

**Prestige**

**Hollard.**

## CONTENTS

|                                |     |
|--------------------------------|-----|
| INTRODUCTION TO YOUR POLICY    | 3   |
| GENERAL TERMS AND CONDITIONS   | 9   |
| GENERAL EXCLUSIONS             | 19  |
| HOW WE SETTLE YOUR CLAIM       | 24  |
| SECTION 1 – HOME               | 43  |
| SECTION 2 – CONTENTS           | 56  |
| SECTION 3 – ASSETS SPECIFIED   | 72  |
| SECTION 4 – FINE ARTS          | 77  |
| SECTION 5 – PERSONAL LIABILITY | 87  |
| SECTION 6 – PERSONAL ACCIDENT  | 94  |
| SECTION 7 – WATERCRAFT         | 102 |
| SECTION 8 – MOTOR VEHICLE      | 111 |
| SASRIA SOC LIMITED             | 130 |
| IMPORTANT INFORMATION          | 155 |

## Introduction

---

|                                           |   |
|-------------------------------------------|---|
| Introduction                              | 4 |
| Your full and correct disclosure of facts | 4 |
| The role players                          | 4 |
| How we handle your personal information   | 5 |
| How to contact us                         | 5 |
| How to complain                           | 5 |
| Report insurance fraud                    | 7 |
| About your sum insured                    | 7 |

## Introduction

This is a contract of insurance which consists of the policy wording and the accompanying schedule, which should be read together to ensure they fully reflect your instructions. Please read your schedule carefully to ensure that it has been prepared in accordance with the cover you have requested. If it is not correct, please return the document immediately to your broker with your instructions and they can make the necessary changes. Failure by you to advise us of any material changes to the information may result in us rejecting your claim or your policy may be voided.

Your policy wording details all the covers available when you purchase a personal insurance policy from us. However, not all the covers may be applicable and your schedule will show which covers are in force and the amounts insured where appropriate. You may request to increase or add elements of cover under this policy where required.

This policy records the terms and conditions of the contract between us, The Hollard Insurance Company Limited (Reg. No. 1952/003004/06) and the policyholder whose name appears in the schedule. The policyholder is represented by the broker whose name appears in the schedule.

If you are unsure what information may be material to your policy or whether you need to advise us of any change, please contact your broker for advice.

At renewal of your policy, you will be provided with an updated schedule. Any changes to your cover provided under your policy will be reflected either in an amendment to your cover or a new policy wording.

We will cover you for events that take place during the time that you are insured, subject to any restrictions in the contract of insurance in accordance with what is stated in your policy wording on condition that you meet all the terms, conditions and requirements as listed in this policy wording and accompanying schedule.

## Your full and correct disclosure of facts

You must make sure that all the information you give us about yourself, your property and your risk profile is accurate. This will include information about your financial situation, such as insolvency, taking up a dangerous sport like hang-gliding or a change in the driver of your vehicle. Incomplete or incorrect information could affect the validity of your policy, and may result in us voiding your policy.

You must tell us immediately of any material changes that may increase the risk of loss or damage to your insured property. We will then have the right either to cancel the policy, or let it continue with new terms and conditions.

## The role players

### Broker

This is the brokerage, contact person or agent, acting on your behalf that will maintain your policy, communicate with you and be the contact point between Hollard and you for submission of your claims, or for any changes to policy details, confirmation of policy or claim information and in other related matters.

## Insurer

The Hollard Insurance Company Limited (Reg. No. 1952/003004/06), known as Hollard, is a licensed Non-life insurer and we undertake to cover you for the events as described in this policy wording. You will be covered only for the period of insurance for which you have paid your premium. The amount of cover will be restricted to the sum for which you or your property is insured as recorded in your schedule. The Hollard Insurance Company Limited is a licensed Non-life insurer and an authorised Financial Services Provider.

## How we handle your personal information

We care about the privacy, security and online safety of your personal information and we take our responsibility to protect this information very seriously. Below is a summary of how we deal with your personal information. For a more detailed explanation, please read our official Privacy Notice on our website.

- **Processing your personal information:** We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.
- **Sharing your personal information:** We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys.
- **Accessing your medical information:** We may ask you to undergo any necessary medical testing or examinations. We may also ask you to send us any medical information including the results of any blood testing we need to accurately assess our risk or your claims.
- **Protecting your personal information:** We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access and disruption of services.
- **Receiving marketing from us:** We will not use your personal information to send you any information about products or offers from Hollard or Hollard's partners. However, we will still send you communications about this product.

## How to contact us

All written communication relating to this policy (including claim rejections and legal proceedings) must be sent to this address:

The Manager – Hollard Insure  
The Hollard Insurance Company Limited  
PO Box 87419  
Houghton 2041

Tel: 011 351-5000  
Website: [www.hollard.co.za](http://www.hollard.co.za) (Click on the "Contact us" button at the top of the page)

## How to complain

We hope that you never have reason to complain, but if you do, there are a couple of options available to you. While you may contact the Ombudsman at any time, or take legal action against us within 270 days of a claims decision, we would encourage you to please contact your broker first, and follow the five-step process below.

### Step 1: Complain to your Broker

If you have a complaint about this policy or the service you received from us, please contact your broker to discuss your complaint.

## Step 2: Complain to Hollard

Should your complaint not be resolved by your broker, please contact us on our dedicated complaints contact details and we will do our best to find a solution to your complaint. If we do not accept a claim or if you don't agree with the amount of the claim, you may ask us to review our decision within 90 days of the date that you received our decision.

Hollard Insure Complaints Team  
The Hollard Insurance Company Limited  
PO Box 87419  
Houghton 2041

Tel: 011 351 2200 on weekdays between 8am and 5pm  
Email: [hollardinsurecomplaints@hollard.co.za](mailto:hollardinsurecomplaints@hollard.co.za)

## Step 3: Complain to Hollard's Internal Adjudicator

If you are still unhappy after you have asked us to review our claims decision, you may email Hollard's Office of the Internal Adjudicator (OIA). The Internal Adjudicator will investigate your complaint objectively and independently.

Email: [oia@hollard.co.za](mailto:oia@hollard.co.za)

Tel: 011 351 5652 Fax: 011 351 0801

## Step 4: Complain to the Ombudsman

In the unlikely event that you are still unhappy after following the steps above, you may send your complaint to the following Ombudsmen, depending on the nature of your complaint.

### Complaints on how this policy was sold to you

If you have a complaint about how this policy was sold to you and your complaint is not resolved to your satisfaction by your broker or Hollard, you may contact the FAIS Ombudsman. You must do so within six months after receipt of the final response to your complaint from your broker or from Hollard.

The FAIS Ombudsman  
PO Box 74571  
Lynnwood Ridge  
0040

Tel: 012 470 9080 or 012 762 5000  
Fax: 011 726 5501

The FAIS Ombudsman  
Menlyn Central Office Building  
125 Dallas Avenue  
Waterkloof Glen  
Pretoria, 0010

Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)  
Web: [www.faisombud.co.za](http://www.faisombud.co.za)

### Complaints on anything else

The Ombudsman for Short-term Insurance provides a free and speedy complaints resolution process, and you may send your complaint to the Ombudsman on the following details:

The Ombudsman for Short-term Insurance  
PO Box 32334  
Braamfontein  
2017

Tel: 011 726 8900  
Fax: 011 726 5501  
Email: [info@osti.co.za](mailto:info@osti.co.za)  
Web: [www.osti.co.za](http://www.osti.co.za)

## Step 5: Take legal action

You may take legal action against us within 270 days of the date that you received our claims decision. To take legal action, summons must be served on us. If this is not done in time, you will lose your right to claim and we will no longer be responsible for that claim. You may also choose to take legal action against us without first asking us to review our claims decision or contacting the Ombudsman for Short-term Insurance. If you take legal action against us before contacting the Ombudsman for Short-term Insurance, you can only approach them for assistance after you have withdrawn the summons against us.

## Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policyholders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims in order to keep your premiums as low as possible. Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated repair bills
- staged incidents
- false or inflated claims
- fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud: phone 0860 002 526 or SMS: 32269 or, email: [fraud@jacana.co.za](mailto:fraud@jacana.co.za). Let's work together to reduce the impact of insurance fraud on the community.

## About your sum insured

- **What is a sum insured?** The sum insured is the most you can claim for any one incident. The amount is stated in the schedule. The sum insured includes VAT and any adjustment you are entitled to.
- **Make sure your sum insured is adequate:** When you are under-insured you can be exposed to serious financial loss if a claim occurs. Make sure your home and contents are insured for the replacement value. Motor vehicles must be insured for the retail value or where agreed, for the sum insured stated in the schedule. It is your responsibility to decide on the value of your sum insured and ensure that your sum insured is adequate.
- **Review your sum insured regularly:** Make sure your sum insured is adequate; it is important to review it regularly and ask us to change the sum insured when required. New replacement prices on contents are constantly changing, especially for jewellery, valuables, photographic, computer, audio-visual equipment and electronic goods.

If you upgrade the size and standard of your home, it may increase the cost to rebuild your home. Your sum insured will need to reflect these types of changes.

We do offer an asset inventory service whereby we will appoint a surveyor to survey your assets and this cost might be charged for as an additional outsource fee.

- **If you over-insure:** We will not pay more than it costs us to reinstate, repair or replace. We will not refund any premium overpaid for over-insuring so it is a good idea to constantly review your sums insured.
- **Value Added Tax (VAT):** VAT is included in your sums insured limits and the most we will pay as stated in this policy wording and in your schedule.

General terms and conditions

---

|                       |    |
|-----------------------|----|
| General definitions   | 10 |
| General conditions    | 13 |
| Notify us immediately | 17 |

## General definitions

The words and phrases below have the same special meaning throughout this policy and are defined below or within the cover part of this policy wording where they are used or have a separate meaning. Throughout the policy, any words with a specific meaning will be in bold type.

- **Accident/accidental damage** means an incident that is sudden and unforeseen which you did not intend to happen, for example accidentally breaking kitchen tiles or breaking a window.
- **At the home or insured address** means within the home's domestic land boundaries located at the insured address stated in your schedule.
- **Average** means that if the amount required to replace or to reinstate all your property with similar new property amounts to more than the sums insured, you will be your own insurer for the difference. You will bear a proportionate share of the loss or damage.

Average under the contents section will be waived only if:

- an asset inventory has been conducted; and
  - if the calculated loss or damage amount does not exceed more than 10% of the contents sum insured; and
  - you have accepted the annual inflation protection increase.
- **Collection** means a number of items that, by being gathered together according to some underlying principle, has a greater value than the total value of all the individual items.
  - **Common areas** mean anywhere on the common property according to the strata, body corporate, unit title or similar law in the region or territory in which the insured address is located.
  - **Computer** means any computer, data-processing equipment, microchip, integrated circuit or similar devices in computer or non-computer equipment or any software, tools, operating system or any computer hardware or peripherals or otherwise-stored in or on any of the above, whether it is your property or not.
  - **Domestic employee** means domestic workers, staff, nannies, au pairs, drivers, gardeners or the like (full-time or casual) whom you employ in a domestic capacity at the insured address stated in your schedule.
  - **Forced entry** means unlawful entry into your home by a person/s using force, including entry by using stolen keys or remote controls or picking locks. It does not mean opening an unlocked door or window. Violence or threats of violence to persons to gain entry are regarded as evidence of violent and forced entry.
  - **Incident or event** means a single occurrence which is not intended or expected to happen.
  - **Limit** means the most you can claim for any one incident. It includes VAT.
  - **Loss or damage** means physical damage to your items insured which happens by accident and is sudden and unexpected/unforeseen and does not include wear and tear or reduction in value due to the passing of time.
  - **Material fact** means any piece of information which might affect either decision to provide insurance or the conditions of the insurance.

- **Malicious damage** means damage resulting from the deliberate, wilful or wanton act of any person that is committed with the intent to cause damage, including vandalism, but it excludes damage arising out of theft, hijack or any attempts thereat.
- **Policyholder** means:
  - any individual whose name is stated in the schedule, his/her co-habiting partner or spouse and directly related family members who are financially dependent on him/her who live with the policyholder permanently at the insured address; or
  - the company, close corporation or trust whose name appears on the schedule and the directors, members or trustees of the company, close corporation or trust.

In this policy, the policyholder is addressed as 'you', 'your' or 'yourself'.

- **Proposal form** contains the information provided by you together with the statements and declarations on which this policy is based. Along with this policy wording, the most recent schedule, any amendment to cover notice and your agreement to pay the premium, forms the contract between you and us.
- **Schedule** means the latest schedule we have given you. It is an important document as it shows the covers you have chosen, how much your excess is and other policy details such as the premium and fees that apply.
- **Set** means a group of similar or complementary items that belong or function together. For example:
  - golf clubs are a 'set' (the bag and buggy are separate items);
  - a camera 'set' is the camera body, case, standard lens, memory card or stick and standard accessories packaged by the manufacturer, when the camera was new;
  - a jewellery 'set' is any pendant, charm or brooch, attached to any necklace, bracelet or chain (whether detachable or not) or any pair of earrings or cufflinks.
- **Standard or non-standard construction**
  - Standard construction are homes that are built with walls of brick, stone or concrete and are roofed with slate, tiles, concrete, asbestos or metal.
  - Non-standard construction means anything that is not built with standard construction material, including thatch.
- **Student** means permanent members of your household who are studying full-time and are financially dependent on you.
- **Sum insured** means the most you can claim for any one incident, the amount stated in the schedule. The sum insured includes VAT.
- **Supplementary** means a document that updates or adds to the information in the schedule and/or policy wording.
- **Tenants** means any tenant or sub-tenant or boarder including their family and servants.

- **Unoccupied longer than 60 days** means the home is not furnished enough to be lived in, or no-one is eating, sleeping and living at the home for more than 60 consecutive days.
- **Virus** means a piece of unauthorised executable code which propagates itself through your computer system or network.
- A **warranty** means some conditions are so strict that they are actually guarantees on your part – for example, that all jewellery must be kept locked away in a safe. Make sure you understand all terms and conditions; if you do not, it may result in us refusing to pay you out for a claim.
- **We/us/our** means The Hollard Insurance Company Limited, Reg. No: 1952/003004/06 (Hollard).
- **What it costs us for repairs** means what it costs us to repair the item. For replacement, it means the retail price of the item as if it were new at the time of the loss or damage less any discount available to us.
- **Your family** means your spouse, co-habiting partner, children, parents, grandparents and relatives who permanently live with you most of the time and are financially dependent on you, and where applicable your personal legal representatives.

## General conditions

The following general conditions apply to all the sections of the policy. We may reject your claim if you fail to comply and/or reclaim any benefit already paid to you and we will be entitled to cancel your policy.

- **Due care means:**
  - you must take reasonable steps to prevent accidents, bodily injury or illness and to protect your property against loss or damage
  - you must keep any property insured under this policy in good condition and repair and ensure that every insured item is afforded a level of care and protection commensurate with its value.
- **Duty of disclosure** means you must make sure that all the information you give us about yourself, your property and your risk profile is accurate. This will include for example information about your financial situation, such as insolvency, taking up a dangerous sport like hang-gliding or a change in the driver of your vehicle. Incomplete or incorrect information could affect the validity of your policy, and may result in us voiding your policy.

You must tell us immediately of any material changes that may increase the risk of loss or damage to your insured property. We will then have the right either to cancel the policy, or let it continue with new terms and conditions.

If you are unsure it is better to tell us. If you do not tell us something which you know or should know is relevant, we might reduce a claim, reject a claim, cancel your policy or if fraud is involved, we can treat the policy as if it never existed.

- **Fraud or wilful acts** means you will lose all rights to claim under this policy if you or anyone acting on your behalf:
  - claims fraudulently
  - commits a deliberate, wilful or intentional act resulting in the loss or damage claimed for
  - submits fraudulent or false information or documents in support of a claim
  - deliberately exaggerates the total value of a claim.
- **Insurable interest** means you must have an insurable interest in the insured property. You must stand to benefit from its continuous undamaged existence; or to be prejudiced by its loss or damage; or by any liability which may occur.

- **Interests of financial institutions** means: If any financial institution has been noted as having an interest in the insured property, we will first pay that financial institution to the extent of their interest or the sum insured stated in the schedule, whichever is the lesser amount. If you act or omit to act in a way that may make this policy invalid, the interest of the bank or financial institution will not be prejudiced if:
  - the financial institution was not aware of the fact that you were in breach of the policy
  - you did not put in a fraudulent claim or cause the loss or damage yourself.

You must pay any additional instalment or payment owed to the financial institution.

- **Inflation protection** means the maximum amount for which you are insured on your contents and/or home will be adjusted annually in line with inflation. It remains your duty, however, to make sure that the sum insured reflects the full replacement value of the insured property at all times.
- **More than one named insured** means if there is more than one named insured stated in your schedule, we will treat a statement, act, omission, claim or request to alter or cancel your policy made by one as coming from all those named as insured in your schedule.
- **Other insurance** means if a claim payable under this policy is payable under any other policy we will pay only our proportional share of the claim.
- **Overlapping of duplicate cover** means if an insured event occurs and there is overlapping or duplicated cover under different sections of your policy for the same loss, damage or liability you must decide under which section you will submit your claim. You may not submit separate claims under different sections of the policy for the same event.
- **Pay your premiums on time**

Your premiums – whether paid monthly or annually – must reach us on time. All premiums are payable in advance, before your policy starts.

- Monthly premiums

Monthly premiums are payable by bank debit order unless we have agreed otherwise, but only as an interim arrangement.

Your very first premium must be paid on time in advance; there is no grace period.

A grace period is where we have agreed to keep you covered for a specific period, although your premium for that period has not been paid on time. The grace period always ends on the date the next premium is due.

If you miss a payment for any subsequent month, we will keep you covered for that month as a grace period. We will, however, request payment (by debit order) of two months' premium the next month. If we do not receive the two months' premium, or you instruct your bank to stop the payment, your policy will be automatically cancelled. This cancellation will be backdated to the date on which your first payment was supposed to have been made. No cash payment by you after the grace period, without our prior agreement, will be accepted or will reverse this cancellation.

– Annual premiums

If you are paying annually, you are allowed a 30-day grace period after the start of your policy to settle your payment. If you miss this deadline, your policy will automatically lapse. Any claims you may make during the grace period will not be settled until you pay all premiums still outstanding, or agree to them being deducted from any settlement.

- **Period of insurance** means the time for which this policy is in force as stated in the schedule. If you pay your premium annually, cover continues to the anniversary date of your policy plus any period for which you renew your policy. If you pay your premium monthly, the period of cover continues for each calendar month for which you have paid the premium.
- **Precautionary measures** means if you declared precautionary measures at any time during the period of insurance, or any such measure is a prerequisite for cover as stated in your schedule, you must ensure that these measures are in place and in working order at the time of loss or damage for which a claim is submitted. If these measures are not in place, fully maintained and in working order there will be no cover.
- **Proof of ownership and value** means when you make a claim we may ask you to give us proof of ownership and value for what you are claiming for. This is especially important for valuables and items listed in your schedule and/or any supplementary documentation, especially items such as jewellery, electronic items and watches.

There are some items where we will reduce or reject a claim unless you have proof of ownership and value. We have provided a further explanation on this under the section 'How we settle your claim'.

- **Reinstatement of sum insured** means the sum insured stated in the schedule will not be reduced by the amount of any claim.
- **Rights to you only** means nothing in this policy is intended to give any person other than you or us any right to enforce any term of this policy.
- **Special conditions** means we may impose special conditions on your policy that might exclude, restrict or extend cover for a person or particular matter. Any imposed conditions will be stated in your latest schedule. It is important that you read your schedule carefully.
- **Sum insured or limit must be stated** in the schedule. Any maximum amount which is left blank or has no monetary amount against it is not insured by the policy.
- **Survey** means we may ask a surveyor to survey and quantify the value of your home and/or contents at any time. Based on the outcome of this survey, we may do any of the following:
  - change the terms, conditions and exclusions of your insurance by giving 31 days' notice
  - increase the value of your sum insured
  - cancel your insurance by giving 31 days' notice
  - treat your policy as null and void.

It is important to note that the responsibility to verify and agree that the values are adequately stated and reflected in the survey remains with you.

- **Terms of the policy** means you have to ensure that you, your spouse, partner, children, parents, grandparents and relatives who permanently live with you and are financially dependent on you comply with the terms and conditions of this policy. You must read your schedule and any changes to it and the policy together. Any specific meaning that has been given to a specific word or expression in any part of the policy is the meaning we intend it to have.

No waiver of any terms, conditions, exclusions or endorsements to this policy will be valid unless we have agreed to it. The policy falls under the jurisdiction of the courts of law of the Republic of South Africa. It does not include any awards including costs and expenses of legal processes that a court of law may allow anyone who claims against you if these do not come from a court of law in the Republic of South Africa.

- **What does 'no claim bonus' (NCB) mean?** A discount on your premium as a reward for your good driving and/or insurance history. On each renewal, your discount will increase, provided you have not made any claims that affect your NCB. Your NCB will keep increasing until you reach the maximum discount level. If you are eligible, your NCB is stated in your schedule. When you are paid out for a claim, you may find that your NCB is reduced and your premium increased.

We have the right to alter the terms of cover for maximum NCB, including excess, premiums and acceptance of cover according to our underwriting rules.

- **What happens with policy changes and cancellations?**
  - You can change or cancel your cover or policy at any time and the cancellation takes effect on the date you request us to cancel it.
  - We may change or cancel your cover or policy by giving you 31 days' written notice thereof at your last known postal address. We will refund any money we owe on a pro rata basis.
  - If we cancel your policy due to fraud, we will not refund any money to you.

## Notify us immediately

- **When your home will be unoccupied:** When your home will be unoccupied for more than 60 consecutive days all cover stops unless we have agreed to it in writing and you pay us any additional premium we may require.
- **When you alter, extend or renovate** your home you need to notify us 60 days before you start.
- **You must also contact us immediately** when any details stated in your schedule are no longer accurate. You are also allowed to request a change to the policy at any time. For example:
  - you change your insured address
  - you have a criminal history relating to fraud, theft, burglary, drugs, arson, criminal, malicious or wilful damage
  - you alter sums insured, or
  - you replace your vehicle.

Note that the changes you request may require us to amend the terms and conditions of the policy.

General exclusions

---

|                      |    |
|----------------------|----|
| General exclusions   | 20 |
| Sasria SOC Ltd cover | 22 |

## General exclusions

We do not cover you for any claim for loss, damage, death, injury or liability, which is caused by or results from:

- **Riots, wars, political acts, terrorism or any attempt at such acts:**  
Generally, this refers to loss or damage to property, death or bodily injury or liability directly or indirectly related to or caused by riots, political acts, war, public disorder, terrorism or any attempted act of this kind for which we cannot reasonably be held responsible. They include:
  - Civil commotion, labour disturbances, riot, strike, lockout or public disorder, or any act or activity which is calculated or directed to bring about any of the foregoing
  - War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
  - Mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law, or state of siege, insurrection, rebellion or revolution
  - Any act or attempted 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
  - Any act or attempted act which is calculated or directed to bring about loss or damage or bodily injury, in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof
  - The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above.
- **Any act of terrorism** means the use of threat or violence or force for political, religious, personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.
- **Loss, damage or liability caused by incidents covered by legislation** means 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 in South Africa is the Road Accident Fund Act.
- **Nuclear risks:** These are risks associated with the nuclear industry in general. They include nuclear-weapons material; ionisation, radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste; and combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission or fusion.
- **Nationalisation** means nationalisation, confiscation, commandeering or requisition by any lawfully constituted authority.
- **Work stoppage** means stoppage or slowing down of any work, process or operation.

- **Computer processes** means the failure of any piece of computing equipment, or any of its associated hardware and peripherals, to recognise a date, leading to the inability to perform its computing functions. It also includes costs and expenses incurred by you to reinstate data or programs lost as a result of accidental erasure. This is on condition that the lost data or programs were not caused by:
  - program errors
  - a virus or malware (harmful software such as viruses or Trojans)
  - inadvertent cancellation, corruption of data or incorrect entry.
- **Asbestos** means any loss or damage that arises as a result of contact with asbestos in any form or quantity. This is because of the inherently hazardous nature of the substance.
- **Contractual liability** means any loss arising from any contractual liability.
- **Mining operation** means any loss or damage other than earthquake caused or aggravated directly or indirectly by or arising from any mining operation or mining activity.
- **General exclusions** this policy does not cover:
  - loss, damage or liability when it is caused intentionally by you or with your knowledge or consent
  - any loss or damage, injury, liability or claim that arises from any dishonest act, theft by false pretences or fraudulent act or representation of a third party
  - any loss, damage, cost or expense that arises directly or indirectly from customs officials, policing services, crime prevention units or other officials or authorities detaining you, or confiscating, making you forfeit, impounding, demanding, detaining or legally seizing your property
  - any consequential loss or indirect loss or damage which results directly or indirectly from any causes whatsoever, unless your policy specifically provides for such an event
  - claims in excess of the sum insured/insured amount or limits stated in the schedule
  - any excess amount payable
  - wear and tear or breakdown due to any damage to consumable parts or parts with a limited lifespan
  - malicious damage or theft if the home is unoccupied for more than **60** consecutive days
  - mechanical, electrical or electronic breakdown, defect or failure unless otherwise stated
  - items that fail while still under any manufacturer's warranty or guarantee, maintenance or lease agreement.
- **Trade and economic sanctions:** We cannot provide any cover where to do so would violate trade or economic sanctions. Should we become aware of the fact that you are subject to such sanctions, we would have to void (cancel) your policy from its start date. We will refund any premiums due to you, and no claims will be payable.

## Sasria SOC Ltd cover

You have the choice to take out cover provided by Sasria SOC Ltd (Reg. No. 1979/10002871/06) for loss or damage to your property if it is caused by unrest, riot, strike or public disorder. We do not underwrite the covers provided by Sasria SOC Ltd, it is provided according to the terms of the Sasria SOC Ltd coupon. You can contact Sasria for more information:

PO Box 7380, JOHANNESBURG, 2196

Tel: (011) 881-1300

Fax: (011) 783-0781

Email:

How we settle your claim

---

|                                               |    |
|-----------------------------------------------|----|
| How we settle your claim                      | 25 |
| Making a claim                                | 25 |
| How to establish your loss                    | 27 |
| How we settle your claim                      | 28 |
| Definition of proof                           | 31 |
| Minimum proof of ownership and value          | 31 |
| Warranties                                    | 33 |
| Your excess                                   | 37 |
| Motor vehicle claims                          | 38 |
| Does your claim affect your cover and premium | 41 |
| What we will do after a claim is paid         | 41 |

## How we settle your claim

The following conditions on 'How we settle your claim' apply to all sections of this policy. We may reject your claim if you fail to comply and/or reclaim any benefit already paid to you and we will be entitled to cancel or void your policy.

## Making a claim

### When to make a claim

Please contact your broker to notify us of a claim, within 72 hours, if possible. This will help us to resolve your claim quickly. You must notify us of the claim within 30 days of the loss or damage taking place.

- **How to make a claim**
  - Make sure everyone is safe.
  - Inform the police immediately. This is particularly important when property has been stolen, a motor accident has occurred, people have been injured or died, or a criminal act is suspected.
  - Take all reasonable steps to recover any stolen property and where safe to do so, find the guilty person.
  - Keep details of the date on which the incident was reported, name of the police officer, police station and the report number.
  - Take reasonable, necessary steps to prevent or minimise any loss, damage, injury or liability. This includes taking appropriate emergency measures and action to prevent or minimise any future loss, damage, injury or liability.
  - Contact us without further delay. If you delay reporting your claim, we will not pay for any additional loss or damage caused by your delay.
- **Legal Liability Claims**
  - Tell us about any incident that has caused injury to others or damage to other people's property.
  - Tell us immediately of any demands made on you to make payment to others. Send any court documents, letters of demands or any settlement offers to us.
  - If you make a legal liability claim that is covered under this policy we can decide to defend you, settle any claim against you or represent you at an inquest, official enquiry or court proceedings.
  - If we decide to defend you, settle any claim against you or represent you, then you have to give us all the help we need including help after your claim has been settled.
- **What you must not do**

When an incident occurs that could result in a claim:

  - do not get rid of damaged parts of your home, contents or motor vehicle without our consent
  - do not carry out or authorise repairs without our consent unless you are not able to contact us and the repairs are necessary to prevent further loss or damage
  - do not admit liability or responsibility to anyone unless we agree
  - do not negotiate, pay or settle a claim with anyone unless we agree.

○ **Additional information we may request on motor claims:**

- the location of the vehicle
- copy of your driver's licence
- names, addresses, ID numbers/licence details of drivers of your vehicle involved
- details of the owner/s of the other vehicle/s or property involved
- makes and registration numbers of all vehicles involved
- injuries sustained by any of the parties
- photographs of damage caused and the scene of the accident.

○ **Windscreen claims**

It is important that you use a Hollard-approved service provider to carry out windscreen repairs or replacement. You must contact your broker and follow their instructions to have your windscreen replaced. You must have our authorisation before you have the windscreen replaced or repaired.

○ **If you do not comply** with any of the points above we can reduce or reject your claim.

## How to establish your loss

- **Establish that an incident took place**

When making a claim you must be able to prove that an incident covered by your policy actually took place. If you do not do this, we will not be able to pay your claim.

- **Describe your loss or damage**

You must also give us accurate and full details of what was lost, stolen or damaged and give us proof of value and ownership for items claimed.

- **When you have a claim**

Usually allowing us, a repairer or an expert appointed by us, to look at what is damaged is all that is needed to prove your loss. We may ask you for proof of ownership and value of items claimed for.

- **Things you must do**

- If we ask you to, you must talk to or meet with an expert we choose, such as a claims assessor, investigator or repairer.
- Allow us to arrange for experts to assess the damage and to quote on repair or replacement.
- Provide us with a quote for repair or replacement if we ask for this. If you use our recommended repairers (when available), there is no need to obtain your own quotes.
- Consult an expert if we ask for this and provide any information the expert requests.
- Allow us to contact your security company and have access to your keypad to verify alarm activation.

- **Other things you must do**

- You must promptly give us any information and help we require to handle the claim. This can include agreeing to be interviewed and providing relevant documents we ask for (for example, proof of ownership).
- You must either drive (if it is safe to do so) or let us move your vehicle to one of our assessment centres or repair facilities, or another location nominated or agreed to by us, so we can assess the damage and process your claim.
- You must allow us to recover, salvage or take possession of your vehicle.
- If we ask you to, you must attend court to give evidence.
- You must lay a charge due to the dishonesty of any member of your family or immediate household, domestic employees or contract workers, whether acting alone or in collusion with others.

Your co-operation is extremely important. If you do not co-operate we may reject your claim or we may be unable to assess and pay your claim.

## How we settle your claim

### ○ **Claims preparation costs**

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

### ○ **Claim settlement basis**

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

### ○ **Dealing with defects**

- We do not pay for loss or damage caused by defective workmanship or materials, structural faults or **design faults** at your home that you knew about and did not fix before the loss or damage occurred.
- If an **unknown defect** is the cause of the damage:
  - we do not pay for loss or damage caused by **defective workmanship** or **materials**, but
  - if the loss or damage was caused due to a **structural fault** or **design fault** we will pay for the resulting damage only.
- When we accept a claim we do not pay to rectify **defective workmanship** or **materials**, **structural faults** or **design defaults** that existed at your home before the damage occurred.
- Once you become aware of defective workmanship, a structural **fault** or **design fault at the home**, you must rectify it as soon as possible because there is no cover for loss or damage due to such defects. If you do not rectify the defect or fault to acceptable standards at your expense or cost, we will not cover you or might not offer to renew your policy.

- **Examination under oath**

We have a right to examine you under oath as often as we require. We may ask you to give us a signed description of the circumstances surrounding a loss and to provide us with any records, documents, information or evidence that we request.

- **Further damage after an accident**

If your vehicle is in an accident and is used or driven before the repairs have been done, you will be responsible for the cost of repairs for any further damage to the vehicle related to the accident.

- **Items in pairs and sets**

If you lose or damage an item that is part of a pair or set we will decide how to compensate you for the loss or damage by:

- restoring, repairing, rebuilding or replacing the lost or damaged item, or
- paying you out a portion of the value in line with the total value of the pair or set.

- **If we decline a claim** we will provide reasons for our decision to decline it and if your claim is lodged, we will send you written confirmation.

- **Recovered property**

In the event where a recovery of the property, motor vehicle or item from a collection has been made after we have settled a claim, we will notify you in writing. You will have the option to purchase the property, motor vehicle or item back from us. The amount payable will be the amount paid to you by us when the claim was settled.

You will have 30 days to notify us of your decision about purchasing the property or not after which we have the right to dispose of it as we see fit.

- **Settlement of your claim**

We will settle all valid claims as quickly as possible. We must investigate the validity of all claims, and delays in approving claims may occur. Your cover will be limited to the amount and settlement basis stated in your schedule and your policy wording, less your excess amount. Your excess amount will be the total of your basic excess and any additional excess amounts that apply to the specific claim, as stated in your schedule.

- **Total loss**

We have the right to decide when the insured property can be declared a total loss. A total loss is when the cost of repairs plus salvage or replacement of the item amounts to more than the sum insured of the item at the time of the loss.

## ○ **Time limits**

- If we reject a claim in writing or if you dispute the outcome of your claim you may, within 90 days from the date of receiving such communication from us, make written presentations to us of your objection. Immediately following this, you have a further 180 days in which to serve a summons on us. If you do not serve a summons on us within this period your right to challenge the decision is forfeited.
- We are not liable after 365 days from the date of the event that gives rise to a claim, unless the claim is the subject of pending court action or arbitration; or is a claim in respect of your legal liability to a third party.

## ○ **Time period to start repairs**

Repairs to your vehicle must start within six months of the date that we approve your claim. If you delay the repairs after this period, we will pay only the agreed amount at the date of our authorisation of the claim and you will be responsible for the balance if the cost of repairs increases.

## ○ **When we cannot match materials**

- When the insured property is repaired we are not obliged to do so exactly or precisely but only as circumstances reasonably allow at our discretion. If we cannot find new materials to match undamaged parts, we will use the closest match available to us.
- We will do this only to the part of the structure or room where the loss or damage has occurred. We will not pay for matching building materials to create a uniform effect throughout your home.
- If you are not satisfied with the materials we find as the closest match:
  - you can pay the extra cost of replacing undamaged parts of the home to achieve a uniform appearance if we agree, or
  - we will pay you what it would have cost us to repair or rebuild the damaged part.

## ○ **You may choose to rebuild your home**

You may choose to rebuild your building as close as possible to its condition when new on the same site or on another site and in the way you want.

Provided that:

- you start and finish within 12 months of the date of loss or destruction or damage
- we will not be responsible for any amounts that are more than the cost of repair or reinstatement.

## Definition of proof

These terms are used in the following pages and are defined below.

- **Proof of purchase** includes documents such as sales receipts or debit details on a credit card or bank statement. The proof of purchase should include the item description or code, a purchase price, date purchased and where the item was purchased.
- **Valuation** means a document completed by a qualified professional valuator before the loss occurred. This includes an item description, specifications and the cost to replace the item in South African Rand.
- **Original operating manual** means the original printed operation manuals that came with the item.
- **Manufacturer's box** means the original packaging reflecting the brand and model of the item.
- **Certificate of authenticity** means the original manufacturer's documentation.

## Minimum proof of ownership and value

We require proof when items are lost, stolen or badly damaged. While we understand it is not practical to keep proof for every household item you own, there are items we do expect minimum proof of ownership for and these are described on the following pages. If you do not provide the required minimum proof of ownership set out in the tables for these items, we may reject your claim. We have the right to ask you for more proof and will do so in writing.

### ○ Jewellery

| Amount claimed for each item or set | Minimum proof of ownership                                                                                                                                                                                      |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Up to R25 000                       | One of the following: <ul style="list-style-type: none"> <li>• proof of purchase that identifies the item</li> <li>• a full description and value from a jeweller obtained before the loss occurred.</li> </ul> |
| Over R25 000                        | A valuation by a qualified jeweller or professional valuator.                                                                                                                                                   |

### ○ Watches

| Amount claimed for each item or set | Minimum proof of ownership                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Up to R25 000                       | One of the following: <ul style="list-style-type: none"> <li>• proof of purchase that identifies the item</li> <li>• a certificate of authenticity</li> <li>• an original operating manual</li> <li>• the manufacturer's box.</li> </ul>                                                                                                                                 |
| Over R25 000                        | One of the following: <ul style="list-style-type: none"> <li>• proof of purchase that identifies the item</li> <li>• a warranty, guarantee or certificate of authenticity showing the model or serial number</li> <li>• the manufacturer's box if it states the model or serial number</li> <li>• a valuation completed by a qualified professional valuator.</li> </ul> |

○ **CDs, DVDs, records and other types of music, video and electronic media and storage items**

|                                     |                                                                                                                             |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Amount claimed for each item or set | Minimum proof of ownership                                                                                                  |
| Over R25 000                        | A list of items claimed plus photographs clearly reflecting the number of claimed items in the place where they are stored. |

○ **Paintings, pictures, works of art, sculptures and art**

|                                     |                                                                                                                                                                                                   |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Amount claimed for each item or set | Minimum proof of ownership                                                                                                                                                                        |
| Over R50 000                        | One of the following: <ul style="list-style-type: none"> <li>proof of purchase that identifies the item</li> <li>a valuation completed by a qualified professional valuator or dealer.</li> </ul> |

○ **Silver or gold items, items plated with silver or gold (other than jewellery and watches)**

|                                     |                                                                                                                                                                                                   |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Amount claimed for each item or set | Minimum proof of ownership                                                                                                                                                                        |
| Over R25 000                        | One of the following: <ul style="list-style-type: none"> <li>proof of purchase that identifies the item</li> <li>a valuation completed by a qualified professional valuator or dealer.</li> </ul> |

○ **Stamps, stamp collections, collector's pins, medals and collector's non-negotiable currency**

|                                     |                                                                                                                                                                                                   |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Amount claimed for each item or set | Minimum proof of ownership                                                                                                                                                                        |
| Over R25 000                        | One of the following: <ul style="list-style-type: none"> <li>proof of purchase that identifies the item</li> <li>a valuation completed by a qualified professional valuator or dealer.</li> </ul> |

○ **Collections or memorabilia**

|                                     |                                                                                                                                                                                                   |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Amount claimed for each item or set | Minimum proof of ownership                                                                                                                                                                        |
| Over R25 000                        | One of the following: <ul style="list-style-type: none"> <li>proof of purchase that identifies the item</li> <li>a valuation completed by a qualified professional valuator or dealer.</li> </ul> |

○ **Carpets or rugs that are hand-woven**

|                                     |                                                                                                                                                                                                   |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Amount claimed for each item or set | Minimum proof of ownership                                                                                                                                                                        |
| Over R25 000                        | One of the following: <ul style="list-style-type: none"> <li>proof of purchase that identifies the item</li> <li>a valuation completed by a qualified professional valuator or dealer.</li> </ul> |

## When you cannot supply required proof

If you are not able to reasonably substantiate your claim, we can reduce or reject your claim.

## Warranties

The following warranties are applicable to the following sections of your policy **Home, Section 1, Contents, Section 2** and **Fine Arts, Section 4** unless otherwise stated:

### All non-standard construction buildings

Your building of non-standard construction is covered for loss or damage caused by fire only if you comply with the following conditions:

#### ○ **Surge and fire protection**

- you must install surge protection (LPS) equipment in accordance with National Building Regulations (SANS specification)
- it must be installed by a person (LPS installer) who is competent to install, construct and test the LPS for compliance with the requirements
- you must also be in possession of an installation safety report issued by the designer or installer of the LPS
- it must be serviced at least once every three years by an LPS installer and you must supply us, in the form of a maintenance certificate, with written proof of this if required by us
- you must install at least a 5 kg CO<sub>2</sub> fire extinguisher in every kitchen or cooking area and on every floor or loft if the building is higher than one storey
- the fire extinguishers must be maintained and serviced at least once a year.

OR

#### ○ **Lightning conductors and fire protection**

If a lightning conductor is installed it must comply with the following requirements:

- the lightning conductor must be of adequate height to protect the entire building at a minimum angle of 45° from the top of the building to ground level
- where chimneys or gables are not protected a peripheral conductor must be installed around or along them and the conductor must be appropriately earthed
- the lightning conductor must be appropriately earthed to an electrode
- where metal is used in the construction of the thatch roof such as wire mesh or metal-coated insulation, the lightning conductor must be separately earthed
- under no circumstances should steel pipes, cables or electric wiring be in direct contact with the thatch
- there must be adequate clearance between the thatch and metal objects under it
- where metals used in the construction of the roof are not bonded and earthed, a minimum clearance of 1 m must be maintained between metals in the roof and water pipes, vent pipes, tanks, gas pipes, antennas, telephone and bell wires, burglar alarms and electrical wiring and conduiting

- the lightning conductor must be serviced at least once every three years by a specialist installer of conductors
- you must install at least a 5 kg CO<sub>2</sub> fire extinguisher in every kitchen or cooking area and on every floor or loft if the building is higher than one storey
- the fire extinguishers must be maintained and serviced at least once a year.

You must also comply with the following additional conditions if you have the following installed:

○ **Fire retardant**

- all wood or thatch treated with a fire retardant must be maintained according to the manufacturer's specifications or at a minimum interval not exceeding three years
- the treatment of the wood or thatch, as well as the maintenance of the fire retardant, must comply with SABS specifications
- you must supply us with written proof of this, if required by us.

○ **Chimneys**

- all chimneys must comply with National Building Regulations such as the height of the chimney and the materials used to construct it; it must not create a fire hazard to any adjacent material
- a non-combustible flashing must be installed on the roof around the chimney.

## **Safe warranty**

You have to keep each item of jewellery or watches valued in excess of the limit stated in the schedule in a locked safe that is fixed to the building when the building is unoccupied, or alternatively, the items should be worn or carried by you at the time of the loss. If not the payment will be limited to the amount stated in the schedule.

## **Tennis bracelet warranty**

Any jewellery item that carries the description of tennis bracelet must have a secure clasp which must be securely fastened while the item is worn. The clasp must be inspected by a jeweller every 12 months. If this is not adhered to we reserve the right to reject your claim.

## **Jewellery certificate warranty**

Before your cover starts, you must provide us with a valuation certificate from a registered jeweller or valuator. If you do not, we will not pay you more than the amount stated in the schedule for jewellery, gold, silver, platinum, watches, and precious or semi-precious stones.

### Security measures

The following security measures are applicable to the following sections **Home, Section 1, Contents, Section 2 and Fine arts, Section 4** unless otherwise stated:

### Precautionary measures

If you declared precautionary measures at any time during the period of insurance, or any such measure is a prerequisite for cover, you must ensure that these measures are in place and in working order at the time of loss or damage for which a claim is submitted. If these measures are not adhered to we reserve the right to reject your claim.

#### ○ **Burglar bars and security gates**

*(If stated in the schedule as applicable)*

- all opening windows, louvres and skylights must be protected by burglar bars
- security gates must be fitted to all exiting doors, and must be locked when your home is left unoccupied or unattended.

#### ○ **Alarm system**

- the alarm must be linked to a 24-hour armed-response service
- the alarm must be working properly
- it must be activated when your home is left unoccupied or unattended
- you must change the generic code to your own unique code.

Note that your alarm system may be required to include an electric fence or outside alarm beams. This is described in your schedule as perimeter security.

The warranty will not apply should the alarm malfunction due to a defect or circumstances unknown to or beyond the control of the insured.

The additional excess stated in the schedule will apply if the alarm malfunctions due to a defect or circumstances unknown to you or beyond your control at the time of theft, attempted theft or burglary.

If you are unsure of which security requirement applies, please check your schedule.

### **If you live in a high-security complex**

If your home is listed in the schedule as being in a high-security complex, then you must have the following security measures in place at all times, fully maintained and in working order:

- 24-hour access control to the complex
- a perimeter wall (minimum 1.8 metres high) with electric fencing, alarmed and linked to either a 24-hour armed-response service or the guardhouse
- when your home is left unoccupied:
  - all windows must be closed and
  - all doors leading outside must be locked.

In addition, the following security measures also apply if stated in the schedule:

- all opening windows, louvres and skylights must be protected by burglar bars
- security gates must be fitted to all exiting doors, and must be locked when your home is left unoccupied
- an alarm system must be installed complying with the following requirements:
  - the alarm must be linked to a 24-hour armed-response service
  - the alarm must be working properly
  - it must be activated when your home is left unoccupied
  - you must change the generic code to your own unique code.

Note that your alarm system may be required to include an electric fence or outside alarm beams. This is described in your schedule as perimeter security.

If you are unsure of which security requirement applies, please check your schedule.

## Your excess

### ○ What is an excess?

An excess is the amount you have to pay for each incident when you make a claim. We will deduct the excess from the amount of cover provided by your policy for the loss. The amount and types of excesses are stated in your schedule. Check your schedule now and familiarise yourself with the applicable excesses. The types of excesses are listed below:

- **Basic excess** means this excess applies to all sections of the policy wording.
- **Optional cover excess** means the excess applicable to optional cover.
- **Additional excess** means sometimes we might decide to impose an additional excess. There is a range of reasons why we might decide to impose an additional excess. If an additional excess applies it applies in addition to any other excesses.
- **Excess waiver** means if you selected this option it is subject to an additional premium and the basic excess applicable will be deleted unless stated otherwise in your schedule.
- **Flat excess** means if you selected this option it is subject to an additional premium and the basic excess applicable will be deleted unless stated otherwise in your schedule.
- **Voluntary excess** means if you selected this option it is subject to a discount and will be applied in addition to the basic excess applicable.

### ○ When multiple excesses apply: Depending on the circumstances, you might have to pay more than one type of excess when you claim.

### ○ One excess when you claim for your home and contents: If you have a claim for both home and contents for the same insured incident, we will calculate the excesses that apply to your home and contents separately. You do not have to pay both; you pay the higher of the two amounts only. You must pay the excess in full.

### ○ How to pay your excess

If your claim is approved, we will:

- ask you to pay your excess to a repairer or supplier, or
- ask you to pay us the excess, or
- deduct the excess from the amount of cover for the insured loss, and
- pay your claim.

## Motor vehicle claims

- If we agree to pay for a claim due to accident, loss or damage or theft to your motor vehicle, we decide if we will:
  - repair the damage
  - replace the damaged parts of your motor vehicle
  - pay you what it would cost us to repair or replace the damaged parts of your motor vehicle
  - settle your claim as a total loss, or
  - pay you up to the maximum you are entitled to under the applicable additional cover option.
- **If your motor vehicle is damaged**
  - **Choice of repairer:** You can choose to allow us to arrange for the repair of your motor vehicle or you may use your own repairer if we have agreed to this in writing.
  - **If your motor vehicle is not safe to drive** we will arrange to move it to either one of our assessment centres, repair facilities or to another location nominated by you and agreed to by us.
  - **If your motor vehicle is safe to drive** we will arrange a time with you to bring your motor vehicle to one of our assessment centres or repair facilities, or another location nominated by you and agreed to by us.
  - **If you allow us to arrange the repairs**
    - We ordinarily obtain one competitive quote from our approved repairers (where available).
    - We authorise the repairs based on the most appropriate quote and manage the repair process with the repairer.
    - We will keep you informed on the progress of the repairs.
  - **If you choose your own repairer**
    - After you obtain a quote from your repairer, we will:
      - arrange a time with you to drive your motor vehicle (if it is safe to do so), or
      - you must let us move it to one of our assessment centres or repair facilities, or
      - another location nominated by you and agreed to by us.
    - We will authorise the repairs if we agree that your repairer's quote is reasonable and it will result in your motor vehicle being repaired safely and in a cost-effective manner.
    - If the repairer is not an approved repairer or the warranty of your vehicle might be affected, we will ask you to sign an indemnity form.
  - **If we do not authorise repairs**, we will pay you what it would have cost us to repair your motor vehicle. The amount we pay is normally determined by obtaining a quote from a repairer of our choice.

- **When we authorise repairs to your motor vehicle we will:**
  - ensure the repair work is carried out properly
  - use new parts or second-hand parts that are consistent with the age and/or condition of your motor vehicle
  - only use manufacturer-approved parts if your vehicle is under warranty (but not under an extended dealer or manufacturer's warranty).
- **When we repair your motor vehicle we will not:**
  - pay extra to repair your motor vehicle to a better standard, specification or quality than what it was in before the loss or damage
  - fix a fault or defect in your motor vehicle that existed before the loss or damage occurred unless the fault or defect was due to repairs previously authorised by us
  - pay for repairing pre-existing damage.
- **Contribution to repairs**
  - You might have to contribute to the cost of repairs as a result of the vehicle not being maintained, wear and tear, weather conditions, rust or corrosion. We will determine how much you pay depending on how worn these items were when the damage happened.
  - If you do not agree to pay these amounts, we will pay you out the amount determined to be the cost of repairs less any contribution charges.
- **If your motor vehicle is a total loss**
  - Your motor vehicle becomes a total loss if it is stolen and unrecovered after 14 days or when we decide it is uneconomical, impractical or unsafe to repair.
  - No payment will be made until we are in possession of the title of the motor vehicle. Salvage becomes our property. You are required to render assistance to us to obtain the title and taking possession of the vehicle.
- **Personal property or caravan contents claims**

If we agree to pay a claim for loss, theft or damage to your personal property or caravan contents, we will decide if we:

  - repair or replace it to the same condition, standard and specification it was in before the incident, or
  - pay you what it would cost us to repair or replace it.
- **For all motor vehicles other than new vehicles**

We will pay you the retail value or sum insured stated in your schedule whichever is the lesser, less any deductions that may apply.

○ **We own the motor vehicle salvage**

- When we replace your motor vehicle or pay you for the total loss, your motor vehicle salvage, including any unexpired registration becomes our property.
- If we ask, you must provide your written consent to assist us to collect any unexpired registration.
- If another party is entitled to the salvage of your motor vehicle, then we will pay you or them the sum insured, less our estimate of the salvage value and any excess. This could, for example, occur if you had purchased your motor vehicle not knowing it was used as security on a financial agreement involving the previous owner. This means the credit provider may be entitled to the salvage of your motor vehicle.

○ **Mileage**

We reserve the right to establish the mileage on your vehicle at any time. Where the annual mileage you agreed with us has been exceeded, your premium may be increased to that which applies to the higher mileage driven. If we become aware that the annual mileage has been exceeded at the time of a claim, we may collect the higher premium from the start of the period of insurance and the additional premium will be deducted from the claim payment.

## Does your claim affect your cover and premium?

### ○ **After a home claim**

If we pay you part of the sum insured only, your home policy continues for the remainder of the period of insurance.

If we pay you the full sum insured all cover under your home policy stops. There is no refund for the unused premium.

### ○ **After a contents claim**

If we pay the full sum insured on your contents after a claim, your contents sum insured is automatically reinstated and cover continues for the period of insurance at no extra cost. You may need to change your insured address or change your contents sum insured. There is no refund of premium if you reduce your sum insured by the amount of your claim.

### ○ **After an Assets-specified claim**

If we pay you the sum insured for a listed contents item (for example, R500 000 engagement ring), or pay to replace it, cover for that item stops and there is no refund of unused premium. If you want cover for any new replacement item, you will need to contact us and apply for cover for the new item.

### ○ **No-claim bonus**

- A no-claim bonus applies to some sections of your policy as stated in the schedule. Please check your schedule now.
- If you have not claimed during the 12 months prior to renewal of your policy, your premiums may be discounted according to our scale of premiums. If we settle one or more claims, we will increase the premium according to our scale of premiums.
- Claims against certain types of covers, as agreed by us, will not affect your no-claim bonus discount.

## What we will do after a claim is paid

### ○ **Salvaged home contents**

We can take and keep any recovered or salvaged item/s and sell it and keep the proceeds after we have replaced the item or paid you for it.

### ○ **Our right to recover claims we pay from those responsible**

After we pay a claim under this policy, we can decide to take legal action in your name to recover money from the person or entity that caused the loss, damage or liability. You must give us all the help we need to do this. If we recover money that belongs to you and it was not part of the claim we paid, we will give this to you.

## Section 1 – Home

---

|                                       |    |
|---------------------------------------|----|
| Specific definitions for this section | 44 |
| Where we cover your home              | 45 |
| What is covered                       | 45 |
| Additional cover                      | 46 |
| Optional cover                        | 52 |
| What is not covered                   | 53 |

## Specific definitions for this section

- **Home:** The building at the insured address including the outbuildings such as garages, guest cottages, domestic employees' quarters, studios, stables, change rooms, garden sheds and greenhouses.
- **Home also includes:**
  - your or your tenant's permanent fixtures, fittings and improvements such as:
    - fixed wall coverings such as paint, wallpaper and wall tiles
    - fixed floor coverings including timber floor coverings, carpets and tiles
    - fitted furniture and fitted appliances.
  - electrical and gas appliances, light fittings if these appliances are permanently connected or plumbed to the electricity supply
  - domestic fixed fuel tanks, rainwater tanks, solar power and water systems, water recycling systems and geysers up to the limit stated in the schedule
  - fish tanks/aquariums including their stands and cabinets that are fixtures
  - keys or locks including the reprogramming of any alarms, electronic locks and/or security devices
  - swimming pools including swimming pool pumps, saunas, spa baths, hot tubs, ornamental ponds, fish ponds and fountains, permanently installed watering or irrigation systems
  - garden lights and lighting systems
  - underground water, gas and service pipes, cables, sewers and drains, domestic boreholes including pumps you own or are legally responsible for
  - terraces, patios, hard tennis courts, paved driveways, footpaths constructed of brick or concrete
  - glass doors, windows and sanitary ware, replacement of lettering or other ornamental work and alarm foil on glass
  - radio and television aerials, satellite dishes, their fittings and masts
  - fixed equipment: fixed filters, pumps, gate and door motors, fire and burglar alarm systems, electric fencing, generators, climate-control systems and air-conditioning plants.
- **Home does not include**

We do not pay for:

  - inflatable swimming pools or portable spas
  - a hotel, motel or boarding house

- water in:
    - tanks
    - swimming pools
    - spas or any other water container,unless specifically provided for by this policy.
  - loose or compacted soil, earth, gravel, pebbles, rocks or granular rubber (for example, sand on tennis courts or gravel driveways). We will, however, pay the cost to restore soil or earth to the extent that it is necessary to repair insured damage to your home
  - earthen walls, earthen and gravel driveways and earthen structures
  - dam walls
  - piers, jetties, bridges and culverts.
- **Subsidence, landslip or active soils**
    - **Active soils** means soil that changes in volume in response to changes in moisture content, i.e. increase in volume (heave or swell) upon wetting and decrease in volume (shrink) upon drying out.
    - **Ground heave** means the upward movement of soil supporting the building.
    - **Landslip** means the sliding down of a mass of land. It is, in effect, a small landslide and it typically occurs on a slope.
    - **Settlement** means normal settlement, shrinkage or expansion of the building.
    - **Subsidence** means sinking, i.e. the vertical, downward movement of soil. It includes settlement, which is a lateral movement.

## Where we cover your home

We cover your home only when it is situated in the Republic of South Africa.

## What is covered

- We will cover your home against loss or damage from an insured cause which happens at the insured address and in the period of insurance, subject to the terms, conditions, exclusions and limits of this policy.
- **Liability to the public:** We will cover you for personal legal liability under **Section 5, Personal Liability** as far as it applies to your liability as the owner of the home.

## Additional cover

When we accept a claim under your policy for an insured incident that happens in the period of insurance, you are also entitled to the additional cover. Additional cover is limited to the amount stated in your schedule. The excess stated in your schedule does not apply to additional cover unless specifically stated below and any voluntary excesses will be applicable.

- **Accidental damage** means unforeseen accidental damage to the home, up to the sum insured. We do not cover loss or damage due to cracking or scratching of sanitary ware or glass except for fish tanks. The excess stated in the schedule applies to this cover.

- **Alterations and additions to your home**

We will pay you up to the limit stated in the schedule for:

- loss or damage during the time of the new work at your home
- loss or damage of capital additions or completed extensions to the home provided that you advise us 60 days prior to the commencement of the changes and provided you pay any additional premium that we may require.

We will not cover you:

- if damage is caused by cracking, collapse, subsidence or damage to your home is caused fully or partially by the new work
- for accidental damage while alterations or additions are being carried out
- for theft unless there is evidence of violent and forced entry to or exit from the building
- for damage caused by water, storm or flood to any part that is not fully built
- for malicious damage or vandalism to unfinished parts of the new work.

- **Alternative accommodation/rent**

We will pay you for the rental amount due to you in respect of an insured home that you lease out, or the reasonable rent you incur up to the limit stated in the schedule for similar alternative accommodation and storage if your home cannot be lived in due to an incident covered under this section subject to the following terms:

- the maximum period for this cover is the period stated in the schedule
- we will decide on the alternative accommodation by considering the rental amount that would be reasonable to charge for a home of the same or similar value and location as the insured address stated in your schedule
- we will pay the reasonable costs for temporary accommodation in a guesthouse or hotel for not more than 14 days while you arrange your alternative accommodation
- the cover includes reasonable accommodation for your domestic pets, domestic workers and gardeners that were resident on the property at the time of the loss.

- **Buying a new home** means if you are buying a new home, we will cover the home for loss or damage. This cover is subject to the following:
  - the home must be insured with us and the premium paid
  - we will cover loss or damage up to the sum insured stated in the schedule
  - the cover will apply only from your signing the deed of sale and the transfer of the property into your name by the deeds office but limited to a maximum period of 90 days.
- **Fees and costs**
  - We will pay the necessary costs following the loss or destruction of or damage to your home up to the limit stated in the schedule to:
    - remove the damaged parts of your home from the insured address
    - cover extra costs for the compliance to the latest building regulations and laws
    - demolish the home if necessary, and
    - make the home safe if it cannot be lived in.
  - If we authorise the repair or rebuilding of your home, we will also pay the reasonable and necessary cost:
    - of temporary fencing
    - of fees from quantity surveyors, land surveyors, architects and engineers
    - of local authorities' inspection fees
    - for building application fees and legal work to repair or rebuild, and
    - additional costs for the compliance to the latest building regulations and laws.
  - We will not be responsible for the costs:
    - or fees connected with any undamaged parts of the home
    - you may incur in meeting any condition required by the Government or local authority of which they notified you before the damage occurred.
- **Fire department charges**

We will pay for any cost incurred to extinguish a fire or for preventing imminent fire damage to your home up to the limit stated in the schedule.
- **Garden and landscaping**

We will pay the cost of re-landscaping your garden following damage to your garden caused by fire, lightning, explosion, storm, wind, water, hail or snow, impact, vandalism, theft or attempted theft up to the limit stated in the schedule.

○ **Green building cost cover**

We will pay up to the limit stated in the schedule for the installation of green building products following a covered loss to your home or outbuildings. A green building product is one that we determine meets the industry-recognised green standard for that product category attributed to one or more of the following:

- use of less energy, water and/or natural resources
- creation of less waste, or
- providing a healthier environment for the people living inside.

The excess stated in the schedule applies to this cover.

○ **Hiring of security guards**

We will pay for costs reasonably and necessarily incurred in employing a security guard following loss or damage after a covered event provided the loss gives rise to a claim, up to the limit stated in the schedule.

○ **Home modifications**

We will pay the necessary cost of modifying your home to help your mobility if you or your family are injured as a direct result of an insured cause and this injury results in permanent paraplegia or quadriplegia and we have paid a claim for loss or damage resulting from this insured cause, up to the limit stated in the schedule.

○ **Large loss excess waiver**

The excess stated in your schedule will not apply in the event of a covered loss that is greater than the limit stated in the schedule. This cover does not apply to the subsidence excess and/or any additional or voluntary excesses stated in your schedule.

○ **Leak detection and repairs**

We will pay up to the limit stated in the schedule upon our authorisation for:

- any necessary costs you incur to trace the source of a water, gas or oil leak from any fixed domestic water or heating appliance and any necessary repairs that arise as a result of tracing the leak
- the costs incurred resulting from a water leak from the underground service pipes, sewers and drains for which you are legally liable inside the insured address,

provided that the first sign of the leakage must have taken place after the start date of this policy.

○ **Loss of water by leakage**

We will pay for charges levied by a local authority for water lost through leakage, breakage or bursts from pipes in your water mains system up to the limit stated in the schedule provided that:

- the consumption reading must be at least 50% more than the average of the previous four (4) readings preceding it
- you take immediate steps to repair the pipes affected on discovery of a leak by physical evidence or on receipt of an abnormally high water account
- leaking taps, geysers, toilet systems and swimming pools are excluded
- the insured address has not been unoccupied for more than 60 consecutive days
- we will not be liable for more than two separate incidents in a period of 12 months.

○ **Mechanical or electrical breakdown**

We will cover the sudden and unexpected electrical or mechanical breakdown of fixed equipment that you use solely for domestic purposes at your insured address up to the limit stated in the schedule. Refer to specific definitions of this section for a description of fixed equipment.

We do not cover loss or damage covered by any manufacturer's guarantee, purchase agreement or service contract.

○ **Power surge**

We will pay for loss or damage to:

- fixed, electronic or electrical equipment that forms part of your fixtures and fittings of your home because of lightning up to the sum insured
- fixed, electronic or electrical equipment that forms part of your fixtures and fittings of your home because of electrical surge or load shedding up to the limit stated in the schedule.

The excess stated in the schedule applies to this cover.

○ **Removal of fallen trees**

We will upon our authorisation pay up to the limit stated in the schedule to remove:

- fallen trees from your insured address
- trees at the insured address that are threatening to fall and cause damage to your residence, or
- trees in your garden at the insured address that are threatening to fall and cause damage to your neighbour's residence,

provided that the cause of the tree falling is as a result of fire, lightning, explosion, storm, wind, water, hail or snow, up to the limit stated in the schedule.

○ **Subsidence, landslip or ground heave standard cover**

If we agree to give the cover it will be stated in the schedule and an additional premium will be payable. This cover forms part of the sum insured for your home. We may request the completion of an additional questionnaire. We will cover any damage or destruction caused by subsidence, landslip or ground heave of the land supporting the buildings but excluding:

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

We further do not cover loss or damage caused by or arising from the following:

- normal settlement of a structure
- the inadequate compaction of infill or construction
- damage which existed prior to the commencement of the policy
- the removal or weakening of support to any home
- excavations on or under land other than mining operations
- defective design, materials or workmanship
- alterations, additions or repairs to the home.

If you are required to do so, you must prove that the loss or damage you are claiming for was caused by subsidence and landslip or ground heave.

The excess stated in the schedule applies to this cover.

○ **Temporary removal of fixtures**

When you claim for damage to permanent fixtures that are temporarily removed from the home to be repaired or restored, we will pay up to the limit stated in the schedule, provided that the items are not removed for a period exceeding 60 days.

○ **Tenants' behaviour**

If a tenant living in your home acts or fails to act in a way that would make this policy invalid, we will still pay you up to the limit stated in the schedule if:

- you do not know of or agree to the tenant's act or failure to act
- you tell us about the act or failure to act as soon as you find out about it.

○ **Underground services and servitudes**

We will pay the fair and reasonable cost on accidental damage to underground service cables, pipes, sewers and drains for which you are legally responsible located between your home and the public supply up to the limit stated in the schedule.

○ **Unfixed and uninstalled home materials and fittings**

We will pay for newly acquired unfixed building materials and supplies owned by you and kept within the grounds of your home for use in the construction, maintenance or alteration of your home for the loss or damage due to theft of these items when not fitted provided there is evidence of violent and forced entry, up to the limit stated in the schedule.

## Optional cover

The following cover needs to be specifically requested by you and requires the completion of an additional questionnaire. If we agree to give the cover it will be stated in the schedule and an additional premium will be payable.

### ○ Subsidence, landslip or ground heave extended cover

*(if stated as included in your schedule)*

We will cover any damage or destruction caused by subsidence, landslip or ground heave of the land supporting the buildings, outbuildings and garages including driveways, paving, swimming pools and tennis courts but excluding:

- loss or damage to boundary, retaining and garden walls, gate posts, fences, septic or conservancy tanks, drains, paths and terraces, paving and swimming pool surroundings unless the buildings are damaged at the same time
- damage caused as a result of the contraction and/or expansion of active soils due to the moisture or water content of such active soils as is experienced in clay and other similar types of ground except where Geotechnical Engineering design precautions have been implemented during construction
- loss of or damage to solid floor slabs or any other part of the home resulting from the movement of such slabs, unless the foundations supporting the external walls of the home are damaged by the same cause at the same time
- work necessary to prevent further loss or damage due to subsidence or landslip except where appropriate design precautions were implemented during the original construction of the home and any subsequent additions thereto.

We further do not cover loss or damage caused by or arising from the following:

- normal settlement of a structure
- the inadequate compaction of infill or construction
- damage which existed prior to the commencement of the policy
- the removal or weakening of support to any home
- excavations on or under land other than mining operations
- defective design, materials or workmanship
- alterations, additions or repairs to the home.

If you are asked to do so, you must prove that the loss or damage you are claiming for was caused by subsidence and landslip or ground heave.

The excess stated in the schedule applies to this cover.

## What is not covered

- We will not cover any loss or damage caused by or consisting of:
  - dryness or moisture, exposure to light or extreme temperatures unless the loss is caused by storm or fire damage
  - anything that happens gradually, including smoke and dust damage, rising damp, fungus or mildew, mould, decay, action of light, atmospheric or climatic conditions, corrosion, rot or a rise in the underground water table
  - scratching, chipping, chewing, tearing, disfiguration or discolouration and cracking or denting
  - coastal or river erosion, rust or corrosion
  - gradual deterioration, lack of maintenance, depreciation or wear and tear
  - infestation, vermin, rats, mice, insects, pests or domestic pets
  - roots and weeds
  - loss, damage or deterioration of an item caused by any process of cleaning, repairing, restoring, dyeing, bleaching or alteration
  - cracking or collapse of buildings, tennis courts or driveways
  - any additional costs resulting from the unavailability of matching materials
  - pollution or contamination
  - chemicals, fertilisers and pesticides that have been used or applied
  - subsidence, landslip or ground heave unless it is stated in your schedule.
- We do not cover accidental loss or damage:
  - due to cracking or scratching of sanitary ware or glass except for fish tanks.
- We do not pay for loss or damage to **fixed equipment** directly or indirectly caused by:
  - gradual deterioration, depreciation, wear and tear
  - faulty design or workmanship or using tools or equipment in an incorrect manner
  - vermin, rats, mice, insects, pests or domestic pets
  - cleaning or repairing
  - purposefully overloading the fixed equipment
  - any loss or damage that is insured under a manufacturer's warranty or service contract.
- We will not cover loss or damage caused by defective workmanship or design, defective materials, structural faults or faulty designs.

- We do not pay for **seepage of water** caused by water seeping or running:
  - through the earth (sometimes called hydrostatic water seepage)
  - through or down the sides of earth or earth fill that is up against your home
  - down the sides or underneath swimming pools or spas causing them to move, change shape or lift or leak
  - up against or through retaining walls and forcing them to move or crack.
- We do not pay for **storm, hail or flood damage** to:
  - free-standing walls with no supporting pillars or structures
  - the surface of a tennis court
  - a wharf, jetty, pontoon or sea wall
  - water in a tank, swimming pool or spa
  - liners or covers for swimming pools or spas
  - paint when there is no structural storm damage to other parts of the home
  - unroofed or partially roofed structures
  - gates, fences or wall fences that were in a state of disrepair which would have been obvious to a reasonable person before the damage occurred.
- We do not pay for theft or misappropriation by your **tenants, paying guests, house sitters, domestic employees** or **someone** that does not form part of the household unless violence or force is used.
- **Home unoccupied**

We do not cover loss or damage that occurs after your home has been unoccupied for longer than 60 consecutive days unless you have told us about this and we have agreed to provide cover in writing and you have paid any additional premium we may require.
- **Property occupied by tenants**

We will not be liable for any loss or damage resulting from malicious damage and loss or damage as a result of theft or attempted theft unless there is clear evidence of violent and forced entry or exit.

## Section 2 – Contents

---

|                                       |    |
|---------------------------------------|----|
| Specific definitions for this section | 57 |
| Where we cover your contents          | 60 |
| What is covered                       | 61 |
| Additional cover                      | 63 |
| Limits on additional cover            | 66 |
| Optional cover                        | 67 |
| What is not covered                   | 68 |

## Specific definitions for this section

- **We cover your contents** including your household goods and equipment, furniture, furnishings, unfixed electrical goods, valuables, personal belongings, clothing and unfixed household goods that you own or are legally your responsibility including the following:
  - loose carpets and rugs
  - internal blinds and curtains
  - refrigerated, frozen or other foods, drinks and medicines
  - keys or locks including the reprogramming of any alarms, electronic locks and/or security devices
  - laundry on a washing line
  - gifts
  - free-standing fish tanks/aquariums and their stands, cabinets, equipment and accessories
  - inflatable or portable swimming pools and portable spa's and their accessories
  - surfboards, sailboards, and non-motorised surf-skis
  - remote-controlled power-driven models or toys
  - contents items that you are legally responsible to insure under a written contract (for example, a hire purchase agreement but not a tenant's rental agreement)
  - your fixtures and fittings installed in a home that you rent.
- **Contents also includes**
  - **Assets out** means any **personal belongings** when temporarily removed from the insured address. The excess stated in the schedule applies to this cover.
  - **Business** means any professional or commercial activity conducted at the insured address stated in your schedule with regards to your occupation as declared on the proposal form.
  - **Business contents** means the following office equipment if used for a business activity (part-time or full-time):
    - computers and their accessories including laptops, electronic diaries, palm tops or pocket computers
    - PCs, printers and scanners (but not software, games or stored media information)
    - filing cabinets
    - fax machines, photocopiers, typewriters, scanners
    - chairs, tables, desks and other office furniture
    - telephone and telecommunication equipment.
  - **Camping equipment** means contents and camping equipment while being used temporarily for holiday purposes.

- **Contents in a fish tank** means the fish in a fish tank or koi pond which includes fresh water, tropical and marine fish kept for recreational purposes.
- Deterioration **of refrigerated or frozen food and drink** means any refrigerated, frozen food or drinks kept in any deep freeze or refrigerator is covered up to the limit stated in the schedule for loss or damage as a result:
  - of breakdown, or
  - accidental damage to the unit, or
  - failure of power supplied by public authorities excluding deliberate withholding, i.e. load shedding.
- **Jewellery and watches** are items worn or used for personal adornment including items made of gold, silver, platinum and/or other precious metals and/or set with precious or semi-precious stones.
- **Garden and outdoor items** means garden and patio furniture, flower containers, children's play equipment, garden statues and ornaments, domestic garden maintenance equipment, ride-on or motorised lawnmowers and power equipment and other similar items that are normally left outdoors. Theft of ride-on or motorised lawnmowers and power equipment will be limited to the amount stated in the schedule if not kept in a locked building or outbuilding. Theft or attempted theft into the locked building or outbuilding must be accompanied by evidence of violent and forced entry or exit.
- **Money** means currency, cash notes, cheques, traveller's cheques, postal orders, money orders, bank drafts, travel and other tickets of monetary value, phone cards, current postage stamps, savings stamps, certificates, premium bonds, gift vouchers, share certificates or other negotiable instruments covered while at the insured address only. We will cover you up to the limit stated in the schedule.
- **Personal baggage** means any **bag or luggage away from home that are not in your personal possession** excluding cover for jewellery and watches, unless:
  - the jewellery and watch items are specifically insured under **Section 3, Assets specified**, or
  - the jewellery and watch items are worn or carried by you
  - the jewellery and watch items are kept in a locked safe that is fixed to the building when the buildings where you keep your jewellery and watches are unoccupied.

We will reimburse you up to the limit stated in the schedule should you need to buy the necessary toiletries or clothing while you wait for the airline to locate any lost personal baggage.

- **Personal belongings** include items such as:
  - clothing
  - personal items normally worn or carried by a person
  - personal equipment normally worn or used by the person participating in sport or hobbies
  - mobile communication equipment, cellular phones, laptops, notebooks, palmtops, portable computers, kindles, iPods, iPads and tablet devices including for business use
  - portable play stations and portable GPS navigation equipment
  - jewellery and watches
  - musical instruments
  - professional kits that are designed to be used in a certain profession, i.e. make-up artists and medical students.

Excluding items specifically covered when removed from personal baggage as described under **Personal baggage** above.

- **Possessions of any parent or grandparent who are financially dependent on you**, resident in a nursing home or residential care home excluding jewellery and watches, money and bank cards up to the limit stated in the schedule.
- **Property of guests and domestic employees** not otherwise insured excluding jewellery and watches, money and bank cards up to the limit stated in the schedule.
- **Sports equipment** including use by you while participating in sports events. Sports equipment includes items such as bicycles, golf clubs and fishing equipment but excluding parachutes, para-gliders and hang-gliders: these have to be specified under **Section 3, Assets specified**.
- **Student and scholar possessions** means contents kept at a boarding school, college, university or other student accommodation up to the limit stated in the schedule.
- **Swimming pool and borehole machinery**: We will cover you up to the limit stated in the schedule for loss or damage to pumps and machinery of saunas, spas, swimming pools and domestic boreholes as a result of accidental, electrical or mechanical breakdown.

## Where we cover your contents

- This policy covers your contents in the home at the insured address as stated in your schedule.
- This policy covers your contents anywhere in the Republic of South Africa when temporarily removed from the insured address.
- This policy covers your personal belongings anywhere in the world under your **Assets out** and **Personal baggage** cover.

## What is covered

- We will cover you against loss or damage from an insured cause which happens in any of the three locations stated under 'Where are your contents covered' during the period of insurance, subject to the terms, conditions, exclusions and limits stated in this policy.
- **Assets out** means we will cover your **personal belongings** while you are out and about anywhere in the world. We will cover you up to the limit stated in the schedule for:
  - jewellery and watches
  - personal effects
  - photographic equipment, cell phones, laptops, and
  - any property normally worn or designed to be held or carried on a person when removed from the home.

- **Contents in storage**

We will cover you against loss or damage to your contents that are stored in a commercial storage facility in the Republic of South Africa but the following conditions apply:

- you must inform us in writing before you place your contents in storage
- the loss or damage must be caused by either fire, explosion, smoke, storm, flooding, theft or attempted theft, collision, impact, vandalism (deliberate destruction) or a malicious intentional act
- your contents are not insured against any of the above events by another insurer.

The excess stated in the schedule applies to this cover.

- **Contents temporarily elsewhere** means we will cover you against loss or damage to your contents while they are temporarily removed from the insured address stated in your schedule and contained in a building anywhere in the Republic of South Africa. The cover is limited to the amount stated in the schedule of the sum insured under this section. Theft or attempted theft is to be accompanied by evidence of violent and forced entry.

The excess stated in the schedule applies to this cover.

- **Limits that apply to jewellery and watches** means we will pay for loss or damage to your jewellery and watches subject to the following:
  - cover will be limited to amount stated in the schedule while kept at home
  - any individual items specifically insured under **Section 3, Assets specified** will be paid under that section
  - when temporarily removed from the insured address to another building, theft or attempted theft must be accompanied by evidence of violent and forced entry when the building is unoccupied. Cover will be limited to the amount stated in the schedule

- when kept in a vehicle the items must be out of sight and the vehicle securely locked or the items must be housed in a securely locked building and entry to the vehicle or building must be accompanied by evidence of violent and forced entry but subject to '**Out of vehicle cover**' as stated under **Additional cover**'. The excess stated in the schedule applies to this cover
- unless you are able to provide proof of purchase as described under 'How we settle your claim' we will not pay more than the limit stated in the schedule anyone item at the time of the loss or damage
- you must keep each item of jewellery or watches with a value in excess of the limit stated in the schedule in a locked safe that is fixed to the building when the buildings you keep your jewellery and watches in are unoccupied. Alternatively the items should be worn or carried by you at the time of the loss. If not, the payment will be limited to the amount stated in the schedule per item.

## ○ **Liability to the public**

We will cover you for personal legal liability under **Section 5, Personal Liability** as far as it applies to your liability as the owner of the contents.

## ○ **Removal of contents** means we will cover you against loss or damage under this section when:

- professional furniture removal contractors remove your contents during a permanent change of insured address
- your contents are in transit to or from a furniture storage facility and/or bank safe deposit
- your contents are in transit between the place of purchase, repair or renovation and your insured address,

provided that:

- reasonable steps have been taken to safeguard each item
- the items are out of sight and the transporting vehicle is securely locked, or
- housed in a securely locked building and entry to the vehicle or building is accompanied by evidence of violent and forced entry and exit.

We do not cover:

- loss or damage resulting from or caused by any contents not being adequately packed and secured, having regard to the nature of the item
- loss or damage arising while in transit by sea or air.

## Additional cover

When we accept a claim under your policy for an insured cause that happens in the period of insurance, you may also be entitled to the additional cover. Additional cover is limited to the amount stated in your schedule under your Fixed and/or Flexi limits. The excess stated in your schedule does not apply to additional cover and Fixed limits, unless specifically stated below. Excesses apply to Flexi limits. Any voluntary excesses will also be applicable.

- **Accidental damage** means unforeseen accidental damage to the contents up to the sum insured.

We do not cover loss or damage:

- caused by cleaning, repairing or restoring by any manner or method
- of or to any tools, gardening implements, garden furniture
- of or to automatic swimming pool cleaning equipment
- cracking or scratching of glass, glassware or any similar breakable article – this does not apply to jewellery, cameras, mobile devices and tablets, televisions, computer screens or fish tanks
- mechanical, electrical or electronic breakdown.

The excess stated in the schedule applies to this cover.

- **Alternative accommodation/rent**

If you are not insured for this elsewhere in this policy or another policy, we will pay you for the rental amount due to you in respect of an insured property that you lease out, or the reasonable rent you incur. We will pay up to the limit stated in the schedule for similar alternative accommodation and storage. We cover you if your home cannot be lived in due to an insured cause under this section subject to the following terms:

- The maximum period for this cover to be in force is the period stated in the schedule.
- We will decide on the alternative accommodation by considering the rental amount that would be reasonable to charge for a home of the same or similar value and location as the insured address stated in your schedule.
- You will be paid the reasonable costs for temporary accommodation in a guesthouse or hotel for not more than 14 days while you arrange your alternative accommodation.
- The cover includes reasonable accommodation for your domestic pets, domestic workers and gardeners that were resident on the property at the time of the loss.

- **Costs to reinstate important documents**

We will pay the costs to replace the following documents if they are damaged by an insured cause:

- Valuations for your home and contents items, passports, wills, the land title to your home, driver licences, marriage certificates, birth certificates, contracts and agreements, tertiary education certificates up to the **Fixed limit** stated in the schedule.

○ **Fire department charges**

We will pay for any cost incurred to extinguish a fire or for preventing imminent fire damage to your contents up to the **Fixed limit** stated in the schedule.

○ **Hiring of security guards**

We will pay for necessary costs incurred in employing a security guard following loss or damage after an insured cause provided the loss gives rise to a claim, up to the **Fixed limit** stated in the schedule.

○ **Hole-in-one/full-house**

In the event that you hit a hole-in-one on any recognised golf course worldwide, during a match played in accordance with the official rules of golf, or achieve a full-house in a game of bowls during an amateur tournament at any recognised bowling club, we will pay you up to the **Fixed limit** stated in the schedule, provided that written confirmation is obtained from the secretary of the golf or bowling club.

○ **Identity theft cover**

If you are a victim of identity theft, then we will pay the costs you have to pay in attempting to re-establish your personal credit history including:

- your unpaid leave for any time taken off from work as a result of identity theft
- extra loan application fees that you incurred from having to re-apply for a loan declined due to false credit history
- costs to obtain and correct your credit rating report
- telephone, fax and postage costs spent to recreate your creditworthiness
- travel costs spent to recreate your creditworthiness
- legal fees agreed by us
- defending actions incorrectly brought against you by retailers and collection agencies
- removing incorrectly recorded civil judgements against you
- preparing legal statements, statutory declarations or affidavits required by the police, your bank or credit provider.

The most we will pay in the period of insurance is the limit stated in the schedule per calendar year.

We do not cover the following:

- payment of any debts resulting from identity theft
- any costs or fees incurred in reinstating your credit status or good name relating to or for a business activity
- speeding or parking fines or infringements
- costs to re-establish identity or credit records outside the Republic of South Africa
- any costs recoverable from your bank, credit card or credit provider
- costs not supported by written evidence.

○ **Loss of water by leakage**

We will pay for charges levied by a local authority for water lost through leakage, breakage or bursts from pipes in your water mains system up to the limit stated in the schedule provided that:

- the consumption reading must be at least 50% more than the average of the previous four readings preceding it
- you take immediate steps to repair the pipes affected on discovery of a leak by physical evidence or on receipt of an abnormally high water account
- leaking taps, geysers, toilet systems and swimming pools are excluded
- the insured address hasn't been unoccupied for more than 60 consecutive days
- we will not be liable for more than two separate incidents in a period of 12 months
- we do not cover the cost of fixing the problem, including repairs to the affected pipes.

○ **Out of vehicle cover** means we will pay for loss or damage of contents and/or **personal belongings** from an unoccupied motor vehicle provided that the items are out of sight and the vehicle is securely locked or housed in a securely locked building and entry to the vehicle or building is accompanied by evidence of violent and forced entry subject to the following conditions:

- should the vehicle be opened by an unauthorised person without any evidence of violent and forced entry or exit we will pay up to a **Fixed limit** stated in the schedule, unless
- any of the stolen items are specified under **Section 3, Assets specified** these will be paid up to the sum insured stated in your schedule.

The excess stated in the schedule applies to this cover.

○ **Power surge** includes damage to electronic and/or electrical equipment that forms part of your contents up to the **Fixed limit** stated in the schedule. The excess stated in the schedule applies to this cover.

○ **Restoring data on computers**

We will pay for costs and expenses necessarily and reasonably incurred to restore lost or damaged data on your personal or business computer which is kept at the insured address up to the **Fixed limit** stated in the schedule.

○ **Veterinary expenses** means we will pay you for veterinary expenses you incur as a result of your pet being injured in a road accident or as a result of violence by burglars up to the **Fixed limit** stated in the schedule.

## Limits on additional cover

The most we will pay for any one insured incident is the sum insured stated in your schedule; however, for some items, we will pay up to the limits stated in the schedule. There are two types of limits Fixed and Flexi limits.

### Flexi limits or Flexi Plus limits

Both Flexi limits and Flexi Plus limits are stated in the schedule. You can choose either Flexi or Flexi Plus limits for your cover. Flexi limits will apply unless you ask us for Flexi Plus limits and you pay the additional premium that applies. The limit of your choice will be stated in your schedule, including the additional premium if applicable.

If you own items above the Flexi limits you can apply to insure individual items under the **Section 3, Assets specified**.

If you own:

- individual items worth more than the Flexi limits, or
- a number of items in the same Flexi limits category with a total value more than the Flexi limits.

*Examples:*

If you have Flexi limits and you own:

- a jewellery item worth R300 000, you can list the item individually for R300 000 under **Section 3, Assets specified**
- the Flexi limit of R250 000 per item and R250 000 in total will apply to all other jewellery you own, or
- alternatively you can increase your **Flexi Plus limit** from R250 000 and add R300 000 = R550 000.

### For example

If you have three jewellery items of R100 000 each, with a total value of R300 000 and you want more cover than the R250 000 Flexi limit, you can list one of the jewellery items under the **Section 3, Assets specified** with a value of R100 000 to have R300 000 cover in total for jewellery as your incident limit will be R250 000.

## Optional cover

The following cover is available at an additional premium. These amounts are not part of the sum insured for contents.

- **Bed-and-breakfast cover** will apply only if a maximum of four bedrooms at your insured address are rented out to guests.

The excess stated in the schedule applies to this cover.

### What is covered?

- **Stock-in-trade** means cover for stock-in-trade up to the sum insured stated in the schedule for the Bed-and-breakfast cover extension. If the sum insured is not adequate, average will apply.
- **Increase in peak period** means the sum insured stated in the schedule for the Bed-and-breakfast cover extension will be increased by the limit stated in the schedule for long weekends, during festivals and during school holidays stated in the official provincial school calendar.
- **Personal effects of paying guests** means we will pay you for loss or damage for the personal effects, excluding jewellery and watches and money that belong to paying guests while the personal effects are inside your insured address. The cover excludes household goods and personal belongings insured elsewhere. Cover is limited to the amount stated in the schedule.
- **Trauma payment for paying guests** means we will pay you the benefit for a registered professional counsellor for the treatment of trauma suffered by a paying guest if the paying guest needs treatment due to theft, burglary, hijacking or fire that occurred on your premises. We will not pay you for expenses recoverable from any other insurance. Cover is limited to the limit stated in the schedule.
- **External signs, blinds and canopies** means we will compensate you for damage caused by an insured event to:
  - external signs at the premises or elsewhere
  - blinds and canopies at your premises.
- **Cleaning and dry-cleaning of guests' property** means we will pay you up to the limit in the schedule for your liability arising from accidental loss or damage to guests' laundry while it is being cleaned or dry-cleaned by you or upon your instruction.

## What is not covered

- We will not cover any loss or damage – unless specifically stated as covered below – caused by, or consisting of:
  - dryness or moisture, exposure to light or extreme temperatures, unless the loss is caused by storm or fire damage
  - anything that happens gradually, including smoke and dust damage, rising damp, fungus or mildew, mould, action of light, atmospheric or climatic conditions, corrosion, rot, rust, decay or a rise in the water table
  - scratching, chipping, chewing, tearing, disfiguration or discolouration and cracking or denting
  - coastal or river erosion, rust or corrosion
  - gradual deterioration, lack of maintenance, depreciation or wear and tear
  - defective workmanship or design or the use of faulty materials or misuse
  - infestation, vermin, rats, mice, insects, pests or domestic pets
  - loss, damage or deterioration of an item caused by any process of cleaning (except as covered under the Bed-and-Breakfast optional extension to cover), repairing, restoring, dyeing, bleaching or alteration
  - chemicals, fertilisers and pesticides that have been used or applied
  - breakage of mirrors, glassware, crystal, crockery or china while they are being used, cleaned or carried by hand
  - damage to glass, glassware, jewellery or other brittle articles due to cracking, denting, chipping or scratching
  - any additional costs resulting from the unavailability of matching materials
  - over-winding of clocks.
- We do not pay for loss or damage caused by **animals** biting, pecking or clawing the contents or damage caused by their excrement or urine (for example, birds chewing and biting parts of your home made of wood or cats clawing furniture). We will, however, pay up to the limit stated in the schedule only for damage to your contents caused by an animal which does not belong to you or anyone living in your home while it is accidentally trapped inside your home. The excess stated in the schedule applies to this cover.
- **Alterations and additions** to your home:
 

We will not cover you for loss or damage to your contents as result of:

  - damage to your contents is caused by cracking, collapse, subsidence or caused fully or partially by the new work on the building
  - for accidental damage to contents while alterations or additions are being carried out
  - for theft of contents unless there is evidence of violent and forced entry to or exit from the building
  - for damage to contents caused by water, storm or flood due to any part of the building not being fully built
  - malicious damage or vandalism to unfinished parts of the new work.

- **Bicycles** when left unattended should be locked to a fixed structure or in a locked building or inside a motor vehicle or fixed to a bicycle carrier on a motor vehicle. If not, cover will be limited to the amount stated in the schedule unless it is specified. The excess stated in the schedule applies to this cover.
- We will not pay for loss or damage to **your jewellery and watches and/or contents when temporarily removed** from the insured address to another building or out of a vehicle for theft or attempted theft unless accompanied by evidence of violent and forced entry unless otherwise stated in the schedule.
- **Contents in a fish tank** will be covered only on a specific peril basis which will be limited to fire, storm, accidental damage and lightning subject to receiving a list detailing the items to be insured prior to confirmation of cover.
- **Camping equipment** does not include fixtures, fittings and contents of caravans and trailers. These have to be separately insured under **Motor vehicle, Section 8**.
- We will not pay for the **deterioration of refrigerated or frozen food** and drink as a result of a deliberate act by you or any one in your household.
- **Home unoccupied:** We do not cover loss or damage that occurs if your home has been unoccupied for longer than 60 consecutive days unless you have told us about this and we have agreed in writing to provide cover and you have paid us any additional premium we may require.
- **Loss or damage to property left in the open** which is caused by storm, water, wind, hail or snow, unless the property is designed to exist in the open.
- We do not pay more than the limit stated in the schedule for any one loss for theft or misappropriation of jewellery and watches, silverware, linen, stamps and coins, collectable items, furs, paintings and Persian carpets by your **tenants, paying guests, house sitters, domestic employees, contractors or someone** that does not form part of the household unless violence or force is used. The excess stated in the schedule applies to this cover.
- We do not pay for loss or damage to a **firearm or gun** when it is not in a locked gun safe or you are not carrying it at the time of loss or damage.
- We do not pay for loss or damage as a result of theft or attempted theft to ride-on or **motorised lawnmowers** and power equipment cover will be limited to the amount stated in the schedule if not kept in a locked structure. The excess stated in the schedule applies to this cover.
- We will not be liable for loss or damage covered by any **manufacturer's guarantee**, purchase agreement or service contract.
- **Money** cover will be limited to the amount stated in the schedule if it is not kept in a locked safe at the insured address. The theft must be accompanied by evidence of violent and forced entry.
- We will not be liable for loss or **damage to musical instruments** caused by breakage of strings, reeds or drum heads while the instrument is being played.
- **Possessions of any financially dependent parent or grandparent** are covered provided that theft from the retirement home or residence is accompanied by evidence of violent and forced entry.

- **Property of guests and domestic employees** is covered provided that theft from the home must be accompanied by evidence of violent and forced entry. We do not cover the following items:
  - any item insured under another policy
  - jewellery and watches
  - cash or documents
  - mobile phones or devices with mobile phones
  - incidents happening away from the insured address.
- **Student and scholar possessions** are covered provided that theft from the residence or dorm is accompanied by evidence of violent and forced entry.
- **Property occupied by tenants:** We will not be liable for any loss of damage resulting from malicious damage and loss or damage as result of theft or attempted theft is subject to evidence of violent and entry.
- **Contents do not include**  
We do not pay for:
  - water in:
    - tanks
    - swimming pools
    - spas or any other water container.
  - animals including fish, reptiles, pets and livestock unless specifically stated in the schedule
  - unfixed home materials and uninstalled home fixtures or fittings
  - motor vehicles, motorcycles, golf carts, watercraft, aircraft, caravans and trailers and their contents
  - tenants' improvements, fitted furniture, fitted appliances, fixtures and fittings
  - fine arts valued more than the limit stated in the schedule or more specifically insured under the fine arts section. The excess stated in the schedule applies to this cover.

## Section 3 – Assets specified

---

|                                       |    |
|---------------------------------------|----|
| Specific definitions for this section | 73 |
| Where we cover your Assets specified  | 73 |
| What is covered                       | 74 |
| What is not covered                   | 75 |

## Specific definitions for this section

- **Assets specified** means items specifically insured under this section:
  - either as a requirement of the policy, or
  - to avoid the application of warranties such as your safe warranty, or
  - to avoid the requirement of evidence of violent and forced entry when the item is temporarily removed to another premises or in transit in a motor vehicle.
- **Items you have to specify under Assets specified:**
  - any personal belongings and/or contents that are worth more than the amount stated under the Flexi or Flexi Plus limits for **Assets out** under your **Contents, Section 2**
  - parachutes, para-gliders and hang-gliders
  - motorised and non-motorised wheelchairs
  - mobility scooters and shop riders.
- **Jewellery and watches** are items worn or used for personal adornment including items made of gold, silver, platinum and/or other precious metals and set with precious or semi-precious stones.

## Where we cover your Assets specified

Anywhere in the world.

## What is covered

- We will cover you against loss of or damage to items defined as Assets specified from any cause that is not stated under the General Exclusions of the policy or 'What is not Covered' of this section.
- **Assets specified** means contents or personal belongings that you elect to specify separately will not be subject to the evidence of violent and forced entry or exit requirement when at the insured address or when temporarily removed to another building. In addition, jewellery and watches specified individually are not subject to the safe warranty.
- **Items kept in vault:** We will pay for loss or damage to items stated in the schedule and which are kept in a safe deposit and/or vault of a registered bank or otherwise. If you temporarily remove the items you have automatic cover up to the limit stated in the schedule for a maximum period of 30 days in any period of insurance for any claim. Should you require cover for more than the limit stated in the schedule you must notify us of the removal of items and pay the additional premium.
- **Limits that apply to jewellery and watches** means we will pay for loss or damage to your jewellery and watches which are specifically stated in the schedule. If you are unable to provide proof of ownership as described under the 'How we settle your claim', payment will be limited to the amount stated in the schedule any one item.
- **Reinstatement of specified items following a claim** means if any item stated in the schedule is subject to a total loss, the lost, damaged or stolen item will be deleted from the schedule. The onus is upon you to advise us to insure the replaced item and provide us with its description and sum insured.

## What is not covered

- We will not cover any loss or damage caused by, or consisting of:
  - dryness or moisture, exposure to light or extreme temperatures, unless the loss is caused by storm or fire damage
  - anything that happens gradually, including smoke and dust damage, rising damp, fungus or mildew, mould, action of light, atmospheric or climatic conditions, corrosion, rot, rust, decay or a rise in the water table
  - scratching, chipping, chewing, tearing, disfiguration or discolouration and cracking or denting
  - gradual deterioration, lack of maintenance, depreciation or wear and tear
  - defective workmanship or design or the use of faulty materials
  - infestation, vermin, rats, mice, insects, pests or domestic pets
  - loss, damage or deterioration of an item caused by any process of cleaning, repairing, restoring, dyeing, bleaching or alteration
  - damage to glass, glassware, jewellery or other brittle articles due to cracking, denting, chipping or scratching
  - loss or damage to money, credit and cash cards or other negotiable instruments used in financial trading
  - breakage of mirrors, glassware, crystal, crockery or china while they are being used, cleaned or carried by hand
  - items that fail while still under their manufacturer's guarantee
  - over-winding of clocks.
- We do not cover the cost of reproducing sound, data and images on tapes, records, compact discs, films or magnetic media or any other electronic media.
- We do not pay for fixtures, fittings and contents of caravans and trailers. These have to be separately insured under the **Motor vehicle, Section 8**.
- We do not cover loss or damage to firearms caused by rust, bursting or breakdown.
- We do not cover loss or damage to a firearm and gun when it is not in a locked gun safe or if you are not carrying it at the time.
- We do not pay for **mechanical or electrical** breakdown where there is no other damage.

## Section 4 – Fine arts

---

|                                       |    |
|---------------------------------------|----|
| Specific definitions for this section | 78 |
| Where we cover your fine arts         | 79 |
| What is covered                       | 79 |
| How much we will pay                  | 80 |
| Additional cover                      | 81 |
| Optional cover                        | 83 |
| Our rights                            | 83 |
| What is not covered                   | 84 |

## Specific definitions for this section

- **Fine arts** means art, antiques and collectables of particular value due to their age, style, artistic merit or collectable value including:
  - furniture, paintings, drawings, etchings, prints and photographs
  - tapestries, carpets and rugs
  - manuscripts and books
  - ornaments, statues and sculpture
  - stamps or coins forming part of a collection including books, pages, mountings, albums, containers, frames, cards and display cabinets
  - gold, silver, pewter, platinum or gold-plated and silver-plated items
  - clocks and barometers
  - collections, a private collection of rare, unique or novel items of personal interest such as dolls, toy soldiers, guns and models as well as memorabilia
  - musical instruments
  - wine collection
  - furs,

all of which belong to you or for which you are responsible.

- **Agreed value** means the values agreed between you and us. This does not necessarily reflect the retail value.
- **Appreciation** means the increase in value of an item during the period of insurance.
- **Collection** means the art, antiques and other property belonging to you or for which you have a legal responsibility as stated in the schedule or asset inventory survey.
- **Depreciation** means the reduction in value of an item directly caused by damage to the item.
- **Fair market value** means the price of the item in the current market that you would obtain in an arms-length sale between a willing buyer and a willing seller.
- **Fine arts** do not include any items used for any business activity.
- **Re-valuation** is the process carried out by an independent valuator while re-assessing the value of an item.

## Where we cover your fine arts

Anywhere in the world, but the domicile insured address/es will be limited to the Republic of South Africa.

We will pay for loss or damage to your **fine arts temporarily removed** from the home provided that theft or attempted theft of fine arts temporarily removed to another premises or out of a vehicle must be accompanied by evidence of violent and forced entry.

## What is covered

- We will cover you against loss or damage from a cause which happens in the locations stated in 'Where your fine arts are covered' during the period of insurance, subject to the terms, conditions, exclusions and limits described in this policy.
- We reserve the right to request a valuation certificate and/or proof of purchase prior to settlement in the event of a claim. You need to ensure that your fine arts are regularly re-valued, as they are subject to currency fluctuations. All valuation certificates must be in South African currency.
- **Appreciation**  
We will pay you for an increase in value of the item in the event of loss or damage, up to the limit stated in the schedule.
- **Depreciation**  
We will cover loss of value to an item where it occurs as a direct result of damage covered under this policy up to the sum insured stated in the schedule.
- **Liability to the public**  
We will cover you for personal legal liability under **Section 5, Personal Liability** as far as it applies to your liability as the owner of the fine arts.
- **Temporary storage costs**  
If, in our opinion, your building is rendered uninhabitable or the security is compromised as a result of loss or damage at your insured address, we will cover you up to the limit stated in the schedule for:
  - reasonable temporary storage costs
  - transporting and securing your collection,provided you have our prior written agreement.

## How much we will pay

- If an item is lost or destroyed, we will pay the value of the item. The value is the **agreed value** for those items specified, and for unspecified items it is the fair market value.

If the lost or destroyed item is judged by a surveyor from our independent panel to have increased in value since the inception or renewal of the policy, we will pay any extra increase in value (over and above the agreed value) that does not exceed the limit stated in the schedule. We will also pay the **re-valuation** fees to the surveyor.

- If an item is partly damaged, it will be re-valued by a surveyor from our independent panel according to its condition at the moment prior to damage.

We may decide whether we repair, replace, reinstate or pay the value of the damaged item. If we repair it, we will also pay for any resultant loss in value. If the item had appreciated before it was damaged, we will pay any extra increase in value (over and above the agreed value) that does not exceed the limit stated in the schedule.

- The maximum amount we will pay for any one loss is the sum insured as stated in the schedule.

## Additional cover

When we accept a claim under your policy for an insured cause that happens during the period of insurance, you are also entitled to the additional cover. Additional cover is limited to the amount stated in the schedule. The excess in the schedule applies if specifically stated below.

- **Accidental damage** means unforeseen accidental damage to the contents up to the sum insured.

We do not cover loss or damage:

- caused by cleaning, repairing or restoring by any manner or method
- garden furniture
- cracking or scratching of glass, glassware or any similar breakable article – this does not apply to jewellery
- mechanical, electrical or electronic breakdown.

The excess stated in the schedule applies to this cover.

- **Collection temporarily stored elsewhere**

We will cover you against loss or damage to the collection when temporarily situated elsewhere for an agreed period of time.

- **Death of an artist**

The agreed value will be increased by the limit stated in the schedule immediately upon the death or incapacity of the artist subject to you notifying us in writing thereof within 21 working days. The additional premium payable on the artworks will be due immediately following the death of the artist.

- **Defective title**

We will pay you up to the limit stated in the schedule for a valid claim if you have purchased an item which you are subsequently required by a court of law to relinquish possession of, due to:

- the vendor's lack of title, or defective title, to the item purchased by you
- any charge or encumbrance placed on the item, prior to purchase by you, of which you were not aware.

In addition:

- You are insured for legal costs you incur, with our prior written agreement, in defending a claim made against you for defective title arising from the above.
- We will pay either the cost of the item which you are required by a court of law to relinquish possession of, or your legal liability limited to the item's fair market value if you have already disposed of the item.

The most we will pay under this section for both the item concerned and legal costs is the limit stated in the schedule.

It is a condition of this section that the purchase of the item must have been made after the start date of the policy and any relevant claim in relation to defective title is made against you during the period of insurance.

You must provide proof, to our satisfaction, that you took all reasonable steps to check the origin of the item, particularly if purchased from a source other than from a member of a recognised art or antique trade association or an auctioneer specialising in fine art and antiques.

○ **New acquisitions**

We will allow an automatic increase in the total sum insured up to the limit stated in the schedule to cover any items you recently purchased provided you notify us within 30 days from the date of purchase and pay the additional premium as determined by us.

○ **Transit**

We will cover you against loss or damage to the collection when in transit, up to the limit stated in the schedule, provided:

- the items are in your close **personal safekeeping** or that of your agents agreed by us
- the items are not left unattended in a vehicle.

The excess stated in the schedule applies to this cover.

## Optional cover

The following cover is available at an additional premium. These amounts are not part of the sum insured for fine arts.

- **Exhibitions cover**

Should the property insured be exhibited at any art exhibition the following conditions will apply before cover will be applicable:

- You need to notify us before the items are to be exhibited at the exhibition. The end date will be the date the items are returned to the premises as stated in the schedule.
- You must supply all relevant details for the exhibition location and the security arrangements that will be in place.
- We may at our discretion stipulate certain requirements in order for cover to be in force.

## Our rights

- **Appreciating asset clause** means in order to have any lost or damaged items re-valued, you will have to provide up-to-date valuations prior to any loss or damage and subsequent claim. The valuations should be no older than 24 months at the time of loss or damage. The re-valuation will rely on clear images of the insured items, which must also be provided prior to any loss or damage.
- **Repaired items** means if damaged items which are the subject of a claim are fully restored, we will continue to insure them at a new value agreed without any additional premium. We reserve the right to review the premium at renewal of the policy.
- **Valuation certificates**  
We may request you to provide us with a valuation certificate prior to settlement of a claim. You must ensure that your fine arts are re-valued every two years. If the sum insured is not adequate, average will apply.

## What is not covered

- We will not cover any loss or damage – unless specifically stated as covered below – caused by, or consisting of:
  - dryness or moisture, exposure to light or extreme temperatures, unless the loss is caused by storm or fire damage
  - anything that happens gradually, including smoke and dust damage, rising damp, fungus or mildew, mould, action of light, atmospheric or climatic conditions, corrosion, rot, rust, decay or a rise in the water table
  - scratching, chipping, chewing, tearing, disfiguration or discolouration and cracking or denting
  - coastal or river erosion, rust and/or corrosion
  - gradual deterioration, lack of maintenance, depreciation or wear and tear
  - defective workmanship or design or the use of faulty materials
  - infestation, vermin, rats, mice, insects, pests or domestic pets
  - loss, damage or deterioration of an item caused by any process of cleaning, repairing, restoring, dyeing, bleaching or alteration
  - breakage of mirrors, glassware, crystal, crockery or china while they are being used, cleaned or carried by hand
  - damage to glass, glassware, jewellery or other brittle articles due to cracking, denting, chipping or scratching
  - any additional costs resulting from the unavailability of matching materials
  - over-winding of clocks.
- We do not pay for loss or damage caused by **animals** biting, pecking or clawing the fine arts or damage caused by their excrement or urine (for example, birds chewing and biting parts of your fine arts made of wood or cats clawing furniture). We will, however, pay for damage to your fine arts caused by an animal which does not belong to you or anyone living in your home while it is accidentally trapped inside your home.
- We do not pay for the **disappearance of an individual stamp**, coin, or other item that is insured as part of a collection unless it is mounted in a volume and the page is also lost.
- **Home unoccupied**  
We do not cover loss or damage that occurs if your home has been unoccupied for longer than 60 consecutive days unless you have told us about this and we have agreed in writing to provide cover and you pay us any additional premium we may require.
- We will not be liable for loss or damage covered by any **manufacturer's guarantee**, purchase agreement or service contract.
- We will not be liable for loss or damage to **musical instruments**:
  - caused by breakage of strings, reeds or drumheads while the instrument is being played
  - used for business or professional activity.

○ **Property occupied by tenants**

We will not be liable for any loss or damage resulting from malicious damage and loss or damage as result of theft or attempted theft is subject to evidence of violent and forced entry.

○ **We do not pay for:**

- inherent defect, wear and tear, gradual deterioration, rust or oxidization, insects, vermin or warping
- alteration, misuse, electrical or mechanical breakdown
- any process of heating, drying, cleaning, washing, dyeing, alteration, repair, restoration, maintenance, dismantling, decoration
- breakage or theft or attempted theft while the premises is lent or rented unless entry to or exit from the premises is made using violence or force
- your own wilful act or that of any of your employees
- loss or damage resulting directly or indirectly from or in connection with any actual or purported exchange, cash or credit sale agreement
- the first part of each claim which falls within the Excess as stated in the schedule.

## Section 5 – Personal liability

---

|                                       |    |
|---------------------------------------|----|
| Specific definitions for this section | 88 |
| Where we cover you                    | 88 |
| What is covered                       | 89 |
| What is not covered                   | 91 |

## Specific definitions to this section

- **Bodily Injury** means physical injury to the body caused by violent, accidental, external and visible means.
- **Security firms** means if a member of a security firm employed by you causes loss or damage and is under a contract which states there is no recourse against the security company, we will not prejudice you in terms of payment of the claim.
- **You/your** means members of your family for whom you are financially responsible and who reside with you.
- **Third party** means any person other than a member of your family or domestic employee or any domestic employee in your service.

## Where we cover you

Anywhere in the world, but the domicile insured addresses will be limited to the Republic of South Africa.

## What is covered

When you claim for personal liability, the amount we pay will always be limited to a specific amount in any 12-month period. These amounts are chosen by you when you take out the policy and are stated in the schedule.

In some cases, we may pay out less than the maximum stated in the schedule if we decide that it represents a fair settlement. We may pay you the full limit or any lesser amount for which the claim may be settled to finalise a claim.

All payments are made in South Africa, in local currency.

- If you have Contents cover under this policy we provide **personal legal liability** which means damages, costs and expenses for which you are legally liable during the period of insurance in respect of accidents resulting in bodily injury, death or illness to any third party or loss or damage to property which belongs to any third party.

We will indemnify you up to the sum insured stated in the schedule, including defence costs and expenses incurred with our written consent.

In the event of your death we will indemnify your personal legal representative under the terms of this paragraph in respect of liability incurred by you or a member of your family.

- When you have home cover under this policy we provide **property owner's liability**, which means we cover your legal liability to pay for death or bodily injury to other people or loss or damage to their property resulting from an incident which happens in connection with you owning the home and at the insured address.

We will indemnify you up to the sum insured stated in the schedule, including defence costs and expenses incurred with our written consent.

- **Credit cards, forgery and counterfeiting** means we will pay up to the limit stated in the schedule for any amount you are legally obliged to pay resulting from:

- theft or loss of a bank card, credit card, debit card or charge card issued in your name provided that you have adhered to the terms and conditions under which the bank, credit, debit or charge card was issued, or
- loss caused by forgery or alteration of any cheque or negotiable instrument, or
- loss caused by accepting any counterfeit paper currency in good faith.

We will defend a claim or action against you due to forgery, counterfeiting or for theft or loss of a bank card, credit, debit or charge card.

- **Bed-and-breakfast**

We will cover you for legal liability to guests in respect of accidents during the period of insurance resulting in an injury or death up to the limit stated in the schedule.

- **Business activity**

We will cover you for legal liability to clients in respect of accidents during the period of insurance resulting in an injury or death up to the limit stated in the schedule.

- **Directors' or Officers' Liability** means legal liability arising out of any unpaid employment as a director or officer of a registered charity or other non-profit making organisation. The most we will pay in respect of any one occurrence or series of occurrences arising out of any one cause is the limit stated in the schedule.

Section 5 – Personal liability

- **Liability as result of employment of a domestic employee** means legal liability through the employment of domestic employees in respect of accidents during the period of insurance resulting in bodily injury or death to any person. The most we will pay is the limit stated in the schedule.
- **Golfer's extension** means we will provide you with cover for the following expenses while playing golf or participating in any activity at a golf club anywhere in the world. We cover all property damage to another person's property caused by you playing golf, irrespective of legal liability up to the limit stated in the schedule.
- **Security company** means we cover you for any claims that may arise against you as a result of the fact that you use a legally registered security company to protect your insured property. This includes the liability you may accept in your contract with the security company to indemnify them for events happening in and around your premises. The most we will pay is the limit stated in the schedule.
- **Tenants' Liability** means legal liability for amounts which you become legally liable to pay as tenant or occupant of a dwelling-place, to the owner – due to an accident. The most we will pay is the limit stated in the schedule.
- **Wrongful arrest** means legal liability to pay for damages resulting from the wrongful arrest, attempted wrongful arrest or searching of any person including assault in connection therewith. The most we will pay is the limit stated in the schedule.

## What is not covered

The following situations are not covered, unless specifically stated otherwise:

- Liability due to accidental death of bodily injury to or illness of you or any person in your service, if the liability arises from their service.
- Liability due to accidental loss of or damage to property you or any person in your service owns, rents, borrows, keeps in trust or has custody or control of.
- Liability arising from any business, trade or occupation. This exclusion will not apply to the optional '**Bed-and-breakfast extension**' and '**Business Contents, Additional cover of the Contents**' **Section 2 or Liability as a result of employing a domestic employee of this section** of the policy.
- Liability for loss or damage to property that is in the custody or control of your directors, members, trustees or beneficiaries, or members of their families who usually reside with them, if you are a company, close corporation or trust.
- Liability relating to the possession, ownership, occupation or use of land, homes or structures, not covered under this policy.
- Liability relating to home activities such as alterations, additions or renovations.
- Liability relating to vibration or the removal or weakening of or interference with support to land, homes or other property.
- Liability relating to the ownership, possession, use or handling of vehicles (including trailers and caravans, but not bicycles which are not assisted mechanically or electrically), watercraft, aircraft or other aerial devices, firearms, air guns or any animals.
- Liability for fines, penalties or punitive damages.
- Non-compliance by you or your legal representative with the terms of this policy.
- Liability in connection with the loss of or damage to any self-propelled motor vehicle, trailer, caravan, watercraft or aircraft under your care, custody or control.
- Liability arising from a dishonest, fraudulent or malicious act, or acts of physical assault or other reckless disregard by you of the possible consequences of your actions or omissions committed by you.
- Liability arising from the payment of any fine, penalty or multiple, punitive/exemplary damages.
- Liability arising from any debt.
- Liability arising from the spread of fire to adjacent properties, homes or land situated on a smallholding, farm or plot unless stated in the schedule as covered.
- Liability arising from the failures to pay maintenance or alimony or any amounts following a breach of promise.
- Liability arising from the purchase, sale, barter or exchange of property, or your failure to comply with your obligations relating to these.
- Liability arising from any judgement, award, payment or settlement made in a country that operates under the laws of the United States of America or Canada.

- Liability arising from a court order anywhere else in the world designed to enforce such a judgment, award, payment or settlement, unless the court order is enforceable in a South African court of law.
- Liability arising out of an agreement you might sign with a third party, for example a builder. You cannot accept liability for the actions of a builder who is renovating your home, for that is clearly his responsibility.
- Liability arising out of seepage, pollution and contamination. You are not covered for the cost of cleaning up, removing, nullifying or reinstating any property that has been lost or damaged by seepage, pollution or contamination.
- Liability for loss or damage to property that belongs to you, your family or employee that is covered under some other insurance policy.

Section 5 – Personal liability

## Section 6 – Personal accident

---

|                                       |     |
|---------------------------------------|-----|
| Specific definitions for this section | 95  |
| Where we cover you                    | 95  |
| What is covered                       | 96  |
| Schedule of benefits                  | 98  |
| Your obligations                      | 99  |
| What is not covered                   | 100 |

## Specific definitions for this section

- **Accident** means an external, sudden, unexpected and specific event that is the direct cause of bodily injury.
- **Annual earnings** means the annual equivalent wage or guaranteed salary paid to you at the time the accident occurs.
- **Bodily injury** means injury to the body caused by violent, accidental, external, unexpected and visible means.
- **Permanent disablement** means total disablement.
- **Temporary total disablement** means temporary total disablement.
- **Temporary partial disablement** means temporary incapacity.
- **Weekly earnings** mean annual earnings divided by 52.
- **Maximum amount payable** means the maximum amount payable under this section for any one event is the limit stated in the schedule. The maximum amount payable to **you/your** means:
  - in respect of **you** and **your spouse** or partner, children, parents and relatives who permanently reside with you and are financially dependent on you is the limit stated in the schedule per event and;
  - in respect of **domestic employees** is the limit stated in the schedule per event.
- **Personal accident** covers the policyholder for loss of income and/or bodily injury subject to an accident resulting in disability or death.

## Where we cover you

Anywhere in the world, but the domicile insured addresses will be limited to the Republic of South Africa.

## What is covered

- **Death benefit** means cover for death caused directly by bodily injury due to an accident occurring within 12 months of the accident. We will pay you the limit stated in the schedule.
- **Death-related benefit** means in the event of a claim being payable under the death benefit, we will pay the limit stated in the schedule to make arrangements related to the death.
- **Disappearance** means if you disappear and the remains are not found within 12 months, provided that sufficient evidence is produced to conclude that an accident caused the death, we will pay the death benefit.
- **Life-support machinery** means the 12-month period shall not include any period or periods where the death is delayed by the use of life-support machinery, equipment or apparatus. We will pay you up to the limit stated in the schedule for the cost of life-support machinery and equipment following an accident. However, this amount must not be recoverable from any other policy including any other cover you may have.
- **Loss of earnings** means the loss of income during permanent or temporary disablement within the period as stated in the schedule.
- **Medical benefit** means we will pay you the limit stated in the schedule as a result of bodily injury due to an accident incurred within 24 months from the accident.
- **Mobility cover** means costs up to the limit stated in the schedule for a wheelchair and alterations to your vehicle following your permanent disability as a result of an accident. However, these must not be recoverable from any other insurance policy including any other cover you may have.
- **Motor vehicle accident and/or hijacking** means payment for the policyholder's death or disablement caused directly by bodily injury due to an accident and/or hijacking occurring within 12 months of the accident/hi-jacking, up to the limit stated in the schedule per person and up to the limit stated in the limit schedule per incident.
- **Cover** is always limited to the amount stated in the schedule, per incident.
- **Permanent disablement** means cover for your permanent disablement caused directly by bodily injury due to an accident occurring within 12 months of the accident. We will pay a percentage, as specified for the particular permanent disability in the following 'Schedule of Benefits' below applied to the policyholder's current annual earnings up to the limit stated in the schedule per person.
- **Rehabilitation costs** means in the event of us having admitted a claim for permanent disability, we will contribute to such retraining or rehabilitation costs up to the limit stated in the schedule.
- **Repatriation** means in the event of a claim being payable under the death-related benefit, we will pay the reasonable and necessary expenses incurred in the repatriation of the remains of the deceased to his/her normal place of residence for burial. We will pay up to the limit stated in the schedule.
- **Temporary total disablement** means weekly payment for temporary total disablement occurring within 12 months of the accident. We will pay the limit stated in the schedule of your current weekly earnings for a period not exceeding 104 weeks, excluding the first seven days from the date of the accident in respect of each and every claim, up to the basic cover limit stated in the schedule.

- **Temporary partial disablement** means weekly payment for temporary incapacity occurring within 12 months of the accident. We will pay the limit stated in the schedule of your current weekly earnings for a period not exceeding 104 weeks, excluding the first seven days from the date of the accident in respect of each and every claim, up to the basic cover limit stated in the schedule.
- **Trauma treatment** means costs you pay for trauma treatment by a registered professional counsellor for trauma following a violent act of theft, burglary, hold-up, hijacking/attempted hijacking or fire, provided that these must not be recoverable from any other insurance including any facility you may have up to the limit stated in the schedule.

**PLEASE NOTE**

- If an incident becomes payable under more than one benefit, the total amount will not exceed the limit stated in the schedule of the maximum for each person/s.
- Where the injury is not specified we will apply a percentage of disablement which is consistent with the 'Schedule of Benefits'.
- If payment of any claim is made for 100% of the limit as stated in the 'Schedule of Benefits' any further liability ceases immediately.

## Schedule of benefits

In the event of payment being due for more than one disablement, as a result of any one accident the maximum amount payable shall not exceed 100% in total.

| Description                                                                                                                                                                     |                                     | Percentage |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------|
| Loss by physical separation at or above the wrist or ankle of one or more limbs                                                                                                 |                                     | 100%       |
| Loss of four fingers of one hand                                                                                                                                                |                                     | 70%        |
| Loss of thumb                                                                                                                                                                   | both phalanges                      | 25%        |
|                                                                                                                                                                                 | one phalanx                         | 10%        |
| Loss of index finger                                                                                                                                                            | three phalanges                     | 10%        |
|                                                                                                                                                                                 | two phalanges                       | 8%         |
|                                                                                                                                                                                 | one phalanx                         | 4%         |
| Loss of middle finger                                                                                                                                                           | three phalanges                     | 6%         |
|                                                                                                                                                                                 | two phalanges                       | 4%         |
|                                                                                                                                                                                 | one phalanx                         | 2%         |
| Loss of ring finger                                                                                                                                                             | three phalanges                     | 5%         |
|                                                                                                                                                                                 | two phalanges                       | 4%         |
|                                                                                                                                                                                 | one phalanx                         | 2%         |
| Loss of little finger                                                                                                                                                           | three phalanges                     | 4%         |
|                                                                                                                                                                                 | two phalanges                       | 3%         |
|                                                                                                                                                                                 | one phalanx                         | 2%         |
| Loss of metacarpals                                                                                                                                                             | first or second (additional)        | 3%         |
|                                                                                                                                                                                 | third, fourth or fifth (additional) | 2%         |
| Loss of toes                                                                                                                                                                    | all of one foot                     | 30%        |
|                                                                                                                                                                                 | great (both phalanges)              | 15%        |
|                                                                                                                                                                                 | great (one phalanx)                 | 2%         |
| Other than great, if more than one toe lost, each                                                                                                                               |                                     | 1%         |
| Loss of hearing                                                                                                                                                                 | both ears                           | 80%        |
|                                                                                                                                                                                 | one ear                             | 25%        |
| Total and irreparable loss of sight in one or both eyes                                                                                                                         |                                     | 100%       |
| Loss of                                                                                                                                                                         | sight, except perception of light   | 75%        |
|                                                                                                                                                                                 | lens of eye                         | 75%        |
| Total paralysis, or total disablement from ever pursuing the occupation or doing the normal work you have been trained for or have knowledge of, or being permanently bedridden |                                     | 100%       |

## Your obligations

- Notice must be given to us in writing as soon as reasonably possible of any incident which may result in a claim.
- **Proof of earnings** is a prerequisite for us paying any benefit.
- Payment will be issued to you or your estate only.
- **Medical examinations** must be undertaken at our cost, should we require it.
- **Medical advice** means in the event of any bodily injury, which may result in a claim, medical advice must be sought within a reasonable time and followed. We are not liable for any consequences resulting from your failure to seek advice or to follow it, including the use of prescribed special apparatus.
- Motor vehicle accident and/or hijacking cover applies provided that:
  - you were wearing a safety belt at the time of a motor vehicle accident
  - your vehicle was not being used for illegal purposes.
- You must notify us of any serious illness or physical infirmity which, to your knowledge affects you or of a career change that result in a more hazardous occupation.

## What is not covered

The following situations are not covered, unless specifically stated as covered below:

- Death, disability or medical expenses due to suicide, attempted suicide or intentional self-injury; insanity; neurosis; stress-related conditions; any physical disability or infirmity, illness or disease that you already had when the policy started.
- A pre-existing medical condition, physical defect or other infirmity.
- Mental and/or nervous disorders or any like condition arising from or attributable to stress or stress-related conditions.
- Injury as a result of being under the influence of intoxicating liquor or drugs.
- Payment up to the limit stated in the schedule for the death or disablement of any domestic worker, nanny, au pair or gardener as a result of bodily injury sustained in a motor accident or hijacking unless the vehicle is being operated in the course of their employment.
- Your participation in any of the following:
  - sport as a professional player/athlete
  - defence force, police services or correctional services
  - crewman on a ship or oil rig
  - underground mining and tunnelling
  - motorcycle riding, wrestling, boxing or martial arts, skydiving, paragliding, steeple-chase, hang-gliding, mountaineering, rugby, sports of any kind on ice or snow, wrestling or parachuting
  - speed or endurance tests and racing (other than on foot)
  - big-game hunting
  - mountaineering where the use of ropes or a guide is necessary
  - travelling by air other than as a passenger in a licensed passenger-carrying aircraft, piloted by a qualified person
  - underground mining and tunnelling
  - manufacture or use of explosives, ammunition and the refining of petroleum
  - wilful misconduct
  - riot or civil commotion.
- Death, disability or medical expenses if the insured person is younger than six months of age or older than 80 years. In the event of the death of a minor child under the age of 14, the benefit payable will be subject to the current amount dictated by legislation at the time of death but will never exceed the limit stated in the schedule.

## Section 7 – Watercraft

## A. OWN DAMAGE

|                                       |     |
|---------------------------------------|-----|
| Specific definitions for this section | 103 |
| Where we cover your watercraft        | 103 |
| What is covered                       | 104 |
| Optional cover                        | 105 |
| Your obligations                      | 105 |
| What is not covered                   | 106 |

## B. WATERCRAFT LIABILITY

|                                       |     |
|---------------------------------------|-----|
| Specific definitions for this section | 108 |
| What is not covered                   | 108 |

## A. OWN DAMAGE

### Specific definitions for this section

- **You/your/yours/yourself** includes the authorised skipper/the person in charge or control of the craft.
- **Watercraft** means the yacht, motorboat or other small craft (less than 9 metres in length), consisting of the hull, superstructure, motors and machinery, gear and equipment and standard fittings and accessories that would normally be sold with the craft, but excluding its trailer. If you ask us you may also insure trailers.
- **Insured cause** means an incident that causes:
  - accidental death of, or bodily injury to, or illness of a person
  - accidental physical loss of or damage to tangible property.
- **Legal costs and expenses** means legal costs and expenses which a claimant can recover in connection with a valid claim under this section and which are incurred with our consent.

### Where we cover your watercraft

- Inland and coastal waters of the Republic of South Africa, to a maximum distance of 40 nautical miles from the shoreline of South Africa, as well as that of neighbouring countries.
- Cover is extended to include territories and inland waters of Botswana, Lesotho, Mozambique, Namibia, Swaziland, Malawi and Zimbabwe.
- The territorial limits must not:
  - exceed the offshore limitations as defined by the local Government Regulations governing the operation of the insured watercraft, or
  - 40 nautical miles from the shoreline of South Africa, as well as that of neighbouring countries,whichever the lesser.

## What is covered

- We will cover you against loss or damage to the watercraft, which is being used for social, pleasure and domestic purposes only, up to the sum insured stated in the schedule subject to the following:
  - If the watercraft is less than five years old – the basis for calculating settlement is the current purchase price of a new watercraft of the same or similar model.
  - If the watercraft is more than five years old – the basis for calculating settlement is the current market value. Quotations from two qualified watercraft dealers will be used to determine market value.
- If a part necessary for the repair of the watercraft is not available in the Republic of South Africa, we will pay an amount equal to the value of the part at the time when the loss or damage occurred. The value of the part will be determined by the price stated in the most recent catalogue or price list. The cost of air freight and/or importing replacement parts and express delivery is limited to the amount stated in the schedule.
- Our payment for sails (less than three years old), protective covers, erected tackle, outboard motors, inboard motors and batteries will be the cost to replace such items up to its reasonable market value less depreciation.
- The maximum amount we pay for loss of or damage to the watercraft is the sum insured.
- We will not be expected to achieve an exact restoration, repair or replacement. It will be as close to the original specification as possible.
- **Inspection of the hull after stranding, sinking or collision** means the costs up to the limit stated in the schedule incurred to inspect the hull of the watercraft for possible damage that may have occurred due to stranding, sinking or collision.
- **Medical benefit** means bodily injury sustained by any person while on board the watercraft as a result of an accident. We will pay the benefit stated in the schedule.
- **Outboard motors** means loss or damage to outboard motors as a result of dropping off or falling overboard, provided that they have been bolted or chained to the hull.
- **Repatriation costs** means the cost necessarily incurred by you to repatriate the watercraft when damage was sustained while outside of the borders of the Republic of South Africa, but within 'Where we cover your watercraft' up to the limit stated in the schedule.
- **Safeguarding and emergency repairs** means:
  - the necessary costs up to the limit stated in the schedule to store, safeguard and remove the watercraft to the nearest repairer, if the watercraft is not in working order, due to loss or damage covered under this section
  - costs up to the limit stated in the schedule for emergency services you are liable to pay to any public authority following a loss.

- **Sails and protective covers** means if sails or protective covers are more than three years old when loss or damage occurs we will pay for two-thirds of the replacement cost only.
- **Salvage costs** means costs incurred with our written consent, for lifting out, removal or destruction of the wreckage of the watercraft up to the limit stated in the schedule.
- **Transit risks** means we cover any own damage during transit by land (including loading and unloading).
- **Use by another person** means any person other than the operator will be regarded as the policyholder provided they comply with the terms and conditions of the policy.
- **Laid up periods** mean we do not refund any premium for any period during which your watercraft may be laid up.

## Optional cover

The following cover needs to be specifically requested by you. If we agree to give the cover it will be stated in the schedule and an additional premium will be payable.

- **Specified accessories** means loss of or damage to the accessories as described in the schedule including the following:
  - boating and fishing equipment such as fishing rods and reels, tackle and accessories, GPSes, echo-finders, boating emergency gear, skis, ski ropes and other specialised equipment
  - non-motorised boats, canoes, inflatables, windsurfers, parasails, surfboards, paddle-skis and kayaks
  - water-skis and ropes.

## Your obligations

- A watercraft fitted with an inboard engine is required to be equipped with an automatic fire extinguishing system, which must be regularly maintained, otherwise fire and explosion incidents will be excluded.
- The inflatable, canoe, sailboard or surfboard must be stored in a locked building when not in use.
- The watercraft must be controlled at all times by a competent skipper or must be under his supervision.
- You must provide adequate proof of ownership and insurable interest.
- The watercraft should be kept secure while at your place of residence.
- You will take all reasonable steps to maintain your watercraft in a proper state of repair and in a seaworthy condition. You will forfeit cover if you do not.
- You will at all times exercise all reasonable precautions for the safety of your watercraft to prevent loss, damage or accidents.
- You will comply with all laws applicable to the ownership, possession and use of the watercraft. Your tender boat must be permanently marked with the name of the parent craft it belongs to.

## What is not covered

- We do not cover you if any of the following either cause or contribute to loss or damage:
  - sails and hoardings torn by wind or blown away while hoisted
  - depreciation, wear and tear, gradually operating causes
  - reduction in value caused by repairs, lack of use or alterations
  - pests such as moths, rodents or vermin scratching, biting or chewing by domestic pets, bruising, chafing or denting
  - the watercraft not being seaworthy or maintained
  - while the watercraft is left moored or anchored unattended off an exposed beach or shore and has become stranded, sunk, swamped or breaks adrift
  - outboard motors that are not securely chained or bolted to the watercraft, dropping off or falling overboard
  - theft of motors unless the moored watercraft is stolen at the same time, or there is evidence of violent and forced entry to the watercraft or place of storage
  - motors accidentally immersed in water, unless you have taken reasonable steps to flush and repair them immediately
  - mechanical, electric or electronic breakdown, failures or breakages including any consequential loss of or damage to any other mechanical, electrical or electronic component
  - cleaning, repairing, restoring or maintenance by any manner or method
  - a latent defect in the watercraft's design or construction.
- Loss or damage while the watercraft is being used for any purpose other than social, pleasure and domestic use. Use for the following is specifically excluded:
  - business, trade or professional purposes
  - any hiring out or chartering of the watercraft
  - towing or salvage services under contract
  - the watercraft being chartered or hired out
  - a houseboat as permanent residence
  - racing, speed tests or trials or other contests and competitions including regattas
  - single-handed navigation in open waters
  - towing or salvaging other watercraft, other than one in distress
  - being towed other than when in distress, or when laying up or being fitted out for repairs
  - carrying passengers for reward
  - used anywhere outside 'Where we cover your watercraft'.

- We will not be liable while the watercraft is being transported by a person who has no valid driver's licence or while the watercraft is under the control of any person who is under the influence of intoxicating liquor or drugs.
- Theft or attempted theft of:
  - fixtures, fittings, equipment and outboard motors of the watercraft unless accompanied by actual evidence of force
  - jet-skis or wet-bikes in the open on a trailer, if left unattended.
- We do not cover any loss or damage arising from the watercraft being left unattended afloat on moorings, unless you have our prior agreement.
- Loss or damage to the following items if they are not adequately protected from water and nature elements:
  - anybody's clothing or personal effects
  - gear of any nature
  - sports or recreation equipment
  - safety and medical supplies
  - watercraft items not attached to the watercraft, and
  - electronic and mechanical equipment.
- Machinery, batteries and their connections, unless caused by other damage to the watercraft, or there has been violent and forced entry to or exit from the watercraft or place of storage.
- Mechanical, electrical or electronic breakdown, and failure or breakage, unless this is the result of other damage to the watercraft.

## B. WATERCRAFT LIABILITY

### Specific definitions for this section

- **Liability to third parties** means legal liability for amounts that you must pay as payment, due to an insured cause in connection with the watercraft, other than on land, to third parties. We will pay for a single claim or series of claims up to the maximum sum insured stated in the schedule.
- **Liability if another person navigates your watercraft** means legal liability up to the sum insured stated in the schedule if someone else is piloting your watercraft with your permission, they too will be covered.
- **Liability of water-skiers or para-sailors** means legal liability for amounts up to the limits stated in the schedule you are liable to pay arising out of people being towed by you while water-skiing, para-sailing, aquaplaning or kiting.
- **Passenger liability** means we will pay you for amounts up to the limit stated in the schedule which you are legally liable to pay a person who, at the time of the event, is transported in or on the watercraft.

### What is not covered

- **Liability due to accidental death or bodily injury** to you or a member of your household or family, or any person in your service if the liability arises from the service:
  - any advice or treatment, other than first-aid treatment, given or administered by you or by any person acting on your behalf
  - liability of a third party accepted by you in an agreement, unless you would have been liable even without the agreement
  - accidental death or bodily injury to a fare-paying passenger or their property
  - damage to property belonging to, or in the custody and control of you, a member of your household or family, or any person in your service
  - damage to property being transported in or on the watercraft
  - a third party due to seepage, pollution or contamination, or the cost of removing, nullifying or cleaning, unless it is caused by a sudden, unintended and unforeseen occurrence
  - loss or damage to property for which you are responsible while conveyed on the watercraft, except if it belongs to passengers or water-skiers.
- **Liability, costs or expenses which arise:**
  - during the transport of the watercraft by land
  - as a result of the watercraft not being seaworthy or maintained
  - if the watercraft is used for any purpose other than social, pleasure and domestic use.

○ **Liability of another person if the other person:**

- has never, to your knowledge, been refused insurance
- is not entitled to compensation under any other policy
- is not piloting the watercraft as an employee of a shipyard, slipway, yacht club or similar organisation
- complies with all the terms and conditions of this policy.

○ **Driving under the influence**

There is no cover for loss, damage, injury or liability that arises when you or anybody else is piloting or towing your watercraft while:

- under the influence of intoxicating liquor or drugs, or
- the alcohol content in your blood exceeds the legal limit.

This is irrespective of the method used to determine the degree of intoxication – for example, a breathalyser test or a blood test.

○ We will not be liable while the watercraft is being conveyed by a person who has no valid skipper's licence or who is not older than 16 years. If the watercraft is conveyed on land, the driver must have a valid driver's licence. A valid skipper's or driver's licence is one that:

- has been obtained from the correct authority, for the correct category
- has been renewed on time
- has not lapsed or been cancelled or suspended.

Although we do cover you for general liability towards third parties, this does not include the following specific cases:

- seepage, pollution or contamination, or the cost of removing, nullifying or cleaning, unless it is caused by a sudden, unintended and unforeseen occurrence
- loss or damage to property for which you are responsible while conveyed on the watercraft, except if it belongs to passengers or water-skiers
- death or bodily injury:
  - to a member of your family who usually resides with you
  - to your employee, arising out of and in the course of their employment by you
  - due to any advice or treatment, other than first-aid treatment, given or administered by you or by any person acting on your behalf
- liability of a third party accepted by you in an agreement, unless you would have been liable even without the agreement
- conveying the watercraft by land.

## Section 8 – Motor vehicle

---

**A. OWN DAMAGE**

---

|                                       |     |
|---------------------------------------|-----|
| Specific definitions for this section | 112 |
| Where we cover your motor vehicle     | 114 |
| What is covered                       | 114 |
| Additional cover                      | 117 |
| Optional cover                        | 120 |
| Your obligations                      | 122 |
| What is not covered                   | 123 |

**B. VEHICLE LIABILITY**

---

|                                       |     |
|---------------------------------------|-----|
| Specific definitions for this section | 125 |
| Where are you covered                 | 125 |
| What is covered                       | 126 |
| Your obligations                      | 127 |
| Our rights                            | 127 |
| What is not covered                   | 128 |

## A. OWN DAMAGE

### Specific definitions for this section

#### ○ **What we cover as your motor vehicle**

Your motor vehicle is described in your schedule. Motor vehicle descriptions covered under this section is explained in the table below:

#### **Vehicle – full definition**

Your vehicle includes all factory-fitted parts and accessories. It may be any one of the following:

- a private car, minibus or similar vehicle designed to carry up to 12 people, including the driver
  - a station wagon, motorised caravan, 4x4 vehicle, 4x2 vehicle, or light delivery vehicle, with a gross vehicle mass of no more than 3 500 kg
  - a vintage vehicle worthy of being a collectable which is more than 20 years old and does not travel more than 10 000 km per annum
  - a trailer or caravan which is not self-propelled, and which is designed or adapted for towing by a vehicle as described above
  - a motorcycle, scooter, quad-bike, three-wheeled vehicle or golf cart
  - any vehicle that is temporarily used by you as a replacement while your insured vehicle is out of use for the purpose of overhaul, upkeep or repair up to the sum insured in the schedule.
- 
- **Agreed value** means the value as agreed between you and us, at the inception of the policy. This is the amount that will be paid in the event of a total loss, without any adjustment for depreciation or appreciation. The option for agreed value applies to vintage vehicles or vintage motorcycles only.
  - **Car-pooling** means when you are carrying fare-paying passengers and the passengers are contributing towards the running cost of the vehicle in a lift club and there is no element of profit or monetary gain for the driver or owner of the vehicle.
  - **Driver's licence** means a valid driver's licence or international driver's licence in compliance with legislation of the specific region where the vehicle is used at the time of any loss or damage. A learner driver must comply with applicable legislation concerning learner drivers.
  - **Insured cause** means a single occurrence which is not intended or expected to happen.
  - **Named driver/s** means the driver/s named as a restricted cover option.
  - **Replacement value** means the value to replace the caravan, trailer or golf cart with a similar make and model.
  - **Regular driver/s** means the person who drives or is in control or in possession of the vehicle most often. We use this person's information to determine the rate, terms and conditions. The name of the regular driver/s is stated in your schedule.

- **Retail value for vehicles** mean the value that the vehicle can generally be bought for, from a recognised member of the motor vehicle trade industry. This value is obtained from the Auto Dealer's Guide published by TransUnion Auto (Pty) Ltd, or any similar publication approved by us and adjusted for mileage and condition. Where no provision is made in such publications, the average value given by three independent motor industry sources of our choice will be used. All these amounts are VAT-inclusive.

- **What are accessories?**

An accessory is an addition to your vehicle which does not enhance the performance or change the structure of the vehicle.

- Factory-fitted accessories are those standard-issued items which are originally fitted by the manufacturer of the vehicle.
- Optional vehicle accessories are those items which are chosen by you to be fitted by the manufacturer.
- Non-factory-fitted/after-market vehicle accessories are those items which are fitted to the vehicle where the value of such items are not included in the retail value which are purchased separately post-manufacture of the vehicle.

We provide automatic cover for non-factory-fitted/after-market accessories up to the limit stated in the schedule at no additional cost.

Should you require additional cover for accessories which are not factory-fitted or optional vehicle accessories included in the retail value of the vehicle we will list the accessories in your schedule and charge an additional premium.

- **What are motor vehicle modifications?**

Motor vehicle modifications are alterations made to the manufacturer's standard body, engine, suspension, wheels or paintwork of your vehicle which may affect its performance, value, safety or appearance. Examples of modifications include modified:

- engines, for example increased capacity
- body shape and body kits
- performance exhaust systems
- suspension
- fuel systems, for example LPG
- performance-enhancing 'chips', for example Chipbox and Dustec.

Vehicle modifications are not automatically covered as part of your vehicle and you must tell us about them as this may affect our decision to insure you. If we agree to insure vehicle modifications as part of your vehicle, we will list the modification in your schedule. An extra premium and an additional vehicle excess may apply. If a vehicle modification is not listed in your schedule, it is not covered.

## Where we cover your motor vehicle

The Republic of South Africa, and temporarily when used in Botswana, Lesotho, Swaziland, Namibia, Mozambique, Zimbabwe, Tanzania, Malawi, Kenya, Uganda and Zambia.

The permanent residential insured address of the insured vehicle must be in the Republic of South Africa.

## What is covered

- We will cover you or anyone you authorise to drive your motor vehicle for loss or damage to your motor vehicle caused by an insured cause during the period of insurance.
- The maximum amount we will pay is the sum insured stated in the schedule but it will not exceed the reasonable **retail value** of the insured vehicle and its accessories at the time of the loss or damage.
- We will at our own option repair, reinstate or replace the insured vehicle or any of its parts or its permanently fitted accessories or spare parts or may pay in cash the amount for the loss or damage.
- Vintage vehicle and vintage motorcycle claims will be settled on an **agreed value** basis which is the sum insured stated in the schedule.
- **Credit shortfall** means we will pay the difference between the retail value of the motor vehicle and the amount outstanding on the credit agreement if the vehicle is damaged and it is our opinion that it cannot be economically repaired or when it is stolen and not recovered within a reasonable period. We pay the difference to the titleholder stated in the agreement, excluding instalments or interest on arrears, up to the limit stated in the schedule, provided that the sum insured stated in the schedule is adequate.

Check your schedule now to see if this cover is likely to be sufficient. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit. You must pay us any additional premium we require.

- **New vehicle** means we will either replace your vehicle with a new vehicle or pay you the cost of purchasing a new vehicle of the same or similar make, model and specification provided it was registered as new in the Republic of South Africa less than 24 months of first registration, and:
  - the cost of repairing any damage is more than 70% of the vehicle's new list price (including vehicle tax and VAT) when you purchased the vehicle, or
  - your vehicle is stolen and not recovered within 30 days.

We will replace the vehicle with a new one only if:

- you own the vehicle or are purchasing it under a hire purchase agreement. A vehicle that is subject to any type of contract hire agreement is not eligible for replacement
- the vehicle has travelled less than 40 000 km
- all interested parties agree to the vehicle being replaced
- a similar vehicle is available on the local new vehicle market
- you refuse to replace the vehicle, we will pay you the new list price or trade price of the same and similar vehicle whichever the lesser but limited to the sum insured stated in the schedule.

- The following **cover options** indicate your selection of cover and it is important that you understand the difference in cover. Your cover option will be stated in your schedule against each insured motor vehicle. The following definitions describe your cover options:
  - **Comprehensive** means cover against loss of or damage to your motor vehicle including your legal liability for damage to other people's property.
  - **Third party, fire and theft** cover means legal liability for damage to other people's property, or for loss of or damage to the motor vehicle which results from fire, lightning, explosion or self-ignition, theft or hijacking or attempt thereof.
  - **Third party** cover means legal liability for damage to other people's property, but damage to your own motor vehicle is excluded from cover.
- The following **vehicle use options** indicate your selection of use and it is important that you understand the difference in cover. Your cover option will be stated in your schedule against each insured motor vehicle. The following definitions describe your vehicle use options:
  - **Business use** means we will cover you for private, domestic, pleasure, professional and business travelling. When you use your vehicle for business such as visiting clients without carrying tools, machinery and stock, it qualifies as business use. You are allowed to carry small samples of the stock you trade in such as Tupperware, carpets or materials. If, however, you use your vehicle to load machinery (such as generators or lawnmowers), tools (such as for plumbing or carpentry) or stock (such as copper pipes, wood) for a specific job or project, then that is commercial travel and not covered under this policy. If your vehicle is available as an employee pool-car and can be used by multiple drivers, it is commercial travel and not covered under this policy.
  - **Reduced cover when vehicle is not being used** means if your vehicle is not being used for an extended period, you may ask us to lower your premium for that period. This is known as 'laid-up' cover. If we agree, you may not use your vehicle outside of the premises where it is being kept. The cover consists only of accidental damage to the vehicle itself, and excludes liability to third parties. The cover is not available if your vehicle is a caravan or motorised caravan.
  - **Limited use** means we will cover you for irregular use for private, domestic, pleasure and professional purposes including journeys to and from any place of employment, but limited to 5 000 km per annum.
  - **Social use** means we will cover you for private, domestic, pleasure purposes, including use for journeys to or from any place of employment, but excluding all business or professional use. Under this use option the vehicle should not travel more than 15 000 km per annum.
  - **Social and professional use** means we will cover you for private, domestic, pleasure and professional purposes, including journeys to and from any place of employment and irregular business use (not more than twice a week).

Uses that are specifically not covered:

- any use that is contrary to the option you have exercised
- the carrying of any goods or passengers, which is greater than the mass or number of passengers the vehicle is licensed to carry
- renting the vehicle out
- carrying of passengers for financial gain whether on a fare-paying or hire basis
- racing or speeding of any sort
- driving on a course or racetrack, whether as part of an event or not
- paid driving instruction
- towing a vehicle for financial gain
- use while in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle
- overloading your vehicle and/or any use outside the relevant manufacturers specifications of vehicle and/or accessories
- business or commercial purposes of motorcycles, scooters, three-wheeled vehicles, quad-bikes, trailers, caravans, motorised caravans or golf carts
- carriage of commercial goods in or on a goods-carrying vehicle
- quad-bikes while being driven on a public road.
- You may not, under any circumstances, use your vehicle to carry explosives or hazardous goods, unless it is for your own personal domestic use and you do not need a formal permit – for example, a gas cylinder for your stove or acid for your pool. Typical examples of explosives and hazardous goods are nitro-glycerine or dynamite; chemicals or compressed gas; gas in liquid form; hazardous waste and liquid petroleum.
- You may not, under any circumstances, use your vehicle as a courier or transport contractor.

○ **Reduced pay-out for Code 3 or SAPVIN vehicles**

If your vehicle is classified on eNaTIS as a Code 3 vehicle or SAPVIN, and it is written off or stolen, we may reduce your pay-out by up to the limit stated in the schedule.

A Code 3 vehicle is a new or used motor vehicle that has been rebuilt after sustaining damage in an accident or incident. Even though it is roadworthy and complies with all relevant legislation, it always carries a Code 3 rating.

A SAPVIN (SA Police Vehicle Identification Number) code vehicle can be allocated only by the Police when a vehicle's VIN number has been tampered with. The VIN number usually starts with AAPV.

---

eNaTIS (Electronic National Traffic Information System) is the motor-vehicle registration system of the National Department of Transport.

## Additional cover

When we accept a claim under your policy for an insured cause that happens during the period of insurance, you are also entitled to the additional cover. Additional cover is limited to the amount stated in the schedule. The excess in the schedule applies if stated below.

- **Auto glass** means if the glass in the windscreen, windows, head, tail, or spotlights or sunroof is damaged we will pay for its replacement or repair. Payment, replacement or repair of auto glass only will not affect your no-claim discount. The excess stated in the schedule applies to this cover.
- **Clean up and removal of debris** of the wreckage of your motor vehicle following the damage to such motor vehicle will be limited to the amount stated in the schedule.
- **How we handle claims in neighbouring countries**
  - If you have a valid claim, we may decide either to have the vehicle repaired in the country concerned, or have you bring it back to South Africa for repairs.
  - We will not pay for the following:
    - theft of parts or accessories while the vehicle is left unguarded at the scene of an accident
    - more than the amount in the schedule for towing costs and bringing the damaged vehicle back to South Africa
    - any government-imposed duties, customs, charges or stamps
    - if the vehicle is a write-off and you do not bring it back to South Africa, we will deduct the value of the salvage from your pay-out. The value of the salvage will be the amount we would have received for it in South Africa. You will remain the owner of the salvage and be responsible for complying with any local government requirements .
- **Emergency repairs** are automatically covered up to the limit stated in the schedule if due to loss or damage covered under this section. An itemised invoice is required for us to settle the claim.
- **Emergency hotel expenses**

In the event of loss or damage to the insured vehicle occurring at a distance greater than 200 km from your residence, we will pay emergency hotel expenses necessarily incurred, up to the limits stated in the schedule.
- **Imported parts mean the cost of air freighting and/or importing replacement parts and express delivery** up to the limit stated in the schedule. We will pay the amount equal to the part only. We are not responsible for the costs which you may incur as result of delays in the delivery of the parts.
- **Locks and keys** including anti-theft systems and remote control devices means costs necessarily incurred for loss or damage and any necessary reprogramming of such devices, including where the insured has reason to believe that an unauthorised person may be in possession of a duplicate device. The excess stated in the schedule applies to this cover.

---

Please note that when you cross the border into the neighbouring country, you usually sign an agreement on the temporary import permit stating that you will remove the car from that country when returning to South Africa.

- **Medical benefit** includes the following:
  - We will pay you the medical benefit stated in the schedule for accidental bodily injury to any person in the motor vehicle which occurs or arises as result of the accident.
  - We will pay you the medical benefit stated in the schedule following hijack/attempted hijack for hospital costs.
  - We will pay you the medical benefit stated in the schedule for accidental bodily injury to any person in the vehicle and involved in the incident.
- **Temporary vehicle rental** means when you hire or rent a vehicle from a car rental company for holiday, business use or other purposes and you have a loss or there is damage to this vehicle while it is in your possession or control. The car rental company will hold you liable to pay an excess. We will pay your excess up to the limit stated in the schedule subject to the following conditions:
  - the vehicle is rented for a maximum of 45 days or less
  - we will not pay if the driver of the rental vehicle is not the same as the driver declared to the car rental company.
- **Temporary substitute vehicle** means we provide cover for loss or damage to any substitute vehicle that is of a similar type or specification to your motor vehicle provided that:
  - your motor vehicle cannot be driven, for example it is being repaired, serviced or has had a mechanical breakdown
  - we cover you for up to 14 days from the day your motor vehicle is not driveable, or until it is returned, whichever the lesser
  - there is no insurance that covers the substitute vehicle
  - cover is limited to the sum insured of the existing motor vehicle stated in the schedule.

The excess stated in the schedule applies to this cover.

- **Towing and storage costs** – we will pay for these costs provided you have made contact with your broker to arrange for towing and storage when required. Your vehicle must be towed by Hollard-approved service provider that has been sent or authorised by your broker or Hollard. If you do not contact your broker or Hollard, cover for towing and storage costs will be limited to the amount stated in the schedule.
- **Transport cover** means loss or damage for accident, theft or attempted theft, fire, lightning, explosion or overturning of the motor vehicle when:
  - being transported by a nationally recognised professional transport contractor or railway to or from any local destination, or
  - being transported by sea between ports within South Africa, by air or to places in the countries in which the cover under this policy is valid,

including the loading and unloading of the motor vehicle.

- **Vehicle transfer cover for any vehicle you buy** means we cover loss of or damage to a vehicle you have purchased, but only for the first 72 hours after you have taken physical possession of the vehicle. This cover applies only if all of the following conditions are met:
  - you have purchased the vehicle from a member of the motor trade
  - the seller has no insurance that covers the vehicle
  - you have at least one motor vehicle insured for comprehensive cover under this policy
  - you must add the motor vehicle for comprehensive cover under your policy before we will accept your claim
  - the cover will be in place only while the motor vehicle is in the care of or being used by you, your spouse or any other insured drivers as stated in your schedule
  - cover is limited to the sum insured of the existing insured motor vehicles but not more than the limit stated in the schedule whichever the lesser.
- **Winching equipment** we will pay for sudden and unforeseen mechanical or electrical breakdown, failure, or breakage of the winching equipment of the vehicle. We do not cover you for the breakdown, failure and breakage caused by:
  - defective design, defective parts, defective repair or operation of the winching equipment not according to the stipulations and standards recommended by the manufacturer or supplier
  - wear and tear or gradual deterioration of the equipment's consumable parts or components, cable or coupling devices.

We will pay up to the limit stated in the schedule per incident.

## Optional cover

The following cover needs to be specifically requested by you. If we agree to give the cover it will be stated in the schedule and an additional premium will be payable. This cover will form part of the sum insured of your vehicle.

- **Car hire** means if your motor vehicle is damaged or stolen we will provide you with the use of a hire vehicle in terms of your selection stated in the schedule. Cover is limited to a maximum of the number of days selected by you and stated in your schedule or until your claim is finalised, whichever the lesser. This cover is effective from the date of report of the incident. The car hire option includes:

- a vehicle as selected by you from our available options stated in the schedule
- unlimited kilometres
- airport surcharge
- tourism levy
- delivery or collections up to 25 km from the nearest car hire company contracted by us.

You are responsible for the following:

- all fuel deposits, fuel and running costs
  - all toll road fees
  - insurance costs, including excesses
  - any traffic fines or penalties you may incur
  - any breakdown or recovery costs
  - the difference in costs between the car-hire group stated in your schedule and a more expensive car-hire group that you request
  - you must have a valid credit card issued in your name with which to pay the car-hire company for the above fees and excess
  - this section does not apply to motorcycles, caravans, trailers, vintage cars or vintage motorcycles.
- **Credit shortfall increased cover** means we will pay the difference between the retail value of the motor vehicle and the amount outstanding on the credit agreement if the vehicle is damaged and it is our opinion that it cannot be economically repaired or when it is stolen and not recovered within a reasonable period. We pay the difference to the titleholder stated in the agreement, excluding instalments or interest on arrears, up to the limit stated in the schedule, provided that the sum insured stated in the schedule is adequate.

This is additional cover, and applies if the limited cover is not enough.

- **Diminution in value** means if your vehicle is stolen and recovered within 30 days, we will pay, in addition to the damage to the vehicle, up to 10% of the retail value of the vehicle due to the diminution in value as a result of the vehicle being 'S'-marked on the SAPS Stolen Vehicle Circulation System, provided that:
  - we will pay up to the sum insured stated in the schedule
  - the vehicle is within three years of the date of first registration as new, or within three years of the date of first use, whichever the earlier.
- **4X4 Cover (Off-road)**

This cover applies only to a motor vehicle stated in the schedule and for which this cover is selected, but exclude the vehicles being used for the purpose of any organised competitive 4x4 off-road activities such as time trials and contests. Off-road use means we will cover your 4x4 or 2x4 and/or all-terrain motor vehicles. The off-road use is limited to four-wheel driving, trail driving, sand-dune driving or an activity on registered trails and registered adventure trails. This section does not apply to motorcycles, caravans, trailers, vintage cars or vintage motorcycles.

## Your obligations

**Vehicle security** means the installation of a tracking and recovery device. We may in certain instances require a tracking device in order to insure the vehicle for theft cover.

### ○ **Vehicle security warranty**

If a security or tracking device is a prerequisite and/or the sum insured of your vehicle is in excess of the limit stated in the schedule, you must be able to prove to us in the event of a claim:

- that it is an early-warning system type and not of dormant nature
- that it was already installed at the time of the incident, and was activated and working
- that it is self-testing, or had been tested in the last six months.

You must also be able to show us that you immediately reported any theft or hijacking to the tracking company, and that your contract was active and paid up.

If a tracking device is not a requirement, but you have installed one, we will waive the specific excess payable in respect of claims for theft or hijacking.

Check your schedule now to see whether a security or tracking device is a prerequisite for theft cover.

### ○ **Road traffic regulations** means you must ensure that your motor vehicles are not used for any purpose other than what they are specifically designed for.

### ○ **Other important information** you must adhere to:

- Keep your vehicle in a roadworthy condition (for example, replace worn-out tyres, brakes and defective lights).
- Take all reasonable precautions to prevent theft, for example:
  - remove keys when no one is in the motor vehicle
  - lock all doors and windows when your motor vehicle is parked and unattended
  - accompany anyone test-driving your motor vehicle when it is up for sale.
- Keep your motor vehicle well maintained and in good condition (for example, fixing paint problems, major rust, worn upholstery and unclaimed major scratches or dents).
- Service your motor vehicle as required by the manufacturer and keep records of this in case you need to claim for mechanical damage resulting from an incident.

## What is not covered

- Loss or damage caused by or resulting from any of the following:
  - mechanical, electronic or electrical breakdown, failures or breakages
  - gradual causes such as wear and tear, rust, mildew, corrosion or decay
  - depreciation or diminution in value of the insured motor vehicle consequent upon it having sustained damage while insured under this policy except if diminution in value is stated in the schedule
  - damage to tyres by:
    - the application of brakes, or
    - any road surface damage causing punctures, cuts or bursts
  - damage to tyres by braking, punctures, cuts or bursts
  - damage to the motor vehicle caused by or attributable to its unroadworthy condition or lack of maintenance
  - defective workmanship or repair to the motor vehicle or faulty or defective parts or components on the motor vehicle
  - confiscation
  - loss or damage resulting from the actions of domestic pets – for example, scratching, biting, chewing, tearing or soiling.
- **We will not pay for any loss or damage when you drive a damaged motor vehicle** means any further loss or damage to your vehicle caused by operating your motor vehicle after it was damaged in an incident.
- **Unlicensed driving:** we will not pay for loss or damage to the motor vehicle while you or any person with your express or implied consent drives or tows the vehicle:
  - with no driver's licence or learner's licence. Learner drivers must be able to show that they were accompanied by a licensed driver
  - have been charged or convicted of reckless or negligent driving
  - not correctly licensed or not complying with conditions of their licence
  - not complying in terms of legislation applying to the territory in which the motor vehicle is being used.
- We will not pay for loss, damage, injury or liability that arises when you are driving or towing your vehicle while:
  - under the influence of intoxicating liquor or drugs
  - the alcohol content in your blood exceeds the legal limit.

This is irrespective of the method used to determine the degree of intoxication – for example, a breathalyser test or a blood test.

This also applies to any other person who may be driving or towing your vehicle with your permission.

- Claims if the driver fails to return your motor vehicle, unless you take legal action against the driver.
- Loss or damage to trailers and caravans caused by or resulting from the following:
  - theft of permanent fixtures and fittings if the motor vehicle (caravan) is unoccupied more than 48 hours except while at the policyholder's insured address
  - theft of permanent fixtures and fittings while lent, let or sub-let
  - theft of the contents of the trailer or caravan unless specified
  - theft if all windows, doors, luggage compartments and roofs of the caravan or trailer are not closed and securely locked and there is no evidence of violent and forced entry.
- We do not cover you for any loss or damage, injury or liability if your vehicle is:
  - transported by sea (other than between ports within South Africa)
  - driven on an aviation apron or runway
  - driven underground in a mine.

## B. VEHICLE LIABILITY

### Specific definitions for this section

○ **What we cover as your motor vehicle**

Your motor vehicle is described in your schedule. It will either be a motor car, motorcycle, caravan or trailer, golf cart, light delivery vehicle, sport utility vehicle or kombi/microbus/minibus (or similar vehicle) and vintage vehicle designed or adapted to carry not more than 12 occupants (including the driver), or a station wagon or motorised caravan, not exceeding 3 500 kg in gross vehicle mass.

○ **Insured cause** means an incident that leads to:

- death or bodily injury to another person, but only if the driver can be held legally liable in terms of the applicable legislation at the time of the incident
- accidental physical loss of, or damage to tangible property
- legal costs and expenses which a claimant can recover in connection with a valid claim and with our consent.

○ **Other vehicle** means any vehicle not insured by this policy or not owned, being purchased, leased or hired by you.

### Where are you covered

The Republic of South Africa and temporary use in Botswana, Lesotho, Swaziland, Namibia, Kenya, Mozambique, Uganda and Zimbabwe.

## What is covered

- The amount you become legally liable to pay another person for loss or damage to their property in the period of insurance. The maximum amount we will pay for any one incident is stated in the schedule. Liability directly or indirectly caused by fire or explosion is limited to the amount stated in the schedule.
- We will pay up to the limit stated in the schedule to cover you or anyone you authorise to drive your vehicle, for legal liability to pay for damage to another person's property resulting from an incident caused by the use of your motor vehicle during the period of insurance. The cover also includes:
  - your legal liability for the cost of cleaning up by emergency services after an incident involving your motor vehicle
  - claims for damage to another vehicle or property because a vehicle collided with or tried to avoid colliding with:
    - property falling from your motor vehicle, or
    - property being loaded or unloaded from your motor vehicle.
- **Liability to third parties** means legal liability for amounts which you become legally liable to pay due to an occurrence involving the insured motor vehicle, including the towing, loading and unloading. Legal liability is limited:
  - to the amount stated in the schedule in the case of drivers under the age of 25 years
  - to the amount stated in the schedule in the case of motorcycles and golf carts.
- **Liability if another person drives or uses the insured vehicle** means legal liability for amounts you become legally liable to pay if another person drives your motor vehicle with your consent, provided that they:
  - have never, to your knowledge, been refused insurance
  - are not entitled to compensation under any other policy
  - comply with the terms of this policy.
- **Liability if you drive or use any other vehicle** means legal liability for amounts that you become legally liable to pay, due to an occurrence while driving or using any **other vehicle**. Damage to the other vehicle you are driving is covered only if:
  - the vehicle is the same type as the insured motor vehicle
  - you are the driver at the time of the incident
  - the vehicle is a private car or light delivery vehicle
  - you do not own the vehicle, it is not leased to you, and you are not purchasing it in terms of a credit agreement
  - loss of damage to the vehicle is excluded.

- We will pay up to the limit stated in the schedule if your motor vehicle is towing a caravan or trailer and loss or damage is caused to another person's property as a result of:
  - the actions of your caravan or trailer
  - your caravan or trailer running out of control after separating from your car while your car is moving
  - another vehicle colliding with or trying to avoid colliding with:
    - property falling from your caravan or trailer while it is being towed by your vehicle
    - property being loaded or unloaded from your caravan or trailer attached to your vehicle.

## Your obligations

In the event of an incident you must not admit fault or make any offer, deal or payment, unless you have our prior written agreement.

## Our rights

We are entitled to arrange for:

- representation at any legal autopsy or inquest relating to any death
- the defence in respect of any action which is the cause of or related to any occurrence.

## What is not covered

- Liability due to death or bodily injury to you or any member of your household or family.
- Liability due to death or bodily injury to any person in your employment, if the liability arises out of the course of such employment.
- Liability while the motor vehicle is being driven or used by you or any person with your consent and knowledge while under the influence of alcohol or drugs.
- Liability while the motor vehicle is being driven or used by you or any person with your consent and knowledge without a valid driver's licence.
- Liability due to accidental loss or damage to property belonging to you or a member of your household or which is in your custody and control or held in trust.
- Liability due to accidental death of or bodily injury to a person carried in a motor vehicle, caravan or trailer, light delivery vehicle or on the pillion of any motorcycle, scooter, three-wheeled vehicle, quad bike or in a golf cart.
- Liability due to any person on or getting in or out of a motorcycle, scooter, golf cart, three-wheeled vehicle or quad-bike.
- Liability for death of or bodily injury to any person, arising directly from the fact that your vehicle is unroadworthy.
- Liability or loss arising directly from the fact that your motor vehicle is unroadworthy or not maintained.
- Liability for damage to property carried in your vehicle, or any trailer or caravan attached to it.
- Liability due to accidental loss of or damage to other vehicles being towed.
- Liability due to accidental death of or injury to any person carried in a towed vehicle.
- Liability which arises if an insured or other vehicle is used for any purpose other than that stated in the schedule.
- Liability as a result of other drivers where there is indemnity under another policy.
- Liability as a result of other drivers, where the other driver has been refused vehicle insurance.
- Liability arising from the operation, demonstration or use of any tool of trade attached to the vehicle (for purposes other than maintenance or repair of the vehicle) or anything manufactured by or contained in the tool.

Sasria SOC Limited

## Dear customer...

---

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

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

Your contract with Sasria comprises:

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

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

We look forward to being of service to you.

### How to reach us

011 214 0800 or 086 172 7742 | [contactus@sasria.co.za](mailto:contactus@sasria.co.za) | [www.sasria.co.za](http://www.sasria.co.za)

## General terms and conditions

---

### How you should read this document

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

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

### Your Sasria policy and the underlying policy

#### **You must have an underlying policy in force**

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

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

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

#### **Policies that attach to the underlying policy**

Material Damage (Fire)  
Contract Works

#### **Stand-alone policies**

Motor  
Business Interruption (Standing Charges, Working Expenses, Loss of net profit, Loss of gross profit, Project Delay)

### **Policies that attach to the underlying policy**

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

#### **Standard S.A.I.A. Exceptions**

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

Your Sasria policy covers civil commotion, riot, strike, lockout, public disorder, rebellion and revolution and terrorism (S.A.I.A. Exceptions A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi) and C).

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

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

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

#### **Extensions**

Sasria special risk cover only applies to the basic cover of the underlying policy. It does not apply to any additional perils and extensions included in the underlying policy, whether optional or not. Sasria covers its own list of extensions at an additional premium.

#### **Excess**

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

For Contract Works, the following excess is payable:

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

The following minimum and maximum amounts apply:

Minimum excess (first amount payable)

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

Maximum excess (first amount payable)

- R25 000

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

## Premium

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

## Period of insurance

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

## Sasria and the underlying insurer must sign your schedule

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

## Cancellation

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

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

## Our rights

### To review rates and premiums

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

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

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

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

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

### **To take possession of damaged property**

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

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

### **To take legal action on your behalf**

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

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

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

### **Transfer of rights**

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

## **Sharing information**

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

## **Your responsibilities**

### **To be covered**

To be covered under your Sasria policy:

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

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

### **Pay the premium in advance**

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

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

### **Take all reasonable precautions**

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

### **Do not withhold information or commit fraud**

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

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

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

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

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

## **Compensation**

### **How we compensate you**

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

### **Who gets the compensation?**

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

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

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

## **Policy limits**

The limits of compensation are detailed in the respective policies.

## **Agreed value**

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

## **Countries where you are covered**

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

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

## **Disputes**

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

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

## **Amendment**

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

# How to claim

---

## What to do after an insured event

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

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

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

## Supporting documents

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

# Material damage (Fire)

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

## Important words and phrases

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

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

## WHO do we cover?

In the Material Damage policy, Sasria covers the policyholder.

## What we cover

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

1. Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
2. Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
3. Any act which is calculated or directed to bring about loss or damage in order to further any

political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;

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

## What we DON'T cover

Sasria does not compensate you for:

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

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

## Conditions

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

## Compensation

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

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

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

## Dear customer...

---

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

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

Your contract with Sasria comprises:

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

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

We look forward to being of service to you.

### How to reach us

011 214 0800 or 086 172 7742 | [contactus@sasria.co.za](mailto:contactus@sasria.co.za) | [www.sasria.co.za](http://www.sasria.co.za)

## General terms and conditions

---

### How you should read this document

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

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

### Your Sasria policy and the underlying policy

#### **You must have an underlying policy in force**

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

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

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

#### **Policies that attach to the underlying policy**

Material Damage (Fire)  
Contract Works

#### **Stand-alone policies**

Motor  
Business Interruption (Standing Charges, Working Expenses, Loss of net profit, Loss of gross profit, Project Delay)

### **Policies that attach to the underlying policy**

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

#### **Standard S.A.I.A. Exceptions**

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

Your Sasria policy covers civil commotion, riot, strike, lockout, public disorder, rebellion and revolution and terrorism (S.A.I.A. Exceptions A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi) and C).

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

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

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

#### **Extensions**

Sasria special risk cover only applies to the basic cover of the underlying policy. It does not apply to any additional perils and extensions included in the underlying policy, whether optional or not.

#### **Excess**

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

For Contract Works, the following excess is payable:

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

The following minimum and maximum amounts apply:

Minimum excess (first amount payable)

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

Maximum excess (first amount payable)

- R25 000

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

### Premium

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

### Period of insurance

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

### Sasria and the underlying insurer must sign your schedule

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

## Cancellation

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

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

## Our rights

### To review rates and premiums

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

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

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

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

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

### **To take possession of damaged property**

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

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

### **To take legal action on your behalf**

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

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

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

### **Transfer of rights**

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

## **Sharing information**

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

## **Your responsibilities**

### **To be covered**

To be covered under your Sasria policy:

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

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

### **Pay the premium in advance**

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

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

### **Take all reasonable precautions**

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

### **Do not withhold information or commit fraud**

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

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

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

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

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

## **Compensation**

### **How we compensate you**

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

### **Who gets the compensation?**

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

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

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

## **Policy limits**

The limits of compensation are detailed in the respective policies.

## **Agreed value**

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

## **Countries where you are covered**

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

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

## **Disputes**

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

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

## **Amendment**

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

# How to claim

---

## What to do after an insured event

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

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

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

## Supporting documents

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

# Motor

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

## Important words and phrases

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

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

## WHO do we cover?

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

## Vehicles categories

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

### Motor category 1 (M1)

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

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

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

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

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

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

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

The underlying policy must be endorsed as follows:

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

### **Motor category 2 (M2)**

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

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

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

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

- Non-registered types

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

### **Motor category 3 (M3)**

- Minibus

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

- Midibus

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

#### **Motor category 4 (M4)**

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

#### **Motor category 5 (M5)**

- Buses

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

#### **Motor category 6 (M6)**

- Registered mobile plant

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

#### **Motor category 7 (M7)**

- Bus Rapid Transit system

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

#### **Motor category 8 (M8)**

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

## **Relationship between vehicle and the policyholder**

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

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

## **What we cover**

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

1. Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
2. Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
3. Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in

protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;

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

## What we DON'T cover

Sasria does not compensate you for:

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

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

## Conditions

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

## Compensation

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

### **In the event of a total loss:**

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

### **Accessories or spare parts:**

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

### **Towing and storage costs:**

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

General terms and conditions

## IMPORTANT INFORMATION

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

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

### WARNING

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

**JACANA**  
ADMINISTRATORS

**T:** 086 111 6642 | **W:** [jacana.africa](http://jacana.africa)  
**A:** 44 Mostert Street, Nelspruit, 1201

**Holland.**

Tel: (011) 351 5000  
[holland.co.za](http://holland.co.za)

---

Underwritten by The Holland Insurance Company Limited (Reg. No. 1952/003004/06), a Licensed Non-Life Insurer and an authorised Financial Services Provider