will be void.

8. EMERGENCY ACCOMMODATION

We will pay you for the costs necessarily incurred for one night away from your private residence if you are unable to complete your journey as a direct result of loss or damage to your vehicle resulting in a claim under this section, provided that

- 8.1 the limit of our liability is R5 000 in total; and that
- 8.2 such costs are incurred more than 250km away from your private residence.

9. WRECKAGE REMOVAL COSTS

In addition to the limit of indemnity, we will pay the reasonable costs and expenses (including towing and storage described under paragraph 2 Protection and repair costs) incurred by you for removing debris of wreckage of an insured vehicle, not exceeding an amount of R10,000.

10. 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.

11. ESSENTIAL ALTERATIONS

If you are permanently and totally disabled as a direct result of a motor accident, and as a result of the disability, you are permanently dependent on a wheelchair for mobility, we will, in addition to any amount payable, contribute towards the purchase of a wheelchair and/or alterations to your private motor vehicle and/or your private dwelling to facilitate the use of such a wheelchair, provided that our liability for such costs resulting from an accident or series of accidents arising from one cause does not exceed R50 000 for any one event.

SUB-SECTION B: LIABILITY TO THIRD PARTIES

- 1. In the event of an accident caused by or in connection with the vehicle or attached trailer, caravan, car or goods-carrying vehicle with a gross vehicle mass not exceeding 3 500kg being towed (not for reward), we will indemnify you against all amounts, including claimant's costs and expenses for which you become legally liable, for
 - 1.1 death or bodily injury to any person, or
 - 1.2 damage to property.
- 2. We will pay costs and expenses incurred with our written consent.
- 3. We may arrange for
 - 3.1 representation at any inquiry into death, or
 - 3.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.
- 4. In terms of Liability to Third Parties (par 1 and 2 above) we will
 - 4.1 indemnify any person who is driving or using the vehicle with your permission, provided that such a person
 - 4.1.1 is not entitled to indemnity under any other policy;
 - 4.1.2 as though s/he were you, is subject to the terms of the policy as far as these can apply; and
 - 4.1.3 has not been refused any motor vehicle insurance;
 - 4.2 indemnify you while driving a car or goods-carrying vehicle with a gross vehicle mass not exceeding 3 500kg, excluding damage thereto,
 - 4.2.1 not owned by you; and not
 - 4.2.2 being purchased, leased or hired by you under a credit or similar agreement.

SPECIAL EXCLUSIONS

1. LOSS OR DAMAGE TO THE VEHICLE

We are not liable for

- 1.1 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;
- 1.2 depreciation, gradually operating causes, wear and tear, mechanical or electrical breakdown or breakage;
- 1.3 damage to the engine, unless some other part of the vehicle is damaged in an accident at the same time or, unless such damage is caused by thieves or persons with malicious intent;
- 1.4 damage to tyres by application of brakes or road punctures, cuts and/or bursts caused by obstacles and/or uneven road surfaces or impact with obstacles and/or uneven road surfaces, unless some other part of the vehicle sustains damage at the same time, attributable to the same incident, and the agreed damage is equal to or exceeds R2 500 or the excess/First Amount Payable, whichever is the greater;
- 1.5 damage to the suspension/chassis by application of brakes or caused by obstacles and/or uneven road surfaces or impact with obstacles and/or uneven road surfaces, or
- 1.6 undamaged parts. Our liability is limited to the cost of replacing the damaged part only and not the value it may have as a pair or set.

2. LIABILITY TO THIRD PARTIES

We are not liable for

- 2.1 death of or bodily injury to
 - 2.1.1 a member of your family normally resident with you;
 - 2.1.2 any person being transported in the trailer or caravan;
 - 2.1.3 an employee, other than domestic staff, of you or your family who is killed or injured in the course of such employment, or
 - 2.1.4 any passenger not being transported inside a car or passenger compartment or cab of any goods-carrying vehicle;
- 2.2 damage to property
 - 2.2.1 belonging to or held in trust by or in the custody or control of you or your family, or
 - 2.2.2 being transported in the trailer or caravan;
- 2.3 compensation provided or insurable in terms of any motor vehicle insurance legislation. However, should a loss be admissible in terms of this section, it will be limited to R5 000 000, or R2 500 000 if the driver of the insured vehicle is under 25 years of age, including all costs and expenses in respect of any one incident or series of incidents arising from one event;
- 2.4 more than R2 500 000, including all costs and expenses for death or bodily injury to persons travelling in the vehicle if being driven by a person under 25 years of age; and
- 2.5 more than R5 000 000, including all costs and expenses for any one accident or series of accidents arising from one event.

3. GENERAL

3.1 We are not liable for the following:

Loss, damage, injury or liability caused, sustained or incurred

- 3.1.1 beyond the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Zambia and Zimbabwe, except for loss of or damage to the vehicle while in transit at sea between ports within the territorial limits;
- 3.1.2 while the vehicle is being driven or used,
 - 3.1.2.1 other than in accordance with paragraph 2: Descriptions of use (below);
 - 3.1.2.2 by you (or any person with your consent), unless licensed to drive the vehicle and in possession of a valid driver's licence in terms of legislation applying to the territory where the vehicle is being used. If a licence is subject to renewal, the driver must have held and not be disqualified from holding or obtaining such a licence. This exclusion will not apply if the vehicle is being driven by you (or any person with your consent) while learning to drive, and legislation relating to learner drivers is being obeyed, or if you were unaware that the driver was not in possession of a valid driver's licence, and you can show that in the normal course of events it was reasonable for you to accept that the driver had a valid licence. Any driver will be deemed to be licensed to drive the vehicle if non-compliance with any licensing legislation is solely because of failure to renew any licence that is subject to periodic renewal;
 - 3.1.2.3 by you or by a dependent member of your family or by any person, while under the influence of intoxicating liquor or drugs or while the concentration of blood alcohol exceeds the statutory limit; and
 - 3.1.2.4 in a condition that does not comply with the provisions and regulations of The Road Traffic Ordinances of the Republic of South Africa or any similar legislation that applies to the territorial limits referred to in Special Exclusion 3.1.1 of this section;

- 3.1.3 while a goods-carrying vehicle is being used to transport goods for business or professional purposes.
- 3.2 We will not be liable for any claim or liability arising from a contract.

SPECIAL CONDITIONS AND EXTENSIONS

1. 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.

2. DESCRIPTION OF USE

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.

3. 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

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

4. TRAFFIC OFFENCES

It is a condition of this insurance that you notify us in writing immediately when you become aware of

- 4.1 any driving licence issued to you or your authorised driver being endorsed, suspended or cancelled, or
- 4.2 any driver of the vehicle being charged or convicted of reckless, negligent or inconsiderate driving.

5. CARE OF THE VEHICLE

You must take all reasonable steps to protect and maintain the vehicle in accordance with the roadworthiness requirements of any legislation applying within the territorial limits. We have the right of access to examine the vehicle or any part of it at any time.

6. 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.

7. GOODS-CARRYING VEHICLE EXCLUSION

We are not liable for 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.

8. 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.

9. RETAIL VALUE

Retail value means the retail value of your vehicle as indicated in the Auto Dealers' Guide by Mead and McGrouther. We may adjust the retail figure shown in the Auto Dealers' Guide to take into account pre-loss condition, mileage (kilometres), corrosion or other factors that the motor trade consider when determining the retail value of vehicles.

10. VEHICLE TRACKING WARRANTY (Applicable only if shown to apply in the Motor Vehicle schedule)

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.

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.

11. 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.

12. EXTENSIONS: 4x4 VEHICLES

If the insured vehicle is a 4x4 or a 2x4 (with differential lock), the following extensions apply:

12.1 Vehicle accessories and specialised items

We pay for repair or replacement of accessories and specialised fitments forming part of the vehicle, including fitted audio equipment, up to R10 000 in aggregate value, following loss or damage insured in terms of Sub-section A. 1: Our indemnity to you, and subject to the insured value of the vehicle being sufficient to include such items.

12.2 Mechanical or electrical breakdown of the vehicle's winching equipment

Notwithstanding anything to the contrary contained in this section, this extension provides cover for sudden and unforeseen mechanical or electrical breakdown, failure or breakage of the vehicle's winching equipment, subject to a maximum indemnity of R7 500. This extension excludes breakdown, failure or breakage attributable to defective design, parts or operation of the winching equipment beyond the stipulated load levels recommended by the manufacturer or supplier, or wear and tear or gradual deterioration of the winching equipment's consumable parts or components or cable or coupling devices.

12.3 Ex RSA imposed duties in the event of total loss of the insured vehicle, occurring beyond the borders of the RSA

In the event of total loss of or destruction of the vehicle occurring beyond the borders of the Republic of South Africa, but within the territorial limits described in this section, and as a result of events not excluded by this section/policy, then, following upon formal investigation and completion of inquiries to our complete satisfaction regarding the nature and circumstances of the loss, validity of the claim and verification of duties imposed by the ex RSA governing state in which the loss occurred, we will at our discretion pay the duties imposed by such ex RSA governing state. This payment will, however, not exceed 100% of the insured amount reflected for the vehicle in the schedule. Our liability in respect of this extension, together with the claim for material loss of or damage to the vehicle, does not exceed R750 000 in total.

You are required to pay an additional (to the standard First Amount Payable) First Amount Payable equal to 10% of the duty charged by such ex RSA governing state, and agreed to in terms of the cover provided in this extension.

12.4 Territorial limits

The territorial limits are amended to include the Republic of South Africa, Botswana, Lesotho, Namibia, Swaziland, Zimbabwe, Malawi, Zambia and Mozambique, also including transit at sea between ports in these territories, and loading and unloading incidental to such transit.

12.5 Vehicle repatriation costs

If the vehicle sustains insured loss or damage beyond the borders of the Republic of South Africa and within the territorial limits described in par 12.4, we will pay the costs necessarily incurred for the recovery and/or retrieval of the vehicle for return to you at the address stated in the schedule or to the premises of a repairer in the Republic of South Africa, up to a maximum indemnity of R20 000 in respect of each and every claim, less the First Amount Payable, if shown in the schedule.

OPTIONAL LIMITATIONS

Only applicable if the schedule shows the scope of cover as third party, fire and theft.

OUR INDEMNITY TO YOU (Restated)

Loss of or damage to the 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 instalment 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.

SPECIAL EXCLUSIONS (Restated)

LOSS OR DAMAGE TO THE VEHICLE

We are not liable for

1. any type of radio and other sound reproduction equipment, unless the entire vehicle is stolen at the same time;
2. depreciation, gradually operating causes, wear and tear, mechanical or electrical breakdown, failure or breakage, or
3. damage to the engine or tyres, unless some other part of the vehicle is damaged at the same time or, unless such damage is caused by thieves or persons with malicious intent.

The following are deleted:

4. MEDICAL EXPENSES
5. WINDOW GLASS, HEADLIGHT AND TAILLIGHT GLASS, HEADLIGHT AND TAILLIGHT UNITS
6. LOSS OF KEYS
7. CREDIT SHORTFALL
8. EMERGENCY ACCOMMODATION
9. WRECKAGE REMOVAL COSTS
11. ESSENTIAL ALTERATIONS
12. EXTENSIONS: 4X4 VEHICLES

SPECIAL CONDITIONS (Restated)

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.

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

The following are deleted from cover under this section:

1. OUR INDEMNITY TO YOU: Loss or damage to the vehicle
2. PROTECTION AND REPAIR COSTS
3. DELIVERY AFTER REPAIR
4. MEDICAL EXPENSES
5. WINDOW GLASS
7. CREDIT SHORTFALL
6. LOSS OF KEYS
8. EMERGENCY ACCOMMODATION
9. WRECKAGE REMOVAL COSTS
10. FIRE EXTINGUISHING COSTS
11. ESSENTIAL ALTERATIONS
12. EXTENSIONS: 4X4 VEHICLES

ONLY THE PARAGRAPH HEADED SUB-SECTION B: LIABILITY TO THIRD PARTIES IS APPLICABLE.

SECTION 7 - MOTOR CYCLE SECTION

DEFINITIONS

For the purpose of this section **vehicle** means a motorcycle or scooter (with or without a sidecar) and specifically excludes quad bikes and all-terrain vehicles listed in the schedule and owned by you.

SUB-SECTION A: COVER PROVIDED FOR THE INSURED VEHICLE

1. OUR INDEMNITY TO YOU

Loss or damage to the vehicle:

- 1.1 If the vehicle or any part of it is lost or damaged, 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 instalment sale or lease agreement, any money due to you will be used 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.
- 1.2 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.

In the event of you being indemnified in terms of 1.2 above, no premium refund will be made for the unexpired period of insurance.

2. PROTECTION AND REPAIR COSTS

If insured loss or damage occurs,

- 2.1 we will pay the reasonable cost of towing, storage, protection and removal of the vehicle to the nearest repairer, subject to a maximum amount of R1 750; and
- 2.2 you may authorise repairs to the vehicle for up to R2 000 without our consent, provided that a detailed quotation is given to us as soon as practicable after repairs have been carried out.

3. DELIVERY AFTER REPAIR

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

4. CREDIT SHORTFALL

If any total loss settlement under par 1: Our indemnity to you, is less than the amount you owe to the financier in terms of a current instalment sale or lease agreement, we pay you an additional amount equal to the shortfall, less

- 4.1 any arrear instalments or rentals, including interest payable on such arrears;
- 4.2 all premium refunds for cancellation of any insurance cover relating to the motor vehicle;
- 4.3 the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period calculated to the month in which the claim is settled;
- 4.4 the First Amount Payable, provided that
- 4.5 the total amount payable, including the amount paid or payable under 1.1 or 1.2 of Our indemnity to you will not exceed the limit of indemnity, less the First Amount Payable;
- 4.6 this extension does not apply to an agreement whereby the amount of any single instalment differs by more than 10% from any other instalment; and
- 4.7 if such a shortfall is as a result of a re-advance in terms of an instalment sale or refinancing in terms of a lease, the insurance by this extension will be void.

SUB-SECTION B: LIABILITY TO THIRD PARTIES

1. In the event of an accident caused by or in connection with the vehicle, we will indemnify you against all amounts, including claimant's costs and expenses for which you become legally liable in respect of
 - 1.1 death of or bodily injury to any person, or
 - 1.2 damage to property.
2. We will pay costs and expenses incurred with our written consent.
3. We may arrange for
 - 3.1 representation at any inquiry into death, or
 - 3.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.
4. In terms of Liability to Third Parties (par 1 and 2 above), we indemnify any person who is driving or using the vehicle with your permission, provided that such a person
 - 4.1 is not entitled to indemnity under any other policy;

- 4.2 as though s/he were you, is subject to the terms of the policy as far as they can apply; and
- 4.3 has not been refused any motor vehicle insurance.

SPECIAL EXCLUSIONS

1. LOSS OR DAMAGE TO THE VEHICLE

We are not liable for

- 1.1 theft of accessories, unless the vehicle is stolen at the same time;
- 1.2 any type of radio and other sound reproduction equipment;
- 1.3 depreciation, gradually operating causes, wear and tear, mechanical or electrical breakdown, failure or breakage;
- 1.4 damage to the engine, unless some other part of the vehicle is damaged at the same time or, unless such damage is caused by persons with malicious intent;
- 1.5 damage to tyres by application of brakes or by road punctures, cuts and/or bursts caused by obstacles and/or uneven road surfaces or impact with obstacles and/or uneven road surfaces, unless some other part of the vehicle sustains damage at the same time, and the agreed damage is equal to or exceeds R2 500, or the excess/First Amount Payable, whichever is the greater;
- 1.6 damage to the suspension/chassis by application of brakes or caused by obstacles and/or uneven road surfaces or impact with obstacles and/or uneven road surfaces, or
- 1.7 undamaged parts. Our liability is limited to the cost of replacing the damaged part only and not the value it may have as a pair or set.

2. LIABILITY TO THIRD PARTIES

We are not liable for

- 2.1 death of or bodily injury to any pillion or sidecar passenger;
- 2.2 damage to property belonging to or held in trust by or in the custody or control of you or your family;
- 2.3 any compensation provided or insurable in terms of any motor vehicle insurance legislation. However, should a loss be admissible in terms of this section, it will be limited to R500 000, including all costs and expenses in respect of any one incident or series of incidents arising from one event; and
- 2.4 more than R5 000 000, including all costs and expenses in respect of any one accident or series of accidents arising from one event.

3. GENERAL

3.1 We are not liable for loss, damage, injury or liability caused, sustained or incurred

- 3.1.1 beyond the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Zambia and Zimbabwe, except for loss or damage to the vehicle while in transit at sea between ports within the territorial limits;
- 3.1.2 while the vehicle is being driven or used, other than in accordance with description of use by you (or any person with your consent), unless licensed to drive the vehicle in terms of legislation applying to the territory where the vehicle is being used. If a licence is subject to renewal, the driver must have held and not be disqualified from holding or obtaining such a licence. This exclusion will not apply if the vehicle is being driven by you (or any person with your consent) while learning to drive, and legislation relating to learner drivers is being obeyed. Failure to renew a driving licence that is subject to periodic renewal will not invalidate insurance in terms of this section of the policy;
- 3.1.3 by you or a dependent member of your family or by any person with your consent and knowledge while under the influence of intoxicating liquor or drugs, or while the concentration of blood alcohol exceeds the statutory limit; and
- 3.1.4 in a condition that does not comply with the provisions and regulations of The Road Traffic Ordinances of the Republic of South Africa or any similar legislation that applies to the territorial limits referred to in Special Exclusion 3.1.1 of this section.

3.2 We are not liable for any claim or liability arising from a contract.

SPECIAL CONDITIONS

1. 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. You will immediately repay us any First Amount Payable we may have paid.

The First Amount Payable is calculated separately for each vehicle.

2. DESCRIPTION OF USE

- 2.1 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.

- 2.2 Where the category of use is shown in the schedule as **business and 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, 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.

3. TRAFFIC OFFENCES

You must notify us in writing immediately when you become aware of any

- 3.1 driving licence issued to you or your authorised driver being endorsed suspended or cancelled, or
- 3.2 driver of the vehicle being charged or convicted of reckless, negligent or inconsiderate driving.

4. CARE OF THE VEHICLE

You must take all reasonable steps to protect and maintain the vehicle in accordance with the roadworthiness requirements of any legislation applying within the territorial limits. We have access to examine the vehicle or any part of it at any time.

5. 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.

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

- 1. Only Sub-section B: Liability to third parties is applicable.
- 2. The following are deleted:

SUB-SECTION A: COVER PROVIDED FOR THE INSURED VEHICLE

- 1. OUR INDEMNITY TO YOU
- 2. PROTECTION AND REPAIR COSTS
- 3. DELIVERY AFTER REPAIR
- 4. CREDIT SHORTFALL

SPECIAL CONDITIONS 1: FIRST AMOUNT PAYABLE

SECTION 8 TRAILERS/CARAVANS SECTION –

DEFINITIONS

For the purpose of this section **vehicle** means a trailer or caravan (including its permanent fittings) without means of self-propulsion, designed to be pulled by a self-propelled vehicle listed in the schedule and owned by you.

SUB SECTION A. COVER PROVIDED FOR THE INSURED VEHICLE

1. OUR INDEMNITY TO YOU

Loss or damage to the vehicle:

- 1.1 If the vehicle or any part of it is lost or damaged, 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 instalment sale or lease agreement, any money due to you will be used 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.
- 1.2 The maximum amount payable by us is 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.

2. PROTECTION AND REPAIR COSTS

If insured loss or damage occurs,

- 2.1 we will pay the reasonable cost of towing, storage, protection and removal of the vehicle to the nearest repairer, up to an amount of R1 750; and
- 2.2 you may authorise repairs to the vehicle for up to R3 000 without our consent, provided that a detailed quotation is given to us as soon as practicable after repairs have been carried out.

3. DELIVERY AFTER REPAIR

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

SUB SECTION B: LIABILITY TO THIRD PARTIES

1. In the event of an accident caused by or in connection with the vehicle, we will indemnify you against all amounts, including claimant's costs and expenses for which you become legally liable in respect of
 - 1.1 death or bodily injury to any person, or
 - 1.2 damage to property.
2. We will pay all costs and expenses incurred with our written consent.
3. We may arrange for
 - 3.1 representation at any inquiry into death, or
 - 3.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.

SPECIAL EXCLUSIONS

1. LOSS OR DAMAGE TO THE VEHICLE

We are not liable for

- 1.1 depreciation, gradually operating causes, wear and tear, mechanical or electrical breakdown, failure or breakage, or
- 1.2 damage to tyres, unless some other part of the vehicle is damaged at the same time or, unless such damage is caused by thieves or persons with malicious intent.

2. LIABILITY TO THIRD PARTIES

We are not liable for

- 2.1 death of or bodily injury to
 - 2.1.1 a person being transported in the vehicle;
 - 2.1.2 a member of your family normally resident with you, or
 - 2.1.3 an employee, other than domestic staff, of yours who is killed or injured in the course of employment by you;
- 2.2 damage to property
 - 2.2.1 belonging to or held in trust by or in the custody or control of you or your family, or
 - 2.2.2 being transported in the vehicle;
- 2.3 any compensation provided or insurable in terms of any motor vehicle insurance legislation;
- 2.4 death of or bodily injury or damage to property while the vehicle is being towed, or

- 2.5 more than R5 000 000, including costs and expenses for any one accident or series of accidents arising from of one event.

3. GENERAL

We are not liable for any loss, damage, injury or liability caused, sustained, or incurred

- 3.1 beyond the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Zambia, Mozambique, Namibia, Swaziland and Zimbabwe, except for loss or damage to the vehicle while in transit at sea between ports within the territorial limits;
- 3.2 while the vehicle is being used for purposes other than social, domestic and pleasure;
- 3.2.1 attached to a self-propelled vehicle being driven by you, or
- 3.2.2 any person with your consent, unless licensed to drive the self-propelled vehicle in terms of the legislation applying to the territory where the vehicle is being driven or used. If a licence is subject to renewal, the driver must have held and not be disqualified from holding or obtaining such a licence. This exclusion does not apply while the self-propelled vehicle is being driven by you (or any person with your consent) while learning to drive, and legislation relating to learner drivers is being obeyed, or
- 3.2.3 a dependent member of your family or by any person with your consent and knowledge while under the influence of intoxicating liquor or drugs, or while the concentration of blood alcohol exceeds the statutory limit.
- 3.3 We are not liable for any claim or liability arising from a contract.

SPECIAL CONDITIONS

1. 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. You must immediately repay us any First Amount payable we may have paid.

2. TRAFFIC OFFENCES

You must notify us in writing immediately when you become aware of

- 2.1 the endorsement, suspension or cancellation of any driving licence issued to you or your authorised driver, or
- 2.2 any driver of the vehicle being charged or convicted of reckless, negligent or inconsiderate driving.

3. CARE OF THE VEHICLE

You must take all reasonable steps to protect and maintain the vehicle in accordance with the roadworthiness requirements of any legislation applying within the territorial limits. We have the right of access to examine the vehicle or any part of it at any time.

4. 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.

5. INDEMNITY TO OTHERS

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

6. EXTENDED TERRITORIAL LIMITS

If the vehicle used to tow the caravan is a 4x4 or a 2x4 with differential lock vehicle, comprehensively insured in terms of the Motor Vehicle section of this policy, then the territorial limits of this section are amended to read as follows:

The territorial limits are amended to read: the Republic of South Africa, Botswana, Lesotho, Namibia Swaziland, Zimbabwe, Malawi, Zambia and Mozambique, including transit at sea between ports in these territories, and also loading and unloading incidental to such transit.

SECTION 9 - WATERCRAFT SECTION

DEFINITIONS

For the purpose of this section **vessel** means the pleasure/watercraft specified in the schedule, comprising the hull, not exceeding a 10 metre superstructure (sails, masts, spars and rigging), fittings, machinery, engines, inboard and outboard motor(s), boats, gear and equipment such as would normally be sold as one unit.

COVER PROVIDED

1. OUR INDEMNITY TO YOU

- 1.1 If the vessel is lost or damaged, following upon an insured event, 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. We are not expected to achieve an exact restoration, and repair or replacement will be as close to the original specification as possible. If the vessel is the subject of an instalment sale or lease agreement, any money due to you will be used 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.
- 1.2 The maximum amount payable by us will be the current
- 1.2.1 purchase price of a new vessel of the same or similar model if the vessel is less than 4 (four) years old, or
 - 1.2.1 market value if the vessel is older than 4 (four) years; and
 - 1.2.3 the limit of indemnity shown in the schedule, whichever is the lower, less the First Amount Payable.
- 1.3 If the sum insured of the vessel is less than its market value at the time of insured loss or damage, you will be your own insurer for the difference and bear a rateable proportion of the loss.

In the event of you being indemnified in terms of 1.2 or 1.3 above, no premium refund will be made for the unexpired period of insurance.

2. INSURED EVENTS

Insured events include:

- 2.1 accidents and perils at sea;
- 2.2 fire, lightning, explosion, earthquake or volcanic eruption;
- 2.3 malicious acts;
- 2.4 outboard motor(s) dropping off or falling overboard, provided that it is securely locked to the vessel by a device in addition to its normal method of attachment;
- 2.5 negligence of any person, whether in charge of the vessel or not;
- 2.6 theft of the entire vessel or its boat(s);
- 2.7 theft of outboard motor(s), provided that it is securely locked to the vessel or its boat(s) by an anti-theft device;
- 2.8 theft of machinery, including outboard motor(s), gear or equipment if stolen with the vessel, or following upon forcible and violent entry into the vessel or place of storage,

provided that we are not liable in terms of this section for more than the amount stated in the schedule in respect of any one accident or series of accidents arising from any one event, with a maximum amount of R250 000 for any one vessel.

3. SPECIAL EXTENSIONS

We will pay for:

3.1 Sighting expenses

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

3.2 Emergency and salvage charges

All charges and expenses (up to the insured amount for the item concerned) reasonably and necessarily incurred in minimising or averting a loss that would be covered by this policy.

3.3 Transit risks

Any loss or damage during transit by land (including loading and unloading), but excluding scratching and denting and liability to third parties. This section is also extended to include claims made by third parties for death, injury or damage arising from such loading or unloading operations.

We are not liable while the vessel is

- 3.3.1 being transported by a person who has no valid driver's licence, unless such a person is charged with the theft or illegal use of the vehicle used for transporting the vessel, or
- 3.3.2 in the custody or under the control of any person who is under the influence of intoxicating liquor or any drug.

3.4 Medical expenses

Bodily injury sustained by any person while on board the vessel as a result of an accident, up to a maximum amount of R2 000 per person and R10 000 in total per event.

3.5 Credit shortfall

If any total loss settlement is less than the amount you owe to the financier in terms of a current instalment sale or lease agreement, we pay you an additional amount equal to the shortfall, less

- 3.5.1 any arrear instalments or rentals, including interest payable on such arrears;
- 3.5.2 all premium refunds for cancellation of any insurance cover related to your vessel;
- 3.5.3 the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
- 3.5.4 the First Amount Payable, provided that
- 3.5.5 the amount, including the amount paid or payable under 1.2 or 1.3: Our indemnity to you, does not exceed the maximum indemnity stated in the schedule, less the First Amount Payable;
- 3.5.6 this cover does not apply to an agreement whereby the amount of any single instalment differs by more than 10% from any other instalment; and
- 3.5.7 this extension does not apply to any re-advance in terms of an instalment sale or re-financing in terms of a lease.

3.6 Yacht racing risks

In terms of the cost of repairing or replacing sails, masts, spars, standing and running rigging lost or damaged by an insured event while the vessel is racing, we only pay a maximum of two-thirds of the insured amount specified in the schedule (if applicable to such items) provided that the loss or damage is caused by the vessel being stranded, sunk, burned, on fire, in collision, or in contact with any external substance (ice included) other than water. Special Exclusion 4.1.6 does not apply to this special extension.

4. SPECIAL EXCLUSIONS

We are not liable for loss or damage

- 4.1. while the vessel is
 - 4.1.1 being used for any purpose other than private and pleasure;
 - 4.1.2 let out, on hire or charter;
 - 4.1.3 being towed on water, except
 - 4.1.3.1 when in need of assistance, or
 - 4.1.3.2 for customary towage in connection with laying up, fitting out or repairs;
 - 4.1.4 towing or salvaging a vessel other than one in distress;
 - 4.1.5 towing or salvaging a vessel (whether in distress or not) in terms of a contract arranged prior to commencing towing or salvaging;
 - 4.1.6 participating in racing or speed tests or any trials in connection therewith;
 - 4.1.7 left moored or anchored unattended off an exposed beach or shore, and it becomes stranded, sunk, swamped or breaks adrift, resulting from
- 4.2 lack of due diligence on your part, or due to
- 4.3 wear, tear, depreciation, corrosion, or
- 4.4 mechanical or electrical breakdown of machinery, engines, motors, batteries and battery connections (other than the shaft and propeller), unless resulting from external causes not otherwise excluded.
- 4.5 Loss of or damage to masts, spars, sails, standing or running rigging while the vessel is racing, unless such loss or damage is caused by the vessel being stranded, sunk, burned, on fire, in collision or in contact with any external substance (ice included) other than water;
- 4.6 to any part condemned solely because of faulty design or construction;
- 4.7 due to any defect resulting from either negligence or breach of contract in respect of any repair or alteration work;
- 4.8 personal effects, consumable stores, fishing gear or moorings;
- 4.9 to the vessel if used as a houseboat or permanent residence;
- 4.10 theft of inflatable craft when deflated, unless following upon forcible and violent entry into the vessel or place of storage, or if stolen with the vessel. (A vehicle is not considered a place of storage in terms of this section), or
- 4.11 resulting from a fire or explosion to a vessel fitted with inboard machinery, unless the vessel is also 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. It is warranted that any fire extinguishing system must be properly installed and maintained in working order.

5. LIABILITY TO THIRD PARTIES

5.1 Cover provided

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

- 5.1.1 death of or bodily injury to any person other than yourself, or other than as specified in Special Exclusions 5.2.1 to 5.2.7 (below);
- 5.1.2 loss of or damage to property not belonging to you or the authorised user;
- 5.1.3 attempted or actual raising, removal or destruction of the wreck of the vessel or any neglect or failure to raise, remove or destroy such a wreck;
- 5.1.4 expenses incurred by you with our prior written consent in connection with official enquiries and coroner's inquests; and
- 5.1.5 legal costs incurred with our prior written consent in defending any legal action or contesting liability, whether or not such legal action proceeds in the criminal or civil court.

Our liability in respect of this section is limited to R1 000 000 in respect of any one claim or series of claims arising from one event.

5.2 Special exclusions applicable to liability to third parties

We will not indemnify you or the authorised user or water-skier against claims resulting from legal liability for

- 5.2.1 death or bodily injury in respect of any person employed in any capacity by you in connection with the vessel, or similarly employed by any person using the vessel with your permission, or similarly employed by any water-skier;
- 5.2.2 accidents arising from any person engaged in kiting or other airborne sport while being towed by the insured vessel or preparing to be towed by the insured vessel or until safely back on board the vessel;
- 5.2.3 accidents arising while the vessel is in transit by a mechanically propelled road vehicle, rail, ship or aircraft;
- 5.2.4 death or bodily injury in respect of fare-paying passengers and loss of or damage to their property;
- 5.2.5 damages or penalties arising from a contract;
- 5.2.6 fines or other penalties imposed in terms of any statutory code or common law in respect of any offence committed, or
- 5.2.7 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, if on board in the course and scope of their employment.

6. SPECIAL CONDITIONS

6.1 First Amount Payable

In respect of any event giving rise to a claim in respect of the vessel you are responsible for the First Amount Payable shown in the schedule.

6.2 Territorial limits

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

6.3 Care of the vessel

You must take all reasonable steps to protect and maintain the vessel in a proper state of repair and seaworthiness.

6.4 Left afloat clause

We are not liable for loss of or damage to the vessel or for liability to any third party or for any salvage services caused by the vessel being stranded, swamped, sunk or breaking adrift while left moored or anchored unattended off an exposed beach or shore.

6.5 Competency

We are not liable for loss or damage, injury or liability caused, sustained or incurred while the vessel is being piloted by any person not competent to pilot such a vessel, unless under the immediate supervision of a competent person

SECTION 10 - EXTENDED LEGAL LIABILITY

DEFINITION

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.

SECTION 11 - EXCESS BUY DOWN

DEFINED EVENTS

This policy

1. will pay your basic standard motor excess and reduce the additional excess (if any) in respect of theft and hijacking, following upon the occurrence of such an event; and
2. is conditional and dependent upon the existence of an underlying comprehensive motor vehicle policy and subject to its general conditions, exclusions and definitions, unless specifically stated otherwise.

Should we repudiate your claim in terms of the underlying comprehensive motor vehicle policy for any reason whatsoever, no cover will be in force in terms of this policy.

LIMIT OF INDEMNITY

1. The Excess Buy-down policy covers
 - 1.1 the basic or standard excess up to a maximum limit of 5% of the amount claimed or the minimum basic excess, whichever is the greater; and
 - 1.2 in respect of an additional theft or hijacking excess (if any) for such an event, an additional maximum limit of 5% of the amount claimed or the minimum basic excess, whichever is the greater, provided that
if the minimum excess for 1.1 or 1.2 above is greater than R2 500, such minimum excess(es) will be limited to R2 500 each.
2. The Excess Buy-down cover is dependent upon a valid and authorised claim in terms of the underlying policy.
3. The overall maximum limit of Excess Buy-down is R30 000.

SPECIAL CONDITIONS

1. The period of insurance is the period from the inception date of the policy to the last day of the calendar month in which the inception date occurs. Thereafter, the period of insurance continues on a monthly basis.
2. Upon receipt of the monthly premium on the first working day of each calendar month, the policy is automatically renewed by Renasa. If the premiums are not received on the due date or within 15 working days after the due date, the policy is considered cancelled on the last day of the month for which premium was last received.
The due date is the first day of every calendar month.
3. You must exercise all reasonable precautions for the maintenance and safety of the property insured, as well as to prevent or minimise loss or damage.
4. Limitations and amendments to the policy contract may be made by us after giving you 30 (thirty) days' written notice thereof at your last contact address according to our records.
5. The policy or any section thereof may be cancelled by you immediately, at any time, or by us giving you 30 (thirty) days' written notice thereof at the last contact address according to our records.
6. The insured vehicle(s) must be comprehensively insured at all times for this cover to be effective. No claim(s) will be settled in the event of us repudiating your claim.
7. This policy and the schedule are the contract between Renasa Insurance Company Limited (the insurer) and you (the insured).
8. If a claim payable under this policy is also payable under any other policy, we will only pay a proportional share of the claim.

CLAIMS PROCEDURE

1. In the case of an event that may result in a claim, you must notify us thereof within 30 (thirty) days, as well as provide full details of any other policy that covers the same event in writing, together with full details of the relevant comprehensive policy insuring your vehicle(s) at the time.
2. Any event where theft or any other criminal act or loss is involved, must be reported to the police immediately

Our rights after an event that may lead to a claim

1. We reserve the right to confirm the amounts deducted and to check that all documentation is complete.
2. In the event of a dispute or misrepresentation, our decision will be final.
3. Upon your indemnification, we expect you to assist us in every way possible to exercise our right of recourse.

Fraudulent or wilful acts

All rights of indemnity in terms of the policy will be forfeited in the following circumstances:

1. If a claim is fraudulent in any respect or if fraudulent means are used by you, or on your behalf, to obtain any benefit from this policy.
2. If a claim in any way occurs due to a wilful act committed by you or with your knowledge.
3. If information in connection with a claim is untrue.

EXCLUSIONS

Excess Buy-Down does not cover the following:

1. Windscreen or glass excesses
2. Any excess payable under any policy extension (e.g. Loss of keys extension)
3. Voluntary excesses
4. Non-Motor excesses
5. Any excess if the underlying policy insurer rejects your claim to indemnity
6. Penal or additional excesses of any kind (e.g. driver age excess, license type excess, etc.)
7. Any excess if the loss or damage does not exceed R2 500.

SECTION 12 - INCEPTION VALUE POLICY

DEFINITION OF TERMS

1. **Us/We/Our:** Renasa Insurance Company Limited (the insurer).
2. **You/Your:** the insured.
3. **Inception value:** the retail value as at the inception of this policy with us.
4. **Retail value:** to be determined as per the publication of the Mead & McGrouther Auto Dealer's Digest.
5. **Outstanding balance:** the outstanding balance that you owe a financial institution as at the date of loss; less any
 - 5.1 overdue instalments and arrear interest as at the date of loss;
 - 5.2 rebates you would have been entitled to had you settled the loan as at the date of loss, or
 - 5.3 refunds due to you or the financial institution(s).
6. **Vehicle:** restricted to either a code 1 or code 2, as per the applicable Road Traffic Regulations of South Africa.

SETTLEMENT OF CLAIMS

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

1. **If the vehicle is financed,** we pay your financial institution (any residual balance to be paid to you) the greater of
 - 1.1 the outstanding balance you owe as at the date of loss, or
 - 1.2 the retail value as at the inception date of this policy, less the retail value as at the date of loss, less any excesses in terms of this policy.
2. **If the vehicle is not financed,** we pay you the inception value, less
 - 2.1 the retail value as at the date of loss, or
 - 2.2 any excesses in terms of this policy.
3. **The Inception Value Policy does not pay you**
 - 3.1 if your underlying comprehensive insurance is repudiated or rejected;
 - 3.2 if your underlying comprehensive policy is voided or cancelled, or
 - 3.3 for any amounts payable by you 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

Terms and conditions are applicable to all aspects of your Inception Value Policy.

1. **Please familiarise yourself with the contents of the components of the Inception Value Policy**
 - 1.1 Policy documents
 - 1.2 Terms and conditions of our insurance
 - 1.3 The schedules
 - 1.4 All correspondence sent to you
 - 1.5 Any recorded verbal agreements.
2. **Alterations to and cancellation of the Inception Value Policy**
Alterations to or cancellation of the Inception Value Policy will be effected as follows:
 - 2.1 By giving you 30 (thirty) days' written notice (electronically, by fax or post to your last known address).
 - 2.2 Any changes made to or cancellation of the policy will be effective from the time and date agreed to.
 - 2.3 If you cancel your policy during the course of an insured month, we do not refund the premiums you have paid for the rest of that month.
3. **Premium Payments**
If your insurance policy is cancelled due to non-payment of premiums, your cover will terminate.
4. **Reinstatement of the cancelled policy**
If your insurance policy is cancelled due to non-payment of premiums (either your comprehensive cover or inception value premium) then, notwithstanding that your comprehensive policy may be reinstated, the Inception Value Policy will not be reinstated but it may be re-issued from the date that you requested reinstatement, and the value will be the retail value as at the inception of the replacement Inception Value Policy.
5. **First Amount Payable by you each time you claim**

5.1 Basic First Amount Payable:

You are required to pay a basic excess every time you lodge a claim.

5.2 Additional excesses:

Where applicable, you are also required to pay additional excesses stipulated in the policy schedule, over and above the basic excess.

6. Representations and legal process: disputed and/or repudiated claims

In the event that we dispute the validity of, or repudiate your claim, you will have 90 (ninety) consecutive days to make written representations to us and thereafter, 180 (one hundred and eighty) consecutive days to serve legal process on us. If this is not done, we accept no further liability for the claim.

7. Double or multiple insurance covers: Our contribution

If the item in respect of which you lodge a claim with us is covered by more than one insurance policy, we will only pay you for our rateable proportion of the risk.

8. No claims to be paid for deliberate and fraudulent acts

We do not pay you for

8.1 fraudulent claims, or

loss, damage or injury arising from deliberate acts by you, or a member of your household, or anybody who acts on your behalf or with your knowledge or approval.

SECTION 13 - CAR HIRE

GENERAL OPERATIVE CLAUSE

If your comprehensively insured vehicle is lost or damaged, we, in exchange for receipt of the premium stated in the schedule, undertake to provide you with the use of a rented vehicle, in accordance with the group selected shown in the schedule, from a car rental agency nominated by us for a maximum period of 30 (thirty) days, subject to the terms and conditions set out below.

INSURED EVENTS

If your comprehensively insured vehicle for which car hire insurance has been approved, has been involved in an accident or is a total loss, we provide you with the use of a rented car for a maximum period of 30 (thirty) days, or until settlement of your insurance claim, whichever is earlier, provided that

1. a claim form and license document have been submitted to us;
2. the vehicle has been left for repair at a panel beater authorised by us to do the repairs;
3. if you have the limited car hire policy, you will only have car hire cover in the event of your insured vehicle being a total loss; and
4. the rented vehicle is returned to the nominated car rental agency as soon as you take possession of your vehicle after repairs have been completed, or your claim has been settled, following upon a total loss, but not later than 24 (twenty four) hours of you having been notified of the completion of the repair of your vehicle or the settlement of your claim.

SPECIFIC CONDITIONS

1. You must sign all documentation required by the car rental agency at the time of delivery or collection of the rented vehicle.
2. You are required to provide a fuel deposit to be paid to the nominated car rental agent by means of credit card or cash prior to the rented vehicle being dispatched by him/her.
3. You are required to sign an acknowledgement of having received the rented vehicle with a full tank of fuel. The rented vehicle must be returned to the nominated car rental agent with a full tank of fuel. Should the rented vehicle be returned without a full tank of fuel, you will be responsible for the full cost of refuelling, and your deposit will be used to pay for refuelling the rented vehicle. If the rented vehicle is returned with a full tank of petrol, your full deposit will be refunded.
4. If you fail to comply with any terms hereof, the rent of the vehicle will be limited to a time period determined by us.
5. This policy is not transferable.
6. You will have no cover in terms of this policy in the event of your claim in respect of your vehicle not being covered by a comprehensive motor insurance policy at the time of the claim.
7. If you are in breach of any the terms and conditions contained herein, you will be responsible to effect payment immediately, upon demand of the daily rental, refuelling and mileage charges, and insurance to us in favour of the nominated car rental agency.
8. The provisions and use of the rented vehicle are subject to the terms and conditions of the nominated car rental agent, insofar as this may also be applicable, and you acknowledge that you have been provided with a copy thereof.
9. If we repudiate your comprehensive motor vehicle claim subsequent to your hiring a vehicle, all car hire costs will be for your own account, and you must reimburse us accordingly for any amounts that we may have paid for hiring the vehicle.
10. The rented vehicle may only be driven by a person in possession of a valid, unendorsed driver's license, as agreed with the car rental agent.
11. The rented vehicle may not be driven beyond the borders of the Republic of South Africa, unless authorised by us in writing beforehand.
12. We are not liable for any loss or claim arising, where there is misrepresentation, non-disclosure or misdescription of any fact or circumstances.
13. We are not liable for more than our rateable proportion of any loss or claim covered in terms of another enforceable insurance policy.

FIRST AMOUNT PAYABLE

You are responsible for the First Amount Payable in respect of each and every event giving rise to a claim for loss or damage to the rented vehicle, the amount of which will be advised to you by the nominated car rental agency.

CLAIMS PROCEDURE

In the event of a claim as a result of an insured event occurring during the period of insurance, you must contact your local Renasa office as soon as reasonably possible after the event of a claim.

The nominated car rental agency will arrange with you for collection or delivery of the rented vehicle as soon as reasonably possible after the claim has been authorised by us.

You or your mandated broker must provide the nominated car rental agency with the following details:

1. Your name and contact details
2. A copy of your identity document and valid, unendorsed driver's licence
3. Your policy number
4. The claim number (issued by the underlying motor vehicle insurer)
5. The name of the insurer holding the underlying motor vehicle policy
6. Details of the vehicle involved in the insured event
7. Details of event(s) giving rise to a claim.

You must report any damage or loss in respect of the rented car to the nominated car rental agency administrators within 24 (twenty four) hours of the incident.

GENERAL TERMS, CONDITIONS AND EXCLUSIONS

YOUR POLICY OF INSURANCE

This policy is a contract between you, the policyholder, and us, Renasa Insurance Company Limited the Insurer. The policy wording, policy schedule and all amendments, endorsements and warranties must be read as one document, and any word or expression given a specific meaning shall have the same meaning wherever it appears.

Please read the policy and schedule to make sure that they have been issued and provide the cover you asked for.. If the information in the policy and schedule is not correct, please let us and/or your broker know immediately. If you decide that this insurance does not meet your needs, return it to us or your insurance broker within 14 days and provided that there have been no claims, we will refund the premium in full.

Failure by you to let us know of any material changes to the information we have on file may cause problems if you have a claim and this could result in your claim not being paid.

GENERAL DEFINITIONS

Set out below are definitions and explanations of certain words or phrases that you may find are repeated throughout the policy. There may be other definitions which are more specific to a section and these will be given under each section of this policy. If any of these words or phrases appears in an endorsement to this policy, the meaning will be the same..

Average	If the total replacement value of your insured property immediately before the loss is more than the insured amount, the amount we pay will be reduced in the same proportion to the underinsurance (the difference between the replacement value and the sum insured). E.g. If you are insured for R1 000 000 and the replacement value of the property is R500 000 the percentage underinsurance would be 50%. If you had a loss of R100 000 we would pay 50% of the loss (that is R50,000) and you would carry the other R50 000 for your own account.
Business	Any professional or non manufacturing commercial activity that you conduct at or from your home
Business Location	The premises you occupy as shown in the policy schedule must be of standard construction unless stated otherwise in the policy schedule.
Domestic Employee	Domestic workers, nanny's, au pairs, drivers, gardeners or such like (full time or casual) whom you employ in your capacity as owner or occupier of a private residence.
Employees	Permanent employees and service contract workers over whom you have control and whose performance you can direct in the course of your business. This includes any of your members, partners, directors or principals..
Endorsement	A written change to your policy.
Excess	The first amount of each and every claim, which you must pay.
Home	The private residence at the risk address stated in the policy schedule including the outbuildings on the same premises.
Insured Amount	The maximum amount we will pay as shown in the policy schedule. Unless we say otherwise, the amounts apply to each incident of loss.
Insured	The person or people or legal entity reflected as policyholder on your policy schedule.
Material fact	Fact or circumstance, which might affect our decision to provide insurance or the conditions of that insurance.
Malicious damage	Loss or damage caused by a deliberate or willful or wanton act of any person committed with the intention of causing such damage, but excludes damage arising out of theft, hijack or any attempts thereat.
Non-standard	Anything or structure that does not fall within the definition of Standard Construction.
Outbuildings	All other buildings such as the garage, domestic quarters, stables on the insured premises which are used for domestic purposes.
Period of insurance	The dates shown on the policy schedule and for which the policy is in force..
Policy	This policy wording and the policy schedule, including any endorsements.
Premises	The private residence or office at the risk address stated in the policy

schedule including the garages and outbuildings on the same premises.

Public utilities	The supply of water, gas, electricity or telecommunications services.
Replacement value	This is the cost of replacing your lost or damaged items with the same or similar items which are of the same quality, capacity, function or output.
Risk address	The premises as stated in the policy schedule.
Standard Construction	Buildings that are built with walls of brick, stone or concrete and are roofed with slate tiles, concrete, asbestos or metal.
Territorial limits	The geographical area within which an insured event must occur to be covered in terms of the policy.
Unoccupied	The home is fully furnished and has not been lived in for 60 consecutive days, or does not have enough or any furniture to be lived in normally.
Virus	A piece of unauthorised executable code which propagates itself through your computer system or network.
Warranty	A warranty is an obligation imposed upon you by way of a clause, which may be attached to your policy, which requires you to undertake to do or not to do certain things or which relates to the existence or absence of a certain state of affairs.
We / Us / Our	Renasa Insurance Company Ltd administered by .
You / Your	The insured named in the policy schedule and legal representatives, where applicable.
Your family	Your spouse, partner, children, parents and relatives who permanently resides with you and are financially dependent, and where applicable, your legal personal representatives.
Your obligations	Are to observe the policy conditions and to let us know of any changes as soon as you can.

GENERAL CONDITIONS

The following conditions apply to the whole of this policy. We may decline your claim if you fail to comply with these general conditions and any other conditions which are shown in the section to which they apply.

1. **Arbitration**
If agreed by all parties, that any dispute arising out of or relating to this insurance, including its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force and that his ruling will be accepted by both parties.
2. **Basis of insurance**
Information which you provided or which anyone else provided on your behalf before we agreed to insure you is incorporated into and forms the basis of this policy.
3. **Claims**
 - 3.1 **Claims procedures**
The following claims conditions apply to the whole of this policy.
When you submit a claim, you have certain responsibilities, which are listed below. If you fail to meet these responsibilities, your claim may be rejected.
You must:-
 - (a) Report your claim to us as soon as possible, but not later than **30** days, after you are aware of any incident. This includes incidents for which you do not want to claim but which may result in a third party claiming against you.
 - (b) Report to the police within 24 hours of the incident any lost items, fire, theft, attempted theft or damage caused intentionally
 - (c) Take reasonable, necessary steps to prevent or minimise any loss, damage, injury or liability. This includes taking appropriate emergency measures and action to prevent or minimise any future loss, damage, injury or liability.
 - (d) Prove ownership and value of any item that you are claiming for, also make available for inspection any damaged items, for which you are claiming,.
 - (e) Comply with our reasonable instructions and requests; otherwise this might delay the settlement of your claim.
 - (f) Provide all information and documentation we require within **30** days
 - (g) Provide true and complete information. We act on the information you give; therefore any information, which is misleading, incorrect or false, will prejudice the claims process.
 - (h) Not admit guilt nor offer settlement to any other party involved in an accident in which you are involved. We will not be bound by any admission or offer you make to any person in relation to any incident.
 - (i) allow us to act on your rights or obligations against other people to recover costs or to defend any claim they may have against you.

3.2 Claim settlement basis

- a) When settling a claim we may decide to compensate you by , repairing, replacing, paying cash or any combination of these.
- b) The maximum amount we will pay is limited to the amount shown in the policy schedule, less any excess shown in the policy schedule.
- c) If we replace or repair, we will not be obliged to do so exactly but only as circumstances reasonably allow. If we repair or replace any loss or damage we may use any supplier or repairer of our choice.
- d) In the event of a jewellery or watch loss, we may use a manufacturing jeweller to replace the item and should you choose the cash settlement, the amount we will pay in cash to you will not exceed the amount for which the manufacturing jeweller is able to replace the item.
- d) Before we finalise or settle any claim we may require you to sign an agreement of loss.
- e) Where any item claimed for is financed, our responsibility may be to pay the finance company first.
- f) Where we have paid a claim all salvage and recoveries will become our property.

3.3 Claims preparation costs

The insurance of each section of this policy is extended to include costs reasonably incurred by you in producing and certifying any particulars required by us to substantiate the amount of any claim. These costs can only be incurred with our written permission and are limited to **R 5,000**, unless a different amount is specified in the policy schedule.

4. Insurable interest

You must have an insurable interest in the subject matter of this insurance. You must stand to benefit from the continuous undamaged existence or to be prejudiced by its loss or damage or by any liability which may incur.

5. Interests of others

If any bank or any other financial institution has been noted in the policy 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.

6. Inflationary adjustment

The Insured amount for business contents, house contents, commercial buildings and domestic buildings may be adjusted annually in line with inflation. It is however still your duty to make sure that the new sums insured reflect the full replacement value of the insured property at all times.

7. Information that affects the risk

Cover is subject to you giving us true information, when you apply for cover, submit a claim or make changes to your policy. This includes details of any previous losses whether they were insured or not. You must tell us immediately of any change in the risk. Should there have been change in the risk, then we may amend the cover and premium from the date of the change.

If you do not inform us of any material change in the risk, we will be entitled to avoid the policy or reject any claim that occurred after the change in the risk.

8. Jurisdiction

This policy is subject to the jurisdiction of the courts of the Republic of South Africa and does not cover awards costs and expense of litigation granted in favour of any claimant against you, which is not instituted and awarded in a court in the Republic of South Africa.

9. Multiple insured's

The most we will pay in total is the insured amount shown in the policy schedule

10. No-Claim bonus

- (a) A no-claim bonus applies to some sections of your policy as shown in your policy schedule;
- (b) We agree that claims against certain types of covers as agreed by us will not affect your no claim bonus discount.

11. **Other insurance**
If a claim payable under this policy is payable under any other policy we will pay only our proportional share of the claim. If the other insurance is more specific than that provided by our policy then we will only pay any shortfall if the insured amount is insufficient to compensate you for your loss. This condition does not apply to Personal Accident.
12. **Premium payments**
The due dates for monthly policies are the 1st day of every calendar month. The premiums for annual policies are due on or before the inception/renewal date of the policy. You have a 15-day grace period during which you have the opportunity to pay your premium. If your premiums are paid monthly, the grace period will only apply from the second month of cover.
13. **Premiums not paid**
If your premium is not paid within the grace period, we may cancel this policy from the date the premium was due. We will not make any payment under this policy unless you have paid the premium.
14. **Policy changes and cancellations**
We may change or cancel your policy by giving you **30** days written notice thereof at your last known address. Any change or cancellation, which you make, will be effective from the time and date agreed to. We will refund the pro rata premium for the remaining period. Your policy will automatically be cancelled when you're:
 - (a) Monthly premiums are not paid for two consecutive months, either on the payment dates or within the grace periods in those months.
 - (b) Annual premiums are not paid on the payment date or within the grace period.
15. **Reinstatement of insured amounts**
The insured amounts on the policy will not be reduced by the amount of any claim. We have the right to charge a premium for reinstating your insurance cover.
16. **Rights to you only**
You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy, which that person would not have had, but for the Contracts.
17. **Security firms**
If a member of a security firm employed by you causes loss or damage and is under contract, which states there is no recourse against the security company, we will not prejudice you in terms of payment of the claim.
18. **Tenants**
Our liability to you shall not be affected by any act or omission on the part of any owner of a building or any tenant without your knowledge. It is your duty to inform us of any such act or omission and you will be responsible for any additional premium due from the date of the change.
19. **Time limits**
 - (a) If we reject a claim in writing or if you dispute the outcome of your claim you may within **180** days from the date of such written communication by us make written presentations to us of your objection. Immediately following this, you have a further **6** months in which to serve a summons on us. If you do not serve a summons on us within this period your right to challenge the decision is forfeited.
 - (b) We are not liable after **12** months from the date of the event that gives rise to a claim, unless the claim is:
 - (i) the subject of pending court action or arbitration; or
 - (ii) for amounts for which you may become legally liable.
20. **Under insurance**
It is your obligation, at all times, to insure for the full replacement value of the property covered under this policy. If at any time of any loss or damage the insured amount is inadequate, average will be applied.
21. **Waiver of Basic Excess**
This cover will apply to the specific section if the policy schedule shows that cover for an excess waiver has been selected under the specific section. The excess waiver is subject to the payment of an additional premium and the **basic excess** applicable will be deleted.
22. **Your duties**
 - (i) **Due care**
 - a) You must take reasonable steps to prevent accidents, bodily injury or illness and to protect your property against loss or damage;
 - b) You must keep any property insured under this policy in good condition and repair;

- c) You must safeguard the insured property making sure that every item is given the level of care and protection taking into account its value and vulnerability.
- (ii) **Compliance** - You have to ensure that you, any other resident, your employees, members, partners, directors comply with the terms and conditions of this policy.
- (iii) **Unoccupancy** - You must tell us as soon as reasonably possible if the premises is or will be left unoccupied or will not be used for more than 60 consecutive days. If you do not notify us, no claim will be paid for loss or damage which results from the unoccupancy..
- (iv) **Precautionary measures** - If you make a declaration that certain safety or precautionary measures are in place or if we provide cover conditional upon certain safety measures or precautionary measures being in place you must ensure that these measures are in place and in working order at the time of loss or damage for which a claim is submitted. If these measures are not adhered to we reserve the right to reject such claim.
- (v) **Thatch protection warranty – If any insured building or insured property contained in a building with a thatch roof** is insured the cover is subject to acceptance by us in writing upon you submitting a completed proposal form. If we agree to provide you with cover such cover is conditional upon and we will not make any payment under this policy if the following measures are in place:
 - (a) Protection from lightning by installation of an approved lightning conductor in accordance with South African Bureau of Standards (SABS) requirements and such are regularly maintained;
 - (b) Installation of a 4.5 kg dry powder fire extinguisher on the property;
 - (c) Clearance of bush, grass & weeds up to 25m from the building (excluding cultivated gardens);
 - (d) The branches and/or foliage of any trees encroaching on the thatch must be cut back from the thatch and regularly maintained thereafter;
 - (e) The thatch has been treated with a retardant in accordance with CSIR specifications at least every five years and that a certificate to that effect is available on request.
- (vi) **Burglar alarm warranty –. If you indicate that a burglar alarm is a precautionary measure then**
It is warranted that a reputable security company has installed the alarm system and the following conditions will be mandatory failing which theft cover will not apply:
 - (a) The alarm system installed shall be made fully armed whenever the premises are left unattended and/or unoccupied.
 - (b) The intruder alarm shall be in full and effective operation.
 - (c) Such alarm shall be maintained in proper working order.
 - (d) All items insured under this policy under the sections listed above must be in an area that has full spatial cover by the said alarm.
 - (e) The alarm shall be linked to a control room and to an armed response company.
 - (f) We must agree to any changes or alterations to the alarm system in writing.

Non observance or breach of any of your duties could result in any claim you may have under the policy being rejected.

- 23. **Lightning protection warranty** - All electronic type equipment, for example; computers, security or office equipment and any such like property is protected against power surges from lightning or any other causes by SABS approved surge suppressor equipment. If the equipment is not appropriately and adequately protected by suitable safeguards against electrical supply fluctuations, an additional excess of **15% of the loss** will be applied to the claim.
- 24. **Our rights**
 - (a) In the policy schedule any maximum amount which is left blank or has no monetary amount against it is not insured by the Policy.
 - (b) If we say that a claim is not covered because of any of the above, then you must prove the contrary.

GENERAL EXCLUSIONS

We do not indemnify you for:

Any claim for loss, damage, death, injury or liability, which is caused by or results from:

- 1. **Fraud or willful acts**
You will lose all rights to claim under this policy if:
 - (a) a claim is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy;
 - (b) a claim occurs due to a deliberate or willful or intentional act committed by you or with your involvement or anyone acting on your behalf or in collusion with you;
 - (c) information or document' in support of a claim, whether created by you or on your behalf, is not true, is not complete or is fraudulent;
 - (d) the amount claimed is deliberately exaggerated by you or anyone acting on your behalf.
- 2. **Dishonesty and false pretenses**
This policy does not cover any loss, damage or liability arising from or in respect of:
 - 2.1 The dishonesty of any principals, partners, directors, members, employees or any resident at the premises of the insured business or home, whether acting alone or in collusion with others which results in theft or any attempted theft;
 - 2.2 The dishonesty of any member of your family or immediate household, domestic employees or contract workers, whether acting alone or in collusion with others unless a charge has been laid due to the dishonesty ;
 - 2.3. theft by false pretenses or fraudulent acts or representation of a third party.

3. War, riot and terrorism

- (A) This policy does not cover loss of or damage to property or bodily injury related to or caused by:
- 3.1 Civil commotion, labour disturbance, riot, strike or lock-out or public disorder or any calculated act or activity that is directed to bring about any of the aforementioned;
 - 3.2 war, invasion, acts of a foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - 3.3 (a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause that determines the proclamation or maintenance of martial law or state of siege; and
(b) insurrection, rebellion or revolution;
 - 3.4 any calculated act (whether on behalf of any organisation, body or person, or group of persons), 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;
 - 3.5 any calculated act, 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 or any section thereof;
 - 3.6 any attempt to perform any act referred to in exclusions 3.4 or 3.5 above; and
 - 3.7 the act of any lawfully established authority in controlling, preventing or suppressing or in any other way dealing with any event referred to in exclusions 3.1, 3.2, 3.3, 3.4, 3.5 or 3.6 above.

If we allege that by reason of exclusions 3.1, 3.2, 3.3, 3.4, 3.5, 3.6 or 3.7, loss or damage or bodily injury is not covered by this policy, the burden of proving the contrary rests with you.

- (B) This policy does not cover any loss or damage caused directly or indirectly by or through or in consequence of any event for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (no 85 of 1976) or any similar act operative in any of the territories to which this policy applies.

- (C) Notwithstanding any provision of this policy, including any exclusion, exception or extension or other provision not included herein, that could otherwise override a general exception, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising from or in connection with any act of terrorism, regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of General Exclusion 3 (C), an act of terrorism includes, without limitation, the use of violence or force or the threat thereof, whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or group of persons, committed for political, religious, personal or ideological reasons, or purposes including any act committed with the intention to influence any government, or for the purpose of inspiring fear in the public or any section thereof.

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

4. Nuclear weapons and related processes

This policy does not cover 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

- (i) ionising, radiation or contamination by radio-activity from any nuclear fuel or waste from the combustion or use of nuclear fuel;
- (ii) nuclear material, nuclear fission or fusion, nuclear radiation;
- (iii) nuclear explosives or any nuclear weapon, or
- (iv) 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 exclusion only, combustion includes any self-sustaining process of nuclear fission.

5. Consequential loss

Consequential loss or damage, except as specifically provided.

6. 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.6

- (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.
- (B) The special perils that are not excluded for the purpose of this special extension are damage caused by;
 - 1. 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;
 - 2. aircraft and any other aerial devices or articles dropped therefrom; and
 - 3. impact by animals, trees, aerials, satellite dishes or vehicles, excluding damage to such animals, trees, aerials, satellite dishes or vehicles, or property in or on such vehicles.

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

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. **Special extension to General Exclusion 6**

7. Asbestos Death, injury, illness, costs, expenses of whatsoever type related to asbestos

8. Pollution and 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.

8.1 This exclusion does not apply if such loss or damage arises as a direct consequence of the following perils:

- 8.1.1 Fire, lightning, explosion, impact of aircraft;
- 8.1.2 vehicle impact;
- 8.1.3 accidental escape of water from water tanks, apparatus or pipes;
- 8.1.4 malicious damage;
- 8.1.5 storm, hail;
- 8.1.6 flood, inundation;
- 8.1.7 earthquake;
- 8.1.8 landslide, subsidence;
- 8.1.9 snow pressure, avalanche, or

8.2 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Confiscation or attachment

Nationalisation, confiscation, commandeering or requisition by any lawfully constituted authority. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

14. Work stoppage - Stoppage or slowing down of any work, process or operation.

15. Contractual liability - Any loss arising from any contractual liability unless the liability would have attached in the absence of the contract.

16. Losses in excess of the sums insured or limits of indemnity specified in this document or the policy schedule;

17. The excess amount payable as indicated in the policy schedule;

18. Wear and tear and/or breakdown due to any:

- (a) Gradual deterioration, the use of unsuitable or defective materials, rust or oxidation, mildew or fading, moth or vermin, normal settlement, warping or shrinkage, rot, fungus, mould or infestation;
- (b) Mechanical, electrical or electronic breakdown, defect or failure;
- (c) Damage to consumable parts or parts with a limited lifespan;
- (d) Damage recoverable under any maintenance or lease agreement;
- (e) Cleaning, repairing, restoring, dyeing, bleaching or alteration;
- (f) Computer viruses and similar destructive media.

19. Loss or damage caused by or resulting from malicious damage or theft if the building is unoccupied or vacant for more than 60 consecutive days;

20. Damage covered by any warrantee or guarantee

SECTION 14 - SASRIA NON-MOTOR

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 tenantable.
- (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.

SECTION 14 - SASRIA MOTOR POLICY

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 equaling the value of the said article at the time of the loss or damage, but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa. If the property insured under this policy is disabled by reason of any loss or damage SASRIA will pay the reasonable cost of protection and removal to the nearest repairers. SASRIA will also pay the reasonable cost of the delivery to the insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the insured in the Republic of South Africa.

EXCEPTIONS

This Policy does not cover:

- (1) consequential loss from any cause whatsoever, depreciation of any nature which shall also mean diminution in value howsoever arising of the insured property consequent upon its having sustained damage insured against and continuing after the repair of such damage, wear and tear and mechanical or electrical breakdown, failure or breakage
- (2) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority
- (3) loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of any War Damage Insurance and Compensation Act (no 85 of 1976).
- (4) any loss or damage related to or caused by:
 - (i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - (ii) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege; 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 to be paid under this policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as SASRIA may determine.
(b) where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration the award of the 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 or 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.