

BROLINK

PERSONAL POLICY

UNDERWRITTEN BY
SANTAM LIMITED



Personal Insurance Policy

Introduction

This policy has been designed to meet your specific insurance requirements.

Please read both the policy and the schedule carefully and check that the schedule is correct.

If there is anything which is not clear or you require further information please contact your broker.

As your premiums are deducted automatically each month from your bank account, it is important that you inform your broker of any changes relating to the account. Failure to do so may result in the policy being lapsed due to non-payment of the premium.

Signed for and on behalf of the Insurer

Personal Insurance Policy

The insurer, Santam Limited (referred to as we/us/ours) agrees to provide insurance in terms of this policy during any period of insurance for which we accept a premium conditional upon the prior payment of the premium by the Insured (referred to as I/you/your/yours/yourself) and the receipt thereof by or on behalf of us. The proposal and declaration made by you are the basis of and form part of this policy.

General Conditions

1. Interpretation

The policy and the schedules shall read as one document. If any word or expression has been given a specific meaning it shall have the same meaning wherever it appears. Where the policy refers to the male gender, the wording will be regarded as applicable equally to the female gender.

2. Construction

Unless otherwise stated in the schedule, the dwelling described at Section 1. – Houseowners and Section 2. – Householders is of standard construction which means walls of brick, stone or concrete and roof of slate, tile, concrete, asbestos or metal.

3. Observance of Policy Terms

Failure on the part of any person claiming indemnity or benefit under this policy to observe the policy terms, conditions or warranties will relieve us of any liability.

4. Rights of Others

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

5. Prevention of Loss

You must take all reasonable precautions to prevent loss, damage and accidents and may effect emergency repairs to your property to prevent further damage.

6. Fraudulent or Wilful Acts

If a claim made under this policy

6.1 is in any respect fraudulent or if fraudulent means are used by you, or on your behalf, to obtain any benefit under the policy

6.2 has been inflated or information provided in connection with the claim is not true

we will be relieved of all liability in respect of the whole claim.

Notwithstanding condition 13 – Amendments and Cancellation below, if a claim is rejected in terms of this condition we may cancel the policy from the date notice of the rejection of the claim is given (or a later date) by giving notice in writing to your last known address and a proportionate refund of premium for the unexpired period of insurance.

7. Claims Procedure and Requirements

7.1 As soon as reasonably possible and in all cases within 30 days of an event which may give rise to a claim coming to your knowledge you must notify us and provide us with

7.1.1 written details of the event

7.1.2 particulars of other insurance covering the same event

7.1.3 any proofs, information and sworn declarations we may require from time to time

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

7.2 No admission, statement, offer, promise, payment or indemnity may be made by you without our written consent.

7.3 We may take over and conduct the defence or settlement of any claim and have the right to use your name for this purpose.

7.4 You must give all the information and assistance we may require to

7.4.1 to recover from other parties

7.4.2 facilitate the identification and physical recovery of located lost or stolen property.

If you fail to comply with this condition you will immediately become liable to repay us all amounts paid in respect of the claim.

7.5 You must notify us immediately you become aware of any impending prosecution or inquest in respect of any event which may give rise to a claim.

7.6 If we reject any claim made under this policy you have 90 days from the rejection date in which to appeal in writing. After the expiry of this 90 day period you have a further 90 days in which to serve summons on us, failing which we will be relieved of all liability.

8. Total Loss Claims

If a claim for

8.1 property insured under Section 1. – Houseowners, Section 2. – Householders and Section 3. – All Risks

8.2 a vehicle insured under Section 6. – Motor, Section 7. – Motor Cycles and Section 8. – Caravans and Trailers

8.3 a vessel insured under Section 9. – Small craft

is settled as a total loss, the section, item, vehicle or vessel will be deleted from the date of loss without a refund of premium for the unexpired period of insurance.

9. Other Insurance

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

10. Reinstatement of Sum Insured

The sum insured will not be reduced by the amount of any claim. We may request you to pay the premium on the amount of the claim from the date of the loss or damage to the expiry of the period of insurance. This applies separately to Section 1. – Houseowners, Section 2. – Householders and Section 3. – All Risks.

11. Automatic Increase of Sums Insured

The sums insured under Section 1. – Houseowners and Section 2. – Householders will be increased automatically on the anniversary date of this policy by a percentage commensurate with price indices. This does not relieve you of responsibility to maintain adequate sums insured.

12. Payment of Premiums

12.1 On a monthly policy if the premium is paid by debit order this will be presented on the first working day of each month and the policy will automatically be renewed for the same month. If the debit order is dishonoured by your bank

12.1.1 as a result of your instruction to the bank to stop payment of the debit order, the policy will lapse from the last day of the month for which premium was received

12.1.2 for any other reason, the following month a debit will be submitted to the bank for two months premium. If this debit is returned unpaid, the policy will lapse from the last day of the month for which premium was received.

12.2 On an annual policy the premium is payable on or before the inception or renewal date (15 days grace will be allowed), failing which the policy will lapse from the day preceding the inception or renewal date.

13. Amendments and Cancellation

This policy or any section of it may be cancelled or amended

13.1 by you by giving notice in writing

13.2 by us by giving 30 days notice in writing to your last known address but no notice from us is required if the policy lapses due to non-payment of the premium (*see point 12 above*)

and a proportionate refund of premium made for the unexpired period of insurance.

14. Annulment of the Policy

This policy or any part of it may be declared null and void by us if any details which affect the risk are not disclosed, or are misrepresented or misdescribed by you or on your behalf, or if we are not informed of an alteration in the risk.

15. Information Sharing

- 15.1 You acknowledge that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims with a view to limiting premiums.
- 15.2 On my own behalf and on behalf of any person I represent herein, I hereby waive my right to privacy with regard to any underwriting and claims information in respect of any insurance policy or claim made or lodged by me, or on my behalf.
- 15.3 I consent to such information being stored in the shared database and used as set out above.
- 15.4 I also consent to such information being disclosed to any insurer or its agent.
- 15.5 I further consent to any underwriting information being verified against legally recognised sources or databases.

16. Jurisdiction

This policy is subject to the jurisdiction of the courts of the Republic of South Africa and we will not be liable for any legal costs and expenses not incurred in the Republic of South Africa.

Exclusions Applicable to the Whole Policy

1. General

We will not be liable for

- 1.1 in addition to any other first amount payable stated in the schedule, the first 10%, minimum R1 500, of loss or damage caused by
 - 1.1.1 the deliberate or wilful or wanton act of any person
 - 1.1.2 theft or attempted theft occurring during the first 45 days of insurance and for which indemnity is provided by Section 1. – Houseowners, Section 2. – Householders and Section 3. – All Risks. This exclusion will not apply if this policy is issued in substitution for a similar policy provided there has been continuous cover.
- 1.2 loss, damage, bodily injury or illness deliberately caused by you or any person acting in collusion with you
- 1.3 the special value which any article may have as part of a set
- 1.4 consequential loss or damage except as specifically provided for in the policy.

2. War, Riot and Terrorism

- 2.1 This policy does not cover loss of or damage to property related to or caused by:
 - 2.1.1 civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
 - 2.1.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - 2.1.3 mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege; insurrection, rebellion or revolution;
 - 2.1.4 any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence
 - 2.1.5 any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;

- 2.1.6 any attempt to perform any act referred to in clause 2.1.4 or 2.1.5 above;
- 2.1.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5 or 2.1.6 above.

If we allege that, by reason of clause 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6 or 2.1.7 of this exception, loss or damage is not covered by this policy, the burden of proving the contrary will rest on you.

- 2.2 This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.
- 2.3 Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General exclusion 2.3 an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If we allege that, by reason of clause 2.3 of this exclusion, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on you.

3. Nuclear

Except as regards the Personal Accident section, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 3.1 ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel
- 3.2 nuclear material, nuclear fission or fusion, nuclear radiation
- 3.3 nuclear explosives or any nuclear weapon
- 3.4 nuclear waste in whatever form

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

4. Computer Losses

General Exclusion (Applicable to personal computers, laptop computers and the contents of deep freezers and the freezing compartments of fridges)

This policy does not cover

- 4.1 loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- 4.2 any legal liability of whatsoever nature;
- 4.3 any consequential loss;

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

- 4.4 to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or

- 4.5 to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such data, or
- 4.6 to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
- 4.7 to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

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

5. Special Extension to Exclusion 4 above

- 5.1 Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by any of the included special perils referred to below is not excluded.

The only special perils that are included for the purpose of this special extension are damage caused by

- 5.1.1 storm, wind, water, hail or snow;
- 5.1.2 aircraft and other aerial devices or articles dropped therefrom;
- 5.1.3 impact by aerials, satellite dishes or vehicles excluding damage to such aerials, satellite dishes or vehicles or property in or on such vehicles.

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

- 5.2 This Special extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this General exclusion and Special extension thereto.

Section 1. – Houseowners

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and spouse
- 1.2 dwelling means the private residence its domestic outbuildings and garages belonging to you and situated at the address stated in the schedule including landlord's fixtures and fittings, swimming pools including fixed filtration plant (not automatic pool cleaners), tennis courts, sauna and spa rooms and baths, borehole equipment, gates, walls, fences (excluding hedges) and driveways paths and patios constructed of brick, concrete, pavers, asphalt or stone (not gravel)
- 1.3 sum insured means the amount stated in the schedule for the Houseowners section.

2. Insured Events

The Insured events are

- 2.1 Fire, lightning, explosion.
- 2.2 Storm or flood excluding destruction or damage
 - 2.2.1 to gates and fences
 - 2.2.2 caused by movement of the land supporting the dwelling even if such movement is caused by storm or flood. This exclusion will not apply to the removal of land supporting the dwelling by flowing surface water.
- 2.3 Earthquake including destruction or damage arising directly or indirectly from mining.
- 2.4 Bursting, leaking or overflowing of water apparatus or fixed oil-fired heating apparatus.
- 2.5 Theft or attempted theft provided that if the dwelling is vacant there is forcible and violent entry or exit.
- 2.6 Impact.
- 2.7 Breakage or collapse of radio or television aerials or masts or satellite dishes.
- 2.8 Deliberate or wilful or wanton acts excluding destruction or damage caused by or arising from theft or attempted theft.

3. Basis of Settlement

If the dwelling is destroyed or damaged by an insured event

- 3.1 we will by payment or at our choice by reinstatement or repair indemnify you. Provided that if at the time of the destruction or damage the value of the dwelling including the Cost of Demolition, Professional Fees and Public Authorities Requirements (*see 8 below*) amount to more than the sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss
or
- 3.2 you may choose within six months of the date of destruction to reinstate the dwelling on the same site (or on another site and in the way you want subject to our liability not being increased) as nearly as possible to its condition when new provided
 - 3.2.1 the reinstatement must be started and finished in reasonable time otherwise we will settle in terms of 3.1
 - 3.2.2 we will not be liable for the cost exceeding the cost which would have been payable in terms of 3.1 until the cost has been incurred by you
 - 3.2.3 the amount payable for fitted carpets and geysers will be the current replacement cost less an allowance for depreciation
 - 3.2.4 if at the time of reinstatement the cost including the Cost of Demolition, Professional Fees and Public Authorities Requirements (*see 8 below*) which would have been incurred in reinstating the dwelling had it had been totally destroyed exceeds the sum insured on the dwelling at the time of destruction or damage you will be your own insurer for the difference and will bear a rateable proportion of reinstatement.

4. Rent

If the dwelling becomes uninhabitable as a result of destruction or damage caused by an insured event we will for the period necessary for reinstatement

4.1 if you occupy the dwelling pay you an amount based on the rental value of the unfurnished dwelling

4.2 indemnify you for the loss of rent receivable (the amount payable will be based on the rent of the unfurnished dwelling)

up to 20% of the sum insured on the dwelling.

5. Breakage of Glass and Sanitaryware

In the event of accidental breakage in the dwelling (except when it is vacant) of

5.1 fixed glass

5.2 fixed sanitaryware excluding chipping, scratching or disfiguration

we will pay for or may choose to repair or replace the item.

6. Water-Pumping Machinery

If fixed filtration plant or water-pumping machinery (not automatic pool cleaners) in domestic use are accidentally destroyed or damaged (not wear and tear) we will pay for or choose to repair or replace it. We will not pay more than 1% of the sum insured.

7. Public Supply Connections

In the event of accidental destruction or damage to water, sewerage, gas, electricity or telephone connections belonging to you or for which you are responsible between the dwelling and the public supply we will pay for or may choose to repair the damage.

8. Cost of Demolition, Professional Fees and Public Authorities Requirements

We will pay costs necessarily incurred with our written consent

8.1 in demolishing the dwelling, removing debris from the site and erecting hoardings required for building operations

8.2 for architects' quantity surveyors' and consulting engineers' fees

8.3 for municipal authorities' scrutiny fees

8.4 for repairing or rebuilding in accordance with the requirements of public authorities

following destruction or damage to the dwelling by an insured event.

9. Fire Brigade Charges

If authorities charge you with the cost of fire extinguishing following fire damage to the dwelling we will indemnify you.

10. Liability to the Public

If we have agreed to provide insurance by this section it is extended to include the insurance provided by Section 4. – Personal Liability in so far as it applies to the liability of property owners.

11. Mortgagee

The interest of a mortgagee of which we are aware

11.1 ranks prior to that of you

11.2 is limited to the amount owing to the mortgagee by you

11.3 will not be invalidated by any act or omission by you if such act or omission occurs without the mortgagee's knowledge.

12. Tenants

This insurance will not be invalidated by any act or omission of a tenant of yours provided that you notify us as soon as such act or omission comes to your knowledge.

13. Special Exclusions

We will not be liable for

- 13.1 the first amount payable stated in the schedule of any claim (or in the policy wording if more specific and greater). This exclusion will not apply if 13.2 or 13.3 below apply
- 13.2 the first R1500 of every claim arising from a deliberate or wilful or wanton act (including theft) if at the time of such act the dwelling has been vacant for more than 30 consecutive days. This exclusion will not apply if General Exclusion 1.1.1 applies (*see page 4*).
- 13.3 the first portion of each claim calculated at 1% of the sum insured or R500 whichever is the greater arising directly or indirectly from mining. If we allege that the destruction or damage arises from mining the burden of proving the contrary will rest on you.

14. Building Operations

While the dwelling is being erected or structurally altered cover provided by paragraphs

- 2. **Insured Events**, sub-paragraphs 2.4, 2.5 and 2.8
- 4. **Rent**
- 5. **Breakage of Glass and Sanitaryware**
- 10. **Liability to the Public**

will not apply to destruction, damage or liability arising directly or indirectly from such erection or alteration.

15. Subsidence Extension.

Only applies if the schedule shows that the cover includes Subsidence.

- 15.1 This section is extended to include destruction or damage to the dwelling caused by any movement of the land supporting the dwelling provided such movement is not caused by
 - 15.1.1 excavations on or under land other than mining excavations
 - 15.1.2 alterations, additions or repairs to the dwelling.
- 15.2 We will not be liable for destruction or damage to
 - 15.2.1 paths, driveways, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences
 - 15.2.2 the dwelling caused by defects in either its design or construction.
- 15.3 We will not be liable for the first portion of each claim calculated at 1% of sum insured or R500 whichever is the greater.

Section 2. – Householders

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and members of your immediate family normally resident with you
- 1.2 dwelling means the private residence and its domestic outbuildings and garages all situated at the address shown in the schedule
- 1.3 property insured means household goods and personal effects (including up to 5% in total of the sum insured for office equipment and home industry stock-in-trade and equipment whilst inside the dwelling) which belong to you or are your responsibility
- 1.4 sum insured means the amount stated in the schedule for the Householders section.

2. Insured Events

The insured events are

- 2.1 Fire, lightning, explosion.
- 2.2 Storm, wind, water, hail or snow but excluding loss or damage
 - 2.2.1 to property in the open
 - 2.2.2 arising out of any process necessarily involving the use or application of water.
- 2.3 Earthquake including loss or damage arising directly or indirectly from mining.
- 2.4 Bursting, leaking or overflowing of fixed oil-fired heating apparatus.
- 2.5 Sudden and violent damage to any building caused by impact.
- 2.6 Deliberate or wilful or wanton acts excluding loss or damage caused by or arising from theft or attempted theft.
- 2.7 Theft or attempted theft of the property insured whilst inside
 - 2.7.1 the private residence
 - 2.7.2 the domestic outbuildings and garages (including those attached to and/or communicating with the main residence) if there is forcible and violent entry or exit
 - 2.7.3 any other private residence
 - 2.7.4 any building in which you are temporarily residing
 - 2.7.5 any building in which you are employed
 - 2.7.6 any furniture storage depot or a safe deposit in a bank
 - 2.7.7 any other building if there is forcible and violent entry or exit.
- 2.8 Theft
 - 2.8.1 while being moved by professional movers during a permanent change in the address stated in the schedule
 - 2.8.2 while in transit to or from a furniture storage depot or a safe deposit in a bank
 - 2.8.3 of laundry, garden and swimming pool furniture/implements from the grounds, domestic outbuildings and garages of the dwelling up to 1% of the sum insured.

3. Basis of Settlement

If the property insured is lost or damaged by an insured event we will pay for or may choose to repair or replace it. The amount payable will be the current replacement cost. Provided that if at the time of loss or damage the cost of replacing the property insured as new is greater than the sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

4. Glass, Television Sets and Personal Home Computers

If property insured in the dwelling being

4.1 mirror glass or glass forming part of furniture is accidentally damaged

4.2 a television set or personal home computer (excluding any form of portable computer) is accidentally damaged by impact (excluding mechanical or electrical breakdown)

we will indemnify you for the costs.

5. Refrigerator and Deep Freeze Contents

If the contents of any refrigerator/deep freeze unit in the dwelling deteriorate as a result of

5.1 breakdown of or accidental damage to the unit

5.2 failure of power supplied by public authorities

we will indemnify you up to 2% of the sum insured.

6. Keys, Locks, Key Cards and Remotes

If any keys (including card keys and remote controllers) for the dwelling or for any vehicles insured under sections 6, 7 and 8 of this policy are lost or accidentally damaged we will indemnify you for costs reasonably and necessarily incurred as a direct consequence up to 1% of the sum insured.

7. Groceries and Household Goods

If groceries and household goods belonging to you being conveyed between any place of purchase, repair or renovation and the dwelling by you are lost or damaged as a result of

7.1 an accident in which the carrying vehicle is involved

7.2 theft from the carrying vehicle accompanied by actual forcible and violent means

we will indemnify you up to 1% of the sum insured.

8. Personal Documents

We will indemnify you for loss or damage caused by an insured event to your personal documents up to 1% of the sum insured. We will only be liable for the value of materials and the cost of labour in reinstating the documents or obtaining duplicates and not for the value to you of the content.

9. Rent

If the private residence becomes uninhabitable as a direct result of loss or damage caused by an insured event we will for the period necessary for reinstatement indemnify you for

9.1 rent for which you are liable

9.2 any reasonable additional costs incurred in providing alternative accommodation for yourself, your immediate family and domestic servants normally resident with you

up to 20% of the sum insured.

10. Property belonging to Domestic Staff

If household goods and personal effects (excluding money) belonging to your domestic staff are lost or damaged in the dwelling by an insured event we will indemnify the domestic staff member up to 1% of the sum insured.

11. Guests

If household goods and personal effects (excluding money) not otherwise insured belonging to a guest temporarily residing with you are lost or damaged by an insured event specified in 2.1 to 2.6 or by theft from the private residence we will indemnify the guest up to 1% of the sum insured.

12. Liability to the Public

If we have agreed to provide insurance by this section it is extended to include the insurance provided by Section 4. – Personal Liability in so far as it applies to the liability of an occupier of the dwelling.

13. Medical/Veterinary Expenses

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

- 13.1 person other than you caused by a domestic animal owned by you
- 13.2 guest or visitor arising from any defect in the dwelling
- 13.3 domestic staff in the course of their employment by you
- 13.4 domestic animal owned by you arising from a road accident

we will pay the expenses not otherwise recoverable up to 1% of the sum insured per person/animal.

14. Accidental Death

If you are fatally injured as a direct result of external and visible violence caused by thieves or fire while in the dwelling or its grounds we will pay

- 14.1 R1000 for a person under 18 years of age
 - 14.2 R5000 for a person of 18 and over and under 70 years of age
- provided death occurs within three months of the injury.

15. Special Exclusions

We will not be liable for

- 15.1 the first amount payable stated in the schedule of any claim (or in this section if more specific and greater)
- 15.2 loss or damage if at the time of such loss or damage the dwelling has been unoccupied for more than 60 consecutive days unless the schedule indicates that the dwelling is a holiday home
- 15.3 loss or damage caused, sustained or incurred outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe
- 15.4 theft of money and other negotiable instruments unless stolen from the private residence and there is forcible and violent entry or exit
- 15.5 more than 0,5% of the sum insured for money and other negotiable instruments
- 15.6 theft from the dwelling while lent, let or sub-let unless there is forcible and violent entry or exit
- 15.7 loss, damage or injury to animals, gold coins, stamp and coin collections, motor vehicles and trailers/caravans including their accessories, air and water craft and their equipment
- 15.8 more than 10% of the sum insured for any one article other than furniture
- 15.9 more than one-third of the sum insured in total for precious metals and stones, jewellery, furs, rugs and carpets
- 15.10 property more specifically insured
- 15.11 the first portion of each claim calculated at 1% of the sum insured or R500 whichever is the greater arising directly or indirectly from mining. If we allege that the destruction or damage arises from mining the burden of proving the contrary will rest on you.

16. Limited Cover

Applies if the schedule shows that Limited Cover has been selected

In consideration of Limited Cover having been taken points 2.7 and 2.8 (Theft and attempted theft) under Insured Events are cancelled and the following sub-sections are deleted

- 4. Glass, Television Sets and Personal Home Computers**
- 5. Refrigerator and Deep Freeze Contents**
- 6. Keys, Locks, Key Cards and Remotes**
- 7. Groceries and Household Goods**
- 13. Medical/Veterinary Expenses**
- 14. Accidental Death**

17. General Accidental Damage Extension

Only applies if the schedule shows that Accidental Damage – General has been selected

If the property insured is accidentally lost or damaged whilst inside your dwelling or on your premises at the same address we will pay for or may choose to repair or replace it subject to us not being liable for

- 17.1 any amount in excess of the sum insured for this extension after deduction of the first amount payable (excess)
- 17.2 loss or damage
 - 17.2.1 which is covered under the Insured Events – see point 2 of the policy wording
 - 17.2.2 due to depreciation or gradual causes such as wear and tear, rust, mildew, corrosion and decay
 - 17.2.3 caused by household pests such as rodents, ants and moths or a cleaning, repairing or restoration process
 - 17.2.4 of or to tools, gardening implements, garden furniture or automatic swimming pool apparatus
 - 17.2.5 of or to portable computer equipment or cellular telephones
- 17.3 damage to glass, glassware or other brittle articles due to cracking or scratching
- 17.4 the cost of reproduction or repair of data
- 17.5 mechanical, electrical or electronic breakdown.

18. Accidental Damage Extension – Mechanical/Electrical/Electronic

Only applies if the schedule shows that Accidental Damage - Mechanical / Electrical / Electronic has been selected

If the property insured is accidentally lost or damaged whilst inside your dwelling or on your premises at the same address we will pay for or may choose to repair or replace it subject to us not being liable for

- 18.1 any amount in excess of the sum insured for this extension after deduction of the first amount payable (excess)
- 18.2 loss or damage
 - 18.2.1 which is covered under the Insured Events – see point 2 of the policy wording
 - 18.2.2 due to depreciation or gradual causes such as wear and tear, rust, mildew, corrosion and decay
 - 18.2.3 caused by household pests such as rodents, ants and moths or a cleaning, repairing or restoration process
 - 18.2.4 of or to tools, gardening implements, garden furniture or automatic swimming pool apparatus
 - 18.2.5 of or to portable computer equipment or cellular telephones
- 18.3 damage to glass, glassware or other brittle articles due to cracking or scratching
- 18.4 the cost of reproduction or repair of data

19. Subsidence Extension.

Only applies if the schedule shows that the cover includes Subsidence.

- 19.1 This section is extended to include destruction or damage caused by any movement of the land supporting the dwelling provided such movement is not caused by
 - 19.1.1 excavations on or under land other than mining excavations
 - 19.1.2 alterations, additions or repairs to the dwelling.
- 19.2 We will not be liable for destruction or damage caused by defects in either the design or construction of the dwelling.
- 19.3 We will not be liable for the first portion of each claim calculated at 1% of sum insured or R500 whichever is the greater.

Section 3. – All Risks

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and members of your immediate family normally resident with you
- 1.2 property insured means
 - 1.2.1 **Clothing and Personal Effects**
clothing (other than furs) and personal effects normally worn or designed to be carried on or by the person belonging to you
 - 1.2.2 **Specified All Risks Items**
articles individually specified in the All Risks section of the schedule.

2. Basis of Settlement

2.1 Clothing and Personal Effects

If the property insured is accidentally lost or damaged we will pay for or may choose to repair or replace it. The amount payable will be the current replacement cost. Provided that if at the time of loss or damage the cost of replacing the property insured as new is greater than the sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

2.2 Specified All Risks Items

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

3. Stamp and Coin Collections

If a stamp and/or coin collection is described in the All Risks section of the schedule

- 3.1 our liability for any one stamp or coin will not exceed two-thirds of the value stated in any current recognised catalogue with a maximum of 5% of the sum insured on the collection for any one stamp or coin
- 3.2 we will only be liable if one or more complete pages of the collection are lost or damaged
- 3.3 we will not be liable for current coins.

4. Special Exclusions

We will not be liable for

- 4.1 the first amount payable stated in the schedule of any claim (or in the policy wording if more specific and greater)
- 4.2 in respect of 1.2.1 – **Clothing and Personal effects**
 - 4.2.1 more than 25% of the Clothing and Personal Effects sum insured for any one article or pair or set
 - 4.2.2 pedal cycles, cellphones and their accessories, contact lenses, money, documents and tools
 - 4.2.3 property more specifically insured
- 4.3 property insured lost from an unattended motor vehicle unless
 - 4.3.1 the property insured was concealed in a locked boot or compartment forming part of a locked vehicle and there is violent and forcible entry to the vehicle
or
 - 4.3.2 there is violent and forcible entry to the vehicle and the insured bears the first 20%, minimum R500, of any claim
- 4.4 wear, tear or depreciation
- 4.5 electrical or mechanical breakdown not accompanied by other damage

- 4.6 the special value which any article may have as part of a set
- 4.7 the cost of reproducing sounds data and images on tapes, records, film or magnetic media
- 4.8 loss or damage caused
 - 4.8.1 by vermin, moths or gradually operating causes
 - 4.8.2 during any process of cleaning, dyeing or renovating
 - 4.8.3 by confiscation or detention by any process of law
- 4.9 breakage of sports or recreational equipment whilst in use
- 4.10 loss of or damage to
 - 4.10.1 pedal cycles whilst being used for racing
 - 4.10.2 property used for business, trade or professional purposes
- 4.11 more than R1 500 for any article unless documentary evidence of value acceptable to the insurer is provided
- 4.12 in respect of caravan contents
 - 4.12.1 more than 20% of the caravan contents sum insured for any one article
 - 4.12.2 theft of contents while the caravan is unoccupied unless there is forcible and violent entry
 - 4.12.3 stamp and coin collections, cellphones and their accessories, contact lenses, money, documents, jewellery, furs, tools or any article more specifically insured
 - 4.12.4 the permanent fittings of the caravan
 - 4.12.5 more than the rateable proportion of the loss or damage if at the time of loss or damage the cost of replacing the property insured as new is greater than the sum insured.

Section 4. – Personal Liability

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and members of your immediate family normally resident with you
- 1.2 limit means the amount stated in the schedule for the Personal Liability section.

2. Indemnity to the You

If you become legally liable to pay compensation for accidental death, bodily injury or illness or accidental loss of or damage to property occurring during the period of insurance we will indemnify you up to the limit for any one accident or series of accidents arising out of one event including costs and expenses recoverable by any claimant from you and incurred with our written consent.

3. Tenants

If you become legally liable as tenant and not as owner of the dwelling defined in 1.2 of Section 2. – Householders for

- 3.1 damage to the dwelling (including fixtures and fittings) caused by an Insured Event specified in 2 of Section 2. – Householders
 - 3.2 accidental damage to fixed sanitaryware or fixed glass
 - 3.3 accidental damage to water, gas, sewerage, electricity or telephone connections to the dwelling
- we will indemnify you up to the limit for any one accident or series of accidents arising out of one event.

4. Credit Cards and Sim Cards for Cellphones

We will indemnify you up to R2 000 in a calendar year against liability or loss arising from fraudulent use of your credit, cash or sim (subscriber identity module) cards by any person who is not a member of your family or household. The loss of the card must be reported to the issuing organisation as soon as reasonably possible and you must have complied with the conditions of issue of the card failing which we will not indemnify you.

5. Hole-in-one or Full House

If you score a hole-in-one in golf or a full house in bowls playing as an amateur in terms of the rules at any recognised club we will pay R500 on written confirmation by the secretary of the club.

6. Special Exclusions

This section excludes liability

- 6.1 for compensation to you (other than under 4. Credits Cards and Sim Cards for Cellphones and 5. Hole-in-one or Full House)
- 6.2 for loss or damage to property belonging to or in the custody or control of you or your domestic staff
- 6.3 directly or indirectly due to
 - 6.3.1 your employment, business or profession
 - 6.3.2 the ownership of land or buildings (other than buildings insured by Section 1. – Houseowners and land upon which they are situated provided the land is used for residential purposes only)
 - 6.3.3 the occupation of land or buildings (other than your dwelling as defined in 1.2 of Section 2. – Householders provided there is insurance in terms of that section and the dwelling and land upon which it is situate are used for residential purposes only)
 - 6.3.4 the use of any motor vehicle, caravan, trailer, air or water craft (other than model aircraft, a surfboard or paddle ski) owned by or in the custody or control of you or your domestic staff
- 6.4 accepted by agreement which would not have attached in the absence of the agreement
- 6.5 for costs and expenses incurred after payment by us of the limit.

7. Security Firm Extension.

If you enter into a written contract with a security firm and in terms of that contract you become liable for the negligent acts of employees of the security firm in the course of their employment at your dwelling (as defined in 1.2 of section 2. - Householders) then we will indemnify you up to the limit to the extent that the indemnity would have been granted had the said employees been employees under a contract of service to you and not the security firm.

Section 5. – Personal Accident

1. Definition

For this section you means a person named in the personal accident section of the schedule.

2. Insured Events

We will pay compensation if you

- 2.1 sustain bodily injury by violent external and visible means as a direct result of an accident
- 2.2 die from or are permanently disabled by exposure following an accident to a conveyance in which you were travelling
- 2.3 disappear following an accident to a conveyance in which you were travelling subject to proof that would satisfy a court of law that death caused by such accident should be presumed.

3. Compensation

Where, within twelve months from the date of the accident the injury causes

We will pay

- | | |
|---|---|
| 3.1 death | the sum insured for Death |
| 3.2 permanent total disablement being an inability to follow your usual occupation or any other occupation for which you are suited by knowledge or training | the sum insured for Permanent Total Disablement |
| | the percentage of the sum insured for Permanent Total Disablement indicated below |
| 3.3 permanent partial disablement being loss by separation at or above the wrist or ankle of one or more limbs (permanent total loss of use of a limb will be accepted as loss by separation) | 100% |
| 3.4 irrecoverable total loss of | |
| 3.4.1 sight in both eyes | 100% |
| 3.4.2 sight in one eye | 60% |
| 3.4.3 hearing in both ears | 80% |
| 3.4.4 hearing in one ear | 25% |
| 3.4.5 speech | 75% |
| 3.5 loss of | |
| 3.5.1 four entire fingers on one hand | 75% |
| 3.5.2 entire thumb | 25% |
| 3.5.3 entire index finger | 15% |
| 3.5.4 any other entire finger | 7% |
| 3.5.5 all toes on one foot | 30% |
| 3.5.6 entire big toe | 5% |
| 3.5.7 any other entire toe | 3% |
| | provided that where the injury is not specified we will apply a percentage consistent with this scale |
| 3.6 temporary total disablement being an inability to engage in or attend to usual business or occupation | the sum insured for each week of Temporary Total Disablement excluding the first week |
| 3.7 medical expenses being the reasonable cost of medical attendance upon you, including operation fees, prescribed medicines and surgical appliances and nursing home or hospital charges, necessarily incurred in connection with any accident for which compensation is payable under 3.1 to 3.6 above | up to the sum insured for Medical Expenses |

provided that

- 3.8 compensation paid for permanent partial disablement (see 3.3) will be deducted from compensation payable for death (see 3.1) or permanent total disablement (see 3.2) resulting from the same accident
- 3.9 total compensation [other than for temporary total disablement (see 3.6) and medical expenses (see 3.7)] will not exceed the sum Insured for death (see 3.1) or permanent total disablement (see 3.2) whichever is the greater
- 3.10 compensation for temporary total disablement (see 3.6) will cease immediately any compensation becomes payable for death (see 3.1) or permanent total disablement (see 3.2) or when the injury has healed or been cured as far as reasonably possible or upon expiry of 104 weeks whichever occurs first.

4. Special Exclusions

We will not be liable

- 4.1 for interest on compensation payable
- 4.2 for compensation to a person who is
 - 4.2.1 under 16 years of age at the time of an injury
 - 4.2.2 over 70 years of age at the time of an injury
- 4.3 for bodily injury, death, disablement or disappearance
 - 4.3.1 sustained while carrying on any business or occupation not disclosed at the commencement of this insurance
 - 4.3.2 sustained while motor cycling
 - 4.3.3 sustained while participating in
 - 4.3.3.1 mountaineering where the use of ropes or a guide is necessary
 - 4.3.3.2 big game hunting
 - 4.3.3.3 any sport as a professional
 - 4.3.3.4 polo, steeplechasing, parachuting, skydiving, bunjee jumping, rugby, winter sports, ice-hockey, wrestling, boxing, martial arts, aqualung diving, water skiing, hang gliding or any other sport or pastime involving exceptional risk of accident
 - 4.3.3.5 speed or duration tests or racing (other than on foot or in a yacht)
 - 4.3.4 sustained while travelling in an aircraft
 - 4.3.4.1 not licensed for the carriage of passengers
 - 4.3.4.2 piloted by a person not licensed for the purpose for which it was being used
 - 4.3.4.3 as a member or acting member of the crew or for trade or technical operation connected with the aircraft
 - 4.3.5 sustained while serving on duty in any armed force
 - 4.3.6 caused by or attributable to
 - 4.3.6.1 venereal disease or acquired immune deficiency syndrome
 - 4.3.6.2 or, in the case of females, resulting from or prolonged or accelerated by pregnancy, childbirth, abortion, miscarriage, obstetrical procedure or any sequelae
 - 4.3.7 resulting from an accident caused by or attributable to
 - 4.3.7.1 your wilful misconduct
 - 4.3.7.2 any physical or mental defect or infirmity from which you were suffering before the accident
 - 4.3.7.3 you being under the influence of intoxicating liquor or drugs
 - 4.3.7.4 your participation in any riot, civil commotion, labour disturbance, strike or lock-out or public disorder or any act or activity which is calculated or directed to bring these about

- 4.3.7.5 the performance or attempt to perform any act whether on behalf of any organisation, body or group of persons calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force or by means of fear, terrorism or violence
- 4.3.7.6 the performance or attempt to perform any act which is calculated or directed to bring about destruction or damage or bodily injury or sickness in order to further any political aim, objective or cause, or to bring about any social or economic change or in protest against any State or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof.

5. Special Conditions

- 5.1 You must notify us immediately you are affected by any physical or mental defect or infirmity.
- 5.2 We will not be bound to accept notice of any trust, charge, lien, assignment or other dealings with or related to this section.
- 5.3 You must, if required by us, submit to medical examination on our behalf and at our expense. In the event of death we will be entitled to be represented at any enquiry or to arrange for a post-mortem examination.
- 5.4 Your inability to participate in sports and pastimes shall not, of itself, constitute permanent total disablement (see 3.2).
- 5.5 Points 2.1.1, 2.1.4, 2.1.5, 2.1.6 and 2.1.7 of the War, Riot and Terrorism Exclusions do not apply to this section.

Section 6. – Motor

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and spouse
- 1.2 vehicle means
 - 1.2.1 a car (which includes a station wagon, a motorised caravan and a kombi/microbus/minibus [or similar vehicle] designed or adapted to carry not more than ten occupants [including the driver])
 - 1.2.2 a goods vehicle (which includes a light delivery vehicle and a panel van) with a gross vehicle mass not exceeding 3 500 kg owned by you and listed in the schedule
- 1.3 sum insured means the amount stated in the schedule for the vehicle.

2. Basis of Settlement

If the vehicle or any part of it is lost or damaged we will by payment or at our choice by repair or replacement indemnify you provided that

- 2.1 the maximum we will pay will be the sum insured or the reasonable retail value of the vehicle at the time of loss or damage whichever is lower less the first amount payable (excess)
- 2.2 if within 12 months of its purchase as a new vehicle by you the vehicle is
 - 2.2.1 stolen and not recovered
 - 2.2.2 damaged and the assessed cost of repairs exceeds 70% of the current retail price of the same model vehicle as new

the maximum we will pay will be the purchase price at the time of the loss or damage of the same model vehicle as new or the sum insured whichever is lower less the first amount payable (excess)

- 2.3 if the vehicle is
 - 2.3.1 stolen and not recovered
 - 2.3.2 damaged and we treat the vehicle as total loss
- in addition to 2.1 or 2.2 above if the reasonable retail value of the vehicle (or the current purchase price in terms of 2.2 above, if applicable) is less than the amount owing by you under a valid instalment sale or lease agreement we will pay the difference (subject to the total payments including the payments under 2.1 or 2.2 above not exceeding the sum insured) less
- 2.3.3 any payments and or interest in arrears
 - 2.3.4 early settlement penalties or discounts
 - 2.3.5 any other amounts refundable to you
 - 2.3.6 the first amount payable (excess)

- 2.4 if any replacement part or fitment necessary for the repair of damage to the vehicle is not available as standard (ready manufactured) within the country in which the vehicle is being held for repair we will not be liable for more than the maker's latest list price in the country of origin plus import duty and the reasonable cost of freight (other than by air) as well as the estimated cost of fitting
- 2.5 if you declare on the claim form that the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

3. Protection and Repair

If insured loss or damage occurs

- 3.1 we will pay the reasonable cost of protection and removal of the vehicle to the nearest repairer
- 3.2 you may authorise repairs up to R1 500 without our consent provided a detailed quotation is immediately given to us.

4. Delivery After Repair

After repair we will pay the reasonable cost of delivering the vehicle to your address stated in the schedule from anywhere within the territorial limits except Malawi, Mozambique and Zimbabwe.

5. Medical Expenses

If any occupant of the vehicle sustains bodily injury as a direct result of an accident we will pay the medical expenses in connection with the injury up to R1 000 for each occupant injured.

6. Special Exclusions Relating to the Vehicle

We will not be liable for

- 6.1 more than 5% of the sum insured or R500, whichever is greater, (after the Motor section first amount payable [excess] has been deducted from the claim) for any type of radio and other sound reproduction equipment
- 6.2 depreciation wear and tear mechanical or electrical breakdown
- 6.3 damage to tyres unless some other part of the vehicle is damaged at the same time.

7. Liability to Third Parties

- 7.1 In the event of an accident caused by or in connection with the vehicle or attached trailer, caravan, car or goods vehicle with a gross mass not exceeding 1500 kg being towed (other than for reward) we will indemnify you against all sums including claimant's costs and expenses for which you become legally liable following
 - 7.1.1 death of or bodily injury to any person
 - 7.1.2 damage to property.
- 7.2 We will pay costs and expenses incurred with our written consent.
- 7.3 We may arrange for
 - 7.3.1 representation at any inquiry into death
 - 7.3.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.
- 7.4 In terms of liability to third parties 7.1 and 7.2 above we will
 - 7.4.1 indemnify any person who is driving or using the vehicle with your permission provided such person
 - 7.4.1.1 is not entitled to indemnity under any other policy
 - 7.4.1.2 as though he were you is subject to the terms of the policy as far as they can apply
 - 7.4.1.3 has not been refused any motor vehicle insurance
 - 7.4.2 indemnify you while driving a car or goods vehicle with a gross mass not exceeding 3500kg excluding damage thereto not
 - 7.4.2.1 owned by you
 - 7.4.2.2 being purchased, leased or hired by you under a credit or similar agreement.

8. Special Exclusions Relating to Liability to Third Parties

We will not be liable for

- 8.1 death of or bodily injury to
 - 8.1.1 a member of your family normally resident with you
 - 8.1.2 any person being carried in or on a part of the vehicle not designed for the carriage of passengers
 - 8.1.3 any person being carried in a trailer or caravan referred to in 7.1
 - 8.1.4 an employee, other than your domestic staff, of yours or your family who is killed or injured in the course of such employment
- 8.2 damage to property
 - 8.2.1 belonging to or held in trust by or in the custody or control of you or your family
 - 8.2.2 being carried in a trailer or caravan referred to in 7.1
- 8.3 so much of any compensation provided or insurable in terms of any motor vehicle insurance legislation
- 8.4 more than R50 000 including all costs and expenses for death of or bodily injury to persons travelling in the vehicle if it is an open sports car or any other type of vehicle that does not have a permanently fixed metal roof over the area originally designed for the seating of the driver and passengers
- 8.5 more than R5 000 000 including all costs expenses for any one accident or series of accidents arising out of one event.

9. Special Exclusions Relating to the Entire Motor Section

- 9.1 We will not be liable for loss, damage, injury or liability caused, sustained or incurred
- 9.1.1 outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe except for loss or damage to the vehicle while in transit by water between ports in the territorial limits
 - 9.1.2 while the vehicle is being used
 - 9.1.2.1 other than in accordance with the Class of Use (*see 10.2*)
 - 9.1.2.2 by you (or any person with your consent) unless licensed to drive the vehicle in terms of legislation applying to the country in which the vehicle is being used. This exclusion will not apply if the vehicle is being driven by a learner driver with your consent provided the legislation relating to learner drivers is being complied with
 - 9.1.2.3 by you while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your blood exceeds the statutory limit
 - 9.1.2.4 by any person, with your consent and knowledge, who you know is under the influence of intoxicating liquor or drugs
 - 9.1.2.5 in a condition which does not comply with the provisions and regulations of The Road Traffic Ordinance of the Republic of South Africa or any similar legislation which applies to the territorial limits referred to in special exclusion 9.1.1 of this section
 - 9.1.3 while a goods vehicle is being used to carry goods for business or professional purposes.
- 9.2 We will not be liable for any claim arising out of contractual liability.

10. Special Conditions

10.1 First Amount Payable (Excess)

In the event of loss or damage to the vehicle you will be responsible for the first amount payable (excess) stated in the schedule. You must immediately repay us any first amount payable we may have paid.

10.2 Class of Use

The vehicle may only be used in accordance with the class of use stated in the schedule and defined below.

Social, Domestic and Pleasure

Social, domestic and pleasure purposes EXCLUDING travelling to and from your place of employment, business or professional purposes, hiring, carriage of passengers for hire or carriage of fare paying passengers, commercial travelling, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.

Private Use

Social, domestic and pleasure purposes and travelling to and from your place of employment EXCLUDING business or professional purposes, hiring, carriage of passengers for hire or carriage of fare paying passengers, commercial travelling, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.

Business Use

Social, domestic, pleasure, business and professional purposes EXCLUDING hiring, carriage of passengers for hire or carriage of fare paying passengers, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.

The term "motor trade" will not invalidate any cover provided to you while the vehicle is in the custody or control of any member of the motor trade and used only for its maintenance or repair.

10.3 Traffic Offences

You must notify us in writing immediately you know of

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

10.4 Care of the Vehicle

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

10.5 Indemnity to Others

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

11. Clauses

11.1 Third Party. Applies if the schedule shows the Cover as "Third Party Only"

The following are deleted

Basis of Settlement (see 2 page 20)

Protection and Repair (see 3 page 20)

Delivery After Repair (see 4 page 20)

Medical Expenses (see 5 page 21)

11.2 Third Party, Fire and Theft. Applies if the schedule shows the Cover as "Third Party, Fire and Theft"

11.2.1 Basis of Settlement (see 2 page 20) is restated

2. Basis of Settlement

If the vehicle or any part of it is lost or damaged by fire, lightning, explosion, theft or attempted theft we will by payment or at our choice by repair or replacement indemnify you provided that

2.1 the maximum we will pay will be the sum insured or the reasonable market value of the vehicle at the time of loss or damage whichever is lower less the first amount payable (excess)

2.2 if you declare on the claim form that the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

11.2.2 Special Exclusions Relating to the Vehicle (see 6 page 21) is restated

6. Special Exclusions Relating to the Vehicle

We will not be liable for

6.1 any type of radio and other sound reproduction equipment

6.2 depreciation wear and tear mechanical or electrical breakdown

6.3 damage to tyres unless some other part of the vehicle is damaged at the same time.

11.2.3 The following is deleted

Medical Expenses (see 5 page 21)

11.3 Car-hire. Only applies if indicated in the schedule that Car-hire cover is included for the vehicle

11.3.1 If the vehicle is unusable or is being repaired following loss or damage covered under this section, provided the loss or damage exceeds the applicable excess we will supply a vehicle of our choice to you.

11.3.2 We will only supply the vehicle after having received full information in respect of the loss or damage.

11.3.3 The vehicle will be supplied to you for a period of thirty days, or a shorter period (whichever is first) which will end when

11.3.3.1 the vehicle is repaired satisfactorily, if the vehicle can be repaired economically

11.3.3.2 you have bought a replacement vehicle, in the event of a cash settlement

11.3.3.3 the vehicle is found plus any time for repair thereafter, in the event of theft of the vehicle.

Section 7. – Motor Cycles

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and spouse
- 1.2 vehicle means a motor cycle or motor scooter (with or without side-car) listed in the schedule and owned by you
- 1.3 sum insured means the amount stated in the schedule for the vehicle.

2. Basis of Settlement

If the vehicle or any part of it is lost or damaged we will by payment or at our choice by repair or replacement indemnify you provided that

- 2.1 the maximum we will pay will be the sum insured or the reasonable market value of the vehicle at the time of loss or damage whichever is lower less the first amount payable (excess)
- 2.2 if any replacement part or fitment necessary for the repair of damage to the vehicle is not available as standard (ready manufactured) within the country in which the vehicle is being held for repair we will not be liable for more than the maker's latest list price in the country of origin plus import duty and the reasonable cost of freight (other than by air) as well as the estimated cost of fitting
- 2.3 if you declare on the claim form that the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

3. Protection and Repair

If insured loss or damage occurs

- 3.1 we will pay the reasonable cost of protection and removal of the vehicle to the nearest repairer
- 3.2 you may authorise repairs up to R1 500 without our consent provided a detailed quotation is immediately given to us.

4. Delivery After Repair

After repair we will pay the reasonable cost of delivering the vehicle to your address stated in the schedule from anywhere within the territorial limits except Malawi, Mozambique and Zimbabwe.

5. Special Exclusions Relating to the Vehicle

We will not be liable for

- 5.1 theft of accessories unless the vehicle is stolen at the same time
- 5.2 more than R500 in total for accessories (unless supplied by the manufacturer of the vehicle when new)
- 5.3 any type of radio and other sound reproduction equipment
- 5.4 depreciation wear and tear mechanical or electrical breakdown
- 5.5 damage to tyres unless some other part of the vehicle is damaged at the same time.

6. Liability to Third Parties

- 6.1 In the event of an accident caused by or in connection with the vehicle we will indemnify you against all sums including claimant's costs and expenses for which you become legally liable following
 - 6.1.1 death of or bodily injury to any person
 - 6.1.2 damage to property.
- 6.2 We will pay costs and expenses incurred with our written consent.
- 6.3 We may arrange for
 - 6.3.1 representation at any inquiry into death
 - 6.3.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.

- 6.4 In terms of liability to third parties 6.1 and 6.2 above we will
 - 6.4.1 indemnify any person who is driving or using the vehicle with your permission provided such person
 - 6.4.1.1 is not entitled to indemnity under any other policy
 - 6.4.1.2 as though he were you is subject to the terms of the policy as far as they can apply
 - 6.4.1.3 has not been refused any motor vehicle insurance.

7. Special Exclusions Relating to Liability to Third Parties

We will not be liable for

- 7.1 death of or bodily injury to
 - 7.1.1 a member of your family normally resident with you
 - 7.1.2 an employee, other than your domestic staff, of yours or your family who is killed or injured in the course of such employment
- 7.2 damage to property belonging to or held in trust by or in the custody or control of you or your family
- 7.3 so much of any compensation provided or insurable in terms of any motor vehicle insurance legislation
- 7.4 more than R10 000 including all costs and expenses for death of or bodily injury to persons travelling on or mounting or dismounting from the vehicle
- 7.5 more than R5 000 000 including all costs expenses for any one accident or series of accidents arising out of one event.

8. Special Exclusions Relating to the Entire Motor Cycle Section

- 8.1 We will not be liable for loss, damage, injury or liability caused, sustained or incurred
 - 8.1.1 outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe except for loss or damage to the vehicle while in transit by water between ports in the territorial limits
 - 8.1.2 while the vehicle is being used
 - 8.1.2.1 other than in accordance with the Class of Use (see 9.2)
 - 8.1.2.2 by you (or any person with your consent) unless licensed to drive the vehicle in terms of legislation applying to the country in which the vehicle is being used. This exclusion will not apply if the vehicle is being driven by a learner driver with your consent provided the legislation relating to learner drivers is being complied with
 - 8.1.2.3 by you while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your blood exceeds the statutory limit
 - 8.1.2.4 by any person, with your consent and knowledge, who you know is under the influence of intoxicating liquor or drugs
 - 8.1.2.5 in a condition which does not comply with the provisions and regulations of The Road Traffic Ordinance of the Republic of South Africa or any similar legislation which applies to the territorial limits referred to in special exclusion 8.1.1 of this section.
- 8.2 We will not be liable for any claim arising out of contractual liability.

9. Special Conditions

9.1 First Amount Payable (Excess)

In the event of loss or damage to the vehicle you will be responsible for the first amount payable (excess) stated in the schedule. You must immediately repay us any first amount payable we may have paid.

9.2 Class of Use

The vehicle may only be used in accordance with the class of use stated in the schedule and defined below.

Social, Domestic and Pleasure

Social, domestic and pleasure purposes EXCLUDING travelling to and from your place of employment, business or professional purposes, hiring, carriage of passengers for hire or carriage of fare paying passengers, commercial travelling, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.

Private Use

Social, domestic and pleasure purposes and travelling to and from your place of employment EXCLUDING business or professional purposes, hiring, carriage of passengers for hire or carriage of fare paying passengers, commercial travelling, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.

Business Use

Social, domestic, pleasure, business and professional purposes EXCLUDING hiring, carriage of passengers for hire or carriage of fare paying passengers, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.

The term "motor trade" will not invalidate any cover provided to you while the vehicle is in the custody or control of any member of the motor trade and used only for its maintenance or repair.

9.3 Traffic Offences

You must notify us in writing immediately you know of

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

9.4 Care of the Vehicle

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

9.5 Indemnity to Others

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

10. Clauses

10.1 Third Party, Fire and Theft. Applies if the schedule shows the Cover as "Third Party, Fire and Theft"

10.1.1 Basis of Settlement (*see 2 page 24*) is restated

2. Basis of Settlement

If the vehicle or any part of it is lost or damaged by fire, lightning, explosion, theft or attempted theft we will by payment or at our choice by repair or replacement indemnify you provided that

- 2.1 the maximum we will pay will be the sum insured or the reasonable market value of the vehicle at the time of loss or damage whichever is lower less the first amount payable (excess)
- 2.2 if you declare on the claim form that the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

10.2 Third Party. Applies if the schedule shows the Cover as "Third Party Only"

The following are deleted

Basis of Settlement	(<i>see 2 page 24</i>)
Protection and Repair	(<i>see 3 page 24</i>)
Delivery After Repair	(<i>see 4 page 24</i>)

Section 8. – Caravans and Trailers

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and spouse
- 1.2 vehicle means a caravan (including its permanent fittings) or trailer without means of self-propulsion, designed to be pulled by a self-propelled vehicle, listed in the schedule and owned by you
- 1.3 sum insured means the amount stated in the schedule for the vehicle.

2. Basis of settlement

If the vehicle or any part of it is lost or damaged we will by payment or at our choice by repair or replacement indemnify you provided that

- 2.1 the maximum we will pay will be the sum insured or the reasonable market value of the vehicle at the time of loss or damage whichever is lower less the first amount payable (excess)
- 2.2 if any replacement part or fitment necessary for the repair of damage to the vehicle is not available as standard (ready manufactured) within the country in which the vehicle is being held for repair we will not be liable for more than the maker's latest list price in the country of origin plus import duty and the reasonable cost of freight (other than by air) as well as the estimated cost of fitting
- 2.3 if you declare on the claim form that the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

3. Protection and Repair

If insured loss or damage occurs

- 3.1 we will pay the reasonable cost of protection and removal of the vehicle to the nearest repairer
- 3.2 you may authorise repairs up to R750 without our consent provided a detailed quotation is immediately given to us.

4. Delivery after Repair

After repair we will pay the reasonable cost of delivering the vehicle to your address stated in the schedule from anywhere within the territorial limits except Malawi, Mozambique and Zimbabwe.

5. Special Exclusions Relating to the Vehicle

We will not be liable for

- 5.1 depreciation wear and tear mechanical or electrical breakdown
- 5.2 damage to tyres unless some other part of the vehicle is damaged at the same time.

6. Liability to Third Parties

6.1 In the event of an accident caused by or in connection with the vehicle we will indemnify you against all sums including claimant's costs and expenses for which you become legally liable following

- 6.1.1 death of or bodily injury to any person
- 6.1.2 damage to property.

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

6.3 We may arrange for

- 6.3.1 representation at any inquiry into death
- 6.3.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.

7. Special Exclusions Relating to Liability to Third Parties

We will not be liable for

- 7.1 death of or bodily injury to
 - 7.1.1 a person being carried in the vehicle
 - 7.1.2 a member of your family normally resident with you

- 7.1.3 an employee, other than your domestic staff, of yours or your family who is killed or injured in the course of such employment
- 7.2 damage to property
 - 7.2.1 belonging to or held in trust by or in the custody or control of you or your family
 - 7.2.2 being carried in the vehicle
- 7.3 so much of any compensation provided or insurable in terms of any motor vehicle insurance legislation
- 7.4 more than R5 000 000 including all costs expenses for any one accident or series of accidents arising out of one event provided that if at the time of an accident the vehicle is attached to a self-propelled vehicle insured under section 6 of this policy, Liability to Third Parties (see 6 above) will be deemed to be deleted.

8. Special Exclusions Relating to the Entire Caravan and Trailer Section

- 8.1 We will not be liable for loss, damage, injury or liability caused, sustained or incurred
 - 8.1.1 outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe except for loss or damage to the vehicle while in transit by water between ports in the territorial limits
 - 8.1.2 while the vehicle is being used
 - 8.1.2.1 for purposes other than social domestic and pleasure
 - 8.1.2.2 in a condition which does not comply with the provisions and regulations of The Road Traffic Ordinance of the Republic of South Africa or any similar legislation which applies to the territorial limits referred to in special exclusion 8.1.1 of this section
 - 8.1.3 while the vehicle is attached to a self-propelled vehicle being driven
 - 8.1.3.1 by you (or any person with your consent) unless licensed to drive the self-propelled vehicle in terms of legislation applying to the territory in which the vehicle is being driven or used. This exclusion will not apply if the self-propelled vehicle is being driven by a learner driver (with your consent) provided the legislation relating to learner drivers is being complied with
 - 8.1.3.2 by you while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your blood exceeds the statutory limit
 - 8.1.3.3 by any person, with your consent and knowledge, who you know is under the influence of intoxicating liquor or drugs
 - 8.1.4 by fraud or dishonesty by any person to whom the vehicle is on loan or hire.
 - 8.2 We will not be liable for any claim arising out of contractual liability.

9. Special Conditions

9.1 First Amount Payable (excess)

In the event of loss or damage to the vehicle you will be responsible for the first amount payable (excess) stated in the schedule. You must immediately repay us any first amount payable we may have paid.

9.2 Traffic Offences

You must notify us in writing immediately you know of the endorsement, suspension or cancellation of any driving licence issued to you or your authorised driver

9.3 Care of the Vehicle

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

9.4 Indemnity to Others

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

Section 9. – Small Craft

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and spouse
- 1.2 vessel means a yacht or motor boat (not more than 7 metres long) listed in the schedule and owned by you, and is deemed to consist of the hull, motors and other fittings and/or accessories that would normally be sold with the vessel, but EXCLUDING the trailer and/or sextants, nautical books, oilskins, sea boots and yachting clothes and any other additional or special equipment
- 1.3 sum insured means the amount stated in the schedule for the vessel.

2. Cover for the Vessel

If the vessel or any part of it is lost or damaged we will by payment or at our choice by repair or replacement indemnify you provided that the maximum payable by us will be the sum insured or the reasonable market value at the time of the loss or damage whichever is lower less the first amount payable (excess).

If the vessel at the time of any loss or damage is of greater value than the amount stated in the schedule, you will be your own insurer for the difference and will bear a rateable proportion of the loss.

3. Special Exclusions Relating to the Vessel

We will not be liable for

- 3.1 the first amount payable (excess) stated in the schedule of any claim (or in the policy wording if more specific and greater)
- 3.2 a first amount payable (excess) of R1 000 in addition to the first amount payable (excess) under 3.1 above while the vessel is being
 - 3.2.1 launched through the surf from the time the vessel enters the water until it is 100 metres beyond the wave line
 - 3.2.2 landed through the surf from the time the vessel is within 100 metres of the wave line until it is out of the water
- 3.3 wear and tear, deterioration from use, mechanical or electrical breakdown, depreciation and the cost of repairing, replacing or renewing any defective part condemned solely in consequence of a latent defect or fault or error in design or construction
- 3.4 the cost of making good
 - 3.4.1 any defect in repair or alteration work carried out for the account of the Insured or the maintenance of the vessel resulting from either negligence or breach of contract
 - 3.4.2 a glitter or decorative finish other than the surface area actually damaged
- 3.5 loss of or damage
 - 3.5.1 to moorings, nets and fishing gear
 - 3.5.2 to personal effects and consumable stores (fuel and foodstuffs) other than as provided in the definition of the vessel
 - 3.5.3 to sails and protective covers split by the wind or blown away while set unless occasioned by the vessel being stranded or in collision or in contact with any external substance other than water or in consequence of damage to the spars to which sails are bent
 - 3.5.4 to sails standing or running, masts, spars, and rigging whilst the vessel is racing
 - 3.5.5 following the dropping off of outboard motors unless the motors are bolted or chained to a permanent fixture in the hull
 - 3.5.6 to rudder, skeg, propeller, strut, shaft, motor, electrical machinery or batteries and their connections, unless caused by
 - 3.5.6.1 the vessel being stranded, sunk, swamped, overturned, capsized, burnt, on fire or in collision with any other vessel, pier, jetty or submerged object
 - 3.5.6.2 fire in the place of storage ashore
 - 3.5.6.3 theft of the entire vessel

- 3.5.6.4 theft following upon forcible entry into the vessel or place of storage
- 3.5.6.5 theft of outboard motor provided it is securely locked to the vessel by an anti-theft device in addition to its normal method of attachment
- 3.5.7 to motorboats and other craft with a maximum speed exceeding 70km per hour
- 3.5.8 to the vessel, when waterborne, whilst towing or being towed except when craft are in distress or as is customary.

4. Liability to Third Parties

- 4.1 We will indemnify you against all sums including claimant's costs and expenses for which you by reason of your interest in the vessel become legally liable following
 - 4.1.1 death of or bodily injury to any person
 - 4.1.2 damage to property
 - 4.1.3 any attempted or actual raising, removal or destruction of the wreck of the vessel or any neglect or failure to raise remove or destroy it.
- 4.2 In terms of liability to third parties 4.1 above we will indemnify any person who is piloting the vessel with your permission provided such person
 - 4.2.1 is not entitled to indemnity under any other policy
 - 4.2.2 as though he were you is subject to the terms of the policy as far as they can apply
 - 4.2.3 has not been refused any insurance for a sailboat, motorboat or small water craft.
- 4.3 In terms of liability to third parties 4.1 above we will indemnify a water-skier or parasailor whilst being towed by the vessel provided such person
 - 4.3.1 is not entitled to indemnity under any other policy
 - 4.3.2 as though he were you is subject to the terms of the policy as far as they can apply.

5. Special Exclusions Relating to Liability to Third Parties

We will not be liable for

- 5.1 more than R200 000 including all costs and expenses for any one accident or series of accidents arising out of one event
- 5.2 death of or bodily injury to
 - 5.2.1 a member of your family
 - 5.2.2 any person employed by you under a contract of service or apprenticeship who is killed or injured in the course of such employment
- 5.3 loss or damage to property belonging to or held in trust by or in the custody or control of you or your family
- 5.4 loss, damage, injury or liability
 - 5.4.1 arising whilst the vessel is being towed by any motor vehicle
 - 5.4.2 involving a trailer except when intentionally not coupled to a towing vehicle
 - 5.4.3 accepted by agreement which would not have attached in the absence of the agreement.

6. Special Exclusions Relating to the Entire Small Craft Section

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

- 6.1 outside the territorial limits of Namibia and the Republic of South Africa and, subject to a maximum cruising limit of 25 nautical miles, off the coast of these countries and Botswana, Lesotho and Swaziland
- 6.2 while the vessel is let out on hire or charter or used in connection with any business, trade or occupation or for other than private purposes
- 6.3 while the vessel is being used for racing, speed or other contests, competitions or tests (including regattas), or trials in connection therewith. This exclusion will not apply if the vessel is a sailing boat or yacht and the vessel is only under sail power.

7. Special Conditions Relating to the Entire Small Craft Section

- 7.1 We will be entitled to decide the port to which a damaged vessel shall proceed for docking or repairs (the actual additional expense of the voyage arising from the compliance with the Insurer's requirements being refunded to you) and we will also have a right to veto the place of repair or the repair firm proposed. Whenever the extent of damage is ascertainable we may take, or require to be taken, tenders for the repair of such damage.
- 7.2 In the event of immersion of the motor(s) in water, it is your duty to ensure that such motor(s) are immediately flushed out and restarted if practicable.
- 7.3 It is a condition of this insurance that
 - 7.3.1 when the vessel is underway, you or other competent person(s) shall be on board the vessel
 - 7.3.2 the vessel is conveyed on a properly constructed and designed trailer or in or on a suitably modified vehicle
 - 7.3.3 while the vessel and/or her motor(s) are left unattended for a continuous period in excess of 12 hours, we will not be liable unless the vessel and/or her motor(s) are located at a marina or a recognised place of mooring, within the confines of your private dwelling, at any boat yard or place of repair or any other recognised place of storage
 - 7.3.4 where the vessel is being launched through surf or being used on the open sea, the vessel be fitted with at least two motors in workable and readily usable condition
 - 7.3.5 any vessel fitted with inboard machinery shall carry a fire extinguisher or extinguishers properly installed and maintained in efficient working order.
- 7.4 In the event of loss of or damage to a glitter or decorative finish, masts, spars, protective covers, sails, standing and running rigging and motors, up to one-third in respect of new material replacing old may be deducted.

Section 10 – SASRIA (Riot)

SASRIA insurance (generally known as unrest, riot, strike or public disorder cover) will be arranged for the property insured by Section 1 – Houseowners, Section 2 – Householders, Section 3 – All Risks, Section 6 – Motor, Section 7 – Caravans/Trailers and Section 9 – Small Craft with SASRIA Limited by us. The premium for this SASRIA cover is stated on the schedule and a separate policy/certificate is issued by us on behalf of SASRIA Limited. A specimen of the policy/certificate wording is available upon request.

