



OLDMUTUAL

# PERSONAL GROUP SCHEME POLICY WORDING



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Old Mutual Insure Limited, Registration Number 1970/006619/06. A licensed FSP and Non-Life Insurer.



# Personal Group Scheme Insurance Policy

This document includes the terms, conditions and exclusions for the following sections of insurance. Please refer to your schedule for the sections you have insurance for.

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If shown in the schedule, you have separate insurance for riots and strikes. This insurance is provided by Sasria SOC Ltd, Registration number: 1979/000287/06.

Please make sure that your policy meets your needs. To change your policy, please contact your broker or the scheme Administrators if any changes are necessary.

# General Section

## 1. Introducing your Personal Group Scheme Insurance Policy

### 1.1. Purpose of insurance

The purpose of insurance is to put you in the same financial position you were in before any Insured event, loss or damage occurred less any excess you must pay. To be compensated, you must have complied with all policy terms and conditions.

There are limits to the compensation for the events or items you insure. Please see your schedule for the limits of compensation.

### 1.2. Basis of the Personal Group Scheme Insurance Policy

According to the terms, conditions and exclusions of this insurance policy:

- you must pay us a monthly or yearly premium and comply with the terms and conditions of the policy. Your insurance will end if we do not receive your premium in time;
- we compensate you for loss or damage you suffer from Insured events set out in the policy less any excess you must pay.

We may decide how to compensate you. Please check the conditions for compensation in each section.

### 1.3. The information that forms part of your policy

The following documents and information form part of your insurance policy and must be read together as one document:

- The information you gave to us when you applied for insurance. You might have given information in an application form, online, through an intermediary, or over the telephone.
- Our communication to you.
- A schedule. This sets out the type of insurance you have bought, the people who are insured, the period of insurance, the amounts you are insured for, the excesses that apply and the premium you must pay. Any changes to your policy will be shown in your schedule and will form part of your policy.
- Insurance terms, conditions and exclusions. These consist of:
  - General terms, conditions and exclusions.  
The General terms, Conditions and Exclusions set out your duties, the compensation we give, and how to claim for an Insured event for any loss or damage to insured items.
  - Terms, conditions and exclusions specific to each section (for example, to Motor insurance or Household Goods insurance).

Please refer to your schedule for the sections that apply to your policy.

## 2. Using your Policy

### 2.1. Definitions

These definitions apply throughout the policy. Please see the definitions specific to each section at the start of the section.

consequential loss	means any indirect loss or damage that happens as a result of the insured loss or damage.
excess	means the first amount you must pay before we settle a claim.
exclusions	means an event, loss or damage that is not insured.
held liable	means held responsible in law by a South African Court.
liability	means responsible in law.
limit of compensation	means the most we will pay for any item, as shown in the schedule.
may	means are entitled to.
payment due date	means the day of the month you have agreed to pay us your monthly premium and is shown in the schedule.
period of insurance	<ul style="list-style-type: none"><li>• for yearly policies means the period from the start date of this policy to midnight on the day before the renewal date.</li><li>• for monthly policies means the period from the start date of this policy to midnight on the day before the same day of the month one calendar month later. Start dates and renewal dates are shown in the schedule.</li></ul>
policy	means the information you gave us, this document and the schedule.
renewal date	means the date 12 months after the start date of this policy, unless your policy specifically states otherwise. your renewal date is shown in the schedule.
schedule	means the annexure to this wording, which sets out the type of insurance you have bought, the property that is insured, the period of insurance, the amounts you are insured for, the excesses that apply and the premium you must pay. Any changes to this policy will be shown in the schedule and will form part of this policy.

spouse	<p>means a person who:</p> <ul style="list-style-type: none"> <li>• is the partner of the policyholder in any marriage, civil union or customary union recognised by South African law; or</li> <li>• is living with the policyholder in a relationship that is intended to be permanent and who is named in the schedule.</li> </ul>
start date	<p>means the latest of the following dates:</p> <ul style="list-style-type: none"> <li>• the date on which insurance starts, as shown in the schedule; or</li> <li>• the date that any change to your policy became effective.</li> </ul>
<i>We, us, our</i>	<p>means Old Mutual Insure Limited, Registration Number 1970/006619/06. A licensed FSP and Non-Life Insurer.</p>

## 2.2. Structure

2.2.1. The structure of this policy is the same for each section, except the General section. In each section, you will find:

- Definitions in the section
- Who we insure
- What we insure
- What we do not insure
- Compensation
- Special conditions (if any)
- Claiming (if any extra requirements)

## 2.3. Examples

2.3.1. Examples in this policy are to help you understand how concepts of insurance work. They do not reflect a real situation and may assist you to interpret the clauses they illustrate.

## 2.4. Singular and plural

2.4.1. Any reference to the singular includes a reference to the plural and vice versa.

### 3. General Terms, Conditions and Exclusions

These General Terms, Conditions and Exclusions apply to every section of this policy. There are also terms, conditions and exclusions that apply to the specific sections under this policy. Please make sure you understand all relevant parts of this document.

#### 3.1. Give us relevant, true and complete information

- 3.1.1. We base the limit of compensation, the premium, and the other terms, conditions and exclusions in this policy on the information that you give to us. You have the following obligations:
  - 3.1.1.1. To give us all material information. Material information is information that a reasonable person would consider you should have given to us so that we can assess your risk.
  - 3.1.1.2. To inform us immediately if any information we have about you and the insured items is not true and complete.
  - 3.1.1.3. To inform us immediately about any changes to the information we have about you and the insured items.
  - 3.1.1.4. To make sure that we have your correct bank details. If your bank details change, you must inform us immediately. If you do not, your policy might end as we will not be able to receive your premiums.
- 3.1.2. If you do not fulfil all the obligations above, we may do one or more of the following:
  - 3.1.2.1. Not accept your claim.
  - 3.1.2.2. Cancel your policy.
  - 3.1.2.3. Avoid your policy (avoiding the policy means treating it as null and void).
  - 3.1.2.4. Recover any compensation we have given for previous claims.

#### 3.2. Understand your policy

Check your schedule

- 3.2.1. Your schedule sets out important information about your policy, including limits of compensation. It is your responsibility to tell us as soon as reasonably possible if any details are incorrect.
- 3.2.2. You are not insured for an Insured event or under a section of insurance if:
  - 3.2.2.1. The limit of compensation is left blank, has no amount next to it, or is shown as nil, not applicable or not insured.
  - 3.2.2.2. There is no information under the heading.
- 3.2.3. If there is any inconsistency between the schedule and the rest of the policy, the schedule applies.

Understand the excess

- 3.2.4. For some insured items, you must pay an excess when you claim. The relevant excess is set out alongside the items in the schedule. Excesses are VAT exempt and are due before we settle the claim and we may deduct it from the compensation we give.

Understand the rand amounts

- 3.2.5. All compensation limits and premium amounts shown in the schedule include VAT. All amounts are in South African rand, including premiums and the amounts we give to you as compensation.

Read the General terms, Conditions, Exclusions and sections

- 3.2.6. The General terms, Conditions and Exclusions apply to the entire policy. The specific sections are separate and stand alone. You may not use one section to interpret another section.

Refer to the policy for what we do not insure

- 3.2.7. Make sure that you understand what we do not insure in both the General section and the specific sections that apply to this insurance.

### 3.3. Look after the items you have insured

- 3.3.1. You have a duty to take reasonable care to prevent or reduce loss, damage, bodily injury and accidents.
- 3.3.2. If you have a claim, you must take all reasonable steps to prevent further loss, damage or liability.

### 3.4. Pay your premiums

- 3.4.1. We base your premiums on your information and on the limits of compensation shown in the schedule.
- 3.4.2. Refer to the schedule to see if you have a yearly or a monthly policy.

If you have a yearly policy

- 3.4.3. A yearly policy means that your policy runs for a period of one year from the start date, and you pay your premium each year in advance. The policy is automatically renewed if you pay your next yearly premium in time.
- 3.4.4. For the policy to start, we must receive your premium within 30 days from the start date shown in the schedule. If we do not receive your premium in this time, your policy will not start.
- 3.4.5. You have a period of 14 days from the date you receive your policy contract to decide if you wish to start with the insurance. If you did not have a claim in this period and decide that you do not wish to start with the insurance, we will refund any premiums you have paid. If you want to exercise this cooling off period, please send us a cancellation notice.
- 3.4.6. For the policy to renew, we must receive and accept your premium within 30 days from the anniversary date shown in the schedule. If we do not receive your premium in this time, your policy will automatically end from the anniversary date.
- 3.4.7. You have a period of 14 days from the date you receive your renewal contract to decide if you wish to start with the insurance. If you did not have a claim in this period and decide that you do not wish to continue with the insurance, we will refund any premiums you have paid. If you want to exercise this cooling off period, please send us a cancellation notice.

- 3.4.8. If there is a total loss from an Insured event or of an insured item during the period of insurance, you are not entitled to a refund of your premium.

An example:

If you have a yearly policy and you insure your motor car on 1 February and it is stolen on 1 March of the same year, you will not receive a refund for the remaining 11 months you have paid for the year.

If you have a monthly policy

- 3.4.9. A monthly policy means that your policy runs for a period of one month, and you pay your premium each month in advance. The policy is automatically renewed each month if you pay your next monthly premium within the 15 days grace period from the payment due date.
- 3.4.10. For the policy to start, we must receive your premium for the first month in advance. If we do not receive your premium, your policy will not start and no grace period applies.
- 3.4.11. For the policy to renew each month, you must pay your premium every month by no later than 15 days after the payment due date.
- 3.4.12. If we do not receive your premium on the payment due date, we will debit it again at the next payment due date. If we are able to collect both premiums, your policy will continue. If we are unable to collect both premiums, your policy will end automatically from the first payment due date that you did not pay your premium.
- 3.4.13. If there is a total loss from an event or of an item covered under this policy during the month, you are not entitled to a refund of your premium for the balance of the month in which there was a total loss.
- 3.4.14. If you put a stop payment on your premium, the policy will end automatically from the payment due date that you did not pay your premium.

Changes in premiums and limits of compensation

Changes in premiums

- 3.4.15. We may change your premium at any time. We will write to let you know 31 days before any change.

Increases due to inflation

- 3.4.16. We increase the limit of compensation under Household Goods, Houseowners and All Risks (General item only) each year on the anniversary of your policy by an amount to cater for the effect of inflation. This means that your premiums might also increase. It is your responsibility to make sure that the limits of compensation are sufficient to cover the value of the insured items under these sections.

Increases after a claim

- 3.4.17. The limit of compensation does not change when you have a claim but the premium might be affected. We may choose to wait until the policy anniversary to increase your premiums or we may ask you to pay a higher premium from the date of the loss or damage.
- 3.4.18. If you had a large number of claims during the period of insurance, we may choose to do one or more of the following:



- 3.4.18.1. Not renew your policy.
  - 3.4.18.2. Cancel your policy.
  - 3.4.18.3. Increase your premiums.
  - 3.4.18.4. Change the terms and conditions of your policy (e.g., adding additional excesses).
- 3.4.19. If we cancel your policy or decide not to renew it, you may not be able to get insurance from another insurer.

### 3.5. Claiming

Refer to specific terms in each section

- 3.5.1. You must refer to the specific sections of this policy for any additional requirements on claiming under those sections.

Report certain claims to the police

- 3.5.2. You must report claims that involve crime (for example, theft or malicious damage) and traffic accidents to the police as soon as reasonably possible. You must give us the case number.

Tell us about the claim

- 3.5.3. We must receive notice of your claim as soon as is reasonably possible but no later than 30 days after the Insured event, loss or damage occurred. If you do not do so, you lose your right to bring a claim against us.

- 3.5.4. You must give us:

- 3.5.4.1. Full details of the claim.
- 3.5.4.2. Details of any other insurance you may have for the insured event.
- 3.5.4.3. Proof, statements, and any other information we ask for; and
- 3.5.4.4. Any correspondence or other documents (for example, court papers or legal letters) you have received in relation to the claim.

If an incident might lead to a claim against you

- 3.5.5. You must tell us immediately if there is an incident that might lead to a claim against you. If you do not do so, we may decide not to give compensation for the claim. You must send us copies of any documents (including legal proceedings) relating to the incident.

You must not give out any information or dispose of any damaged items

- 3.5.6. You must not:

- 3.5.6.1. Give out any information or dispose of any damaged items that are subject to a valid claim unless we give you our written permission.
- 3.5.6.2. Admit you are at fault, whether oral or written.
- 3.5.6.3. Make any promises, give or accept any compensation (for example settling excesses with third parties) which may prejudice any recovery rights.

Help to recover compensation

- 3.5.7. You must give us reasonable help to:
  - 3.5.7.1. Take steps against any other person to recover compensation we have given to you.
  - 3.5.7.2. Identify and recover any items that have been lost or stolen and have been found.
- 3.5.8. We will reimburse you for the reasonable expenses you incur in helping us. If you do not give us this help, you must reimburse the compensation we gave.

We may conduct legal proceedings in your name

- 3.5.9. We may take over and conduct in your name the defence, recovery or settlement of any claim that we have accepted.

If we reject your claim

- 3.5.10. We may accept or reject all or part of your claim.
- 3.5.11. If we reject your claim, you have 90 days from receiving the rejection letter to object to our decision. You must write to us and give reasons for your objection. If you are out of time, you may not object to our decision.
- 3.5.12. If your objection is not successful, you have 6 months from the end of the 90-day period to serve a summons on us. If you do not do so in this time, we will have no obligations to you under this policy.

You can contact the Ombudsman

- 3.5.13. We give compensation for all valid claims under this policy honestly, fairly and promptly. If you believe that we have not done so, and you wish to make a complaint, please contact your scheme Administrator or broker or your local Old Mutual Insure office.
- 3.5.14. If you are still not satisfied, you have the right to contact the Non-Life Insurance Ombudsman. You can find the contact details in the Disclosure notice attached to the schedule.
- 3.5.15. Although these findings are not binding on insurers, we are happy to give you the assurance that we will abide by any decision made by the Ombudsman.

## 3.6. The compensation we give

Our choice of how to compensate

- 3.6.1. If you have a valid claim, we may choose one or more of the following ways to give compensation:
  - 3.6.1.1. Pay for repair at a repairer of our choice.
  - 3.6.1.2. Replace the item through a supplier of our choice; or
  - 3.6.1.3. Pay cash.
- 3.6.2. The decision about how we compensate is ours alone. Please check the terms, conditions and exclusions for compensation in each section.
- 3.6.3. You must get our approval before doing any repairs or replacements. If you do not get our approval, we may reject your claim.

- 3.6.4. If we replace the damaged item by paying you cash or replacing it, the damaged item belongs to us and we have the right to collect it from you. You may not discard or keep any damaged item without our written permission to do so.

Make sure you are not under-insured

- 3.6.5. It is your responsibility to insure all your items for their replacement value. The replacement value is what it will cost you to replace the items with similar items at the time of the loss or damage. When you claim, we will determine the replacement value you should have insured your items for. If it is more than the limit of compensation shown in the schedule it means you are under-insured. We will only compensate you for the percentage of insurance you bought. You are responsible for the difference.

An example:

The replacement value of your item is R100 000. However, you insure it for R75 000 (ie, there is a limit of compensation of R75 000). You have only insured it for 75% of its value.

There is R50 000 damage to the item. We compensate you for 75% of the damage less the excess (R37 500 minus the excess). You are responsible for the difference.

- 3.6.6. Under-insurance does not apply to Personal Accident, All Risks, Personal Computers, Motor, Personal Liability, Legal Costs, Extended Personal Liability and Mechanical and Electrical Breakdown.

No interest

- 3.6.7. You are not responsible to pay interest on premiums. We are not responsible to pay interest in any compensation.

If you have other non-life insurance for the same item

- 3.6.8. If any item we insure under this policy is also insured by other non-life insurance, we compensate you only for our proportion of the claim.

An example:

Your car is insured under this policy for R80 000 and under another company's insurance policy for R100 000. This means the proportion your car is insured with us is:  $\frac{80\,000}{180\,000}$  which equals 44%.

180 000

Your car is stolen and we accept your claim. However, because of the other insurance policy you have, we only pay our proportion of the claim which is 44%.

- 3.6.9. Other non-life insurance does not apply to Personal Accident Section.

You may only claim under one section of the policy for each event

- 3.6.10. We do not compensate you under more than one section of this policy for any Insured event, loss or damage that arises from the same event or for the same item. Where you might be entitled to claim under more than one section, you may choose under which section to claim.

Compliance with terms, conditions and exclusions

- 3.6.11. We only give compensation if you have complied with the terms and conditions of this policy.

### 3.7. What we do not insure (exclusions)

- 3.7.1. These exclusions apply to all sections of this policy. There are also exclusions that apply to the specific sections only. Please make sure that you understand all the exclusions of this contract.

We do not compensate for Consequential loss

- 3.7.2. We do not compensate you for claims for Consequential loss. Consequential loss is any additional loss or damage that happens as a result of the insured loss or damage.

An example:

You are driving in your car to the airport to catch a flight. On the way, you have a car accident. Because of the accident, you miss your flight. We compensate you for damage to your car but we will not compensate you for the wasted air ticket.

We do not compensate for events deliberately caused

- 3.7.3. We do not compensate you for any claims if you, or any person colluding with you, deliberately caused the Insured event, loss or damage.

We do not compensate for fraud, dishonesty and misrepresentation

- 3.7.4. We do not compensate you for claims based on fraud, dishonesty or misrepresentation (giving misleading or incorrect facts) including exaggerated claims.
- 3.7.5. If we gave compensation for any claims that we later discover were based on fraud, dishonesty or misrepresentation, you must pay back the amount of the compensation immediately we ask for it.
- 3.7.6. We may cancel your policy immediately and you may face criminal charges.

We do not compensate for scams

- 3.7.7. We do not compensate you for claims for Insured events involving, loss or damage arising from scams, fraud or theft by false pretences. For example, if you sell your car and receive a bad cheque, we will not compensate you for the loss of the car.

We do not compensate for liability related to contracts

- 3.7.8. We do not compensate you for Liability arising from a contract you entered into unless you would have been liable even if there were no contract.

We do not compensate for confiscation by lawful authorities

- 3.7.9. We do not compensate you for any claims related to loss, damage, bodily injury or Liability if a lawful authority takes the insured items, for example, by nationalising, commandeering, seizing, confiscating, attaching, or impounding.

Fines and penalties

- 3.7.10. We do not compensate for any punitive damages, fines or penalties that you are held liable for.

## Pollution or contamination

- 3.7.11. We do not compensate for Liability related to pollution or contamination of any type. This includes the cost of cleaning up or replacing any property damaged by pollution or contamination.

## We do not compensate for claims related to nuclear material

- 3.7.12. We do not compensate you for claims resulting directly or indirectly from any of the following:
- 3.7.12.1. Ionising, radiation, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion includes any self-sustaining process of nuclear fission.
  - 3.7.12.2. Contamination from nuclear material in any form, including from nuclear waste.
  - 3.7.12.3. Nuclear fission or fusion.
  - 3.7.12.4. Nuclear weapons, nuclear explosion.
- 3.7.13. We do not compensate you for these claims even if another event or cause (regardless of the sequence of events) contributed to the loss, damage, bodily injury or Liability.

### An example:

There is an explosion at a nuclear plant. The explosion causes a water tower outside the plant to topple. The water flows into your house and causes damage to your carpets. We will not give compensation for this damage.

## We do not compensate for war, riots, labour strikes or terrorism

- 3.7.14. We will not accept any claims for events resulting directly or indirectly from any one or more of the following:
- 3.7.14.1. Labour disturbances, riots, strikes, lockouts or public disorder, or any acts that are aimed to cause these.
  - 3.7.14.2. War and warlike activities, for example invasion, acts of foreign enemies, and civil war (whether war is declared or not).
  - 3.7.14.3. Martial law, mutiny, military uprising or a state of siege, or any event which may cause these.
  - 3.7.14.4. Revolution, including protests, rebellion, civil disobedience, and inciting fear in the public.
  - 3.7.14.5. Acts or attempts to overthrow the government or any local or tribal authority by force or by means of fear, terrorism or violence.
  - 3.7.14.6. Terrorism or the threat of terrorism, or the attempt to cause terrorism or the threat of terrorism. Terrorism includes the use of violence or threat of violence to bring about any political aim, or to bring about any social or economic change, or in protest against any state or government or any provincial, local or tribal authority. It includes acts whether harmless to human life or not, by any person or group of people, whether acting alone or in a group. It includes any acts committed for political religious, personal or ideological reasons.
  - 3.7.14.7. Any events for which a fund is established under the war damage insurance and compensation act, no 85 of 1976 or any similar act.

- 3.7.14.8. The acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.

#### Sanctions

- 3.7.15. We do not insure you for or compensate you for any event or claim which would expose us to any sanction, prohibition or restriction under United Nations regulations or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### Cyber losses

- 3.7.16. We do not cover loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a cyber incident.

- 3.7.17. A cyber incident includes:

3.7.17.1. Any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a computer system; a computer system includes computer, hardware, software, communications system, electronic devices including smart phone, laptop, tablet, wearable portable device, server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

3.7.17.2. Any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data. Data includes data, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

- 3.7.18. We also do not cover:

3.7.18.1. Any value of the data; and

3.7.18.2. Any action taken in controlling, preventing, suppressing, remediating any cyber act.

#### Exclusion of National Electricity Grid Interruption

- 3.7.19. Notwithstanding any provision of this policy, including any exclusion, exception, extension, insuring provision, or any provision which would otherwise override this general exception, this policy does not cover any loss, damage, claim, liability, cost, exposure, expense or other sum of any nature, including any consequential losses in terms of any section of this policy, that is directly or indirectly, regardless of any other cause or event contributing concurrently or in any other sequence, caused by, attributable to, in consequence of, related to, resulting from, arising out of, following, or in any way in connection with the following:

3.7.19.1. Electricity Grid Interruption (as defined below); and/or

3.7.19.2. the restoration or reconnection of the supply of electricity following Electricity Grid Interruption.

- 3.7.20. Electricity Grid Interruption means an interruption or suspension of electricity supply from any electrical power supply network to any end user, in any manner, from whatsoever source, and for whatsoever reason, whether due to damage, an inability, and/or failure (whether partial or total) of any electrical power supplier to generate, transmit or distribute electricity, or otherwise.
- 3.7.21. This exclusion also applies to consequential losses in respect of any utilities that are affected by Electricity Grid Interruption 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 stock, food or other items.
- 3.7.22. This exclusion does not apply to:
- 3.7.22.1. Any loss or damage to property, other than property that is in any way used for, implemented in, or part of the generation or production of electricity, which is covered in terms of any public utilities section or extension (if selected by the Insured) of this policy.
- 3.7.22.2. any loss, damage, claim, liability, cost, exposure, expense or other sum of any nature caused by, attributable to, in consequence of, related to, resulting from, arising out of, following, or in any way in connection with Power Surge following Loadshedding as defined below:
- loadshedding means the intentional total or partial withholding of electricity supply (from any source) by any electricity supplier, which is implemented in phases, and which does not affect a municipality (including local, district, regional or any other level created by law), province, or the country at substantially the same time;
  - power surge means any temporary increase (of any degree) in the current or voltage of an electrical circuit, electricity network or supply.

Sexual abuse, assault, harassment, or molestation

- 3.7.23. We do not cover you for loss, damage or liability claims arising out of sexual abuse, assault, harassment or molestation including unwelcome sexual advances requests for sexual favours and any unwelcome verbal visual or physical contact of a sexual nature.

### 3.8. Changing and cancelling this policy

Changing the terms of this policy

- 3.8.1. You may ask us to change the policy at any time. Any change that we agree to in writing will apply from the time and date of our agreement.
- 3.8.2. We may change the terms, conditions and exclusions of this policy by giving you 31 days' notice. We will give you this notice by fax, post or email to the last known address or contact details we have for you.

Cancelling all or part of this policy

- 3.8.3. You may cancel this policy or any section of it at any time by letting us know.

- 3.8.4. We may cancel this policy or any section of it by giving you 31 days' notice in writing. We will send the notice by fax, email or post to the last known address we have for you.
- 3.8.5. If you have chosen Sasria cover and all or part of your policy is cancelled, Sasria cover will also be cancelled. If you have not placed Sasria cover with another insurer, you must tell us. We will not cancel your Sasria cover in this instance until you tell us to do so.
- 3.8.6. If either you or we cancel a yearly policy, we will refund you for the period of insurance you have not used, less an adjustment for the shorter period of insurance.

### 3.9. South African law applies

- 3.9.1. South African law applies to this policy. You agree that only the courts of the Republic of South Africa may deal with any dispute in respect of this policy.

### 3.10. Sharing of insurance information

How we use the information we collect

- 3.10.1. We collect and process your personal information mainly to ensure that all detail relating to policyholders associated with our scheme broker / administrator is on record. We would verify that the information provided to us as the insurer is correct at all times. This would include details relating to your cover and identity as the policyholder. We will use your personal information only for the purposes agreed with you, including:
- to provide our products or services to you, and for the effective fulfilment of any contractual obligations owed by us to you;
  - to comply with legal and regulatory requirements;
  - to comply with industry codes to which we subscribe or which apply to us;
  - to correctly assess your insurance needs in order to provide you with the most suitable product at the most appropriate price;
  - to adequately fulfil your claims;
  - to conduct credit checks;
  - to confirm and verify your identity or to verify that you are an authorised user for security purposes;
  - for the detection and prevention of fraud, crime, money laundering or other malpractice;
  - for debt tracing or debt recovery;
  - to conduct market or customer satisfaction research or for statistical analysis;
  - for audit and record keeping purposes;
  - for the purpose of legal proceedings;
  - when it is otherwise allowed by law.



## Your right to access and correct your information

- 3.10.2. You have the right to request details of any personal information we hold about you. To do this, simply view our Promotion of Access to Information (PAIA Manual) which contains details about the procedure you must follow in order to request access to information held by us. Please note that any such access request may be subject to a payment of a legally allowable fee, depending on the nature of the information to which you require access. To ensure timeous communication and service, please remember to let your Broker or Scheme Administrator know if your information changes at any time you have the right to ask your Broker/Scheme Administrator to update, correct or delete your personal information. Please contact your Broker or Scheme Administrator telephonically or by way of written communication for further instructions on changes to your details.
- 3.10.3. You also have the right to ask us to update, correct or delete your personal information. You may do this by contacting us via email ([schemes@ominsure.co.za](mailto:schemes@ominsure.co.za)) or by contacting your Broker or Scheme Administrator. We will take all reasonable steps to verify your identity before providing any access to information held by us or making any changes to your personal information.
- 3.10.4. All complaints should be directed to your insurer as an escalation where the Broker or Scheme Administrator has not successfully addressed your request. You also have the right to complain to the Information Regulator should your complaint remain unresolved. Their contact details are:

<http://www.justice.gov.za/infoereg/index.html>

Telephone number: (012) 406 4818

Facsimile number: (086) 500 3351

Email: [infoereg@justice.gov.za](mailto:infoereg@justice.gov.za)

To view our full privacy notice and to exercise your preferences, please visit our website on <https://www.oldmutual.co.za/articles/old-mutual-insure-privacy-policy>.

## 3.11. Sasria

- 3.11.1. If shown in the schedule Sasria cover is applicable to all relevant sections covering your property insured.

Sasria covers you for any accidental or intentional damage to your insured property caused by any person or group of people taking part in a riot, strike, lock-out, public disorder, civil commotion or committing any act which has a political, social or economic aim, objective or cause, or in protest against any state or government.

- 3.11.2. This cover is limited to events in the Republic of South Africa only.
- 3.11.3. A full description of cover and exclusions are included in your schedule.

# Specific Sections

## 4. Household Goods Section

### 4.1. Definitions in this section

accidental loss or damage	means sudden and unforeseen loss of or damage to the contents of your private home, which is not covered by an insured event.
business goods	means any contents of your private home that you own or are responsible for, which are used for business or professional purposes. Business goods does not include stock.
contents	<p>means the contents of your private home which belong to you or for which you are legally responsible.</p> <p>It includes:</p> <ul style="list-style-type: none"> <li>• personal belongings like clothing;</li> <li>• equipment and appliances, e.g., audio-visual equipment, vacuum cleaners, fridges;</li> <li>• furniture;</li> <li>• fixtures and fittings that belong to you as tenant of the private home excluding geysers and solar geysers;</li> <li>• outdoor and garden items;</li> <li>• money up to the limit shown in the schedule;</li> <li>• business contents and equipment kept inside the private home and outbuildings up to the limit shown in the schedule during any calendar year;</li> <li>• home automation devices including all system components that belong to you as tenant or owner of the private home;</li> <li>• outdoor portable generators/inverters that belong to you as tenant or owner of the private home, provided that these items are not more specifically insured in this policy or covered by any other non-life insurance policy;</li> <li>• solar panels and back-up power systems (including their fixed ancillary equipment like fixed battery packs and inverters) that belong to you as tenant of the private home.</li> </ul>
domestic staff	means people employed by you at your private home.
garden shed	<p>means a small outbuilding that is not of standard construction.</p> <p>We do not cover your garden shed if constructed of shade cloth or plastic sheeting.</p>

impact	<p>means the action of any of the following objects coming violently and forcibly in contact with the private home, causing damage to your contents:</p> <ul style="list-style-type: none"> <li>• any aircraft or aerial devices (e.g., a hot-air balloon)</li> <li>• or any object falling from them;</li> <li>• vehicles;</li> <li>• falling trees or branches;</li> <li>• animals.</li> </ul>
loadshedding	<p>means the intentional total or partial withholding of electricity supply (from any source) by any electricity supplier, which is implemented in phases, and which does not affect a municipality (including local, district, regional or any other level created by law), province, or the country at substantially the same time.</p>
malicious damage	<p>means the unlawful and intentional damaging of your property by another person not living at your private residence. It does not include damage caused by theft or attempted theft.</p>
money	<p>means bank notes, coins that are not part of a collection, cheques, postal orders, bank drafts, travel tickets, traveller's cheques, postage stamps, saving stamps, certificates, premium bonds and other negotiable instruments. Money does not include bullion.</p>
outbuildings	<p>means the separate buildings on your property, for example domestic Outbuildings, Home offices, and private garages that does not interlead with the main building also situated at the address shown in the schedule. Unless shown otherwise in the schedule, the outbuildings must be constructed of brick, stone or concrete with a slate, tile, metal, concrete, harvey tiles, asbestos and or fibre cement sheeting roof.</p>
pet	<p>means a domestic cat, dog or bird kept for companionship.</p>
power surge	<p>means any temporary increase (of any degree) in the current or voltage of an electrical circuit, electricity network or supply.</p>
private home	<p>means the main building and buildings connected by a door to the main building (adjoining buildings) situated at the address shown in the schedule.</p> <p>It is the home where you live permanently. Unless stated otherwise in the schedule, the main building and adjoining buildings must be made of brick, stone or concrete with a slate, tile, metal, concrete, harvey tiles, asbestos and or fibre cement sheeting roof.</p>

professional purposes	means that the item is used to earn money, rather than for the purposes of a hobby.
replacement value	means the cost to replace insured property with similar new property if it is lost or damaged.
risk address	means the address where your insured property is located as shown in the schedule.
standard construction	means a building with walls of brick, stone or concrete and with a slate, tile, metal, concrete, harvey tiles, asbestos and or fibre cement sheeting.
solar panels	means a device that converts sunlight into electricity by using photovoltaic (PV) cells. PV cells are made of materials that generate electrons when exposed to light. The electrons flow through a circuit and produce direct current (DC) electricity, which can be used to power various devices or be stored in batteries. Solar panels are also known as solar cell panels, solar electric panels, or PV modules.
tenant	means a person who rents or occupies your private home or parts of your private home in accordance with a verbal, written or digital contract.
unattended	means that you are not at your private home or vehicle (as the case may be) and you left no person in charge of your property with the express instruction to look after it.
unoccupied	means that your private home is not lived in for a period of 60 consecutive days per calendar year.
vermin	means any animals or insects that are generally considered pests. examples of vermin include rats, mice, cockroaches or squirrels. this definition of vermin does not include wild baboons or wild monkeys.
you	means the policyholder, the co-policyholder named in the schedule, the policyholder's spouse and the policyholder's or spouse's children who are financially dependent on them and permanently live with them. It also includes any other family members who permanently live with the policyholder and are financially dependent on the policyholder. To be insured, these family members must be named in the schedule as co-policyholders.
wild baboons or wild monkeys	means wild baboons or wild monkeys that live freely in the natural surroundings and are not kept as pets or farm animals, or kept confined in any way.

## 4.2. Who we insure

- 4.2.1. We insure the following people under this section:
- 4.2.1.1. The policyholder.
  - 4.2.1.2. The policyholder's spouse.
  - 4.2.1.3. The policyholder or spouse's children who permanently live with the policyholder and are financially dependent on the policyholder.
  - 4.2.1.4. Other family members who permanently live with the policyholder and are financially dependent on the policyholder.
  - 4.2.1.5. To be insured, these family members must be named in the schedule.

## 4.3. What we insure

- 4.3.1. We compensate you for the contents of your private home and outbuildings against loss or damage caused by insured events.
- 4.3.2. The contents must belong to you or be your responsibility and must be used for your own private purposes, including:
- 4.3.2.1. Goods in your Home and Outbuildings up to the limits shown in the schedule, for example:
    - personal belongings (clothes, handbags);
    - equipment and appliances (audiovisual, vacuum cleaners, fridges);
    - furnishings;
    - fixtures and fittings that belong to you as the tenant, not the owner of the Private Home;
    - outdoor and garden items;
  - 4.3.2.2. Money and other negotiable instruments (cheques), see limit shown in schedule.
  - 4.3.2.3. Business goods and equipment at your Home and Outbuildings against loss or damage caused by an insured event. If you use your business goods at your private home for private use, we will still consider the use as being business use.
  - 4.3.2.4. This cover is subject to the condition that loss or damage caused by theft or attempted theft will only be covered if there are visible signs of forced entry into or exit from your private home.
  - 4.3.2.5. We do not compensate you for any of the following:
    - stock in trade;
    - liability arising from your business activities at your private home.
  - 4.3.2.6. We compensate you up to the limit shown in the schedule.

## 4.4. Types of cover

Please refer to your schedule to see what type of cover you have.

### 4.4.1. Full cover including subsidence or landslip

If you have full cover including limited subsidence or landslip, we compensate you for your contents against all the insured events and extended covers, but not against loss or damage caused by contraction, expansion or heave of clay and similar soil types due to its moisture or water content.

### 4.4.2. Full cover excluding subsidence or landslip

If you have full cover excluding limited subsidence or landslip, we compensate you for your contents against all the insured events and extended covers. However, we do not compensate you for your contents against loss or damage caused by subsidence or landslip.

### 4.4.3. Limited cover

4.4.3.1. If you have limited cover, we compensate you for your contents against all the insured events, including limited subsidence or landslip.

4.4.3.2. We do not insure loss or damage caused by theft or attempted theft.

4.4.3.3. We also compensate you for the following extended covers:

- Business goods up to the limit shown in the schedule.
- Loss of or damage to contents in a garden shed (excluding theft or attempted theft).
- Alternative accommodation and rent (excluding theft or attempted theft).
- Fire brigade charges.
- Loss of water by leaking.
- Cost of clearing debris after an insured event.
- Increase due to inflation.
- **Householders' liability.**

## 4.5. Insured Events

We compensate you for loss or damage to Household Goods caused by the following Insured events:

4.5.1. Fire, explosion and lightning.

4.5.2. Malicious damage, except for loss or damage caused by someone living in the Home or Outbuildings.

4.5.3. Storm, flood, wind, water, hail or snow, except for loss or damage caused by or to any of the following:

4.5.3.1. Loss or damage caused by any process which uses or applies water.

- 4.5.3.2. Loss of or damage to property outside, unless the property is designed or intended for use outside.
- 4.5.4. Earthquake.
- 4.5.5. Bursting, or overflowing of pipes, water apparatus or oil- fired heating apparatus.
- 4.5.5.1. We do not compensate you for damage to the apparatus or pipes themselves.
- 4.5.6. Loss of or damage to Household Goods caused by impact to the Home and Outbuildings.
- 4.5.7. Subsidence or landslip.
- 4.5.7.1. We compensate you for gradual sinking of land (subsidence), and landslip of the land supporting the Home and Outbuildings, as shown in the schedule except for loss or damage caused by or made worse by:
- faulty design, insufficient compacting of filling, poor construction;
  - removal or weakening of support;
  - structural alterations, additions or repairs;
  - surface or subterranean excavations except those performed during mining operations;
  - normal settlement, shrinkage or expansion;
  - contraction or expansion of clay and similar soil types due to its moisture or water content.
- 4.5.7.2. If we reject your claim for subsidence, ground heave or landslip because we say that your claim is not covered by this insured event and you disagree with our rejection, you must prove that the damage is in fact covered under this insured event.
- 4.5.7.3. There is an excess in the schedule for this cover. This is the amount that you must pay before we will start compensating you.
- 4.5.8. We compensate you for loss or damage to your Household Goods caused by any Insured event excluding theft or attempted theft while the insured property is:
- 4.5.8.1. In a building you are temporarily living in.
- 4.5.8.2. In a building you are employed in.
- 4.5.8.3. Inside the building of a business where your household goods are being made up, altered, renovated, repaired, cleaned or dyed.
- 4.5.9. We compensate you up to the limit shown in the schedule.

## 4.6. Extended covers

Accidental damage including power surge (excluding loadshedding) (if the type of Insurance is Full Cover)

- 4.6.1. We compensate you for accidental damage including power surge damage caused to your contents situated at the risk address shown in the schedule.

- 4.6.2. This cover is limited to the amount shown in the schedule for any single event or series of events that are the result of a single incident.
- 4.6.3. There is an excess in the schedule for this cover. This is the amount that you must pay before we will start compensating you.
- 4.6.4. We do not compensate you for loss or damage caused by:
- a process of dyeing, cleaning or renovating;
  - household pests (such as vermin including rodents, ants and moths);
  - mechanical, electrical or electronic breakdown;
  - depreciation, wear and tear, and gradual deterioration;
  - power surge following loadshedding or any interruption to the electricity supply network of any manner.
- 4.6.5. We do not compensate you for loss or damage to:
- any contents of refrigerators and freezers;
  - garden equipment, furniture or tools. This includes equipment for a pool or a pond;
  - sporting equipment if it was damaged while in use;
  - portable computer equipment including laptops, iPads and tablets;
  - mobile communication equipment, e.g., cellular phones;
  - solar panels and back-up power systems (including their fixed ancillary equipment like fixed battery packs and inverters) belonging to you as the tenant of the private home.
- 4.6.6. Cracking, scratching or denting of glassware, furniture, jewellery or other brittle articles.
- 4.6.7. Loss or damage covered by any manufacturer's guarantee, purchase agreement or service contract.

#### Fire brigade charges

- 4.6.8. We compensate for the reasonable costs that the fire brigade charges you for putting out a fire at the Home and Outbuildings.
- 4.6.9. We compensate you up to the limit shown in the schedule.

#### Loss of water by leaking

- 4.6.10. We compensate you for the costs of water lost from leaking pipes in the Home, Outbuildings and on the grounds, if you are responsible for paying these costs.
- 4.6.11. We only compensate you if the water reading is above the average of the previous 4 readings by 50% or more.
- 4.6.12. If you discover a leak – either by physical evidence or from an abnormally high water bill – you must immediately take steps to repair the pipes or we will not compensate you for the costs of the loss of water.
- 4.6.13. We do not compensate you for water lost from:
- 4.6.13.1. Leaking taps, geysers, or toilets.



4.6.13.2. Swimming pools or leaks in their inlet or outlet pipes.

4.6.13.3. Leaks that happen when the home or outbuildings are not occupied for more than 30 days.

4.6.14. You can claim for a maximum of 2 separate incidents of this kind in each 12-month period.

4.6.15. We compensate you up to the limit shown in the schedule.

Cost of clearing debris after an Insured event

4.6.16. We compensate for the reasonable cost of removing debris from the Home and Outbuildings and grounds after loss or damage to the Household Goods caused by an Insured event.

4.6.17. We compensate you up to the limit shown in the schedule.

Loss or damage from theft or attempted theft

From the Home and Outbuildings

4.6.18. We compensate you for loss or damage to Household Goods caused by theft or attempted theft from:

4.6.18.1. The Home.

4.6.18.2. The Outbuildings, only up to the limit shown in the schedule unless you can prove that there are visible signs of forced entry or exit.

4.6.18.3. A building you are temporarily living in.

4.6.18.4. A building you are employed in, only up to the limit shown in the schedule unless you can prove that there are visible signs of forced entry or exit. We do not compensate you for theft or attempted theft of jewellery, watches, mobile communication equipment, ipods, laptops, palmtops, electronic notebooks and gps devices from a building where you are employed.

4.6.18.5. A commercial storage facility where you have deposited household goods for safe keeping or at any hotel, guesthouse, club or bank safe.

4.6.18.6. Inside the building of a business where your household goods are being made up, altered, renovated, repaired, cleaned or dyed, if there are visible signs of forced entry or exit, up to the limit shown in the schedule.

From the grounds of your Home and Outbuildings

4.6.19. We compensate you up to the limit shown in the schedule for loss from theft of the following goods if they are stolen from the grounds of your Home and Outbuildings:

4.6.19.1. Laundry.

4.6.19.2. Garden and swimming pool furniture and equipment, pool safety nets and covers.

4.6.19.3. Braai equipment.

4.6.19.4. Trampolines.

4.6.19.5. Outdoor portable generators / inverters.

4.6.19.6. Solar panels and back-up power systems (including their fixed ancillary equipment like fixed battery packs and inverters) belonging to you as the tenant of the private home.

There is an excess in the schedule for this cover. This is the amount that you must pay before we will start compensating you.

While moving Household Goods to a new Home

4.6.20. We compensate you up to the limit shown in the schedule for Household Goods for loss from theft, fire, collision or overturning of the vehicle while you are permanently moving to a new home or while furniture is moved to your private home.

4.6.21. Collision means the unintended collision of one vehicle with another vehicle, a stationary object, or person, which causes damage to the vehicle.

4.6.22. This cover is subject to the condition that the move must be undertaken by professional movers.

While you are transporting Household Goods

4.6.23. We compensate you up to the limit shown in the schedule for the following:

4.6.23.1. Theft of Household Goods if they are being moved to or from a commercial storage facility or bank safety deposit facility.

4.6.23.2. Theft of Household Goods if you are transporting the Household Goods to or from any place of purchase, repair or renovation. There must be visible signs of forced entry or exit from the vehicle.

However, we do not cover theft or attempted theft of any personal belongings from an unattended vehicle.

4.6.23.3. Loss or damage to your Household Goods while you are taking them to or from any place of purchase, repair or renovation. We only compensate you if the loss or damage is caused during transit by fire, collision or the motor vehicle carrying the goods overturning.

4.6.23.4. Collision means the unintended collision of one vehicle with another vehicle, a stationary object, or person, which causes damage to the vehicle.

Loss or damage to the garden

4.6.24. We compensate you up to the limit shown in the schedule for the reasonable cost of replacing trees, shrubs and plants on the grounds of the Home and Outbuildings. We compensate you only for loss or damage caused by:

4.6.24.1. Fire.

4.6.24.2. Fire fighting.

4.6.24.3. Explosion.

4.6.24.4. Impact by vehicles, aircraft, other aerial devices or other objects dropped from the air.

4.6.24.5. Malicious damage.

4.6.25. We do not compensate you if theft or attempted theft causes the loss or damage.

### **Loss of or damage to guests' property**

- 4.6.26. We compensate you up to the limit shown in the schedule for Household Goods and personal belongings of a guest living with you temporarily, if they do not have any other insurance.
- 4.6.27. To receive compensation, the Insured event must have taken place at the Home and Outbuildings.
- 4.6.28. This excludes money and negotiable instruments (for example, cheques).

### **Loss of or damage to domestic staff's property**

- 4.6.29. We compensate you up to the limit shown in the schedule for Household Goods and personal belongings of your domestic staff.
- 4.6.30. To receive compensation, the Insured event must have taken place at the Home and Outbuildings.
- 4.6.31. This excludes money and negotiable instruments (for example, cheques).

### Loss or damage to documents caused by an Insured event

- 4.6.32. We compensate you up to the limit shown in the schedule for the cost of materials and labour to replace personal documents lost or damaged by an Insured event.
- 4.6.33. We do not compensate you for the value that you attach to the document's content.

### Loss of or damage to contents in a garden shed

- 4.6.34. We compensate you for your contents inside a garden shed against loss or damage caused by an insured event.
- 4.6.35. We compensate you up to the limit shown in the schedule, unless the contents of the garden shed are specifically shown in the schedule.
- 4.6.36. This cover is subject to the condition that loss or damage caused by theft must show visible signs of forced entry into or exit from the garden shed.

### Employing a security guard

- 4.6.37. We compensate you up to the limit shown in the schedule for the reasonable cost of employing a security guard after loss or damage from an Insured event.

### Keys, locks and electronic security devices

- 4.6.38. We compensate you up to the limit shown in the schedule for reasonable cost to repair or replace lost or damaged keys (including card keys), locks and remote controls of your private home.

### Alternative accommodation and rent

- 4.6.39. If the Home or Outbuilding is not fit to live in because of loss or damage from an Insured event, we compensate you for either of the following:
  - 4.6.39.1. The rent which you pay as the occupier of the Home or Outbuilding.
  - 4.6.39.2. Alternative accommodation of similar value and location as the Home or Outbuilding.

- 4.6.40. We only compensate you for a period reasonably needed to make the Home or Outbuilding fit to live in again.
- 4.6.41. We do not compensate you for more than the limit of compensation shown in the schedule.
- 4.6.42. This cover is subject to the condition that we will decide when your private home is not fit to live in after loss or damage.

#### Veterinary expenses

- 4.6.43. We compensate you up to the limit shown in the schedule for veterinary expenses for accidental bodily injury if your pet is injured in a road accident or as a result of violence by burglars.
- 4.6.44. However, we do not compensate you for veterinary expenses if the injured **pet is covered by any other insurance, including pet's insurance.**

#### Accidental death from injury in the Home and Outbuildings

- 4.6.45. We compensate you up to the limit shown in the schedule if you suffer an accidental bodily injury in the Home and Outbuildings and you die within 90 days as a direct result of the injury.

#### Accidental damage to audiovisual equipment

- 4.6.46. We compensate you for accidental damage to any of the following Household Goods:
  - 4.6.46.1. Television sets and screens.
  - 4.6.46.2. Decoders and other visual streaming devices.
  - 4.6.46.3. Satellite dishes and aerials.
  - 4.6.46.4. Sound reproduction and audio streaming equipment (e.g., DVD players or media players).
  - 4.6.46.5. Proximas and multi-media projectors.
- 4.6.47. We do not compensate you for any of the following:
  - 4.6.47.1. Audio visual equipment that are not in the Home and Outbuildings.
  - 4.6.47.2. Loss or damage caused by power surge following loadshedding or any interruption to the electricity supply network of any manner.

#### Accidental damage to glass

- 4.6.48. We compensate you for accidental damage to mirrors or sheet glass in or on furniture or on an appliance.

#### Accidental spoiling of fridge and freezer contents

- 4.6.49. We compensate you up to the limit shown in the schedule for the accidental spoiling of the contents of your fridges or freezers in your Home and Outbuildings if the spoiling is caused by a change in temperature not resulting from you, whether intentionally or unintentionally, adjusting the temperature control of the fridge or freezer or any conduct by you causing a change in the temperature of the fridge or freezer.

4.6.50. We do not compensate you for:

4.6.50.1. Damage to fridges or freezers themselves.

4.6.50.2. Spoiling of the contents of your fridges or freezers:

- because you have not paid for or bought sufficient electricity, power or fuel;
- due to loadshedding;
- due to a power surge following:
  - loadshedding; or
  - any interruption to the electricity supply network of any manner.

4.6.51. There is an excess in the schedule for this cover. This is the amount that you must pay before we will start compensating you.

Accidental damage to domestic telephone instruments

4.6.52. We compensate you up to the limit shown in the schedule for each domestic telephone instrument accidentally damaged in the Home and Outbuildings.

4.6.53. We do not compensate you for damage to:

4.6.53.1. Cellular telephones.

4.6.53.2. Mobile communication equipment.

Damage by wild baboons or wild monkeys

4.6.54. We will compensate you up to the limit shown in the schedule for loss or damage to Household Goods inside your Home and Outbuildings caused by wild baboons or wild monkeys.

## 4.7. Householders Liability

Liability as occupant of the Home and Outbuildings

**What is insured under the Householder's Liability section – occupant**

4.7.1. We compensate you if you are held liable as the occupant of the Home and Outbuildings for:

4.7.1.1. Accidental death of another person occurring in the period of insurance.

4.7.1.2. Accidental bodily injury or illness of another person occurring in the period of insurance.

4.7.1.3. Accidental loss of or damage to property belonging to another person occurring in the period of insurance.

Compensation

4.7.2. The compensation includes the following:

4.7.2.1. The amounts you are liable for.

4.7.2.2. Legal costs of the other person that you are liable for.

4.7.2.3. Costs that you incur with our permission to settle or defend the claim against you.

#### Limit of Compensation

- 4.7.3. The compensation is limited to the amount shown in the schedule at the time of the loss, damage, bodily injury, illness or death. This amount applies to any single event or for a series of incidents that are the result of one event.

#### Liability as a tenant of the Home and Outbuildings

##### **What is insured under the Householder's Liability section – tenant**

- 4.7.4. We compensate you if you are held liable as the tenant of the Home and Outbuildings for:
- 4.7.4.1. Damage to the Home and Outbuildings, including fixtures and fittings, caused by an Insured event under this section occurring in the period of insurance.
  - 4.7.4.2. Accidental damage to fixed sanitaryware (for example, toilets, sinks or baths) or fixed glass occurring in the period of insurance.
  - 4.7.4.3. Accidental damage to water, sewerage, gas, electricity or telephone connections occurring in the period of insurance.
  - 4.7.4.4. Accidental death of another person occurring in the period of insurance.
  - 4.7.4.5. Accidental bodily injury or illness of another person occurring in the period of insurance.
  - 4.7.4.6. Accidental loss of or damage to property belonging to another person occurring in the period of insurance.

#### Compensation

- 4.7.5. The compensation includes the following:
- 4.7.5.1. The amounts you are liable for.
  - 4.7.5.2. Legal costs of the other person that you are liable for.
  - 4.7.5.3. Costs that you incur to settle or defend the claim against you with our permission.

#### Limit of compensation

- 4.7.6. The compensation is limited to the amount shown in the schedule at the time of the loss, damage, bodily injury, illness or death. This amount applies to any single event or for a series of incidents that are the result of one event.

##### **What is not insured under Householder's Liability (both occupant and tenant)**

#### Claims by certain people

- 4.7.7. We do not compensate for Liability claimed by any of the following people:
- 4.7.7.1. You or any member of your family who normally lives with you.
  - 4.7.7.2. Your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust).
  - 4.7.7.3. Your employees acting in the course of their employment with you at the time of the event.

Liability related to property looked after or controlled by certain people

- 4.7.8. We do not compensate for Liability related to loss of or damage to property owned by, looked after or under the control of any of the following people;
- 4.7.8.1. You or any member of your family who normally lives with you.
- 4.7.8.2. Your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust).
- 4.7.8.3. Your employees acting in the course of their employment with you at the time of the event.

Liability not related to you being an occupant or tenant of the Home and Outbuildings

- 4.7.9. We do not compensate for Liability related to:
- 4.7.9.1. Your employment, business or profession.
- 4.7.9.2. Your ownership, occupation or renting of land or buildings other than the home and outbuildings insured under this section.
- 4.7.9.3. Aircraft, vehicles or watercraft that you or your domestic employees own, look after or control.

Liability related to support of property

- 4.7.10. We do not compensate for Liability related to the vibration, removal, weakening or interference with the support of any land, building or other property.

Liability arising from spread of fires

- 4.7.11. We do not compensate for any legal liability caused by fires spreading from your farm, plot or smallholding which you occupy as tenant or homeowner.

## 4.8. Optional covers under this section

This cover is optional. Please refer to your schedule to see if you have it.

Accidental damage including power surge – increased cover (excluding loadshedding) if the type of Insurance is Full cover

- 4.8.1. We compensate you for accidental damage including power surge damage caused to your Household Goods in the Home and Outbuildings situated at the risk address shown in the schedule.
- 4.8.2. This cover is limited to the amount shown in the schedule for any single event or series of events that are the result of a single incident and replaces the limit shown in the schedule for the cover under 4.6.2 above.
- 4.8.3. There is an excess in the schedule for this cover. This is the amount that you must pay before we will start compensating you.
- 4.8.4. We do not compensate you for any of the following:
- 4.8.4.1. Loss or damage caused by:
- depreciation, wear and tear, and gradual deterioration;
  - a process of dyeing, cleaning or renovating;

- household pests (such as vermin including rodents, ants and moths);
- mechanical, electrical or electronic breakdown;
- power surge following loadshedding or any interruption to the electricity supply network of any manner.

#### 4.8.4.2. Loss of or damage to:

- any contents of refrigerators and freezers;
- garden equipment, furniture or tools (including equipment for a pool or a pond);
- sporting equipment if it was damaged while you were using it;
- portable computer equipment including laptops, iPads and tablets;
- mobile communication equipment, e.g., cellular phones;
- solar panels and back-up power systems (including their fixed ancillary equipment like fixed battery packs and inverters) belonging to you as the tenant of the private home.

#### 4.8.4.3. Loss of or damage:

- if the main electrical distribution board of the private home is not protected with a Type 2 surge protection device installed by a qualified electrician in accordance with SANS 10142-1:2008 regulations; and
- if the surge protection device is not maintained in a working order in the event of a valid claim.

A Type 2 surge protection device can prevent the spread of overvoltage in the electrical installations and protects equipment connected to it.

#### 4.8.4.4. Cracking, scratching, denting of glassware, furniture, jewellery or other brittle articles.

#### 4.8.4.5. Loss or damage covered by any manufacturer's guarantee, purchase agreement or service contract.

### Power surge cover caused by loadshedding

4.8.5. We compensate you for loss or damage to your contents and solar power installation situated at the risk address shown in the schedule that is caused by power surges following loadshedding and the restoration or reconnection of the electricity supply following loadshedding.

#### 4.8.5.1. If you are a homeowner or a tenant, we do not cover you:

- if the main electrical distribution board of the private home is not protected with a Type 2 surge protection device; and
- if the solar power installation is not protected with a minimum of a Type 2 surge protection device; and
- If the surge protection device/s is not maintained in a working order in the event of a valid claim.



Both of these devices must be installed by a qualified electrician in accordance with SANS 10142-1:2008 regulations.

- 4.8.5.2. A Type 2 surge protection device can prevent the spread of overvoltage in the electrical installations and protects equipment connected to it.
- 4.8.5.3. This cover is limited to the amount shown in the schedule for any single event or series of events that are the result of a single incident.
- 4.8.5.4. There is an excess in the schedule for this cover. This is the amount that you must pay before we will start compensating you.

## 4.9. What we do not insure

- 4.9.1. We do not compensate you for any of the following:
  - 4.9.1.1. Theft of money and negotiable instruments (note that money is only covered while inside your private home shown in the schedule). You must show that there are visible signs of forced entry or exit.
  - 4.9.1.2. Theft or attempted theft from the Home and Outbuildings while lent, let, sub-let unless there are visible signs of forced entry or exit from the Home and Outbuildings.
  - 4.9.1.3. Theft or attempted theft from the Home and Outbuildings while on show, unless there are visible signs of forced entry or exit from the Home and Outbuildings.
  - 4.9.1.4. Loss of or injury to animals (except for veterinary expenses as specifically described in this section).
  - 4.9.1.5. Loss of or damage to or theft or attempted theft of:
    - more than one gold coin, stamp and coin collections;
    - cell phones;
    - motor vehicles including their fitted accessories;
    - caravans and trailers including their fitted accessories;
    - air or watercraft and their fitted accessories and equipment (not a surfboard or paddle ski).
  - 4.9.1.6. Loss of or damage arising from:
    - wear and tear, rust, mildew, corrosion or decay;
    - depreciation or any gradual operating cause such as rust;
    - roots or weeds;
    - the action of light or climatic conditions;
    - electronic, electrical or mechanical breakdown, breakage or failure;
    - power surge following loadshedding or any interruption to the electricity supply network of any manner.
  - 4.9.1.7. Vermin, insects or infestation by any other pests.
  - 4.9.1.8. Stock-in-trade that you own or are responsible for.

- 4.9.1.9. Loss or damage to your computer which is used for the purpose of cryptocurrency mining.
- 4.9.1.10. Loss of or damage to household goods that are more specifically insured elsewhere in this policy.
- 4.9.1.11. Loss or damage or breakage covered by a manufacturer's purchase agreement, guarantee or service contract.
- 4.9.1.12. Loss or damage by theft or attempted theft unless there are visible signs of forced entry into or exit from the home or outbuildings while the private homeowner goes any renovations or structural building alterations.
- 4.9.1.13. Loss or damage to your contents if your solar installation system is fitted to a thatch roof. Provided that the loss or damage is caused by the solar installation.
- 4.9.1.14. Loss or damage to solar system installations where the roof structure was not capable of bearing the additional weight of the installation.

## 4.10. Compensation

How we compensate you

- 4.10.1. We compensate you for loss of or damage to Household Goods by one or a combination of the following:
  - 4.10.1.1. Paying the costs of the loss or damage.
  - 4.10.1.2. Replacing whatever is lost or damaged.
  - 4.10.1.3. Repairing whatever is damaged.
- 4.10.2. You must get our approval before doing any repairs or replacements. If you do not get our approval, we may reject your claim.
- 4.10.3. We base the compensation on the replacement value of similar new goods at the time of the loss or damage.

Limits of compensation

- 4.10.4. Your schedule shows the limits of compensation of each event or item we insure.
- 4.10.5. The maximum we will pay for any one claim is the contents limit of compensation shown in the schedule.
- 4.10.6. If you claim for loss of or damage to precious metals and stones, jewellery, watches, furs, paintings, rugs and carpets, we only compensate you:
  - up to one- third of the limit of compensation for Household Goods; and
  - up to the "safe warranty limit" for jewellery and watches not kept in a locked safe when you are not wearing them.

Excess

- 4.10.7. There is an excess in the schedule for Household Goods. This is the amount that you must pay before we will compensate you.
- 4.10.8. This excess does not apply to claims for Householders Liability.

Countries where you are insured under this section

4.10.9. Compensation under this section applies to the Republic of South Africa only.

Make sure you are not under-insured

4.10.10. It is your responsibility to insure your Household Goods for the replacement value. The replacement value is what it will cost you to replace your contents with similar new items at the time of the loss or damage.

4.10.11. If, at the time of loss or damage, the replacement value is more than the insured amount, we will not compensate you for the full amount of your claim. We calculate the difference between the replacement value and the insured amount and apply this proportionately to your claim. You are responsible for the difference.

An example:

The replacement value of your property is R300 000. However, the limit of compensation is R225 000.

You have only insured the item for 75% of its value.

Now there is R50 000 damage to the item. We will only compensate you for 75% of the damage, less any applicable excess (i.e. R37 500 minus the excess). You are responsible for the difference.

## 4.11. Special conditions

You must give proof of ownership

4.11.1. You must give us acceptable proof that you owned an item, or acceptable proof of its value, if we ask for it.

You must give proof of valuation of jewellery and watches

4.11.2. When you claim, you must give us a professional valuation certificate for all insured jewellery and watches. This valuation must have been done before the loss or damage.

4.11.3. If you do not have a valid certificate done by a professional valuator / professional jeweller, your claim will be limited to the limit shown in the schedule for each item.

You must keep jewellery and watches in a safe

4.11.4. You must keep jewellery and watches over a certain value in a safe. This is called the 'safe warranty limit' as shown in your schedule.

4.11.5. If you are not wearing the jewellery or watch, you must keep it in a securely locked wall- or floor-mounted safe. The keys to your safe must also be kept away, secured, and hidden from sight. We will not compensate you for loss or damage caused by theft or attempted theft for more than the 'safe warranty limit' as shown in the schedule if you do not lock the item in a safe while you are not wearing it.

You must give proof of valuation of coins, coin- or stamp collection

4.11.6. When you claim, you must give us a professional valuation for all your insured gold coins, stamp- or coin collections. This valuation must have been done before the date of the loss or damage.

- 4.11.7. If you do not have a valuation certificate, your claim will be limited to the replacement value of one coin or stamp.

#### Pairs and sets

- 4.11.8. We will not compensate you for any additional, special value that an item has because it forms part of a pair or set. We will only compensate you for the proportionate value of the part of the set that is lost or damaged.
- 4.11.9. This condition does not apply if a single item of a pair or set is lost or damaged and that item cannot be replaced or repaired without replacing or repairing the entire pair or set.

#### Tell us if You are away for more than 60 days

- 4.11.10. You must tell us if you intend leaving your Home and Outbuildings unoccupied for more than 60 consecutive days in any 12-month period so that we can adjust your premium or change your terms, conditions and exclusions.
- 4.11.11. If you do not tell us we will not compensate you for any loss or damage while the Home and Outbuildings are unoccupied. If only an outbuilding is occupied, we do not consider the Home and Outbuildings occupied.

#### Increase due to inflation

- 4.11.12. We increase the limit of compensation under your Contents section each year on the renewal of your policy by a percentage to cater for the effect of inflation. This means that your premiums may also increase.
- 4.11.13. The percentage increase is shown in the schedule.
- 4.11.14. It remains your responsibility to make sure that the limits of compensation are sufficient to cover the value of all the insured items under this section.

#### Surveys

- 4.11.15. We may ask a surveyor to survey your Home and Outbuildings at any time.
- 4.11.16. Based on the outcome of this survey, we may immediately do one of the following:
- 4.11.16.1. Change the terms, conditions and exclusions of your insurance.
  - 4.11.16.2. Cancel your insurance.
  - 4.11.16.3. Treat your insurance as null and void.

#### Security measures

##### Burglar bars

- 4.11.17. If the schedule states that you have burglar bars on all opening windows, we compensate you for theft or attempted theft only if at the time of the theft or attempted theft the burglar bars are fitted.

##### Alarm system

- 4.11.18. If the schedule states that you have an alarm system, we compensate you for theft or attempted theft only if at the time of the theft or attempted theft all the following conditions are met:
- 4.11.18.1. The alarm system is installed.

- 4.11.18.2. The alarm is in working order; and
  - 4.11.18.3. When your main home is left unattended, the alarm is armed for the entire home and outbuildings and none of the 'passive infrared motion detectors' of the alarm system are obstructed or bypassed.
- 4.11.19. We do not consider occupation of an Outbuilding to be occupation of the Home.

Claim free group

- 4.11.20. A claim free group applies as shown in your schedule.
- 4.11.21. If you have not claimed during the 12 months before the anniversary date of your policy, you earn a discount on your premium according to our scale of premiums.
- 4.11.22. If any claims have been paid during the 12 months before the anniversary date of your policy, we will adjust your premium according to our scale of premiums.
- 4.11.23. Only claims made against loss or damage by an Insured event will affect the claim free group.

## 5. Personal Liability Section

### 5.1. Definitions in this section

You	means the policyholder, the co-policyholder named in the schedule, the policyholder's spouse and any family member who lives with the policyholder.
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### 5.2. Who we insure

5.2.1. We only insure the following people if named in the schedule:

5.2.1.1. The policyholder.

5.2.1.2. Members of the policyholder's family who live with them.

### 5.3. What we insure

Accidental death, bodily injury, illness, loss or damage to property

5.3.1. We compensate you if you are held liable for:

5.3.1.1. Accidental death of another person occurring in the period of insurance.

5.3.1.2. Accidental bodily injury or illness of another person occurring in the period of insurance.

5.3.1.3. Accidental loss of or damage to property belonging to another person occurring in the period of insurance.

5.3.2. If a claim results in any way from wrongful arrest, we compensate you under the wrongful arrest provisions below.

Compensation

5.3.3. The compensation for accidental death, bodily injury, illness, loss of or damage to property as above includes the following:

5.3.3.1. The amounts you are liable for.

5.3.3.2. Legal costs of the other person that you are liable for.

5.3.3.3. Costs that you incur with our permission to settle or defend the claim against you.

Limit of Compensation

5.3.4. The compensation is limited to the amount shown in the schedule at the time of the loss, damage, bodily injury, illness or death. This amount applies to any single event or for a series of incidents that are the result of one event.

Wrongful arrest

5.3.5. We compensate you if you are held Liable for wrongful arrest while you are a member of a neighbourhood watch or block watch group, or a similar non-profit organisation. This includes Liability for an assault or search connected to that wrongful arrest.

- 5.3.6. We do not compensate you if the person that is holding you liable is under a contract of service or apprenticeship with you, or is a member of your family or household.

#### Compensation

- 5.3.7. The compensation for wrongful arrest includes the following:
- 5.3.7.1. The amounts you are liable for.
  - 5.3.7.2. Legal costs of the other person that you are liable for.
  - 5.3.7.3. Costs that you incur to settle or defend the claim against you with our permission.

#### Limit of Compensation

- 5.3.8. The compensation is limited to the limit shown in the schedule at the time of the wrongful arrest. This amount applies to any single event or for a series of incidents that are the result of one event.
- 5.3.9. The limit of compensation in any 12-month period is the limit shown in the schedule.

#### Contracts with security, armed response and garden services companies

- 5.3.10. We compensate you if you are held liable for the following:
- 5.3.10.1. another person's accidental death, bodily injury, illness occurring during the period of insurance.
  - 5.3.10.2. Loss of or damage to another person's property occurring during the period of insurance.
  - 5.3.10.3. Wrongful arrest that results from any contract with a security company, armed response or garden service company occurring during the period of insurance in respect of the private home or outbuildings insured under the homeowners or household goods sections of this policy.

#### Bank and SIM cards

- 5.3.11. We compensate you if you are held liable for loss caused by the fraudulent use of your credit card, debit card or SIM cards during the period of insurance by any person who:
- 5.3.11.1. Is not a member of your family.
  - 5.3.11.2. Does not live with you.
- 5.3.12. To be compensated you must:
- 5.3.12.1. Report the loss to the bank or other relevant company as soon as reasonably possible.
  - 5.3.12.2. Have complied with the terms, conditions and exclusions of using that card.

#### Limit of compensation

- 5.3.13. The compensation is limited to the limit shown in the schedule at the time of the loss, damage, bodily injury or death. This amount applies to any single event or for a series of incidents that are the result of one event.

5.3.14. The limit of compensation in any 12-month period is the limit shown in the schedule.

#### Hole-in-one

5.3.15. We compensate you for expenses related to hitting a hole-in-one during the period of insurance while playing golf as an amateur.

5.3.16. The hole-in-one must happen on a registered golf course. You must be playing according to the recognised rules of golf.

5.3.17. The secretary of the relevant golf club must confirm in writing that you hit the hole-in-one.

5.3.18. We compensate you with the limit shown in the schedule.

#### Full house

5.3.19. We compensate you for expenses related to scoring a full house during the period of insurance while playing bowls as an amateur.

5.3.20. The full house must happen as part of an official competition. The game must be on a registered bowling green. You must be playing according to the recognised rules of the game, with all 8 or 9 bowls to count.

5.3.21. The secretary of the relevant bowling club must confirm in writing that you scored a full house.

5.3.22. If more than one person we define as you in this section was involved in the same full house, we compensate you only once for that full house.

5.3.23. We compensate you with the limit shown in the schedule.

## 5.4. What we do not insure

### Claims by certain people

5.4.1. We do not compensate for Liability claimed by any of the following people:

5.4.1.1. You or any member of your family who normally lives with you.

5.4.1.2. Your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust).

5.4.1.3. Your employees acting in the course of their employment with you at the time of the event.

### Liability related to property looked after or controlled by certain people

5.4.2. We do not compensate for Liability related to loss of or damage to property owned by, looked after by or under the control of any of the following people:

5.4.2.1. You or any member of your family who normally lives with you.

5.4.2.2. Your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust).

5.4.2.3. Any employee acting in the course of their employment with you at the time of the event.



Liability related to your work, business and property

5.4.3. We do not compensate for Liability related to:

5.4.3.1. Your employment, business or profession.

5.4.3.2. Your ownership or occupation of land or buildings.

5.4.3.3. Aircraft, vehicles or watercraft that you or your domestic employees own, look after or control, other than model aircraft, surfboards or paddle skis.

Liability arising from a contract

5.4.4. We do not compensate for Liability arising from a contract you entered into unless you would have been liable if there were no contract, except for contracts entered into with security, armed response or garden services companies under this section.

Liability related to support of property

5.4.5. We do not compensate for Liability related to the vibration, removal, weakening or interference with the support of any land, building or other property.

Judgements or settlements under US or Canadian law

5.4.6. We do not compensate for:

5.4.6.1. Any award or settlement made in countries that follow the laws of the USA or Canada.

5.4.6.2. Any order made to enforce an award or settlement made in the USA or Canada.

Liability based on events deliberately caused

5.4.7. We do not compensate for any Liability if you, or any person colluding with you, caused the loss, damage, death or bodily injury deliberately.

Liability relating to movable or immovable property

5.4.8. We do not compensate for Liability caused by the letting of hiring out of movable or immovable property for a fee.

Liability arising from spread of fires

5.4.9. We do not compensate for any legal liability caused by fires spreading from your farm, plot or smallholding which you occupy as tenant or homeowner.

## 6. Houseowners Section

### 6.1. Definitions in this section

accidental loss or damage	means sudden and unforeseen loss of or damage to your private home.
fixed machinery	means the following fixed machinery installed at your private home: <ul style="list-style-type: none"><li>• machinery relating to swimming pools (except for automatic pool cleaners), Jacuzzi's, spa-baths, saunas or boreholes (except for windmills);</li><li>• irrigation systems, filtration equipment, air conditioning systems or central cleaning systems;</li><li>• electrical gate motors or motorised garage doors;</li><li>• built-in stoves, walk-in fridges or freezers;</li><li>• solar panels (including their fixed ancillary equipment like fixed battery packs and inverters);</li><li>• solar geysers and solar geyser heating panels (including their fixed ancillary equipment like fixed battery packs and inverters);</li><li>• fixed generators/inverters;</li><li>• water pumps or heat pumps;</li><li>• domestic borehole machinery;</li><li>• escalators/lifts.</li></ul>
impact	means the action of any of the following objects coming violently and forcibly in contact with the private home, causing damage to your buildings: <ul style="list-style-type: none"><li>• any aircraft or aerial devices (e.g., a hot-air balloon) or any object falling from them;</li><li>• vehicles;</li><li>• falling trees or branches;</li><li>• animals.</li></ul>
malicious damage	means the unlawful and intentional damaging of your property by another person not living at your private residence. it does not include damage caused by theft or attempted theft.
outbuildings	means separate buildings that do not interlead with the main building. Examples of outbuildings are home offices, private garages and lapas. Unless shown otherwise in the schedule, the outbuildings must be constructed of brick, stone or concrete with a slate, tile, metal, concrete, harvey tiles, asbestos and or fibre cement sheeting roof. If the outbuilding has a thatched roof, it is considered an outbuilding even if it is connected or attached to the private home with an interleading door, or if it is situated within 4 metres of the main building and the roof size is less than 15% of the roof size of the entire private home.

	The outbuildings must be situated at the address shown in the schedule.
pet	means a domestic cat, dog or bird kept for companionship.
power surge	means any temporary increase (of any degree) in the current or voltage of an electrical circuit, electricity network or supply.
private home/ buildings	<p>means the main building and outbuildings situated at the address shown in the schedule.</p> <p>It is the home where you live permanently. Unless stated otherwise in the schedule, the buildings and outbuildings must be made of brick, stone or concrete with a slate, tile, metal, concrete, harvey tiles, asbestos and or fibre cement sheeting roof.</p> <p>The Private home includes:</p> <ul style="list-style-type: none"> <li>• the main home;</li> <li>• domestic outbuildings, home offices, private garages;</li> <li>• lapas or other outbuildings of thatched roof construction, which may be attached to the private home by an interleading door or situated within 4 metres of the private home and with a roof size less than 15% of the total roof size of the entire private home;</li> <li>• paths and driveways constructed of brick, concrete, asphalt, synthetic grass or stone (but not gravel);</li> <li>• walls, gates, metal palisades, and fences on the grounds, as well as the gate motors (but not fences made of wire or plants). It also includes patented security fencing solutions made of wiring, for example ClearVu or Vi-Thru;</li> <li>• fixtures and fittings that belong to you as the owner of the private home including geysers and related fixed ancillary equipment) in or the private home. However, this does not include solar geysers and solar geyser heating panels and their fixed ancillary equipment like fixed battery packs and inverters;</li> <li>• carports excluding carports constructed of shade cloth or plastic sheeting;</li> <li>• water, sewerage, gas, electricity and telephone connections;</li> <li>• alarm systems, security monitoring systems (like close circuit televisions, surveillance cameras), intercom systems, electric fencing and infra-red beams;</li> <li>• jacuzzis, saunas, domestic water pumps as well as the machinery and equipment related to it;</li> <li>• fixed swimming pools, fixed filtration plants, heat pumps, automatic pool cleaners, safety nets and covers;</li> <li>• tennis courts;</li> <li>• television and radio aerials, satellite dishes;</li> <li>• lightning masts and -conductors;</li> </ul>

	<ul style="list-style-type: none"> <li>• fixed water storage facilities (e.g., JoJo tanks);</li> <li>• fixed water features, ponds and garden ornaments (like statues);</li> <li>• fixed gazebos;</li> <li>• septic tanks;</li> <li>• jetties/boardwalks;</li> <li>• home automation devices including all system components.</li> </ul>
replacement value	means the cost to replace insured property with similar new property in the event of loss or damage.
risk address	means the address where your insured property is located as shown in the schedule.
solar panels	means a device that converts sunlight into electricity by using photovoltaic (PV) cells. PV cells are made of materials that generate electrons when exposed to light. The electrons flow through a circuit and produce direct current (DC) electricity, which can be used to power various devices or be stored in batteries. Solar panels are also known as solar cell panels, solar electric panels, or PV modules.
standard construction	means a building with walls of brick, stone or concrete and with a slate, tile, metal, concrete, harvey tiles, asbestos and or fibre cement sheeting roof.
tenant	means a person who rents or occupies your private home in accordance with a verbal, written or digital contract.
unattended	means that you are not at the private home and you left no person in charge of your private home with the express instruction to look after the property.
unfurnished	means that your private home is not equipped with kitchen appliances, fixtures and fittings, curtains, carpets and any furniture essential for modern living.
unoccupied	means that your private home is not lived in for a period of 60 consecutive days per calendar year.
vermin	means any small animal or insects that are considered pests. examples of vermin include rats, mice, cockroaches or squirrels. this definition of vermin does not include wild baboons or wild monkeys.
you	means the policyholder.
wild baboons or wild monkeys	means primates that live freely in the wild and are not kept as pets or farm animals, or kept confined in any way.

## 6.2. Who we insure

- 6.2.1. We insure the policyholder named in the schedule.

## 6.3. What we insure

- 6.3.1. We compensate you for your private home against loss or damage caused by insured events.

Jetties and Boardwalks

- 6.3.2. We compensate you for loss or damage to jetties and boardwalks constructed of wood that you own or are responsible for.
- 6.3.3. Compensation is restricted to loss or damage caused by the following insured events:
- 6.3.3.1. Fire, lightning or explosion.
  - 6.3.3.2. Storm, flood, wind, water, hail or snow.
  - 6.3.3.3. Impact; or
  - 6.3.3.4. Malicious damage.
- 6.3.4. There is an excess in the schedule for this cover. This is the amount that you must pay before we will start compensating you.

## 6.4. Types of cover

Please refer to your schedule to see what type of cover you have.

- 6.4.1. Full cover including subsidence or landslip
- If you have full cover including limited subsidence or landslip, we cover your private home against all the insured events and extended covers, but not against loss or damage caused by contraction, expansion or heave of clay and similar soil types due to its moisture or water content.
- 6.4.2. Full cover excluding subsidence or landslip
- If you have full cover excluding limited subsidence cover, we cover your private home against all the insured events and extended covers, but not against loss or damage caused by subsidence or landslip.

## 6.5. Insured events of cover

We compensate you for loss or damage to your private home at the risk address shown in the schedule caused by any of the following insured events:

- 6.5.1. Fire, explosion and lightning.
- 6.5.2. Malicious damage, except for loss or damage caused by someone living in the private home or outbuildings.
- 6.5.3. Storm, flood, wind, water, hail or snow.

However we do not compensate you for the following:

- 6.5.3.1. Loss or damage caused by:
  - any process which uses or applies water;

- movement of the land supporting the building even if this movement is caused directly or indirectly by storm, flood, wind, water, hail or snow (we do compensation you for loss or damage caused by movement of the land supporting the private home resulting from flowing surface water is insured);
- rise in damp or rise in the water table.

6.5.3.2. Loss or damage to:

- retaining walls;
- to gates and fences not constructed of stone, concrete, steel or bricks;

6.5.4. Earthquake.

6.5.5. Bursting or overflowing of pipes, oil-fired heating apparatus, water tanks or water heating apparatus (e.g., geysers).

However we do not compensate you for the following:

6.5.5.1. Leaking of non-pressurised pipes, oil-fired heating apparatus, water tanks or water heating apparatus.

6.5.5.2. blocked drains.

6.5.6. Loss of or damage to the private home caused by impact by:

6.5.6.1. Any aircraft or aerial devices (e.g. A hot-air balloon) or any object falling from them.

6.5.6.2. A vehicle crashing into the private home.

6.5.6.3. Falling trees or part of trees.

6.5.6.4. Animals.

6.5.7. Subsidence or landslip.

We compensate you for damage of your private home caused by gradual sinking of land (subsidence), ground heave (upward movement of the ground) or landslip of the land supporting your private home if shown in your schedule.

We do not compensate you for the following:

6.5.7.1. Loss or damage caused by or made worse by:

- faulty design, insufficient compacting of filling, poor construction;
- removal or weakening of support;
- structural alterations, additions or repairs;
- surface or subterranean excavations except those performed during mining operations;
- normal settlement, shrinkage or expansion;
- contraction, expansion or heave of clay and similar soil types due to its moisture or water content.

6.5.7.2. Loss of or damage to any of the following structures:

- drains or water courses;
- boundary walls, garden walls, screen- and retaining walls or fences;
- gates or gate posts;
- driveways or paving;
- swimming pools or swimming pool borders;
- tennis courts.

6.5.7.3 The cost of underpinning or piling the foundations.

If we reject your claim for subsidence, ground heave or landslip because we say that your claim is not covered by this insured event and you disagree with our rejection, you must prove that the damage is in fact covered under this insured event.

There is an excess in the schedule for this cover. This is the amount that you must pay before we will start compensating you.

6.5.8. Theft or attempted theft, but if the private home is not occupied, or is let or lent, there must be visible signs of forced entry or exit.

## 6.6. Extended covers

### **TV aerials, satellite dishes and masts, close circuit TV's and burglar alarms**

6.6.1. We compensate you for accidental loss, damage or collapse of fixed radio or TV aerials, satellite dishes, masts, close circuit TV's and burglar alarms.

Fixed glass, glass stove tops, oven doors and sanitaryware

6.6.2. We compensate you for accidental breakage of fixed glass and fixed sanitaryware (for example, toilets, sinks or baths).

6.6.3. We do not insure the following

6.6.3.1. Chipping or scratching or other surface damage.

6.6.3.2. Any of these items while they are not in the private home.

6.6.3.3. Any of these items during the time that your private home is unoccupied.

Water-pumping machinery

6.6.4. We compensate you for accidental loss or damage to fixed filtration plants or water-pumping machinery used domestically. We do not compensate you for loss or damage from wear and tear or to automatic pool cleaners.

6.6.5. We do not compensate you for more than the limit shown in the schedule.

Public supply or mains connections

6.6.6. We compensate you for accidental loss or damage to water, sewerage, gas, and electricity and telephone connections between the buildings and the public supply that belong to you or that you are responsible for.

#### Cover before property transfer

- 6.6.7. We compensate you for damage caused by an insured event to a private home you are in the process of buying. This cover is for the period between you signing a deed of sale and the transfer of the property into your name by the Deeds Office.
- 6.6.8. This cover is subject to the condition that you insure the property you buy on this policy.
- 6.6.9. This cover will not apply if the private home is insured by the seller or on the **seller's behalf**.

#### Alternative accommodation and rent

- 6.6.10. If the private home is not fit to live in because of loss or damage from an Insured event, we compensate you for either of the following:
  - 6.6.10.1. Rent that you lose.
  - 6.6.10.2. Alternative accommodation of similar value and location to the private home.
- 6.6.11. We do not compensate you for more than the limit of compensation shown in the schedule.
- 6.6.12. This cover is subject to the condition that we will decide when your private home is not fit to live in after loss or damage.

#### **Public authorities' requirements**

- 6.6.13. We compensate you for the reasonable costs of repairing or rebuilding your private home to meet the requirements of public authorities after a valid claim under this section.
- 6.6.14. We compensate you up to the limit shown in the schedule.
- 6.6.15. We do not compensate you for **public authorities' requirements**:
  - 6.6.15.1. That relate to defects in workmanship, design, planning or specifications.
  - 6.6.15.2. Of which you had received notice before the date of the claim.
  - 6.6.15.3. That relate to parts of your private home and outbuildings that are not lost or damaged because of an insured event.

#### Fire brigade charges

- 6.6.16. We compensate you for the reasonable costs that the fire brigade charges you for putting out or preventing a fire at the private home.
- 6.6.17. We compensate you up to the limit shown in the schedule.

#### Demolition and professional fees

- 6.6.18. If there is loss or damage to the private home caused by an Insured event, we compensate you for the necessary and reasonable costs of:
  - 6.6.18.1. Demolishing the private home.
  - 6.6.18.2. Clearing the site.
  - 6.6.18.3. Putting up hoardings needed during building operations.



6.6.18.4. Architects' fees, quantity surveyors' fees and consulting engineers' fees.

6.6.18.5. Local authorities' inspection fees.

6.6.19. We compensate you if you have our consent in writing to incur these costs.

6.6.20. We compensate you up to the limit shown in the schedule.

Employing a security guard

6.6.21. We compensate you for the reasonable cost of employing a security guard after loss or damage from an Insured event.

6.6.22. We compensate you up to the limit shown in the schedule.

Loss of water by leaking

6.6.23. We compensate you for the costs of water lost from leaking pipes in the private home or on its grounds, if you are responsible for paying these costs.

6.6.24. We only compensate you if the water reading is above the average of the previous 4 readings by 50% or more.

6.6.25. If you discover a leak – either by physical evidence or from an abnormally high water bill – you must immediately take steps to repair the pipes or we will not compensate you for the costs of the loss of water.

6.6.26. We do not compensate you for water lost from:

6.6.26.1. Leaking taps, geysers, or toilets.

6.6.26.2. Swimming pools or leaks in their inlet or outlet pipes.

6.6.26.3. Leaks that happen when the private residence is not occupied for more than 30 days.

6.6.27. We compensate you up to the limit shown in the schedule.

6.6.28. You can claim for a maximum of 2 separate incidents of this kind in each 12-month period.

Removing fallen trees

6.6.29. We compensate you for the reasonable cost of removing fallen trees from the private home following an Insured event. We only compensate you if you have our consent in writing.

6.6.30. We compensate you up to the limit shown in the schedule.

6.6.31. You can only claim once for this type of cover in each 12-month period.

Keys, locks and electronic security devices

6.6.32. We compensate you up to the limit shown in the schedule for reasonable costs to repair or replace lost or damaged:

6.6.32.1. Keys, including card keys.

6.6.32.2. Locks.

6.6.32.3. Remote controls.

6.6.33. We compensate you up to the limit shown in the schedule only if you own the private home and need the above devices for doors, windows, safes or alarms for that private home.

Damage by wild baboons or wild monkeys

- 6.6.34. We will compensate you up to the limit shown in the schedule for loss or damage to your private home caused by wild baboons or wild monkeys.

Loss or damage to the garden

- 6.6.35. We compensate you up to the limit shown in the schedule for the reasonable cost of replacing trees, shrubs, plants and sprinkler irrigation systems on the grounds of the private home. We compensate you only for loss or damage caused by:

6.6.35.1. Fire.

6.6.35.2. Fire fighting.

6.6.35.3. Explosion.

6.6.35.4. Impact by vehicles, aircraft, other aerial devices or other objects dropped from the air.

6.6.35.5. Malicious damage.

- 6.6.36. We do not compensate you if theft or attempted theft causes the loss or damage.

Special alterations to your private home

- 6.6.37. We will compensate you for the necessary and reasonable costs for special alterations to facilitate access to the private home.

6.6.38. These special alterations are as a result of an accident that causes bodily injury which leaves you permanently disabled and bound to a wheelchair.

6.6.39. You must have our permission in writing before you can incur these costs.

6.6.40. The maximum compensation limit is shown in the schedule.

## 6.7. Houseowners' Liability

What is insured under the Houseowners Liability section

- 6.7.1. We compensate you if you are held liable, as the owner of the private home for:

6.7.1.1. Accidental death of another person occurring in the period of insurance.

6.7.1.2. Accidental bodily injury or illness of another person occurring in the period of insurance.

6.7.1.3. Accidental loss of or damage to property belonging to another person occurring in the period of insurance.

Compensation

- 6.7.2. The compensation includes the following:

6.7.2.1. The amounts you are liable for.

6.7.2.2. Legal costs of the other person that you are liable for.

6.7.2.3. Costs that you incur to settle or defend the claim against you with our permission.

Limit of compensation

- 6.7.3. The compensation is limited to the amount shown in the schedule at the time of the loss, damage, bodily injury, illness or death. This amount applies to any single event or for a series of incidents that are the result of one event.

#### **What is not insured under the Houseowners' Liability**

Claims by certain people

- 6.7.4. We do not compensate for Liability claimed by any of the following people:
- 6.7.4.1. You or any member of your family who normally lives with you.
  - 6.7.4.2. Your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust).
  - 6.7.4.3. Your employees acting in the course of their employment with you at the time of the event.

Liability related to property owned by, looked after or controlled by certain people

- 6.7.5. We do not compensate for Liability related to loss of or damage to property owned by, looked after or under the control of any of the following people:
- 6.7.5.1. You or any member of your family who normally lives with you.
  - 6.7.5.2. Your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust).
  - 6.7.5.3. Your employees acting in the course of their employment with you at the time of the event.

Liability not related to your ownership of the private home

- 6.7.6. We do not compensate for Liability related to:
- 6.7.6.1. Your employment, business or profession.
  - 6.7.6.2. Your ownership or occupation of land or buildings other than the private home insured under this section.
  - 6.7.6.3. Aircraft, vehicles or watercraft that you or your domestic employees own, look after or control.

Liability related to support of property

- 6.7.7. We do not compensate for Liability related to the vibration, removal, weakening or interference with the support of any land, building or other property.

Liability arising from spread of fires

- 6.7.8. We do not compensate for any legal liability caused by fires spreading from your farm, plot or smallholding which you occupy as tenant or homeowner.

## 6.8. Optional covers

This cover is optional. Please refer to your schedule to see if you have it.

Accidental breakage to fixed machinery used in your home

- 6.8.1. We compensate you for accidental loss of or breakage including mechanical and electrical breakdown to fixed machinery that you use for domestic purposes at your private home situated at the address shown in the schedule.
- 6.8.2. The limit of compensation for any one event is the limit shown in the schedule.
- 6.8.3. There is an excess in the schedule for this cover. This is the amount that you must pay before we will start compensating you.
- 6.8.4. We do not compensate you for any of the following:
- 6.8.4.1. Loss or damage caused by:
- depreciation, rust, gradual causes, wear and tear;
  - faulty design or workmanship or using tools or equipment in an incorrect manner;
  - vermin including rodents, ants, moths or other insects and their larvae or vermin;
  - cleaning, repairing or renovating;
  - subsidence, landslip or the collapse of any building;
  - purposefully overloading the machine;
  - power surges.
- 6.8.4.2. Loss or damage caused to:
- geysers (including its fixed ancillary equipment);
  - solar geysers and solar geyser heating panels (including their fixed ancillary equipment like fixed battery packs and inverters);
  - solar panels and back-up power system/s (including their fixed ancillary equipment like fixed battery packs and inverters).
- 6.8.5. Loss or damage that is insured under a manufacturer's warranty or by a service contract.

Power surges

- 6.8.6. We compensate you for loss or damage to your private home situated at the risk address shown in the schedule that is caused by power surges from accidental changes in the power supply of a public supply authority.
- 6.8.7. However, we do not compensate you:
- 6.8.7.1. if the main electrical distribution board of the private home is not protected with a Type 2 surge protection device; and
- 6.8.7.2. if the solar power installation is not protected with a minimum of a Type 2 surge protection device; and
- 6.8.7.3. If the surge protection device is not maintained in a working order in the event of a valid claim.

Both of these devices must be installed by a qualified electrician in accordance with SANS 10142-1:2008 regulations.

- 6.8.8. A Type 2 surge protection device can prevent the spread of overvoltage in the electrical installations and protects equipment connected to it.
- 6.8.9. This cover is limited to the amount shown in the schedule for any single event or series of events that are the result of a single incident.
- 6.8.10. There is an excess in the schedule for this cover. This is the amount that you must pay before we will start compensating you.

## 6.9. What we do not insure

Loss or damage caused by:

- 6.9.1. Wear and tear.
- 6.9.2. Any cause that happens over a period of time like rust, mildew, corrosion or decay.
- 6.9.3. Roots or weeds.
- 6.9.4. Vermin, insects or infestation by any other pests.
- 6.9.5. Depreciation or any other gradually operating cause.
- 6.9.6. The action of light or climatic conditions.

If you do not maintain your private home

- 6.9.7. We do not compensate you for any loss or damage caused by the private home not being maintained.

Leaving your private home unoccupied without our consent

- 6.9.8. You must tell us if you intend leaving your private home unoccupied for more than 60 consecutive days in any 12-month period so that we can adjust your premium or change your terms, conditions and exclusions. If you do not tell us, we will not compensate you for any loss or damage while the private home is unoccupied.

When you do building alterations to your private home

- 6.9.9. When you do structural building alterations, and there is loss, damage or Liability caused by the structural building alterations, we do not compensate you for:
  - 6.9.9.1. Glass and sanitaryware (for example, toilets, sinks and baths).
  - 6.9.9.2. Alternative accommodation and rent.
  - 6.9.9.3. Houseowners liability.

Ensure compliance with building laws and regulations

- 6.9.10. We do not compensate you for loss or damage as a result of your private home not complying with the National Building Regulations or any other laws or regulations that apply to building standards or maintenance.

Faulty design workmanship or repair

- 6.9.11. We do not compensate you for any loss or damage caused by or made worse by faulty design, defective workmanship or defective repair to your private home.

If you have solar panels installed on the building/outbuilding roofed with thatch

6.9.12. We do not compensate you for any loss or damage to your private home if your solar installation system is fitted to a thatch roof.

6.9.13. Provided that the loss or damage is caused by the solar installation.

If your roof structure is not capable of bearing the weight of the solar installation system

6.9.14. We do not cover loss or damage to solar system installation where the roof structure was not capable of bearing the additional weight of the installation.

## 6.10. Compensation

How we compensate you

6.10.1. We compensate you for loss of or damage to the private home by one or a combination of the following:

6.10.1.1. Paying the costs of the loss or damage.

6.10.1.2. Replacing whatever is lost or damaged.

6.10.1.3. Repairing whatever is damaged.

6.10.2. You must get our approval before doing any repairs or replacements. If you do not get our approval, we may reject your claim.

6.10.3. We base the compensation on the replacement value of similar new property at the time of the loss or damage. The limit of compensation is the amount shown in the schedule and must include demolition and professional fees.

### **We look after the credit provider's rights**

6.10.4. If you have a home loan or bond registered over the private home and you claim for loss or damage, we compensate the credit provider first.

6.10.5. Compensation is limited to the amount that you owe on your home loan.

An example:

James buys a house for R1 000 000 and borrows money to pay for it. The credit provider registers a home loan over the buildings for the full value. James buys insurance for the full value. James has paid back R400 000 to the credit provider when his house is destroyed in a fire. James claims from his insurance. We compensate the credit provider for R600 000 and we compensate James R400 000 for the damage, less any excess.

6.10.6. If you act or omit to act in a way that leads to the rejection of your claim for loss or damage, we will still compensate the credit provider if the:

6.10.6.1. The credit provider did not know that you acted in a way that made this insurance invalid.

6.10.6.2. The credit provider tells us of the act or omission as soon as it becomes aware of it; and

6.10.6.3. The rejection of the claim was not due to fraud, dishonesty, misrepresentation or any event deliberately caused by you or any person colluding with you.

Make sure you are not under-insured for your private home

6.10.7. It is your responsibility to insure your private home for the replacement value. The replacement value means:

6.10.7.1. The cost to repair or rebuild the private home at the time of the loss or damage with new materials; and

6.10.7.2. The cost of demolition and professional fees.

6.10.8. If, at the time of loss or damage, the replacement value is more than the insured amount, we will not compensate you for the full amount of your claim. We calculate the difference between the replacement value and the insured amount and apply this proportionately to your claim. You are responsible for the difference.

An example:

The replacement value of your private home is R1 000 000. You insure it for R750 000 (ie, there is a limit of compensation of R750 000). You have only insured it for 75% of its value.

There is R500 000 damage to the private home. We will pay 75% of the damage, which is R375 000, less the excess. You are responsible for the difference of R125 000.

Matching building materials

6.10.9. We do not have a duty to repair the private home to precisely match its previous state.

6.10.10. We will repair it as close as circumstances reasonably allow.

6.10.11. Where we cannot match it exactly, we will use materials that, in our opinion, match the damaged or lost materials as closely as possible.

6.10.12. We will only do this to the part of the structure where the loss or damage has occurred. We will not pay for matching building materials to create a uniform effect throughout your private home.

Compliance certificates

6.10.13. It is a requirement that solar panels and gas installations must be installed and serviced by an accredited service provider.

6.10.14. You must send us the Certificate of compliance from the accredited installer at installation stage or at the start date or renewal date of your policy.

6.10.15. We do not compensate you for loss or damage or any injury caused by the solar panels and gas installations if not installed by an accredited service provider.

Excess

6.10.16. There is an excess in the schedule for Houseowners insurance. This is the amount that you must pay before we will start compensating you.

Countries where you are insured under this section

6.10.17. Compensation under this section applies to the Republic of South Africa only.

## 6.11. Special conditions

### Security measures

#### Burglar bars

- 6.11.1. If the schedule states that you have burglar bars on all opening windows, we compensate you for theft or attempted theft only if at the time of the theft or attempted theft the burglar bars are fitted.

#### Tenants' behaviour

- 6.11.2. If a tenant living in the private home acts in a way that would make this policy invalid, we still compensate you if:
- 6.11.2.1. You did not know of or agree to the tenant's action or omission; and
  - 6.11.2.2. You tell us about the action or omission as soon as you find out about it; and
  - 6.11.2.3. The rejection of the claim was not due to fraud, dishonesty, misrepresentation or any event deliberately caused by you or any person colluding with you.

#### Increase due to inflation

- 6.11.3. We increase the limit of compensation under your Contents section each year on the renewal of your policy by a percentage to cater for the effect of inflation. This means that your premiums may also increase.
- 6.11.4. The percentage increase is shown in the schedule.
- 6.11.5. It remains your responsibility to make sure that the limits of compensation are sufficient to cover the value of all the insured items under this section.

#### Surveys

- 6.11.6. We may ask a surveyor to survey your private home at any time.
- 6.11.7. Based on the outcome of this survey, we may immediately do one of the following:
- 6.11.7.1. Change the terms, conditions and exclusions of your insurance.
  - 6.11.7.2. Cancel your insurance.
  - 6.11.7.3. Treat your policy as null and void.

#### Claim free group

- 6.11.8. A claim free group applies as shown in your schedule.
- 6.11.9. If you have not claimed during the 12 months before the anniversary date of your policy, you earn a discount on your premium according to our scale of premiums.
- 6.11.10. If any claims have been paid during the 12 months before the anniversary date of your policy, we will adjust your premium according to our scale of premiums.
- 6.11.11. Only claims made against loss or damage by an Insured event will affect the claim free group.



## 7. Personal Accident Section

### 7.1. Definitions in this section

accident	means an event that is external to the body that you could not avoid, that you did not intend and that you could not have expected or foreseen.
beneficiary	means the person you choose and whose name appears on the schedule to receive compensation if you die.
bodily injury	means a physical injury to the body caused by an accidental, violent, visible and external event.
child / children	means: <ul style="list-style-type: none"><li>• your biological child or the biological child of your spouse, who is under the age of 19 years;</li><li>• your or your spouse's stepchild, legally adopted child, or adopted child in terms of customary or religious adoption practices of the people of South Africa, who is under the age of 19 years;</li><li>• your child or the child of your spouse of any age, who is permanently mentally or physically disabled and financially dependent on you;</li><li>• your child or the child of your spouse, who is under the age of 25 years and who is a full-time student at a tertiary institution registered in terms of legislation in South Africa or approved in writing by us.</li></ul>
death	means death resulting from an external violent and intentional use of physical force or power, threatened or actual, against oneself or death resulting from a motor vehicle accident.
permanent disablement	means a bodily injury caused by an accident as a result of which you become permanently and totally unable to perform your usual job or any other career suited to your education, knowledge, training, or experience.
phalanx	means a bone that forms the fingers and toes. the plural is phalanges.
repatriation	means to bring your body back to the republic of South Africa if you die from an accident while you are outside South Africa.
temporary disability	means a bodily injury caused by an accident, which prevents you from doing your normal occupation and which lasts for longer than seven consecutive days up to a maximum of 104 weeks.

you	means the policyholder and other people named in the schedule.
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## 7.2. Who we insure

- 7.2.1. We only give compensation for death, permanent disability and temporary disability for the following people, if they are named in the schedule:
  - 7.2.1.1. The policyholder.
  - 7.2.1.2. The policyholder's spouse.
  - 7.2.1.3. The parents of both the policyholder and the policyholder's spouse.
  - 7.2.1.4. The policyholder's or spouse's children.
  - 7.2.1.5. The policyholder and the policyholder's spouse's full time domestic staff.

## 7.3. What we insure

- 7.3.1. We give compensation up to the amount shown in the schedule for accidental death.
- 7.3.2. Limits of compensation for death of children.
- 7.3.3. The law limits compensation for accidental death of children. Limits for the compensation are shown in the schedule.

## 7.4. Types of cover

Please refer to your schedule to see what type of cover you have.

Full cover

- 7.4.1. If you have full cover, we will compensate you after any accident Full cover.

Motor Vehicle Accidents

- 7.4.2. If you have motor vehicle accident cover we will compensate you after a motor vehicle accident only Limited cover.

## 7.5. Extended covers

If you disappear

- 7.5.1. If you disappear we give compensation as if you had died, if both of the following occurs:
  - 7.5.1.1. We receive a copy of the court order of Presumption of Death.
  - 7.5.1.2. We have no reason to believe that any event other than an accident took place.
- 7.5.2. If, any time after we have paid the claim, you are found alive, you must repay all compensation to us.

Exposure to the elements, thirst and starvation

- 7.5.3. We compensate if your death or bodily injury is caused by exposure to the elements, thirst or starvation after an accident.

## Repatriation costs

- 7.5.4. Repatriation means to bring your body back to South Africa if you die from an accident while you are outside South Africa. We compensate you, your beneficiary or your estate with the reasonable costs up to the limit shown in the schedule to return your body to South Africa.

## Double compensation

- 7.5.5. If the policyholder and their spouse die within 12 months of the accident and their deaths are caused by the same accident, we give double compensation for death. We only compensate if all these conditions are met:
- 7.5.5.1. you have chosen insurance for Death, Permanent Disability and temporary disability.
  - 7.5.5.2. You have surviving children under the age of 18 years who are dependent on you and your spouse.
  - 7.5.5.3. You, your spouse and your children are all members of the same household at the time of the accident.

## 7.6. Optional covers under this section

These covers are optional. Please refer to your schedule to see if you have it.

### Permanent disability

- 7.6.1. Your accidental permanent disability is compensated in accordance with the following scale of benefits:

Description of accidental permanent disability	Percentage of limit of compensation showing in the schedule
Loss of four fingers:	70%
Loss of thumb: <ul style="list-style-type: none"><li>• Both phalanges</li><li>• One phalanx</li></ul>	25% 10%
Loss of index finger: <ul style="list-style-type: none"><li>• Three phalanges</li><li>• Two phalanges</li><li>• One phalanx</li></ul>	10% 8% 4%
Loss of middle finger: <ul style="list-style-type: none"><li>• Three phalanges</li><li>• Two phalanges</li><li>• One phalanx</li></ul>	6% 4% 2%
Loss of ring finger: <ul style="list-style-type: none"><li>• Three phalanges</li><li>• Two phalanges</li><li>• One phalanx</li></ul>	5% 4% 2%

Description of accidental permanent disability	Percentage of limit of compensation showing in the schedule
Loss of little finger: <ul style="list-style-type: none"> <li>• Three phalanges</li> <li>• Two phalanges</li> <li>• One phalanx</li> </ul>	4% 3% 2%
Loss of metacarpal: <ul style="list-style-type: none"> <li>• First or second (additional)</li> <li>• Third, fourth or fifth (additional)</li> </ul>	3% 2%
Loss of toes: <ul style="list-style-type: none"> <li>• All on one foot</li> <li>• Big toe, both phalanges</li> <li>• Big toe, one phalanx</li> <li>• All toes other than the big toe, if more than one toe is lost</li> </ul>	30% 5% 2% 1% for each toe lost
Loss of sight: <ul style="list-style-type: none"> <li>• One or both eyes</li> <li>• One eye, except perception of light</li> </ul>	100% 75%
Loss of speech	100%
Loss of hearing: <ul style="list-style-type: none"> <li>• Both ears</li> <li>• One ear</li> </ul>	100% 25%
Loss by physical separation at or above the wrist or ankle of one or more limbs, or permanent and complete loss of use of a limb	100%
Injuries resulting in total paralysis, permanent disability or in being permanently bedridden	100%

7.6.2. If your accidental permanent disability does not appear in this table, we will apply a percentage of disability to your injury that is consistent with the percentages in the table.

7.6.3. Burns

7.6.3.1. We cover your accidental permanent disability caused by burns, **depending on the percentage of your body's surface area that is disfigured from burns.** Permanent loss of use of a part of your body will be treated as loss of that part.

7.6.3.2. This cover is limited to the amount shown in the schedule.

7.6.3.3. This cover is subject to the following conditions:

- if the percentage disfigurement for burns is less than 100% of the surface area, we will apply a percentage to the compensation that is consistent with the actual disfigurement you suffer.
- we will only make payment once the permanent effect of medical or surgical treatment for your burns has been established.

7.6.3.4. We do not cover your burns if less than 10% of the surface area is affected.

#### Temporary disability

7.6.4. We will compensate you if you are temporarily disabled due to an accident.

7.6.5. This cover is limited to the amount shown in the schedule for each week of your temporary disability.

7.6.6. We will not pay your temporary disability:

7.6.2.1 For longer than 104 weeks.

7.6.2.2 If we consider you medically fit or able to return to your usual business or occupation.

## 7.7. What we do not insure

#### Pre-existing medical conditions

7.7.1. We do not compensate you for death, bodily injury or disability caused by a medical condition that existed before the person was first added to this section.

#### Taking part in certain activities

7.7.2. We do not compensate you for any claim under this section caused by:

7.7.2.1. Any sport as a professional.

7.7.2.2. Extreme activities such as paragliding, skydiving, hang-gliding, off-road motorcycling, quad-biking or free climbing.

7.7.2.3. Wrestling, boxing or martial arts.

7.7.2.4. Racing, speed or endurance events on or in power-driven vehicles or craft.

7.7.2.5. Flying, other than as a passenger in a legally licensed passenger-carrying aircraft.

7.7.2.6. Mountaineering where the use of ropes or a guide is necessary; or

7.7.2.7. Digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives.

#### Accidents related to alcohol or drug use

7.7.3. We do not compensate you for death, disability or bodily injury that results from you:

7.7.3.1. Being under the influence of alcohol or drugs; or

7.7.3.2. Having a blood-alcohol level over the legal limit.

- 7.7.4. If your alcohol level is above the legal limit, we will consider you are under the influence of alcohol.
- 7.7.5. This exclusion will not apply if a qualified medical practitioner prescribes the drugs for you and you take them in the way they are prescribed.

#### Intentional misconduct

- 7.7.6. We do not compensate you for death, disability or bodily injury resulting from your intentional misconduct such as when you provoke an assault, break any law or disturb the peace.

#### Death or bodily injury that you deliberately cause

- 7.7.7. We do not compensate you for death, disability or bodily injury that you cause by suicide, attempted suicide, intentional self-injury or exposure to danger.

#### Military or other service

- 7.7.8. We do not compensate you for any claim under this section resulting from your service in the military, naval, police or air service of any country.

#### Participation in riot, civil commotion or act of terrorism

- 7.7.9. We do not compensate you if you participate in any riot, civil commotion or act of terrorism.

## 7.8. Compensation

#### How we will compensate you

- 7.8.1. In the event of your accidental death, we will pay your beneficiary or your estate.
- 7.8.2. In the event of your accidental permanent disability or temporary disability, we will pay you.
- 7.8.3. Temporary disability payments will be made to you at intervals, if the attending medical practitioner gives us a satisfactory medical report at the time of the temporary disability.

#### Limits of compensation

- 7.8.4. If we pay the full limit of compensation for either accidental death or accidental permanent disability, this section of the policy will end immediately and you cannot make any further claims under it.
- 7.8.5. We will only pay up to the limit of compensation for accidental permanent disability caused by one accident. The total we pay for accidental permanent disability for any one accident will not be more than 100% of the permanent disability maximum limit of compensation.
- 7.8.6. We will only pay you for either accidental death or accidental permanent disability caused by the same accident.
- 7.8.7. We will only pay you for either accidental permanent disability or temporary disability caused by the same accident. If we pay you for temporary disability and then you claim for accidental permanent disability, we may deduct the amount that we paid out for temporary disability from the payment for accidental permanent disability.

Compensation limits for death of a child

7.8.8. The law limits compensation for Death (Type A) for children. Limits for the compensation are shown in the schedule.

Countries where you are insured under this section

7.8.9. Compensation under this section is world-wide.

## 7.9. Special conditions

Death or disability must happen within 24 months of the accident

7.9.1. Your death or disability must take place within 24 months of the accident that caused the bodily injury.

7.9.2. For death, the 24-month period does not include the time that you are kept alive by life support equipment if you are on the equipment for more than 3 consecutive days. If the life support equipment is used for less than 3 consecutive days, the 24-month period is not delayed.

You must give us certain information

7.9.3. You must give us immediate notice if:

7.9.3.1. You have any physical medical condition which affects you.

7.9.3.2. you change your occupation to a more dangerous occupation.

You must get proper medical care

7.9.4. If you have any physical injury that might result in a claim, you must get medical care within a reasonable time.

7.9.5. We do not compensate you for a death or disability that has been affected in any way by you not having any medical treatment that we believe you should have had.

You must agree to medical examinations

7.9.6. In the event of a claim you must attend medical examinations as often as we ask you to. We are responsible for the cost of these examinations and any reasonable expenses related to it.

7.9.7. Temporary disability payments will be made to you at intervals, if the attending Medical Practitioner gives us a satisfactory medical report at the time of the temporary disability.

## 8. All Risks Section – insurance for personal belongings

### 8.1. Definitions in this section

general items	means: <ul style="list-style-type: none"><li>• your clothing and personal items that a person would normally wear or carry;</li><li>• your personal sporting gear that a person participating in sport would normally wear or use;</li><li>• household items, including groceries that you are transporting to or from any place of purchase, repair or renovation.</li></ul>
insured items	means general and specified items.
money	means bank notes, coins that are not part of a collection, cheques, postal orders, bank drafts, travel tickets, traveller's cheques, postage stamps, saving stamps, certificates, premium bonds and other negotiable instruments. money does not include bullion.
permanent fittings of a caravan or trailer	means items that were fitted by the manufacturer of the caravan or trailer.
specified items	means any item specifically insured under this section and shown in the schedule.
unattended	means that you are not with your insured property and you left no person in charge of it with the express instruction to look after the property.
you	means the policyholder, the co-policyholder named in the schedule and members of the policyholder's family who live with them.

### 8.2. Who we insure

8.2.1. Under this section, we insure:

8.2.1.1. The policyholder.

8.2.1.2. **Members of the policyholder's family who live with them and who are named on the schedule.**

### 8.3. What we insure

We compensate you for accidental loss of or damage to:

General items

8.3.1. Compensation is limited to the amount shown in the schedule for any one incident and to 25% of the limit of compensation for any one item.



8.3.2. However, we do not compensate you for any of the following items under general items:

- 8.3.2.1. Mobile communication devices, e.g., cellular phones.
- 8.3.2.2. Car radios or sound systems.
- 8.3.2.3. Pedal cycles, surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurfers or sailboards.
- 8.3.2.4. Tools.
- 8.3.2.5. Stamp- or coin collections.
- 8.3.2.6. Money or documents.
- 8.3.2.7. Guns or firearms.
- 8.3.2.8. Contents of caravans or trailers.

Items that must be specified

8.3.3. We compensate you for items that are specified in the schedule, such as:

8.3.3.1. Pedal cycle

- We compensate you for loss of or damage to your specified pedal cycles. This cover includes the ancillary equipment that comes with your pedal cycles.
- Compensation is limited to the amount shown in the schedule.

8.3.3.2. Contents of caravans or trailers

- We compensate you for loss of or damage to your specified or unspecified contents of caravans or trailers while it is in the caravan or trailer or inside a tent attached to the caravan or trailer.
- Compensation is limited to the amount shown in the schedule. The maximum we will pay for any one item of contents of caravans or trailers is also shown in the schedule.
- However, we do not compensate you for the following:
  - loss or damage caused by theft while the caravan or trailer and their attached tents are unoccupied, unless there are visible signs of forced entry into or exit from the caravan, trailer or tent;
  - loss of or damage to permanent fittings;
  - loss or damage caused by fraud or dishonesty by a person who has borrowed or hired the caravan or trailer;
  - stamp or coin collections, furs, jewellery, watches or any item more specifically insured.

8.3.3.3. Contact lenses / spectacles

- We compensate you for loss of or damage to your specified contact lenses, spectacles or sunglasses.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.4. Jewellery / wristwatches

- We compensate you for loss of or damage to your specified jewellery or wristwatches.
- Compensation is limited to the amount shown in the schedule.
- This cover is subject to the condition that you must give us a professional valuation certificate for all specified jewellery and watches. This valuation certificate must be dated before the date of the loss or damage.
- If you do not have a valuation certificate, your compensation will be limited to the amount shown in the schedule.

#### 8.3.3.5. Car sound equipment

- We compensate you for loss of or damage to your specified car sound equipment.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.6. Cellular phones / pagers / car phones

- We compensate you for loss of or damage to your specified cellular phones, pagers or car phones. This cover includes the ancillary equipment that comes with these mobile communication devices.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.7. Specified clothing / personal effects

- We compensate you for loss of or damage to your specified clothing and personal effects.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.8. Collectables / antiques / works of art

- We compensate you for loss of or damage to your specified collections. Examples of collections are stamp or coin collections, antiques, artwork and Persian carpets.
- Compensation is limited to the limit of compensation shown in the schedule for the total collection.
- The maximum we will pay for any one stamp or coin is also shown in the schedule.
- This cover is subject to the condition that loss of or damage to stamp collections is only covered if one or more complete pages of the collection is lost or damaged.
- We do not compensate you for any current, valid coins under your specified coin collections.

#### 8.3.3.9. Electrical items / household goods

- We compensate you for loss of or damage to your specified electrical equipment and household goods.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.10. Photographic / video equipment

- We compensate you for loss of or damage to your specified photographic or video equipment. This cover includes the ancillary equipment that comes with your photographic equipment.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.11. Portable / hand-held electronic items

- We compensate you for loss of or damage to your specified portable or hand-held electronic equipment. This cover includes the ancillary equipment that comes with your electronic equipment.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.12. Sport / recreational equipment

- We compensate you for loss of or damage to your specified sport or recreational equipment. This cover includes the ancillary equipment that comes with your sport or recreational equipment.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.13. Tools / hand tools

- We compensate you for loss of or damage to your specified tools or hand-held tools. This cover includes the ancillary equipment that comes with your tools or hand-held tools.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.14. Wheelchairs / lawnmowers / motorised items

- We compensate you for loss of or damage to your specified wheelchairs, lawnmowers or other motorised items.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.15. Baby prams and car seats / baby accessories

- We compensate you for loss or damage to your specified baby prams, car seats or other baby accessories.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.16. Loss of money and/or documents

- We compensate you for loss of or damage to your specified money or documents.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.17. Zippy-nippy / kiddie's cycles

- We compensate you for loss of or damage to your specified zippy-nippy or children's bicycles.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.18. Firearms

- We compensate you for loss of or damage to your specified firearms. This cover includes the ancillary equipment that comes with your firearms.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.19. Musical instruments

- We compensate you for loss of or damage to your specified musical instruments.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.20. Essential medical equipment

- We compensate you for loss of or damage to your specified medical equipment.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.21. CD- and DVD collections

- We compensate you for loss of or damage to your specified CD- or DVD collections.
- Compensation is limited to the limit of compensation shown in the schedule for the total collection.
- The maximum we will pay for any one CD or DVD is also shown in the schedule.

#### 8.3.3.22. Artificial limb(s) and replacement

- We compensate you for loss of or damage to your specified artificial limbs.
- Compensation is limited to the amount shown in the schedule.

#### 8.3.3.23. Drones

- We compensate you for loss of or damage to your specified drones.
- Compensation is limited to the amount shown in the schedule.
- However, we do not compensate you for the following:
  - loss or damage while it is in use;
  - drones that are governed by the South African civil aviation authority and are used for commercial purposes;
  - any liability.

## 8.4. Extended covers

Remote jamming or blocking and /or items stolen from attended vehicles

8.4.1. We will only compensate you for loose items stolen from an unattended vehicle if:

8.4.1.1. The insured items are in the locked boot, cubby-hole or under retractable or removable boot covers of the vehicle.

- 8.4.1.2. The vehicle windows must be closed.
- 8.4.1.3. There are visible signs of forced entry into the vehicle.
- 8.4.1.4. You must have locked the vehicle when leaving it unattended.
- 8.4.2. We compensate you as follows:
  - 8.4.2.1. The compensation limit shown in the schedule for specified items; and/or
  - 8.4.2.2. 25% of the compensation limit for unspecified items.
- 8.4.3. The maximum we will pay is the compensation limit shown in the schedule for each and every item.
- 8.4.4. There is an excess in the schedule for this cover. This is the amount that you must pay before we will start compensating you.
- 8.4.5. However, we do cover items stolen from an unattended vehicle even if there are no visible signs of forced entry into the vehicle, if we suspect that access was gained to the vehicle by remote jamming or blocking.
- 8.4.6. This cover is subject to the following conditions:
  - 8.4.6.1. The insured item/s must be specified in the schedule; and/or
  - 8.4.6.2. The vehicle windows must be closed; and
  - 8.4.6.3. The insured items are in the locked boot, cubby-hole or under retractable or removable boot covers of the vehicle; and
  - 8.4.6.4. You must have locked the vehicle when leaving it unattended.
- 8.4.7. However, this does not apply to baby or toddler car seats.
- 8.4.8. The maximum limit we will pay for remote jamming/blocking is also shown in the schedule for each and every event.
- 8.4.9. There is an excess in the schedule for remote jamming that you must pay before we will start compensating you.

## 8.5. What we do not insure

Items that we do not insure under this section

Vehicles, aircraft and watercraft

- 8.5.1. We do not compensate you for:
  - 8.5.1.1. Motor vehicles and accessories (other than specified car radios and sound systems).
  - 8.5.1.2. Trailers and caravans.
  - 8.5.1.3. Hang gliders.
  - 8.5.1.4. Aircraft.
  - 8.5.1.5. Watercraft and their accessories.

Items more specifically insured

- 8.5.2. We will not compensate you under General item for any item that is specified or insured elsewhere.

## Computers

- 8.5.3. We do not compensate you for any computer equipment or accessories such as laptops, palmtops, notepads, iPads, tablets and desktop computers.

## Loss or damage that we do not insure

### Wear and Tear, depreciation and deterioration

- 8.5.4. We do not compensate you for gradual causes such as wear and tear, rust, mildew, corrosion, decay, depreciation and deterioration.

## Unset gems

- 8.5.5. We do not cover any loss of or damage to unset gems.

## Pairs and sets

- 8.5.6. We do not compensate you for any additional, special value that an item has because it is part of a pair or set. We only compensate you for the proportionate value of the part of the set that is lost or damaged.

## Electronic data

- 8.5.7. We do not compensate you for the cost of reproducing sounds, data and images that are lost from tapes, records, films, magnetic media or any other electronic media.

## Cleaning, dyeing, renovating and repairing

- 8.5.8. We do not compensate you for damage caused by cleaning, dyeing, renovating or repairing.

## Confiscation and detention

- 8.5.9. We do not compensate you for loss or damage to items that are confiscated or detained by a process of law.

## Professional and commercial use

- 8.5.10. We do not compensate you for loss of or damage to any item used for professional or commercial purposes-, Example of such items would include the photographic equipment used by a professional photographer or the tools used by a professional handyman.

## Electrical and mechanical breakdown

- 8.5.11. We do not compensate you for electronic or electrical and mechanical breakdown breakages or failure.

## The action of light or climatic conditions

- 8.5.12. We do not compensate you for damage caused by the action of light or climatic conditions.

## **Manufacturer's purchase** agreement, guarantee or service contracts

- 8.5.13. We do not compensate you for loss or damage or breakage covered by a **manufacturer's purchase agreement, guarantee or service contract.**

## 8.6. Compensation

### How we compensate you

- 8.6.1. We can choose one or more of the following ways to compensate you:

- 8.6.1.1. Paying the costs of the loss or damage.
- 8.6.1.2. Replacing whatever is lost or damaged.
- 8.6.1.3. Repairing whatever is damaged.
- 8.6.2. You must get our approval before doing any repairs or replacements. If you do not get our approval, we may reject your claim.
- 8.6.3. We base the compensation on the replacement value of similar new items at the time of the loss or damage.

#### Limit of compensation

- 8.6.4. For General item:
  - 8.6.4.1. For any one item we only compensate you up to 25% of the total limit of compensation for the General item.
  - 8.6.4.2. For the whole claim, we compensate you up to the limit shown in the schedule.
- 8.6.5. For Specified items:
  - 8.6.5.1. We compensate you up to the limit shown in the schedule for specified items.

#### Excess

- 8.6.6. There is an excess in the schedule for this section. This is the amount that you must pay before we compensate you.

## 8.7. Special conditions

#### You must give proof of ownership

- 8.7.1. You must give us acceptable proof that you own an item, or acceptable proof of its value, if we ask for it.

#### You must give proof of valuation of jewellery and watches

- 8.7.2. You must give us a professional valuation certificate for all insured jewellery and watches. This valuation must be done before the loss. If you do not have this certificate, your claim will be limited to the limit shown in the schedule.

#### For items in a bank safety deposit box or recognised private vault

- 8.7.3. If your specified items are shown in the schedule as kept in a bank safety deposit box or recognised private vault, we only cover those items if they are in the safety deposit box or private vault at the time of the loss or damage.
- 8.7.4. If you remove the item from the bank safety deposit box or private vault, you must notify us, insure the item as an ordinary specified item and pay any additional premium due.

#### Make sure you are not under-insured

- 8.7.5. It is your responsibility to insure your items for the replacement value.

#### Increase due to inflation

- 8.7.6. We increase the General items limits of compensation under your All Risks section each year on the renewal of your policy by a percentage to cater for the effect of inflation. This means that your premiums may also increase.
- 8.7.7. The percentage increase is shown in the schedule.

Countries where you are insured under this section

8.6.15. Compensation under this section is world-wide.



## 9. Motor Section

### 9.1. Definitions in this section

agreed value	means the value you and we agree at which to insure your vehicle and its factory-fitted accessories.
car	means a private motor car.
caravan or trailer	means a caravan or trailer, which is not self-propelled, including its permanent fittings.
code 3 / built up vehicle	means a new or used vehicle that has been declared permanently unfit for use, usually because the vehicle: <ul style="list-style-type: none"><li>• was involved in an incident and declared unfit for use as a vehicle;</li><li>• is damaged to an extent which includes structural defects and requires substantial rebuilding;</li><li>• was stolen.</li></ul>
credit shortfall	means the difference between the total amount you owe a registered credit provider under a financing agreement in terms of the national credit act, act 34 of 2005, and the value of the vehicle shown in the schedule.
excess	means the first amount you must pay before we settle a claim.
factory fitted vehicle accessories	means vehicle accessories that are fitted during production of the vehicle and are included in the manufacturer's standard specification of the particular vehicle model. these accessories are fitted before any optional extras or additions that the original buyer may request from the manufacturer before purchasing the vehicle.
golf car	means a motorised or battery-operated vehicle designed for transport on a golf course.
light delivery vehicle	means a light delivery vehicle (including 4x4 or 4x2 vehicles) with a gross mass of 3 500 kg or less.
motorcycle	means a standard road two- or three-wheel motorcycle, a motor scooter (with or without a side car), a three- or four-wheel motorised vehicle (for example a quad bike or all-terrain vehicle).
named driver	means the person named in the schedule who is authorised to drive the vehicle and is noted on your schedule as the named driver. There can be up to two named drivers shown in the schedule.

non-factory fitted vehicle accessories	means vehicle accessories that can be added during <b>the time of purchase, or after the vehicle's purchase.</b> these include enhancements, optional extras and/or any additional accessories. these accessories generally increase the value of the vehicle. they must be insured separately and will be shown in your policy schedule.
replacement vehicle	means any vehicle from categories A – C below (types of vehicles we insure). it includes vehicles that you hire, lease or temporarily use as a replacement for the insured vehicle while the insured vehicle is in for a service or mechanical or electrical repairs by the motor trade.
retail value	means the price at which a car dealer sells a vehicle with its factory-fitted accessories and as published in a recognised and current motor trade publication or database.
recreational tractor	means a self-propelled, recreational tractor or lawn mower, which is used for domestic or recreational purposes (for example mowing the lawn at your private home).
regular driver	means you or the person who has your permission to drive the vehicle. This is the person who drives the vehicle most frequently and is noted on your schedule as the regular driver.
total loss	means that your vehicle is written off or stolen.
vehicle	means the insured vehicle listed in the schedule or the replacement vehicle, as relevant. it includes the factory fitted accessories and spare parts when they are in or on the vehicle.
vehicle accessories	means items which are fitted to your vehicle in such a way that they cannot be removed without the use of a tool or tools without being damaged.
written off	means your vehicle is damaged and, in our opinion, is not economical to repair.
you	means the policyholder(s) including your spouse/partner and co-policyholder named in the schedule. This includes any person who has your permission or is authorised to drive the vehicle.

## 9.2. Who we insure

- 9.2.1. The following people are insured:
  - 9.2.1.1. The policyholder.
  - 9.2.1.2. The regular drivers named in the schedule.
  - 9.2.1.3. People driving your vehicle with your permission.

## 9.3. What we insure

- 9.3.1. We insure the vehicle listed in the schedule or any replacement vehicle.
- 9.3.2. The maximum compensation we give for a replacement vehicle is not more than the retail value of the insured vehicle on your policy.

Types of vehicle we insure:

Category	Type of vehicle	Description
A	Cars	private motor cars
B	Light Delivery Vehicles (LDV's)	with gross mass of 3 500 kg or less
C	4 X 4 and 4 X 2 vehicles	a 4 X 4 or 4 X 2 vehicle of not more than 3 500 kg gross vehicle mass
D	Motorcycles and related vehicles	motor cycles (standard road two and three wheeler motorcycles) motor scooters (with or without a side car) three- and four-wheeled motorised vehicles (quad bikes, off-road scramblers, all-terrain vehicles)
E	Caravans and trailers	a caravan or trailer, including its permanent fittings. The caravan or trailer must not be self-propelled
F	Golf cars	a motorised or battery-operated car designed for transport on a golf course
G	Recreational tractors	a self-propelled tractor or lawn mower used for domestic or recreational purposes (for example, mowing the lawn at your private home or launching a watercraft)

## 9.4. Types of vehicle use

- 9.4.1. When you insure the vehicle, you choose the description of use for the vehicle. You may only use the vehicle for the purpose in the description you chose and as shown in the schedule.
- 9.4.2. If you use the vehicle for other purposes, we will not accept any claims. If you change the purpose of use of the vehicle, you must inform us immediately.
  - 9.4.2.1. Domestic use

If the schedule shows that your vehicle is used for domestic purposes, you may use it for social and private travel, travel to and from work, as well as travel for professional or occupation purposes once a week. If you use your vehicle for business or occupation more than once a week, it cannot be covered under Domestic class of use.

#### 9.4.2.2. Business use

If the schedule shows that your vehicle is used for business purposes, you may use it for social and private travel, travel to and from work, as well as travel for administrative professional or occupational purposes. If you use the vehicle for trade, transport or any other commercial purpose, it cannot be covered under this policy and you must take out commercial cover for the vehicle.

#### 9.4.3. We do not insure the following types of use:

9.4.3.1. Commercial travelling (for example, couriers).

9.4.3.2. Carrying fare-paying passengers.

9.4.3.3. Giving lifts to passengers for profit (for example, a vehicle-sharing agreement).

9.4.3.4. Carrying goods for trade.

9.4.3.5. Giving driving lessons for reward.

9.4.3.6. Hiring out the vehicle for reward.

9.4.3.7. Any racing or speed contest, rally or trial involving driving of any kind including use on 4 x 4 courses and test circuits, gymkhanas, fun-day events or any events held on a race track sanctioned by or under the auspices of a motoring club.

9.4.3.8. Any purpose related to the motor trade, except when the vehicle is in the care of the motor trade for its maintenance or mechanical or electrical repair.

#### 9.4.4. Vehicle sharing applies to category A, B and C only.

9.4.4.1. Accepting payment for giving lifts to passengers as part of a vehicle sharing agreement for social purposes or commuting, is not excluded under the type of vehicle use if both the following conditions are met:

- The passengers are not being carried in the course of a passenger carrying business.
- The total payment does not amount to profit.

## 9.5. Types of vehicle value

Please refer to your schedule to see which type of vehicle value applies to each vehicle you insure.

9.5.1. There are two types of vehicle value: Reasonable Retail value and Agreed value. The types of vehicle value applies only to category A, B and C vehicles.

#### Type 1: Reasonable Retail value

9.5.2. Retail value is the price at which a car dealer sells a vehicle with its factory-fitted accessories. The retail value is determined by reference to the retail value from the Auto Dealer's guide published by TransUnion Auto Information Solutions (Pty) Limited or any similar publication approved by the company. The vehicle's age, condition and odometer readings may affect the value.

- 9.5.3. If the schedule shows that your vehicle value is Retail value, we will automatically adjust your vehicle sum insured and premium each renewal date to align to the most current retail value on your renewal date.
- 9.5.4. If your vehicle is written off or stolen, we will settle the claim at the Retail value at the time of the claim.
- 9.5.5. To ensure that your vehicle is sufficiently covered, you must insure the following items separately:
  - 9.5.5.1. Non-factory fitted accessories.
  - 9.5.5.2. Credit shortfall (any amounts owing on the vehicle).
- 9.5.6. You must ensure that the values of any extra accessories are accurate and up to date. You may change the values that the non-factory fitted accessories are insured for at any time.

#### Type 2: Agreed value

- 9.5.7. Agreed value is only used for vehicles that do not have a retail value publicised in a recognised and current motor trade publication or database (for example imported sports cars or vintage cars).
- 9.5.8. If the schedule shows that your vehicle value is Agreed value, you must give us proof of the vehicle value in the form of a valuation by a reputable motor vehicle dealer. You must give us this proof at every renewal date of this policy otherwise the agreed value will remain unchanged on the renewal of this policy.
- 9.5.9. If the condition of the vehicle deteriorates after the Agreed value valuation, but before a claim, we may pay you less if there is a claim.

Motorcycles and related vehicles, caravans and trailers, golf cars and recreational tractors

- 9.5.10. The maximum compensation we will pay is the limit of compensation shown in the schedule or the reasonable retail value of the vehicle at the time of the loss whichever is the lower.

## 9.6. Types of motor cover

Please refer to your schedule to see what type of cover you have for each vehicle you insure

- 9.6.1. There are three types of insurance under this section:
  - 9.6.1.1. Comprehensive.
  - 9.6.1.2. Third Party, Fire and Theft.
  - 9.6.1.3. Third Party only.
- 9.6.2. The type of insurance you choose for each vehicle is shown in the schedule.

## 9.7. Comprehensive Motor Insurance

What we insure

- 9.7.1. If the schedule shows that your type of vehicle insurance is Comprehensive, we will compensate you for the following:

9.7.1.1. Loss or damage to the vehicle.

9.7.1.2. Liability – see Vehicle Liability at 9.11 for terms and conditions.

9.7.2. If you have a valid claim for loss or damage under this section, we will also compensate you for the following:

Costs to protect the vehicle

9.7.3. If the insured loss or damage takes place, we will pay reasonable costs for protecting the vehicle, up to the limit shown in the schedule.

Costs for emergency repairs

9.7.4. You may authorise emergency repairs to the vehicle up to the limit shown in the schedule without our consent. You must immediately give us a detailed invoice from the repairer.

Costs to tow and store the vehicle

9.7.5. We will compensate you for the reasonable costs to safeguard your vehicle and move it to the nearest repairers if you have a valid claim for the vehicle under this section.

If your vehicle is damaged, you must contact our 24-hour call centre telephonically on 0860 247 365 or via our emergency services app to arrange towing and storage with one of our approved service providers.

9.7.6. If you do not use our approved service providers, this cover is limited to the limit shown in the schedule.

Delivery after repair

9.7.7. After your vehicle has been repaired in South Africa following a valid claim, we will pay the reasonable cost of delivering the vehicle to your home in South Africa.

Window glass

9.7.8. If your window is damaged, we compensate you for replacing or repairing the window glass of the vehicle, only if the following is met:

9.7.8.1. You must use our service provider for the replacement or repair of the window glass.

9.7.8.2. If your window is damaged, you must contact our 24-hour call centre telephonically on 0860 225 563 or via our emergency services app to arrange replacement or repair of the window glass with one of our approved service providers.

9.7.8.3. You must pay the excess shown in the schedule.

9.7.9. Sunroofs and other glass that forms part of the body of the car are not window glass.

Emergency expenses for accommodation

9.7.10. This insurance applies only to category A, B and C, as set out in **'Types of vehicles we insure'**.

9.7.11. We compensate you for accommodation expenses that you and one passenger had to spend because of loss or damage to the vehicle. We compensate you up to the limit shown in the schedule for each person each day for a maximum of 2 days.

- 9.7.12. You may only claim for this insurance if the loss or damage took place more than 250km from the private home shown on the schedule.

#### Death from an accident

- 9.7.13. We will pay your estate if you are injured in an accident in your vehicle that leads to a valid claim under this section, and you die within 90 days from the accident as a direct result of that injury.

- 9.7.14. Compensation is limited to the amount shown in the schedule.

#### Locks, keys and remote control units

- 9.7.15. We compensate you for loss or damage to the vehicle's locks, keys and remote control units. We compensate you up to the limit shown in the schedule for any one claim.

#### Tracking device

- 9.7.16. If you have a tracking system in your vehicle and the vehicle is damaged beyond repair, or is not recovered following theft, we compensate you for the cost to install a tracking system in your new vehicle. Your contract with the tracking company must be valid and the payments must be up to date at the time of the loss or damage. We must authorise the installation before you proceed with it.

- 9.7.17. We compensate you up to the limit shown in the schedule.

#### Special modifications to your vehicle

- 9.7.18. This insurance applies only to category A, B and C, as set out in **'Types of vehicles we insure'**.

- 9.7.19. We will compensate for the necessary and reasonable costs for special modifications to any one of the insured vehicles shown in the schedule.

- 9.7.20. These special alterations are as a result of an accident that causes bodily injury which leaves you permanently disabled.

- 9.7.21. You must have our permission in writing before you can incur these costs.

- 9.7.22. The maximum compensation limit is shown in the schedule.

## 9.8. Optional covers

These covers are optional. Please refer to your schedule to see if you have it

#### Credit shortfall

- 9.8.1. This insurance applies only to category A, B and C, as set out in **'Types of vehicles we insure'**.

- 9.8.2. We compensate you for any credit shortfall you may have for your vehicle if the vehicle is financed by a registered credit provider under a financing agreement in terms of the National Credit Act, Act 34 of 2005.

This cover is subject to the following conditions:

- 9.8.2.1. The vehicle must be stolen or hijacked and not physically returned to you or to us; or

- 9.8.2.2. The vehicle must be written off.

- 9.8.2.3. You must give us the following documents within 30 days of the loss or damage:
- A copy of the credit agreement.
  - A statement of your account showing the outstanding settlement balance at the date of loss or damage.

We do not cover the following amounts:

- 9.8.2.4. Payments or interests that are in arrears before the date of loss or damage.
- 9.8.2.5. Early settlement penalties.
- 9.8.2.6. Any other amounts that can be refunded to you (for example, extra payments you have made to reduce your credit).
- 9.9.1.7 Any legal costs you owe the finance company.

An example of credit shortfall  
You buy a car for R 250 000. You take out vehicle financing from a registered credit provider to pay off the car in instalments.  
During the vehicle loan repayment period, the vehicle is written off and at that stage you owe the credit provider R 230 000, but your vehicle retail value is R 220 000.  
Normally, we would pay the credit provider R 220 000 (less your excess) and you would still owe them the outstanding R 10 000. If you have Credit shortfall cover, we will pay the R 220 000 (less your excess) PLUS the outstanding R 10 000.

Vehicle hire costs

- 9.8.3. This insurance applies only to category A, B and C, as set out in **'Types of vehicles we insure'**.
- 9.8.4. If you have a valid claim under this section, we will arrange the hiring of a vehicle and pay the vehicle hire charges if your vehicle:
- 9.8.4.1. Cannot be driven.
- 9.8.4.2. Is undergoing repairs.
- 9.8.4.3. Is stolen and not recovered.
- 9.8.5. This cover is subject to the following:
- 9.8.5.1. We must arrange the vehicle hire for you and pay the vehicle hire charges from an approved vehicle hire company of our choice.
- 9.8.5.2. You must accept the terms, conditions and exclusions of the vehicle hire company.
- 9.8.5.3. We will not extend the period of vehicle hire by the number of days that spare parts for the repair of your vehicle are not available.
- 9.8.5.4. The type of vehicle we will arrange, as well as the period of vehicle hire you will be compensated for, are shown in the schedule.
- 9.8.6. The period of vehicle hire you will be compensated for will start from any of the following dates:
- 9.8.6.1. The date your vehicle cannot be driven.



- 9.8.6.2. The date your vehicle is handed to the motor body repairer for repairs; or
- 9.8.6.3. The date the theft of your vehicle was reported to us.
- 9.8.7. The period of vehicle hire you will be compensated for ends at the earliest of the following dates:
  - 9.8.7.1. The day your vehicle has been completely repaired.
  - 9.8.7.2. The day we pay you for the total loss of your vehicle; or
  - 9.8.7.3. The last day of the number of days shown in the schedule.
- 9.8.8. This cover does not include running costs (fuel, oil, tollgate fees or any other optional).

#### 4X4 and 4x2 Cover

- 9.8.9. This insurance applies only to category A, B and C, as set out in **'Types of vehicles we insure'**.
- 9.8.10. The covers listed under this optional cover are either in addition to the extended covers, or the values of the extended covers replace those shown in the schedule for comprehensive cover without the optional 4x4 or 4x2 cover. Cover is therefore not in addition to these limits, but replaces them, where applicable.

#### Costs for emergency repairs

- 9.8.11. If you have a valid claim, you may authorise emergency repairs to the vehicle up to the limit shown in the schedule. You must give us a detailed invoice and photographic evidence from the repairer as soon as is reasonably possible.

#### Mechanical and Electrical Breakdown of Winching equipment

- 9.8.12. We will compensate you for sudden mechanical or electrical breakdown, failure or breakage of the winching equipment of the vehicle.
- 9.8.13. We do not insure the following failure or breakage:
  - 9.8.13.1. Associated with defective design, defective parts, defective repair or operation of the winching equipment.
  - 9.8.13.2. Due to wear, tear or gradual deterioration of the **equipment's** consumable parts or cable or coupling devices.
- 9.8.14. We compensate you up to the limit shown in the schedule.
- 9.8.15. There is an excess in the schedule. This is the amount that you must pay before we compensate you.

#### Head, tail or spotlights

- 9.8.16. We compensate you for the cost of replacing any head, tail or fitted spotlights accidentally damaged, even if there is no other damage to the vehicle.
- 9.8.17. There is an excess in the schedule. This is the amount that you must pay before we will compensating you.

#### Extinguishing costs

- 9.8.18. We will compensate you for fire extinguishing costs or for fighting of a fire if the fire posed a danger to your vehicle and you are legally liable to pay for these costs.
- 9.8.19. Compensation is limited to the amount shown in the schedule for any one claim.

#### Documents

- 9.8.20. We will compensate you for:
- 9.8.20.1. Lost or damaged identity documents, passports, visas and vaccination certificates.
  - 9.8.20.2. Any lost or damaged printed road maps or permits which allow the vehicle entry into or exit from countries.
- 9.8.21. Compensation is limited to the amount shown in the schedule for any one claim.

#### Wreckage removal

- 9.8.22. If you have a valid claim, we will compensate you for the cost of clearing up and removal of debris and wreckage of any insured vehicle following an insured event.
- 9.8.23. We compensate you up to the limit shown in the schedule for any one claim.

#### Vehicle Hire Costs

- 9.8.24. If you have a valid claim, we compensate you for the actual vehicle hire charges up to the limit as shown in the schedule for the hire of a vehicle including the cost of delivery for a vehicle from a Vehicle Rental Company following loss or damage to the vehicle in any of the following circumstances:
- 9.8.24.1. If the vehicle cannot be driven.
  - 9.8.24.2. If the vehicle is being repaired.
  - 9.8.24.3. If the vehicle is stolen and not recovered.
- 9.8.25. We compensate you only if you accept the terms, conditions and exclusions of the hire company.
- 9.8.26. The period of hire starts from any one of these dates:
- 9.8.26.1. the date the vehicle could not be driven;
  - 9.8.26.2. the date the vehicle was handed to the motor trade for repair;
  - 9.8.26.3. or the date the theft of the vehicle was reported to us.
- 9.8.27. The period of hire ends at the earliest of:
- 9.8.27.1. the day your vehicle's repair is complete;
  - 9.8.27.2. the day we compensate you for the total loss of your vehicle;
  - 9.8.27.3. or after a maximum of 30 days.

The countries where you are insured

- 9.8.28. In addition to the countries where you are insured under this section of the policy, we will also cover your vehicle in the United Republic of Tanzania, the Republics of Kenya, Zambia and Angola (excluding the Cabinda enclave).
- 9.8.29. If your vehicle is damaged in any of these countries, you are responsible to bring the vehicle back to the Republic of South Africa and we will only consider your claim once the vehicle has been returned to South Africa.
- 9.8.30. If your vehicle is uneconomical to repair and you did not bring the vehicle back to the Republic of South Africa, you must prove to us that it is uneconomical to repair the vehicle before we will accept your claim.
- 9.8.31. We will determine the value of the wreckage at 20% of the retail value or agreed value as shown in the schedule and deduct the value of the wreck from the claim settlement.

## 9.9. Third Party, Fire and Theft

What we insure

- 9.9.1. If the schedule shows that your type of vehicle insurance is Third Party, Fire and Theft, we only compensate you for the following:

Loss or damage

- 9.9.2. Loss or damage to the vehicle from:

- 9.9.2.1. Fire, lightning, explosion.

- 9.9.2.2. Theft and attempted theft.

- 9.9.3. Liability – see Vehicle Liability at 9.11 for terms and conditions.

Costs to protect the vehicle

- 9.9.4. If the insured loss or damage takes place, we will pay reasonable costs for protecting the vehicle, up to the limit shown in the schedule.

Costs for emergency repairs

- 9.9.5. You may authorise emergency repairs to the vehicle up to the limit shown in the schedule without our consent. You must immediately give us a detailed invoice from the repairer.

Costs to tow and store the vehicle following fire, theft and attempted theft

- 9.9.6. We will compensate you for the reasonable costs to safeguard your vehicle and move it to the nearest repairers if you have a valid claim for the vehicle under this section.
- 9.9.7. If your vehicle is damaged, you must contact our 24-hour call centre telephonically on 0860 247 365 or via our emergency services app to arrange towing and storage with one of our approved service providers.
- 9.9.8. If you do not use our approved service providers, this cover is limited to the limit shown in the schedule.

Delivery after repair

- 9.9.9. After your vehicle has been repaired in South Africa following a valid claim, we will pay the reasonable cost of delivering the vehicle to your home in South Africa.

Special modifications to your vehicle

- 9.9.10. This insurance applies only to category A, B and C, as set out in **'Types of vehicles we insure'**.
- 9.9.11. We will compensate for the necessary and reasonable costs for special modifications to any one of the insured vehicles shown in the schedule.
- 9.9.12. These special alterations are as a result of an accident that causes bodily injury which leaves you permanently disabled.
- 9.9.13. You must have our permission in writing before you can incur these costs.
- 9.9.14. The maximum compensation limit is shown in the schedule.

## 9.10. Third party only

What we insure

- 9.10.1. If the schedule shows that your type of vehicle insurance is Third Party only, we only compensate you for Liability.
- 9.10.2. Liability – see Vehicle Liability at 9.11 for terms and conditions.

## 9.11. Vehicle Liability

- 9.11.1. Liability means responsible in law.

What we insure

Liability insurance for vehicles insured on this policy

- 9.11.2. We compensate you if you are held liable for another person's accidental death, bodily injury, loss or damage to property caused:
  - 9.11.2.1. By the vehicle during the period of insurance; or
  - 9.11.2.2. While the insured vehicle is towing a trailer, caravan, car or goods vehicle not exceeding 3 500kg during the period of insurance.
- 9.11.3. We do not compensate if you are towing for reward.

Liability insurance while other people drive or use your vehicle

- 9.11.4. We will also compensate any person who is driving or using the vehicle with **your permission if such person is held liable for another person's death, bodily injury, loss or damage to property occurring during the period of insurance.**
- 9.11.5. The person driving with your permission:
  - 9.11.5.1. Must not have a right to compensation under any other insurance.
  - 9.11.5.2. Must not have been refused motor insurance at any time.
  - 9.11.5.3. Must comply with the terms, conditions and exclusions of this policy. It is your responsibility to ensure that any person driving or using your vehicle is aware of the terms, conditions and exclusions of this policy.

Liability insurance for vehicles not insured on this policy

- 9.11.6. We also compensate you if you are held liable for another person's death, bodily injury, loss or damage to property (excluding loss or damage to the vehicle itself) caused while you drive or use a category A, B or C type vehicle which is not insured on this policy during the period of insurance.

- 9.11.7. We only give compensation if:
- 9.11.7.1. You do not own the vehicle.
  - 9.11.7.2. You are not buying, leasing or hiring the vehicle under a credit agreement or similar agreement.
- 9.11.8. Please check your schedule to see the Liability limits that apply to each vehicle.

#### Compensation

- 9.11.9. The compensation includes the following:
- 9.11.9.1. The amounts you are liable for.
  - 9.11.9.2. Legal costs of the other person that you are liable for; and
  - 9.11.9.3. Costs that you incur with our permission to settle or defend the claim against you.

#### Limit of compensation

- 9.11.10. The compensation is limited to the amount shown in the schedule at the time of the Insured event. This amount applies to any single event or for a series of incidents that are the result of one event.
- 9.11.11. For drivers aged 25 and under, please see the limit of Liability shown in the schedule for death or bodily injury to other persons travelling in the vehicle. This is shown as the Passenger Liability limit on the schedule.

#### Legal representation for Liability claims

- 9.11.12. We may arrange:
- 9.11.12.1. Representation for you at any inquiry into death resulting from a valid vehicle loss or damage claim under this section.
  - 9.11.12.2. Legal representation for your defence at any criminal proceedings resulting from an Insured event.

#### What is not insured under Liability

##### Death of or bodily injury to certain people

- 9.11.13. We do not compensate for Liability for death of or bodily injury to the following people:
- 9.11.13.1. You, a person using or driving the vehicle with your permission or members of your family who normally live with you.
  - 9.11.13.2. Your employees, other than your domestic employees, acting in the course of their employment with you at the time of the event.
  - 9.11.13.3. Any person in or on a caravan or trailer while it is being towed by the vehicle.
  - 9.11.13.4. Any passenger who was outside the cab of the vehicle at the time of the event.
  - 9.11.13.5. Any person travelling on or mounting onto, or dismounting from any category d, f or g-type vehicle.

Loss of or damage to property belonging to certain people

9.11.14. We do not compensate for Liability for loss of or damage to property:

9.11.14.1. That you, a person using or driving the vehicle with your permission or any member of your family own, look after or control.

9.11.14.2. In or on a caravan or trailer while being towed.

Cover in terms of the Road Accident Fund

9.11.15. We do not compensate you for:

9.11.15.1. Liability in terms of the Road Accident Fund.

9.11.15.2. Any amounts that the Road Accident Fund wants to recover from you; or

9.11.15.3. If the Road Accident Fund is incapable or unable to compensate you.

If you are insured under other insurance legislation

9.11.16. We do not compensate for Liability where you have insurance for Liability under any other motor vehicle insurance legislation.

## 9.12. What we do not insure

We do not compensate you under the Motor section for claims for any of the following:

Gradual damages

9.12.1. We do not compensate you for loss, damage or liability caused by or from;

9.12.1.1. Deterioration in value resulting from repairs.

9.12.1.2. Wear and tear.

9.12.1.3. Rust, mildew, corrosion or decay.

Certain damages to tyres

9.12.2. We do not compensate you for the following damages to tyres:

9.12.2.1. Malicious damage.

9.12.2.2. Damage caused by the application of brakes.

9.12.2.3. Damage caused by distortion of the tyre.

9.12.2.4. Punctures, cuts or bursts caused by road hazards including potholes.

Taking or impounding by authorities

9.12.3. We do not compensate you for loss, damage or liability caused by any authority lawfully taking or impounding the vehicle or any part of the vehicle.

Outside the countries

9.12.4. We do not compensate you for any event that takes place outside the countries where you are insured under this section, except while your vehicle is in transit by water between ports in these countries.

Compliance with the National Road Traffic Act Regulations (1996) and subsequent amendments

9.12.5. We do not compensate you for any loss, damage or liability incurred while you or any person drives or uses your vehicle, have violated any of the provisions or requirements of the National Road Traffic Act, 93 of 1996 (as amended) or any of its regulations. This includes the Road Traffic Regulations of 1999 (as amended).

Examples of these provisions include, but are not limited to:

9.12.5.1. Driving under the influence of alcohol or drugs, or with a blood-alcohol level over the legal limit.

9.12.5.2. Driving without a vehicle licence that is valid in the country where the vehicle is being driven or used.

9.12.5.3. Driving the vehicle without a driver's or learner's licence that is valid in the country where the vehicle is being driven or used.

9.12.5.4. Do not comply with the relevant laws about licences in the country where the vehicle is being driven or used.

9.12.5.5. Driving your vehicle excessively faster than the prescribed speed limit.

9.12.5.6. Overtaking another vehicle on a solid white line, blind rise, corner or bend.

9.12.5.7. Ignoring important road traffic signs or traffic lights.

9.12.5.8. Driving your vehicle while it is not roadworthy.

9.12.6. The non-compliance with condition 9.12.5.5, 9.12.5.6, 9.12.5.7 or 9.12.5.8 must be a material cause of the loss, damage or liability. If we reject your claim due to non-compliance with any of those conditions, you must prove that the non-compliance is not a material cause of the loss, damage or liability.

If you leave the scene of the accident

9.12.7. We may not compensate you for loss, damage or liability if you or any person who drives or uses your vehicle leaves the scene of the accident before the relevant authorities arrive on the scene.

Theft of vehicle accessories and spare parts in the vehicle

9.12.8. We will not compensate you for theft of vehicle accessories and spare parts from the inside of the vehicle or its boot unless there are visible signs of forced entry to the vehicle.

Third Party selling your vehicle

9.12.9. We will not compensate you for loss or damage to your vehicle if it is possession of a third party who is selling the vehicle on your behalf.

Unauthorised software alterations or failure to update software

9.12.10. We do not compensate you for damage to your vehicle resulting from any of the following:

9.12.10.1. Unauthorised changes to the software of the on-board computer systems.

9.12.10.2. Your failure to update the software of the on-board computer systems.

Pre-existing damage on vehicle

9.12.11. We do not compensate you for damage to your vehicle resulting from any of the following:

9.12.12. We will not be liable for the payment for repairs to pre-existing damage. This exclusion will not be applicable if proof of repairs to such damage can be produced.

9.12.13. Proof of repairs must be done before the loss or damage.

## 9.13. Compensation

How we compensate you

9.13.1. If you have a valid claim we compensate you for loss or damage to your vehicle by any one or combination of the following:

9.13.1.1. Pay for the vehicle's repair at a repairer that we approve.

9.13.1.2. Replace the vehicle.

9.13.1.3. Pay the amount of the loss, damage or liability.

9.13.2. You must get our approval before doing any repairs or replacements. If you do not get our approval, we may reject your claim.

9.13.3. We will decide how to compensate you. If we decide to repair your vehicle that is no longer under warranty, we can choose to replace non-safety or non-critical parts with parts that are not from the same source as those supplied by the original manufacturer or your vehicle, or with used parts that have been reconditioned.

9.13.4. If we replace the damaged item by paying you cash or replacing it, the damaged item belongs to us and we have the right to collect it from you. You may not discard or keep any damaged item without our written permission to do so.

Excess

9.13.5. There is an excess in the schedule for Motor. This is the amount that you must pay before we will compensate you.

9.13.6. This excess does not apply to claims for Vehicle liability.

9.13.7. If you have a claim because of an incident where you were not at fault, we are not responsible for recovering your excess from the party who was at fault. However, we may choose to do so. If we recover all or part of your excess, we will repay all or part of it to you.

Countries where you are insured under this section

9.13.8. Unless shown otherwise in the schedule, this section of the policy applies to the Republics of South Africa, Botswana, Mozambique, Malawi, Namibia, Zimbabwe and the Kingdoms of Eswatini and Lesotho.



- 9.13.9. If loss or damage occurs to the vehicle outside Republics of South Africa, Botswana, Mozambique, Malawi, Namibia, Zimbabwe and the Kingdoms of Eswatini and Lesotho, you are responsible for all costs you incur in bringing the vehicle back to South Africa. We do not compensate you for these costs.
- 9.13.10. Until the vehicle has been brought back to South Africa, we will not consider any claim for loss or damage to the vehicle.

#### Limit of compensation

For first owners of new vehicles (vehicle types A, B and C only)

- 9.13.11. We compensate you as follows if you are the first registered owner of a new vehicle and within 12 months of registration, if either of the following happens to the vehicle:

9.13.11.1. It is stolen or hijacked and not recovered.

9.13.11.2. It is damaged and, in our opinion, not economical to repair.

- 9.13.12. For vehicles insured with a Reasonable Retail value, the limit of compensation is:

9.13.12.1. The current purchase price of a new vehicle of the same model (or similar model if the same model is not available) at the time of the loss or damage, less any excess.

- 9.13.13. For vehicles insured with an Agreed value, the limit of compensation will be the Agreed value adjusted for deterioration, less any excess amount.

If you are not the first registered owner of the vehicle or after 12 months after the first registration where you are the first registered owner

- 9.13.14. We compensate you up to the limit of compensation as shown in the schedule if you are not the first registered owner of the vehicle or after 12 months after first registration, if either of the following happens to the vehicle:

9.13.14.1. It is stolen or hijacked and not recovered.

9.13.14.2. It is damaged and, in our opinion, not economical to repair.

- 9.13.15. The limit of compensation is the Reasonable Retail value or Agreed value of the vehicle adjusted for deterioration (as relevant) at the time of the loss or damage, less the excess amount.

#### Sound equipment

- 9.13.16. We compensate you for the sound equipment of your vehicle if it is insured separately as an accessory under this section and if the type of insurance of your vehicle is Comprehensive.

- 9.13.17. There is an excess in the schedule for this cover. This is the amount that you must pay before we will compensate you.

#### Recovery of the excess

- 9.13.18. We are not responsible for recovering your excess from the party who was at fault.

- 9.13.19. However, we may choose to do so. If we recover all or part of your excess, we will repay all or part of it to you.

## 9.14. Special conditions

You must take care of your vehicle

- 9.14.1. You must take all reasonable steps to protect and ensure your vehicle is roadworthy at all times, according to relevant legislation.

You must keep your vehicle secure

### 9.14.2. Security systems

9.14.2.1. If the schedule states that your vehicle is fitted with a security system, it is your responsibility to ensure that the security system has been installed.

9.14.2.2. We will only cover theft, attempted theft or hijacking if you comply with the following conditions:

- you must give us proof that the security system was installed at the time of the theft, attempted theft or hijacking;
- you must comply with the service agreements and recommendations of the manufacturers and installers of the security system.

### 9.14.3. Satellite tracking systems

9.14.3.1. If the schedule states that your vehicle is fitted with a satellite tracking system, it is your responsibility to ensure that the satellite tracking system has been installed.

9.14.3.2. We will only cover theft, attempted theft or hijacking if you comply with the following conditions:

- you must immediately notify the authorities and the vehicle tracking company of the event;
- by no means may you interfere (including not paying fees) with **the tracking or response company's ability** or willingness to track and recover the vehicle effectively;
- you may not cancel your service agreement.

You must agree to inspections

- 9.14.4. We may ask an inspection agent to inspect your vehicle at any time. We may decide not to insure your vehicle if you do not agree to the inspection. We reserve the right to change the terms, conditions and exclusions or cancel the insurance immediately based on the outcome of the inspection.

You must pay costs of returning the vehicle to South Africa

- 9.14.5. If loss or damage occurs to the vehicle outside South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe, you are responsible for all costs you incur in bringing the vehicle back to South Africa. We do not compensate you for these costs.

- 9.14.6. Until the vehicle has been brought back to South Africa, we will not consider any claim for loss or damage to the vehicle.

You must tell us about any traffic offences

9.14.7. You must tell us immediately in writing if your driver's licence, or the driver's licence of anyone you allow to drive the vehicle, is endorsed, suspended or cancelled. This includes a conviction for or charges brought against you or anyone you allow to drive the vehicle for:

9.14.7.1. Negligent driving.

9.14.7.2. Reckless driving.

9.14.7.3. Driving under the influence of alcohol, drugs or driving with a blood- alcohol level that is over the legal limit.

We may pay value for unavailable spare parts

9.14.8. If any part needed to repair the vehicle is not available in South Africa as a standard part, we compensate you for an amount up to the **manufacturer's** list price at the time of the loss or damage. This amount includes the reasonable cost to transport the part, other than by air, to South Africa.

Only the policyholder can claim under this section

9.14.9. Only the policyholder may claim under this section of the policy. If the insurance applies to someone other than the policyholder, the policyholder must claim for them. We have no further responsibility under this section once we have compensated you.

The policyholder will be compensated first

9.14.10. If more than one person has a right to insurance under this section, the limit of compensation applies to the total compensation we give. The policyholder receives compensation before any other people insured under this section.

Let us know if there is a change to the regular driver

9.14.11. The regular driver is the person who drives your Vehicle most frequently in any monthly period. This person will be noted in your Policy Schedule.

9.14.12. Should this regular driver change, you must notify us immediately. The terms, conditions and premiums are calculated on the profile of the regular driver.

9.14.13. If the terms, conditions and premiums are based on incorrect information supplied by you, we will be receiving an incorrect premium and your cover will be affected.

9.14.14. This means that you must pay:

9.14.14.1. The difference in premium; and

9.14.14.2. The additional excess shown in the schedule.

Claim free group

9.14.15. A claim free group applies as shown in your schedule.

9.14.16. If you have not claimed during the 12 months before the anniversary date of your policy, you earn a discount on your premium according to our scale of premiums.

9.14.17. If any claims have been paid during the 12 months before the anniversary date of your policy, we will adjust your premium according to our scale of premiums.

9.14.18. Only claims made against loss or damage by an Insured event will affect the claim free group.

## 10. Watercraft Section

### 10.1. Definitions in this section

credit provider	means a registered credit provider, with whom you entered into a financing agreement in terms of the national credit act, act 34 of 2005.
laid up	means that the watercraft is out of use and is out of the water.
sighting	means checking for damage after grounding.
total loss	means that your watercraft is written off or stolen.
watercraft	means boat used on water for pleasure and private purposes with a maximum design speed of 100 km per hour. it includes, for example, jet skis, rubber dinghies, yachts and rowing watercrafts. for certain watercraft, you must specify the hull, the motor, the accessories and special equipment in the schedule. Other watercraft, such as jet skis for example, are insured as a whole unit. in these cases the watercraft includes the hull, superstructure, fittings, machinery, engines, motors, accessory watercraft, gear and any equipment that would usually be sold with the watercraft.
written off	means your watercraft is damaged and, in our opinion, is not economical to repair.
you	means the policyholder and anyone we insure under this section.

### 10.2. Who we insure

10.2.1. Under this section of insurance, the following people are insured:

10.2.1.1. The policyholder.

10.2.1.2. The policyholder's spouse.

### 10.3. What we insure

We compensate you for loss of or damage to the watercraft up to the limit shown in the schedule.

### 10.4. Types of watercraft value

New value

10.4.1. If your watercraft is less than four years old, we will pay the purchase price of the same or similar model up to the limit of compensation shown in the schedule.

Market value

- 10.4.2. If your watercraft is four years old or older, we will pay the current market value of the watercraft up to the limit of compensation shown in the schedule.

## 10.5. Extended covers

Loss or damage during yacht racing

- 10.5.1. We compensate you for loss or damage to your yacht caused by stranding, sinking, fire, collision or contact with anything other than water (including ice) while your yacht is participating in a race.

Sighting expenses

- 10.5.2. We compensate you for the cost of sighting (checking for damage) the underwater section of the hull after grounding. The costs must be reasonable, and must be for the purpose of sighting.

- 10.5.3. We compensate you even if there is no damage to the hull.

- 10.5.4. We compensate you up to the limit shown in the schedule.

Avoiding or minimising loss

- 10.5.5. We compensate you for all reasonable emergency costs that you spend in order to avoid or minimise loss or damage that would be covered by this policy. This includes the cost of salvaging the watercraft.

- 10.5.6. We compensate you up to the limit shown in the schedule.

Fire extinguishing expenses

- 10.5.7. We compensate you for any fire fighting or extinguishing expenses that you are liable for if the watercraft was in danger from the fire.

- 10.5.8. We compensate you up to the limit shown in the schedule.

## 10.6. What we do not insure

Use of the watercraft

- 10.6.1. We do not compensate you for loss or damage caused while:

10.6.1.1. The watercraft is being used for something other than pleasure and private use, unless we have agreed in writing.

10.6.1.2. The watercraft is being hired out or chartered, unless we have agreed in writing.

10.6.1.3. the watercraft is being towed on water except:

- towing when stranded; or
- customary towage in connection with laying up, fitting out and repairs;

10.6.1.4. The watercraft is being used to tow or salvage another watercraft, unless it is in distress.

10.6.1.5. The watercraft is being used to tow or salvage any other watercraft under a contract arranged before the start of the towing or salvaging.

- 10.6.1.6. Participating in racing, speed tests or related trials, other than yacht racing.
- 10.6.1.7. An unattended watercraft is left moored or anchored off an exposed beach or shore, and the watercraft then becomes stranded, sunk, swamped or breaks adrift.
- 10.6.1.8. Power jumping and extreme beach landing.

#### Gradual damages

- 10.6.2. We do not compensate you for loss or damage caused by:
  - 10.6.2.1. Depreciation in value over time over time.
  - 10.6.2.2. Deterioration in value resulting from repairs.
  - 10.6.2.3. Wear and tear.
  - 10.6.2.4. Rust, mildew, corrosion or decay.

#### Cleaning, repairing, restoring, maintenance

- 10.6.3. We do not compensate you for any loss or damage caused by or from cleaning, repairing, restoring or maintenance.

#### Faulty design or defects

- 10.6.4. We do not compensate you for any part of your watercraft which is condemned only because of a fault in its design or construction.
- 10.6.5. We also do not compensate you for any defect caused by negligence or breach of contract relating to any repair to or alteration of your watercraft.

#### Mechanical or electrical breakdown

- 10.6.6. We do not compensate you for loss due to mechanical or electrical breakdown of machinery, engines, motors, batteries and their connection. However, we will compensate you if the mechanical or electrical breakdown is caused by an external event that is not excluded by the policy. We do however compensate you for loss caused by breakdown of the shaft and the propeller.

#### Damage to sails

- 10.6.7. We do not compensate you for damage to sails or protective coverings that are split by the wind or blown away while set.
- 10.6.8. We do however compensate you:
  - 10.6.8.1. If the damage to the sails or protective coverings happens because of damage to the spars which the sails are attached to.
  - 10.6.8.2. If the damage to the sails or protective coverings happens because the watercraft is stranded, sunk, burnt, in a collision or in contact with any external substance, including ice, but excluding water.

#### Loss or damage during transport (including loading and unloading)

- 10.6.9. We do not compensate you for the following loss during transport of the watercraft on land:

- 10.6.9.1. Scratches.
- 10.6.9.2. Dents.
- 10.6.9.3. Any costs that you become liable for to another person.
- 10.6.9.4. While the watercraft is transported by a person without a valid driving licence, unless the person is charged with theft or illegal use of the vehicle towing the watercraft.
- 10.6.9.5. While the watercraft is transported by a person who is under the influence of alcohol or drugs, or who has a blood alcohol level above the legal limit.

#### Contents of the watercraft

- 10.6.10. We do not compensate you for loss of or damage to the following:
  - 10.6.10.1. Your personal effects.
  - 10.6.10.2. Food and other consumables that you keep on the watercraft.
  - 10.6.10.3. Fishing gear; or
  - 10.6.10.4. Moorings.

#### If the watercraft is used as residence

- 10.6.11. We do not compensate you if the watercraft is used as a houseboat or as your permanent home.

#### Use against any regulations

- 10.6.12. We do not compensate you for loss, damage or liability relating to your watercraft if it is used in any way by any person contrary to any regulations from a competent authority.
- 10.6.13. This includes if your watercraft is piloted by any person who is not competent to pilot it, unless that person is under immediate supervision from a competent pilot.

#### Piloting under the influence

- 10.6.14. We do not compensate you for loss, damage or liability relating to your watercraft while you or any other person pilots it while under the influence of alcohol or drugs or when your or that person's blood-alcohol level is over the legal limit.
- 10.6.15. This exclusion does not apply if your watercraft is used without your permission.

#### Piloting by certain people

- 10.6.16. We do not compensate you for loss, damage or liability relating to your watercraft while an operator or employee of any of the following is piloting it:
  - 10.6.16.1. Shipyard.
  - 10.6.16.2. Repair yard.
  - 10.6.16.3. Slipway.
  - 10.6.16.4. Yacht club.

10.6.16.5. Marina.

10.8.13.6 Watercraft sales service or similar operation.

## 10.7. Compensation

How we compensate you

10.7.1. We can choose one or more of the following ways to compensate you:

10.7.1.1. Pay for the repair at a repairer that we approve.

10.7.1.2. Replace the relevant watercraft or parts.

10.7.1.3. Pay the amount of the loss, damage or liability.

10.7.2. You must get our approval before doing any repairs or replacements. If you do not get our approval, we may reject your claim.

Limit of compensation

10.7.3. We only compensate you up to the limit shown in the schedule for the item and loss insured. You must ensure that the limit includes any amounts you owe to a registered credit provider that financed the purchase of the watercraft.

10.7.4. Please check your schedule to see which Liability limits apply.

If we repair or replace

10.7.5. If we repair or replace, we will have the watercraft or damage repaired or replaced as close as possible to the original condition.

10.7.6. We do not promise that we will achieve an exact restoration.

10.7.7. For a glass-reinforced plastic hull, we will not match a glitter finish.

If you still owe money on the watercraft

10.7.8. If you bought the watercraft on instalment sale or lease and have a total loss claim, we will first pay your outstanding debt. We will compensate the registered credit provider that financed the purchase of the watercraft. The credit agreement must fall under the National Credit Act (Act 34 of 2005).

10.7.9. If you owe less than the limit of compensation of your watercraft shown in the schedule, we will first pay the credit provider and then pay the balance to you.

10.7.10. If you owe more than the limit of compensation of your watercraft shown in the schedule, we will pay the credit provider the amount that you still owe, up to the limit of compensation of your watercraft shown in the schedule.

10.7.11. We will take off the following amounts from the amount that you still owe:

10.7.11.1. Any instalments that are late.

10.7.11.2. Any interest on late payments.

10.7.11.3. Any refunds of premiums for cancelled insurance for your watercraft.



10.7.11.4. The excess.

10.7.11.5. Any increase in instalments that occur because you are unable to realise your residual capital value after the loss.

10.7.12. We will not, in total, pay more than the limit of compensation for your watercraft shown in the schedule, less the excess.

10.7.13. We do not cover the following amounts:

10.7.13.1. The amount that you owe if you have in any way refinanced the sale or lease.

10.7.13.2. That you owe if one of the instalments in your agreement, except for the final residual payment, was more than 10% different from any other instalment

Excess

10.7.14. There is an excess in the schedule for watercraft. This is the amount that you must pay before we compensate you. This excess does not apply to claims for Liability.

Countries where you are insured under this section

10.7.15. Compensation under this section applies to the Republic of South Africa, Botswana, Mozambique, Malawi, Namibia, Zambia and Zimbabwe and the Kingdoms of Eswatini and Lesotho.

10.7.16. We also compensate your watercraft within 12 nautical miles off the coast of the Republic of South Africa, Namibia and Mozambique.

## 10.8. Watercraft Liability

What we insure

10.8.1. **We compensate you if you are held liable for another person's death, bodily injury, loss or damage to property belonging to other people caused by the watercraft during the period of insurance.**

10.8.2. We will also compensate:

10.8.2.1. Any other person who is piloting or using the watercraft with your **permission if they are held liable for another person's death, bodily injury, loss or damage to property belonging to other people caused by the watercraft during the period of insurance** if:

- such person does not have a right to compensation under any other insurance;
- such person has never been refused Liability insurance;
- such person complies with the terms, conditions and exclusions of this policy. It is your responsibility to ensure that any person using your watercraft is aware of the terms, conditions and exclusions of this policy.

10.8.2.2. Any water skier being towed or preparing to be towed by the **insured watercraft if they are held liable for another person's death, bodily injury, loss or damage to property belonging to other people during the period of insurance.**

- 10.8.2.3. If you are held liable to pay for moving or trying to remove or destroy the wreck of your watercraft, or as a result of not removing or destroying the wreck of your watercraft.

#### Compensation

- 10.8.3. The compensation includes the following:
  - 10.8.3.1. The amounts you are liable for.
  - 10.8.3.2. Legal costs of the other person that you are liable for.
  - 10.8.3.3. Costs that you incur with our permission to settle or defend the claim against you.
  - 10.8.3.4. **Costs relating to official enquiries and coroner's inquest.** You must get our permission before you incur these costs.

#### Limit of compensation

- 10.8.4. The compensation is limited to the limit shown in the schedule at the time of the event. This amount applies to any single event or for a series of incidents that are the result of one event.

#### What we do not insure

##### Liability related to certain people

- 10.8.5. We do not compensate for Liability related to:
  - 10.8.5.1. The death of or bodily injury to you, the water skier or the person who has your permission to pilot or use the watercraft.
  - 10.8.5.2. Loss of or damage to property belonging to you, the water skier or the person who has your permission to pilot or use the watercraft.
  - 10.8.5.3. The death of or bodily injury to a person that you or anyone else connected with the watercraft employs and is acting in the course of their employment with you at the time of the event.
  - 10.8.5.4. The death of or bodily injury to a person that a water skier or a permitted person piloting or using the watercraft employs and is acting in the course of their employment at the time of the event.
  - 10.8.5.5. The death of or bodily injury to a person that is employed by a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation and is acting in the course of their employment at the time of the event.
  - 10.8.5.6. The death of or bodily injury to fare-paying passengers, and loss of or damage to their property.

##### Liability related to airborne sport

- 10.8.6. We do not compensate for Liability related to kiting or any other airborne sport. This includes Liability that arises while the person is preparing to be towed by or while the person is towed by the watercraft. It does not include Liability that arises once the person is back on the watercraft and is no longer taking part in the sport.

Claims related to the transporting of the watercraft

10.8.7. We do not compensate for Liability related to the watercraft being transported by vehicle, rail, ship or aircraft.

Loss because the watercraft is stranded, swamped, sunk or adrift

10.8.8. We do not compensate you for loss, damage, salvage services or Liability that arises because the watercraft is stranded, swamped, sunk or breaks adrift after being moored or anchored and left unattended, off an exposed beach or shore.

## 10.9. Special conditions

If the watercraft is damaged outside South Africa

10.9.1. If loss or damage occurs to the watercraft outside South Africa but within the countries that you are insured, you are responsible for all costs you incur in bringing the watercraft back to South Africa. We do not compensate you for these costs.

10.9.2. Until the watercraft has been brought back to South Africa, we will not consider any claim for loss or damage to the watercraft.

10.9.3. If the watercraft is lost or totally destroyed, you must immediately report it to the nearest police station to the area of the loss, and to us.

Outboard motors

10.9.4. We do not give compensation for loss of or damage to outboard motors:

10.9.4.1. Unless securely bolted to the watercraft.

10.9.4.2. In respect of theft, unless the outboard motor is securely locked onto the watercraft by means of an antitheft device.

Damage to rubber and similar crafts

10.9.5. For damage to the fabric of rubber, inflatable or semi-rigid crafts, or similar crafts, we only compensate you for the cost of patching or repairing the damage.

Theft or attempted theft

10.9.6. We only compensate you for damage caused by theft or attempted theft of machinery, outboard motors, gear or equipment if:

10.9.6.1. It is stolen with the watercraft; or

10.9.6.2. There are visible signs of forcible entry into or exit from the watercraft or place of storage.

Loss caused by fire or explosion

10.9.7. For watercraft with inboard machinery, we only compensate you for damage caused by a fire or explosion if both of these conditions are met:

10.9.7.1. There is a fire extinguishing system in the engine room or engine space, and in the tank space, and in the galley. The fire extinguishing system must either be automatic or have controls at the steering position.

- 10.9.7.2. The fire extinguishing system must be correctly installed and kept in good working order.

#### Care of the watercraft

- 10.9.8. You must take reasonable steps to protect the watercraft from damage and keep it seaworthy and in a good state of repair.

#### SAMSA Regulations

- 10.9.9. The policy or any subsequent renewal will be avoided from the Start date if the watercraft and its use do not comply with regulations:

- 10.9.9.1. The watercraft does not follow the design and construction requirements set out in the Merchant Shipping Regulations, 2007.

- 10.9.9.2. If the person piloting the watercraft does not have a valid Certificate of Competence as set out in the Merchant Shipping Regulations, 2007, or if that person was not supervised by a person with a valid Certificate of Competence as set out in the Merchant Shipping Regulations, 2007.

- 10.9.9.3. If the watercraft does not have a valid Certificate of Fitness or Local General Safety Certificate set out in the Merchant Shipping Regulations, 2007.

- 10.9.10. These SAMSA requirements do not apply if the watercraft is one of the following:

- 10.9.10.1. A sailing watercraft less than 9 metres long.

- 10.9.10.2. A power driven watercraft under 15 horse-power.

- 10.9.10.3. Watercraft propelled by human power alone.

#### If the watercraft is laid up

- 10.9.11. We do not return your premiums for periods when the watercraft is laid up. Laid up means that the watercraft is out of use and is out of the water.

#### If the watercraft is over 10 years old

- 10.9.12. Once the watercraft is over 10 years old, it must be surveyed by an independent professional surveyor. The survey must be done while the watercraft is out of the water.

- 10.9.13. We do not pay for the survey. We may request new survey reports at any point after this, at your cost.

- 10.9.14. Based on the outcome of this survey, we may immediately:

- 10.9.14.1. Change the terms, conditions and exclusions of your insurance;

or

- 10.9.14.2. Cancel your insurance.

- 10.9.15. If you do not have this survey done, we are entitled not to compensate you.

#### Make sure you are not under-insured

- 10.9.16. It is your responsibility to insure your watercraft for the replacement value.

10.9.17. If, at the time of loss or damage, the replacement value is more than the insured amount, we will not compensate you for the full amount of your claim. We calculate the difference between the replacement value and the insured amount and apply this proportionately to your claim. You are responsible for the difference.

#### Claim free group

10.9.18. A claim free group applies as shown in your schedule.

10.9.19. If you have not claimed during the 12 months before the anniversary date of your policy, you earn a discount on your premium according to our scale of premiums.

10.9.20. If any claims have been paid during the 12 months before the anniversary date of your policy, we will adjust your premium according to our scale of premiums.

10.9.21. Only claims made against loss or damage by an Insured event will affect the claim free group.

## 11. Personal Computer Section

### 11.1. Definitions in this section

computer	means any device or machine that performs processes, calculations or operations based on instructions provided by a software or hardware program and which is designed to execute applications and give a variety of solutions by combining integrated hardware and software.
crypto mining	means the process of gaining cryptocurrencies by solving cryptographic equations with the use of high-power computers.
power surge	means any temporary increase (of any degree) in the current or voltage of an electrical circuit, electricity network or supply.
you	means the policyholder and anyone we insure under this section.

### 11.2. Who we insure

11.2.1. We only insure the following people if named in the schedule:

11.2.1.1. The policyholder.

11.2.1.2. Members of the policyholder's family who live with them.

### 11.3. What we insure

Physical loss or damage

11.3.1. We compensate you for physical loss of or damage to your computer.

### 11.4. Extended covers

Remote jamming or blocking and /or items stolen from attended vehicles

11.4.1. We will only compensate you for items stolen from an unattended vehicle if:

11.4.1.1. The item/s are specified in the schedule; and

11.4.1.2. The item/s are in the locked boot, cubby-hole or under retractable or removable boot covers of the vehicle; and

11.4.1.3. The vehicle windows must be closed; and

11.4.1.4. There are visible signs of forced entry into the vehicle; and

11.4.1.5. You must have locked the vehicle when leaving it unattended.

11.4.2. This cover is limited to the compensation limit shown in the schedule.

11.4.3. You must pay the excess shown in the schedule.

11.4.4. However, we do cover items stolen from an unattended vehicle even if there are no visible signs of forced entry into the vehicle, if we suspect that access was gained to the vehicle by remote jamming or blocking.

11.4.5. The maximum we will pay for remote jamming/blocking is also shown in the schedule for each and every event.

11.4.6. You must pay the remote jamming excess shown in the schedule.

#### Loss of data

11.4.7. We compensate you for the reasonable costs of recompiling data or programs that are lost because they have been accidentally erased or because your computer was lost or damaged. This cover includes costs associated with data usage to download programs or data from the cloud or other virtual storage facility.

11.4.8. Compensation is limited to the amount shown in the schedule for any single loss or series of losses that are the result of one event.

## 11.5. What we do not insure

#### Erasing data

11.5.1. For loss of data or programs, we do not compensate you for accidentally erasing data caused by:

11.5.1.1. Program errors.

11.5.1.2. Viruses, trojans, worms or other destructive media or computer programs.

11.5.1.3. Incorrect data entries.

11.5.1.4. Corrupted data.

#### Physical loss or damage

11.5.2. For physical loss or damage, we do not compensate you for:

11.5.2.1. Loss or damage that is insured under any maintenance or lease agreement or arrangement.

11.5.2.2. Loss or damage that is insured under any guarantee, service contract, or purchase agreement.

11.5.2.3. Loss or damage that happens because of.

- Wear and tear, rust, mildew, corrosion, or decay;
- Gradual deterioration or repairing or any gradual operating cause;
- Electronic or electrical breakdown or failure unless accompanied by physical loss or damage;
- Cleaning or upgrading your computer;
- Development of poor electrical and electronic contacts;
- Scratches to the painted or polished surfaces;
- Viruses, trojans, worms or other destructive media or computer programs;

- 11.5.2.4. Your computer working in an irregular or unusual way, unless it is caused by physical damage that is insured.
- 11.5.2.5. Parts of your computer that have a short life span. Some examples of this are cathode ray tubes, bulbs, fuses and sacrificial buffer circuits. If these parts are affected when your computer is damaged, we compensate you for the remaining lifespan of the parts at the time of the damage.
- 11.5.2.6. Loss or damage to your computer which is used for the purpose of cryptocurrency mining.

## 11.6. Compensation

How we compensate you

11.6.1. If your computer can be repaired

11.6.1.1. If your computer is physically damaged and can be repaired, we compensate you for the lower amount of:

- The cost of repair less the excess.
- The amount that you are insured for less the excess.

11.6.2. If your computer cannot be repaired

11.6.2.1. If your computer is lost or physically damaged and cannot be repaired, we compensate you for the lesser of:

- The cost of replacing your computer with a computer of the closest possible performance and capacity, less the excess.
- The amount that your computer is insured for, less the excess.

11.6.3. You must get our approval before doing any repairs or replacements. If you do not get our approval, we may reject your claim.

Limit of compensation

11.6.4. We compensate you up to the limit shown in the schedule.

Excess

11.6.5. There is an excess in the schedule for this section. This is the amount that you must pay before we start compensating you.

Countries where you are insured under this section

11.6.6. Compensation under this section is world-wide.



## 12. Legal Costs Section

### 12.1. Definitions in this section

crimen injuria	means the wilful injury to someone's dignity, caused by the use of obscene or offensive language, actions or gestures.
defamation	means false statements that could harm a person's reputation.
legal costs	means the costs that you are legally responsible to pay.
you	means the policyholder(s), co-policyholder named in the schedule and members of the policyholder's family that live with them.

### 12.2. Who we insure

12.2.1. We only insure the following people if named in the schedule:

12.2.1.1. The policyholder.

12.2.1.2. Members of the policyholder's family who live with them.

### 12.3. What we insure

12.3.1. We compensate you for legal costs that we have approved in writing, relating to:

12.3.1.1. A civil court case by you.

12.3.1.2. A civil court case against you.

12.3.1.3. Defending criminal charges against you.

### 12.4. What we do not insure

12.4.1. We do not compensate you for:

12.4.1.1. Any legal action where you do not have reasonable prospects of success.

12.4.1.2. Any legal action that is caused in any way by:

- Your job, business, profession or any other activity that you are paid for.
- Owning or using a vehicle, watercraft of any type, or aircraft.
- Anything you have done that is dishonest, violent or indecent.
- Subsidence, which is the gradual sinking of land.
- Divorce, maintenance, custody, guardianship, curatorship or any similar proceedings.

- Any proceedings related to intellectual property, such as copyright, trademarks, tradenames, patents and other similar issues.
- Defamation (false statements to third parties about you that harm your reputation) or injuria, for example, an insult.

12.4.2. costs arising from legal actions, arbitration, inquests and statutory enquiries:

12.4.2.1. Between people insured under this section.

12.4.2.2. Brought outside south africa.

12.4.2.3. Between you and us.

## 12.5. Compensation

12.5.1. Legal costs that you are liable for under **'What we insure'**.

Limit of compensation

12.5.2. We compensate you up to the limit stated in the schedule.

Excess

12.5.3. There is an excess in the schedule for legal costs. This is the amount that you must pay before we start compensating you.

Countries where you are insured under this section

12.5.4. Compensation under this section applies to the Republic of South Africa only.

## 13. Extended Personal Liability Section

### 13.1. Definitions in this section

underlying policy	means an active insurance policy you have with an insurer in or outside the Republic of South Africa that insures you for: <ul style="list-style-type: none"><li>• Personal liability;</li><li>• Homeowners' liability;</li><li>• Tenant's liability;</li><li>• Vehicle liability;</li><li>• Watercraft liability.</li></ul>
you	means the policyholder(s), co-policyholder named in the schedule and members of the policyholder's family that live with them.

### 13.2. Who we insure

13.2.1. We only insure the following people if named in the schedule:

13.2.1.1. The policyholder.

13.2.1.2. Members of the policyholder's family who live with them.

### 13.3. What we insure

Liability claims which result from events anywhere in the world

13.3.1. This insurance applies when you are held liable for any amount as a result of an event which occurred during the period of insurance anywhere in the world.

13.3.2. The insurance only applies if you have an active underlying insurance policy that insures the type of Liability that you are held liable for and:

13.3.2.1. Your underlying insurer does not cover the Liability for any reason except if you fail to comply with a condition of the underlying insurance policy.

13.3.2.2. The compensation that you are liable for is more than the limit of compensation covered by your underlying insurance, and the underlying insurer has paid or agreed to pay the full amount of that limit.

13.3.2.3. Your underlying insurance policy is active and you are not in breach of the conditions of the underlying insurance policy.

### 13.4. Extended covers

Liability for pollution or contamination

13.4.1. We compensate you for your legal liability if you are held liable for pollution or contamination that occurred during the period of insurance.

13.4.2. Our payment will include the following:

13.4.2.1. The amounts you are liable for.

- 13.4.2.2. Legal costs of the other person that you are liable for.
- 13.4.2.3. Costs that you incur to settle or defend the claim against you with our permission.
- 13.4.3. Compensation is limited to the amount shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.
- 13.4.4. This cover is subject to the condition that the pollution or contamination must have been caused by a sudden, unforeseen, unintended and unexpected event.

## 13.5. Compensation

- 13.5.1. The compensation includes the following amounts:
  - 13.5.1.1. The amounts you are liable for.
  - 13.5.1.2. Legal costs of the other person that you are liable for.
  - 13.5.1.3. Costs that you incur to settle or defend the claim against you with our permission.
- 13.5.2. We will only pay compensation above the following amounts:
  - 13.5.2.1. R5 000 000 for the Personal Liability section.
  - 13.5.2.2. R1 000 000 for the Vehicle Liability section.
  - 13.5.2.3. R1 000 000 for the Watercraft Liability section.

### Limit of compensation

- 13.5.3. The compensation is limited to the limit shown in the schedule at the time of the Insured event. This amount applies to any single event or for a series of incidents that are the result of one event.

### Excess

- 13.5.4. There is an excess in the schedule for this section. This is the amount you must pay before we start compensating you.

### The countries where you are insured under this section

- 13.5.5. Compensation under this section is world-wide.

## 13.6. What we do not insure

### Judgements or settlements under US or Canadian law

- 13.6.1. We do not compensate for:
  - 13.6.1.1. Any award or settlement made in countries that follow the laws of the USA or Canada.
  - 13.6.1.2. Any order made to enforce an award or settlement made in the USA or Canada.

### Liability related to your work, business and property

- 13.6.2. We do not compensate for Liability related to:
  - 13.6.2.1. Your employment, business or profession. This includes if you sell anything or provide services for any form of payment.

13.6.2.2. Hiring out any property, whether movable or immovable for money or any other benefit, unless the immovable property is used as a private home or outbuilding and is covered by your underlying insurance.

13.6.2.3. You buying, selling or swapping any movable or immovable property, or any liability that results because you failed to fulfill your obligations relating to such a sale or exchange.

Liability resulting from reckless or deliberate acts by you

13.6.3. We do not compensate for:

13.6.3.1. Liability claims that arises because you recklessly ignored the consequences of what you were doing or failing to do.

13.6.3.2. Liability claims that results from your own dishonest or fraudulent or malicious act.

13.6.3.3. Liability claims that results from a physical assault or seduction you commit.

Liability between people insured under the same policy

13.6.4. We do not compensate for Liability between people insured under this policy at the time of the event that gave rise to the Liability.

If you have other insurance

13.6.5. We do not compensate for Liability that results from loss of or damage to property to the extent that it is covered by any other insurance policy.

Liability related to vehicles, aircraft or watercraft

13.6.6. We do not compensate for:

13.6.6.1. Any Liability that results from the ownership or use of any aircraft. We compensate you for Liability that results from the use or ownership of model aircrafts and hang gliders.

13.6.6.2. Any Liability that relates to a law that controls the use of vehicles if:

- by law you must insure against the Liability; or
- the state or any government body or authority accepts Liability for the claim;

13.6.6.3. Any Liability for the loss of or damage to a vehicle, watercraft or aircraft that you own or that you look after or control.

13.6.6.4. Any Liability that relates to Motor Liability unless:

- it is covered by your underlying insurance; or
- the only reason it is not covered by your underlying insurance because it falls outside the countries where the underlying insurance applies;

13.6.6.5. Any Liability that results from the use or ownership of quad bikes and all-terrain vehicles.

- 13.6.6.6. Any Watercraft Liability if the maximum design speed of the watercraft is more than 100 kilometres per hour. If the design speed is less, we only compensate for Watercraft Liability if:
- it is covered by your underlying insurance; or
  - the only reason it is not covered by your underlying insurance because it falls outside the countries where the underlying insurance applies.

#### Fines and penalties

- 13.6.7. We do not compensate for any punitive damages, fines or penalties that you are held liable for, unless you would have been liable if there were no clauses or warranties.

#### Debt

- 13.6.8. We do not compensate for any Liability related to:

- 13.6.8.1. Any debt.
- 13.6.8.2. You failing to pay maintenance.
- 13.6.8.3. A breach of promise action.

#### HIV and AIDS Immunodeficiency

- 13.6.9. We do not compensate for any Liability related to:

- 13.6.9.1. Medical condition caused by or related to Human Immunodeficiency Virus (HIV) or any variations of HIV.
- 13.6.9.2. Medical condition caused by or related to Acquired Immunodeficiency Syndrome (AIDS) or any similar condition.

## 14. Mechanical and Electrical Breakdown Section

### 14.1. Definitions in this section

insured items	means any household appliances described in the schedule. Some examples are: <ul style="list-style-type: none"><li>• televisions, DVD players, hi-fis, home theatre systems;</li><li>• fridges, stoves, ovens, microwaves;</li><li>• washing machines, tumble dryers, dishwashers.</li></ul>
mechanical or electrical breakdown	means the failure of the insured item due to a hardware part malfunction caused by mechanical or electrical failure, when operated according to the manufacturer's instructions.
power surge	means any temporary increase (of any degree) in the current or voltage of an electrical circuit, electricity network or supply.
private home	means the main buildings and outbuildings at the address shown in the schedule.
you	means the policyholder(s) named in the schedule and members of the policyholder's family that live with them.

### 14.2. Who we insure

14.2.1. Under this section, we insure:

14.2.1.1. The policyholder.

14.2.1.2. **Members of the policyholder's family who live with them.**

### 14.3. What we insure

14.3.1. We compensate you for sudden and unforeseen mechanical and electrical damage excluding power surge damage to the insured item that is in your private home at the address shown in your schedule.

### 14.4. What we do not insure

Loss or damage that we do not insure

Theft

14.4.1. We do not compensate you for damage caused by theft, or attempted theft.

14.4.2. 14.4.2 Gradual damages

We do not compensate you for damage caused by or from any of the following:

14.4.2.1 Depreciation in value over time.

14.4.2.2 Deterioration in value resulting from repairs.

14.4.2.3 Wear and tear and any other gradually operating causes.

14.4.2.4 Rust, mildew, corrosion or decay.

14.4.2.4 Light, sunlight or normal climatic conditions.

#### Cleaning, dyeing, renovating and repairing

14.4.3. We do not compensate you for loss or damage caused by dyeing, renovating or repairing.

#### Confiscation and detention

14.4.4. We do not compensate you for loss or damage to items that are confiscated or detained by a process of law.

#### Using or treating items in the wrong way

14.4.5. We do not compensate you for damage because:

14.4.5.1. Tools were used on the insured item in the wrong way.

14.4.5.2. You or any other person made mistakes when installing the insured item.

14.4.5.3. The insured item was not maintained as the manufacturer recommended.

14.4.5.4. The insured item was used for something other than its normal home use.

14.4.5.5. Damage for which provision is made in terms of the guarantee or warranty issued by the manufacturer's of any electrical equipment.

#### Guarantees or warranties

14.4.6. We do not compensate you for damage to insured items that are covered under a manufacturer's guarantee or warranty.

#### Damage to glass and lenses

14.4.7. We do not compensate you for damage to glass, including scratched lenses.

#### Damage to parts of the insured property that have short life spans

14.4.8. We do not compensate you for damage to parts of the insured item that have a short life span. Some examples are:

- batteries, bulbs;
- speakers;
- tapes, ribbons;
- pilot lights;
- the plate inside the microwave;
- globes, clocks;
- hoses;
- air and water filters;



- fuses;
- belts, knobs;
- screen protectors;
- accessory cables;
- removable storage devices;
- obsolete spare parts;
- remote controls.

Damage to computers, laptops, palmtops, iPads, tablets and data processing equipment

14.4.9. We do not compensate you for damages to computers, laptops, palmtops, iPads, tablets and data processing equipment.

Electric gate motors

14.4.10. Under this section we do not compensate you for damage to electric gate motors.

## 14.5. Compensation

How we compensate you

14.5.1. We can choose one or more of the following ways to compensate you:

14.5.1.1. Paying the costs of the damage.

14.5.1.2. Replacing whatever is damaged.

14.5.1.3. Repairing whatever is damaged.

14.5.2. You must get our approval before doing any repairs or replacements. If you do not get our approval, we may reject your claim.

Limit of compensation

14.5.3. We compensate you up to the limit shown in the schedule.

Excess

14.5.4. There is an excess in the schedule for each item we insure under this section. This is the amount that you pay before we compensate you.

The countries where you are insured under this section

14.5.5. Compensation under this section applies to the Republic of South Africa only.

## 14.6. Special conditions

You must give proof of ownership

14.6.1. If we ask for it, you must give us acceptable proof that you owned an item, or acceptable proof of its value.