

# Personal Policy Wording

Howdie

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## Contents

### GETTING STARTED

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Understanding your policy	2
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### WHAT YOU CAN CLAIM FOR

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Buildings	18
Household contents	33
All Risks	47
Personal liability	53
Extended Personal liability	60
Cyber insurance	65
Legal costs	74
Personal accident	79
Motor	84
Pleasure-craft	105
Sasria SOC Limited	112

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Understanding your policy

Howdie

## Introduction

### Welcome to Hollard

This policy intends to give you peace of mind that you will be covered when an unexpected event affects you or your insured property negatively. You are only covered for the sections you have chosen, as shown in your policy schedule. We will pay a claim during the period of insurance on the following conditions:

- Your premiums are paid up to date.
- You give us all the information that affects the risks we insure.
- You keep to all the terms and conditions of this policy.
- No exclusions listed in your policy wording or policy schedule apply to the claim.

### The parties to this policy

This policy is a legal contract between Hollard and the policyholder. Only the policyholder has rights under this policy – even though we have defined "you" to include other persons.

- **The insurer**

'We', 'us' and 'our' refer to **The Hollard Insurance Company Limited (Hollard)**, registration number 1952/003004/06, a licensed Non-life insurer and an authorised Financial Services Provider.

  - Certain services and functions are performed by our service providers and administrators, as shown in your policy schedule's disclosure section.
  - The words 'we', 'us' and 'our' include our service providers and administrators, even though they are not parties to this policy.
- **The policyholder**

'You' and 'your' refer to the policyholder named in the policy schedule who is the owner of this policy. The policyholder could be a natural person or a juristic entity:

  - **Natural person:** If the policyholder is a natural person, then the reference to 'you' and 'your' includes that person's partner and members of their family who are financially dependent on them and permanently live at the same address. If applicable, it includes that person's personal legal representatives.
  - **Juristic entity:** If the policyholder named in the policy schedule is a juristic entity (Company, Close Corporation or a Trust) then the reference to 'you' and 'your' includes the directors, members or trustees (as applicable).
- **The co-insured**

The co-insured refers to another natural person or juristic entity (Company, Close Corporation or Trust) who has an insurable interest in only certain property which is insured under this policy. The co-insured named in the policy schedule is noted for their respective rights and interests applicable, the co-insured is also covered for their personal legal liability.

## Key terms to understand

<b>Schedule</b>	The section of the policy that explains what you're covered for, and for how much. It also includes additional documents such as the Excess and Limit sections and endorsements applicable
<b>Claim</b>	When you ask us to compensate you for loss or damage
<b>Loss</b>	When the insured property is damaged and cannot be repaired; or we are of the view that it is uneconomical to repair; or if your property has been lost or stolen
<b>Damage</b>	When damage to your property can be repaired
<b>Insured event</b>	When something happens that you are allowed to claim for
<b>Excess</b>	The amount that you must pay for any claim

## Why the Schedule is so important

This is probably the most important section of the policy. It tells you such things as:

- how much you pay in premiums and fees
- how much your excess is
- which parts of your property are covered by the policy
- what kinds of cover you have chosen
- what sums insured/limits you are covered for
- what your security requirements are.

Take some time now to acquaint yourself with the Schedule. If you spot any errors, please tell your broker right away.

## 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 Ombud. You must do so within six months after receipt of the final response to your complaint from your broker or from Hollard.

The FAIS Ombud  
PO Box 74571  
Lynnwood Ridge  
0040

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

The FAIS Ombud  
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.

### Important information

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

- You must be informed of any material changes to the details of the Intermediary and us.
- 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

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

## Understanding all the legal stuff

### This is a legal contract

This policy wording and the Schedule are simply a legal contract between you (the person listed in the Schedule) and us (The Hollard Insurance Co. Ltd, Reg. No: 1952/003004/06).

It basically says that if you suffer a loss from an insured event, we will pay out. This is on condition that you have paid your premiums, and you comply with all terms and conditions.

### Making things as clear as possible

The policy is designed to avoid confusion, so any word that has been formally defined – for example, claim or insured event – shall have that meaning wherever it appears.

All the headings that you see are merely to help you find information quickly. But remember that they are merely summaries; you must read the detail underneath. The content of the clauses will always be the final authority in the event of any dispute around meaning or interpretation.

### This is YOUR policy

Only you have rights under this policy – even where we have defined "you" to include other persons.

### Insurable interest

You can only claim for items in which you have an insurable interest – i.e. items which, if lost or damaged, cause you to be worse off financially.

For example, you have an insurable interest in your own house, because if it is damaged, it results in a loss for you. However, damage to your neighbour's house does not leave you financially worse off, so you have no insurable interest in it, and therefore cannot claim for it.

### The privacy of 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.

## Sasria (Applies only in South Africa)

### Sasria

Sasria SOC Ltd Reg: (1979/000287/06) is an insurance company that covers your property for extraordinary, unusual insurance events. You have the choice to take out cover provided by Sasria for loss or damage to your property if it is caused by unrest, riot, strike or public disorder. The Sasria cover is not underwritten by us and it is provided according to the terms of the Sasria SOC Ltd coupon.

Sasria cover applies in South Africa only. Please turn to the end of this document for the full list of cover as described by Sasria itself.

## Underwriting Managers

Hollard appointed the following underwriting manager to perform certain functions on its behalf:

### ITOO Special Risks – Claims under the Cyber insurance section of your policy

ITOO Special Risks (Pty) Ltd (ITOO) acts as an Underwriting Manager for The Hollard Insurance Company Limited and has a signed binder agreement to this effect. In terms of this agreement, ITOO may settle all valid claims.

Hollard pays ITOO a binder fee for performing the abovementioned function as well as a share in the profits of the scheme. ITOO is an authorised Financial Services Provider, FSP number 47230, Registration number 2016/281463/07. ITOO has Professional Indemnity insurance and Fidelity Guarantee insurance in place.

ITOO will assist you with any queries on **Cyber insurance** claims. Please call **0860 000 123** on weekdays between 8am and 5pm, and select the reason for your call. Your call will be routed directly to ITOO.

#### Postal address

ITOO Special Risks  
PO Box 87419  
Houghton, 2041

#### Physical address

ITOO Special Risks  
Villa Arcadia  
22 Oxford Road  
Parktown, 2193

Tel:

011 351 5000

Fax:

011 351 8015

Web:

[www.itoo.co.za](http://www.itoo.co.za)

Compliance officer:

Associated Compliance, 011 678 2533, [craig@associatedcompliance.co.za](mailto:craig@associatedcompliance.co.za)

### Conflict of interests relating to ITOO

- ITOO receives more than 30% of their income from any insurer.
- ITOO does not have a relationship with any insurer that provides a financial interest other than ownership.
- ITOO does not have a relationship with any other broker or binder holder and/or administrator that provides an ownership or financial interest.
- ITOO does not have a relationship with any distribution channel that provides an ownership, financial interest or support service.
- The Hollard Group has an equity interest in ITOO and Hollard has appointed a non-executive director to the board of ITOO.

Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these. A full copy of ITOO's Conflict of Interest Management policy is available on their website at [www.itoo.co.za](http://www.itoo.co.za) or by written request to [info@itoo.co.za](mailto:info@itoo.co.za).

## Your responsibilities as the policyholder

### Be aware of how we use this information

Please note that the information you give us will be stored on databases and shared with other parties in the insurance industry in order to gather industry statistics, improve the quality of risk assessment and combat fraudulent claims. It is important to understand that this information will remain at the disposal of these parties, even after your policy with us ends.

### Keeping pace with inflation

Every month, your sum insured will be increased by an appropriate percentage so that it keeps pace with inflation. At your policy anniversary date, the increased sum insured will be formally reflected in your Schedule, and your premiums will be adjusted accordingly.



This applies to the following sections:

- House contents
- Buildings
- All Risks – Unspecified property

It remains your responsibility to ensure that you are adequately insured at all times.

**Example:**

The sum insured of your home is R1 000 000. At renewal we will increase it by an inflation-linked percentage, for example 10%, which will increase your sum insured to R1 100 000 for the next 12 months. Even if we increase the sum insured by the inflation-linked percentage, it is still your responsibility to ensure that your sum insured is correct.

**Prevent/minimise loss or damage**

You must take all reasonable steps to prevent loss or damage, death, bodily injury, liability and accidents and reduce the damage to your insured property after an event, or we might not compensate you for any loss or damage. For example, if you have a leak in your pipes that causes flooding in your home, you have a responsibility to call in a plumber to turn off the flow of water to prevent further flooding; you cannot just leave things as they are.

**Tell us if you wish to cancel the policy**

You may cancel the policy at any time. If we wish to cancel the policy, however, we must give you 31 days' written notice. If your policy is an annual one, we will have the right to keep a small portion of any premiums we refund to you.

**Tell us of any changes**

You are allowed to request a change to the policy at any time. Please note that the changes you request may require us to amend the terms and conditions of the policy.

We are allowed to request a change in the policy from you – for example, an upgrade of your alarm system – provided we give you 31 days in which to do it.

**You must give us all material information**

Material information is essential information which can influence our decision whether to accept a risk at inception or during the period of insurance, to apply more conditions or to change your premium. You must give us all material information, and tell us within 21 days from the date that any material information changes.

Examples of material information: Your insurance claims history, the regular driver's date of birth, or your home's security measures.

- The most important changes you must tell us about are listed below, but there could be others:
  - If your home is unoccupied for more than 60 consecutive days.
  - If the security measures in your home changes.
  - If the regular driver of the vehicle changes.
  - When you alter, extend or renovate your home, notify us before you start.
  - If your policy schedule details are no longer accurate, for example you change your address or if you purchase new insured property.
  - If you are convicted of a criminal offence.
  - If you run a business from your home.
  - If another insurer declines to provide insurance, cancels or refuses to renew a life insurance or short-term insurance policy for you, anyone living with you or anyone who is covered under this policy.
- If any of your information is incomplete or incorrect at any time, our decision was based on incorrect information. This means we may not have agreed to cover or continue to cover your property with your current premium, limits or conditions.
  - We may cancel your policy from the date that you gave us incorrect information, or since there was a change in the risk that you did not tell us about. If we cancel, you lose your right to claim and we will refund the premiums we received after the cancellation date, less the claims amount we may have paid.

- If we do not cancel your cover, we may then apply special conditions, a reduced sum insured, a reduced limit, an increase in the premium or a higher excess.

### **Avoid fraud**

All dealings concerning this policy must be done honestly and in good faith. If you are found to have engaged in fraudulent or dishonest behaviour, you will lose all rights to claims and premiums and your policy will be cancelled from the date of the fraud. Moreover, we may take legal steps to recover damages from you.

Examples of fraudulent behaviour are:

- o providing false information in support of a claim or about your risk profile
- o making a claim that you know to be false, fraudulent or exaggerated
- o obstructing the outcome of a legal matter.

### **Observe all terms and conditions**

Terms and conditions are basically the rules you have to stick to in order for the policy to be valid – for example, paying your premiums on time or letting us know if you have changed your residential address.

Some conditions are so strict that they are actually guarantees on your part – for example, all jewellery and watches valued at more than the limit stated in the Schedule must be kept locked away in a safe.

Make sure you and the co-insured understand and comply with all terms, conditions, your responsibilities and the claims process. If you don't comply with them, it may result in us refusing to pay out for a claim.

### **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

##### **Debit order date**

Your premium is due on your chosen debit order date, but your cover runs for a calendar month.

- o **First debit order:** Your first debit order may or may not fall on your chosen debit order date as explained below:
  - If your policy inception date and your chosen debit order date is on the first of the month, we will debit your account on the first of the month with your full premium for cover from the first of the month until the last day of the month.

If your policy inception date is not on the first of the month, then you must pay a pro-rata premium for cover from your policy inception date until the last day of the month. You may ask us:

    - to debit your account with the pro-rata premium on an earlier date than your chosen debit order date; or
    - to debit your account with the total of your pro-rata premium plus your first month's full premium on your chosen debit order date.
  - If your first debit order fails, this policy will not start and you will not be covered.
- o **Subsequent debit orders:** After your first debit order, we will cover you from the first of every subsequent month to the end of the month as long as you have paid the premium for that month.
- o **Working days only:** If your debit order date falls on a Sunday or public holiday, we will debit your bank account on the first working day before or after the Sunday or public holiday.

### **Grace period**

From the second month of cover, we allow a one month grace period (extra time) for you to pay your premium. We will not pay any valid claims that happen during the grace period, unless you pay the outstanding premium within the grace period.

### Rejected and stopped debit order

If a debit order is rejected because of insufficient funds, we will debit your bank account with two months' premium on your next debit order date.

- If that collection is successful, your policy will continue.
- If that collection is not successful, your policy will end on midnight of the last day of the calendar month for which premium was received.

If you stop a debit order directly with your bank we will not attempt another collection. Your policy will end on midnight of the last day of the calendar month for which premium was received.

### Changes to your policy

If you make a change to your policy which affects your monthly premium, the following applies:

- **Changes effective on the first of the month:** We will amend your monthly debit order with the new premium.
- **Changes effective on any other day of the month:** Because your cover runs for a calendar month, it means that there will be a pro-rata premium due to amend your cover from the effective date of the change until the last day of the month. We will amend your monthly debit order with the new premium and we will deal with the pro-rata portion as follows:
  - **Reduction to your monthly premium:** If the change reduces your monthly premium, we will reduce your next debit order with the portion of the premium we owe you for cover until the last day of the month (the pro-rata premium).
  - **Increases to your monthly premium:** If the change increases your monthly premium, we will increase your debit order with the portion of the premium you owe us for cover until the last day of the month (the pro-rata premium).

### If cover ends

If your cover ends because you cancel it, we cancel it or there is a total loss claim, we will pay back that portion of the monthly premium which relates to the period after the date the cover ended. We have the right to keep a small portion of any premiums we refund to you, to cover our costs.

### Annual premiums

#### EFT or direct deposit

You must pay your annual premium via electronic fund transfer or direct deposit. Your broker will provide you with the relevant banking details.

#### Period of insurance

Your cover is in place for 12 months after your policy inception date and each subsequent policy anniversary date once you have paid your premium.

#### Grace period

We allow a one month grace period (extra time) from your policy inception date and each policy anniversary date for you to pay your annual premium.

- **Policy inception date:** If your first annual premium is not received within one month after your policy inception date, this policy will not start and you will not be covered.
- **Policy anniversary date:** If any following annual premiums are not received within one month after your policy anniversary date, your policy will end on the last day of the previous period of insurance.
- **Claims during the grace period:** We will not pay any valid claims that happen during the grace period of one month, unless you pay the outstanding premium within the grace period.

### Changes to your policy

If you make a change to your policy during the period of insurance which affects your annual premium, the following applies:

- **Reduction to your annual premium:** If the change reduces your annual premium, we will pay back the portion of the premium we owe you.

- **Increases to your annual premium:** If the change increases your annual premium, you must pay a pro-rata premium. This pro-rata premium will cover you from the effective date of the change, until your next policy anniversary date. You must pay the pro-rata premium within one month after the effective date of the change.

### If cover ends

If your cover ends because you cancel it, we cancel it or there is a total loss claim, we will pay back that portion of the annual premium which relates to the period after the date the cover ended. We have the right to keep a small portion of any premiums we refund to you, to cover our costs.

## How much we pay

### We restore your original financial position

When we settle a claim with you, our objective is to leave you in the same financial position as you were before the loss occurred. This may be based on:

- replacement value or "new for old", where the pay-out is based on the value of similar new property
- a pre-agreed sum
- any other basis as described in the relevant section, such as the retail value of a vehicle.

How much we pay out is always based on the value of the lost property, and not the sentimental or other specific value the property may hold for you.

#### Example

##### *Value*

If your three-year-old television set is stolen, we may buy you a new one or pay the price of a new one. If your photo album or digital camera is lost, however, we pay only for the album or camera, and not the sentimental value of the photos they contain. If your television set is damaged by lightning and we cannot repair it we will buy you a new one or pay out. The damaged item (salvage) then becomes our property and you may not dispose of it before we agree to it.

##### *Salvage*

Any insured property that we decide is uneconomical to repair or any lost or stolen property which is recovered is referred to as salvage and becomes our property after the settlement of your claim.

This means that any salvage always becomes our property after we have paid out your claim.

### We always decide how we pay out

If the damaged items you are claiming for can be repaired, we may pay for the cost of the repair – but only if it makes economic sense to do so. Otherwise, we may replace the items, pay out in cash or give you a combination of all three.

### You cannot claim more than the actual loss

We will never pay out more than the value of the lost or damaged property, even if you are over-insured. This also means that you could never be paid out twice for the same event – for example, by claiming under two different sections of this policy.

### Dual insurance

If you have more than one insurance policy in place that covers you for the same insured property, the full amount of the claim will be split proportionally between the different policies.

- The cover you have under each policy will determine how we split the claim amount.
- If you claim from us, you may not also claim from the other insurer, and if you claim from the other insurer, you may not also claim from us.
- If you claim from us, we may settle your claim in one of the following ways:
  - We may pay the full claim amount to you and recover from the other insurer the part of the claim which they are responsible for.

- We may pay only our part of the claim to you and arrange with the other insurer to pay their part of the claim directly to you.
- Whichever option we decide on, we will pay back the part of the premiums received which relates to the other insurer's part of the claim, but only in respect of premiums received for three years prior to the date of the claim.
- It is the other insurer's responsibility to refund premiums you paid to them relating to our portion of the claim, and you will have to contact the other insurer directly for a refund.

### You cannot claim more than the sum insured

To restore your original financial position, the pay-out will be based on the value (as above) of the lost property, but never more than the sum insured.

#### Example

If your new car is stolen, we may buy you a new one or pay the price of a new one. The amount paid will never exceed the sum insured or the new list price, whichever is the lesser amount.

### How we may settle a third-party liability claim

In the event of a claim for liability towards a third party, we may finalise the claim by paying the limit of liability, or any lesser amount for which the third-party claim may be settled. This will release us from any further liability for the claim.

### We do not pay interest

Although we strive to settle all claims promptly, we cannot be held responsible for any interest on an outstanding claim. We do not pay interest on any amount due by us unless ordered to do so by a South African court of law or agreed arbitrator.

### How your excess works

- Your excess is the first amount that you must pay towards a claim under this policy. The excess for each benefit is listed in the Excess and Limit section of your policy schedule. The following are the different types of excesses which could apply to a claim:
  - **Basic excess:** This is the standard defaulted excess which will apply. In the Buildings and Household contents sections you can choose for your basic excess to be nil, and in the Motor section you can choose for the basic excess to be a nil or a percentage of the claim.
  - **Additional/Compulsory excess:** This is an extra amount in addition to your basic excess and voluntary excess. If additional excesses apply to you, we will show them in your policy schedule. More than one additional excess can be applied in the event of a claim.
  - **Voluntary excess:** This is an extra amount that you chose on top of your basic excess. If a voluntary excess was selected by you, we will show it in your policy schedule.

The voluntary excess will only have to be paid where the excess is shown as the word 'Basic excess'. You don't have to pay the voluntary excess in the following instances:

  - Excesses that are shown as the word 'Nil' amount.
  - Excesses that are not the basic excess and shown as a rand amount or a percentage of the claim amount.
- Any excesses in the Excess and limit section of your policy schedule that are shown as rand amounts or percentages of the claim amount instead of the words 'Basic excess' or 'Nil', will always have to be paid. This means that even if you:
  - Chose a **nil basic excess** you have to pay these excesses.
  - Qualify for a **nil basic excess** because you are 55 and older you have to pay these excesses.
- If your claim involves more than one benefit under a cover section, you only have to pay the highest excess. The excess that you must pay is the total of all of the following:
  - Your basic excess or alternatively the rand amount or a percentage of the claim amount (as applicable); and
  - Any applicable additional and voluntary excesses.

- If you claim under more than one cover section because of the same event, you again only have to pay the highest excess (basic excess plus the total of any additional and voluntary excesses as applicable) under all the cover sections.
- If we settle a claim by making a payment to you, then we will deduct the excess from the amount we pay. If we settle a claim in any other way, then you must pay the excess directly to the service provider.

### **Wait before disposing of damaged property**

If there are damaged items as a result of a claim, you must not abandon them or get rid of them until we agree that you may do so.

## How to claim

### **Step 1: Tell us right away**

Tell us about any event that may lead to a claim as soon as possible, but not later than 30 days after the event. Give us all the relevant details.

### **Step 2: Do not admit liability**

Do not under any circumstances admit liability for the event that led to the claim, or make misleading promises to anyone. This means that you should not:

- make any statements (unless required by law)
- offer payment to anyone
- negotiate with anyone claiming from you.

### **Step 3: Inform the police**

Inform the police immediately after the event. 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.

### **Step 4: Send us the evidence and documents we ask for within the reasonable time that we give you**

We typically need the following information, but we may ask for more depending on the details of your claim:

#### **Buildings, Household contents and All risks**

- A description of the damage you are claiming for.
- Photographs taken of the scene (if any were taken).
- Copies of damage reports (if done).
- Proof of forcible or violent entry to, or exit from, the building or the premises (in the event of theft).
- The police case number (in the event of theft, suspected theft or criminal acts).
- The details of witnesses and any other persons that were involved in the incident (if applicable).
- Details of any other insurance that also covers the same insured property.

#### **Motor**

In addition to the information listed above, we will also need the following:

- A sketch and a description of the incident.
- The driver's details and identity number. If the driver does not have a South African driver's licence, we need a copy of their valid international or SADC driver's licence.
- The police reference number (accident report or case number).
- A copy of the statement made to the police.

### **Step 5: Give us proof of ownership and proof of value when we ask for it**

- Proof of ownership or value includes documents such as a sales receipt which notes the item's description or code, the price, date and the place that you bought the item from.
- If we specifically require a valuation certificate, it will be stated under the cover section or we will ask you for it.
- For claims under the Motor section, we will always need a copy of the vehicle's registration document as proof of ownership.

**Step 6: Send us all other documents you may receive**

Send us any further documentation you may receive immediately (such as a letter of demand).

**Step 7: Help us with any legal proceedings**

Your assistance may be required if we decide to start legal proceedings against any party responsible for the loss. Note that any such legal action may be taken in your name.

**Sign a release**

You may have to sign a release before we pay out.

**Claim procedure is at your own expense**

Unless we specifically offer to pay and make provision for payment in the Schedule, the entire claim procedure above is done at your own expense.

## Time limits that affect your claim

**Don't miss these key deadlines**

- 90 days  
If we formally reject or dispute a claim, you have 90 days to appeal this decision with us.
- 180 days  
If we maintain our rejection, you have a further 180 days to start any legal action against us.
- 365 days  
Your claim will no longer be legally enforceable after 365 days, unless you have started legal action against us, or the claim concerns your legal liability towards a third party.

If you go beyond any of these time limits, your right to the payment of the claim will lapse.

## Other points to note

**Sum insured will not be reduced**

This point is applicable to the following sections of this policy: Household Contents, Buildings and All Risks (unspecified items). It states that the sum insured will not be reduced after we have compensated you for a claim. We may, however, require you to pay an additional premium for the increase of the sum insured to the original amount from the date of loss to the next anniversary date.

**Cover applies in RSA and neighbouring countries**

The cover in this policy is valid within the territorial limits of South Africa, as well as the following countries: Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, eSwatini, Tanzania, Uganda, Zambia and Zimbabwe. However, cover for motor third party liability is not provided in Angola, Kenya, Tanzania and Uganda. If you travel to a country where it is required to take out third party liability cover at the border, you must claim under that policy first.

**Bringing damaged property back to South Africa**

If you want to claim for property damaged outside of South Africa, you must first bring it back into the country or to the nearest border post. You have to do this at your own expense, unless we have agreed to pay.

This condition does not apply to motor vehicles. If you are in an accident outside South Africa, then the conditions under **How we handle claims in neighbouring countries** applies.

**Obey the law**

- South African law applies to this policy and only the courts of South Africa may deal with any dispute about this policy, except for liability claims as required.
- You must comply with the law at all times, including any by-laws and regulations relevant to your property. Do not use your insured property in connection with any criminal offence. You must also obey the laws of other countries when you are travelling.



- We will not cover loss, damage or liability if you are involved in a criminal act. We may reject a claim and we may ask you to pay back any benefits that we may have paid for that claim and any costs we may have incurred relating to that claim.

### **How claiming affects your premium**

Whenever you are paid out for a claim, you may find that your premium is increased.

### **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.

### **Malicious damage**

We cover you for malicious damage to your insured property under the sections you have chosen.

Malicious damage occurs when someone (other than you or any of your beneficiaries) performs an act deliberately designed to cause you damage.

An example is someone deliberately scratching the paintwork of your car, or painting graffiti on your wall.

You are not covered for malicious damage if:

- you lend, let or sub-let your home, unless you can prove that it was not caused by your tenant; or
- you leave it unoccupied for more than 60 days in any 12-month period.

You are not covered for malicious damage inside your home and outbuildings if they do not comply with the minimum security requirements when the premises are unoccupied.

## **What we do not cover**

### **GENERAL EXCLUSIONS**

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You cannot claim for:

#### **Theft by false pretences or scams**

We do not cover any loss or damage if you are tricked by any means into parting with your insured property, such as through a scam or theft by false pretences.

#### **Gradual deterioration**

We do not cover loss or damage caused by gradual deterioration. We specifically do not cover loss or damage caused by any of the following kinds of gradual deterioration:

- Wear and tear from the ordinary day-to-day use of an item.
- Dryness or moisture, exposure to light or extreme temperatures, except if the loss is caused by storm or fire damage, or if you are covered under the optional Subsidence, landslip or ground heave – extended cover under the Buildings cover section.
- Exposure to natural forces such as sunlight.
- A slowly operating cause such as rust, rising damp, corrosion, decay, coastal or river erosion.
- Any cause that was not sudden and unforeseen.
- Lack of maintenance.

Please note that this exclusion does not apply to your included geyser cover under the Buildings cover section.

#### **Liability by agreement**

We do not cover liability for something that you could not reasonably be held liable for in the first place. For example, in an agreement you sign with a builder, you cannot accept liability for the actions of the builder who is renovating your home, for that is clearly his responsibility.



### **Dispossession or nationalisation**

This means loss that you suffer as result of your property being forcibly taken from you by a lawfully constituted authority, such as the national government or a provincial authority.

### **Consequential loss**

This is further loss that you may suffer as a consequence of an initial insured event.

Examples of consequential loss include:

- if your car is in an accident on your way to the airport, we will cover you for the damaged car, but not for any loss you may suffer as result of you missing your flight.
- if your video game console is stolen and the replacement model available is not compatible with your home theatre system. This incompatibility is an indirect or consequential loss associated with the theft. In this case we would not cover the cost of replacing your home theatre system.

The only time we cover you for consequential loss is when it is specified as part of your policy.

This refers to 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.

### **Losses covered by other legislation**

We do not cover loss, damage or liability as a result of any event where compensation is provided for by written law in South Africa, or any other country where this policy might apply. An example in South Africa is the Road Accident Fund Act.

### **Cyber incidents**

We do not cover any kind of loss, damage, liability or costs which are directly caused by a cyber incident, unless you have selected cover under the Cyber insurance section. A cyber incident is any of the following which affects the processing, use or operation of any computer, network, back-up facility or electronic data:

- Programming or operating errors by any person or persons.
- Unauthorised or malicious acts, such as intentional cancellation, corruption of data or incorrect entry, regardless of the time, place or whether it is a threat or a hoax.
- Malware and similar mechanisms which are specifically designed to disrupt, damage or gain unauthorised access to a computer system or electronic data, such as viruses, worms, Trojans, logic bombs, spyware, ransomware and denial of service attacks.
- Any unintentional failure, however minor, of any computerised system which is not directly caused by physical loss or damage.

### **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.

### **Riots, public disorder, terrorism**

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. An 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.

### **Intentional acts**

We do not cover liability, loss or damage caused by criminal, dishonest, reckless or intentional acts committed by you, members of your household or a co-insured. This includes if the event happens with your or their knowledge or consent.

### **Outbreaks, pandemics and epidemics**

There is no cover for costs, liability, loss or damage relating in any way to the following:

- A declared or classified epidemic or pandemic, including any mutation or variation thereof. This applies regardless of when it was declared or classified.
- A communicable disease or the fear or threat of a communicable disease. This includes any disease which can be transmitted by a substance, agent or organism (such as a virus, bacterium or parasite), and is regardless of the method of transmission (such as airborne or bodily fluid transmissions).

### **Pollution and contamination**

There is no cover for liability, loss or damage caused by or related in any way to pollution or contamination. There is also no cover for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances.

Pollution or contamination means the discharge, release, dispersal, seepage or escape of any solid, liquid, gas, contaminant or pollutant. For example: Humidity, fumes, smoke, soot, chemicals, acids or waste.

### **Electricity Grid Failure**

We do not cover loss, damage, any amount of any kind, or liability that is caused (in any way) by Electricity Grid Failure, which is defined below.

**Electricity Grid Failure** is an interruption to or suspension of electricity supply, in any manner and from any source, and for any reason (including damage and any inability and/or failure on the part of the supplier) which affects an entire municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time, including any interruption, power surge or suspension at the reconnection or reinstatement of electricity supply.

This exclusion also applies to consequential losses in respect of any public utilities that are affected by Electricity Grid Failure, including but not limited to, the disruption of water, telecommunications and sewage systems. It also applies to other consequential losses, such as the deterioration of any food or other items.

This exclusion does not apply to Loadshedding (defined below) which remains covered subject to the terms and conditions in your policy.

**Loadshedding** is the intentional, total or partial, withholding of electricity supply (from any source) by any party other than the insured, implemented in phases, which do not affect a municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time.

Buildings

Howdie

## Key terms to understand

<b>You</b>	You (the policyholder), your spouse, and any members of your immediate family who normally reside with you and are financially dependent on you
<b>Buildings</b>	<ul style="list-style-type: none"> <li>○ The <b>private residential building</b> (main building) situated at the risk address as shown in your policy schedule and used for domestic purposes (for example a house, townhouse or flat).</li> <li>○ <b>Outbuildings</b>, such as garages, storage rooms, staff quarters, studios, consulting rooms, flatlets, cottages or any other building that is not attached or connected to the main building with an interleading door.</li> <li>○ <b>Permanent structures</b> such as garden sheds, Wendy houses, Zozo huts, green houses, paths and driveways, patios, tennis courts, walls, gates and fences, swimming pools, saunas, spa baths, ponds and water features.</li> <li>○ <b>Fixtures and fittings</b> owned by yourself such as aerials, satellite dishes and masts, wind turbines, domestic tanks, gutters, fitted fish tanks and aquariums, fitted electrical and gas appliances.</li> <li>○ <b>Fixed machinery</b> such as domestic filters, boreholes, pumps, motors and air-conditioning plants.</li> <li>○ <b>Systems</b> fitted for solar power, climate-control, alarms, lighting, water recycling and water irrigation.</li> <li>○ <b>Municipal connections</b> for water, sewerage, gas, electricity and telephone which includes underground pipes, cables, sewers and drains.</li> <li>○ <b>Glass</b> doors, windows and sanitary ware including lettering, ornamental work and alarm sensors on glass.</li> <li>○ <b>Photo-voltaic systems</b> (commonly referred to as solar PV systems), inverters, batteries and fixed generators directly connected to the building's wiring.</li> <li>○ <b>Water heating systems and their individual components</b>, such as electrical geysers, heat pumps and solar geysers (including solar panels connected to the solar geyser), hot water tanks, stands and tubes.</li> </ul> <p><b>The definition of buildings does not include:</b></p> <ul style="list-style-type: none"> <li>○ Inflatable or portable spas and swimming pools.</li> <li>○ Buildings used as a hotel, motel or boarding house.</li> <li>○ Water in a tank, swimming pool, spa or any other container unless specifically provided for by this policy.</li> <li>○ Loose or compacted soil, earth, gravel, pebbles or granular rubber. For example, sand on tennis courts or gravel driveways.</li> <li>○ Earthen walls and structures.</li> <li>○ Earthen and gravel driveways.</li> <li>○ Dam walls.</li> <li>○ Piers, jetties, bridges and culverts.</li> </ul>
<b>Premises</b>	Your private residential building, outbuildings and the grounds on which they are built, situated in South Africa
<b>Risk address</b>	The address in your Schedule
<b>Unoccupied</b>	Your buildings are unoccupied if you or any of the people who usually live there or the person left on the premises in charge of and with access to the private residential building, have all gone out
<b>Uninhabitable</b>	A building is uninhabitable when we agree that it is not safe or suitable to be lived in while being repaired because of a valid claim under this policy

<b>Standard construction</b>	Means that all buildings have been built with: <ul style="list-style-type: none"> <li>○ walls of brick, stone or concrete</li> <li>○ roofs of slate, tile, concrete, asbestos or metal</li> </ul>
<b>Non-standard construction</b>	Means that a building has been built with material other than those defined in the above definition of 'Standard Construction', such as a thatch roof or walls of wood
<b>Paying guest</b>	A guest who stays in the building for a short period, without a contract, in exchange for a fee
<b>Tenant</b>	A person who signed a rental agreement to live in the building for a set period. This includes sub-tenants

## Paying out after a claim

### How much we pay

We pay out based on the reasonable repair cost of the part of your building that is damaged. If the damage to the building is uneconomical to repair the pay-out will be based on the replacement cost of the damaged part of the building.

#### Example

If your claim is for an old shower door which accidentally broke, we will replace it with a new door, even if the old door is worth a lot less.

### Bank may be paid out before you

The financial institution financing your premises always has first claim on any pay-out to you, if this is the only way to settle any outstanding debt you still owe them.

This means that if you are financing your premises with a bank or authorised credit provider, be aware of the fact that they are entitled to use your insurance pay-out to settle any money that you still owe them.

In the event of your claim being rejected for breach of the terms and conditions of the policy, we will still pay the financial institution up to the amount owing to them in order to protect their interests.

This is subject to the following conditions:

- the financial institution was not aware of the fact that you were in breach of the policy
- the claim was not fraudulent in any respect or you caused the loss or damage yourself.

### What if you are under-insured?

If you have insured your buildings for less than its actual value – i.e. you are under-insured – then you will have to bear a proportion of any loss in the event of a claim. In calculating this, we will use the principle of average.

#### Example

Your buildings are insured with us for R200 000, but the cost to replace it is R400 000.

This means you are under-insured by half (or 50%). Put another way, you are only ever insured for half of any claim you make. So if your building is damaged in a storm and it costs R50 000 to repair, we can pay out only half of R50 000 – or R25 000.

*The pay-out is calculated as follows:*

Replacement value	R400 000
Sum insured	R200 000
Storm damage	R50 000

*Under-insurance calculation:*

<u>R200 000</u>		<u>R50 000</u>		
R400 000	X	1	=	R25 000 (less any excess applicable)

### You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement. This is known as the excess, and is listed in your Schedule.

#### Example

If you successfully claim R20 000 for repairs to your swimming pool, and the excess for that claim is R1 000, the net pay-out from us will be R19 000.

### Matching damaged building materials

When repairing a part of your building that is damaged, we will always try to restore it to its original state. However, this will not always be possible, as colours cannot always be matched and the original material may no longer be available.

In such cases, we will use material which, in our opinion, most closely matches the original. This will be limited strictly to the part of the building that is damaged, and not to any of the surrounding area. For example, if a carpet in one room is damaged, we will find the best available match and replace the damaged carpet in that room only.

### Rebuilding your damaged building

If your damaged building has to be rebuilt entirely, and you choose to do it personally, we will pay out for the cost of rebuilding it. You can have it rebuilt on the same site, or elsewhere if you so choose. This is subject to the following conditions:

- rebuilding starts within six months
- the total cost will not exceed the cost of bringing the building back to its original condition
- we will not make any payment to you until you have actually incurred the costs
- you must make satisfactory arrangements to pay your rateable share of the loss before rebuilding starts. As an example, if you have to pay R50 000 as your portion of the damage as a result of being under-insured, you must prove that you have the money available before work can go ahead.

## What we cover you for

We cover you for loss or damage to your buildings caused by any of the following insured events, subject to the limits and conditions listed:

### 1. **Fire**

*Fire, lightning or explosion*

You are covered for building damage that is caused by fire, lightning or explosion.

### 2. **Weather**

*Storm, wind, water, hail, etc.*

You are covered for building damage that is caused by storms, as well as related activity such as wind, water, hail, snow and flooding.

We do not cover loss or damage caused by changes in the water table (except as a result of a storm) causing water to seep or run.

### 3. **Earthquake**

You are covered for building damage that is caused by an earthquake.

### 4. **Impact**

*Impact with the buildings; falling trees*

You are covered for building damage that is caused by sudden impact. Examples are a tree falling onto the buildings or a wall collapsing onto a part of your property. However, the cover does not apply if the event is caused by outside agents – for example, tree fellers or building contractors – in the course of work they are doing for you.

## 5. **Leaks, flooding**

*Bursting, leaking, overflowing of water apparatus; leakage of oil*

**Damage to water apparatus and fixed oil heaters:** You are covered for damage to water apparatus and fixed oil heaters, caused by bursting or leaking. This includes all components that form part of the fixed oil heater or heating system that generates hot water, such as electrical geysers, gas geysers, solar geysers and heat pumps. Cover includes mechanical or electrical breakdown of the heating system. Electrical and solar geysers are covered up to the limits stated in the Schedule.

**Damage to the building:** You are covered for damage to the building caused by leaking or overflowing of water from water apparatus such as geysers, tanks, pipes and heat pumps. You are also covered for damage caused by the sudden leakage of oil from oil heaters.

**Damage to concealed water pipes:** We cover loss or damage to concealed water pipes, in full, if they leak or burst as a result of increased water pressure or freezing.

Although gradual deterioration (such as rust and corrosion) is excluded under the General Exclusion “Wear and tear”, we will cover damage to concealed water pipes as a result of this once during the lifetime of the policy. Thereafter it will be for your own account.

## 6. **Theft**

**Theft pay-out depends on circumstances, security and occupancy**

The exact amount we pay out for theft always depends on the underlying circumstances. Sometimes we pay out up to the full sum insured – for example, when the theft occurs from your private residential building while the premises are unoccupied and the minimum security is in place.

At other times, we pay less than the full sum insured, or simply a limited amount – for example, when the theft occurs from your outbuildings and the minimum security is not in place and there is no forcible or violent entry. These lesser amounts are spelled out in the Schedule.

**How much we pay for theft claims**

**Theft of any part of the buildings in the open**

You are covered for the theft (or attempted theft) up to the sum insured of any fixed part of the buildings in the open – for example, the motor from your front gate, the bricks of your driveway.

**Pay-out up to the sum insured (if minimum security is in place)**

*Theft of any part of the buildings*

You are covered for the theft (or attempted theft) of any part of the buildings – for example, the fitted carpets or light fittings in your private residential building – provided you comply with the minimum security requirements.

*Damage to your buildings during theft or attempted theft*

You are covered for loss or damage to the building caused by theft or attempted theft.

*Buildings lent or let (forced entry required)*

There must be clear signs of forced entry to or exit from the buildings when the building is lent, let or sub-let other than to a maximum of three paying guests, lodgers or boarders.

*Theft from an unoccupied outbuilding*

You are covered for the theft (or attempted theft) from inside your outbuildings provided you comply with the minimum security requirements and there are clear signs of forced entry to or exit from your outbuildings.

**Limited pay-out – unoccupied outbuildings**

We pay out less than the sum insured for theft from inside unoccupied outbuildings if you do not have the minimum security requirements in place and there are no clear signs of forced entry to or exit from your outbuildings.

### **No pay-out**

We will not pay for any loss or damage if your private residential building does not comply with the minimum security requirements when unoccupied.

## **7. Subsidence, landslip or ground heave**

These definitions apply to the Subsidence, landslip or ground heave cover.

<b>Active soil</b>	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, such as clay.
<b>Ground heave</b>	Means the upward movement of soil supporting the home.
<b>Landslip</b>	Means the sliding down of a mass of land. It is in effect a small landslide and it typically occurs on a slope.
<b>Subsidence</b>	Means sinking, i.e. the vertical, downward movement of soil.

### **Subsidence, landslip or ground heave – standard cover**

We will cover any loss or damage to the private residential building and the domestic outbuildings (including fixtures and fittings attached to these buildings) caused by subsidence, landslip or ground heave. The following items and causes are not covered under the standard cover:

- Loss or damage to boundary, retaining and garden walls, gate posts, fences, driveways, paving, swimming pools, tennis courts, septic or conservancy tanks, water paths, drains, paths and terraces, paving and swimming pool surroundings.
- Loss or damage caused as a result of the contraction and/or expansion of active soils due to the moisture or water content of such active soil as is experienced in clay and other similar types of ground.

### **Subsidence, landslip or ground heave – extended cover**

This is not an automatic benefit. You must choose Extended cover and pay the extra premium. If you choose this optional benefit, we will show your choice in the policy schedule as well as the limit that applies.

We will cover any loss or damage to the private residential building and the domestic outbuildings (including fixtures and fittings attached to these buildings) caused by subsidence, landslip or ground heave as explained under the Standard cover.

In addition to this we will also cover the following items and causes that are excluded from the Standard cover:

- Loss or damage to driveways, swimming pools and tennis courts caused by subsidence, landslip or ground heave.
- Loss or damage to boundary, retaining and garden walls, gate posts, fences, septic or conservancy tanks, water paths, drains, paths and terraces, paving and swimming pool surroundings, but only if the private residential building or outbuildings are damaged at the same time by subsidence, landslip or ground heave.
- Loss or damage caused as a result of the contraction and/or expansion of active soils due to the moisture or water content of such active soil as is experienced in clay and other similar types of ground.

### **Exclusions applicable to Standard and Extended cover**

No cover for subsidence, landslip or ground heave, if it is caused by:

- Normal settlement, shrinkage, or expansion of the home.
- Structural alterations, additions, or repairs.
- The inadequate compaction of infill or construction.
- Damage which existed before your cover started.
- The removal or weakening of support to the home.



- Excavations on or under land other than mining operations.
- Defective design, materials, or workmanship.
- Loss of or damage to solid floor slabs or any other part of the private residential building or outbuildings resulting from the movement of such slabs, unless the foundations supporting the external walls of these buildings 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 building and any subsequent additions thereto.
- Consequential loss of any kind whatsoever except as specifically provided for under the Alternative accommodation or loss of rent benefit.

#### **Conditions applicable to Standard and Extended cover**

- 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.
- If during the construction of the building or any subsequent additions to the building the services of an engineer was necessary to meet Building Regulations, the buildings and outbuildings must meet the engineer's requirements. If they do not, your subsidence and landslip cover may be affected.

## We also cover you for

In addition to the insured events outlined in the preceding pages, you are also covered for the following, subject to the relevant conditions, and up to the limits stated in the Schedule.

### **Accidental damage to the buildings**

We will pay for accidental loss or damage to the buildings. This does not include loss or damage to the **following items**:

- irrigation equipment, driveways, pavements, roads, cables, cableways, excavations or property below ground
- fixed machinery.

In addition, it does not include loss or damage arising from the **following events**:

- spontaneous collapse of the buildings as a result of defective material, workmanship, design or construction
- while alterations, extensions or improvements such as painting or tiling are being done at your home
- flaws or defects (whether latent or visible) in any aspect of the design, construction, workmanship or maintenance of the premises
- subsidence, landslip or ground heave
- chemicals, oils, corrosive liquids, gases or fumes
- denting, chipping, scratching or cracking, unless the functionality of the item has been affected and it can no longer be used
- frost, change in temperature, expansion or humidity
- dampness, dryness, wet- or dry-rot
- contamination or pollution
- gradual change in colour, texture or finish
- corrosion, rust, oxidation or any other chemical action or reaction
- any loss resulting from an excluded event under any other section
- depreciation
- any loss claimable under another clause or section of the policy.

### Accidental damage to fixed machinery

We will pay for sudden and unexpected damage to fixed machinery installed at your premises which is used for domestic purposes only.

We will not pay for loss or damage caused:

- by gradual deterioration such as wear and tear, rust, mildew, corrosion, decay
- by cleaning, repairing or restoring by any manner or method
- to any data or telecommunication equipment or apparatus
- any loss claimable under another clause or section of the policy.

We will not pay for loss or damage while the machinery is covered by a manufacturer's guarantee, purchase agreement or service contract.

### Acts by tenants

- Your insurance risk might be affected by the actions or failure to act of your tenants in the case where you rent out your building.
- Because their actions are out of your control, we will cover you against loss or damage to your building when their actions or failure to act would have resulted in your claim being rejected. This is on condition that:
  - You are not aware of their actions or failure to act.
  - You tell us as soon as you learn about it.
  - Their actions or failure to act were not malicious and they did not intentionally cause the loss or damage.

#### Examples of how this cover is applied:

- If having an alarm system is a requirement on your policy, and your tenant does not tell you that the alarm stopped working, we will cover a claim for damage to your building during a burglary, because their failure to let you know of the broken alarm is out of your control.
- If your tenant intentionally causes loss or damage by vandalising your property, we will still reject such a claim.
- If the claim is due to a leaking roof because the roof has not been maintained over time, then you will not have cover this under benefit. The regular maintenance of the property remains your responsibility as the landlord and in such an instance the **General exclusion of Gradual deterioration** noted in the **Understanding your policy** section, which refers to lack of maintenance, would apply.

### Alternative accommodation or loss of rent

If your building becomes uninhabitable because of damage to it caused by an insured event, we will cover you for the following:

- If you live in the building, we will cover you for the cost of living in alternative accommodation of similar value and location as the insured building, for you, your domestic employees and pets. We will also cover you for emergency accommodation we have agreed to, for up to two nights, whilst you are finding alternative accommodation of similar value and location.
- If you rent out the building, or part of it, we will cover you for the loss of rental income payable by the tenant. You must give proof of the rental income you would have received.

This cover will apply until the earliest of the following:

- The insured building becomes habitable again.
- The limit stated in the Schedule has been reached.

The cover in this section does not apply when the buildings are being structurally altered.

### Damage to the garden

We will pay for any damaged trees, shrubs or plants that need to be replaced after an insured event, so long as the claim was not caused by theft.

### **Demolition and professional fees**

If the buildings have to be demolished as a result of a claim settlement, we will pay the following additional costs that you may have to incur, provided you obtain our written consent:

- demolishing the buildings, removing debris and erecting hoardings required for building operations
- fees for the services of architects, quantity surveyors, consulting engineers and local authorities
- any actions required by a public authority.

### **Domestic and wild animals**

We will pay for loss or damage to your buildings caused by:

- Wild animals, being non-domesticated animals living freely in their natural environment.
- Domestic animals that do not belong to you.

Loss or damage caused by vermin is excluded, except for monkeys and baboons.

### **Emergency-services expenses**

We will pay for the costs charged by any emergency-services provider – such as the fire brigade – that has to be called in to respond to an insured event.

### **Glass and sanitary-ware**

We will pay for the repair of any accidental breakage to fixed glass (for example, mirrors) and sanitary-ware (for example, washbasins, toilet bowls), except when this is the result of chipping, scratching or disfiguration.

This cover does not apply when:

- the buildings are unfurnished or unoccupied
- the buildings are being structurally altered.

### **Home improvements**

We will cover you for the following:

- Loss or damage to permanent fixtures that are temporarily removed during renovations or alterations of the building, or whilst being repaired or restored. The following conditions apply:
  - These items may not be removed for longer than 60 days.
  - There must be visible signs of forcible or violent entry in the case of theft.
  - The fixtures must be stored indoors and locked up.
- Theft of newly bought building materials, supplies and fittings on the following conditions:
  - They are owned by you and are safely stored on the premises.
  - They are intended for use in the renovation or alteration of the home.
  - There must be visible signs of forcible or violent entry.

### **Keys, locks and remote controls**

We will pay for the cost of replacing lost, stolen or damaged keys, locks and remote controls, as well as the call-out costs of a technician and the reprogramming of any coded alarm system. This will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

### **Medical benefit**

We will pay the medical benefit if a defect in your buildings causes bodily injury to a guest, visitor or your own employees, and the injury requires medical treatment. However, if they can claim under their own policy or medical aid we will not make any payment.

### **New premises that are not yet registered**

We will pay for loss or damage to your home for the period between you signing a Deed of Sale and the transfer of the property into your name by the Deeds Office. This is on condition that:

- You add the building to your policy.
- You give us all the details of the transaction.
- You pay the premium.
- The home is not insured by the seller or on the seller's behalf.

### **Power surge**

We will cover you for loss or damage to the buildings caused by power surge. An excess, as shown in your policy schedule, will apply if you do not install an approved surge arrester. Please refer to the **Surge arrester requirements** section under **Your responsibilities** for the device requirements.

### **Professional cleaning services**

We will cover the costs for a service provider to clean your home if it is soiled or stained during a home invasion or while you are assaulted by a third party. If we are unable to successfully clean your home, we will repair or replace the soiled or stained item, up to the limit.

### **Public supply or mains connection**

We will pay for loss or damage to water, sewerage, gas, electricity, fibre or telephone connections belonging to you, or for which you are responsible, between your premises and the public supply.

### **Removal of fallen trees**

We will pay for the cost of removing fallen trees from your property after an insured event. This is provided that the costs are necessary and reasonable, and that you first obtain our written consent.

### **Security guards**

We will pay the reasonable and necessary costs to hire security after an insured event, provided the loss gives rise to a claim.

### **Temporary repairs**

We will pay for reasonable temporary emergency repairs you carry out to prevent further loss or damage to your buildings, if it is necessitated by an insured event.

### **Tracing of water leaks**

We will pay for the cost of tracing the source of a water leak, provided that it originated after your cover started. We will also pay for the cost to repair the damage caused to trace the leak, such as patching a hole in the wall which was made by the plumber to get to the leak. However, we will not pay for the actual repair of the leak once it has been located, this will be your responsibility.

### **Trauma counselling benefit**

We will pay for professional counselling to help you and your domestic employees to cope with trauma following a violent and traumatic event, such as theft, fire or a home invasion at your premises.

**This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.**

### Water leakage from underground pipes

We will pay for any additional charges on your municipal water bill that result from leakage of underground pipes on your premises. This is subject to the following conditions:

- on the date the leak was fixed, the water consumption reading must be more than 50% of the average of the previous four readings
- the additional charges are not caused by:
  - leaking taps, geysers, toilet systems or swimming pools
  - loss of water from swimming pools or their pipes
- your buildings are not unoccupied for more than 60 days
- you immediately trace the leak
- you repair the leak at your own expense
- we will not pay for more than one event every 12 months.

### Wheelchair- and disability-friendly alterations

We will pay for alterations to enable you to continue using your buildings, if you are accidentally injured during the period of insurance and become wheelchair-bound or physically disabled as a result. Examples are installing ramps for your wheelchair or rails to assist with blindness.

If the limit for this benefit is not enough in the event of a claim and you have Household contents cover under this policy, we will pay any difference up to the limit of this benefit under the Household contents policy section.

## Additional cover you can choose

The cover below is not automatic. It applies only if you have specifically requested it – i.e. it is listed as covered in the Schedule.

### Geyser – extended cover

Pay-out is limited to the amount stated in the Schedule.

We cover the installation of green building products after a valid claim for the replacement of any water apparatus, such as a geyser. A green building product is one that meets the industry-recognised green standard for that kind of product in any of the following ways:

- using less energy, water or natural resources;
- generating less waste; or
- providing a healthier environment.

For example, your electrical geyser needs to be replaced after it bursts. You would prefer not to replace it with a similar electrical geyser, but to rather upgrade it to a solar geyser. We will pay the cost to upgrade your electrical geyser to a solar geyser, but only up to the limit stated in the Schedule.

We will only pay once for the upgrade of an item.

### Keys, locks and remote controls – increased cover

Pay-out is limited to the amount stated in the Schedule.

We will pay for the cost of replacing lost, stolen or damaged keys, locks and remote controls, as well as the call-out costs of a technician and the reprogramming of any coded alarm system. This will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

This is additional cover, and applies if the limited cover is not enough to replace your keys, locks or remote controls.

## What is not covered

### Loss or damage caused by

You are not covered for loss or damage that is due to:

- the buildings not being maintained properly
- domestic animals that belong to you
- vermin, except for monkeys and baboons. Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers. Vermin include moths, rodents, termites, parasitic worms or any other animal or insect classified as invasive species
- mildew, damp, wet- or dry-rot, wear and tear, or any other gradually operating cause
- defective – design, specification, construction, workmanship or material of the insured property.

You are also not covered for:

- loss or damage whilst the building is vacant, abandoned or illegally occupied
- loss or damage caused by theft where your building is unoccupied for more than 60 consecutive days, unless we have agreed to it or you have told us that it is a holiday home.

We do not cover loss or damage to your building during structural alterations or additions to the home in the following instances:

- cracking, collapse, subsidence, landslip or ground heave caused fully or partially by the alterations or additions
- accidental damage caused by the contractor
- theft unless there is evidence of violent or forced entry or exit from the building
- water, storm or flood damage to the building where structural alterations and additions have not been fully completed
- malicious damage or vandalism caused by the contractor to unfinished parts of the building.

### Thatched roof and non-standard construction

We will not pay for loss or damage to:

- the main building that has a thatched roof, unless the Schedule reflects that the roof is made of thatch.
- the main building that is of non-standard construction, unless the Schedule reflects that the building is of non-standard construction.
- an outbuilding, with a roof that is more than 15% of the total square metres of the main building's roof, and has a thatched roof (such as a thatch lapa) or is of non-standard construction (such as a Zozo hut/Wendy house), unless the outbuilding is specifically mentioned in the Schedule.

## Your specific responsibilities

The specific responsibilities below are strict and require that you play your part in ensuring that you comply with the requirements at all times over the duration of your policy. If you do not comply with a specific responsibility we may reject your claim.

### Have these minimum security measures

Cover for theft or malicious damage is subject to you meeting the minimum security requirements which we have agreed with you. The required security requirement for your home is stated in the Schedule and will be one of the following:

#### Burglar bars and security gates

If it was agreed that the minimum security requirements are burglar bars and security gates, then the following conditions apply:

- all opening windows must be protected by burglar bars
- security gates must be fitted to all exit doors, and must be locked when your buildings are left unoccupied
- burglar bars and security gates must be maintained and in working condition at all times.

### Alarm system

If it was agreed that the minimum security requirement is an alarm system, then the following conditions apply:

- the alarm must be linked to a 24-hour armed-response service
- the alarm must be working properly and the contract with the armed response company must be active
- you must change the generic code to your own unique code
- if we asked you to, the alarm must be linked to an electric fence, or must include outside alarm beams
- the alarm must be activated when your premises are left unoccupied.

If the alarm was not activated, we will consider your claim on the following conditions:

- There must be clear signs of forced entry to or exit from the buildings.
- The claim is valid in all other respects. For example we didn't reject it because of your dishonesty or intentional misrepresentation.
- The service provider can give us an audit log of all alarms received (including activation and deactivation) for the last three months, showing that the alarm is usually activated and in working order while your premises are left unoccupied.
- You must pay an additional excess on top of your basic excess.

**IMPORTANT:** 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, and we agreed that the minimum security requirements below apply to you, then you must ensure that the following security measures are in place at the complex, fully maintained and in working order at all times:

- 24-hour access control to the complex
- a high perimeter wall with electric fencing, alarmed and linked to either a 24-hour armed-response service or the guardhouse

If you become aware that any of the above requirements are not in place, you must advise us immediately. We may suspend theft cover or apply new terms and conditions, until you are able to comply.

When your premises in the complex are left unoccupied, we will only consider your claim on the following conditions:

- all opening windows not protected by burglar bars must be closed
- all exit doors not protected by security gates must be locked
- there must be clear signs of forced entry to or exit from the buildings

OR

- if a 24-hour armed-response service linked alarm system is installed in the buildings
  - the alarm must be activated
  - the alarm must be working properly and the contract with the armed response company must be active
  - you must change the generic code to your own unique code.

If the alarm was not activated, we will consider your claim on the following conditions:

- There must be clear signs of forced entry or exit from the buildings.
- The claim is valid in all other respects. For example we didn't reject it because of your dishonesty or intentional misrepresentation.
- The service provider can give us an audit log of all alarms received (including activation and deactivation) for the last 3 months, showing that the alarm is usually activated and in working order while your premises are left unoccupied.
- You must pay an additional excess on top of your basic excess.

**IMPORTANT:** Additional security requirements may also be required if stated in the Schedule.



## All non-standard construction buildings

You must tell us if your home is constructed of non-standard material. You will not be covered for loss or damage from a fire if your home is constructed of non-standard material and does not have either **Surge arrester** or a **Lightning conductor**, as explained below.

### ○ **Surge arrester requirements**

If you choose to install a surge arrester, it must be as per the SANS/IEC 61643-11 low voltage surge protection standards, installed on the main electrical distribution board and the device must:

- Be a type 2 device.
- Be designed to withstand at least peak surge currents of 40kA ( $I_{max}$ ).
- Be wired in terms of SANS 10142-1 Connection type 2.
- Have a status indicator to indicate if the arrester is operational or not.
- Be installed by a registered electrician who must provide either of the following:
  - A Certificate of Compliance for the installation.
  - Proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed as well as complete the Surge arrester checklist form, which you can request from your broker.

The Certificate of Compliance or proof of installation must be provided to your broker soon after the device was installed. If you are not able to provide proof of installation or have not met the surge arrester requirements, your cover will be limited, and you will have to pay an excess for power surge claims.

### ○ **Lightning conductor**

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

- The lightning conductor must be installed, operated and maintained according to the manufacturer's specifications.
- The lightning conductor must be of adequate height to protect the building at a minimum angle of 45° from the top of the building to ground level and needs to be earthed.

In addition, the following conditions apply to roofs of thatch or wood and chimneys:

### ○ **Thatch roofs**

- 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 one metre must be maintained between metals in the roof, water pipes, vent pipes, tanks, gas pipes, antennas, telephone, bell wires, burglar alarms, electrical wiring and conduits.

### ○ **Wood or thatch roofs treated with fire retardant**

- If you have a wood or thatch roof and it is treated with a fire retardant, then it must be maintained according to the manufacturer's specifications or at a minimum interval not exceeding 3 years.
- You must supply us with written proof of the maintenance, if required by us.

### ○ **Conditions for a chimney**

You must take all reasonable steps to make sure that your chimney complies with the relevant National Building Regulations regarding the height of the chimney and the materials used to construct it. The following conditions also apply to chimneys:

- The chimney must not create a fire hazard to any adjacent material.
- A non-combustible flashing must be installed on the roof around the chimney.
- The chimney must protrude at least one metre higher than the thatch around it on all sides.



### You must tell us of the actions of your tenants

You must tell us as soon as possible if your insurance risk might be affected by the actions or neglect of your tenant living on the property. An example is if your tenant changes the security measures. In such cases, we may impose additional terms, conditions and exclusions.

### Notify us about any improvements to your buildings

If you increase the value of your buildings through any alterations, extensions or improvements, we will increase your cover by up to the percentage stated in the Schedule, provided that you tell us immediately and pay any additional premium required.

### Comply with national building regulations

You must take all reasonable steps to ensure that the buildings comply with National Building Regulations, and that your building plans have been approved by the local authority. Generators, for example, must be fitted according to the latest published SANS standards. The installation must be done by a qualified electrician and you must be supplied with a SANS compliance certificate.

### Subsidence and landslip – Limited and Extended cover

- If you are required to do so, you must prove that the loss or damage you are claiming for was caused by subsidence, landslip or ground heave.
- If during the construction of the building or any subsequent additions to the building the services of an engineer was necessary to meet Building Regulations, the buildings and outbuildings must meet the engineer's requirements. If they do not, your subsidence, landslip and ground heave cover may be affected.

### Surge arrester requirements

If you choose to install a surge arrester, it must be as per the SANS/IEC 61643-11 low voltage surge protection standards, installed on the main electrical distribution board and the device must:

- Be a type 2 device.
- Be designed to withstand at least peak surge currents of 40kA (/max).
- Be wired in terms of SANS 10142-1 Connection type 2.
- Have a status indicator to indicate if the arrester is operational or not.
- Be installed by a registered electrician who must provide either of the following:
  - A Certificate of Compliance for the installation.
  - Proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed as well as complete the **Surge arrester checklist** form, which you can request from your broker.

The Certificate of Compliance or proof of installation must be provided to your broker soon after the device was installed. If you are not able to provide proof of installation or have not met the surge arrester requirements, your cover will be limited, and you will have to pay an excess for power surge claims.

### Installation of renewable energy equipment and/or a photo-voltaic systems

If you have permanently fitted renewable energy equipment to the home, cover is subject to the following conditions:

- We do not cover loss or damage to solar installations that are fitted on a thatch roof.
- We do not cover loss or damage to solar geysers or hybrid solar system installations where the roof structure was not capable of bearing the additional weight of the installation.
- The equipment must be installed by a registered electrician who must provide either one of the following:
  - A Certificate of Compliance for the installation.
  - Proof of installation stating their adherence to the required electrical standards and regulations at the time the device was installed.

Any items forming part of the installation of renewable energy equipment that are intended to be kept or used outdoors, are covered for theft even if there are no visible signs of forcible or violent entry to or exit from the main building or the property.

Household contents

Howdie

## Key terms to understand

<b>You</b>	Includes yourself, your spouse and any members of your immediate family who normally reside with you and are financially dependent on you
<b>Home</b>	<ul style="list-style-type: none"> <li>○ The private residential building (main building) situated at the risk address as shown in your policy schedule and used for domestic purposes (for example a house, townhouse or flat).</li> <li>○ Outbuildings, such as garages, storage rooms, garden sheds, Wendy houses, Zozo huts, greenhouses, staff quarters, studios, consulting rooms, flatlets, cottages or any other building that is not attached or connected to the main building with an interleading door.</li> </ul>
<b>Household contents</b>	<p>Household tangible and movable items kept at the risk address, that belong to you or for which you are legally responsible. It also includes installed fixtures and fittings that belong to you, for example as a tenant or as the owner of a sectional title building, as long as the fixtures and fittings are owned by you and you are financially responsible for the fixtures and fittings under your rental agreement, and we have agreed to it in writing.</p> <p>Renewable energy equipment and/or a photo-voltaic system attached to or permanently fitted to the building, forms part of household contents, if it meets the conditions under the <b>Your specific responsibilities</b> section.</p> <p><b>The definition of Contents does not include:</b></p> <ul style="list-style-type: none"> <li>○ Motor vehicles, motorcycles, golf carts, watercraft, aircraft, caravans and trailers and their contents.</li> <li>○ Animals including fish, reptiles, pets and livestock</li> <li>○ Water in tanks, swimming pools, spas or any other water container.</li> <li>○ Unset precious stones, individual stamps or coins.</li> </ul>
<b>Unoccupied</b>	Your home and outbuildings are unoccupied if you or any of the people who usually live there or the person left on the premises in charge of and with access to the private residential building, have all gone out
<b>Uninhabitable</b>	A building is uninhabitable when we agree that it is not safe or suitable to be lived in while being repaired because of a valid claim under this policy
<b>Premises</b>	Your home, outbuildings and the grounds on which they are built
<b>Standard construction</b>	Means that all buildings have been built with: <ul style="list-style-type: none"> <li>○ walls of brick, stone or concrete and</li> <li>○ roofs of slate, tile, concrete, asbestos or metal</li> </ul>
<b>Non-standard construction</b>	Means that a building has been built with material other than those defined in the above definition of "Standard construction" such as a thatch roof or walls of wood
<b>Paying guest</b>	A guest who stays at the home for a short period, without a contract, in exchange for a fee
<b>Tenant</b>	A person who signed a rental agreement to live in the home for a set period. This includes sub-tenants
<b>Subsidence, landslip or ground heave</b>	<p>Refers to the movement of the land that supports the home.</p> <p><b>Subsidence</b> means sinking, for example the vertical, downward movement of the soil.</p> <p><b>Landslip</b> means the sliding down of a mass of land. It is in effect a small landslide and it typically occurs on a slope.</p> <p><b>Ground heave</b> means the upward movement of soil supporting the home.</p>

**Collectables**

Collectables mean any item that is regarded as being of value or interest to a collector, for example firearms, stamps, coins and medal collections. We will pay up to the value set out in a recognised catalogue or pricelist as at the date of the loss or damage, or as determined by an independent specialist

**How much we pay**

We will pay out based on the replacement cost of any damaged or lost contents. If it is uneconomical to repair, the pay-out will be based on the replacement cost of the damaged property.

**Example**

If your claim is for an item of furniture that costs R10 000 to replace, we will pay R10 000 so that you can buy a new one – even if the item in question is old and worth a lot less.

**Pairs and sets**

We will not pay more than the proportionate value of any article that is part of a pair or set. So if you lose one earring, for example, we will pay out the value of only that one earring.

**You always pay the first amount, or excess**

You will always have to pay the first part of any claim settlement. This is known as the excess, and is listed in the Schedule.

**Example**

If you successfully claim R50 000 for contents stolen after a break-in, and the excess for that claim is R1 000, the net pay-out from us will be R49 000.

**What if you are under-insured?**

If you have insured your contents for less than its replacement value – i.e. you are under-insured – then you will have to bear a proportion of any loss in the event of a claim. In calculating this, we will apply the principle of average.

**Example**

Your household contents are insured with us for R200 000, but the cost to replace all the items is R400 000.

This means you are under-insured by half (or 50%). Put another way, you are only ever insured for half of any claim you make.

So if R50 000 worth of your contents is stolen in a theft, we can pay out only half of R50 000 – or R25 000.

*The pay-out is calculated as follows:*

Replacement value	R400 000
Sum insured	R200 000
Contents stolen	R50 000

*Under-insurance calculation:*

$$\frac{R200\ 000}{R400\ 000} \times \frac{R50\ 000}{1} = R25\ 000 \text{ (less any excess applicable)}$$

**What we cover you for**

We cover you for loss or damage to the contents of your home that is caused by any of the following insured events, subject to the limits and conditions:

**1. Fire**

*Fire, lightning or explosion*

You are covered for loss or damage to the contents of your home or on your premises that is caused by fire, lightning or explosion.

## 2. Weather and earthquake

*Storm, wind, water, hail, etc.*

You are covered for loss or damage to the contents of your home or outbuildings that is caused by storms, as well as related activity such as wind, water, snow, flood and hail.

However, this does not apply to property that is out in the open or not under a roof, unless it is something designed to operate in the open, such as garden furniture.

You are also covered for loss or damage to your contents arising from an **earthquake**.

## 3. Leaks, flooding

*Overflowing of water apparatus; leakage of oil*

You are covered for resultant loss or damage to the contents of your home or outbuildings that is caused by leaks and flooding. Examples are bursting pipes, overflowing water tanks, exploding geysers and sudden leakage of oil from heaters.

## 4. Impact

*Impact with the building; falling trees*

You are covered for loss or damage to the contents of your home or outbuildings that is caused by sudden impact. Examples are a tree falling onto your home, or a wall collapsing onto a part of your property. However, the cover does not apply if the event is caused by outside agents – for example, tree fellers or building contractors – in the course of work they are doing for you.

## 5. Theft

There is no cover for theft or attempted theft if the **Limited cover** option is selected, as shown in your policy Schedule.

### **Theft pay-out depends on underlying circumstances, security and occupancy**

The exact amount we pay out for theft always depends on the underlying circumstances. Sometimes we pay out up to the full amount insured – for example, when the theft occurs from your private residential building while the premises are occupied and the minimum security is in place.

At other times, we pay less than the full sum insured, or simply a limited amount – for example, when the theft occurs from your outbuildings and the minimum security is not in place and there is no forcible or violent entry. These lesser amounts are stated in the Schedule.

### **Unoccupancy at time of loss or damage**

If your premises is unoccupied and your private residential building does not comply with the minimum security requirements, you will have no cover for loss or damage caused by theft from the private residential building. Limited cover for theft of household contents from an outbuilding is explained under **Limited pay-out**.

### **How much we pay for theft claims**

*From your main building; outbuilding; away from the premises*

You are covered for loss or damage to the contents of your home that is caused by theft or attempted theft from your home.

In some cases there must be clear signs of forced entry or exit.

### **Pay-out up to the sum insured**

We pay out up to the sum insured for theft that occurs from your home, unless it is limited as per below. It also includes theft by violence or threat of violence in your home or on your premises, subject to the conditions below.

This cover also applies:

- to theft when your contents are being moved by professional movers during a permanent change of address
- to theft while your contents are being moved by you during a permanent change of address, provided that it is in your possession at all times and not left unattended

- to theft when your contents are in transit to or from a furniture storage outlet or a bank safe deposit
- to theft while your contents are deposited for safekeeping in a bank safe deposit.

We pay out up to the sum insured for theft where there are clear signs of forced entry to or exit from:

- your outbuildings, whether the premises are occupied or not, provided you comply with the minimum security requirements
- your home while alterations, extensions or improvements such as painting or tiling are being carried out
- a furniture storage facility, provided you have advised us in advance, and the address is stated in the Schedule. We may apply new terms, conditions and premiums
- any other occupied private residential building where the contents are temporarily kept
- your home or outbuildings if lent, let or sub-let, provided the minimum security requirements, as stated in the Schedule, are in place.

We pay out up to the sum insured for theft of any items forming part of the installation of renewable energy equipment that are intended to be kept or used outdoors even if there are no visible signs of forcible or violent entry to or exit from the premises.

#### **Limited pay-out**

We pay out less than the sum insured (i.e. a limited amount) for the following kinds of theft:

- theft from your outbuildings where the minimum security requirements are not in place and there are no clear signs of forced entry or exit. The limit depends on whether the premises are occupied or not at the time of theft.
- theft from any other home or educational institution where there are no clear signs of forced entry or exit as long as the insured property is kept in a boarding school, college, university or other student accommodation within South Africa.
- theft of outdoor furniture, implements and equipment; laundry; garden tools and implements; swimming pool equipment, such as safety nets and covers.

#### **Limited pay-out following forced entry or exit**

We pay out less than the sum insured for theft where there are clear signs of forced entry to or exit from:

- your outbuildings, whether the premises are occupied or not, if the outbuildings do not comply with the minimum security requirements
- your place of employment
- any place used for furniture storage, other than a storage facility stated in the Schedule
- any other home or educational institution; however this cover does not apply to boarding houses, communes or buildings of non-standard construction
- your private home or outbuildings if lent, let or sub-let
- an unattended vehicle
- the vehicle you are driving to or from a place of purchase, repair or renovation. This excludes items insured under the All Risks section.

## We also cover you for

In addition to the insured events outlined in the preceding pages, you are also covered for the following, subject to the relevant conditions, and up to the limits stated in the Schedule:

#### **Accidental damage**

Your contents are covered for accidental loss or damage inside your home or outbuildings or at your premises.

Accidental damage does not include any of the following:

- depreciation, or gradual causes such as wear and tear, deterioration, rust, rising damp and mildew, corrosion or decay
- mechanical, electronic or electrical breakdown

- a cleaning, repairing or restoration process
- while alterations, extensions or improvements such as painting or tiling are being done at your home
- cracking or scratching (unless caused by theft, attempted theft, fire or explosion) of glassware, glass or other brittle articles other than jewellery, watches, cameras, fixed glass or TV sets
- the cost of reproduction or repair of data or software
- any loss claimable under another clause or section of the policy.

### **Accidental death**

If you are under the age of 80, and you die within 12 months of sustaining an injury on your premises, we will pay out according to the limit stated in the Schedule for your age. If you, the policyholder named in the policy schedule, die, then we pay your legal representative or your estate.

### **Alternative accommodation or loss of rent**

If your building becomes uninhabitable because of damage to it caused by an insured event, we will cover you for the following:

- If you live in the building, we will cover you for the cost of living in alternative accommodation of similar value and location as the insured building, for you, your domestic employees and pets. We will also cover you for emergency accommodation we have agreed to, for up to two nights, whilst you are finding alternative accommodation of similar value and location.
- We will arrange transport and storage for your contents, if required.
- If you rent out the building, or part of it, we will cover you for the loss of rental income payable by the tenant.

This cover will apply until the earliest of the following:

- The insured building becomes habitable again.
- The limit stated in the Schedule has been reached.

The cover in this section does not apply when the buildings are being structurally altered.

### **Clearing-up costs**

We will pay for the cost of removing any household goods debris from your premises after a claim.

### **Credit/debit-card fraud**

We will pay out for losses arising from the fraudulent use of your credit card or debit card during any 12-month period of insurance.

### **Damage to guests' property**

We will cover loss or damage to household items belonging to any non-paying, temporary guests caused by an insured event in your home or outbuildings. However, this does not include money and negotiable instruments, or any items insured under any other policy.

### **Domestic and wild animals**

We will pay for loss or damage to your household contents caused by:

- Wild animals, being non-domesticated animals living freely in their natural environment.
- Domestic animals that do not belong to you.

Loss or damage caused by vermin is excluded, except for monkeys and baboons.

### **Domestic worker's property**

You are covered for loss or damage to your domestic worker's household goods and personal property caused by an insured event in your home or any of the outbuildings.

**Emergency-services expenses**

We will pay for costs charged by any emergency-services provider – such as the fire brigade – for responding to an insured event.

**Full-house (bowls)**

If you score a full-house as an amateur bowler, you will be covered for the traditional celebratory expenses that usually accompany the event. The full-house must be certified by the bowling club.

**Garden damage**

We will pay for the cost of replacing any trees, shrubs or plants in your garden that need to be replaced after an insured event. This is on condition that the claim is not the result of theft and that the home owner is not entitled to claim under his own insurance.

**Hole-in-one (golf)**

If you score a hole-in-one as an amateur golfer, you will be covered for the traditional celebratory expenses that usually accompany the event. The hole-in-one must be certified by the golf club.

**Increase in sum insured over holiday season**

We will increase the sum insured of your contents by the percentage in the Schedule during the holiday period of 15 December to 31 January.

**Keys, locks and remote controls**

We will pay for the cost of replacing lost, stolen or damaged keys, locks and remote controls, as well as the call-out costs of a technician and the reprogramming of any coded alarm system. This will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

**Money**

We will pay for loss of money or negotiable instruments, provided there are visible signs of violent and forced entry to or exit from your home.

**Office contents**

We will pay for loss or damage to any goods or equipment in your home or outbuildings that are solely used for administrative or clerical work in your home office – for example, in your home profession or any one-person business that you run on the premises. If, for example, you are a plumber we will cover your office desks, cabinets and computers but not any of your tools, equipment or material you use to install or repair any plumbing.

**Personal documents**

We will pay the costs of replacing the following important documents if they are lost, damaged or stolen from your home or any other location in the world:

- An identity document, driver's licence and passport.
- Valuations for your home and contents.
- Wills and the land title to your home.
- Marriage and birth certificates.
- Contracts and agreements.
- Education certificates.

**Professional cleaning services**

We will pay for a professional organisation to clean your household contents, if the contents have been soiled or stained during an assault on you by a party other than your family.



**Power surge**

We will cover you for loss or damage to the household contents caused by power surge. An excess, as shown in your policy schedule, will apply if you do not install an approved surge arrester. Please refer to the **Surge arrester requirements** section under **Your responsibilities** for the device requirements.

**Removal of contents**

Fire, collision or overturning of vehicle

We will cover damage caused by fire, collision or the overturning of the conveying vehicle, when your contents are being moved by professional removers during a permanent change of address, or while in transit between your risk address and any of the following places:

- The place where you bought the contents from.
- The place where the contents are being repaired or renovated.
- A holiday destination.

However, this excludes cover for accidental damage unless you have asked us for accidental damage cover. Check your Schedule now to see if you have chosen accidental damage – extended cover.

**Security guards**

We will pay the reasonable and necessary costs to hire security after an insured event, provided the loss gives rise to a claim.

**Spoiling of food in fridge and freezer**

**Cost to cover spoilt contents:** We will pay for the contents of your fridge or freezer that is spoilt because of any of the following reasons:

- Failure of public power or gas supply, except in the following instances:
  - You did not pay your bill or if you ran out of pre-paid electricity.
  - Scheduled power cuts lasting less than 24 hours.
- Mechanical, electronic or electrical breakdown of your fridge or freezer.
- Electrical failure inside your home, for instance if your home's power trips while you are away on holiday and all the food inside your fridge and freezer is spoilt.
- Accidental damage to the fridge or freezer which causes it to stop working.

**Contamination or odour:** If we decide that the fridge or freezer can no longer be used due to the spoilt contents causing contamination or odour, we will replace your fridge or freezer. Any other damage to your fridge or freezer is covered under the **Main cover**.

The limit for this benefit is not in addition to the sum insured of your home contents.

**Stamp and coin collections**

You are covered for accidental loss or damage to your stamp or coin collections inside your home.

**Temporary repairs**

We will pay for reasonable temporary emergency repairs you carry out to prevent further loss or damage to your contents, if it is necessitated by an insured event.

**Tracing of water leaks**

We will pay for the cost of tracing the source of a water leak, provided that it originated after your cover started. However, we will not pay for the actual repair of the leak once it has been located; this will be your responsibility.

**Trauma counselling benefit**

We will pay for professional counselling to help you and your domestic employees to cope with trauma following a violent and traumatic event, such as theft, fire or a home invasion at your premises.

**This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.**

**Veterinary expenses and medical benefit**

We will pay the stated medical benefit for accidental bodily injury to any:

- person, excluding yourself, caused by your domestic animals
- guest or visitor caused by any defect in or on your premises
- domestic employees in the course of their employment with you.

We will also pay for veterinary expenses incurred as a result of accidental bodily injury to any of your domestic animals caused by a vehicle accident.

**Water leakage from underground pipes**

We will pay for any additional charges on your municipal water bill that result from leakage of underground pipes on your premises. This is subject to the following conditions:

- the first reading following the date the leak was fixed, the water consumption must be more than 50% of the average of the previous four readings
- the additional charges are not caused by:
  - leaking taps, geysers, toilet systems or swimming pools
  - loss of water from swimming pools or their pipes
- your premises are not unoccupied for more than 60 days
- you immediately trace the leak
- you repair the leak at your own expense
- we will not pay for more than two events in any 12-month period.

**Wheelchair- and disability-friendly alterations**

We will pay for reasonable alterations to enable you to continue using the building where your household contents are kept, if you are accidentally injured during the period of insurance and become wheelchair-bound or physically disabled as a result. Examples are installing ramps for your wheelchair or rails to assist with blindness.

If the limit for this benefit is not enough in the event of a claim and you have Buildings cover under this policy, we will pay any difference up to the limit of this benefit under the Buildings policy section.

## Additional cover you can choose

**Pay-out is limited**

We will not pay more than the amount in the Schedule.

**Home-based business stock**

You are covered for loss or damage to your business stock caused by an insured peril. This is on condition that:

- you have supplied us with full details of the business activities prior to any loss or damage
- you have described the type of stock to be insured
- your premises are still predominantly used for residential purposes
- your business activities do not introduce additional risks to your home or outbuildings such as spray-painting or welding.

**Keys, locks and remote controls – increased cover**

We will not pay more than the amount in the Schedule.

We will pay for the cost of replacing lost, stolen or damaged keys, locks and remote controls, as well as the call-out costs of a technician and the reprogramming of any coded alarm system. This will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

This is additional cover, and applies if the limited cover is not enough to replace your keys, locks or remote controls.

### **Subsidence, landslip or ground heave – extended cover**

You are covered for loss or damage to contents on your premises caused by subsidence, landslip or ground heave. However, this cover does not apply when the subsidence, landslip or ground heave results from:

- structural alterations, additions or repairs to your premises
- defective or faulty design, materials or workmanship of the insured property
- excavations, other than mining operations
- removal or weakening of the support to your building
- damage that already existed when your cover started.

If required, you will have to prove that the loss or damage was caused by subsidence, landslip or ground heave.

## What is not covered

### **Breakdown, animals, vermin and damp**

You are not covered for loss or damage caused by:

- mechanical, electronic or electrical breakdown
- mildew, damp, wet- or dry-rot, wear and tear, or any other gradually operating cause
- domestic animals that belong to you
- vermin, except for monkeys and baboons. Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers. Vermin include moths, rodents, termites, parasitic worms or any other animal or insect classified as invasive species.

### **Certain specific items**

*Securities, manuscripts, medals, livestock, etc.*

- negotiable securities such as deeds, bonds, bills of exchange, promissory notes and cheques
- manuscripts or documents of any kind
- prepaid phone cards or cellphone vouchers
- motor vehicles, motorcycles, scooters, golf carts, three-wheeled vehicles, quad-bikes, caravans, trailers and all fitted accessories
- aircraft, pleasure-craft, hang-gliders and their equipment
- livestock or other animals
- rare books, medals, unset precious stones, individual stamps or coins (including Kruger coins), unless specified in the Schedule
- any item that you specifically insure in this policy or any other policy.

### **Thatch roof and non-standard construction**

Your policy is valid only if your home and outbuildings are of standard construction – i.e. the walls and roof are solidly built of material such as brick, stone or metal.

You cannot claim for loss or damage to your contents if your home or outbuildings have a thatch roof or it is built of non-standard construction, unless the thatch roof or construction is stated in the Schedule.

An outbuilding with a thatched roof (such as a lapa) or built of non-standard construction (such as a Zozo hut/Wendy house), does not need to be noted on the Schedule if its roof is less than 15% of the total square metres of the main building's roof.

### **Jewellery, watches, rugs, art, etc. covered up to 33.33%**

We will not pay for more than 33.33% of the sum insured for loss or damage to precious metals and stones, jewellery, watches, furs, rugs, art and carpets.

**Structural alterations or additions**

We do not cover loss or damage to your household contents during structural building alterations or additions to the home in the following instances:

- cracking, collapse, subsidence, landslip or ground heave caused fully or partially by the alterations or additions
- accidental damage caused by the contractor
- theft unless there is evidence of violent and forced entry or exit from the building
- water, storm or flood damage where structural alterations and additions have not been fully completed
- malicious damage or vandalism caused by the contractor to contents in unfinished parts of the building.

**When the home is lent, let or sublet**

We do not cover theft and malicious damage if you lend, let or sub-let the home, unless there are visible signs of forcible or violent entry to or exit from the home.

## Your specific responsibilities

The specific responsibilities below are so strict that they are actually guarantees on your part and you must ensure that you comply with the requirements at all times, during the currency of your policy. If you do not comply with a specific responsibility we may reject your claim.

**Tell us if you change your address**

You must tell us immediately if you permanently move to a new address or even if you are just storing some of your contents elsewhere. We may impose new terms, premiums and conditions.

**Tell us if you run a business from your premises**

You must tell us immediately if you run a business from your premises. Your premises must at all times be predominantly used for residential purposes, and your business may not increase the risk of loss of or damage to your home or contents.

We may impose new terms, premiums and conditions.

**Keep jewellery and watches in a safe**

You must keep all jewellery and watches valued at more than the amount stated in the Schedule in a securely locked wall- or floor-mounted safe when not in use.

**Provide us with valuation certificates**

You must provide us with a valuation certificate from a registered jeweller or valuator for all items of jewellery, watches and collectables when we ask for it. If you do not, we will not pay more than the limit stated in the Schedule for jewellery, gold, silver, platinum, watches, and precious or semi-precious stones.

**Do not leave the property unoccupied**

You will not be able to claim for theft from your premises if they are left unoccupied for more than 60 consecutive days during any 12-month calendar period, unless we have agreed to it or you told us it is a holiday home. We may charge an additional premium to extend the cover.

**You must tell us of the actions of your tenants**

You must tell us as soon as possible if your insurance risk might be affected by the actions or neglect of your tenant living on the property. An example is if your tenant changes the security measures. In such cases, we may impose additional terms, conditions and exclusions.

### Have these minimum security measures

Cover for theft or malicious damage is subject to you meeting the minimum security requirements which we have agreed with you. The required security requirement for your home is stated in the Schedule and will be one of the following:

#### Burglar bars and security gates

If it was agreed that the minimum security requirement is burglar bars and security gates, then the following conditions apply:

- all opening windows must be protected by burglar bars
- security gates must be fitted to all exit doors, and must be locked when your premises are left unoccupied
- burglar bars and security gates must be maintained and in working condition at all times.

#### Alarm system

If it was agreed that the minimum security requirement is an alarm system, then the following conditions apply:

- the alarm must be linked to a 24-hour armed-response service
- the alarm must be working properly and the contract with the armed response company must be active
- you must change the generic code to your own unique code
- if we asked you to, the alarm must be linked to an electric fence, or, must include outside alarm beams
- the alarm must be activated when your premises are left unoccupied.

If the alarm was not activated, we will consider your claim on the following conditions:

- There must be clear signs of forced entry to or exit from the buildings.
- The claim is valid in all other respects. For example we didn't reject it because of your dishonesty or intentional misrepresentation.
- The service provider can give us an audit log of all alarms received (including activation and deactivation) for the last three months, showing that the alarm is usually activated and in working order while your premises are left unoccupied.
- You must pay an additional excess on top of your basic excess.

**IMPORTANT:** 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, and we agreed that the minimum security requirements below apply to you, then you must ensure that the following security measures are in place at the complex, fully maintained and in working order at all times:

- 24-hour access control to the complex
- a high perimeter wall with electric fencing, alarmed and linked to either a 24-hour armed-response service or the guardhouse

If you become aware that any of the above requirements are not in place, you must advise us immediately. We may suspend theft or malicious damage cover or apply new terms and conditions, until you are able to comply.

When your premises in the complex are left unoccupied, we will only consider your claim on the following conditions:

- all opening windows not protected by burglar bars must be closed
- all exit doors not protected by security gates must be locked
- there must be clear signs of forced entry to or exit from the buildings

OR

- if a 24-hour armed-response service linked alarm system is installed in the buildings
  - the alarm must be activated
  - the alarm must be working properly and the contract with the armed response company must be active
  - you must change the generic code to your own unique code.

If the alarm was not activated, we will consider your claim on the following conditions:

- There must be clear signs of forced entry to or exit from the buildings.
- The claim is valid in all other respects. For example we didn't reject it because of your dishonesty or intentional misrepresentation.
- The service provider can give us an audit log of all alarms received (including activation and deactivation) for the last three months, showing that the alarm is usually activated and in working order while your premises are left unoccupied.
- You must pay an additional excess on top of your basic excess.

**IMPORTANT:** Additional security requirements may also be required if stated in the Schedule.

### All non-standard construction buildings

You must tell us if your home where your household contents are kept is constructed of non-standard material. You will not be covered for loss or damage from a fire if your home is constructed of non-standard material and does not have either **Surge protection** or a **Lightning conductor**, as explained below.

#### ○ **Surge protection**

If you choose to install a surge arrester, it must be as per the SANS/IEC 61643-11 low voltage surge protection standards, installed on the main electrical distribution board and the device must:

- Be a type 2 device.
- Be designed to withstand at least peak surge currents of 40kA (/max).
- Be wired in terms of SANS 10142-1 Connection type 2.
- Have a status indicator to indicate if the arrester is operational or not.
- Be installed by a registered electrician who must provide either of the following:
  - A Certificate of Compliance for the installation.
  - Proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed as well as complete the **Surge arrester checklist** form, which you can request from your broker.
- The Certificate of Compliance or proof of installation must be provided to your broker soon after the device was installed. If you are not able to provide proof of installation or have not met the surge arrester requirements, your cover will be limited, and you will have to pay an excess for power surge claims.

#### ○ **Lightning conductor**

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

- The lightning conductor must be installed, operated and maintained according to the manufacturer's specifications.
- The lightning conductor must be of adequate height to protect the building at a minimum angle of 45° from the top of the building to ground level and needs to be earthed.

In addition, the following conditions apply to roofs of thatch or wood and chimneys:

#### ○ **Thatch roofs**

- 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 one metre must be maintained between metals in the roof, water pipes, vent pipes, tanks, gas pipes, antennas, telephone, bell wires, burglar alarms, electrical wiring and conduits.

#### ○ **Wood or thatch roofs treated with fire retardant**

- If you have a wood or thatch roof and it is treated with a fire retardant, then it must be maintained according to the manufacturer's specifications or at a minimum interval not exceeding 3 years.
- You must supply us with written proof of this, if required by us.

○ **Conditions for a chimney**

You must take all reasonable steps to make sure that your chimney complies with the relevant National Building Regulations regarding the height of the chimney and the materials used to construct it. The following conditions also apply to chimneys:

- The chimney must not create a fire hazard to any adjacent material.
- A non-combustible flashing must be installed on the roof around the chimney.
- The chimney must protrude at least one metre higher than the thatch around it on all sides.

**Surge arrester requirements**

If you choose to install a surge arrester, it must be as per the SANS/IEC 61643-11 low voltage surge protection standards, installed on the main electrical distribution board and the device must:

- Be a type 2 device.
- Be designed to withstand at least peak surge currents of 40kA ( $I_{max}$ ).
- Be wired in terms of SANS 10142-1 Connection type 2.
- Have a status indicator to indicate if the arrester is operational or not.
- Be installed by a registered electrician who must provide either of the following:
  - A Certificate of Compliance for the installation.
  - Proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed as well as complete the **Surge arrester checklist** form, which you can request from your broker.

The Certificate of Compliance or proof of installation must be provided to your broker soon after the device was installed. If you are not able to provide proof of installation or have not met the surge arrester requirements, your cover will be limited, and you will have to pay an excess for power surge claims.

**Renewable energy equipment and/or photo-voltaic systems**

If you have renewable energy equipment and/or a photo-voltaic system (commonly referred to as a solar PV system), including inverters, batteries and fixed generators attached or permanently fitted to the building and you are legally and financially responsible for it, cover is subject to the following conditions:

- We do not cover loss or damage to solar installations that are fitted on a thatch roof.
- We do not cover loss or damage to solar geysers or hybrid solar system installations where the roof structure was not capable of bearing the additional weight of the installation.
- Your Household contents sum insured must include the value of these items to avoid underinsurance. You also need to double check that your sum insured is still sufficient at policy anniversary, as it is possible that the cost of these items will increase by more than the inflationary percentage applied to your overall Household contents sum insured.
- Cover is on condition that the equipment is not covered on any other policy.
- You are unable to insure the items under the **Buildings** section, for example as the owner of a sectional title building under your rental agreement or sectional title lease agreement.
- The equipment must be installed by a registered electrician who must provide either one of the following:
  - A Certificate of Compliance for the installation.
  - Proof of installation stating their adherence to the required electrical standards and regulations at the time that the device was installed.

Any items forming part of the installation of renewable energy equipment that are intended to be kept or used outdoors, are covered for theft even if there are no visible signs of forcible or violent entry to or exit from the main building or the property.

All Risks

Howdie



## Key terms to understand

<b>You</b>	Includes yourself, your spouse and members of your immediate family who reside with you and are financially dependent on you
<b>Unspecified property</b>	Clothing and personal effects that are either worn or carried with you, or which often leave your home. These tend to be low-value items such as pens, make-up and handbags. Unspecified property also includes sports equipment (except bicycles) and groceries
<b>Specified property</b>	Any item of property that is specifically listed in your Schedule. These tend to be of high value, and typically include jewellery, watches and personal computers
<b>Collectables</b>	Collectables mean any item that is regarded as being of value or interest to a collector, for example firearms, stamps, coins and medal collections. We will pay up to the value set out in a recognised catalogue or pricelist as at the date of the loss or damage, or as determined by an independent specialist
<b>Computer</b>	Your computer, laptop or tablet, as well as any associated accessories for example a monitor, keyboard, mouse, carrying case or printer. It includes any software supplied by the manufacturer as part of the computer, and any programs or software for which you have a legal licence, provided your sum insured is sufficient

## Paying out after a claim

### How much we pay

We will pay out based on the replacement cost of any damaged or lost property.

For any claim under Unspecified Property, we will pay up to the limit, stated in the Schedule, for any one item or groceries. If you have chosen a sum insured of R10 000 and the limit is 25% we will pay up to R2 500 (25%) for any one item or groceries. This pay-out will never exceed the amount in the Schedule.

For any claim under Specified Property, we will pay up to the full value of the sum insured.

Take the time now to check the Schedule for those items you have chosen to list under Specified Property. These are the items that you will be able to claim for in full.

#### Example

##### *Unspecified item*

If you have lost a watch that costs R2 500 to replace, and your limit is R2 500 (25% of the sum insured of R10 000), we will pay the full R2 500. If you lost groceries that cost R1 500, and your limit is R2 500 (25% of the sum insured of R10 000) we will pay the full R1 500. This pay-out will never exceed the amount in the Schedule.

##### *Specified item*

If you have lost a ring that costs R20 000 to replace, and it is insured for R20 000, we will pay the full R20 000. If the ring is specified for only R16 000, we will pay only R16 000.

### Dual insurance

If you have more than one insurance policy in place that covers the same item, the way we deal with a claim will depend on whether the item is insured as a specified item or unspecified property:

- **The item is insured as unspecified property and as a specified item on another policy:** If an item is insured as unspecified, and the same item is also insured with another insurer as a specified item for which you pay a specific premium, then you must claim from the other insurer. There is no cover under this policy in this instance.

**For example:** Your watch is covered under another insurance policy as a specified item and you pay a specific premium for it. This means that you pay a premium that is based on the value of your watch. If your watch is stolen, we will not pay for the watch under this policy. You must claim for the watch from the other insurance policy.

- **The item is insured as a specified item on this policy and as unspecified property on another policy:** If an item is insured as a specified item and you also have it covered as unspecified property with another insurer, then you must claim from this policy and not from the other insurer because you pay a specific premium for it under this policy.

**For example:** Your watch is covered under this policy as a specified item and you pay a specific premium for it. This means that you pay a premium that is based on the value of your watch. If your watch is stolen, the other insurer will not pay for the watch under their policy. You must claim for the watch from this policy.

- **The item is insured under both policies as specified items:** If an item is insured as a specified item, and the same item is also insured with another insurer as a specified item for which you pay a specific premium, then the full amount of the claim will be split proportionally between the two policies. Please refer to the **Dual insurance** clause in the **Understanding your policy** section for a full explanation of how this works.
- **The item is insured under both policies as unspecified property:** If an item is insured as unspecified property, and you also have it covered as unspecified property with another insurer, then the full amount of the claim will be split proportionally between the two policies. Please refer to the **Dual insurance** clause in the **Understanding your policy** section for a full explanation of how this works.

### Pairs and sets

We will not pay more than the proportionate value of any article that is part of a pair or set. So if you lose one earring, for example, we will pay out the value of only that one earring.

### You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement. This is known as the excess, and is listed in the Schedule.

#### Example

If you successfully claim R2 000 for a lost watch, and the excess for that claim is R250, your net pay-out from us will be R1 750.

## What we cover you for

### Accidental loss or damage worldwide

We cover you for loss or damage to your insured property normally worn or carried by you, or which often leaves your home, anywhere in the world, from any accidental cause (including power surge) that is not specifically excluded in this section.

In the case of specified property we even cover you for loss due to jamming of your remote control as set out hereunder.

#### Where is my insured property covered?

Your insured property (Unspecified and Specified) is covered while you are wearing it, carrying it or travelling with it anywhere in the world. If, however, your property is not carried or worn by you, you must comply with the requirements such as having it kept in a safe or taking reasonable steps to prevent loss or damage. Where the size of the item allows, valuables should be taken on board of flights as hand luggage and locked in a safe when at your accommodation unless we have agreed otherwise.

### Remote blocking – specified and unspecified property

If specified or unspecified property is stolen from your vehicle without any forced entry and you blame that on interference with your remote control by a jamming device, then you must prove it to us. The amount of the pay-out will depend on whether the evidence is acceptable to us and whether it can be backed up by CCTV footage. Check your Schedule now to see what the applicable limits are.

## Which items of your property are insured

### Unspecified property

Unspecified property means everyday items of clothing and personal effects normally worn by or carried on one's person, or which often leaves your home.

It includes sports equipment – but you cannot claim for it if it breaks whilst in use. It also includes groceries while you are transporting these from a place of purchase.

The following items cannot be covered under unspecified property:

- vehicle sound equipment
- computers (as defined, except for its accessories)
- any telecommunication devices such as cell phones (excluding accessories)
- rare books, metals, unset precious stones, individual stamps or coins (including Kruger coins)
- pedal-cycles
- property that is more specifically insured.
- items kept in a safety deposit box

If you need cover for any of these items, you must specify them. Accessories for computers and telecommunication devices don't need to be specified, it is only the computer or telecommunication device itself that needs to be specified.

### Specified property

Any item of property that is specifically listed in your Schedule is covered.

This includes **caravan contents**, whether in the caravan itself or the side tent. It also includes sports equipment if it breaks whilst in use as long as these items are specified.

### How we insure computers

You can insure your computer under the **All Risks** cover section.

- We cover your computer for loss or damage anywhere in the world, from any cause that is not specifically excluded.
- We also cover loss or damage to accessories, any software supplied by the manufacturer as part of the computer, and any programs or software for which you have a legal licence, provided your sum insured is sufficient.

### Items kept in a safety deposit box

- We will cover you against loss or damage of your items in a vault or safety deposit box at a bank or similar secure facility.
- You will be covered for the sum insured as shown in your policy schedule, on condition that you notify us when temporarily removing the item. If you have not notified us, we will cover you up to the limit as shown in your policy schedule.
- You will also have cover up to the sum insured as shown in your policy schedule while items are in transit to or from any bank, secure facility, place of purchase, place of repair and your home.

## What is not covered

### The following specific items

Under no circumstances do we cover the following items under All Risks:

- vehicles, motorcycles, scooters, three-wheeled vehicles, quad-bikes, motorised lawnmowers, golf carts, trailers, caravans, hang-gliders, aircraft (other than remote control aeroplanes/drones if specified) or pleasure-craft – or any of their fitted equipment and accessories
- remote-controlled aeroplanes/drones while in use or in flight

- money, credit cards, debit cards, phone cards, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, manuscripts or documents of any kind
- cameras and photographic equipment used for business purposes or financial gain.

### The following events

We do not cover you for loss or damage that is caused by:

- flaws or defects, whether present when the item was new or discovered afterwards
- fluctuations in atmospheric or climatic conditions, or the effects of light
- any process of cleaning, dyeing or renovating
- bursting, rusting, corrosion or deterioration
- defective – design, specification, construction, workmanship or material of the insured property
- lack of maintenance or upgrading
- wear and tear or any other gradual deterioration
- chipping, scratching, denting or breakage of porcelain or similar articles of a fragile nature
- loss or damage while items are mailed or couriered unless specifically agreed by us in writing
- theft from an unattended vehicle, except in the following instances:
  - The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are clear signs of forcible or violent entry into the building or the premises; or
  - The vehicle is locked, there are clear signs of forced entry and the item is out of view, for instance inside a locked boot, inside the glove compartment or under a seat; or
  - In the case of remote jamming, you will be covered up to the limit stated in the Schedule.
- electrical, electronic or mechanical breakdown, unless accompanied or caused by other insured damage.

## Your specific responsibilities

### Be aware of your responsibilities

Some of the terms below require specific action on your part. In such cases, you must do what is asked of you, or we may reject your claim.

#### Keep jewellery and watches in a safe

You must keep all jewellery and watches valued at more than the amount stated in the Schedule in a securely locked wall- or floor-mounted safe when not in use.

#### Keep pedal cycles secured and locked when left unattended

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

- when left unattended from a vehicle:
  - the vehicle must be locked, and
  - there must be clear signs of forced entry
- when left unattended the pedal-cycle or any parts must be:
  - locked away in a building; or
  - securely locked to an immovable object, vehicle or trailer by a lock and cable, or chain; or
  - locked inside a vehicle or trailer, and there are clear signs of forced entry
- during an event, the pedal-cycle must be left in a designated secure area provided by an official organiser such as a club or accredited cycling body

- while the pedal-cycle, wheels or parts are in transit:
  - these must be attached to a vehicle or trailer with a lock and cable, or chain; or
  - these must be locked inside a vehicle or trailer; or
  - you must have the pedal-cycle carrier securely bolted or locked to the vehicle or trailer
  - you must ensure that the frame and wheels of the pedal-cycle are secured to the pedal-cycle carrier with a lock, cable or chain
  - there are clear signs of forced entry.

If these conditions are not complied with, loss or damage to the pedal-cycle or any of its parts caused by theft will be limited up to the amount stated in the Schedule.

**Provide us with valuation certificates**

You must provide us with a valuation certificate from a registered jeweller or valuator for all items of jewellery, watches and collectables when we ask for it. If you do not, we will not pay more than the limit stated in the Schedule for jewellery, gold, silver, platinum, watches, collectables and precious or semi-precious stones.

Personal liability

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## Key terms to understand

<b>You</b>	Includes yourself, your spouse and any members of your immediate family who normally reside with you and are financially dependent on you
<b>Liability</b>	Refers to when you can be held legally liable to pay damages arising out of any event, not otherwise excluded under this section
<b>Paying guest</b>	A guest who stays in the building for a short period, without a contract in exchange for a fee
<b>Tenant</b>	A person who signed a rental agreement to live in the building for a set period. This includes sub-tenants

### The increasing cost of negligence

In today's world, people are more and more aware of their "rights". They will often not hesitate to sue you for loss or damage which they believe is due to your negligence.

Typical examples include your dog biting a passer-by, or a braai in your backyard starting a fire that burns your neighbour's house down.

## Paying out after a claim

### Pay-outs are always limited

When you claim for personal liability, your pay-out 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, the pay-out may be less than the maximum stated in the Schedule if we decide that it represents a fair settlement. We may pay the full limit or any lesser amount for which the claim may be settled to finalise a claim.

All pay-outs are made in South Africa, in local currency.

### Example

Your dog runs out into the street and bites a passer-by. He has to go to hospital, and incurs medical expenses of R95 000. If the sum insured in the Schedule for this kind of event is stated as R1 000 000, we will pay out the full R95 000.

### How we deal with your liability claim

- We will take over your rights to defend yourself.
- We will consider whether you are responsible for causing the damage, loss, bodily injury, illness or death.
- If we do not consider you responsible, we will refute liability on your behalf and send a letter to this effect to you, as well as to the person claiming liability against you. We will continue with your defence until the matter is finalised.
- If you are responsible, we will negotiate with the other person on your behalf. We will attempt to reach a settlement for the damage, loss, injury, illness or death. If we cannot reach a settlement, or if we receive a summons from the court, we will go to court on your behalf.

### How we may settle your liability claim

- We will pay once we have either negotiated a settlement, or once we have accepted legal liability on your behalf.
- We may pay the liability benefit either to you, or to the person that is claiming liability against you.
- Once we have paid the liability benefit, we have met our responsibilities to you under this policy. We will not be responsible for any other costs relating to that claim.

## Dual insurance

If you have more than one insurance policy in place that covers you for liability for the same event, the full amount of the claim will be split proportionally between the different policies.

- The cover you have under each policy will determine how we split the claim amount.
- If you claim from us, you may not also claim from the other insurer, and if you claim from the other insurer, you may not also claim from us.
- If you claim from us, we may settle your claim in one of the following ways:
  - We may pay the full claim amount to you and recover from the other insurer the part of the claim which they are responsible for.
  - We may pay only our part of the claim to you and arrange with the other insurer to pay their part of the claim directly to you.
- Whichever option we decide on, we will pay back the part of the premiums received which relates to the other insurer's part of the claim, but only in respect of premiums received for three years prior to the date of the claim.
- It is the other insurer's responsibility to refund premiums you paid to them relating to our portion of the claim, and you will have to contact the other insurer directly for a refund.

## What we cover you for

### GENERAL PERSONAL LIABILITY

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If you have Buildings or Household contents cover under this policy then you automatically get **General Personal Liability** cover.

#### Accidental death, bodily injury or illness

We cover your liability for accidental death, bodily injury or illness sustained by third parties anywhere in the world.

#### Accidental loss or damage

We cover your liability for accidental loss or damage to property anywhere in the world.

#### Legal costs

As part of an insured event, we will pay for any legal costs recoverable from you or incurred with our consent.

### TENANT'S PERSONAL LIABILITY

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If you have Household contents cover under this policy then you automatically get **Tenant's Personal Liability** cover.

#### In the home you are renting

We will cover your legal liability as a tenant towards the owner of your home, as far as it relates to loss or damage to property which you are responsible for under your rental or lease agreement.

You are not covered for the following:

- Liability caused by fire or any other insured event against which you have to insure your home, under your rental or lease agreement.
- Liability because you did not comply with the terms of any insurance policy covering your home, which resulted in the insurance claim being rejected.

#### Towards your domestic worker

If you are a tenant, we also cover you for the following instances of personal liability towards your domestic worker, provided that these arise out of their employment duties:

- loss or damage to their property
- bodily injury or death.

This cover overrides any exclusion around domestic employees that may feature elsewhere in this policy.



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## PROPERTY OWNER'S LIABILITY

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If you have Buildings cover under this policy then you automatically get **Property Owner's Liability** cover.

### For the home you own

If you own the private residential building, we cover you for the following instances of personal liability:

- loss or damage caused by an insured event specified under the Buildings section
- death, bodily injury, loss or damage that arises directly out of your ownership of the home specified under the Buildings section.

### Towards your domestic worker

If you own the private residential building, we also cover you for the following instances of personal liability towards your domestic worker, provided that these arise out of their employment duties:

- loss or damage to their property
- bodily injury or death.

This cover overrides any exclusion around domestic employees that may feature elsewhere in this policy.

### Renting out your home

If you own the private residential building that you have let or rented out to a tenant, we cover you for the following instances of personal liability:

- loss or damage caused by an insured event specified under the Buildings section
- death, bodily injury, loss or damage that arises directly out of your ownership of the home specified under the Buildings section.

Your tenants are regarded as third parties for the purpose of this cover.

### Towards paying guests

We will cover you for legal liability towards paying guests, who are injured or die because of an accident that happens at your risk address.

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## SPREAD OF FIRE LIABILITY

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If you have Buildings or Household contents cover under this policy then you automatically get **Spread of Fire Liability** cover.

We will cover your legal liability resulting from the spread of fire from your premises. The following conditions apply to this cover:

- You must comply with all the requirements of the National Veld and Forest Fire Act (if applicable).
- If a Fire Protection Association (as required by the above Act) has been registered for the area where your premises are situated, you must be a member of that Association.

There is no liability cover for the loss of, or damage to, plantations, forests or sugar cane.

Cover is limited to the amount stated in the Schedule for plots and farms. A plot (also referred to as a smallholding or agricultural holding) or a farm is a property that has been zoned for agricultural use. This does not necessarily mean that the property is used for agricultural purposes.

## SECURITY-RELATED LIABILITY

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In addition to the standard cover outlined in the preceding pages, you are also covered for the following:

### **Wrongful arrest**

If your activities as a member of a Neighbourhood Watch (or similar voluntary non-profit organisation) result in the wrongful arrest or attempted wrongful arrest of an alleged suspect, we cover you for any sums of money that you may subsequently be liable to pay.

This is on condition that the alleged suspect is not a member of your family or household, or any person employed by you.

### **Activities of your security company**

We cover your liability 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.

### **Electric fence**

Your liability relating to the ownership of an electric fence which may lead to bodily injury or death.

## What is not covered

### **Judgments under US or Canadian law**

You are not covered for liability arising from any judgment, award, payment or settlement made in a country that operates under the laws of the United States of America or Canada.

You are not covered either if there is 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.

### **Agreements that create their own liability**

You cannot, in an agreement you might sign with a third party (for example, a builder), accept liability for something that you could not reasonably be held liable for in the first place. For example, you cannot accept liability for the actions of a builder who is renovating your home, for that is clearly his responsibility.

### **Punitive fines, penalties or exemplary damages**

We do not cover liability arising out of any punitive fines, penalties or exemplary damages that may be awarded against you.

### **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.

### **Your employment, business or profession**

We do not cover you for any liability arising from your employment, business or profession.

### **Land and buildings**

You are not covered for liability arising out of the ownership of any land or buildings, unless they are insured under the Buildings section of this policy, and the land is used for residential purposes.

### **Letting of property**

We do not cover liability arising solely from the specific activity of letting or renting property (whether movable or immovable) for monetary reward.

**Example**

If you rent your own home out to a third party you are covered under Property Owner's liability for certain insured events causing loss or damage. If, however, you let out property to third parties as a commercial venture such as an estate agent, the liability arising out of the letting activities is not covered under this policy.

**Use and ownership of vehicles**

You are not covered for liability arising from:

- your ownership or use of aircraft other than model aircraft
- your ownership or use of pleasure-craft greater than 10.5 m
- loss or damage to any motorised vehicle or aircraft in your care, custody or control
- the use of any motorised vehicle if legislation requires you to insure the vehicles or provide security, or the governmental body has accepted responsibility for compensation
- the use of unmanned aerial vehicles (UAVs) such as drones, other than radio-controlled model aircraft (RCAs)
- the use of any motorised vehicles unless they are insured under the Motor and Pleasure-craft sections of this policy and you have successfully claimed under those sections for own damage.

**Death or bodily injury to employees or family**

We do not cover liability for death of, or bodily injury to, you or any member of your family, or any employee arising out of their employment by you.

**Loss or damage to property**

We do not cover you for loss or damage to property that:

- belongs to you, your family or your employee
- is in your custody and control
- is in the custody and 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
- is covered under some other insurance policy.

**No cover during structural alterations**

We do not cover you for loss or damage to your home or outbuildings when these are being structurally altered, and the loss or damage is caused by these alterations.

**Fraud, assault, reckless disregard**

You are not covered for liability that arises out of:

- dishonest, fraudulent or malicious acts by you
- physical assault committed by you
- the reckless disregard by you of the possible consequences of your actions or omissions.

**Failure of insured to comply with obligations**

You are not covered for liability that arises out of:

- the purchase, sale, barter or exchange of any property (movable or immovable) or
- your failure to comply with any obligations in terms of the transaction.

**Debt, maintenance or alimony**

You are not covered for liability that arises out of your failure to pay any debt or alimony or a breach of promise.

## Your specific responsibilities

- Tell us immediately about any incident that caused another person's bodily injury, illness, death, damage to property or loss of property. Do not wait until you receive a letter telling you that another person holds you legally liable.
- Tell us immediately after you receive a letter of demand or a summons, or if another legal process was issued by you or against you.
- Send us all police reports, court documents, letters of demand or settlement offers.
- You must never admit guilt. If you do, you may not have cover under this policy.

Extended Personal liability

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## Key terms to understand

<b>Immediate family</b>	Your partner, and your or your partner's parents, children and siblings
<b>Period of insurance</b>	Any period for which you have paid the premium
<b>Underlying policy</b>	An active insurance policy you have with a licenced insurer in or outside South Africa that insures you for Personal liability, Property Owner's liability, Tenant's liability, Motor liability or Watercraft liability
<b>You</b>	Includes yourself and any members of your immediate family who normally reside with you and are financially dependent on you. Where applicable, 'you' also includes a co-insured as shown in your policy schedule as long as the co-insured normally resides with you

## What we cover you for

### ○ **Your extended personal liability cover**

We will cover your legal liability during the period of insurance in the following instances:

- **Liability exceeding the limit of your underlying policy:** Where the amount of your liability is more than the limit of your underlying policy and the underlying insurer has paid or has agreed to pay the full amount of that limit.
  - We will only pay for your liability above R2.5 million for vehicle liability and R1 million for any other type of liability.
  - This means that if the limits in your underlying policy are less than the above amounts, there will be a shortfall in your cover.

#### **For example**

The limit for vehicle liability in your underlying policy is R2 million and your liability claim is R3 million. Your underlying policy settles your claim up to the R2 million limit and you claim under your extended liability policy for the difference of R1 million. We will only pay R500 000 which is the difference between R3 mil and R2.5 million (as per the above clause). You will have to fund the difference of R500 000 yourself. It is therefore important to ensure that you have sufficient liability cover in your underlying policy.

- **Liability not covered by your underlying policy:** This means that your liability is specifically excluded in your underlying policy, or there is no mention of cover for it. The conditions set out in your underlying policy will still apply.
- **Vehicle liability:** Your liability relating to a vehicle accident is **only** covered in the following instances:
  - It is covered by your underlying policy but your underlying policy's limit is not enough.
  - The only reason it is not covered by your underlying policy is because the accident happened outside the countries where your underlying policy covers you.
- **Watercraft liability:** Your liability relating to a watercraft accident is **only** covered if the length of the watercraft is less than 10.5 metres and one of the following reason apply:
  - It is covered by your underlying policy but your underlying policy's limit is not enough.
  - The only reason it is not covered by your underlying policy is because the accident happened outside the countries where your underlying policy covers you.
- **Liability relating to pollution and contamination:** We will cover your liability relating to pollution or contamination, as long as it happens suddenly, accidentally and unexpectedly.

Pollution or contamination means the discharge, release, dispersal, seepage or escape of any solid, liquid, gas, contaminant or pollutant. For example: Humidity, fumes, smoke, soot, chemicals, acids or waste.

○ **Underlying policy conditions**

You must have an active underlying policy that covers precisely the type of liability that you are claiming for.

- For purposes of your extended personal liability cover, an underlying policy also refers to any liability cover you are enjoying under the **Personal liability**, **Vehicle** and **Watercraft** cover sections of this policy.
- You must have complied with the conditions of the underlying policy.

○ **Limit of liability**

The limit shown in your policy schedule is the maximum amount that we will pay for any one liability claim, or for all liability claims resulting from the same event. The limit includes:

- The amounts that you are legally liable for.
- The legal costs and expenses of the other person.
- Your legal costs towards the defence or settlement of the claim against you, but only if we agreed in writing to cover these costs prior to you incurring the costs.

○ **Territorial limits**

You are covered for liability claims which are made against you anywhere in the world, except if the liability claim is made in the United States of America (USA), Canada or any other country which operates under the laws of the USA or Canada.

## Specific exclusions – what we do not cover

You must read these **Specific exclusions** together with the **General exclusions** in the **General terms & conditions** section to make sure you understand exactly what is not covered.

○ **Liability relating to property**

- There is no liability cover relating to the ownership, possession or occupation of land or buildings, except for buildings (including the land on which they are situated) used as your private residence that are covered by your underlying policy.
- There is no cover for liability relating to you buying, selling or swapping any movable or immovable property.

○ **Liability towards certain people**

- We do not cover liability between people who were insured under this policy at the time of the event that resulted in the claim. This means we do not cover your liability relating to the death or bodily injury of a co-insured (where applicable), or any member of your household living with you. We also do not cover their liability relating to your death or bodily injury.

○ **Liability relating to your actions**

- We do not provide any cover if you were dishonest, malicious or if you physically assaulted another person.
- We do not cover your liability if you recklessly ignored the consequences of what you were doing or failing to do.
- We do not cover your liability if you agreed to accept, or already accepted, legal liability without first getting our permission.
- We do not cover your liability arising from the failure to pay maintenance or alimony or any amounts following a breach of promise.
- There is no cover for the purchase, sale or exchange of any property (movable or immovable), including your failure to follow any obligations in relation to this.

○ **Fines, penalties, punitive damages and debt**

There is no cover for any fines, penalties or punitive damages imposed by law, or liability arising from any debt.

- **Liability relating to vehicles, aircraft and watercraft**
  - **Aircraft:** There is no cover for liability relating to the ownership, possession or use of any aircraft or unmanned aerial vehicles (UAV) or systems (UAS) such as drones. We would however cover hang gliders and radio-controlled model aircraft as long as the model aircraft was used in terms of the rules and regulations set out by The South African Model Aircraft Association.
  - **Vehicles:** There is no cover for liability relating to the ownership, possession or use of any self-propelled vehicle, scooter, three wheeler, quad bike, caravan, trailer or golf cart, except for:
    - Hobbyists models and toys, ride-on and motorised lawn mowers.
    - The cover provided under **What we cover: Vehicle liability**.
  - **Legislation relating to vehicles:** There is no cover for liability that is governed by a law that regulates the use of vehicles in the following instances:
    - Where you must insure against the liability.
    - If the state or any government body or authority is required to deal with the claim.
  - **Watercraft:** There is no liability relating to the ownership, possession or use of any watercraft except as provided for under **What we cover: Watercraft liability**.
- **Liability relating to employment, business or profession**

There is no liability cover arising from any employment, business or profession except for liability covered under the **Home business liability**, **Liability towards paying guests** and **Domestic employee's liability** benefits in the **Personal liability** cover section of this policy.
- **If you have other insurance**

We do not cover your liability for loss or damage to property, if that liability is covered under any other insurance policy.

## Claiming under this cover section

The conditions set out in the section **Claiming under this policy** in the **General terms and conditions** section do not apply to the **Extended personal liability** cover section.

- **Your responsibilities**
  - Tell us immediately once you become aware that you will need to claim under your extended personal liability because your underlying policy does not provide you with cover, or because the limit is not sufficient to settle your liability.
  - Send us all police reports, court documents, letters of demand and settlement offers.
  - You must never admit guilt. If you do, you may not have cover under this policy.
- **How we deal with your liability claim**

If your liability claim is not covered by your underlying policy, we will deal with it as follows:

  - We will take over your rights to defend yourself.
  - We will consider whether you are responsible for causing the damage, loss, bodily injury, illness or death.
  - If we do not consider you responsible, we will refute liability on your behalf and send a letter to this effect to you, as well as to the person claiming liability against you. We will continue with your defence until the matter is finalised.
  - If you are responsible, we will negotiate with the other person on your behalf. We will attempt to reach a settlement for the damage, loss, injury, illness or death. If we cannot reach a settlement, or if we receive a summons from the court, we will go to court on your behalf.



○ **How we may settle your liability claim**

- When we will pay depends on the nature of your claim. We will pay once we have:
  - Negotiated a settlement if you were liable, where your claim was not covered by your underlying policy.
  - Accepted legal liability on your behalf if you were not liable, where your claim was not covered by your underlying policy.
  - Accepted a claim where the limit of your underlying policy was not enough.
- We may pay the liability benefit either to you, or to the person that is claiming liability against you.
- In some cases, we may pay out less than the limit as shown in your policy schedule if we decide that it represents a fair settlement.
- Once we have paid the liability benefit, we have met our responsibilities to you under this policy. We will not be responsible for any other costs relating to that claim.
- Our payment will be made in South African rands only.

○ **If you do not agree with our claims decision**

Please refer to the process explained under **How to complain** in the **General terms & conditions** policy section.

Cyber insurance

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## Specific definitions for the Cyber insurance section

The following definitions are used in the Cyber insurance section of this policy.

<b>Child</b>	Your financially dependent child under the age of 21, or under the age of 25 if a full-time student even if they do not reside with you. Cover only includes your children if chosen and shown in your policy schedule
<b>Computer system</b>	Information technology and communications systems which include hardware, IT infrastructure, software and electronic media to manage electronic data  This does not include operational technology that monitors or controls devices and events in business or embedded systems. For example, a monitor system used to change valves
<b>Cyber extortion</b>	If you receive a legitimate threat or a demand for ransom by a third party to harm your computer system or if we need to resolve a cyber incident caused by that third party
<b>Data breach</b>	A security breach where someone retrieves, destroys, changes, loses or discloses personal data unlawfully from your own or outsourced computer system. For example, someone hacking into your computer system or your email provider to steal personal data
<b>Electronic media</b>	IT devices that are used to record and store digital data. This includes external drives, CD-ROMs, DVD-ROMs, magnetic tapes or disks, and USB sticks
<b>Email spoofing</b>	Forging an email header so that the message appears to have been sent from the legitimate source. For example, changing an email header so that the email appears to come from your bank
<b>IT infrastructure</b>	Communication equipment or facilities that are used to maintain the functioning of electronic facilities that support computer systems and data
<b>Legal costs</b>	Legal fees including costs for experts, investigations, court appearances, surveys, examination and procedures that are necessary to defend your case. These legal costs do not include general expenses such as salaries and overheads
<b>Lost income</b>	Actual income lost for the time reasonably and necessarily taken off from work to fix your records after a claim event. The lost income for self-employed persons will be based on the previous year's tax returns
<b>Mobile wallet</b>	Any virtual wallet that you store money in and which you can use to perform transactions. This does not include any crypto-currencies, credit bought or earned within a game or gambling site or a subscription purchased online
<b>Partner</b>	A person who is your permanent life partner who you have lived with for longer than 12 months, your spouse or civil union partner. Cover only includes your partner if chosen and shown in your policy schedule
<b>Personal data</b>	Information as defined by applicable data protection laws. This data identifies a person, for example, a name, identification number, location data including an online identifier or a physical, genetic, mental, economic, cultural or social identity
<b>Phishing</b>	When someone pretends to be a trustworthy entity in electronic communication to obtain sensitive information such as usernames, passwords and credit card details
<b>You</b>	Includes yourself, your partner (if chosen) and a maximum of three children (if chosen)

## Main cover

We will cover your reasonable losses and expenses that may result from cyber incidents during the period of insurance. Your cover is dependent on the cover option you chose, and the limits shown in your policy schedule. The annual claim limit will apply irrespective of the number of claims that you submit.

## Included benefits

- **Cyberbullying, cyberstalking and loss of reputation**
  - **Cyberbullying and cyberstalking**
    - We will cover reasonable costs for experts to remove online material from the internet if it relates to cyberbullying or cyberstalking. In addition, we will also reimburse actual lost income if it is not covered by your employer
    - Cyberbullying involves bullying over the internet and can result in your wrongful termination of employment, false arrest, disciplinary action at a school or shock and mental injury as diagnosed by a medical practitioner. Cyberbullying must include two or more acts of bullying, such as:
      - Harassment, including repeated personal interaction despite your rejection.
      - Intimidation.
      - Defamation of character.
      - Invasion of privacy, including unauthorised usage monitoring of your internet usage and electronic communication.
      - Threats of violence.
    - Cyberstalking involves someone that uses electronic devices or the internet to repeatedly harass or frighten you.
  - **Loss of reputation**
    - If you suffered a significant negative impact on your reputation, after someone published private and offensive material about you on the internet, we will cover:
      - Lost income as a result of this incident, if it is not paid by your employer.
      - Costs necessary for an expert to manage and protect your reputation.
    - **Legal costs:** We will cover reasonable and necessary costs to take legal action against a third party for acts of cyberbullying or cyberstalking, or for information that they publish on the internet against you.
    - **Trauma benefit:** If cyberbullying or cyberstalking causes emotional trauma, we will pay up to the limit shown in your policy schedule to assist with trauma counselling as diagnosed by a licensed professional.
    - **Additional school cost:** We will cover your expenses if your child is affected by an act of cyberbullying or cyberstalking or for information published on the internet. If a licensed doctor or psychologist recommends that your child needs to be placed in another school, then we will cover the expenses for additional school fees, school uniforms and educational material.

### Examples

- Your child becomes the target of bullying via social media and starts to suffer from depression.
- You start receiving threatening messages, or sensitive information about you is posted online, that leads to you losing your job or suffering emotional trauma as diagnosed by a licensed physician or psychologist.

### Your cover:

We will cover the costs to remove the relevant online material, lost income, legal cost against the third party, costs to manage and protect your reputation, payment for trauma counselling, and costs to move your child to a different school if required.

- **Cyber extortion**

You may receive a legitimate demand for a ransom payment to prevent harm to your computer system or to prevent your personal information (photos, emails or texts) being made public.

We will cover the ransom payment and reasonable costs to resolve the cyber extortion incident. The following conditions apply:

- The ransom payment must be made in adherence to the applicable laws at the time and subject to our prior written consent.
- You must notify the relevant law enforcement authorities within 72 hours of the cyber extortion incident.

#### Examples

- You click on a link in an email or open an attachment which contains malware. The malware installs ransomware on your device and encrypts your data. A ransom demand is received asking you to make payment to decrypt your data.
- You receive a request to pay a ransom demand, failing which your private photos and texts will be published online.

#### Your cover:

We will cover the costs for IT experts to confirm the validity of the demand and as appropriate try restore your systems and data. If required, we will cover the ransom demand as well as other reasonable costs that may be incurred by you to resolve the incident.

- **Data and privacy breach by a third party**

We will cover your legal costs if you claim damages from a third party for a data breach of your personal data. We will pay on condition that the third party acknowledges the data breach event to you in writing or publicly in the media.

#### Example

A company which stores your information is hacked and as a result your personal information is stolen and identity theft is committed against you.

#### Your cover:

We will cover your legal costs to seek damages against the company where your personal information was stolen from.

- **Data restoration**

We will cover the reasonable and necessary costs for an expert to restore your digital data and software to the closest possible condition it was in immediately prior to the cyber incident.

- Computer malware is designed to cause harm or to gain access to computer systems. We will cover expenses to restore your computer system, data and electronic media that was affected by malware such as viruses, ransomware and rogue security software.
- We may replace your damaged computer system or parts of it if we determine that replacement is more economical than restoration.

#### Examples

- You browse to a website that installs a programme on your device that encrypts your files, photos and software.
- You borrow a memory stick or hard drive which is infected with malware. The malware damages your device and you need to reformat your hard drive, reinstall your operating system and restore all data from your backup.

#### Your cover:

We will cover the costs to restore your data and software and to replace parts of the computer should it be necessary.

○ **Identity theft**

- Identity theft happens when a person, other than your immediate family, illegally uses your identity document or confidential information relating to your identity.

For the purpose of this clause immediate family means: Your partner, and your and your partner's parents, children and siblings.

- Identity theft of personal data over the internet can result in additional expenses and lost income.
- We will cover the following expenses after an identity theft incident if we give our written consent:
  - Costs to reapply for a loan or credit applications which the credit provider rejected due to a bad credit rating.
  - Costs to certify documents for law enforcement agencies, financial institutions or credit agencies.
  - Telephone calls and postage to amend your records and to reflect your true name or identity.
  - Credit monitoring with identity theft education and assistance from established providers up to six months.
  - Cost to reissue the identity document which was used for the identity theft.
- If you become a victim of identity theft, we will cover your expenses and lost income for the time you take off from work to sort out the identity theft incident. The following conditions apply:
  - You must report the incident to the police within 72 hours of discovering the identity theft.
  - You must provide written confirmation from your employer that the lost income will not be reimbursed.

**Example**

Your personal email account or a company that has your personal information was hacked. Your information is stolen and is used to apply for loans, transact online and participate in tax and medical aid fraud.

**Your cover:**

We will cover the costs from identity theft and any lost income to take time off from work. We will also cover the reasonable costs to reapply for loans, get affidavits certified, make telephone calls, reissue documents used in the identity theft and we will cover credit and identity theft monitoring up to six months.

○ **Theft of funds**

- We will cover the following incidents:
  - Unauthorised electronic transaction of money or funds due to a cyber incident or the hacking of your online bank account, bank card or mobile wallet.
  - Direct and pure financial loss of your funds resulting from you being an innocent victim of phishing or email spoofing.
- The following conditions apply:
  - Report the incident to the issuing bank or mobile wallet company within 48 hours of discovering the theft.
  - Provide written evidence that the bank or mobile wallet company is not reimbursing your funds.
  - Report the incident to the police within 72 hours of discovery and obtain a case number.
- If you suffer financial loss from being a victim of phishing or email spoofing, we will cover the additional account charges for not keeping the minimum balance in your account or for failure to pay the monthly loan payment.
- We will cover reasonable legal costs to pursue:
  - A claim against your bank or mobile wallet company for compensation of the theft of funds.
  - A criminal case against the third party who is responsible for the theft of funds, phishing or email spoofing.

**Examples**

- Your bank statement shows a transaction you can't recall but the bank confirms that the transaction was made with your valid information and refuses to pay the funds lost.
- You receive a phishing email (pretending to be from your bank) to get your username and password. The attacker uses this information to steal funds from your bank account or mobile wallet.

**Our cover:**

We will cover the costs to investigate how the incident occurred, cover the funds you lost, and fees for insufficient funds or defaulting on a payment. We will also cover any legal fees to prosecute the third party who committed the theft.

○ **Third party liability**

You can be held legally liable for damages to a third party if you failed to prevent a cyber incident on your computer system or other internet-connected components (network incident). We will cover the following expenses after a cyber incident:

- The amounts which you are liable to pay for resultant damages to a third party's computer system.
- Legal costs.
- The reasonable costs for an expert to investigate and report the reasons and circumstances of the cyber incident.

**Example**

Your device is hacked or infected with malware that causes damage to another person's device or data. As a result, this person takes legal action against you for the damages they suffered.

## Specific exclusions – What we do not cover

Specific exclusions are in addition to the exclusions set out in the **General exclusions** section. We will not pay a claim for any of the benefits set out in the **Cyber Insurance** cover section of this policy that was caused by or related to any of the following specific exclusions:

○ **Acts of terrorism**

We do not cover acts of terrorism. This exclusion does not apply to cyber terrorism where someone damages, disrupts or accesses your computer systems for religious or political purposes, to influence the government or to put the public in fear.

○ **Bodily injury, trauma, illness or death**

There is no cover for bodily injury, trauma (except as covered under the Trauma benefit), illness or death.

○ **Business or professional purposes**

There is no cover for activities carried out by you for business or professional purposes.

○ **Computer systems in the following instances**

There is no cover if you use computer systems when it has not:

- Completed development.
- Passed testing, including security assessments.
- Proved to be successful in a live environment.

○ **Coins, tokens and keys when trading with cryptocurrencies**

We do not cover coins, tokens and keys that are lost, misplaced, broken, modified, unavailable, inaccessible or delayed when trading with cryptocurrencies. It includes coins (e.g. Bitcoin, Ethereum, Ripple, IOTA), tokens (e.g. EOS, NEM, Tether) or public and private keys.

- **Contractual liability**

There is no cover for contractual liability that you accepted by way of a contract with a third party. This exclusion does not apply to the **Data and privacy breach liability** benefit or if your liability is the subject of a non-disclosure agreement.
- **Events before the cover start date**

We do not cover events which occurred or which you knew could lead to a claim before the cover start date.
- **Failure or interruption of IT infrastructure or related services**

We will not cover failure or interruption of IT infrastructure or related services not under your control such as telecommunication, internet service, satellite, cable, electricity, gas or water providers.
- **Failure to comply with the authorised regulator**

There is no cover in the event of failure to comply with the authorised regulator for the use of personal data under the data protection laws.
- **Failure to pay for, renew or extend**

There is no cover in the event of failure to pay for, renew or extend any lease, contract, licence, or order to supply goods or services.
- **Failure to remove a website or webpage content**

We will not cover your failure to remove a website or webpage content controlled by you after receiving a complaint or request to do so.
- **Faults or defects**

We will not cover faults, defects, errors or omissions in designs, plans or specifications of your computer systems making them unfit for purpose.
- **Fines, damages or penalties**

We do not cover fines, non-compensatory damages including constitutional, punitive, multiple, exemplary or liquidated damages or penalties.
- **Illegal or unlicensed software**

There is no cover for the use of illegal or unlicensed software.
- **Improvement costs**

There is no cover for costs to improve your computer system after a claim event unless it is unavoidable.
- **Investment or trading losses**

There is no cover for investment or trading losses, including the inability to sell, transfer or dispose of securities.
- **Intentional acts**

We do not cover liability, loss or damage caused by criminal, dishonest, reckless or intentional acts committed by you, members of your household or a co-insured. This includes if the event happens with your or their knowledge or consent.
- **Lawful seizure**

We will not cover seizure, confiscation, demand, destruction or damage to your computer system due to the action, requirement or order of any government, regulator, court or other body acting within its lawful authority.
- **Losses related to games, gambling sites or subscriptions**

We do not cover any loss related to crypto-currencies, credit bought or earned within a game or gambling site or a subscription purchased online.
- **Patents, trademarks or copyrights**

There is no for misappropriation, theft or violation of any intellectual property with respect to patents, trademarks and copyrights.
- **Payment card not in your possession**

We will not cover theft of funds where you are in not in possession of your payment card.



- **Scheduled downtime or planned outages**  
We do not cover scheduled downtime or planned outages of the computer systems.
- **Tangible property and any consequential losses**  
We do not cover loss of or damage to tangible property and any consequential losses, including the loss of use of the tangible property.
- **Transfers or transactions via a bank ATM**  
There is no cover for fund transfers or transactions via a bank ATM.
- **Upfront payments**  
There is no cover for loss of funds whereby you were falsely convinced to make payment upfront in return for payment, goods or services at a later stage.

## Claims conditions

The conditions set out in the **General terms & conditions: Claiming under this policy** do not apply to the **Cyber insurance** cover section. The conditions below apply to the **Cyber insurance** cover section.

- **How to claim**
  - Tell us right away. Contact your broker or the emergency response hotline shown in your policy schedule to notify us of a claim as soon as possible, but no later than 72 hours after the claim event. We will tell you what evidence and other documents we need to process the claim.
  - Report theft of funds to the issuing bank or mobile wallet company within 48 hours of discovering the theft.
  - Report a crime to the police within 72 hours.
  - **You must do the following when you submit a claim:**
    - Provide evidence of the claim event and describe the likely consequences.
    - Preserve any hardware, software and digital data and make these available to us.
    - Follow our recommendations to prevent further loss.
    - Make use of our service providers.
    - Take all reasonable and necessary measures to minimise the duration and effect of any losses after an event.
    - Contact your broker immediately if you receive a letter of demand, summons or if another legal process was issued by you or against you.
    - Provide complete information on time and send any police reports, court documents, letters of demand or any settlement offers to us.
  - **You must never do any of the following:**
    - Admit guilt, fault, liability, or incur any legal costs without first getting our permission.
    - Offer or negotiate to pay a claim.
    - Accept any offer from another person for any damage that you want to claim for under this policy. If you do, you will not have any claim under this policy.
- **How to deal with a third party liability claim**
  - A third party claim must be made against you and reported to us during the period of insurance.
  - We will consider whether you are responsible for causing the damage or loss.
  - If we do not consider you responsible, we will reject the claim and send a rejection letter to you and the person claiming liability against you.
  - If you are responsible, we will negotiate with the other party on your behalf. We will attempt to reach a settlement agreement for the amount of the loss, damage or injury.
  - If we cannot reach a settlement, or if we receive a summons from the court, we will go to court on your behalf. This means that we take over your rights to defend yourself.
  - The law allows three years from the date of the claim event, for the other person to claim from you.

- **What we will pay**  
We will pay the actual amount of liability, legal costs or expenses up to the limits shown in the policy schedule.
  - A maximum limit will apply within one year irrespective of the number of claims you may have during the period of insurance.
  - All pay-outs are made in South Africa, in local currency.
- **Who we will pay**
  - We will pay the claim amount to you or the approved service provider who assisted you with your claim.
  - If we accept legal liability on your behalf, we will pay the claim amount to the person who is claiming liability against you.
- **Dual insurance – if you have double insurance**
  - If you have more than one insurance policy in place that covers you for liability, legal costs or expenses for the same event, the full amount of the claim will be split proportionally between the different policies.
  - The cover you have under each policy will determine how we split the claim amount.
  - If you claim from us, you may not also claim from the other insurer, and if you claim from the other insurer, you may not also claim from us.
  - If you claim from us, we may settle your claim in one of the following ways:
    - We may pay the full claim amount to you and recover from the other insurer the part of the claim which they are responsible for.
    - We may pay only our part of the claim to you and arrange with the other insurer to pay their part of the claim directly to you.
    - Whichever option we decide on, we will pay back the part of the premiums received which relates to the other insurer's part of the claim, but only in respect of premiums received for three years prior to the date of the claim.
    - It is the other insurer's responsibility to refund premiums you paid to them relating to our portion of the claim, and you will have to contact the other insurer directly for a refund.
- **Help us with any legal proceedings**  
Your assistance may be required if we decide to start legal proceedings against any party responsible for the loss. Note that any such legal action may be taken in your name.
- **Our responsibility ends after we have paid a claim**  
Once we have paid a claim, we have met our responsibilities to you under this cover section. We will not be responsible for any other costs relating to that claim.
- **We will not pay any interest**  
We do not pay interest on any amount due by us unless ordered to do so by a South African court of law or agreed arbitrator.
- **If you do not agree with our claims decision**  
Please refer to the process explained under **How to complain** in the **General terms & conditions** section.
- **Prescription – expiry of claims**  
When a claim prescribes, it means that you have lost your right to claim and we will no longer be legally responsible to pay that claim.
  - A claim will prescribe after 12 months from the date of the event, unless any of the following applies:
    - You have referred the claim to the Ombudsman for Short-term Insurance.
    - You have started legal action against us.
    - The claim relates to your legal liability towards another person.

Legal costs

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## Key terms to understand

<b>You</b>	Includes yourself, your spouse and any members of your immediate family under the age of 21 who normally reside with you, and are financially dependent on you
<b>Legal costs</b>	Costs and expenses arising from a claim under this section, and for which you are liable
<b>Identity theft</b>	The theft, copying or illegal use of your identity document, or any confidential information relating to your identity by any person other than your spouse and any members of your immediate family

### Beware of identity theft

If someone should steal the details of your personal identity – for example, your ID number and address – they would be able to pass themselves off as you. They would then be able to enter into contractual arrangements in your name, access confidential information and even obtain credit.

## Paying out after a claim

### Report all claims to us immediately

All claims must be reported to us immediately and we will instruct our preferred attorneys to assist you, or we may reject your claim.

### Legal costs

For any claim where you require us to pay your legal costs, the amount paid out will be based on the tariffs of our preferred attorneys, up to the limit stated in the Schedule.

During any 12-month period, we will not pay more than the limit, even if you should have more than one successful claim.

Please feel free to request a copy of our attorneys' tariffs which will be adjusted to cater for increases over time.

### You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement. This is known as the excess, and is listed in the excess Schedule.

### Example

If you successfully claim R2 000 to defend yourself in a criminal case, and the excess for that claim is R250, your net pay-out from us will be R1 750.

## What we cover you for

We cover you for legal costs and expenses, based on our tariffs and limits, after we have decided that there is merit in pursuing a legal solution arising out of any of the following only:

- **Civil action**  
Any civil action by you or against you
- **Criminal charge**  
Defence of any criminal charge against you excluding a fine or bail that is levied against you
- **Labour relations**  
Any legal action by you or against you, in a labour court
- **Family matters**  
Any legal action relating to family matters such as divorce, custody or maintenance

Where any cover is subject to a waiting period, you may claim only once it has ended. The cause for the legal action must have happened after 90 days from when the cover started, and during the period of insurance.

Please check your Schedule now for the waiting periods that may apply to you.

**Difference between civil action and criminal action**

A civil action is when one person institutes legal proceedings against another person claiming for damages or performance from that other person. A criminal action occurs when a person is brought to court by the state and is accused of breaking a law which is classified as a crime – for example, armed robbery.

**Identity theft**

If your personal identity document is stolen, or any confidential information relating to your identity is copied or obtained without your authorisation, we will cover you for the following, as long as the theft occurred after the policy started:

- the *financial loss* suffered by you as a direct result of the identity theft
- all reasonable costs incurred in order to *reinstate your credit status* to the position it was in before the identity theft
- all reasonable costs incurred in order to *monitor your credit status* through a credit bureau of our choice
- all reasonable costs (such as telephone calls, letters, affidavits, copies of documents, etc.) incurred to *replace any stolen cards* or identification documents
- loss of income for each whole day of *unpaid leave* you may have to take to attend to and reclaim your identity.

The maximum amount we will pay for this is based on the tariffs of our preferred attorneys, up to the limit stated in the Schedule.

**What is not covered**

We do not cover legal costs or expenses incurred in any legal matter relating to the following:

**Matters where no provision is made for legal action, such as:**

- adoption, servitude, or the declaration of rights
- administration of estates, or the drafting of legal contracts and appeals
- debt counselling

**Business activities**

- your business or occupation
- the renting or letting of property

**The following legal actions**

- copyright, patents and similar rights
- civil action by you against your attorney in his professional capacity
- civil action between the holders of this policy as listed in the Schedule, except when this involves a family matter
- any action involving us (Hollard)
- any traffic offence that can be settled by an admission of guilt
- any action involving an insurance excess
- application procedures and ex parte applications
- any action outside South Africa
- any action that occurred before this cover started. With regards to family matters this would include separation, maintenance orders or restraining orders
- any matter where we do not believe there is a reasonable prospect of success

**Unauthorised or non-legal costs**

- any costs by attorneys other than our preferred attorneys appointed by us
- any costs not specifically authorised by us
- any costs that do not appear on our tariffs
- any non-legal costs

**Professional sports**

- professional sports of any description

**State security**

- any act aimed at overthrowing the government or threatening its safety

**Violence, dishonesty or immorality**

- any act or omission where we reasonably believe there is an element of violence, dishonesty or immorality.

**Vehicles**

We do not cover legal costs or expenses incurred in any legal matter relating to the following:

- any accident involving a vehicle, aircraft or watercraft while it is being used for racing
- any vehicle accident in the following cases when you are accused of:
  - your vehicle not being roadworthy
  - your vehicle not being legally licensed
  - not having a valid driver's licence
  - being 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).

The scenarios outlined above also apply to any other person who may be driving or towing your vehicle with your permission.

Despite the exclusions listed above, we may, at our discretion and depending on the circumstances, examine the merits of a claim and decide to pay out.

## Your specific responsibilities

**Report claims immediately**

As soon as you become aware of the theft of your identity or any other claim, you must take all necessary steps to limit the damage. Tell us right away, report it to the police, alert your creditors and follow the advice given to you by your legal advisers.

**Use our preferred legal adviser**

We strongly recommend that you use our preferred legal advisers. However, if we agree you may use your own legal advisers, you are responsible for any differences in the fees charged.

**Act in time**

You must avoid delays by giving timely and appropriate instructions to the legal advisers. If not, your claim may be rejected.

**Listen to your legal advisers**

You must follow the professional advice given to you by the legal advisers, or your claim may be rejected.

**Use the Small Claims court where appropriate**

If a claim is within the jurisdiction of the Small Claims court, it must be heard there.

**Do not incur costs without our consent**

You must obtain our consent before incurring any legal costs or expenses; otherwise your claim may be rejected. Therefore you must send all bills or estimates to us for approval.

**Return all recoveries to us**

In any legal action that you undertake, you may succeed in recovering costs and expenses from the other party. These are known as recoveries, and must be returned to us.

**Tell us about any additional insurance**

You must tell us about any additional insurance that you may have for legal costs and expenses, or your claim may be rejected.

Personal accident

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## Key terms to understand

<b>Accident</b>	An incident an insured person could not foresee, that happens unexpectedly and unintentionally at an identifiable time and place, and results in death or bodily injury. This includes motor vehicle accidents and hijackings
<b>Bodily injury</b>	Physical injury to an insured person's body caused by accidental, external and visible means. This includes injury caused by starvation, thirst and exposure to the elements
<b>Child</b>	An unmarried, financially dependent child of the policyholder who has not yet attained the age of 18. While the policyholder is eligible for cover under this policy, the age may (at our discretion) be extended to a child who has reached age 24, in respect of: <ul style="list-style-type: none"> <li>○ an unmarried child who is a full-time student at a registered educational institution. Being a full-time student means the child must attend lectures and the course must be at least 12 months in duration. A full-time student does not include studies via correspondence</li> <li>○ an unmarried, financially dependent child of the policyholder who is mentally disabled or permanently, totally physically disabled.</li> </ul>
<b>Medical practitioner</b>	A person who is legally licensed and qualified to practise medicine and surgery as required by the laws of the Republic of South Africa. This person may not be the policyholder, an insured person or any member of their family
<b>Insured persons</b>	You, your partner, your children or members of your immediate family, who permanently live with you and who are financially dependent on you. An insured person also includes people employed by you at your home, such as cleaning staff, nannies, au pairs, drivers and gardeners. Insured persons must be set out and named in your policy schedule
<b>Partner</b>	A person who is your permanent life partner who you have lived with for longer than 12 months at the time of the accident, your spouse or civil union partner

## Paying out after a claim

### How much we pay

We pay out the exact amount of cover that you chose when you signed up for this policy, so any claim is settled simply by referring to the Schedule of compensation below:

#### Schedule of compensation

- |                   |   |                                    |
|-------------------|---|------------------------------------|
| ○ death           | – | sum insured stated in the Schedule |
| ○ medical benefit | – | sum insured stated in the Schedule |
| ○ disability      | – | as stated in the disability table  |

### Who do we pay

We pay you, or any person or beneficiary named in the Schedule. In the event of your death, payment is made to your legal representatives, your estate or the person you have nominated in the policy as your beneficiary.

### Age limit

You can claim only if you are older than six months and younger than 80 years of age. No pay-outs will be made for anyone outside of this age limit, even if the claim is a valid one.

### Disability affects pay-out

The pay-out that you receive for disability depends on the extent to which you are disabled: the more severe your disability, the higher the pay-out. See table on next page.

Note, too, that the pay-out for disability will be deducted from any amount payable for death caused by the same accident.

DISABILITY TABLE	
Nature of the injury causing disability	% of amount shown in policy schedule
<b>Complete and irreversible loss of:</b>	
○ Speech	100%
○ Hearing in both ears	100%
○ Hearing in one ear	25%
○ Sight in both eyes	100%
○ Sight in one eye	50%
<b>Total and permanent physical separation, or loss of function of:</b>	
○ One arm or both arms	100%
○ One leg or both legs	100%
○ One arm and one leg	100%
○ Both hands or both feet	100%
○ One hand or one foot	50%
○ One hand and one foot	100%
○ Four fingers of either hand	70%
○ Thumb of either hand	30%
○ Any other finger of either hand	5%
○ All toes on one foot	30%
○ Great toe of either foot	10%
○ Any other toe	2%

## What we cover you for

### Bodily injury

We cover you for bodily injury sustained anywhere in the world that results in:

- death within 24 months
- permanent disability within 24 months
- injury that requires medical treatment.

The bodily injury must have been sustained directly as a result of an event that was clearly violent and accidental.

If the injury results in death, we will be entitled to have a post-mortem examination undertaken. This will be done at our own expense.

### Disappearance

We will pay out the death benefit if you have disappeared, or are presumed dead by a court of law. There also has to be reasonable evidence that this was as a result of an injury as defined in this section.

If you are subsequently found to be alive, the pay-out has to be refunded by the person to whom it was made.

### Exposure

We will pay if you are injured as result of exposure to the elements after an accident or an accident of the vehicle you are travelling in. Injury here includes the effects of thirst and starvation. So any claim is settled simply by referring to the schedule of compensation below:

Schedule of compensation

- death – sum insured stated in the Schedule
- medical benefit – sum insured stated in the Schedule
- disability – as stated in the disability table

### Bereavement benefit

In the event of an accident giving rise to a death claim, we will pay the benefit stated in the Schedule as a contribution towards bereavement expenses.

### Trauma counselling

We will pay the benefit stated in the Schedule if you require professional counselling as a result of a traumatic insured event, for example, a fire, theft, hold-up, hijacking or assault.

**This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.**

## What is not covered

### Certain activities, actions or medical conditions

*Skydiving, underground mining, self-injury, stress, etc.*

### High-risk sports

We do not cover claims resulting from the following sports where the risk involved is clearly high, with an increased chance of injury or death:

- parachuting, skydiving, bungee-jumping, bridge-jumping, base-jumping, hang-gliding, paragliding, polo, steeple-chase, rugby, sports of any kind on ice or snow, wrestling, martial arts, scuba diving and water-skiing
- speed or endurance tests, and racing (other than on foot)
- flying (other than as a passenger in a licensed passenger-carrying aircraft, piloted by a qualified person)
- big-game hunting
- mountaineering where the use of ropes or a guide is necessary.

### High-risk occupations

We do not cover claims resulting from the following occupations where the risk involved is clearly high, with an increased chance of injury or death:

- a member of the armed forces
- a crewman on a ship or oil-rig
- underground mining and tunnelling
- the manufacture of ammunition and the refining of petroleum
- professional sport (for example, rugby, motor-racing).

**Irresponsible actions**

We do not cover claims resulting from the following irresponsible actions that clearly have a high risk of injury or death associated with them:

- suicide, attempted suicide and intentional self-injury
- wilful misconduct
- being drunk or under the influence of drugs.

**Certain medical conditions**

We do not cover claims resulting from the following medical conditions that have a high risk of injury or death associated with them:

- insanity and neurosis
- stress and any related conditions
- any physical disability, infirmity, illness or disease that you already had when the policy started.

## Your specific responsibilities

**Seek immediate medical treatment**

In the event of a personal accident likely to lead to a claim, you must immediately see a registered medical practitioner, and follow any treatment that is recommended.

**Agree to regular medical examinations**

You must submit to any medical examination that we require of you, as often as required. We will pay for these medical examinations.

**Tell us of important changes**

You must tell us immediately of any changes to your health or lifestyle that are likely to have an effect on your risk profile. Examples are:

- a serious illness or any physical infirmity
- a career change that results in a more hazardous occupation.

Motor

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## Key terms to understand

<b>You</b>	Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you
<b>Vehicle</b>	The vehicle stated in your Schedule
<b>Factory-fitted accessories</b>	Factory-fitted accessories are those items that are originally fitted by the manufacturer during the production of the vehicle and are included in the manufacturer's specification. The value of these accessories are included in the retail value supplied by TransUnion or any similar publication approved by us
<b>Aftermarket accessories</b>	<p>Aftermarket accessories are those items not fitted by the manufacturer during the production of the vehicle. These accessories will include:</p> <ul style="list-style-type: none"> <li>○ optional or additional accessories that you or any previous owners of the vehicle requested the motor dealer to have fitted to the vehicle, before the vehicle was purchased</li> <li>○ an accessory that you or any previous owners of the vehicle bought separately and had fitted after the vehicle was purchased</li> </ul> <p>These accessories increase the value of the vehicle and are not included in the retail value supplied by TransUnion or any similar publication approved by us. If you want them covered, you must insure them separately</p>
<b>Third party</b>	Someone other than yourself who is involved in an insured event – for example, an injured pedestrian or the driver of a car that is involved in an accident with you
<b>Total loss</b>	Total loss means that your car is not recovered after it is stolen or hijacked, or that your car is so badly damaged that it is unsafe or uneconomical for us to repair (in other words, your motor vehicle is a write-off)
<b>Write-off</b>	Your vehicle is so badly damaged that it cannot be repaired economically; or it has been stolen and cannot be recovered
<b>Sum insured</b>	The sum insured for your vehicle is either the retail value or an agreed value. Check your Schedule now to see on what basis your vehicle is insured for

### Vehicle – full definition

Your vehicle includes all standard parts and accessories that are originally fitted by the manufacturer during the production of the vehicle and are included in the manufacturer's specification. 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 trailer or caravan which is not motorised, and which is designed or adapted for towing by a vehicle as described above
- a motorcycle, scooter, quad-bike, motorised lawnmower, three-wheeled vehicle or golf cart.

## Conditions of use of your vehicle

### How you may use your vehicle

This insurance policy carefully defines how you may use your vehicle in order for the cover to be valid. There are three categories of use:

- **Private**  
Private use (social, domestic, pleasure), as well as emergency travel to and from work.
- **Private and work**  
Private use (social, domestic, pleasure), as well as all travel to and from work
- **Private, work and business**  
Private use (social, domestic, pleasure), all travel to and from work, as well as travel for business or professional purposes excluding travel for commercial purposes

You must tell us if the use of the vehicle changes during the life of the policy.

If you were dishonest or intentionally misrepresented the facts, your claim will be rejected.

### Note that the following are excluded:

- Renting the vehicle out;
- Carrying passengers for financial gain, whether on a fare-paying or hire basis;
- Paid driving instruction; carrying trade samples or goods;
- Racing, speeding, motor sport, rally, time trial or while being tested in preparation for any motor sporting activity, or while being driven on a motor sporting circuit or track of any kind;
- Use on recognised 4x4 off-road trails (these are named and registered off-road trails which you pay a fee to drive on) and while the driver is receiving off-road training instruction at any off-road training facility;
- Driving on a motor sporting circuit or track of any kind, unless during an advanced driving course where all of the following apply;
  - The driving course is accredited by the Advanced Driver Training Industry Board of South Africa (A.D.T.I.B of S.A).
  - At the time of the accident, the driver is under instruction of the approved and accredited driving school instructor.
  - The accident happens while the driver is following the instructions of the driving school instructor.
- Towing a vehicle for financial gain;
- Use while the vehicle is overloaded;
- Use of motorcycles, scooters, three-wheeled vehicles, quad-bikes, motorised lawnmowers, trailers, caravans, motorised caravans or golf carts for business or commercial purposes;
- Whilst in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle (for example – your vehicle is covered when at the auto repairer for repairs but it is not covered when at the motor dealer because you are selling it).

### Business travel or commercial travel?

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 etc.) or stock (such as copper pipes, wood, bricks, cement, etc.) for a 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.

**No carrying of explosives or hazardous goods**

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 nitroglycerine or dynamite; chemicals or compressed gas; gas in liquid form; hazardous waste; and liquid petroleum.

**No using your vehicle as a courier or transport contractor**

You may not, under any circumstances, use your vehicle as a courier or transport contractor.

**No carrying of fare-paying passengers**

You are not permitted to use your vehicle as a bus or taxi to carry fare-paying passengers.

If you do give other parties a lift regularly, and they pay you, then that payment should be only for the actual expenses incurred; it should not include a profit. In this case, the passengers will not be regarded as fare-paying. An example of such an arrangement is vehicle-sharing or car-pooling.

## What is not covered

**SPECIFIC EXCLUSIONS**

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**Risks for your own expense**

We do not cover you for loss or damage to your vehicle that results from the following risks:

- depreciation; wear and tear; gradually operating causes; mechanical, electrical or electronic breakdown, failure or breakage
- damage to tyres caused by braking, punctures, cuts or bursts, unless some other part of the vehicle is damaged at the same time
- theft of your vehicle spares or aftermarket accessories for more than the cost of factory-fitted accessories of the same nature unless specified in the Schedule
- loss or damage arising from the fact that your vehicle is unroadworthy, or has not been maintained
- loss or damage arising from the fact that your vehicle was defectively designed or constructed
- any resultant loss or damage that was caused because you continued to drive your car after an insured event.

**Sea, airports and mines**

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.

**Driving under the influence**

There is no cover 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; 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.

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



## Your specific responsibilities

### We could reject your claim

Some of the terms below require specific action on your part. In such cases, you must do what is asked of you, or you may find that your claim is rejected.

### Be aware of the limits of indemnity

If more than one person is entitled to indemnity, any limitation applies to the total amount, and you will be given priority.

In other words, you will be paid out first, according to your limit, even if it means that the other person gets less than they are entitled to. This does not apply to vehicles that are financed through a bank or authorised credit provider. The bank or authorised credit provider will be paid first.

### Check your security

You must read your policy schedule to know what your security requirements are.

- We may specify the type of tracking device to be installed in your vehicle, which may be an early-warning device. An early-warning tracking device is one that can automatically alert the tracking company.
- You will not have any theft or hijacking cover if a security device is a condition of cover noted in your policy schedule and you do not have it installed.
- If a tracking device is either:
  - a requirement for your vehicle; OR
  - not a requirement for your vehicle but you decide to get one and it is noted in your policy schedule and the appropriate premium discount has been given then **we will not pay a claim** for theft or hijacking in any of the following instances:
    - The tracking device is not of the type stipulated in your policy schedule.
    - The tracking device was not in working order at the time of the incident.
    - Your contract was not active at the time of the incident.
    - You did not comply with the conditions of that contract.
    - You did not report the theft or hijacking to the tracking company immediately after the incident.

### Drivers must be licenced

Any driver of your vehicle must comply with the terms and conditions of this policy and must have a valid driver's licence.

- If your vehicle is used in South Africa, the driver must be in possession of a valid South African driver's licence, or a valid driver's licence that complies with South African legislation.
- A person with a valid learner's licence must be accompanied by a person with a valid driver's licence.
- A valid driver's licence is a licence that has not been cancelled, suspended or endorsed.
- An international driver's licence or permit must be converted to a South African licence within five years of the driver becoming a permanent resident, otherwise the licence is invalid and the driver will be considered unlicensed.
- The code on the driver's licence must allow the driver to drive your vehicle, or to tow the size of load that your vehicle is used for.
- If your vehicle is used in another country covered under this policy, the driver must have a valid driver's licence as required by the country in which your vehicle is used.

### Notify us of certain traffic offences

You must notify us if you have been charged or convicted of reckless or negligent driving.

This also applies to any person who may have been driving your vehicle at the time with your permission.

## How much we pay

### How we calculate sum insured

The retail value of your vehicle is the value from the Auto Dealer's Guide published by TransUnion Auto Information Solutions (Pty) Limited, or any similar publication approved by us. It is the price most dealers would be prepared to sell your car for, based on the mileage and condition of the car. It includes any factory-fitted accessories and modifications that are listed in the manufacturer's specification.

### Repairing or replacing your vehicle

We will not pay more than the sum insured stated in the Schedule.

### Do we fix the vehicle or get you a new one?

Once we have assessed your damaged vehicle, we may repair it if it makes economic sense, or pay out, or we may replace it.

### Agreed value

If your vehicle's value can no longer be determined by reference to the industry authorities, and you have supplied us with written proof of the value of your vehicle, then we may accept that figure and call it the agreed value. The valuation may be obtained from an expert, such as a motor dealer or motor club. All claims will be settled based on this agreed value, provided you supply an updated valuation at every anniversary date of your policy. If you do not, we will use a valuation from an expert, taking into account the condition and mileage of your vehicle.

Check your Schedule now to see whether we have agreed a value for your vehicle.

### Reduced pay-out for Code 3 or SAPVIN vehicles

If your vehicle is classified on NaTIS<sup>1</sup> as a Code 3 vehicle or SAPVIN, and it is written off or stolen, we may reduce your pay-out by a minimum of 30% of the retail value. When calculating the retail value we will take into account factors such as condition and mileage of the vehicle.

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.

### If your vehicle is more than 12 months old

If your vehicle is more than 12 months old and cannot be repaired, we will pay its retail value. When calculating the retail value we will take into account factors such as condition and mileage of the vehicle.

### If your vehicle is less than 12 months old

If you are the first registered owner of your vehicle, and it is less than 12 months old with less than 30 000 km on the odometer, we may replace it with a similar vehicle or pay for the list price of a new one. This applies when your vehicle is a write-off or has been stolen.

### If a part is not available

If a part needed for the repair of your vehicle is not available in South Africa as a standard (ready-made) part, we will pay an amount equal to the value of that part. We will also pay all reasonable costs to transport the part up to the limit stated in the Schedule.

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<sup>1</sup> NaTIS – This is the National Traffic Information System of the Department of Transport.

### Do we always use new parts?

If your vehicle is still covered by the standard manufacturer's warranty we will always use new "Original Equipment Manufacturer" (OEM) parts only. After that we may use second-hand or alternative parts of similar age and condition as your vehicle. We may also use new OEM parts or certified parts from other manufacturers.

### Window glass

We may use suppliers other than the original manufacturer but always subject to certification and subject to the required SABS standards.

### You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement. This is known as the excess, and is listed in the Schedule.

#### Example

If you successfully claim R10 000 for the repair of your vehicle, and the excess for that claim is R1 000, the net pay-out from us will be R9 000.

### Your bank may take part of your pay-out

If you are financing your vehicle with a bank or authorised credit provider, be aware of the fact that they are entitled to use your insurance pay-out for a write-off to settle any money that you still owe them, if they feel that this is the only way to recover the money. This is a standard clause in the contract that you signed with them when you purchased your vehicle.

### 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<sup>2</sup>.

## Liability to third parties

A third party is another person whose property is involved in an accident with your vehicle, for example the owner of another vehicle or the owner of property. That person may hold the driver of your vehicle legally liable for the damage caused by your vehicle. Your third party liability cover is limited to the amount shown in your policy schedule, which includes reasonable legal costs which we have agreed to in writing.

### The driver's legal liability

We will cover any driver's legal liability towards a third party whilst driving your vehicle, as long as you are the person who claims under this policy. We will not cover a driver's legal liability if the driver is insured for third party liability cover with another insurer. However, if the cover with the other insurer is not sufficient to cover the driver's liability, we will consider the claim for the difference up to the limit under this policy.

<sup>2</sup> 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.

## Causes of legal liability and how we cover them

In South Africa, death and bodily injury to persons as a result of vehicle accidents are covered by the Road Accident Fund Act (RAF). This means that your legal liability cover in and outside South Africa is different as explained below.

### Accidents in South Africa

We will cover a driver's legal liability towards a third party if your vehicle is involved in an accident that causes:

- Damage to another person's property.
- 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.

### Accidents outside of South Africa

- We will cover a driver's legal liability towards a third party if your vehicle is involved in an accident that causes:
  - Damage to another person's property.
  - 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.
- We will cover a driver's legal liability for a total of 90 days per year while travelling in any of these countries: Botswana, Lesotho, Malawi, Mozambique, Namibia, eSwatini, Zambia and Zimbabwe. There is no third party liability cover in Angola, Kenya, Tanzania and Uganda.
- If it is compulsory to take out third-party liability cover at the border of a country, you must claim under that policy first in the event of a claim. If that policy does not cover your valid claim in full, we will cover the difference up to the limit shown in your policy schedule.

### Driving a vehicle that does not belong to you

- We also provide third party liability cover as described above if an accident happens while you or the regular driver are driving a vehicle that does not belong to you, but only if the following conditions are met:
  - You, the regular driver or the restricted driver (as applicable), are the driver at the time of the accident.
  - The vehicle is a passenger vehicle, 4x4 vehicle, 4x2 vehicle, minibuss, SUV (sport utility vehicle), light delivery vehicle (LDV) or a motorised caravan with a gross vehicle mass of no more than 3 500kg.
  - The vehicle is not leased to you and you are not in the process of buying the vehicle from a motor dealer.
  - The vehicle is not rented.
  - The vehicle is not insured elsewhere for third party liability.
- We only cover third party liability, and not loss or damage to the actual vehicle, or for any property transported by that vehicle.

#### For example:

You will be covered for your legal liability towards another person if you borrow a friend's uninsured vehicle, and you are in an accident that causes damage to another vehicle.

### When there is no legal liability

#### Alcohol, drugs and driver behaviour

There is no legal liability cover while your vehicle is driven or being towed in any of the following instances:

- The driver is under the influence of alcohol, or the alcohol content in the driver's body exceeds the legal limit.
- The driver is under the influence of drugs or medication, unless it is prescribed by a doctor and is taken in the correct dosage.
- The driver refuses to submit to any test to determine the level of alcohol or drugs in their body, such as blood, urine or breathalyser tests.
- The driver leaves the scene of the accident unreasonably or unlawfully.
- The driver exposes the vehicle to situations that clearly have a high risk of loss or damage, for example, making a U-turn on a highway or driving at an excessive speed.

**Liability relating to death of or bodily injury to people**

There is no cover for legal liability relating to death of or bodily injury to any of the following people:

- You, anyone driving your vehicle, a family member (whether they live with you or not), or any person in your employ.
- Any person in or on a caravan or trailer while it is being towed by your vehicle.
- Any person who was outside the cab of your vehicle at the time of the event.
- Any person travelling in, getting into or getting out of a caravan or trailer.

**Liability relating to loss or damage to property**

There is no cover for legal liability relating to loss or damage to the following property:

- Belonging to you, anyone driving your vehicle, a family member (whether they live with you or not), or any person in your employ.
- In the care, custody or control of the driver of your vehicle.
- Being carried in, or on, a caravan or a trailer that is towed by your vehicle.

**Liability relating to towing**

There is no cover for liability relating to loss or damage to a caravan, trailer or another vehicle which does not belong to you, while it is being towed by your vehicle.

**Breaches of the National Road Traffic Act**

There is no cover for legal costs to defend criminal acts or fines relating to breaches of the National Road Traffic Act.

**Rejected claims for own damage**

There is no cover for a driver's liability if we reject a claim for loss or damage to your vehicle.

## Comprehensive cover

### WHAT WE COVER YOU FOR (INSURED EVENTS)

#### All loss and damage covered

You are covered for accidental loss or damage to your vehicle from any accidental cause, as well as any resulting liability to third parties.

#### Example

You are travelling on the highway and smash into the car in front of you. We will pay for the damage to your car, as well as damage to the other car.

### SAFEGUARDING YOUR VEHICLE

#### Towing your vehicle to a place of safety

##### *Accident*

If your vehicle is immobilised and cannot be driven away as a result of an insured event, we will pay for it to be towed or delivered to a place of safety. We will also pay for any emergency repairs you authorised enabling you to continue on your journey, but you must obtain an itemised invoice.

This must not exceed the limit stated in the Schedule.

##### *Breakdown*

If your vehicle is immobilised as a result of a mechanical or electrical breakdown, we will pay for it to be towed to a place of safety. We will pay for this only once every 12 months, up to the limit stated in the Schedule.

**WE ALSO COVER YOU FOR**

<b>Cover</b>	<b>Vehicles the cover is applicable to:</b>	<b>Page</b>
Window glass	All vehicles excluding, trailers, motorcycles, scooters, golf carts, quad bikes, three-wheeled vehicles	94
Sound equipment	All vehicles excluding trailers, scooters, golf carts, quad bikes, three-wheeled vehicles	94
<b>Limits apply to the following</b>		
Caravan, motorised caravan and trailer contents	All vehicles which are not motorised All motorised caravans	94
Courtesy vehicle	All vehicles	94
Child car seat	All vehicles excluding, trailers, motorcycles, scooters, golf carts, quad bikes, three-wheeled vehicles	94
Damage due to vermin or animals	All vehicles	94
Delivery after a claim	All vehicles	94
Emergency-services expenses	All vehicles	95
Keys, locks and remote controls	All vehicles	95
Medical benefit	All vehicles excluding caravans or trailers	95
Aftermarket accessories and equipment	All vehicles	95
Riot and strike cover outside South Africa and Namibia	All vehicles	95
Theft of spare wheels	All vehicles excluding motorcycles, scooters, golf carts, quad bikes or three-wheeled vehicles	95
Trauma counselling	All vehicles excluding vehicles which are not self-propelled	95
Vehicle rental excess	All vehicles	96
Wheelchair- and disability-friendly alterations	All vehicles and motorised caravans, excluding non-motorised caravans, trailers, motorcycles, scooters, golf carts, quad bikes or three-wheeled vehicles	96
Wreckage removal	All vehicles	96

In addition to the standard cover outlined in the preceding pages, you are also covered for the following.

**Window glass**

You are covered for accidental damage to any fitted window glass, such as the windscreen and side windows. A claim for window glass will not affect your premium.

**Sound equipment**

We will pay for accidental loss or damage to any factory-fitted sound equipment originally fitted by the manufacturer, during the production of the vehicle and included in the manufacturer's specification. If the sound equipment is not factory-fitted, it must be specified separately in the Schedule.

Any theft of the sound equipment must have been the result of forced and violent entry into the vehicle. A claim for sound equipment will affect your premium.

**Limits apply to the following**

We also cover you for the events listed below, but only up to the limits stated in the Schedule.

**Caravan, motorised caravan and trailer contents**All loss and damage covered

We will pay for accidental loss or damage to your caravan/trailer contents from any accidental cause.

If your contents are stolen from your unoccupied trailer, caravan or side tent, there must be clear signs of forced entry or exit. Caravan/trailer contents do not include permanent fittings of the caravan or trailer.

We will not pay for loss or damage caused by the dishonesty of any person using your caravan/trailer.

If this limited amount is not enough to pay for the contents you may ask for additional cover.

Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

**Courtesy vehicle**

If your car is being repaired or serviced and you receive a courtesy car, we will cover you for loss or damage to the courtesy car, but only if all of the following applies:

- You or the regular driver were driving the courtesy car at the time of the loss or damage.
- The courtesy car is a passenger vehicle or light delivery vehicle (LDV) with a gross vehicle mass not exceeding 3 500 kg.
- The courtesy car is not insured elsewhere for comprehensive car insurance.

We will not pay more than your car's sum insured, as shown in the Schedule, after deducting your excess.

Cover for the courtesy car ends when you return the courtesy car to the workshop.

**Child car seat**

We will pay for loss or damage to a fitted child car seat as a result of damage to the motor vehicle.

**Damage due to vermin or animals**

We will cover damage caused by vermin or domestic or wild animals. Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers. Vermin include moths, rodents, termites, parasitic worms or any other animal or insect classified as invasive species.

**Delivery after a claim**

We will pay for the cost of delivering your vehicle to your home address after repairs after a valid claim.



### **Emergency-services expenses**

We will pay for the costs charged by any emergency-services provider – such as the fire brigade – that has to be called in to respond to an insured event.

### **Keys, locks and remote controls**

We will cover the costs for the following:

- Replacing stolen or damaged keys, remote control units and locks for your vehicle.
- Replacing keys and remote control units of your vehicle if you suspect that an unauthorised person is in possession of duplicates.
- Re-programming of any related vehicle systems, like central locking and alarm systems.

Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

### **Medical benefit**

We will pay the medical benefit for any occupant of the vehicle who sustains bodily injury as a direct result of an insured event involving the vehicle.

### **Aftermarket accessories and equipment**

We will not pay more than the limit stated in the Schedule for loss or damage to aftermarket accessories and equipment that are not specified (excluding sound equipment).

Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you must specify these accessories and equipment.

### **Riot and strike cover outside South Africa and Namibia**

We cover you for certain events under the Motor, All Risks and Accidental damage sections not covered by Sasria, but only in Botswana, Lesotho, eSwatini, Malawi, Mozambique, Zambia and Zimbabwe.

We cover you for loss or damage caused by:

- civil commotion, labour disturbance, riot, strike or lockout; and
- the act of any lawfully constituted authority in controlling, preventing, suppressing or in any other way dealing with it.

We do not cover loss or damage:

- for any work, process or operation that is interrupted or delayed
- caused by permanent or temporary dispossession as a result of confiscation, commandeering or requisition by a lawfully constituted authority.

### **Theft of spare wheels**

We will cover the theft of the spare wheel fitted to the outside of your vehicle up to the amount shown in your policy schedule, on condition that:

- You have a factory- fitted or Vesa-approved wheel-lock to the spare wheel. If you do not have the required wheel-lock fitted to your vehicle, an excess will apply.
- The spare wheel must have been forcibly or violently removed from your vehicle.

### **Trauma counselling**

We will pay the benefit for prescribed professional counselling if you are the victim of a violent act of theft, attempted theft, hold-up or hijacking.

**This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.**

**Vehicle rental excess**

If you rent a vehicle from a car rental company, and it was damaged while in your control, 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.
- We will not pay if the driver of the rental vehicle did not comply with the conditions for cover under this policy.

**Wheelchair- and disability-friendly alterations**

If during the period of insurance you are accidentally injured and become wheelchair-bound or disabled as a result, we will pay for whatever alterations may be necessary to your vehicle to enable you to continue using it. This cover does not apply to motorcycles, scooters, three-wheeled vehicles, quad-bikes, motorised lawnmowers, non-motorised caravans, trailers or golf carts.

**Wreckage removal**

Following an insured event, we will pay for the cost of cleaning up and removing the insured vehicle's debris from the accident site.

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**Additional cover you can choose**

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<b>Cover</b>	<b>Vehicles applicable to</b>	<b>Page</b>
Caravan, motorised caravan and trailer contents – increased cover	All caravans, motorised caravans and trailers	98
Car hire	All vehicles excluding trailers, motorcycles, scooters, golf carts, quad bikes, three-wheeled vehicles	98
Extension of liability	All vehicles other than vehicles which are not motorised, a motorcycle, caravan, trailer, scooter, quad-bike, motorised lawnmowers, three-wheeled vehicle or golf cart	99
Keys, locks and remote controls – increased cover	All vehicles	99

## Check your Schedule

The cover in this section applies only if you have specifically asked for it to be included as part of your policy. If you are unsure, please check your Schedule.

### Caravan, motorised caravan and trailer contents – increased cover

Accidental loss and damage covered

We will pay for accidental loss or damage to your caravan/motorised caravan and trailer contents from any accidental cause.

If your contents are stolen from your unoccupied trailer, caravan, motorised caravan or side tent, there must be clear signs of forced entry or exit. Caravan/motorised caravan or trailer contents do not include permanent fittings of the caravan/motorised caravan or trailer.

We will not pay for loss or damage caused by the dishonesty of any person using your caravan/motorised caravan or trailer.

This cover is additional and applies if the limited cover is not enough to replace your caravan/motorised caravan or trailer contents.

## Car hire

### When we will arrange a rental vehicle

- We will arrange for you to rent a vehicle if we accept a claim for loss or damage to your vehicle, except for claims for benefits listed under the **We also cover you for** section, such as window glass.
- If your vehicle is still drivable, the rental vehicle is only available from the date that your vehicle is dropped off at our repairer.
- You may use the rental vehicle from the date your claim is accepted until the earliest of the following:
  - The end of the number of days you chose as shown in your policy schedule.
  - The date that the repairs on your vehicle are finalised.
  - The date that we settle a claim for a total loss.
  - The date that we return your vehicle to you, if it is recovered after theft or hijacking.
  - The date that we reject your claim, in which case you must pay back the cost of the car hire for the time that you used the rental vehicle.

### What the car hire benefit includes

The car hire benefit includes the rental of a vehicle which is listed in the vehicle hire group that you chose, as shown in your policy schedule as well as all of the following:

- Unlimited kilometers.
- Airport surcharge for rentals from an airport.
- Tourism levies.
- Delivery or collections up to 25 kilometers from the nearest vehicle hire company contracted by us.

### What is not covered

You are responsible for all of the following costs:

- The admin fee charged by the vehicle hire company, the contract fee, refundable fuel deposit, toll costs unless you have chosen to extend your car hire benefit to cover these charges.
- Fuel.
- The amount that exceeds the amount payable under the **Vehicle rental excess** benefit, in respect of the excess charged by the vehicle hire company for loss or damage to the rental vehicle.
- Traffic or speeding fines while the rental vehicle is in the driver's custody and control.
- Costs after the rental vehicle has been in the driver's custody and control for longer than allowed.

**Special conditions**

- You must sign all documentation required by the vehicle hire company because the rental agreement is between you and the vehicle hire company contracted by us.
- Only the person that received permission from the vehicle hire company may drive the rental vehicle. That person must be in the possession of a valid driver's licence.
- We will not pay the cost of the vehicle hire if you do not keep to the terms, conditions and insurance requirements of the vehicle hire company.

**Extension of liability**

You are already covered for liability to third parties as explained earlier. This benefit extends that liability cover to a company where you are a director, or a close corporation where you are a member, if the company or close corporation are held legally liable for an accident that you are responsible for. The following conditions apply to this cover:

- You were driving the vehicle in the course of your employment as at the time of the event.
- The vehicle was used in accordance with the type of use as shown in the Schedule.
- No other exclusion applies to the claim.
- The company or close corporation is not involved in the hiring of vehicles or the carrying of fare-paying passengers.
- The liability is not covered under any other insurance policy.
- Only the policyholder is covered for this benefit – it does not extend to cover the liability of any employees of the company or close corporation who may be driving your vehicle.

**Keys, locks and remote controls – increased cover**

We will cover the costs for the following:

- Replacing stolen or damaged keys, remote control units and locks for your vehicle.
- Replacing keys and remote control units of your vehicle if you suspect that an unauthorised person is in possession of duplicates.
- Re-programming of any related vehicle systems, like central locking and alarm systems.

This is additional cover, and applies if the limited cover is not enough to replace your keys, locks or remote controls.

## Third party, fire and theft

### WHAT WE COVER YOU FOR (INSURED EVENTS)

#### Third party, fire and theft

You are covered for accidental loss or damage to the insured vehicle caused by fire and theft, as well as any resulting liability to third parties.

#### Example

If you are travelling on the highway and smash into the car in front of you, we will pay only for damage to the other car; that is because the damage to your vehicle is not caused by fire or theft.

However, if your vehicle is stolen from a shopping centre, we will pay for the loss because it is caused by theft.

### SAFEGUARDING YOUR VEHICLE

#### Towing your vehicle to a place of safety

##### *Fire or theft*

If your vehicle is immobilised and cannot be driven or towed away as a result of fire or attempted theft, we will pay for it to be towed to a place of safety. We will also pay for any emergency repairs you authorised enabling you to continue on your journey, but you must obtain a detailed quotation first as well as an itemised invoice.

This must not exceed the limit stated in the Schedule.

##### *Breakdown*

If your vehicle is immobilised as a result of a mechanical or electrical breakdown, we will pay for it to be towed to a place of safety. We will pay this only once every 12 months, up to the limit stated in the Schedule.

### WE ALSO COVER YOU FOR

We also cover you for the events listed below, but only up to the limits stated in the Schedule.

#### Aftermarket accessories and equipment

Will not pay more than the limit stated in the Schedule for loss or damage to aftermarket accessories and equipment (excluding sound equipment).

**Check your Schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us to specify your aftermarket accessories.**

#### Riot and strike cover outside South Africa and Namibia

We cover you for certain events under the Motor, All Risks and Accidental damage sections not covered by Sasria, but only in Botswana, Lesotho, eSwatini, Malawi, Mozambique, Zambia and Zimbabwe.

We cover you for loss or damage caused by:

- civil commotion, labour disturbance, riot, strike or lockout
- the act of any lawfully constituted authority in controlling, preventing, suppressing or in any other way dealing with it.

We do not cover loss or damage:

- for any work, process or operation that is interrupted or delayed
- caused by permanent or temporary dispossession as a result of confiscation, commandeering or requisition by a lawfully constituted authority.

### Theft of spare wheels

We will cover the theft of the spare wheel fitted to the outside of your vehicle up to the amount shown in your policy schedule, on condition that:

- You have a factory- fitted or Vesa-approved wheel-lock to the spare wheel. If you do not have the required wheel-lock fitted to your vehicle, an excess will apply.
- The spare wheel must have been forcibly or violently removed from your vehicle.

### ADDITIONAL COVER YOU CAN CHOOSE

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#### Check your Schedule

The cover in this section applies only if you have specifically asked for it to be included as part of your policy. If you are unsure, please check your Schedule.

#### Car hire

##### When we will arrange a rental vehicle

- We will arrange for you to rent a vehicle if we accept a claim for loss or damage to your vehicle, except if you claim for window glass.
- If your vehicle is still drivable, the rental vehicle is only available from the date that your vehicle is dropped off at our repairer.
- You may use the rental vehicle from the date your claim is accepted until the earliest of the following:
  - The end of the number of days you chose as shown in your policy schedule.
  - The date that the repairs on your vehicle are finalised.
  - The date that we settle a claim for a total loss.
  - The date that we return your vehicle to you, if it is recovered after theft or hijacking.
  - The date that we reject your claim, in which case you must pay back the cost of the car hire for the time that you used the rental vehicle.

##### What the car hire benefit includes

The car hire benefit includes the rental of a vehicle which is listed in the vehicle hire group that you chose, as shown in your policy schedule as well as all of the following:

- Unlimited kilometers.
- Airport surcharge for rentals from an airport.
- Tourism levies.
- Delivery or collections up to 25 kilometers from the nearest vehicle hire company contracted by us.

##### What is not covered

You are responsible for all of the following costs:

- The admin fee charged by the vehicle hire company, the contract fee, refundable fuel deposit, toll costs unless you have chosen to extend your car hire benefit to cover these charges.
- Fuel.
- The amount that exceeds the amount payable under the **Vehicle rental excess** benefit, in respect of the excess charged by the vehicle hire company for loss or damage to the rental vehicle.
- Traffic or speeding fines while the rental vehicle is in the driver's custody and control.
- Costs after the rental vehicle has been in the driver's custody and control for longer than allowed.

##### Special conditions

- You must sign all documentation required by the vehicle hire company because the rental agreement is between you and the vehicle hire company contracted by us.
- Only the person that received permission from the vehicle hire company may drive the rental vehicle. That person must be in the possession of a valid driver's licence.
- We will not pay the cost of the vehicle hire if you do not keep to the terms, conditions and insurance requirements of the vehicle hire company.

**Extension of liability**

You are already covered for liability to third parties as explained earlier. This benefit extends that liability cover to a company where you are a director, or a close corporation where you are a member, if the company or close corporation are held legally liable for an accident that you are responsible for. The following conditions apply to this cover:

- You were driving the vehicle in the course of your employment as at the time of the event.
- The vehicle was used in accordance with the type of use as shown in the Schedule.
- No other exclusion applies to the claim.
- The company or close corporation is not involved in the hiring of vehicles or the carrying of fare-paying passengers.
- The liability is not covered under any other insurance policy.
- Only the policyholder is covered for this benefit – it does not extend to cover the liability of any employees of the company or close corporation who may be driving your vehicle.

**Keys, locks and remote controls – increased cover**

We will cover the costs for the following:

- Replacing stolen or damaged keys, remote control units and locks for your vehicle.
- Replacing keys and remote control units of your vehicle if you suspect that an unauthorised person is in possession of duplicates.
- Re-programming of any related vehicle systems, like central locking and alarm systems.

This is additional cover, and applies if the limited cover is not enough to replace your keys, locks or remote controls.



## Third party only

### WHAT WE COVER YOU FOR

#### Third party only

You are NOT covered for accidental loss or damage to the insured vehicle. Only the vehicle or property of the third party is covered for the loss or damage caused by the insured vehicle.

#### Example

If you are travelling on the highway and smash into the car in front of you, we will pay only for damage to the other car. Your own vehicle is never covered, irrespective of any loss or damage it may sustain.

Pleasure-craft

Howdie

## Key terms to understand

<b>You</b>	Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you
<b>Third party</b>	Someone other than yourself who is involved in an insured event – for example, the skipper of another boat that is involved in an accident with you
<b>Write-off</b>	Your pleasure-craft is so badly damaged that it cannot be repaired economically; or it has been stolen and cannot be recovered

### Pleasure-craft – full definition

Your pleasure-craft has a total length of less than 10.5 metres. The definition of pleasure-craft includes everything which would normally be sold with the pleasure-craft if it changed hands, including the following:

- The hull.
- Inboard motors and outboard motors.
- Fitted machinery.
- The dinghy or smaller boat which usually accompanies the pleasure-craft.
- Sails and protective covers.
- Wetbikes or jet skis.

Other accessories, fittings and equipment may also be covered under this policy, so long as they are specified in the Schedule – for example:

- clothing, sea boots, sextants, nautical books
- fishing gear.

## Conditions of use

### How you may use your pleasure-craft

This insurance policy carefully defines how you may use your pleasure-craft in order for the cover to be valid.

- **Private use**  
You may use your pleasure-craft only for private use (social, domestic and pleasure), as well as emergency tow-and-assist.
- **Tow-and-assist**  
You may use your pleasure-craft to lend emergency assistance to other pleasure-craft in distress. Your pleasure-craft may also be towed when in distress.

Under no circumstances is your pleasure-craft covered when it is:

- more than 10 nautical miles from the shoreline of South Africa, as well as that of neighbouring countries
- taking part in, or practising for, racing, speed tests or trials
- being navigated single-handedly in open waters
- towing or salvaging other pleasure-craft, other than one in distress
- being towed, other than when in distress, or when laying up or being fitted out for repairs
- being chartered or hired out
- carrying fare-paying passengers.

## What we cover

### STANDARD COVER

#### Loss or damage

You are covered for all accidental loss or damage to your pleasure-craft, as well as liability to any third party.

#### Liability to third parties

We will pay for your legal liability towards a third party if your pleasure-craft or trailer is involved in an event, other than on land, which causes:

- bodily injury to any person, or the accidental death of that person
- bodily injury to any passenger, or the accidental death of that passenger
- emotional shock to any person
- damage to property.

We will also pay any costs and expenses incurred with our written consent to represent you at any inquest, or in defence of any claim against you.

The maximum amount that we will pay is the limit of liability stated in the Schedule.

#### Other people using your pleasure-craft

If someone else is piloting your pleasure-craft with your permission, they too will be covered, provided that they:

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

The maximum amount that we will pay is the limit of liability stated in the Schedule.

#### Waterskier's liability

Your liability to third parties also includes liability arising out of people being towed by you and engaging in water sport such as skiing, aquaplaning, kiting and paragliding.

## How much we cover

#### How we handle claims in neighbouring countries

- if you have a valid claim, we may decide either to have the pleasure-craft 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 pleasure-craft is left unguarded at the scene of an accident
  - more than the amount in the Schedule for towing costs and bringing the damaged pleasure-craft back to South Africa
  - any government-imposed duties, customs, charges or stamps
  - if the pleasure-craft 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.

## We also cover you for

In addition to the standard cover outlined in the preceding pages, you are also covered for the following, subject to the relevant conditions and limits stated in the Schedule:

### **Damage due to vermin or animals**

We will cover damage caused by vermin or domestic or wild animals. Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers. Vermin include moths, rodents, termites, parasitic worms or any other animal or insect classified as invasive species.

### **Delivery after a claim**

We will pay for the cost of delivering your pleasure-craft to your home address, or place of storage, after repairs following a valid claim.

### **Emergency and salvage expenses**

We will pay for any reasonable costs incurred by you to avoid or minimise loss or damage to the pleasure-craft.

### **Medical benefit**

We will pay the medical benefit for any occupant of the pleasure-craft who sustains bodily injury as a direct result of an insured event involving the pleasure-craft.

### **Transit by land**

We will pay for any loss or damage sustained by your pleasure-craft while it is being transported by road, or on a roadworthy vehicle or trailer. This includes loading and offloading, but excludes any bruising, scratching or denting.

### **Trauma counselling**

We will pay the benefit for prescribed professional counselling if you are the victim of a violent act of theft, attempted theft, hold-up or hijacking.

**This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.**

### **Tow-and-assist**

We will pay any reasonable costs incurred by you to tow and assist other pleasure-craft in distress, or to summon emergency assistance. In all such cases, you must supply us with a copy of the official incident report to the relevant authorities.

### **Towing and emergency repairs**

If your pleasure-craft is immobilised as a result of an insured event, we will pay for it to be towed or delivered to a place of safety. We will also pay for any emergency repairs you authorised enabling you to continue on your journey, but you must obtain an itemised invoice.

## Paying out after a claim

### **Do we fix the pleasure-craft or get you a new one?**

Once we have assessed your damaged pleasure-craft, we may repair it if it makes economic sense, or pay out; or we may replace it. If it is to be repaired, we will decide on the repairer and port of repair.

### **If less than five years old**

If your pleasure-craft is a total loss and less than five years old, we may replace it with a similar model or pay out the purchase price of a new one.

**If more than five years old**

If your pleasure-craft is a total loss and more than five years old, we will pay for its reasonable market value. Quotations from two qualified pleasure-craft dealers will be used to determine the market value.

We will take the sum insured as the value to determine whether it makes economic sense to repair the pleasure-craft. The sum insured will not be reduced by the damage or salvage value.

**Sails, protective covers, etc.**

If your pleasure-craft is not a total loss, we will pay for the reasonable market value for the loss or damage of sails, protective covers, erected tackle, or outboard or inboard motors and batteries.

**Write-off after initial damage**

If your pleasure-craft is damaged in an initial event, and is then written off shortly afterwards in a subsequent event, we will cover only the cost of the write-off. In other words, we will replace it, but we will not pay for the unrepaired damage sustained in the first event.

**You always pay the first amount or excess**

You will always have to pay the first part of any claim settlement. This is known as the excess, and is listed in the excess Schedule.

**Example**

If you successfully claim R10 000 for the repair of your pleasure-craft, and the excess for that claim is R1 000, the net pay-out from us will be R9 000.

**Your bank may take part of your pay-out**

If you are financing your pleasure-craft with a bank or authorised credit provider, be aware of the fact that they are entitled to use your insurance pay-out for a write-off to settle any money that you still owe them, if they feel that this is the only way to recover the money. This is a standard clause in the contract that you signed with them when you purchased your pleasure-craft.

## What is not covered

**SPECIFIC EXCLUSIONS**

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**Risks for your own expense**

We do not cover you for loss or damage to your pleasure-craft that results from the following risks:

- depreciation, wear and tear, gradually operating causes
- reduction in value caused by repairs, lack of use or alterations
- loss or damage to motors, electrical machinery, batteries and their connections, unless caused by other damage to the pleasure-craft, or there has been forced entry to or exit from the pleasure-craft or place of storage
- mechanical, electrical or electronic breakdown, and failure or breakage, unless this is the result of other damage to the pleasure-craft
- loss or damage arising from the fact that your pleasure-craft is not seaworthy, in terms of South African law, or has not been maintained
- loss or damage arising from the fact that your pleasure-craft was defectively designed or constructed.

**Pleasure-craft left unattended**

There is no cover if the pleasure-craft is unattended and left moored or anchored off an exposed beach or shoreline, resulting in it being stranded, sunk, swamped or going adrift.

**Unsecured motors**

There is no cover for theft of motors or if they fall overboard, unless they have been bolted or chained to the hull.

### **Motors accidentally immersed**

There is no cover for loss or damage to motors accidentally immersed in water, unless you have taken reasonable steps to flush and repair them immediately.

### **Sails torn by the wind**

There is no cover for loss or damage to sails and protective covers torn by the wind, or blown away while being hoisted.

### **Theft or attempted theft**

There is no cover for theft or attempted theft of the following:

- fixtures, fittings, equipment and outboard motors of the pleasure-craft unless there are visible signs of force.
- jet skis, wet bikes and similar types of pleasure-crafts that are left unsecured and unattended in the open, or on a trailer.

### **Driving under the influence**

There is no cover where the person operating your pleasure-craft:

- is under the influence of alcohol
- is under the influence of drugs or medication, unless it is prescribed by a doctor and is taken in the correct dosage
- refuses to submit to any test to determine the level of alcohol or drugs in their blood, such as a blood, urine or breathalyser test.

### **The following instances of liability**

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 pleasure-craft, except if it belongs to passengers or waterskiers
- death or bodily injury:
  - to a member of your family
  - 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 pleasure-craft by land.

## **Your specific responsibilities**

### **You must have a skipper's licence, and be 16 or older**

In the event of a claim, you must be able to show us that you had a valid South African skipper's licence at the time, and are 16 years of age or older.

This also applies to any person who may have been piloting your pleasure-craft at the time with your permission.

If the pleasure-craft is conveyed on land, the driver must have a valid driver's licence.

**A valid skipper's or driver's licence**

A valid skipper's, driver's or learner'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.

**Tender boat must be marked**

Your tender boat must be permanently marked with the name of the parent craft it belongs to.



Sasria SOC Limited

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## Dear customer...

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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

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### 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.

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

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

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

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

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

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

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

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

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

#### Extensions

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

#### 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

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## 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...

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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

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### How you should read this document

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

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

### Your Sasria policy and the underlying policy

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

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

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

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

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

### Policies that attach to the underlying policy

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

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

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

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

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

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

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

#### Extensions

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

#### 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

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## 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.

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