



NEW NATIONAL

ASSURANCE COMPANY

People you can talk to

YOUR DOMESTIC POLICY WORDING





Welcome to NNAC!

As South Africa's largest empowered short-term insurer, having been active for over five decades, we are dedicated to servicing you, and through your broker, making your insurance experience as seamless as possible.

Our contact details for further information are:

Field House, 25 Joe Slovo Street, Durban 4001
Telephone: (031) 334 2000
PO Box 1610 Durban 4001

33 Oxford Road, Forest Town, 2193
Telephone: (011) 646 7456
PO Box 32907 Braamfontein

www.nnac.co.za
E-mail: newnational@nnac.co.za

DISCLOSURE NOTICE FOR SHORT-TERM (NON-LIFE) INSURANCE POLICYHOLDERS

DISCLOSURE REQUIRED IN TERMS OF SECTION 4 TO 7 OF THE GENERAL CODE OF CONDUCT OF THE FINANCIAL ADVISERS AND INTERMEDIARY SERVICES (FAIS) ACT, No 37 of 2002

The purpose of this document is to provide you with key information that you should know. New National Assurance Company, hereinafter referred to as NNAC is authorized to provide financial advisory and intermediary services and administers all aspects of your policy. This information is given to assist Policyholders and is in line with our Regulatory Obligations. As a policy holder you have the right to the following information:

STATUTORY NOTICE	INFORMATION
1. About the intermediary (insurance broker) <ol style="list-style-type: none"> Name, physical address and postal address and telephone number. Legal status and any interest in the insurer. Whether or not in possession of professional indemnity insurance. Detail of how to institute a claim. Amount of fees and commission payable. Written mandate to act on behalf of insurer. 	<p>This information must be provided to you by your insurance advisor/broker. If your advisor does not provide this information when requested for please contact us directly.</p>
2. About the insurer <ol style="list-style-type: none"> Name, physical and postal address and telephone numbers. Telephone number of compliance department of the insurer. Details of how to institute a claim and/or complaint. Type of policy involved. Extent of premium obligations you assume as policyholder. Manner of payment of premium, due date of premiums and consequences of non-payment. 	<p>Contact Details: New National Assurance Company Limited. 25 Joe Slovo Street, 5th Floor, Field House, Durban</p> <p>P O Box 1610, Durban, 4000</p> <p>Tel: (031) 334 2000 Fax: (031) 301 1166 E-mail: compliance@nnac.co.za</p> <p>FSP number: 2603 Company registration number: 1971/010190/06</p> <p>Website: www.nnac.co.za</p> <p>Our Head of Compliance is: Ms Vicky Lakhraj Tel: (031) 334 2000 Email: compliance@nnac.co.za</p> <p>External Compliance Officer: Associated Compliance Tel: (011) 678 2533</p>
3. Disclosures and other Legal Requirements <p>You must be informed of any material changes to the information referred to in paragraph 1 and 2. If the information in paragraphs 1 and 2 was given orally, it must be confirmed in writing within 30 days. If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may address your queries to the relevant Ombudsman depending on the nature of your claim. Our complaints resolution policy is available on our website at www.nnac.co.za. The insurer and not the intermediary must give reasons for repudiating your claim. Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.</p> <p>Please take note of the importance of the following:</p> <ol style="list-style-type: none"> You will be informed of any material changes to the information referred to above. Please read through all the documents sent to you so you understand the contents thereof. NNAC accepts responsibility for the financial advice of its representatives, acting in the scope and course of their employment. Some of our representatives work under supervision as defined in the Determination of Fit and Proper Requirements. You are entitled to a copy of the policy documents free of charge. No person may request or induce you to waive your rights as set out in this disclosure notice or any other rights confirmed by the Short-term Insurance Act and/or the Financial Advisory and Intermediary Services Act. Do not sign any blank or partially completed application forms and keep notes as to what is said to you. Keep all documents handed to you. Do not be pressurized to purchase a product. Please ensure that all the information you supply has been recorded correctly. Any misrepresentation or incorrect information can prejudice you in the event of a claim. Your personal information will be processed in a lawful manner. With regards to your personal information, you have the right to access any of your personal information and lodge complaints in this regard with the Insurer or the South African Information Regulator in terms of the Protection of Personal Information Act (POPI). Review your cover periodically to ensure that it is appropriate for your needs. 	

4. Premiums and your monetary obligations.	<p>You agreed to pay the premium. The amount of premium due, the frequency of payment and the date on which payment is due are contained in the schedule. Cover will be provided for those periods of insurance for which premiums have been paid to us within the valid receipt period.</p> <p>For monthly policies, if payment has not been made on the payment date, a 15-day grace period will be extended from commencement of the second month of the policy; and failing further premiums, your policy will lapse and cover will automatically be cancelled, effective from and including the day that premium had become due. Therefore, non-payment of premiums may lead to rejection of your claim.</p> <p>For annual policies, payment is due at inception of cover, and on or before renewal of the policy. Failing payment of the premium, your policy will lapse and cover will automatically be cancelled. Therefore, non-payment of premiums may lead to rejection of claims.</p> <p>If a premium is paid by debit order, it may only be in favor of the insurer and may not be transferred without your approval.</p>						
5. Claims	<p>Procedures for the submission of claims are detailed in the General Conditions section of the policy. In the event of a possible claim you must notify your insurance broker or an office of NNAC most convenient to you within 30 days. The contact details of your controlling NNAC office are listed in all letters to you. In the event of a claim, you will be required to supply the following:</p> <ul style="list-style-type: none"> - Details of other insurance covering the same event - Written details of the event unless otherwise instructed - Information and proof in support of the claim - Documents or details of any communication in connection with the claim. <p>You must make no admission or statement of liability or make any offer to any third party. Claims resulting from loss, theft or malicious damage must be reported to the police. You must notify NNAC immediately if you become aware of any impending prosecution. In the event of a claim, you may become responsible for the first amount payable, which is reflected in your policy schedule.</p> <p>In the event of repudiation or rejection of your claim NNAC must give written reasons. Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.</p>						
6. General	<p>The policy wording and schedule must be read as one document. If you need advice on any aspect of your policy, first amounts payable, claims procedures or your responsibility to pay premiums, please contact your insurance broker or the nearest NNAC office.</p>						
<p>7. Complaints Resolution:</p> <p>Should you wish to dispute the outcome of your claim, you must address the dispute directly with us by sending an email to complaints@nnac.co.za or calling us on (031) 334 2000 and if the matter is not resolved to your satisfaction, you may address your queries to the relevant Ombudsman depending on the nature of your claim. Our complaints resolution policy is available on our website at www.nnac.co.za. Should you wish to dispute matters relating to your policy itself, example- the repudiation or rejection of a claim and or should you be unhappy with the internal process relating to your complaint resolution, you may refer the complaint to the Ombudsman for Short Term Insurance.</p>	<p>Contact details of Institutions for Referral of Complaints not resolved to your satisfaction.</p> <table border="0"> <tr> <td> <p>Ombudsman for Short Term Insurance:</p> <p>Telephone: (011) 726 8900 P O Box 32334, Braamfontein, 2017 Fax: (011) 726 5501 Website: www.osti.co.za</p> </td><td> <p>Sasria SOC Ltd</p> <p>P O Box 653367 Benmore, 2010 Physical address 36 Fricker Road, Illovo</p> </td></tr> <tr> <td> <p>The FAIS Ombudsman</p> <p>Telephone: 0860 324 766 P O Box 74571, Lynnwood Ridge, 0040 Fax: (012) 348 3447 Website: info@faisombud.co.za</p> </td><td> <p>South African Information Regulator</p> <p>Email: complaints.IR@justice.gov.za P O Box 31533 Braamfontein, 2017 Physical address: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001</p> </td></tr> <tr> <td colspan="2"> <p>The Financial Sector Conduct Authority</p> <p>Telephone: 0800 20 37 22 P O Box 35655 Menlo Park, 0102 Fax: (012) 346 6941 Website: www.fsca.co.za</p> </td></tr> </table>	<p>Ombudsman for Short Term Insurance:</p> <p>Telephone: (011) 726 8900 P O Box 32334, Braamfontein, 2017 Fax: (011) 726 5501 Website: www.osti.co.za</p>	<p>Sasria SOC Ltd</p> <p>P O Box 653367 Benmore, 2010 Physical address 36 Fricker Road, Illovo</p>	<p>The FAIS Ombudsman</p> <p>Telephone: 0860 324 766 P O Box 74571, Lynnwood Ridge, 0040 Fax: (012) 348 3447 Website: info@faisombud.co.za</p>	<p>South African Information Regulator</p> <p>Email: complaints.IR@justice.gov.za P O Box 31533 Braamfontein, 2017 Physical address: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001</p>	<p>The Financial Sector Conduct Authority</p> <p>Telephone: 0800 20 37 22 P O Box 35655 Menlo Park, 0102 Fax: (012) 346 6941 Website: www.fsca.co.za</p>	
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<p>Conflict of Interest Disclosures:</p> <p>NNAC accepts responsibility for any financial services provided to you by its representatives. We will always act in your best interest and provide you with an objective and unbiased financial service. We only recommend products that are suitable to your needs. A copy of NNAC's conflict of Interest policy can be obtained from www.nnac.co.za</p>							

Your Cover Benefits at a Glance

Please click on any of the sections below to jump to that section.

Home Contents	12
This cover is provided for your personal possessions inside your home, and which belong to you or any member of your family who normally lives with you	
Buildings	16
This cover is provided for the immovable structures on your property	
Cover on the Go	19
This cover is provided for your personal possessions which you normally wear or take out of the home with you	
Vehicle	21
This covers your motor vehicle, motorcycle, caravan or trailer which is registered in South Africa	
Personal Accident	29
This cover relates to claims for accidental injury or death to you	
Personal Liability	31
Personal Liability cover refers to loss or damage, the cause of which is recognized under House Contents, Buildings or Vehicle cover, for which you may become legally liable. This cover is detailed in the appropriate individual sections	
Watercraft	34
This covers your waterborne vessels including motors, equipment, fittings and accessories	

Please note

These cover benefits must be read in conjunction with your Policy Wording and Policy Schedule and will only be valid if the cover is noted in the Policy Schedule.

For your convenience and quick navigation, we have placed a menu at the bottom of each page to navigate to the next or previous page or you can simply click on the home button to bring you back to the content page.



Of Importance

It is of utmost importance to both of us, as insurer and insured, that you have **read and understood** your policy wording in its entirety. We would like to draw your attention to some of the important terms and conditions of your policy, for you to understand:

Premium Payment

In order to be indemnified by us, you need to pay your premiums timeously. For further details please refer to the General Conditions section of this policy.

Duty of Disclosure

The contract into which we have entered into together is in Good Faith, therefore, you have an obligation to disclose fully and truthfully all of the details which we require for the acceptance of your policy, to effect any changes to your policy, and to handle any claims which you may have. Duty of disclosure has many elements, but is covered in the General Conditions section.

Basic and Additional Excesses

An excess is the amount of a claim which you are responsible for, before we as insurer begin to pay our share of the costs of your claim. There are basic and additional excesses which you need to be aware of, which are detailed in the individual sections of this policy.

Average

It is important your cover accurately reflects the replacement value of your assets which are insured. If this is not so, you need to be aware of the implications of the concept of average in the event of a claim. Please refer to the General Section of this policy to see how it works.

Betterment

A principle objective of insurance, in the event of a loss, is to place you as insured in the same position as you were before the loss - but not for you to profit through a net improvement as a result of this indemnification. This is referred to as betterment. Please refer to the 'Settlement of your claim' part of the General Conditions section of this policy.

Dual Insurance

Whilst it is lawful to take out multiple independent insurance policies on the same risk, you need to be aware of the implications for any claim you may have on this dual cover. Applicable to all sections of this policy.

Jewellery

Ensure your jewellery is evaluated annually and that this valuation is submitted to us. Be wary of the limitations of settlement should you jewels be unspecified. Please refer to Householders and Cover on the Go sections of this policy.

Security Requirements

It is important that you comply with the security requirements which we have specified on your policy schedule. This is detailed in the Householders, Building, Cover on the Go and Vehicle sections of this policy.

Use of Vehicle

Ensure that your vehicle cover is correct in terms of the type of use as stated on your policy schedule. Please refer to the Vehicle section of this policy to understand the concepts of Personal and Business Use.

Driver Basis

Please ensure that you understand the differences between Regular Driver and Nominated driver, and have named the relevant driver/s accurately. This is detailed in the Vehicle section of this policy.

Due Care

Take all reasonable care and precaution to prevent or minimise loss, damage, liability, injury or death.

Basis of Contract

Please read the policy terms and conditions in conjunction with your Policy Schedule, bearing in mind the information you have provided to us at the inception of this policy. All three of these aspects form the basis of the contract into which we have entered into, together

Introduction

INTRODUCTION

New National Assurance Company Limited agrees to provide you with insurance cover subject to the terms and conditions of this policy during the period of insurance for which the premium has been paid. The application and declaration made by you form the basis of this policy.

We regard all information requested by us and provided by you as material in assessing and accepting risk under this policy.

Your policy schedule along with the policy wording must be read as one.

GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS OF THIS POLICY)

Premium Payment

Cover will be provided for those periods of insurance for which premiums have been paid to us within the valid receipt period (as stipulated in your policy schedule).

For monthly policies, if payment has not been made on the payment date, a 15 day grace period will be extended from commencement of the second month of the policy; and failing further premiums received, cover will be cancelled from the date on which the unpaid premium first became payable.

For annual policies, payment is due at inception of cover, and on or before renewal of the policy.

If you place a stop payment on your premium, cover will automatically be cancelled, effective from, and including the day that the premium had become due.

You are obliged to inform us if your bank details change. If your bank details change and we are unable to collect premiums from your account, your policy will lapse and you will no longer enjoy cover. If we are unable to collect the premium due to a bank error, your policy will not lapse. However, you will be obliged to provide proof of the same.

Claims Made Easy

When you want to claim you must notify your broker. Remember you will need the following:

- ✓ Your identity document;
- ✓ Your policy number;
- ✓ A detailed description of what happened.

DETAILS ON HOW TO CLAIM:

- You should notify your broker within 48 hours of the event/claim taking place;
- Written notification together with all supporting documents must be submitted within 30 days;
- Notify the police within 24 hours following loss or damage to motor vehicles and after an event where theft or any other criminal act is involved;
- Submit any document that you receive in relation to any claim, to your broker within 48 hours.

TO ALLOW US TO DEAL WITH YOUR MOTOR CLAIM SWIFTLY:

Please provide your broker or us with:

- ✓ Full names, addresses, ID numbers, telephone numbers and licence details of all other drivers involved in the accident;
- ✓ The owner/or owners' details (including addresses) of the vehicle/s or property involved;
- ✓ The details of any insurance policy covering such vehicle/s or property;
- ✓ Full description (including make and registration number) of all vehicles involved;
- ✓ Details of injuries to any passenger in any of the vehicles involved and/or any other injuries directly resulting from the event;
- ✓ Full names, addresses, ID numbers and telephone numbers of any witnesses to the accident;
- ✓ Accident report or the accident report number.

SETTLEMENT OF YOUR CLAIM

We have the option to

- Pay;
- Replace (through a supplier of our choice);
- Repair (through a repairer of our choice);
- Any combination of the above

Where we choose to replace or repair, we shall not be obliged to do so exactly or precisely but only as circumstance may reasonably allow. A contribution will be required by you where, as a result of repair or replacement, the condition and/or value of the insured property is improved. In the event of a settlement by us for a total loss, the insured property or its salvage shall become solely our property.

OUR RIGHTS AFTER AN EVENT

We may take over and conduct the defense or settlement of any claim and or recovery from any third party and have the right to use your name for this purpose. You should provide every assistance and co-operate fully without delay when called upon to do so.

We may at any time give up control of any defense, settlement, or proceedings and pay you the full amount of our liability, or any lesser amount for which the claim can be settled. If we do so, we will be discharged from all further liability.

RIGHTS OF OTHERS

This policy gives rights to you only. Our liability for losses of any other person gives no right to that person to claim against us. However, you may (in such case) submit a claim on behalf of such persons.

MORE THAN ONE POLICY

If at the time of a claim the loss, damage or liability is covered by any other insurance, we will not pay more than our pro-rata share. You are obliged to inform us of any other insurance at the time of submitting your claim.

IN ORDER FOR US TO CONSIDER YOUR CLAIM

You must fulfill the following obligations. If you fail to meet these obligations, your claim may be rejected:

- ✓ Pay your premium;
- ✓ Give us true and complete information;
- ✓ Take all reasonable care and precaution to prevent or minimise loss, damage, liability, injury or death;
- ✓ Agree to comply with all our reasonable requests;
- ✓ Prove ownership and value of any item that you are claiming for;
- ✓ Inform us as soon as practically possible if any of the policy details or declarations are incorrect or if any of these details or declarations change;
- ✓ Tell us if you change the address where you keep the items we insure;
- ✓ Not admit any fault nor make any offer of/or settlement without our written agreement;
- ✓ Tell us about anything you have not yet disclosed or future changes that may be important for us to know, in order to accept and continue cover on your policy.

DISPUTED CLAIMS AND TIME LIMITS

After informing you of our decision on a claim, you will be allowed 90 days to make representation to us regarding our decision if you do not agree. Following your written representation, should your dispute not be satisfactorily resolved, you may institute legal action by the service of summons against us. The summons must be served on us within 180 days after the expiry of the 90 days which you have to make representation failing which, you will forfeit your claim and we will have no liability from such claim.

FRAUDULENT OR DELIBERATE ACTS

You will lose all rights to claim under this policy if:

- i. a claim is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy; or
- ii. 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
- iii. information or documents in support of a claim, whether created by you or on your behalf, is not true, is not complete or is fraudulent; or
- iv. the quantum of a claim is deliberately exaggerated by you or anyone acting on your behalf.

NOTIFICATION OF CHANGES AND CANCELLATION

We may change or cancel your policy or any section of the policy by giving 30 days written notice electronically, by fax or by post to your postal address as shown on the policy schedule. Any changes or cancellation that you make will be effective from the date as agreed by us.

If we cancel one section only, you will still have cover for the other sections.

If the policy is cancelled by you during a period of insurance we will retain a portion of the premium paid.

AVERAGE

It is important that you insure your property for the full replacement value and review the value on an annual basis, with your broker. If there is under-insurance at the time of loss or damage, you will be considered your own insurer and will bear a proportional share of the loss or damage. We will only be liable to pay our proportionate share of the loss or damage.

CASE STUDY 1

How does Average work?

Mr Ndaba has insured his property for R 150, 000 and since coming on cover 3 years ago, has not increased his value at risk to be in line with current replacement values. Mr Ndaba now suffers a loss of R 20, 000 and submits the claim to the Insurer. At the time of the claim, it is established that the replacement value of the property is actually R 200, 000. In terms of our policy, and the condition of Average, due to him being "Under-Insured", his claim will be proportionately settled, using the following calculation.

$$\frac{R150\,000 \text{ (Sum Insured)}}{R200\,000 \text{ (Value at Risk)}} \times R20\,000 \text{ (Loss)} = R15\,000$$

Settlement to Mr Ndaba will thus be R15 000.

WARRANTIES

The cover provided to you by this policy is subject to the warranties as mentioned in the "Notes/Extensions/Endorsements" section of the policy schedule

WHAT YOU PAY WHEN YOU CLAIM – THE EXCESS

You will be responsible to pay the basic excess and any additional excesses stated in the policy schedule.

TERRITORIAL LIMITS

The covers under this policy shall operate whilst an insured event occurs in the following territories:

<i>House Contents:</i>	Risk address as mentioned in the policy schedule
<i>Buildings:</i>	Risk address as mentioned in the policy schedule
<i>Cover on the Go:</i>	World wide
<i>Vehicle:</i>	Republic of South Africa, Namibia, Lesotho, Swaziland, Botswana, Zimbabwe, Mozambique, Malawi
<i>Watercraft:</i>	Republic of South Africa, Namibia, Lesotho, Swaziland, Botswana, Zimbabwe, Mozambique, Malawi
<i>Personal Accident:</i>	Republic of South Africa, Namibia, Lesotho, Swaziland, Botswana, Zimbabwe, Mozambique, Malawi
<i>Personal Liability:</i>	Republic of South Africa

JURISDICTION

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

REPATRIATION

If your insured vehicle is damaged outside the Republic of South Africa, you will be responsible for the cost of repatriation, unless we have agreed in writing to bear such costs.

INSURABLE INTEREST

In order for you to have cover, you have to have an Insurable Interest in any item insured under your policy. You must be the owner or alternatively the bona fide authorized user of the insured item or have a financial interest in the item.

SHARING OF INFORMATION

We respect the confidentiality of your information. In order to ensure sound insurance practices and prevent insurance fraud we may confirm and disclose information relating to claims, insurance and financial history. This is applicable to anyone who is covered under this policy.

VALUE ADDED TAX IS INCLUDED

All amounts referred to in this policy include VAT. The amounts include:

- a. Premiums;
- b. Maximum amounts of cover;
- c. Sums Insured
- d. Claim amounts we pay out;
- e. Excesses

UNAVAILABLE PARTS

If a part or material that is needed to repair the insured item after loss or damage has occurred is not readily available part in the Republic of South Africa, we will pay an amount equal to the value of the part or material at the time of the loss or damage. The value of the part or material will be determined according to the price provided in the most recent catalogue or price list relative to the insured item.

WHAT IS NOT COVERED

Under all sections of this Policy

This policy does not cover any loss, damage, liability or injury directly or indirectly arising from any of the following:

- War and public disorder:
 - war or war-like acts;
 - military uprisings, usurped power, rebellion or revolution;
 - civil commotion, labour disturbances or public disorder;
 - any act of terrorism by any person or group, whether acting alone or under instruction.
- Attached property:
 - Property that has been lawfully attached in execution of a court order.
- Pollution or contamination:
 - Pollution and/or contamination including exposure to radioactive or nuclear material.
- Programs and data:
 - Electronic programs, data or unlicensed software.
- Wear-and-tear and breakdown:
 - any cause that was not sudden and unforeseen;
 - gradual deterioration, including rising damp, wear-and-tear, rust, mildew or fading;
- mechanical-, electrical- or electronic breakdown, defect or failure;
- damage to consumable parts;
- Damage recoverable under any warranty, guarantee, maintenance or lease agreement.
- Damage resulting from cleaning, repairing, restoring, dyeing, bleaching or altering an insured item.
- Depreciation in any form.
- Damage caused by computer viruses and similar destructive media.
- Damage caused by insects or pests.
- Loss or damage caused by domestic pets.
- Contracts
 - breach of contract;
 - liability arising from a contract, unless you would have had the same liability had you not entered into the contract;
- Loss or Damage from or relating to any exchange, cash or credit sale agreement, including theft under false pretence and fraud. When selling your possessions, you need to have prior confirmation by your bank that valid and legal payment for the sale has been made before giving the property to the other person.
- Pawned items
Any pawned items, whether you pawned them or you are holding them on someone else's behalf.
- Misrepresentation, Non-Disclosure or Misdescription
We may decline to indemnify or compensate you for loss, damage, accident or liability under any item or section where there is misrepresentation, non-disclosure or misdescription of factual information supplied to us in connection with your claim or your application for this policy or any subsequent changes made by you.
- Consequential loss
Any consequential loss or damage except where we specifically insured you for such losses.
- Illegal activities
The use of the insured property for, or in connection with, any criminal or illegal act. This includes, without limiting the scope of this clause, any incident relating to obtaining, using or soliciting narcotics.
- Nuclear Causes
Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon

SASRIA

Cover is provided by SASRIA Limited and is automatically included for all sections of this policy covering your insured property.

Sasria covers you for any accidental or intentional damage to your insured property caused by any person or group of people taking part in a riot, strike, lock-out, public disorder, civil commotion or committing any act which had a political, social or economic aim, objective or cause, or in protest against any state or government. This cover is limited to events occurring in the Republic of South Africa.

For a full description of cover and exclusions see the Sasria master policy which is available on request from us.

SANCTIONS EXCLUSION CLAUSE

We will not provide cover or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanctions, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.

CYBER LOSS EXCLUSION

1. Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes all loss, damage, liability, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
 - a. any loss of, alteration of, or damage to or a reduction in the functionality, availability, or operation of a Computer System.
 - b. any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any Data, including any amount pertaining to the value of such Data.

Definitions:

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

INFECTIOUS OR CONTAGIOUS DISEASE/ EPIDEMIC/PANDEMIC

Notwithstanding anything to the contrary within this policy and any section thereof, this policy does not cover any claim, loss, damage, cost, expense, legal liability, or any consequential loss directly or indirectly caused by, in connection with, in any way involving, arising out of, any infectious disease, epidemic or pandemic. This includes, but is not limited to, any fear or threat thereof, whether actual or perceived.

Infectious Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism, including but not limited to any form of Coronaviruses or Influenza viruses, where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property, including but not limited to any tangible goods, livestock, bloodstock, or other.

For the purposes of this clause Infectious Epidemics shall mean the sudden, unexpected, large scale manifestation of an initially locally contained infectious disease which spreads very rapidly and with great virulence, or any indication fear or threat of a possible Infectious Epidemic, as classified by the appropriate national or international body or agency which leads to:

- i. the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency, and/or
- ii. any travel advisory or warning being issued by a national or international body or agency

If it is alleged that by reason of this exclusion any loss is not covered by this policy or any section thereof, the burden of proving the contrary rests upon the insured.

ASBESTOS

We do not pay for claims resulting directly or indirectly from the effects of asbestos on your health.

DAMAGE CAUSED BY INCIDENTS COVERED UNDER LEGISLATION

This refers to any event for which a compensation fund has already been set up under relevant government legislation, whether in South Africa or any other country where the policy applies. An example of such legislation in South Africa is the War Damages Insurance and Compensation Act (Act 85 of 1976).

Home Contents

Under this section you may claim for items stolen from or damaged at your home.

What you pay when you have a claim:

Every time something happens, for which you claim, you must pay the basic excess and any additional excesses as stated in the schedule.

WE WILL INDEMNIFY YOU FOR:

Loss of or damage to the household goods and personal possessions that you and your family members who live with you have inside your home or the outbuildings at the address stated on the schedule. You must have a financial interest in the household goods and personal possessions.

You are covered for loss or damage caused by fire, lightning, explosion, malicious damage, impact with your home and outbuildings, falling trees (but not while they are being felled), earthquake, storm, flood, hail, snow, the bursting or overflowing of geysers, equipment or pipes, break-in and theft.

The maximum indemnity for the following items is stated on your schedule:

✓ **Trauma Treatment**

We will compensate you for the cost of trauma treatment provided by a registered professional counsellor incurred and paid for by you, and not otherwise recoverable from any other insurance or facility and sustained due to theft, burglary, hijacking or fire that occurred in your private residence or on your premises.

✓ **Break-in and Theft**

If entry to the building was not gained by visible, forcible, and violent manner, liability will be limited to 5% of the Contents sum insured however, limited to a maximum R30,000.00.

✓ **Food that deteriorates**

Food that deteriorates if your fridge or freezer breaks down due to power failure.

This cover does not apply if your electricity has been cut off because you have not paid your bill, or there is load-shedding by any public authority for less than 24 hours.

✓ **Stolen washing and garden furniture**

Stolen washing and garden furniture while in the open at your home.

✓ **Your guests' belongings**

Your guests' belongings stolen from your home.

✓ **Money stolen from your home**

Money stolen from your home, as long as we can see the damage caused by the break-in.

✓ **Personal documents, coins and stamps**

Loss of personal documents, coins and/or a stamp collection.

✓ **Locks and keys**

Locks and keys if they are lost or damaged.

✓ **Credit or bank cards**

The fraudulent use of your credit or bank cards.

✓ **A hole-in-one/bowling full-house**

A hole-in-one/bowling full-house, on a recognised golf course/bowling green.

✓ **Your and/or your spouse's death**

Your and/or your spouse's death, if it is caused by a fire or a break-in at your home.

✓ **Your domestic employee's belongings**

Your domestic employee's belongings if stolen, but only when we can see the damage caused by the break-in into the outbuildings.

✓ **Medical expenses**

Medical expenses incurred because of an injury that was caused by a defect in your buildings, or by your household pet.

We will not indemnify you for injuries of a household member, but we will indemnify you for your domestic employee's injuries during the course of his or her duties. We will only indemnify you if no other insurance policy or facility is able to pay compensation for the medical expenses incurred. Medical expenses can only be claimed under any one section of this policy.

✓ **Veterinary expenses**

If your household pet is injured in a public road accident.

✓ **Rent to live elsewhere**

If you cannot live in your home because it was damaged by anything covered by the policy.

✓ **Belongings in a removal truck**

When your belongings are in a removal truck and it is involved in an accident.

We will also indemnify you for damage caused by fire, lightning and explosion while your belongings are in transit or stored in a registered furniture warehouse.

✓ **Breakage of mirrors and glass**

Breakage of mirrors and glass that are part of a stove, oven or furniture, when broken by accident.

✓ **Breakage of television sets, LCDs and LEDs**

When broken by accident, but not when it breaks down mechanically or electrically.

✓ **Fire brigade charges**

Fire brigade charges incurred for a fire at your home.

✓ **Surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, wind surf boards, sailboards and model boats**

✓ **Subsidence or Landslip**

We will compensate you for loss of or damage to your insured property caused by subsidence or landslip or both. However, we will not cover loss or damage following:

- The faulty design or construction of any building;
- Caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay or similar soil types;
- Caused or made worse by faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any building;
- The removal or weakening of supports of any building;
- Structural alterations, additions or repairs;
- Excavations above or below ground, except excavations performed during mining operations;
- Caused by normal settlement, shrinkage or expansion of the building;
- Damage that already existed when your cover started;

If we require it, you must prove that the loss or damage being claimed for was caused by subsidence or landslip, or both.

✓ **Accidental Damage**

We will compensate you for accidental physical loss of, or damage to, your insured property while it is in your private residence or on your premises.

Cover for Accidental Damage **excludes:**

- Depreciation
- Gradual causes such as wear and tear, rust, mildew, corrosion, decay;
- Loss or damage which is:
 - not otherwise covered under the home contents section caused by household pests (such as rodents, ants and moths);
 - caused by cleaning, repairing or restoring by any manner or method;
 - to any tools, gardening implements, garden furniture;
 - to automatic swimming pool cleaning equipment;
 - to any portable computer equipment or cellular devices;
 - to any contents of refrigerators or freezers;
 - covered by any manufacturer's guarantee, purchase agreement or service contract;
 - cracking or scratching of glass, glassware or any similar breakable article. This exclusion does not apply to jewellery, cameras, televisions or computer screens;
 - chipping or denting of furniture or domestic appliances;
 - the cost of reproduction or repair of data of any kind;
 - mechanical, electrical or electronic breakdown (unless specifically shown as included in the Schedule under Accidental Damage)

✓ **Jewellery, Watches, Precious Stones and Furs**

Indemnity is provided, but only up to a maximum of 30% of your Household Contents Sum Insured as stated in your schedule for the following articles collectively, inside your home:

- Jewellery, Watches, Precious Stones, Diamonds, Platinum, Gold, Silver Articles and Furs (You may insure these items more specifically under Cover on the Go Section);
- You will be paid out no more than R2500 per item, unless you submit a professional valuation certificate from a registered jeweller which is dated no more than two years prior to you claiming for these items OR submit the purchase invoice;
- All items that are worth more than R2500 each must be kept locked in an SABS approved safe with a minimum category 1 rating or its equivalent when not being worn. The safe must be mounted or fixed to a permanent structure of the building on your premises.

CASE STUDY 2

How does our indemnity work?

Mr Abrahams has taken out cover for Household Contents with a Total Sum Insured of R500,000 in January, comprising of the following insured items:

- Jewellery of R200,000
- Watches of R20,000
- An inherited fur coat of R10,000
- All other household goods for which he does an annual inventory count of R270,000

In June, Mr Abrahams is the victim of an armed hold-up in his house, and unfortunately suffers a total loss of all his jewellery and watches. Whilst his total loss is R200,000 plus R20,000 = R220,000, his householders policy will indemnify him up to a maximum of $30\% \times R500,000 = R150,000$.

WE WILL NOT INDEMNIFY YOU FOR:

- ✗ **Various documents, manuscripts, etc.**
Deeds, bonds, bills of exchange, promissory notes, stamps, documents of any kind, manuscripts, medals and coins, rare books, vehicles or their sound systems, accessories or parts, trailers or caravans.
- ✗ **Items specifically insured**
Items you insured more specifically elsewhere or with us under any other sections.
- ✗ **Fire damage to household goods in a thatched-roof building**
Fire damage to any household goods if your home, building or outbuildings have a thatched roof, unless the schedule states that it is covered.
- ✗ **Damage to household goods in non-approved buildings**
Any damage if the relevant local authority did not approve or would not have approved the construction of the building.
- ✗ **Goods used solely for business**
Goods and possessions that you use solely for business, professional or trade purposes.
- ✗ **Borehole and swimming pool equipment**
These items can be insured separately under "Cover on the Go" section.
- ✗ **Items stolen from your garage or outbuildings**
We will only indemnify you if we can see the damage caused by the break-in.
- ✗ **Communal living**
Any loss or damage if more than two people, who are unrelated to you, live in your home or if it is a commune.
- ✗ **Transit and storage outside South Africa**
Any damage or loss if your belongings are transported in a removal truck or stored outside the borders of South Africa.

- ✗ **Damages outside the territorial limit.**
- ✗ **Property possessed or obtained for the purpose of disposing of it in a business transaction**
- ✗ **Aircraft other aerial devices**
- ✗ **Loss of, damage or injury to or death of any animal/s**
- ✗ **The cost of reproduction or repair of data**
- ✗ **Theft or Break-in while your home or building is sub-let**
- ✗ **Loss or damage or breakage covered by manufacturers' purchase agreement, guarantee, warranty or service contract**
- ✗ **Unoccupied Home**
Loss or damage where your home is unoccupied by you for more than 60 consecutive days unless we agree to extend the cover in writing to you.

SPECIAL CONDITIONS FOR THEFT AND BREAK-IN COVER AS SPECIFIED ON YOUR POLICY SCHEDULE

- **Burglar Bars and Security Gates**
We will not indemnify you for loss of or damage to household goods and personal possessions as a result of theft or break-in unless your building or outbuilding is fitted with security gates in front of all your doors leading to the outside of your building and burglar bars fitted in front of all your opening windows.
- **Alarm system linked to a control room with armed response**
 - If we require that you install in your building and outbuilding an alarm system which is linked to a control room with armed response, we require you and or any person you have authorised to look after your building to:
 - Keep the alarm system in working order;
 - Keep the passive infrared motion detectors free from obstruction;
 - Not bypass any passive infrared motion detector or zone when the building and outbuilding is left unattended;
 - Activate the alarm when any of the buildings and outbuilding is left unattended.
- **Perimeter Security**
If we require that you install perimeter security, your perimeter security must be maintained and kept in working condition at all times.

LIABILITY AS A HOUSEHOLDER IF YOU ARE LEGALLY LIABLE

If you have Household Cover, you are automatically granted Personal Liability cover for the following:

- If any person other than you, a member of your family who lives with you or someone who works for you, is injured or dies accidentally and you become legally liable;
- If the property of any person other than you, a member of your family who lives with you, or someone who works for you, is accidentally damaged (note that something that does not belong to you or your family, but that you are temporarily looking after, is not covered);
- For the recoverable legal costs of the person who claims against you
- If you are legally liable, we will pay if your domestic employee is injured or dies because of an accident that happened at your home while he/she was working.

TENANT'S LIABILITY AS A HOUSEHOLDER:

If you are legally liable, we will indemnify you:

- For accidental damage to the buildings that you are renting and the landlord's fittings to the buildings, caused by anything covered by this policy;
- If sanitary ware or fixed panes of glass break by accident; and
- If water, gas and sewerage pipes or electricity or telephone connections of the buildings or outbuildings break by accident.

Buildings

Under this section you may claim for damage to the physical structures of your home and its outbuildings of standard construction.

Standard Construction means the buildings are built with walls of brick, stone or concrete and are roofed with slate, tiles, concrete, asbestos or metal.

Every time something happens, for which you claim, you must pay the basic excess and any additional excesses as stated in the schedule.

WE WILL INDEMNIFY YOU FOR:

Loss of or damage to your home, garages, carports, outbuildings, swimming pool (but excluding borehole equipment), walls, gates, fences, tennis court and fixtures & fittings of the buildings, caused by:

- ✓ Fire, lightning, explosion and/or earthquake;
- ✓ Storm, wind, water, hail or snow, but excluding: loss or damage to gates, fences or retaining walls OR loss or damage caused by any process that uses or applies water;
- ✓ Bursting of water pipes;
- ✓ Impact with your home by animals, vehicles, aircraft or aerial devices or other objects falling from them and falling trees (but not while they are being felled);
- ✓ Collapse or breakage of aerial systems and satellite dishes;
- ✓ Break-in or theft, but not if the home is unoccupied for more than 60 days, unless we have approved the cover to you in writing;
- ✓ Malicious damage, but we do not cover malicious damage while your private residence is lent, let or sublet to a tenant, even if the damage is caused after the rental agreement came to an end provided the damage is linked to it;
- ✓ Bursting, overflowing or leaking of geysers, water tanks and similar apparatus.

The maximum indemnity for the following items is stated on your schedule:

- ✓ **Geysers, water tanks and similar apparatus**
Loss or damage to geysers, water tanks and similar apparatus caused by bursting or tearing.
- ✓ **Fixed swimming pool equipment (excluding moveable equipment)**
Loss or damage to fixed swimming pool equipment caused by any insured peril.
- ✓ **Loss of Rent**
Rent that you lost if your tenant can no longer occupy your insured building due to the building being damaged by a loss covered under this section. Cover is limited to a maximum of 20% of the building sum insured and further limited to the rental for the period necessary to make the property habitable, whichever is the lesser.
- ✓ **Rent to live elsewhere**
If you cannot live in your home because it was damaged by anything covered by this section. Cover is limited to a maximum of 20% of the building sum insured and further limited to the rental elsewhere of a similar property and for the period necessary to make the insured property habitable, whichever is the lesser.
- ✓ **Professional Fees**
Expenses for professional fees and charges from public authorities after loss or damage covered by this section.
- ✓ **Glass and Sanitary ware**
Accidental damage to fixed glass and sanitary ware excluding chipping, scratching, disfigurement or discolouration.

✓ Public Utility Supply

Accidental damage to your home's connection to public utility supply such as water or electrical main supply. The cover is limited to your own property or property that you are legally responsible for.

✓ Fire Brigade Charges

Fire brigade charges incurred after a loss of damage covered by this section.

✓ Demolition Charges

The cost incurred to demolish your home and to remove the debris after loss or damage covered under this section.

✓ Accidental Damage

We will compensate you for accidental physical loss of or damage to your insured building. Cover for Accidental Damage excludes:

- Gradual causes such as wear and tear, rust, mildew, corrosion and decay;
- Any loss or damage:
 - caused by pests (such as rodents, ants, vermin and moths);
 - caused because of cleaning, repairing or restoring by any manner or method;
 - of or to moveable, automatic swimming pool cleaning equipment;
 - covered by any manufacturer's guarantee, purchase agreement or service contract;
 - chipping or denting;
 - mechanical, electrical or electronic breakdown (unless specifically shown as included in the Schedule under Accidental Damage).

✓ Subsidence or landslip

We will compensate you for loss of or damage to your insured property caused by subsidence or landslip or both. However, we will not cover loss or damage:

- To drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates and fences, driveways, paving, swimming pool borders or tennis courts;
- Caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay or similar soil types;
- Caused or made worse by faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any building;
- Caused by structural alterations, additions or repairs;
- Caused by excavations other than mining excavations;
- Caused by normal settlement, shrinkage or expansion of the building;

- Damage that already existed when

you moved into the property. You must prove that the loss or damage being claimed for was caused by subsidence or landslip.

✓ Mortgage

The interest of the mortgagee:

- ranks prior to the interest of the Insured;
- is limited to the amount owing to the mortgagee by the Insured on the home loan account in respect of the insured dwelling;
- will not be invalidated by any act or omission of the Insured if such act or omission occurs without the mortgagee's knowledge.

WE WILL NOT INDEMNIFY YOU FOR

✗ **Loss or damage to an Unoccupied Home**

Loss or damage where your home is unoccupied for more than 60 (sixty) consecutive days unless we agree to extend the cover in writing to you.

✗ **Wear and Tear/Design Defects**

Loss or damage arising from wear and tear, gradual deterioration, lack of maintenance of your home or defective design, construction or materials.

✗ **Non-Compliance with Buildings Regulations**

Loss or liability if your home does not conform to the requirements of the National Building Regulations or similar South Africa Legislation applying at the time of the erection or alteration.

✗ **Consequential Loss**

Consequential loss or damage of any kind whatsoever except as specifically provided for under Loss of Rent.

✗ **Non-Standard Construction**

Loss or damage to your building or outbuilding which is of non-standard construction i.e., thatch roof in part or in whole unless specified in the Schedule of Insurance and the additional premium has been received by us and you have met the specific requirements in respect of thatched roofs, as set out in the warranty/notes/endorsement Section of your Policy Schedule.

✗ **Loss or damage to temporary structures.**

✗ **Any additional costs resulting from the unavailability of matching of materials.**

✗ **The cost of maintaining your home.**

This Policy does not cover the costs of maintaining your home. We recommend that you follow these maintenance guidelines:

✗ **Roof**

Inspect and maintain regularly. Tiles may move in a strong wind. They should be reset to prevent leaking in the rainy season. Ridging should be checked and sealed. Iron roofs are affected by weathering, screws need to be re-secured and rubber seals replaced. Overlaps should be sealed regularly. Flashings should be checked and secured in roof gullies and around chimneys, vents and expansion pipes. Rust should be treated.

✗ **Gutters**

Inspect and clear debris regularly. Fascias should be secured where necessary.

✗ **Plumbing and electrical systems**

Should be inspected regularly and maintained appropriately.

✗ **Walls**

Periodically check for cracks and poor paintwork and maintain as required.

✗ **General housekeeping**

Do not store large quantities of cardboard or other flammable items that may increase or pose a fire hazard.

LIABILITY AS A HOUSEOWNER IF YOU ARE LEGALLY LIABLE

If you have Buildings Cover, you are automatically granted Personal Liability cover for the following:

- If any person other than you, a member of your family who lives with you or someone who works for you, is injured or dies accidentally and you become legally liable;
- If the property of any person other than you, a member of your family who lives with you, or someone who works for you, is accidentally damaged (note that something that does not belong to you or your family, but that you are temporarily looking after, is not covered);
- For the recoverable legal costs of the person who claims against you.

Cover on the Go

Under this section you may claim for loss or damage to your personal possessions that you normally wear or carry with you.

What you pay when you have a claim:

Every time something happens, for which you claim, you must pay the basic excess and any additional excesses as stated in the schedule.

WE WILL INDEMNIFY YOU FOR:

Loss or damage to personal possessions normally worn or carried by you or your family members who live with you.

This includes:

✓ **Unspecified Items (if stated in the schedule)**

Clothing, jewellery and personal items (excluding laptops, cellphones, smartphones, tablets, I-Pads and similar mobile handheld devices) up to the sum insured but limited to R2000 per item.

✓ **Specified Items (only if stated in the schedule)**

Any item specified on the schedule up to the sum insured or its reasonable replacement value, whichever is the lesser.

WE WILL NOT INDEMNIFY YOU FOR:

✗ **Theft from unattended vehicles**

Theft from any vehicle which is left unattended and where the items were not in a locked luggage compartment or locked interior of the vehicle. There will be no cover if there is no evidence of the break-in.

✗ **Sporting equipment whilst in use.**

✗ **Money and other negotiable instruments.**

✗ **Items for business use**

Any items that you use solely for business, trade or professional purposes unless agreed to by us in writing.

✗ **Drones**

This policy excludes any legal liability, loss or damage to, cost or expense of whatsoever nature directly or indirectly arising from the use of drones or RPAS (remote pilot aircraft system).

SPECIAL CONDITIONS

• **Pairs and Sets**

If an item consists of articles in a pair or set, we will not pay more than the value of the part/s lost or damaged e.g. a pair of earrings, if only one is lost or damaged only the one will be indemnified.

• **Jewellery (if specified in the schedule)**

It is a Policy Condition that items with a sum insured exceeding R2,000 must be accompanied by the necessary valuation certificate indicated on the Schedule prior to any payments arising from any loss or damage.

Items with a sum insured of R2000 or more must be examined by an acknowledged professional jeweller at least every 24 months for any wear and tear and possible damage. The necessary certificates must be available on request.

Jewellery with a total sum insured of R10,000 or more must be kept in a locked safe when not being worn. The safe must be mounted or fixed to the permanent structure of the building.

• **Keep pedal-cycles secured and locked when left unattended**

You must comply with the following conditions for your insured pedal-cycles:

- when left unattended or not in use the pedal-cycle or any parts must be:
 - locked away in a building; or
 - securely locked to an immovable object, vehicle or trailer with a lock and cable, or chain; or
 - locked inside a vehicle or trailer, and there are clear signs of forced entry
 - left in a designated secure area provided by an official organiser such as a club or accredited cycling body
- while the pedal-cycle, wheels or parts are in transit:
 - these must be attached to a vehicle or trailer with a lock and cable, or chain; or
 - these must be locked inside a vehicle or trailer with clear signs of forced entry; or
 - you must have the pedal-cycle carrier securely bolted or locked to the vehicle or trailer by an approved lock;
 - you must ensure that the frame and wheels of the pedal-cycle are secured to the pedal-cycle carrier with an approved lock, cable or chain.

If these conditions are not complied with, there will be no cover for loss or damage to the pedal-cycle or any of its parts caused by theft.

Vehicle

Under this section you may claim for loss or damage to your motor vehicle, motorcycle, caravan or trailer; registered in SA.

What you pay when you have a claim:

Every time something happens, for which you claim, you must pay the basic excess and any additional excesses as stated in the schedule.

It is important that you understand the following definitions applicable to your cover relating to your vehicle

<i>Insured/You:</i>	The person in whose name this policy is issued and his/her spouse.
<i>Vehicle:</i>	A South African registered private motor car or minibus or caravan or light delivery vehicle with a gross vehicle mass not exceeding 3500 kg; trailer (not exceeding a carrying capacity of 1000 kg), motor cycle, scooter and quad bikes as stated on the schedule.
<i>Regular driver:</i>	You and any other person/s as stated in the schedule, who drives the vehicle more frequently than anybody else in any month.
<i>Private use:</i>	Use of your vehicle for social and domestic purposes, including driving between your home and regular place of work.
<i>Business use:</i>	In addition to private use, the use of your vehicle for business and professional purposes. The use of light delivery vehicles (LDVS), minibuses and station wagons for commercial purposes is not covered under business use. This would include the transporting of stock or people for reward.

We do not insure the following types of use:

- Commercial use;
- Carrying fare-paying passengers;
- Hiring out of the vehicle;
- Any racing or speeding contest, rally or trial involving driving of any kind including use on 4x4 courses and test circuits, fun-day events, or any events held on a race track;
- Any purpose related to the motor trade, except when the vehicle is in the care of the motor trade for its maintenance or repair.

REASONABLE RETAIL VALUE

The value of a vehicle including factory fitted accessories as listed in a recognised current motor trade publication. The vehicle's age, condition and odometer reading may affect the value. This value changes frequently and should be reviewed by your broker at least once annually.

COVER

There are three types of cover under this section:

- Comprehensive;
- Third Party Fire and Theft; and
- Third Party Only.

The type of cover and use that you chose is stated on the schedule. **It is very important that you understand which type of cover you have.**

COMPREHENSIVE COVER

WE WILL INDEMNIFY YOU FOR

✓ **Accidental loss, damage or theft to the vehicle.**

If the vehicle and/or the accessories, and/or any part thereof are stolen or damaged, we will at our option indemnify you by:

- Paying for its repair or replacement, less any excesses payable.
- The maximum amount payable by us is the vehicle sum insured as stated in the schedule or the reasonable retail value as recorded in a recognised and current motor publication, whichever is the lesser. The vehicle's age, condition and odometer reading may affect the value.
- Your vehicle's value should be adjusted by your broker at anniversary of your policy.

If the vehicle is financed, payment will first be made to the finance company.

✓ **Liability to Third parties**

This covers legal liability arising from your use of the insured vehicle, up to a maximum of R2,500,000. This includes legal costs, interest or any other cost incurred **with our written consent**. Cover is in respect of death and bodily injury to any other person or accidental damage to property of other parties.

We will compensate you for legal liability to a third party arising out of your use of a vehicle not shown in the schedule; however damage to the vehicle being used by you is not covered.

This cover will only be valid if, at the time of accident/loss:

- You were driving the vehicle;
- You were not using the vehicle for business, professional or commercial use at the time of the loss/accident;
- You did not own the vehicle;
- The vehicle was not leased to you;
- The vehicle was not hired to you;
- You did not purchase the vehicle in terms of any credit agreement.

We will compensate for legal liability to a third party arising from the use of a vehicle shown in the schedule by persons other than you, provided that no other insurance policy covers the same legal liability.

The maximum indemnity for the following items is stated on your schedule:

✓ **Towing, Storage and Protection costs**

Roadside assistance is available at an additional premium. Should you choose not to include this service on your policy or if the service is included on your policy and you do not utilise it, the maximum cost of towing, storage and protection of your vehicle will be limited to the amount stated in the schedule.

In the event of an accident, immediately contact the roadside assistance helpline to arrange towing, storage and protection of your vehicle.

Please refer to Your Policy Schedule for the Roadside Assistance contact details.

✓ **Windscreens**

We will pay for the damage to window glass of the vehicle as stated in the schedule, less any excess applicable.

✓ **Medical Expenses**

If you or any passenger in the vehicle sustains an injury as a result of an accident, we will pay for medical expenses in connection with injury for an amount as stated in the schedule, per event; provided the passenger is seated in the vehicle's permanently enclosed passenger carrying compartment. This cover is excluded for motorcycles, scooters, caravans, trailers, quad bikes and golf carts.

✓ **Vehicle keys and remote-control units**

We will pay for the reasonable cost as stated in the schedule for loss or damage to keys or remotes.

✓ **Contents of Motor Vehicle including non-factory fitted sound system**

If not specified under "Cover on the go" section, cover is limited to the amount stated in the schedule.

✓ **Repatriation**

If your insured vehicle is damaged outside the Republic of South Africa but within the territorial limits, you will be responsible for the cost of returning the insured vehicle back to South Africa, unless we have agreed in writing to bear such costs.

✓ **Canopies**

Canopies fitted to LDVs are only covered if the schedule states that this is covered.

✓ **Emergency repairs and accommodation**

Emergency repairs to the vehicle is covered up to a maximum of R2500 following an insured event. You will need to provide us with a detailed invoice from the repairer before we can accept this claim.

Emergency accommodation expenses are covered for you and any passenger in the vehicle up to the policy limit per day following damages to the vehicle resulting from an insured event. This is for a maximum of two days and not exceeding the policy limit over a twelve-month period of insurance.

✓ **Trauma Counselling**

We will compensate you for expenses for trauma treatment that you incur and pay if you have suffered a hijacking or attempted hijacking of your vehicle. The trauma treatment must be given by a registered professional counsellor. It must not be possible to recover the expense from any other insurance or facility.

Our compensation is limited to the amount shown on the schedule.

✓ **Car Hire**

Car hire is optional and applies only to Private car/ minibus type vehicles or Light Delivery Vehicles insured under your policy.

- We compensate you for hiring a car following loss or damage to the vehicle in any of the following circumstances:
 - if the vehicle cannot be driven;
 - if the vehicle is being repaired;
 - if the vehicle is stolen and not recovered.

- We compensate you for:

- the actual car hire charges for an unlimited distance of travel, excluding running costs (fuel and oil);
- the cost of delivery of the hire car.

- Conditions for car hire:

- we arrange the car hire for you. We only hire cars from hire companies that we approve;
- we compensate you only if you accept the terms, conditions and exclusions of the hire company;
- the hire car must have an engine capacity of the same or less than the engine capacity for a hire car shown in the schedule.

- The period of hire starts from anyone of these dates:

- the date the vehicle could not be driven;
- the date the vehicle was handed to the motor trade for repair; or
- the date the theft of the vehicle was reported to us.

- The period of hire ends after 30 days or at the earliest of:

- the day your vehicle's repair was completed;
- the day we compensate you for total loss of your vehicle.

✓ **Excess waiver**

You can choose to pay an extra premium so that you do not have to pay the basic vehicle excess shown on the schedule. Only the basic excess on your vehicle will be waived at the time of a claim. You will still be responsible to pay for all other excesses which might apply. We have the right to refuse or restrict access to this cover. This extension is not available for Third party, fire and theft and Third party only cover.

✓ **Credit Shortfall (If stated in the schedule)**

If any total loss settlement under sub-section A is less than the amount owing to the financier under a current instalment or lease agreement, the company will pay to the insured an additional amount equal to the shortfall less:

- any arrears instalments or rentals including interest payable on such arrears;
- all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
- 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;
- the first amount payable under sub section A provided always that:
 - the amounts payable shall not exceed the maximum indemnity less the first amount payable under subsection A;
 - this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial amount payment differs by more than 10% from any other instalment;
 - if such 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 shall be void.

SPECIAL CONDITIONS

• Vehicle inspection

You may not have a valid claim in the event of us notifying you that a vehicle inspection certificate is required for cover to be in force. Your claim may not be accepted if you have not furnished a vehicle inspection report as a pre-requisite for cover; if stated in the schedule.

• No Claim Bonus

If you state as fact that you have not submitted any claims in a specified period, we use this information as a basis of our agreement when insuring your items. If your statement is false, then it is a breach of the agreement and we have the right to void your policy from inception. If we pay one or more claims during the period of insurance, the premium will be adjusted in accordance with our scale of premiums at the beginning of the next month.

• Security Requirements

If a security device is required as described in the schedule, loss of or damage to the vehicle following theft will only be covered if:

- The required security device is installed in or on the vehicle;
- The required security device is maintained in a working condition;
- The required security device is activated or engaged when the vehicle is left unattended.

If a tracking device is required, loss or damage following theft, attempted theft, hijack or attempted hijack will only be covered if:

- The required tracking device is installed in the vehicle;
- A legally valid contract is in place between you and the tracking company with all fees in terms of this contract being paid up to date at the time of the loss;
- The required tracking device is activated and fully operational at the time of any theft, attempted theft, hijack or attempted hijack;
- The theft or hijack is immediately reported to the tracking company;

You must ensure the tracking device is tested immediately at inception of cover and at least once every six months thereafter.

WE WILL NOT INDEMNIFY YOU FOR

- ✗ Mechanical, electrical or electronic breakdown, failures or breakages and any consequential loss arising from such breakdowns, failures or breakages;
- ✗ Any damage to the insured vehicle or any third-party liability where the insured vehicle is involved in an accident and it does not meet the roadworthy requirements under any South African Road Traffic Legislation;
- ✗ Any loss, damage, injury or liability arising from the insured vehicle or any third-party liability where at the time of the accident, you or the person driving the insured vehicle with your permission is in any way in infringement of the Road Traffic Act (or similar legislation that applies within the country where the vehicle is being driven). Infringements include travelling over the designated legal speed limit, and or the driver being found to be under the influence of alcohol or drugs, or when the driver's blood alcohol level is over the legal limit or fails a breathalyser test.
- ✗ Damage to tyres by the application of brakes or by punctures, cuts or bursts caused by road hazards;
- ✗ Damage to the suspension or its components due to inequalities of the road or other surface;
- ✗ Depreciation in value following from repairs to the vehicle or otherwise;
- ✗ Gradual damage caused by wear and tear, rust, mildew, corrosion and decay;
- ✗ The amount of any compensation payable by any compulsory motor vehicle insurance legislation. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
- ✗ Any damage caused directly or indirectly as a result of modifications to the engine to enhance performance;
- ✗ Consequential loss such as the loss of income;
- ✗ Loss or liability following damages to any goods, materials, possessions, movable contents, and personal effects including property attached to or in the insured vehicle; unless it is an accessory or spare part included in the sum insured and/or specified on the policy schedule;
- ✗ Death or injury to a member of your household or a person who works for you following a motor loss;

CASE STUDY 3

How does our indemnity work?

Mr Ndlovu is involved in a collision with a third party. The circumstances of this incident were that as the vehicle Mr Ndlovu was driving approached a third-party vehicle which was stationary at a red traffic light, he realised too late that he could not stop in time, and that although he braked harshly, he hit the rear of the third-party vehicle. Upon assessment of Mr Ndlovu's vehicle damages, it is established that all the tyres on the insured vehicle were smooth and found to have a tread limit of 0.5mm across the full width and circumference of each tyre. Is he covered under this policy?

Answer - tyres with less than 1mm tread, are deemed unroadworthy which is an infringement of the Road Traffic Act. Considering the circumstance of the incident, the unroadworthy tyres were material by way of increasing the chances of the loss having occurred causing a substantial prejudice to us, and as such, indemnity will not be provided.

CASE STUDY 4

How does our indemnity work?

Miss Swart is involved in an accident where she requires immediate medical attention. It is subsequently established that her blood alcohol level was over the legal limit at the time of the accident. Is she covered under this policy?

Answer - being over the legal blood alcohol limit is similarly an infringement of the Road Traffic Act and as such indemnity is not provided.

- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person without your knowledge and consent unless you have laid a criminal charge against such person within 48 hours and provided that you may not withdraw such a charge;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person for racing or competition, or driving instruction, hiring and carrying of fare paying passengers;
- ✗ Losses where the driver of the insured vehicle unlawfully leaves the scene of an accident;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who is not licensed to drive such a vehicle; or any person who is in possession of a license which is endorsed or cancelled;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who has been refused motor insurance at any time within 3 years before the date of the accident;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven other than in accordance with the Description of Use stated in the schedule;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is outside the territorial limits of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is in transit by water between ports in the territorial limits; unless specifically agreed to by us and noted accordingly on the schedule;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is in transit by rail; unless specifically agreed to by us and noted accordingly on the schedule;
- ✗ The death or injury of any person transported in or on a trailer or caravan towed by the vehicle insured, or in the open back section of a light delivery vehicle;
- ✗ The death or injury of any person who is a passenger in vehicle that does not have permanently fixed roof top or who is a passenger on a motorcycle or quad bike;
- ✗ Loss, damage or liability caused whilst the vehicle is in the custody and control of the motor trade for any purpose other than for the purpose of overhaul, upkeep or repair of the vehicle.

THIRD PARTY, FIRE AND THEFT

WE WILL INDEMNIFY YOU FOR

✓ **Accidental loss, damage or theft to the vehicle.**

Loss of or accidental damage to the vehicle by fire, explosion, lightning or attempted theft, or theft of the vehicle. The theft of individual spare parts and accessories are covered provided that these are included in the vehicle sum insured and specified on the schedule.

✓ **Liability to Third parties**

This covers legal liability arising from your use of the insured vehicle, up to a maximum of R2,500,000. This includes legal costs, interest or any other cost incurred with our written consent. Cover is in respect of death and bodily injury to any other person or accidental damage to property of other parties.

We will compensate you for legal liability to a third party arising out of your use of a vehicle not shown in the schedule; however damage to the vehicle being used by you is not covered.

This cover will only be valid if, at the time of accident/loss:

- You were driving the vehicle;
- You were not using the vehicle for business, professional or commercial use at the time of the loss/accident;
- You did not own the vehicle;
- The vehicle was not leased to you;
- The vehicle was not hired to you;
- You did not purchase the vehicle in terms of any credit agreement;
- The vehicle is not insured elsewhere.

We will compensate for legal liability to a third party arising from the use of a vehicle shown in the schedule by persons other than you, provided that no other insurance policy covers the same legal liability.

The maximum indemnity for the following items is stated on your schedule:

✓ **Towing, Storage and Protection costs**

Roadside assistance is available at an additional premium. Should you choose not to include this service on your policy or if the service is included on your policy and you do not utilise it, the maximum cost of towing, storage and protection of your vehicle will be limited to the amount stated in the schedule.

In the event of an accident, immediately contact the roadside assistance helpline to arrange towing, storage and protection of your vehicle.

Please refer to Your Policy Schedule for our Roadside Assistance contact details.

✓ **Car Hire**

Car hire is optional and applies only to Private car/ minibus type vehicles or Light Delivery Vehicles insured under your policy.

- We compensate you for hiring a car following loss or damage to the vehicle in any of the following circumstances:
 - if the vehicle cannot be driven;
 - if the vehicle is being repaired;
 - if the vehicle is stolen and not recovered.

- We compensate you for:
 - the actual car hire charges for an unlimited distance of travel, excluding running costs (fuel and oil);
 - the cost of delivery of the hire car.
- Conditions for car hire:
 - we arrange the car hire for you. We only hire cars from hire companies that we approve;
 - we compensate you only if you accept the terms, conditions and exclusions of the hire company;
 - the hire car must have an engine capacity of the same or less than the engine capacity for a hire car shown in the schedule.
- The period of hire starts from anyone of these dates:
 - the date the vehicle could not be driven;
 - the date the vehicle was handed to the motor trade for repair; or
 - the date the theft of the vehicle was reported to us.
- The period of hire ends after 30 days or at the earliest of:
 - the day your vehicle's repair was completed;
 - the day we compensate you for total loss of your vehicle.

✓ **Credit Shortfall (if stated in the schedule)**

If any total loss settlement under sub-section A is less than the amount owing to the financier under a current instalment or lease agreement, the company will pay to the insured an additional amount equal to the shortfall less:

- any arrears instalments or rentals including interest payable on such arrears;
- all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
- 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;
- the first amount payable under sub section A provided always that:
 - the amounts payable shall not exceed the maximum indemnity less the first amount payable under subsection A;
 - this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial amount payment differs by more than 10% from any other instalment;
 - if such 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 shall be void.

✓ **Repatriation**

If your insured vehicle is damaged outside the Republic of South Africa but within the territorial limits, you will be responsible for the cost of repatriation, unless we have agreed in writing to bear such costs.

SPECIAL CONDITIONS

• **Vehicle inspection**

You may not have a valid claim in the event of us notifying you that a vehicle inspection certificate is required for cover to be in force. Your claim may not be accepted if you have not furnished a vehicle inspection report as a pre-requisite for cover; if stated in the schedule.

• **No Claim Bonus**

If you state as fact that you have not submitted any claims in a specified period, we use this information as a basis of our agreement when insuring your items. If your statement is false, then it is a breach of the agreement and we have the right to void your policy

from the inception. If we pay one or more claims during the period of insurance, the premium will be adjusted in accordance with our scale of premiums at the beginning of the next month.

• **Security Requirements**

If a security device is required as described in the schedule, loss of or damage to the vehicle following theft will only be covered if:

- The required security device is installed in or on the vehicle;
- The required security device is maintained in a working condition;
- The required security device is activated or engaged when the vehicle is left unattended.

If a tracking device is required, loss or damage following theft, attempted theft, hijack or attempted hijack will only be covered if:

- The required tracking device is installed in the vehicle;
- A legally valid contract is in place between you and the tracking company with all fees in terms of this contract being paid up to date at the time of the loss;
- The required tracking device is activated and fully operational at the time of any theft, attempted theft, hijack or attempted hijack;
- The theft or hijack is immediately reported to the tracking company;

You must ensure the tracking device is tested immediately at inception of cover and at least once every six months thereafter.

WE WILL NOT INDEMNIFY YOU FOR

- ✗ Mechanical, electrical or electronic breakdown, failures or breakages and any consequential loss arising from such breakdowns, failures or breakages;
- ✗ Damage to tyres by application of brakes or by punctures, cuts or bursts caused by road hazards;
- ✗ Damage to suspension or its components due to inequalities of the road or other surface;
- ✗ Depreciation in value following from repairs to the vehicle or otherwise;
- ✗ Gradual damage caused by wear and tear, rust, mildew, corrosion and decay;
- ✗ Where the vehicle is involved in an accident and it does not meet the roadworthy requirements under any South African Road Traffic Legislation; The amount of any compensation payable by any compulsory motor vehicle insurance legislation. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
- ✗ Any damage caused directly or indirectly as a result of modifications to the engine to enhance performance;
- ✗ Consequential loss such as loss of income;
- ✗ Loss or liability following damages to any goods, materials, possessions, movable contents, and personal effects including property attached to or in the insured vehicle; unless it is an accessory or spare part included in the sum insured and/or specified on the policy schedule;
- ✗ Any loss, damage, injury or liability arising from the insured vehicle or any third-party liability where at the time of the accident, you or the person driving the insured vehicle with your permission is in any way in infringement of the Road Traffic Act (or similar legislation that applies within the country where the vehicle is being driven). Infringements include travelling over the designated legal speed limit, and or the driver being found to be under the influence of alcohol or drugs, or when the driver's blood alcohol level is over the legal limit or fails a breathalyser test;
- ✗ Death or injury to a member of your household or a person who works for you following a motor loss;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person without your knowledge and consent unless you have laid a criminal charge against such person within 48 hours and provided that you may not withdraw such a charge;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person for racing or competition, or driving instruction, hiring and carrying of fare paying passengers;
- ✗ Losses where the driver of the insured vehicle unlawfully leaves the scene of an accident;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person with your permission who is not licensed to drive such a vehicle; or any person who is in possession of a license which is endorsed or cancelled;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who has been refused motor insurance at any time within 3 years before the date of the accident;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven other than in accordance with the Description of Use stated in the schedule;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is outside the territorial limits of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is in transit by water between ports in the territorial limits; unless specifically agreed to by us and noted accordingly on the schedule;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is in transit by rail; unless specifically agreed to by us and noted accordingly on the schedule;
- ✗ The death or injury of any person transported in or on a trailer or caravan towed by the vehicle insured, or in the open back section of a light delivery vehicle;
- ✗ The death or injury of any person who is a passenger in vehicle that does not have permanently fixed roof top or who is a passenger on a motorcycle or quad bike;
- ✗ Loss, damage or liability caused whilst the vehicle is in the custody and control of the motor trade for any purpose other than for the purpose of overhaul, upkeep or repair of the vehicle.

THIRD PARTY ONLY

WE WILL INDEMNIFY YOU FOR

✓ Accidental damage to third party property

✓ Liability to Third parties

This covers legal liability arising from your use of the insured vehicle, up to a maximum of R 2,500,000. This includes legal cost, interest or any other cost incurred with our written consent. Cover is in respect of death and bodily injury to any other person or accidental damage to property of other parties.

WE WILL NOT INDEMNIFY YOU FOR

- ✗ Accidental loss, damage or theft to the vehicle;
- ✗ Mechanical, electrical or electronic breakdown, failures or breakages and any consequential loss arising from such breakdowns, failures or breakages;
- ✗ Where the vehicle does not meet the roadworthy requirements under any South African Road Traffic Legislation;
- ✗ The amount of any compensation payable by any compulsory motor vehicle insurance legislation. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
- ✗ Any damage caused directly or indirectly as a result of modifications to the engine to enhance performance;
- ✗ Consequential loss such as the loss of income;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who is deemed to be under the influence of alcohol or drugs;
- ✗ Death or injury to a member of your household or a person who works for you following a motor loss;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person without your knowledge and consent unless you have laid a criminal charge against such person within 48 hours and provided that you may not withdraw such a charge;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person for racing or competition, or driving instruction, hiring and carrying of fare paying passengers;
- ✗ Losses where the driver of the insured vehicle unlawfully leaves the scene of an accident;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven with your permission by any person who is not licensed to drive such a vehicle; or any person who is in possession of a license which is endorsed or cancelled;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who has been refused motor insurance at any time within 3 years before the date of the accident;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven other than in accordance with the Description of Use stated in the schedule;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is outside the territorial limits of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe;
- ✗ Liability caused, sustained or incurred while the vehicle is in transit by water between ports in the territorial limits; unless specifically agreed to by us and noted accordingly on the schedule;
- ✗ Liability caused, sustained or incurred while the vehicle is in transit by rail; unless specifically agreed to by us and noted accordingly on the schedule;
- ✗ Liability caused whilst the vehicle is in the custody and control of the motor trade for any purpose other than for the purpose of overhaul, upkeep or repair of the vehicle.
- ✗ Loss or liability following damages to any goods, materials, possessions, movable contents, and personal effects including property attached to or in the insured vehicle; unless it is an accessory or spare part included in the sum insured and/or specified on the policy schedule;
- ✗ Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who is deemed to be under the influence of alcohol or drugs;
- ✗ Death or injury to a member of your household or a person who works for you following a motor loss;
- ✗ The death or injury of any person transported in or on a trailer or caravan towed by the vehicle insured, or in the open back section of a light delivery vehicle;
- ✗ The death or injury of any person who is a passenger in vehicle that does not have permanently fixed roof top or who is a passenger on a motorcycle or quad bike;
- ✗ Loss, damage or liability caused whilst the vehicle is in the custody and control of the motor trade for any purpose other than for the purpose of overhaul, upkeep or repair of the vehicle;
- ✗ Any loss, damage, or liability where at the time of the accident, you or the person driving the insured vehicle with your permission is in any way in infringement of the Road Traffic Act (or similar legislation that applies within the country where the vehicle is being driven). Infringements include travelling over the designated legal speed limit, and or the driver being found to be under the influence of alcohol or drugs, or when the driver's blood alcohol level is over the legal limit or fails a breathalyser test.

PERSONAL ACCIDENT

Under this section you may claim for accidental injury or death.

It is important that you understand the following definitions applicable to your cover under this section:

Insured/You: The insured person/s named in the policy schedule.

TERMS OF COMPENSATION

We will pay compensation if the insured:

- Sustains any bodily injury directly as a result of an external and violent accident; AND
- If the insured dies or become disabled as a result of such accident.

WE WILL INDEMNIFY YOU FOR

✓ An accident which results in

- Death
The amount stated in the policy Schedule;
- Permanent disablement
The percentage of the amount stated in the Policy Schedule as set out in the Table of Permanent Disablement;
- Temporary Total Disablement
The amount stated in the Policy Schedule for a maximum period of 104 (one hundred and four) weeks for disablement preventing the Insured from engaging in or giving attention to his/her normal business, from the date of the accident;
- Reasonable medical and other expenses incurred up to the limit stated in the Policy Schedule.

WE WILL NOT INDEMNIFY YOU FOR:

✗ Intentional self – injury;

✗ Bodily injury to persons younger than 15 years or older than 70 years;

✗ Bodily injury, death, disablement or disappearance resulting from:

- Sport, or while the insured participates in:
 - Mountaineering where the use of ropes or guides is necessary;
 - Big-game hunting;
 - Football for or against professional clubs, polo, steeple chasing, rugby, any form of snow or ice sports, wrestling, boxing, scuba diving, water skiing, martial arts, parachuting, bungee jumping, skydiving, bridge jumping, hand gliding, or paragliding;
 - Speed or endurance tests or any racing or races.
- Car Racing
 - While the Insured participates in any form of car racing.
- Air Travel
While the Insured travels in an aircraft:
 - which is not licensed to transport passengers;
 - piloted by a person not licensed for the purposes for which it is used;
 - as a member or a temporary member of the crew for either trade or technical activities related to the aircraft.
- caused solely by an existing physical defect or other infirmity of such person
- as a result of the influence of alcohol, drugs or narcotics upon such person unless administered

by a member of the medical profession or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself)

- as a result of your participation in any riot or civil commotion
- in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof
- any loss or damage as a result of abduction, kidnapping or attempted kidnapping

SPECIAL CONDITIONS

- On the happening of any occurrence resulting in injury for which compensation is payable, the Insured must employ the services of a registered medical practitioner and undergo any treatment the practitioner deems necessary.
- In case of the death of the insured, the insurer has the right to do a post-mortem examination at the insurer's cost.
- Death and disablement, as well as medical and other expenses, are only covered if it happens or is incurred within a period of 12 (twelve) months of the date of the accident.
- Compensation paid for permanent disablement will be deducted from compensation payable for death if arising from the same accident.
- Payment under the temporary total disablement benefit will cease as soon as the insured has reasonably recovered from the injury causing the temporary disablement, notwithstanding the fact that the condition of permanent disablement continues to exist.
- Total and permanent loss includes the total and permanent loss of use as stated on the Permanent Disability table in the schedule.

EXTENSIONS OF COVER

• Territorial Limits

Cover under this Section is worldwide.

• Disappearance

If in the event of the insured's disappearance, and it can be proved that there are reasonable grounds to accept that the insured died as a result of an accident which was covered, we will pay the benefit, provided that the person to whom the payment is made, consent to reimburse the payment if the opposite seems to be true at a later stage.

• Exposure

We will pay the benefit if the insured is in an accident, or the vehicle wherein or on which the insured travels, is involved in an accident resulting in the death or disablement of the insured as a result of starvation, thirst or exposure to the elements.

• Funeral Benefit

In the event of an accident giving rise to a valid claim for compensation in respect of death, we will pay an additional amount of R1 000 (one thousand Rand) per insured person as a contribution to funeral expenses.

PERSONAL LEGAL LIABILITY

It is important that you understand the following definitions applicable to your cover under this section:

You: means the Insured Person (Persons) named in the Policy Schedule including members of your family normally residing with the you.

WE WILL PAY YOU

- ✓ If you become legally liable to pay compensation for accidental death, physical injury or illness, or accidental loss or damage to property during the Period of Insurance, excluding any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) unless:
 - such liability is payable in terms of any other Insurance cover.
- ✓ Up to an amount specified in the Schedule for any non-recurrent accident or series of accidents resulting from any one event including costs and expenses:
 - recoverable by any claimant from you; and / or
 - incurred by you with the written consent of the insurer, which consent shall not be withheld unreasonably.
- ✓ If you become legally liable as tenant and not as owner for:
 - damage to the building of a dwelling and its domestic outbuildings (including movable and immovable property) caused by an Insured event specified in the Household goods section;
 - accidental damage to fixed sanitary ware or fixed glass;
 - accidental damage to water, gas, sewerage, electricity or telephone connections to the dwellings or outbuildings.

We will pay you up to the amount of R1 000 000 (one million Rand) for any one accident or series of accidents arising out of any one event.

EXTENSIONS OF COVER

- **Security Companies**
 - We will pay you in respect of your legal liability arising from the ownership, possession or use of any electrical fence;
 - We will pay you against any legal liability arising from an indemnity agreement or similar agreement with any person that is a member of SAIDSA (South African Intruder Detection Services Association) and with whom the Insured has a contract for the delivery of security services (hereafter referred to as the Agreement) provided that:
 - both the Agreement and the service contract have been entered into in writing at a date prior to the event resulting in a claim made against you on account of the Agreement;
 - the event or events resulting in a claim against the Insured in terms of the Agreement, occurred in the immediate vicinity of the buildings situated at the risk address stated in the Policy Schedule;
 - accidental death of or bodily injury to any person who is not a member of your family normally resident with you at the address indicated in the Policy Schedule or your domestic staff;

- accidental damage to property not belonging to or in the charge or under your control or in the charge of or under the control of a member of your family normally resident with you at the address stated in the Policy Schedule, or of your domestic staff;
- in consequence of legal liability for the arrest or frisking of any person up to an amount of R10 000 as a result of one claim or a series of claims which arise from a single event;
- We will pay you up to the amount of R1 000 000 (one million Rand) for any one accident or series of accidents arising out of one event if we agree in writing.

- **Hole in One or Full House**

If you or any co-insured scores a hole-in-one or a full house in a game of golf or bowls, which is affiliated to a provincial union, we will pay an amount of R1 000 (one thousand Rand). The hole-in-one or full house must be achieved within the recognized rules of the game concerned and must be certified by the secretary of the club.

WE WILL NOT COMPENSATE YOU FOR:

- ✗ compensation payable to you or any member of your family normally resident with you at the address stated in the Policy Schedule, or of your domestic staff;
- ✗ loss of or damage to property belonging to you or any domestic staff, or under your control or custody;
- ✗ liability directly or indirectly:
 - arising out of and in the course of your service as employee, occupation, business or profession, including but not necessarily limited to the sale of any goods or the rendering of any services for a fee, reward or any other consideration;
 - arising from the ownership of land or buildings (other than buildings insured under the House Owner Section and land upon which buildings are situated, provided the land is used for residential purposes);
 - arising from the occupation of land or buildings other than the Insured's dwelling;
 - arising from the use of any vehicle, caravan, trailer, aircraft or watercraft, other than model aircraft, surfboards or paddle skis, belonging to you or in your custody or your domestic staff;
- ✗ liability assumed by you by agreement, unless you will be liable notwithstanding such agreement;
- ✗ liability arising from the letting or hiring out of any movable or immovable property or part thereof for a fee, reward or any other consideration;
- ✗ the first R5 000 of any claim in respect of property hired, leased or borrowed by you;
- ✗ any liability and costs thereof arising from the reckless disregard of the possible consequences of your acts or omissions;
- ✗ liability arising from one Insured to another member of the same household;
- ✗ liability to any former Insured in respect of any occurrence during any period when such former Insured was an Insured;

- ✗ liability arising out of loss of or damage to property to the extent that such liability is not indemnifiable under any other insurance policy;
- ✗ liability arising out of the ownership or use of any aircraft;
- ✗ liability which is the subject of any statutory or similar legislation controlling the use of motor vehicles or trailers and in respect of which liability:
 - you are compelled to effect insurance or to furnish security; or
 - The state or other governmental body or authority has accepted responsibility;
- ✗ liability arising from any person mounting or dismounting a motorcycle;
- ✗ the loss of or damage to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in your care, custody or control;
- ✗ liability arising out of any dishonest, fraudulent or malicious acts or acts of physical assault or seduction committed by you;
- ✗ payment of any fire, penalty, multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses, or performance warranties, except to the extent that it can be proved that liability would have existed anyway in the absence of such clauses or warranties;
- ✗ any debt;
- ✗ the failure to pay maintenance or alimony or any amounts following a breach of promise;
- ✗ liability arising out of the purchase, sale, barter or exchange of any property movable or immovable, or your failure to comply with any obligations in relation thereto;
- ✗ the first R2 000 of any claim arising from the suspension or termination of the term of service of any domestic servant;
- ✗ Economic Sanctions. We will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any Sanctions Law or Regulation;
- ✗ Silica Exclusion. We will not pay for any claim for any legal liability directly or indirectly caused by, arising out of, resulting from or in consequence of, in any way involving or contributed to or by the hazardous nature of asbestos or silica in whatever form or quantity;
- ✗ any legal liability, loss or damage to, cost or expense of whatsoever nature directly or indirectly arising from the use of drones or RPAS (remote pilot aircraft system).

SPECIAL CONDITIONS

- This section is subject to the laws of the Republic of South Africa and the courts of this country shall have exclusive jurisdiction in any dispute that may arise between the you and us.
- In respect of any claim not covered at least in part by an Underlying Insurance, we may take over and manage such claim in your name for our benefit. We will act at our option in the conduct of any proceedings as well as in the settlement of any claim. You are liable to give all necessary information and assistance as may be required by us.
- All payments under this Section must be made in the Republic of South Africa and in the currency of this country.
- The proper compliance with and satisfaction of all the conditions of this Section (which requires that anything done by you or that you must satisfy specific conditions) is a suspensive condition for the liability accepted by us concerning any occurrence for which you can make a claim in terms of this Policy.
- We may in the case of any occurrence pay you the maximum Indemnity Limit (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and we shall thereafter be under no further liability in respect of such occurrence.
- No admission, statement, offer, promise or payment may be made by you concerning a claim in terms of this Policy without our written consent.

WATERCRAFT

Under this section you may claim for loss or damage to your waterborne vessels including motors, equipment, fittings and accessories.

What you pay when you have a claim:

Every time something happens, for which you claim, you must pay the basic excess and any additional excesses as stated in the schedule.

It is important that you understand the following definitions applicable to your cover relating to your vessel

<i>Vessel:</i>	The watercraft including the hull, superstructure, fittings, machinery, engines, motors, boat gear and equipment such as would normally be sold as one unit (excluding its trailer) as specified in the Schedule, limited to a maximum of 8 metres in length, and where applicable, in the event the hull is powered by more than one engine the capacity shall be limited to 250 horsepower per engine but not exceeding 300 horsepower in total (unless otherwise agreed to in writing by the company). The maximum engine/s capacity on rubber ducks must not exceed 100 horsepower in total.
<i>Insured Property:</i>	The Vessel as shown in the Schedule of Insurance belonging to You. Please note that items like ski's, body boards, kneeboards, wake boards, fishing gear, life jackets, navigational charts and first aid kits must be Specified under the "Cover on the Go" section of this Policy.
<i>Sum Insured:</i>	The amount shown in the Schedule. The amount for which you insure your Vessel must include the value of the hull, motors, machinery, fixtures & fittings. There will be no cover for accessories or the watercraft's trailer unless specified by you in the Schedule. At time of a claim, if you are under insured we will only pay our rateable portion of the claim.
<i>Market Value:</i>	The average of the recommended Retail Value and Trade Value of the Vessel, (including its accessories and spare parts) as specified by you in the Schedule, at the Date of Loss, as determined by a recognised catalogue.
<i>Use:</i>	The Vessel may only be used for Private Use.
<i>Private Use:</i>	Use of the Vessel for social, domestic and pleasure purposes

• Maximum Indemnity

The Market Value of the Vessel at the time of the loss or the sum insured whichever is the lesser.

The sum insured stated in the Schedule of Insurance constitute the basis for a total loss settlement.

If the sum insured of the Vessel is less than the Market Value at the time of the loss or damage you will be your own insurer for the difference and will bear the rateable proportion of the loss.

WE WILL INDEMNIFY YOU FOR

- ✓ accident;
- ✓ fire;
- ✓ malicious acts excluding such acts committed by you;
- ✓ outboard motor(s) dropping off or falling overboard provided it is securely locked onto the vessel by a device in addition to its normal method of attachment;
- ✓ theft of the entire Vessel;
- ✓ theft of outboard motor(s) provided it is securely locked onto the Vessel or the boat(s) by an anti-theft device;
- ✓ theft of machinery including outboard motor(s), if stolen with the Vessel or following forcible and violent entry into the Vessel or place of storage shall not exceed the maximum indemnity payable or R100,000 whichever is the lesser at the time of the loss.

The maximum indemnity for the following items is stated on your schedule:

✓ Emergency and salvage expenses

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

✓ Transit risks

Any loss or damage to the vessel, following transit by land (including loading and unloading) excluding scratching and denting. This section excludes any third party liability except for claims made by third parties for death, injury or damage arising from loading and unloading operations.

We will not be liable whilst the Vessel is:

- being conveyed by a person who has no valid driver's licence unless the person concerned is charged with theft or illegal use of the vehicle used for conveying the trailer;
- being used by you or any other person who fails a breathalyzer test or where the alcohol concentration of yourself or such person exceeds the legal limit or where you or such person is under the influence of intoxicating liquor or drugs with a narcotic effect.

WE WILL NOT INDEMNIFY YOU FOR

✗ Loss or damage

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

- resulting from want of due diligence and / or precaution on Your part;
- due to corrosion;
- due to mechanical or electrical breakdown of machinery, engines, motors, electrical systems, wiring, batteries, and their connections (other than the shaft and propeller) unless caused by:
 - accidental incursion of water into the hull;
 - the Vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance including ice other than water;
 - accidents occurring whilst the machinery, engines, batteries and their connections are being removed from or placed in the Vessel or from or into a place of storage;
 - malicious acts;
 - fire or accidental damage whilst in storage;
- to sails or protective coverings split by the wind or blown away whilst set, unless in consequence of damage to spars to which the sails are bent or occasioned by the vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance including ice other than water;
- to masts, spars, sails, standing or running rigging whilst the Vessel is racing unless such loss or damage is caused by the Vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (including ice) other than water;
- in respect of any part condemned solely because of a fault in design or construction;
- due to any defect resulting from either negligence or breach of contract in respect of any repair or alteration work;
- to personal effects, consumable stores, fishing gear, life jackets, navigational charts and first aid kits;
- due to theft, of inflatable Vessel when deflated, unless following forcible and violent entry into the place of storage. A vehicle is not considered a place of storage within the terms of this Policy;
- by fire or explosion to a Vessel fitted with inboard machinery unless the Vessel is equipped in the engine room or engine space, tank space and 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 efficient and working order;
- caused by the intake of foreign matter into the cooling system of the machinery, engines or motor;
- to recreational equipment including but not limited to: ski's, body boards, kneeboards and wake boards;
- arising whilst the Vessel is in the custody or control of any person, who is not a licensed operator in terms of the Merchant Shipping National Small Vessels Safety Regulations.

x Liability to Third Parties

We will indemnify you or any person using the Vessel with your permission or any water skier being towed by the Vessel against all sums, including claimant's costs and expenses, which you shall become legally liable to pay in respect of:

- death of or bodily injury to any person other than you or other than as specified in the Specific Exclusion directly below loss of or damage to property not belonging to You or the permitted user;

- attempted or actual raising, removal or destruction of the wreck of the Vessel or any neglect or failure to raise, remove or destroy the wreck;
- expenses incurred by you with our prior written consent in connection with official enquiries and coroners inquests;
- legal costs incurred with our prior written consent in defending any action or contesting liability whether or not such action proceeds in the criminal or civil court. Our liability in respect of this section is limited to the amount stated in the schedule in respect of any one claim or series of claims arising from one insured event.

x Specific exclusions applicable to liability to third parties

We will not Indemnify You or the permitted user or water skier against claims resulting directly or indirectly from legal liability for:

- death or bodily injury in respect of any person employed in any capacity by You or similarly employed by any person using the Vessel with Your permission or similarly employed by any water skier;
- accidents arising from any person engaged in kiting or other airborne sport whilst being towed by the Vessel or preparing to be towed or until safely back on board the Vessel;
- accidents arising while the Vessel is in transit by mechanically propelled road vehicle, rail, ship or aircraft;
- death of or bodily injury in respect of fare paying passengers and loss of or damage to their property;
- damages or penalties arising under contract;
- fines or penalties imposed under any statutory code or common law in respect of any offence committed;
- death or bodily injury to any person operating or employed by the operator of a shipyard, repair yard, slip way, yacht club, marina, sales agency or similar organization.

SPECIAL CONDITIONS

• Care of the Vessel

- You will take all reasonable steps to protect and maintain the Vessel in a proper state of repair and seaworthiness.
- If any motor is immersed in water, you must immediately flush it out and take all reasonable steps to minimise loss or damage.
- You or another competent person(s) must be on board the Vessel when the Vessel is underway.
- The Vessel must be conveyed on a properly constructed and designed trailer whilst in transit, which trailer should be insured under the Motor Section.
- The Vessel must be fitted with two motors in workable and readily usable condition when the Vessel is being launched through surf.
- Left afloat clause:
 - No cover is provided by this section 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 whilst left moored or anchored unattended off an exposed beach or shore.
 - Replacement of gear and equipment. Deductions on account of new material replacing old may be made at our discretion in respect of loss or damage to:
 - sails, spars, masts, protective covers, standing or running rigging and batteries;

- outboard or inboard motors.
 - No settlement shall exceed the Maximum Indemnity
- Surveys
 - When the Vessel is over 10 (ten) years old, we may request a copy of an up-to-date independent, accredited survey report, the costs of which, will be for your account.
 - Collision – submerged object
Loss or damage to the vessel's rudder, propeller, strut, shaft, machinery, engines, motors, batteries and their connections caused by collision with a submerged object, will be subject to a minimum excess as stated in the schedule.
- **Countries where you are insured**
We do not compensate you for loss, damage, or Liability that arises outside the borders of South Africa, Botswana, Lesotho, Mozambique, Namibia, Swaziland, Malawi and Zimbabwe unless it is within 20 kilometers of the coast of South Africa, Namibia and Mozambique.