

allsure

# Policy wording



Authorised Financial Services Provider

A member of the  **OLDMUTUAL** Group

# MUTUAL & FEDERAL

PROTECTING WHAT'S IMPORTANT TO YOU. SINCE 1831

# allsure Value Added Services

## swiftcare – 0860 24 7 365

allsure automatically includes **swiftcare** – a value added service with quality benefits to assist you in the following emergency circumstances:

- Roadside assistance
- Home assistance
- Medical assistance

**swiftcare** is available to **allsure** policyholders 24 hours a day, 7 days a week and 365 days a year in South Africa, and on a telephonic access basis in neighbouring countries. Compensation for these benefits will only apply if the policyholder called the **swiftcare** call centre in the first instance for assistance.



## Critical 5 HIV Prevention Plan – 0860 MF CARE (0860 63 2273)

Mutual & Federal is serious about corporate social responsibility and has teamed up with the Health Finance Corporation and ER24 to bring you the Critical 5 HIV Prevention Plan – providing immediate assistance and preventative treatment for accidental exposure to HIV through rape, assault, needle stick injuries, motor vehicle accidents and other exposures, to all current **allsure** policyholders.



## Swift Accident Management Solutions (SAMS) - 0860 24 7 365

A value added service to provide fast and efficient towing assistance if your Mutual & Federal comprehensively insured vehicle is involved in a vehicle accident. The SAMS help-desk will immediately dispatch an approved towing operator and the vehicle will be towed to the closest Mutual & Federal repair centre. Full compensation for this benefit will only apply if the policyholder called the SAMS help-desk in the first instance for towing authorisation - otherwise a limited benefit will apply.



For more information or electronic versions of the above brochures, visit our website at [www.mf.co.za](http://www.mf.co.za).

Please contact your local Mutual & Federal office for “**DO NOT TOW**” stickers. To ensure that only authorised towing takes place, please affix these stickers to the inside of your Mutual & Federal insured vehicle(s), preferably on the small passenger window behind the driver.



# Mutual & Federal Multi-purpose Centres

Providing a quick and easy way to get accident damaged vehicles assessed and authorised for repairs.



## Why do we have a business partner at our Multi-purpose Centres?

**Mutual & Federal Multi-purpose Centres** are a service initiative to assist our clients and brokers.

Should you use our business partners to undertake your vehicle repairs once we have completed the assessment, we can do the following:

### **'Work-in-progress' checks**

Our on-site Motor Engineer will conduct spot checks whilst the repairs are in progress to ensure that work is carried out in accordance with our instructions.

### **Post repair inspection**

Once the repairs have been completed, our Motor Engineer will inspect and assess the quality of the repairs to ensure that our high standards are maintained.

## **Further advantages to you include:**

### **Quicker repairs**

We have a Service Level Agreement in place with our business partners that indicates the time period within which repairs must be completed.

### **Impact on average cost per claim**

It has been our experience that the average cost per claim is lower where vehicles are repaired by our business partners.

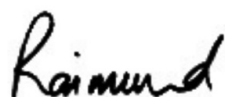
For more information on the **Multi-purpose Centre** closest to you, visit [www.mf.co.za](http://www.mf.co.za).

## Personal 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.



Signed for the insurer

Please make sure that your policy meets your needs. To change your policy, please contact your broker or us on **0860 22 55 63**.

# General

## 1. Introducing your **allsure** 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 **allsure** insurance policy

According to the terms and 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.
- **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);
  - 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.

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<i>You, your, yourself</i>	means the person named on the schedule as the policyholder.  In certain sections, you includes spouse and family who live with you and who are financially dependent on you.  See each section for who we insure.
<i>We, us, our</i>	means Mutual & Federal Insurance Company Limited, registration number 1970/006619/06.
<i>Spouse</i>	means a person who: <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>
<i>Beneficiary</i>	means the person you choose and whose name appears on the schedule to receive compensation if you die.
<i>Anniversary date</i>	means the date 12 months after the Start date of your policy, unless your policy specifically states otherwise.
<i>Consequential loss</i>	any additional loss or damage that happens as a result of the insured loss or damage.
<i>Excess</i>	means the first amount you must pay before we settle a claim.
<i>Exclusions</i>	means an event, loss or damage that is not insured.
<i>Liability</i>	means responsible in law.
<i>Held liable</i>	means held responsible in law by a South African Court.
<i>May</i>	means are entitled to.
<i>Period of insurance</i>	means for yearly policies: the period from the Start date of your insurance to the anniversary date;  for monthly policies: the period from the Start date of your insurance to the same day of the month one month later.
<i>Start date</i>	means the latest of the following dates: <ul style="list-style-type: none"><li>• the date on which insurance starts, as given in the schedule;</li><li>• the date that any change to your policy became effective.</li></ul>
<i>Schedule</i>	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.

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## 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 The countries where you are insured

- 3.1.1 The policy applies to South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe.
- 3.1.2 This condition does not apply to Personal Liability, Extended Personal Liability, Personal Accident, All Risks, Personal Computer, Bereavement Expenses and Hospital Cash Plan Sections.

### 3.2 Give us relevant, true and complete information

- 3.2.1 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:
  - 3.2.1.1 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;
  - 3.2.1.2 to inform us immediately if any information we have about you and the insured items is not true and complete;
  - 3.2.1.3 to inform us immediately about any changes to the information we have about you and the insured items;
  - 3.2.1.4 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.
- 3.2.2 If you do not fulfil all the obligations above, we may do one or more of the following:
  - 3.2.2.1 not accept your claim;
  - 3.2.2.2 cancel your policy;
  - 3.2.2.3 avoid your policy (avoiding the policy means treating it as null and void);
  - 3.2.2.4 recover any compensation we have given for previous claims.

### 3.3 Understand your policy

#### Check your schedule

- 3.3.1 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.**
- 3.3.2 You are not insured for an Insured event or under a section of insurance if:
  - the limit of compensation is left blank, has no amount next to it, or is shown as nil, not applicable or not insured;
  - there is no information under the heading.
- 3.3.3 If there is any inconsistency between the schedule and the rest of the policy, the schedule applies.



### Understand the excess

- 3.3.4 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

- 3.3.5 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

- 3.3.6 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

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

## 3.4 Look after the items you have insured

- 3.4.1 You have a duty to take reasonable care to prevent or reduce loss, damage, bodily injury and accidents.

## 3.5 Pay your premiums

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

### If you have a yearly policy

- 3.5.3 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.
- 3.5.4 **For the policy to start**, we must receive your premium within 15 days from the Start date shown in the schedule. If we do not receive your premium in this time, your policy will not start.
- 3.5.5 **For the policy to renew**, we must receive and accept your premium within 15 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.
- 3.5.6 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

- 3.5.7 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 in time.

- 3.5.8 **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.
- 3.5.9 **For the policy to renew each month**, you must pay your premium in advance every month by no later than the payment due date. The payment due date is a day of the month you have agreed to pay us the premium.
- 3.5.10 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.
- 3.5.11 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**

- 3.5.12 We may change your premium at any time. We will write to let you know 30 days before any change.

#### **Increases due to inflation**

- 3.5.13 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**

- 3.5.14 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.

## **3.6 Claiming**

### **Refer to specific terms in each section**

- 3.6.1 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**

- 3.6.2 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**

- 3.6.3 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. Our contact details appear in the policy.
- 3.6.4 You must give us:
- 3.6.4.1 full details of the claim;
  - 3.6.4.2 details of any other insurance you may have for the Insured event;

- 3.6.4.3 proof, statements, and any other information we ask for; and
- 3.6.4.4 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**

- 3.6.5 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**

- 3.6.6 Unless we give you our written permission, you must not:
  - 3.6.6.1 admit you are at fault, whether oral or written;
  - 3.6.6.2 make any promises, give or accept any compensation.

#### **Help to recover compensation**

- 3.6.7 You must give us reasonable help to:
  - 3.6.7.1 take steps against any other person to recover compensation we have given to you;
  - 3.6.7.2 identify and recover any items that have been lost or stolen and have been found.
- 3.6.8 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**

- 3.6.9 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**

- 3.6.10 We may accept or reject all or part of your claim.
- 3.6.11 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.
- 3.6.12 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**

- 3.6.13 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 financial adviser. If you do not have a financial adviser, please contact your local Mutual & Federal offices.
- 3.6.14 If you are still not satisfied, you have the right to contact the Short Term Insurance Ombudsman. You can find the contact details in the Disclosure notice attached to the schedule.
- 3.6.15 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.

## 3.7 The compensation we give

### Our choice of how to compensate

- 3.7.1 If you have a valid claim, we may choose one or more of the following ways to give compensation:
- 3.7.1.1 pay for repair at a repairer of our choice;
  - 3.7.1.2 replace the item through a supplier of our choice; or
  - 3.7.1.3 pay cash.
- 3.7.2 The decision about how we compensate is ours alone. Please check the terms, conditions and exclusions for compensation in each section.

### Make sure you are not under-insured

- 3.7.3 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.

- 3.7.4 Under-insurance does not apply to Personal Accident, All Risks, Personal Computers, Bereavement Expenses, Premium Waiver for Retrenchment and Redundancy, Identity Theft, Hospital Cash Plan, Motor, Personal Liability, Legal Costs, Extended Personal Liability, Mechanical and Electrical Breakdown and Home Employers' Labour Dispute.

### No interest

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

### If you have other short-term insurance for the same item

- 3.7.6 If any item we insure under this policy is also insured by other short-term 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:

80 000	which equals 44%
<hr/>	
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%.

- 3.7.7 Other short-term insurance does not apply to Personal Accident, Bereavement Expenses, Premium Waiver for Retrenchment or Redundancy, Identity Theft, Hospital Cash Plan and Home Employers' Labour Dispute.
- 3.7.8 You may only claim for medical expenses if you are unable to recover from any other insurance, including medical aid.

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

- 3.7.9 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 and conditions**

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

### 3.8 What we do not insure (exclusions)

- 3.8.1 These exclusions apply to all sections of this policy.

**We do not compensate for Consequential loss**

- 3.8.2 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**

- 3.8.3 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**

- 3.8.4 We do not compensate you for claims based on fraud, dishonesty or misrepresentation (giving misleading or incorrect facts) including exaggerated claims.
- 3.8.5 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.
- 3.8.6 We may cancel your policy immediately and you may face criminal charges.

**We do not compensate for scams**

- 3.8.7 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**

- 3.8.8 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**

- 3.8.9 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**

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

### **Pollution or contamination**

- 3.8.11 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**

- 3.8.12 We do not compensate you for claims resulting directly or indirectly from any of the following:
- 3.8.12.1 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;
  - 3.8.12.2 contamination from nuclear material in any form, including from nuclear waste;
  - 3.8.12.3 nuclear fission or fusion;
  - 3.8.12.4 nuclear weapons or nuclear explosion.
- 3.8.13 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**

- 3.8.14 We will not accept any claims for events resulting directly or indirectly from any one or more of the following:
- 3.8.14.1 labour disturbances, riots, strikes, lockouts or public disorder, or any acts that are aimed to cause these;
  - 3.8.14.2 war and warlike activities, for example invasion, acts of foreign enemies, and civil war (whether war is declared or not);
  - 3.8.14.3 martial law, mutiny, military uprising or a state of siege, or any event which may cause these;
  - 3.8.14.4 revolution, including protests, rebellion, civil disobedience, and inciting fear in the public;
  - 3.8.14.5 acts or attempts to overthrow the government or any local or tribal authority by force or by means of fear, terrorism or violence;
  - 3.8.14.6 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;
  - 3.8.14.7 any events for which a fund is established under the War Damage Insurance and Compensation Act, No 85 of 1976 or any similar Act;
  - 3.8.14.8 the acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.

## 3.9 Changing and cancelling this policy

### Changing the terms of this policy

- 3.9.1 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.
- 3.9.2 We may change the terms, conditions and exclusions of this policy by giving you 30 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

- 3.9.3 You may cancel this policy or any section of it at any time by letting us know.
- 3.9.4 We may cancel this policy or any section of it by giving you 30 days' notice in writing. We will send the notice to the last known address we have for you.
- 3.9.5 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.

## 3.10 South African law applies

- 3.10.1 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.

## 3.11 Sharing of insurance information

- 3.11.1 You acknowledge that sharing of insurance information about yourself, including credit information, for underwriting and claims purposes between insurers is in the public interest. It enables insurers to underwrite policies and assess risks fairly and to reduce fraudulent claims so that premiums can be limited.
- 3.11.2 You waive your right to privacy and those of any person that you represent regarding the information that you or another person on your behalf provides. You acknowledge that the information that you provide may be stored in the shared database and used as set out above. It can also be used for any decision about your policy or the meeting of any claim.
- 3.11.3 You consent to the information being given to another insurance company or its agents. You acknowledge that the information about yourself may be verified against legally recognised sources or databases.

## 3.12 SASRIA

- 3.12.1 Sasria SOC Ltd provides cover as shown in the schedule of this policy, for all sections covering your property insured.
- 3.12.2 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.  
  
This cover is limited to events in the Republic of South Africa only.
- 3.12.3 A full description of cover and exclusions are included in your schedule.

## 4. Household Goods Section

### 4.1 Definitions in this section

<i>You</i>	means the policyholder and other people we insure under this section.
<i>Home</i>	means the main building and buildings connected by a door to the main building (adjoining buildings) situated at the address shown in the schedule. It is the Home where you live permanently. Unless otherwise stated in the schedule, the buildings and adjoining buildings must be made of brick, stone or concrete with a slate, tile, metal, concrete or asbestos roof.
<i>Outbuildings</i>	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 otherwise stated in the schedule, the Outbuildings must be made of brick, stone or concrete with a slate, tile, metal, concrete or asbestos roof.
<i>Wild baboons or wild monkeys</i>	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. To be insured, these family members must be named in the schedule.

### 4.3 What we insure

- 4.3.1 You must refer to your schedule to see if you have Full insurance for Household Goods, or if you only have Limited Household Goods insurance.

#### **Full and Limited insurance for Household Goods**

- 4.3.2 This insurance gives compensation for loss of or damage to Household Goods caused by Insured events. Household Goods 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:
    - 4.3.2.1a personal belongings (clothes, handbags);
    - 4.3.2.1b equipment and appliances (audiovisual, vacuum cleaners, fridges);
    - 4.3.2.1c furnishings;
    - 4.3.2.1d fixtures and fittings that belong to you as the tenant, not the owner of the Private Home;

- 4.3.2.1e outdoor and garden items;
- 4.3.2.1f money and other negotiable instruments (cheques), see limit shown in schedule.
- 4.3.2.2 Business goods and equipment up to the limit shown in the schedule in any 12-month period. These goods and equipment must be kept inside the Home and Outbuildings.  
Examples include:
  - 4.3.2.2a computers, laptops, printers, scanners and software;
  - 4.3.2.2b office furniture.

## **Insured events**

### **Loss or damage by insured events**

- 4.3.3 We compensate you for loss or damage to Household Goods caused by the following Insured events:
  - 4.3.3.1 Fire, explosion and lightning;
  - 4.3.3.2 Malicious damage, except for loss or damage caused by someone living in the Home or Outbuildings;
  - 4.3.3.3 Storm, flood, wind, water, hail or snow except for loss or damage caused by or to any of the following:
    - 4.3.3.3a property in the open unless the property is designed or intended to operate in the open;
    - 4.3.3.3b any process which uses or applies water;
    - 4.3.3.3c deterioration, wear and tear or any gradually operating cause;
    - 4.3.3.3d rust, corrosion or mildew;
  - 4.3.3.4 Earthquake;
  - 4.3.3.5 Bursting, leaking or overflowing of pipes, water apparatus or oil-fired heating apparatus;
  - 4.3.3.6 We do not compensate you for damage to the apparatus or pipes themselves;
  - 4.3.3.7 Loss of or damage to Household Goods caused by impact to the Home and Outbuildings;
  - 4.3.3.8 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:
    - 4.3.3.8a faulty design, insufficient compacting of filling, poor construction;
    - 4.3.3.8b removal or weakening of support;
    - 4.3.3.8c structural alterations, additions or repairs;
    - 4.3.3.8d surface or subterranean excavations except those performed during mining operations;
    - 4.3.3.8e normal settlement, shrinkage or expansion;
    - 4.3.3.8f contraction or expansion of clay and similar soil types due to its moisture or water content.

In any action suit or other proceeding where we allege that, by reason of the provisions of this Insured event any damage is not insured by this insurance, the burden of proving the contrary shall rest with you.

- 4.3.3.9 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:
  - 4.3.3.9a in a building you are temporarily living in;
  - 4.3.3.9b in a building you are employed in;
  - 4.3.3.9c inside the building of a business where your Household Goods are being made up, altered, renovated, repaired, cleaned or dyed.
- 4.3.3.10 We compensate you up to the limit shown in the schedule.

### **Other loss or damage**

#### **Fire brigade charges**

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

#### **Loss of water by leaking**

- 4.3.5 We compensate you up to the limit shown in the schedule 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.
- 4.3.6 We only compensate you if the water reading is above the average of the previous 4 readings by 50% or more.
- 4.3.7 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.
- 4.3.8 We do not compensate you for water lost from:
  - 4.3.8.1 leaking taps, geysers, or toilets;
  - 4.3.8.2 swimming pools or leaks in their inlet or outlet pipes;
  - 4.3.8.3 leaks that happen when the Home or Outbuildings are not occupied for more than 30 days.
- 4.3.9 You can claim for a maximum of 2 separate incidents of this kind in each 12-month period.
- 4.3.10 We compensate you up to the limit shown in the schedule.

#### **Cost of clearing debris after an Insured event**

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

#### **Loss or damage from theft or attempted theft**

##### **From the Home and Outbuildings**

- 4.3.12 We compensate you for loss or damage to Household Goods caused by theft or attempted theft from:
  - 4.3.12.1 the Home;
  - 4.3.12.2 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;
  - 4.3.12.3 a building you are temporarily living in;
  - 4.3.12.4 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;



- 4.3.12.5 a commercial storage facility where you have deposited Household Goods for safe keeping or at any hotel, guesthouse, club or bank safe;
- 4.3.12.6 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**

- 4.3.13 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:
  - 4.3.13.1 laundry;
  - 4.3.13.2 garden and swimming pool furniture and equipment, pool safety nets and covers.

#### **While moving Household Goods to a new Home**

- 4.3.14 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 professional movers are moving them when you permanently move Home.

#### **While you are transporting Household Goods**

- 4.3.15 We compensate you up to the limit shown in the schedule for the following:
  - 4.3.15.1 theft of Household Goods if they are being moved to or from a commercial storage facility or bank safety deposit facility;
  - 4.3.15.2 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;
  - 4.3.15.3 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.

#### **Trauma counselling after a violent event**

- 4.3.16 We compensate you up to the limit shown in the schedule if you or your domestic staff need professional counselling after being a victim of violent theft, attempted theft or hold up.

#### **Loss or damage to the garden**

- 4.3.17 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:
  - 4.3.17.1 fire;
  - 4.3.17.2 fire fighting;
  - 4.3.17.3 explosion;
  - 4.3.17.4 impact by vehicles, aircraft, other aerial devices or other objects dropped from the air;
  - 4.3.17.5 malicious damage.
- 4.3.18 We do not compensate you if theft or attempted theft causes the loss or damage.

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

- 4.3.19 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.
- 4.3.20 To receive compensation, the Insured event must have taken place at the Home and Outbuildings.
- 4.3.21 This excludes money and negotiable instruments (for example, cheques).

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

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

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

- 4.3.25 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.
- 4.3.26 We do not compensate you for the value that you attach to the document's content.

### **Loss or damage to Household Goods in Outbuildings not made of brick, stone or concrete with slate, tile, metal, concrete or asbestos roof**

- 4.3.27 We compensate you up to the limit shown in the schedule for your Household Goods while in the Outbuildings which are not made of brick, stone or concrete with a slate, tile, metal, concrete or asbestos roof. Loss or damage caused by theft must have visible signs of forced entry or exit.

### **Employing a security guard**

- 4.3.28 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**

- 4.3.29 We compensate you up to the limit shown in the schedule for reasonable costs to repair or replace lost or damaged:
  - 4.3.29.1 keys, including card keys;
  - 4.3.29.2 locks;
  - 4.3.29.3 remote controls.
- 4.3.30 We compensate you up to the limit shown in the schedule only if you occupy the Home and Outbuildings and need the above devices for doors, windows, safes or alarms for that Home and Outbuildings.

### **Alternative accommodation and rent**

- 4.3.31 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:
  - 4.3.31.1 the rent which you pay as the occupier of the Home or Outbuilding;
  - 4.3.31.2 alternative accommodation of similar value and location as the Home or Outbuilding.

- 4.3.32 We only compensate you for a period reasonably needed to make the Home or Outbuilding fit to live in again.
- 4.3.33 We do not compensate you for more than 25% of the limit of compensation for Household Goods.

#### **Medical and veterinary expenses**

- 4.3.34 We compensate you up to the limit shown in the schedule for medical and veterinary expenses for accidental bodily injury under the following circumstances:
  - 4.3.34.1 domestic animal you own injures another person;
  - 4.3.34.2 injury to a guest or visitor arising from any defect in the Home and Outbuildings;
  - 4.3.34.3 injury to domestic staff while working for you;
  - 4.3.34.4 a road accident injury to a domestic animal that you own.
- 4.3.35 We do not compensate you if the injured person or animal is covered by any other insurance, including medical aid.

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

- 4.3.36 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.
- 4.3.37 There are different limits of compensation depending on your age.

#### **Accidental damage to audiovisual equipment**

- 4.3.38 We compensate you for accidental damage to any of the following Household Goods:
  - 4.3.38.1 television sets, video recorders, decoders, satellite dishes or aerials;
  - 4.3.38.2 sound reproduction equipment, DVD players including Blu-ray players;
  - 4.3.38.3 proximas and multi-media projectors.
- 4.3.39 We do not compensate you for loss or damage to:
  - 4.3.39.1 Household Goods that are not in the Home and Outbuildings;
  - 4.3.39.2 damage caused by mechanical or electric breakdown;
  - 4.3.39.3 audiovisual equipment caused by power surges.

#### **Accidental damage to glass**

- 4.3.40 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**

- 4.3.41 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 results from either:
  - 4.3.41.1 breakdown or accidental damage to the fridge or freezer;
  - 4.3.41.2 failure of the public power supply.
- 4.3.42 We do not compensate you for:
  - 4.3.42.1 damage to fridges or freezers themselves;
  - 4.3.42.2 spoiling because of load shedding by a power supply authority, unless the power cut is longer than 24 hours;
  - 4.3.42.3 spoiling that has happened because you have not paid for or bought sufficient power or fuel.

### **Accidental damage to domestic telephone instruments**

- 4.3.43 We compensate you up to the limit shown in the schedule for each domestic telephone instrument accidentally damaged in the Home and Outbuildings.
- 4.3.44 We do not compensate you for damage to:
- 4.3.44.1 cellular telephones;
  - 4.3.44.2 mobile communication equipment.

### **Damage by wild baboons or wild monkeys**

- 4.3.45 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.

## **Householder's Liability**

### **Liability as occupant of the Home and Outbuildings**

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

- 4.3.46 We compensate you if you are held liable as the occupant of the Home and Outbuildings for:
- 4.3.46.1 accidental death of another person occurring in the period of insurance;
  - 4.3.46.2 accidental bodily injury or illness of another person occurring in the period of insurance;
  - 4.3.46.3 accidental loss of or damage to property belonging to another person occurring in the period of insurance.

### **Compensation**

- 4.3.47 The compensation includes the following:
- 4.3.47.1 the amounts you are liable for;
  - 4.3.47.2 legal costs of the other person that you are liable for;
  - 4.3.47.3 costs that you incur with our permission to settle or defend the claim against you.

### **Limit of compensation**

- 4.3.48 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**

- 4.3.49 We compensate you if you are held liable as the tenant of the Home and Outbuildings for:
- 4.3.49.1 damage to the Home and Outbuildings, including fixtures and fittings, caused by an Insured event under this section occurring in the period of insurance;
  - 4.3.49.2 accidental damage to fixed sanitaryware (for example, toilets, sinks or baths) or fixed glass occurring in the period of insurance;
  - 4.3.49.3 accidental damage to water, sewerage, gas, electricity or telephone connections occurring in the period of insurance;
  - 4.3.49.4 accidental death of another person occurring in the period of insurance;

- 4.3.49.5 accidental bodily injury or illness of another person occurring in the period of insurance;
- 4.3.49.6 accidental loss of or damage to property belonging to another person occurring in the period of insurance.

### **Compensation**

- 4.3.50 The compensation includes the following:
  - 4.3.50.1 the amounts you are liable for;
  - 4.3.50.2 legal costs of the other person that you are liable for;
  - 4.3.50.3 costs that you incur to settle or defend the claim against you with our permission.

### **Limit of compensation**

- 4.3.51 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**

- 4.3.52 We do not compensate for Liability claimed by any of the following people:
  - 4.3.52.1 you or any member of your family who normally lives with you;
  - 4.3.52.2 your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);
  - 4.3.52.3 your employees, other than your domestic 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**

- 4.3.53 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:
  - 4.3.53.1 you or any member of your family who normally lives with you;
  - 4.3.53.2 your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);
  - 4.3.53.3 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**

- 4.3.54 We do not compensate for Liability related to:
  - 4.3.54.1 your employment, business or profession;
  - 4.3.54.2 your ownership, occupation or renting of land or buildings other than the Home and Outbuildings insured under this section;
  - 4.3.54.3 aircraft, vehicles or watercraft that you or your domestic employees own, look after or control.

#### **Liability related to support of property**

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



### **Accidental damage (optional)**

**This insurance is optional. You must refer to your schedule to see if you have it.**

- 4.3.56 We compensate you up to the limit shown in the schedule for accidental damage to Household Goods in the Home and Outbuildings. This includes damage caused by power surges.
- 4.3.57 There is an excess in the schedule for this cover. This is the amount that you must pay before we will start compensating you.
- 4.3.58 We do not compensate you for loss or damage caused by:
  - 4.3.58.1 wear and tear, rust, mildew, corrosion or decay, moths, vermin or other insects or their larvae or your own domestic pets;
  - 4.3.58.2 depreciation or any gradual operating cause, process of dyeing, cleaning or renovating;
  - 4.3.58.3 the action of light or climatic condition;
  - 4.3.58.4 electronic, electrical or mechanical breakdown, breakage or failure;
  - 4.3.58.5 overwinding of items such as clocks;
  - 4.3.58.6 cracking, scratching, denting or chipping of furniture, glass, glassware, jewellery or other brittle articles;
  - 4.3.58.7 confiscation or detention by any process of law;
  - 4.3.58.8 deliberate power cuts or load shedding;
  - 4.3.58.9 consequential damage of any nature.
- 4.3.59 We do not compensate you for loss of or damage to:
  - 4.3.59.1 to garden equipment, furniture or tools. This includes equipment for a pool or a pond;
  - 4.3.59.2 to sporting equipment if it was damaged while in use;
  - 4.3.59.3 to firearms;
  - 4.3.59.4 to portable computer equipment, cellular phones, mobile communication equipment, hand-held portable telephones, videos, audio tapes, compact discs and DVDs;
  - 4.3.59.5 to personal belongings;
  - 4.3.59.6 covered by any manufacturer's guarantee, purchase agreement or service contract.

### **Limited Household Goods insurance (optional)**

Refer to your schedule to see if you have Full insurance for Household Goods, or if you only have Limited Household Goods insurance.

- 4.3.60 If you have Limited Household Goods insurance, we will only compensate you for the following loss or damage (Refer to the content under the headings of the **Full and Limited Household Goods insurance (4.3.2)**):
  - 4.3.60.1 goods in your Home and Outbuilding up to the limit shown in the schedule;
  - 4.3.60.2 business goods and equipment up to the limit shown in the schedule;
  - 4.3.60.3 loss or damage by Insured events;
  - 4.3.60.4 fire brigade charges;
  - 4.3.60.5 loss of water by leaking;
  - 4.3.60.6 cost of clearing debris after an Insured event;
  - 4.3.60.7 Householders' Liability
- 4.3.61 You are not insured for any other events or items listed under the heading '**Other loss or damage**' and '**Loss or damage from theft or attempted theft**'.

## 4.4 What we do not insure

- 4.4.1 We do not compensate you for any of the following:
  - 4.4.1.1 theft of money and negotiable instruments except from the Home and Outbuildings. You must show that there are visible signs of forced entry or exit;
  - 4.4.1.2 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;
  - 4.4.1.3 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;
  - 4.4.1.4 loss of or injury to animals other than that specifically described in this section;
  - 4.4.1.5 loss of or damage to or theft or attempted theft of:
    - 4.4.1.5a more than one gold coin, stamp and coin collections;
    - 4.4.1.5b cell phones;
    - 4.4.1.5c motor vehicles including their fitted accessories;
    - 4.4.1.5d caravans and trailers including their fitted accessories;
    - 4.4.1.5e air or watercraft and their fitted accessories and equipment (not a surfboard or paddle ski);
  - 4.4.1.6 loss of or damage arising from:
    - 4.4.1.6a wear and tear, rust, mildew, corrosion or decay;
    - 4.4.1.6b depreciation or any gradual operating cause such as rust;
    - 4.4.1.6c the action of light or climatic conditions;
    - 4.4.1.6d electronic, electrical or mechanical breakdown, breakage or failure;
    - 4.4.1.6e moths or other insects or their larvae, vermin, rodents or your own domestic pets;
  - 4.4.1.7 stock-in-trade that you own or are responsible for;
  - 4.4.1.8 loss of or damage to Household Goods that are more specifically insured elsewhere in this policy;
  - 4.4.1.9 loss or damage or breakage covered by a manufacturer's purchase agreement, guarantee or service contract;
  - 4.4.1.10 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 Home under goes any renovations or structural building alterations.

## 4.5 Compensation

### How we compensate you

- 4.5.1 We compensate you for loss of or damage to Household Goods by one or a combination of the following:
  - 4.5.1.1 paying the costs of the loss or damage;
  - 4.5.1.2 replacing whatever is lost or damaged;
  - 4.5.1.3 repairing whatever is damaged.

- 4.5.2 We base the compensation on the replacement value of similar new goods at the time of the loss or damage. The limit of compensation is the limit shown in the schedule.

#### **Limits of compensation**

- 4.5.3 Your schedule shows the limits of compensation of each event or item we insure.
- 4.5.4 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.

#### **Excess**

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

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

- 4.5.7 It is your responsibility to insure your Household Goods for the replacement value.
- 4.5.8 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.

## 4.6 Special conditions

#### **You must give proof of ownership**

- 4.6.1 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**

- 4.6.2 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.
- 4.6.3 If you do not have this certificate, your claim will be limited to the limit shown in the schedule for each item.

#### **You must keep jewellery and watches in a safe**

- 4.6.4 You must keep jewellery and watches over a certain value in a safe. This is called the 'safe warranty limit'.
- 4.6.5 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.

#### **Pairs and sets**

- 4.6.6 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.

#### **Security measures**

##### **Burglar bars**

- 4.6.7 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.

### **Security gates**

- 4.6.8 If the schedule states that you have security gates, 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:
- 4.6.8.1 the security gates are fitted;
  - 4.6.8.2 the security gates are locked when your Home is left unattended.

### **Alarm system**

- 4.6.9 If the schedule states that you have a SAIDSA approved 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:
- 4.6.9.1 the alarm system is installed;
  - 4.6.9.2 the alarm is fully operational and armed whenever the main Home is unattended;
  - 4.6.9.3 the alarm is linked to a 24-hour control centre with an armed response unit; and
  - 4.6.9.4 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.
- 4.6.10 We do not consider occupation of an outbuilding to be occupation of the Home.
- 4.6.11 If you do not comply with this security measure, we do not compensate you for theft or attempted theft of household goods.

### **Tell us if you are away for more than 60 days**

- 4.6.12 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. 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.

### **Surveys**

- 4.6.13 We may ask a surveyor to survey your Home and Outbuildings at any time.
- 4.6.14 Based on the outcome of this survey, we may immediately do one of the following:
- 4.6.14.1 change the terms, conditions and exclusions of your insurance;
  - 4.6.14.2 cancel your insurance;
  - 4.6.14.3 treat your insurance as null and void.

## 5. Personal Liability Section

### 5.1 Definitions in this section

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You means the policyholder and anyone we insure under this section.

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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 Houseowners' 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, other than domestic 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.

## 6. Houseowners Section

### 6.1 Definitions in this section

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<i>You</i>	means the policyholder.
<i>Private Home</i>	means the buildings at the address shown in the schedule. Unless otherwise stated in the schedule, the buildings must be made of brick, stone or concrete with a slate, tiled, metal, concrete or asbestos roof. The Private Home includes: <ul style="list-style-type: none"><li>• the main Home;</li><li>• domestic Outbuildings, Home offices, private garages;</li><li>• paths and driveways made of brick, concrete, asphalt, stone but not gravel;</li><li>• walls, gates, metal palisades, and fences on the grounds but not those made of wood, wire or plants;</li><li>• your fixtures and fittings (including fitted carpets) therein or thereon;</li><li>• carports;</li><li>• water, sewerage, gas, electricity and telephone connections;</li><li>• fixed generators;</li><li>• jacuzzis, saunas, domestic water pumps, solar heating panels;</li><li>• fixed swimming pools, fixed filtration plants, heat pumps, automatic pool cleaners, safety nets and covers;</li><li>• tennis courts;</li><li>• TV and radio aerials, satellite dishes, masts and lightning conductors.</li><li>• Solar geysers and solar geyser heating panels.</li></ul>
<i>Wild baboons or wild monkeys</i>	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.

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### 6.2 Who we insure

6.2.1 We insure the policyholder named in the schedule.

### 6.3 What we insure

#### **Loss or damage by Insured events**

6.3.1 We compensate you for loss or damage caused to the Private Home by Insured events. The Insured events are:

6.3.1.1 Fire, explosion and lightning;

6.3.1.2 Malicious damage, except for loss or damage caused by someone living in the Private Home or Outbuildings;

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

6.3.1.3a loss or damage to property caused by any process which uses or applies water;

6.3.1.3b deterioration, wear and tear or any gradual operating cause;

6.3.1.3c rust, corrosion or mildew;

- 6.3.1.3d movement of the land supporting the building even if this movement is caused directly or indirectly by storm, flood, wind, water, hail or snow. (Compensation for loss or damage caused by movement of the land supporting the Private Home resulting from flowing surface water is insured);
- 6.3.1.3e retaining walls;
- 6.3.1.3f gates and fences not constructed of stone, concrete, steel or bricks;
- 6.3.1.3g rise in damp or rise in the water table.
- 6.3.1.4 Earthquake;
- 6.3.1.5 Bursting, leaking or overflowing of pipes, water apparatus or oil-fired heating apparatus;
- 6.3.1.6 Loss of or damage to the Private Home caused by impact by:
  - 6.3.1.6a any aircraft or aerial devices (eg a hot-air balloon) or any object falling from them;
  - 6.3.1.6b a vehicle crashing into the Private Home;
  - 6.3.1.6c falling trees or part of trees;
  - 6.3.1.6d animals.
- 6.3.1.7 Gradual sinking of land (subsidence), and landslip of the land supporting the Private Home if shown in the schedule.
  - 6.3.1.7a Except for loss or damage caused to or by:
    - 6.3.1.7(i) drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates;
    - 6.3.1.7(ii) fences, driveways, paving, swimming pools, swimming pool borders or tennis courts;
    - 6.3.1.7(iii) or made worse by faulty design, insufficient compacting of filling, poor construction;
    - 6.3.1.7(iv) removal or weakening of support;
    - 6.3.1.7(v) structural alterations, additions or repairs;
    - 6.3.1.7(vi) surface or subterranean excavations except those performed during mining operations;
    - 6.3.1.7(vii) normal settlement, shrinkage or expansion;
    - 6.3.1.7(viii) contraction or expansion of clay and similar soil types due to the moisture or water content.
  - 6.3.1.7b We do not compensate you for the cost of underpinning or piling the foundations.

In any action suit or other proceeding where we allege that, by reason of the provisions of this Insured event any damage is not insured by this insurance, the burden of proving the contrary shall rest with you.
- 6.3.1.8 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.

### **Other loss or damage**

#### **TV aerials, satellite dishes and masts**

- 6.3.2 We compensate you for accidental breakage or collapse of fixed radio or TV aerials, satellite dishes and masts.

### **Glass and sanitaryware**

- 6.3.3 We compensate you for accidental breakage of fixed glass and fixed sanitaryware (for example, toilets, sinks or baths). However, we do not insure damage due to chipping or scratching or other surface damage.
- 6.3.4 We do not compensate you for breakage of these items if they are not in the Private Home, or if the Private Home is not occupied.

### **Water-pumping machinery**

- 6.3.5 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.
- 6.3.6 We do not compensate you for more than the limit shown in the schedule.

### **Public supply or mains connections**

- 6.3.7 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.

### **Alternative accommodation and rent**

- 6.3.8 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:
- 6.3.8.1 rent that you lose;
  - 6.3.8.2 alternative accommodation of similar value and location to the Private Home.
- 6.3.9 We only compensate you for a period reasonably needed to make the Private Home fit to live in again.
- 6.3.10 We do not compensate you for more than 25% of the limit of compensation on the Private Home.

### **Public authorities' requirements**

- 6.3.11 We compensate you up to the limit shown in the schedule for the necessary costs of repairing or rebuilding to meet the requirements of public authorities.
- 6.3.12 The repairs or rebuilding must be as a result of loss or damage to the Private Home from an Insured event.
- 6.3.13 We do not compensate you for public authorities' requirements relating to defects in workmanship, design, planning or specifications.

### **Fire brigade charges**

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

### **Demolition and professional fees**

- 6.3.15 If there is loss or damage to the Private Home caused by an Insured event, we compensate you up to the limit shown in the schedule for the necessary and reasonable costs of:
- 6.3.15.1 demolishing the Private Home;
  - 6.3.15.2 clearing the site;
  - 6.3.15.3 putting up hoardings needed during building operations;
  - 6.3.15.4 architects' fees, quantity surveyors' fees and consulting engineers' fees;
  - 6.3.15.5 local authorities' inspection fees.
- 6.3.16 We only compensate you if you have our consent in writing to incur these costs.

### **Employing a security guard**

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

### **Loss of water by leaking**

- 6.3.19 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.
- 6.3.20 We only compensate you if the water reading is above the average of the previous 4 readings by 50% or more.
- 6.3.21 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.
- 6.3.22 We do not compensate you for water lost from:
- 6.3.22.1 leaking taps, geysers, or toilets;
  - 6.3.22.2 swimming pools or leaks in their inlet or outlet pipes;
  - 6.3.22.3 leaks that happen when the private residence is not occupied for more than 30 days.
- 6.3.23 We compensate you up to the limit shown in the schedule.
- 6.3.24 You can claim for a maximum of 2 separate incidents of this kind in each 12-month period.

### **Removing fallen trees**

- 6.3.25 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.
- 6.3.26 We compensate you up to the limit shown in the schedule.
- 6.3.27 You can only claim once for this type of cover in each 12-month period.

### **Keys, locks and electronic security devices**

- 6.3.28 We compensate you up to the limit shown in the schedule for reasonable costs to repair or replace lost or damaged:
- 6.3.28.1 keys, including card keys;
  - 6.3.28.2 locks;
  - 6.3.28.3 remote controls.
- 6.3.29 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**

- 6.3.30 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**

- 6.3.31 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:
- 6.3.31.1 fire;
  - 6.3.31.2 fire fighting;

- 6.3.31.3 explosion;
  - 6.3.31.4 impact by vehicles, aircraft, other aerial devices or other objects dropped from the air;
  - 6.3.31.5 malicious damage.
- 6.3.32 We do not compensate you if theft or attempted theft causes the loss or damage.

#### **Special alterations to your Private Home**

- 6.3.33 We will compensate you for the necessary and reasonable costs for special alterations to facilitate access to the Private Home.
- 6.3.34 These special alterations are as a result of an accident that causes bodily injury which leaves you permanently disabled and bound to a wheelchair.
- 6.3.35 You must have our permission in writing before you can incur these costs.
- 6.3.36 The maximum compensation limit is shown in the schedule.

#### **Cover before property transfer**

- 6.3.37 We will compensate you for loss or damage to the Private Home caused by an Insured event for the period between you signing a Deed of Sale and the transfer of the property into your name by the Deeds Office.
- 6.3.38 This only covers property you buy and insure in terms of this policy.
- 6.3.39 This cover will not apply if the Private Home is insured by the seller or on the seller's behalf.

#### **Houseowners' Liability**

##### **What is insured under the Houseowners' Liability section**

- 6.3.40 We compensate you if you are held liable as the owner of the Private Home for:
- 6.3.40.1 accidental death of another person occurring in the period of insurance;
  - 6.3.40.2 accidental bodily injury or illness of another person occurring in the period of insurance;
  - 6.3.40.3 accidental loss of or damage to property belonging to another person occurring in the period of insurance.

##### **Compensation**

- 6.3.41 The compensation includes the following:
- 6.3.41.1 the amounts you are liable for;
  - 6.3.41.2 legal costs of the other person that you are liable for;
  - 6.3.41.3 costs that you incur to settle or defend the claim against you with our permission.

##### **Limit of compensation**

- 6.3.42 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**

- 6.3.43 We do not compensate for Liability claimed by any of the following people:
- 6.3.43.1 you or any member of your family who normally lives with you;

- 6.3.43.2 your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);
- 6.3.43.3 your employees, other than your domestic 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**

- 6.3.44 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:
  - 6.3.44.1 you or any member of your family who normally lives with you;
  - 6.3.44.2 your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);
  - 6.3.44.3 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**

- 6.3.45 We do not compensate for Liability related to:
  - 6.3.45.1 your employment, business or profession;
  - 6.3.45.2 your ownership or occupation of land or buildings other than the Private Home insured under this section;
  - 6.3.45.3 aircraft, vehicles or watercraft that you or your domestic employees own, look after or control.

**Liability related to support of property**

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

**Accidental damage to fixed machinery used in your Private Home (optional)**

**This insurance is optional. You must refer to your schedule to see if you have it.**

**What we compensate you for**

- 6.3.47 We compensate you for accidental loss of or damage to fixed machinery that you use for domestic purposes. The following items are insured:
  - 6.3.47.1 fixed machinery for swimming pools (excluding automatic pool cleaners);
  - 6.3.47.2 fixed machinery for jacuzzis, boreholes (excluding windmills), spray irrigation systems, filtration equipment, air conditioners, electrical gates and motor garage doors installed at the Private Home.
- 6.3.48 The limit of compensation for any one event is the limit shown in the schedule.
- 6.3.49 There is an excess in the schedule for this cover. This is the amount that you must pay before we will start compensating you.

**What we do not compensate you for accidental damage**

- 6.3.50 We do not compensate you for loss of or damage to fixed machinery directly or indirectly caused by:
  - 6.3.50.1 depreciation, gradual causes, wear and tear;
  - 6.3.50.2 faulty design or workmanship or using tools or equipment in an incorrect manner;
  - 6.3.50.3 rodents, ants, moths or other insects and their larvae, vermin or your own domestic pets;
  - 6.3.50.4 cleaning, repairing or renovating;



- 6.3.50.5 rust, subsidence, landslip or the collapse of any building;
- 6.3.50.6 purposefully overloading the machine.
- 6.3.51 We do not compensate you for any loss or damage that is insured under a manufacturer's warranty or by a service contract.

#### **Power surges (optional)**

**This insurance is optional. You must refer to your schedule to see if you have it.**

- 6.3.52 We compensate you for damage to the Private Home that is caused by power surges from accidental changes in the power supply of a public supply authority. We do not compensate you if the main electrical distribution boards of the Private Home are not protected with surge protectors, lightning arrestors or other protection devices installed to SANS 10142 specification.
- 6.3.53 We do not compensate you for power surges caused by deliberate power cuts or load shedding.
- 6.3.54 The limit of compensation for any one event or series of events is the limit shown in the schedule.
- 6.3.55 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 What we do not insure

#### **Loss or damage caused by or from:**

- 6.4.1 Electronic, electrical or mechanical breakdown, breakage or failure.
- 6.4.2 Rust, corrosion or mildew.
- 6.4.3 Moths or other insects or their larvae, vermin, rodents or your own domestic pets.
- 6.4.4 Wear and tear or other gradually operating causes.

#### **If you do not maintain your Private Home**

- 6.4.5 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**

- 6.4.6 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**

- 6.4.7 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:
  - 6.4.7.1 glass and sanitaryware (for example, toilets, sinks and baths);
  - 6.4.7.2 alternative accommodation and rent;
  - 6.4.7.3 Houseowners' Liability.

#### **Ensure compliance with building laws and regulations**

- 6.4.8 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.

## 6.5 Compensation

### How we compensate you

- 6.5.1 We compensate you for loss of or damage to the Private Home by one or a combination of the following:
- 6.5.1.1 paying the costs of the loss or damage;
  - 6.5.1.2 replacing whatever is lost or damaged;
  - 6.5.1.3 repairing whatever is damaged.
- 6.5.2 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

- 6.5.3 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.
- 6.5.4 This 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.

- 6.5.5 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:
- 6.5.5.1 the credit provider did not know that you acted in a way that made this insurance invalid;
  - 6.5.5.2 the credit provider tells us of the act or omission as soon as it becomes aware of it; and
  - 6.5.5.3 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

- 6.5.6 It is your responsibility to insure your Private Home for the replacement value. The replacement value means:
- 6.5.6.1 the cost to repair or rebuild the Private Home at the time of the loss or damage with new materials; and
  - 6.5.6.2 the cost of demolition and professional fees.
- 6.5.7 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**

- 6.5.8 We do not have a duty to repair the Private Home to precisely match its previous state.
- 6.5.9 We will repair it as close as circumstances reasonably allow.
- 6.5.10 Where we cannot match it exactly, we will use materials that, in our opinion, match the damaged or lost materials as closely as possible.
- 6.5.11 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.

### **Excess**

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

## **6.6 Special conditions**

### **Security measures**

#### **Burglar bars**

- 6.6.1 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.

#### **Security gates**

- 6.6.2 If the schedule states that you have security gates, 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:
  - 6.6.2.1 the security gates are fitted;
  - 6.6.2.2 the security gates are locked when your Private Home is left unattended.

#### **Tenants' behaviour**

- 6.6.3 If a tenant living in the Private Home acts in a way that would make this policy invalid, we still compensate you if:
  - 6.6.3.1 you did not know of or agree to the tenant's action or omission;
  - 6.6.3.2 you tell us about the action or omission as soon as you find out about it;
  - 6.6.3.3 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.

#### **Surveys**

- 6.6.4 We may ask a surveyor to survey your Private Home at any time.
- 6.6.5 Based on the outcome of this survey, we may immediately do one of the following:
  - 6.6.5.1 change the terms, conditions and exclusions of your insurance;
  - 6.6.5.2 cancel your insurance;
  - 6.6.5.3 treat your policy as null and void.

## 7. Personal Accident Section

### 7.1 Definitions in this section

<i>You</i>	means the policyholder and other people named in the schedule.
<i>Accident</i>	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.
<i>Bodily injury</i>	means a physical injury to the body caused by an accidental, violent, visible and external event.

### 7.2 Who we insure

7.2.1 We only give compensation for death, disability and medical expenses for Personal Accident 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

#### **Full insurance or Motor Vehicle Accidents only**

7.3.1 Your schedule shows which type of insurance you chose. You have chosen either of the following:

- 7.3.1.1 Full insurance;
- 7.3.1.2 Insurance for Motor Vehicle Accidents only.

#### **Death and disability after an accident**

7.3.2 We compensate you up to the amount shown in the schedule for:

- 7.3.2.1 Death;
- 7.3.2.2 Permanent Disability (optional cover);
- 7.3.2.3 Temporary Disability (optional cover);
- 7.3.2.4 Medical Expenses (optional cover).

7.3.3 Please check your schedule to see what you are insured for.

#### **If you disappear**

7.3.4 If you disappear we give compensation as if you had died, if both of the following occurs:

- 7.3.4.1 we receive a copy of the court order of Presumption of Death;
- 7.3.4.2 we have no reason to believe that any event other than an accident took place.

7.3.5 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**

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

### **Repatriation costs**

- 7.3.7 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.

### **Bereavement expenses**

- 7.3.8 If you die from an accident, we compensate you, your beneficiary or your estate for the Bereavement Expenses up to the limit shown in the schedule.

### **Trauma counselling after a violent event**

- 7.3.9 We compensate you up to the limit shown in the schedule if you or your domestic staff need professional counselling after being a victim of violent theft, attempted theft or hold up.

### **Double compensation**

- 7.3.10 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:
- 7.3.10.1 you have chosen insurance for Death, Permanent Disability and Temporary Disability;
  - 7.3.10.2 you have surviving children under the age of 18 years who are dependent on you and your spouse;
  - 7.3.10.3 you, your spouse and your children are all members of the same household at the time of the accident.

## **7.4 What we do not insure**

### **Pre-existing medical conditions**

- 7.4.1 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**

- 7.4.2 We do not compensate you for any claim under this section caused by:
- 7.4.2.1 any sport as a professional;
  - 7.4.2.2 extreme activities such as paragliding, skydiving, hang-gliding, off-road motorcycling, quad-biking or free climbing;
  - 7.4.2.3 wrestling, boxing or martial arts;
  - 7.4.2.4 racing, speed or endurance events on or in power-driven vehicles or craft;
  - 7.4.2.5 flying, other than as a passenger in a legally licensed passenger-carrying aircraft;
  - 7.4.2.6 mountaineering where the use of ropes or a guide is necessary; or
  - 7.4.2.7 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**

- 7.4.3 We do not compensate you for death, disability or bodily injury that results from you being under the influence of alcohol or drugs.

- 7.4.4 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.
- 7.4.5 If your alcohol level is above the legal limit, we consider that you are under the influence of alcohol.

#### **Intentional misconduct**

- 7.4.6 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**

- 7.4.7 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**

- 7.4.8 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**

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

## 7.5 Compensation

- 7.5.1 Limits of compensation table

	<b>Amount of compensation and conditions</b>
<b>Type A:</b> Death	The limit of compensation shown in the schedule.
<b>Type B:</b> Permanent disability (permanent loss of or damage to senses or limbs) (optional)	A percentage of the limit of compensation shown in the schedule according to the percentages shown in the tables below.
<b>Type C:</b> Temporary disability (inability to work) (optional)	The amount of compensation shown in the schedule for each week of the disability, up to a maximum of 104 weeks.
This is a disability that:	
<ul style="list-style-type: none"> <li>prevents you from continuing your occupation; and</li> <li>is temporary. It is not a permanent disability.</li> </ul>	<p>The disability must continue for more than 7 consecutive days.</p> <p>We stop the compensation as soon as we consider that you are medically fit or able to return to your usual business or occupation.</p>
<b>Type D:</b> Various medical expenses (optional)	Up to the limit of compensation shown in the schedule.
These include medical, surgical, dental, hospital, emergency rescue and transportation expenses, as well as artificial limbs and aids.	You may only claim for Medical expenses if the expenses are more than R500 and you are unable to recover them from any other insurance, including medical aid.

### **The rules for compensation**

- 7.5.2 If we compensate the limit of compensation for either Death (Type A) or Permanent disability (Type B), this section of the policy ends immediately and you cannot make any further claims under it. We only compensate you for either Death (Type A) or Permanent disability (Type B) caused by the same accident.
- 7.5.3 For any disability caused by the same accident, we only compensate you for either Permanent disability or Temporary disability (inability to work). You may not receive compensation for both. If we compensate you for Temporary disability, and you then claim for Permanent disability, we will deduct the amount we paid out for Temporary disability from the lump sum payment for Permanent disability.
- 7.5.4 Compensation for Temporary disability (inability to work) and Various medical expenses (Types C and D) stops immediately in either of these cases:
  - 7.5.4.1 there is a valid claim for Death (Type A);
  - 7.5.4.2 there is a valid claim for Permanent disability (Type B) as long as the bodily injury resulting in the disability has been cured or healed as far as reasonably possible.
- 7.5.5 We compensate you, your beneficiary or your estate.

### **Compensation limits for death of a child**

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

### **Compensation for Permanent disability (Type B) Limit of compensation for Permanent disability**

- 7.5.7 We only compensate you up to the limit of compensation for Permanent disability caused by one accident. The total we pay for Permanent disability for any one accident will not be over 100% of the Permanent disability maximum.

### **Compensation tables for Permanent disability**

- 7.5.8 In the tables below, we describe the Permanent disability that you may receive compensation for.
- 7.5.9 If the Permanent disability does not appear in any of the tables below, we apply a percentage of disability to your injury that is consistent with the percentages in the table.

### **Burns**

- 7.5.10 We compensate you up to the limit of compensation shown in the schedule depending on the percentage of your body's surface area that is disfigured from burns.
- 7.5.11 If the percentage disfigurement from burns described in 7.5.10 is less than 100% of the surface area we apply a percentage to the compensation that is consistent with the actual disfigurement you suffer.
- 7.5.12 We do not give compensation for burns if less than 10% of the surface area described in 7.5.10 above is affected. We only compensate you when the permanent effect of medical or surgical treatment has been established.
- 7.5.13 Permanent total loss of use of a part of the body will be treated as loss of that part.



## Fingers, thumbs and toes

7.5.14 A phalanx is a bone that forms the fingers and toes. Its plural is phalanges.

Description of Permanent disability		Percentage of limit of compensation
Loss of:		
Four fingers		70%
Thumb	– Both phalanges	25%
	– One phalanx	10%
Index finger	– Three phalanges	10%
	– Two phalanges	8%
	– One phalanx	4%
Middle finger	– Three phalanges	6%
	– Two phalanges	4%
	– One phalanx	2%
Ring finger	– Three phalanges	5%
	– Two phalanges	4%
	– One phalanx	2%
Little finger	– Three phalanges	4%
	– Two phalanges	3%
	– One phalanx	2%
Metacarpal	– First or second (additional)	3%
	– Third, fourth or fifth (additional)	2%
Toes	– All on one foot	30%
	– Big toe, both phalanges	5%
	– Big toe, one phalanx	2%
	– A toe other than the big toe, if more than one toe lost	1% for each toe lost

## Limbs

7.5.15	Description of Permanent disability	Percentage of limit of compensation
	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%

## Paralysis or becoming bedridden

7.5.16	Description of Permanent disability	Percentage of limit of compensation
	Injuries resulting in total paralysis or permanent disability or in being permanently bedridden	100%

## Senses (eyes and eyesight, speech, ears and hearing)

7.5.17	Description of Permanent disability	Percentage of limit of compensation
	All sight in one or both eyes	100%
	Sight of one eye, except perception of light	75%
	Speech	100%
	Both ears	100%
	One ear	25%

## 7.6 Special conditions

### Death or disability must happen within 24 months of the accident

- 7.6.1 Your death or disability must take place within 24 months of the accident that caused the bodily injury.
- 7.6.2 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

- 7.6.3 You must give us immediate notice if:
- 7.6.3.1 you have any physical medical condition which affects you;
  - 7.6.3.2 you change your occupation to a more dangerous occupation.

### You are only insured up until your 80th birthday

- 7.6.4 You are no longer insured after you turn 80 years old.

### You must get proper medical care

- 7.6.5 If you have any physical injury that might result in a claim, you must get medical care within a reasonable time.
- 7.6.6 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

- 7.6.7 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.
- 7.6.8 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

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<i>You</i>	means the policyholder and other people we insure under this section.
<i>Insured items</i>	means both General and Specified items General: <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 Goods, including groceries, that you are transporting to or from any place of purchase, repair or renovation.</li></ul> Specified: <ul style="list-style-type: none"><li>• items named in the schedule;</li><li>• money, cheques or similar documents if shown in the schedule.</li></ul>

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### 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

- 8.3.1 We compensate you if an insured item is accidentally lost or damaged.

#### **Items that must be specified**

- 8.3.2 We compensate you for items that are specified in the schedule, such as:
- 8.3.2.1 mobile communication devices, such as cell phones;
  - 8.3.2.2 car radio's and sound systems;
  - 8.3.2.3 bicycles, surf boards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurfers and sailboards;
  - 8.3.2.4 tools;
  - 8.3.2.5 stamp and coin collections;
  - 8.3.2.6 money and documents;
  - 8.3.2.7 furs and leather jackets;
  - 8.3.2.8 wheelchairs;
  - 8.3.2.9 guns;
  - 8.3.2.10 sporting equipment.

### 8.4 What we do not insure

#### **Items that we do not insure under this section**

##### **Vehicles**

- 8.4.1 We do not compensate you for:
- 8.4.1.1 motor vehicles and accessories (other than specified car radios and sound systems);

- 8.4.1.2 trailers and caravans;
- 8.4.1.3 hang gliders;
- 8.4.1.4 aircraft and watercraft.

#### **Items insured elsewhere**

- 8.4.2 We do not compensate you under General for items that are specified or insured elsewhere.

#### **Computers**

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

#### **Loss or damage that we do not insure**

##### **Wear and tear, depreciation and deterioration**

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

##### **Pairs and sets**

- 8.4.5 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**

- 8.4.6 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.

##### **Household pests and pets**

- 8.4.7 We do not compensate you for loss or damage caused by household pests such as moths or other insects or their larvae, vermin, rodents or your own domestic pets.

##### **Cleaning, dyeing, renovating and repairing**

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

##### **Confiscation and detention**

- 8.4.9 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**

- 8.4.10 We do not compensate you for loss of or damage to any item used for professional or commercial purposes. Examples 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**

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

##### **The action of light or climatic conditions**

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

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

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

## 8.5 Compensation

### How we compensate you

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

8.5.1.1 paying the costs of the loss or damage;

8.5.1.2 replacing whatever is lost or damaged;

8.5.1.3 repairing whatever is damaged.

### Limit of compensation

8.5.2 For General:

8.5.2.1 for any one item we only compensate you up to 25% of the total limit of compensation for the General item;

8.5.2.2 for the whole claim, we compensate you up to the limit shown in the schedule.

8.5.3 For Specified:

8.5.3.1 We compensate you up to the limit shown in the schedule for specified items.

### For personal documents

8.5.4 We only compensate you for the value of the materials and the cost of labour to replace personal documents. We do not compensate you for Consequential loss. Consequential loss is any additional loss or damage that happens as a result of the insured loss or damage.

### For stamp collections

8.5.5 We compensate you for a stamp collection if:

8.5.5.1 it is specified in the schedule;

8.5.5.2 one or more complete pages of the collection are lost or damaged.

8.5.6 We do not compensate you for:

8.5.6.1 more than the limit shown in the schedule for any one stamp;

8.5.6.2 more than two-thirds of the value of that stamp in a current, recognised catalogue up to the limit shown in the schedule for any one stamp.

### For coin collections

8.5.7 We compensate you for a coin collection if it is specified in the schedule.

8.5.8 We do not compensate you for:

8.5.8.1 current valid coins;

8.5.8.2 more than the limit stated in the schedule for any one coin;

8.5.8.3 more than the limit stated in the schedule for the whole collection.

### CDs and DVD collection

8.5.9 We compensate you for CDs and DVDs if it is specified in the schedule.

8.5.10 We do not compensate you for:

8.5.10.1 more than the maximum amount of CDs and DVDs shown in the schedule;

8.5.10.2 more than the limit stated in the schedule for any one CD or DVD;

8.5.10.3 more than the limit stated in the schedule for the whole collection.

### The contents of caravans and camper trailers

8.5.11 We only compensate you for the contents of caravans and camper trailers if they are specified in the schedule.

### **What is insured**

- 8.5.11.1 We cover your insured item while it is in the caravan, camper trailer or in an attached tent.

### **What we do not insure**

- 8.5.11.2 We do not compensate you for:
- 8.5.11.2a theft of insured item while the caravan and attached tent is unoccupied, unless there are visible signs of forced entry;
  - 8.5.11.2b theft of insured item from the camper trailer and attached tent, unless there are visible signs of forced entry;
  - 8.5.11.2c permanent fittings of the caravan or camper trailer. Permanent fittings are items that were fitted by the manufacturer of the caravan or camper trailer;
  - 8.5.11.2d loss or damage caused by fraud or dishonesty by a person who has borrowed or hired the caravan;
  - 8.5.11.2e stamp or coin collections, furs, jewellery, watches or any article more specifically insured.
- 8.5.11.3 The terms and conditions we list under 'What we do not insure' in this section also apply to the contents of caravans, camper trailers and attached tents.

### **Limit of compensation**

- 8.5.11.4 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.

### **For items in bank safety deposit boxes**

- 8.5.12 We compensate you for items specified in the schedule shown as being kept in a bank safety deposit box. We only compensate you for that item if it is in a safety deposit box in the bank at the time of the loss or damage.
- 8.5.13 If you remove the item from the bank safety deposit box then you must notify us and insure the item as an ordinary specified item.

### **For items stolen from vehicles**

- 8.5.14 We only compensate you for items stolen from an unattended car if there are visible signs of forced entry to the vehicle.

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

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

### **Excess**

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

## **8.6 Special conditions**

### **You must give proof of ownership**

- 8.6.1 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**

- 8.6.2 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.

## 9. Motor Section

### 9.1 Definitions in this section

<i>You</i>	means the policyholder and other regular drivers named in the schedule.
<i>Vehicle</i>	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.
<i>Replacement vehicle</i>	means any vehicle from categories A to 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.

### 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 or agreed value of the insured vehicle on your policy.

Types of vehicle we insure:

<b>Category</b>	<b>Type of vehicle</b>	<b>Description</b>
A	Cars	private motor cars
B	Light Delivery Vehicles (LDVs)	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 two and three wheeler motorcycles) motor scooters (with or without a side car) three- and four-wheeled motorised vehicles (quadbikes, 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. **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.**

The two descriptions and their purposes are:

Description	Purposes
1. Domestic use	Social and private travel, travel to and from work. It includes occasional business travel but only in exceptional circumstances. If you use your vehicle for business, trade or occupation more than <b>once</b> a week it will not be covered under the Domestic class of use.
2. Business use	Business and professional travel, social, private, recreational travel and travel to and from work.

- 9.4.2 We do not insure the following types of use:
- 9.4.2.1 commercial travelling (for example, couriers);
  - 9.4.2.2 carrying fare-paying passengers;
  - 9.4.2.3 giving lifts to passengers for profit (for example, a vehicle-sharing agreement);
  - 9.4.2.4 carrying goods for trade;
  - 9.4.2.5 giving driving lessons for reward;
  - 9.4.2.6 hiring out the vehicle for reward;
  - 9.4.2.7 any racing or speed contest, rally or trial involving driving of any kind including use on 4x4 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;
  - 9.4.2.8 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.
- 9.4.3 Vehicle sharing applies to category A, B and C only.
- 9.4.3.1 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:
    - 9.4.3.1a the passengers are not being carried in the course of a passenger carrying business;
    - 9.4.3.1b the total payment does not amount to profit.

## 9.5 Types of vehicle value

- 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. Check your schedule for the value type that applies to each vehicle you insure.

### **Type 1: Reasonable retail value**

- 9.5.2 The reasonable retail value is the price at which a car dealer sells a vehicle with its factory-fitted accessories. The value is based on the retail value shown for the vehicle in a recognised and current motor trade publication. The vehicle's age, condition and odometer readings might affect the value. We will automatically adjust your premium, based on the most current retail value. We will do this on the anniversary date of the policy.
- 9.5.3 You must insure the following items separately:
- 9.5.3.1 non-factory fitted accessories;
  - 9.5.3.2 credit shortfall (any amounts owing on the vehicle).
- 9.5.4 You may change the amounts the non-factory accessories are insured for at any time. If you do, you may not make the changes effective before the date that you asked for the change. You must ensure that the value of the extra accessories is accurate and up to date.

### **Type 2: Agreed value**

- 9.5.5 The Agreed value is used for a special class of vehicles, for example, imported sports cars or vintage cars.
- 9.5.6 The Agreed value is the value you wish to insure the vehicle for, including its factory fitted accessories. The Agreed value is shown in the schedule. You must give us proof of value of the vehicle from three reputable motor vehicle dealers. If the condition of the vehicle worsens after the agreed value valuation but before a claim, the amount of compensation might be lower if there is a claim.
- 9.5.7 At each anniversary date of the policy you must give us new proof of value for the next 12 months of insurance.
- 9.5.8 If we do not receive new proof of value by the anniversary date, and the policy is renewed, the Agreed value will not change.

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

- 9.5.9 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 insurance**

- 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.

**What we insure under each type of insurance**

<b>Comprehensive</b>	<b>Third party, fire and theft (does not apply to caravans and trailers, golf cars, recreational tractors, three and four wheeled motorised vehicles)</b>	<b>Third party only (does not apply to caravans and trailers, golf cars, recreational tractors, three and four wheeled motorised vehicles)</b>
Loss or damage to the vehicle	Loss or damage to the vehicle from certain Insured events only	
Costs to protect the vehicle	Costs to protect the vehicle	
Costs for emergency repairs	Costs for emergency repairs	
Costs to tow and store the vehicle	Costs to tow and store	
Delivery after repair	Delivery after repair	
Medical expenses		
Window glass		
Credit shortfall (optional)		
Emergency expenses for accommodation		
Bereavement expenses		
Locks, keys and remote control units		
Tracking device		
Trauma counselling after a violent act	Trauma counselling after a violent act	
Mechanical and electrical breakdown of the vehicle		
Special modification to your vehicle	Special modification to your vehicle	
Car hire (optional)		
Liability	Liability	Liability

## 9.7 Comprehensive Motor Insurance

**What we insure**

9.7.1 If you chose comprehensive insurance, we compensate you for:

9.7.1.1 loss or damage to the vehicle;

9.7.1.2 Liability

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 You must use our service provider for towing and storage after an accident. If you do not use our approved service provider, the compensation for towing and storage will be limited to the amount shown in the schedule.
- 9.7.6 **After loss or damage:** we will pay the costs of towing and storage. You must contact our **24-hour call centre on 0860 247 365** to arrange towing and storage with one of our approved service providers.

### **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.

### **Medical expenses**

- 9.7.8 This insurance applies only to category A, B and C, as set out in 'Types of vehicles we insure'.
- 9.7.9 If the driver or passengers of the vehicle is physically injured because of loss or damage to the vehicle, we will pay the medical expenses you incur. The maximum we will pay for each person injured is shown in the schedule. We give compensation only if the injured person does not have any other insurance for medical expenses, for example medical aid.

### **Window glass**

- 9.7.10 If your window is damaged, we compensate you for replacing or repairing the window glass of the vehicle, only if the following is met;
- 9.7.10.1 you must use our service provider for the replacement or repair of the window glass;
  - 9.7.10.2 if you do not use our approved service provider, you must pay the excess amount as shown in the schedule;
  - 9.7.10.3 after loss or damage: we will pay the costs of the replacement or repair of the window glass. You must contact our service provider on **0860 22 55 63** to arrange an appointment to fit or repair the glass.
- 9.7.11 Sunroofs and other glass that form part of the body of the car are not window glass.

### **Credit shortfall (optional)**

This insurance is optional as shown in the schedule. Please check your schedule to see whether you are insured for credit shortfall.

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

### **What we insure under credit shortfall**

- 9.7.13 We compensate you for any credit shortfall you might have for the vehicle. The credit shortfall is the difference between:
- 9.7.13.1 the total amount you owe at the date of loss or damage to a registered credit provider (under the National Credit Act, Act 34 of 2005); and
  - 9.7.13.2 the Retail or Agreed value of the vehicle, as relevant.

- 9.7.14 We give compensation for credit shortfall if the vehicle is either:
- 9.7.14.1 stolen or hijacked and not physically returned to you or to us;
  - 9.7.14.2 written off. This is when the vehicle is damaged and, in our opinion, is not economical to repair.

**An example of credit shortfall:**

You buy a car for R160 000. You take out vehicle financing from a registered credit provider to pay off the car in installments. During the vehicle loan repayment period, the Vehicle is written off and at that stage you owe the credit provider R150 000, but your Vehicle Retail value is R145 000. The insurance company would pay the credit provider R145 000 less your Excess. If you have Credit Shortfall cover, the outstanding amount of R5 000 on the credit agreement is paid to the credit provider. Without Credit Shortfall cover, you would have to pay the R5 000 credit shortfall plus the Excess yourself. With Credit Shortfall cover, you are only responsible for the Excess

**What you must give us when you claim for credit shortfall**

- 9.7.15 You must give us both of the following within 30 days of the loss or damage:
- 9.7.15.1 a copy of the credit agreement;
  - 9.7.15.2 a statement of your account showing the settlement balance that is outstanding at the date of loss or damage.

**What we do not insure under credit shortfall**

- 9.7.16 We do not include any of the following amounts in the compensation:
- 9.7.16.1 payments or interest that are in arrears before the date of loss or damage;
  - 9.7.16.2 early settlement penalties;
  - 9.7.16.3 if the vehicle is subject to an instalment agreement that includes a residual payment, the maximum amount we will pay is the credit shortfall amount that would have existed if the vehicle was financed under an instalment agreement without a residual payment. The relevant time for this recalculation of the credit shortfall will be the month in which the claim is settled;
  - 9.7.16.4 any agreement whereby the amount of any single instalment, excluding the residual amount, differs by more than 10% from any other instalment;
  - 9.7.16.5 any other amounts that can be refunded to you (for example, extra payments you have made to reduce your credit);
  - 9.7.16.6 any legal costs you owe to the finance company.

**Emergency expenses for accommodation**

- 9.7.17 This insurance applies only to category A, B and C, as set out in 'Types of vehicles we insure'.
- 9.7.18 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.
- 9.7.19 You may only claim for this insurance if the loss or damage took place more than 250 km from the Private Home shown on the schedule.

### **Bereavement expenses**

- 9.7.20 You may only claim for Bereavement Expenses if we have accepted a claim for loss or damage under this section. We compensate your estate if you die as a result of the incident that led to the claim and within 3 months of that incident. We give compensation up to the limit shown in the schedule for any one claim.

### **Locks, keys and remote control units**

- 9.7.21 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**

- 9.7.22 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.
- 9.7.23 We compensate you up to the limit shown in the schedule.

### **Trauma counselling after a violent act**

- 9.7.24 We compensate you for professional counselling that you pay for after being the victim of a violent act of theft, attempted theft, hold-up or hijacking of the vehicle. A registered professional counsellor must give the counselling.
- 9.7.25 We compensate you up to the limit shown in the schedule for any one claim.

### **Mechanical and Electrical Breakdown of the vehicle**

- 9.7.26 This insurance applies only to category A, B and C, as set out in 'Types of vehicles we insure'.
- 9.7.27 If there is a mechanical or electrical breakdown of the vehicle, we compensate you up to the limit shown in the schedule for costs you necessarily incur for protecting the vehicle and transporting it to a repairer. We only compensate you for a breakdown once in each 12-month period. We give compensation only if you do not have any other breakdown insurance.

### **Special modifications to your vehicle**

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

### **Car hire (Optional)**

- 9.7.33 This insurance is optional as shown in the schedule. Please check your schedule to see if you are insured for car hire.
- 9.7.34 This insurance applies only to category A, B and C, as set out in 'Types of vehicles we insure'.

### **When and how we compensate you for car hire**

- 9.7.35 If you have a valid claim, we compensate you for hiring a car following loss or damage to the vehicle in any of the following circumstances:
- 9.7.35.1 if the vehicle cannot be driven;
  - 9.7.35.2 if the vehicle is being repaired;
  - 9.7.35.3 if the vehicle is stolen and not recovered.
- 9.7.36 We compensate you for:
- 9.7.36.1 the actual car hire charges for an unlimited distance of travel, excluding running costs (fuel and oil);
  - 9.7.36.2 the cost of delivery of the hire car.

### **Conditions for car hire**

- 9.7.37 We arrange the car hire for you. We only hire cars from hire companies that we approve in South Africa.
- 9.7.38 We compensate you only if you accept the terms, conditions and exclusions of the hire company.
- 9.7.39 The period of hire starts from any one of these dates:
- 9.7.39.1 the date the vehicle could not be driven;
  - 9.7.39.2 the date the vehicle was handed to the motor trade for repair; or
  - 9.7.39.3 the date the theft of the vehicle was reported to us.
- 9.7.40 The period of hire ends at the earliest of:
- 9.7.40.1 the day your vehicle's repair is complete;
  - 9.7.40.2 the day we compensate you for the total loss of your vehicle; or
  - 9.7.40.3 the last day of the number of days shown in the schedule.

### **4X4 and 4x2 Cover (Optional)**

#### **What we insure**

- 9.7.41 In addition to 'What we insure' (**refer to 9.7 – Comprehensive Motor Insurance**), we compensate you for loss or damage as shown in this option. Please check your schedule to see whether you are insured for 4x4 and 4x2 cover.
- 9.7.42 In the event that the compensation for loss or damage for the same cover is duplicated under 'What we insure' (**refer to 9.7 – Comprehensive Motor Insurance**), it will be replaced by the compensation for loss or damage as shown under this option, where applicable. Limits provided by this option, overwrite the limits under 'What we insure' (**refer to 9.7 – Comprehensive Motor Insurance**) where applicable.
- 9.7.43 This insurance applies only to category A, B and C, as shown under 9.3 – **'Types of vehicles we insure'** that have Comprehensive type insurance.

#### **Types of vehicle use**

- 9.7.44 We do not insure the following types of use:
- 9.7.44.1 commercial travelling (for example, couriers);
  - 9.7.44.2 carrying fare-paying passengers;
  - 9.7.44.3 giving lifts to passengers for profit (for example, a vehicle sharing agreement);
  - 9.7.44.4 carrying goods for trade;

- 9.7.44.5 giving driving lessons for reward;
- 9.7.44.6 hiring out the vehicle for reward;
- 9.7.44.7 any racing or speed contest or any events held on a race track sanctioned by or under the auspices of a motor club;
- 9.7.44.8 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.

**The countries where you are insured**

- 9.7.45 The countries where you are insured are South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland, Zimbabwe, Zambia, Tanzania, Kenya and Angola (excluding the Cabinda enclave).

**You must pay costs of returning the vehicle to South Africa**

- 9.7.46 If loss or damage occurs to the vehicle in Zambia, Tanzania, Kenya and Angola, you are responsible for all costs you incur in bringing the vehicle back to South Africa
- 9.7.47 Until the vehicle has been brought back to South Africa, we will not consider any claim for loss or damage to the vehicle.
- 9.7.48 If the vehicle is uneconomical to repair and the vehicle is not brought back to the said territories:
  - 9.7.48.1 you are responsible for providing proof that it is uneconomical to repair before the company will accept the claim;
  - 9.7.48.2 the value of the wreckage will be determined at 20% of the reasonable retail value or agreed value as shown in the schedule. This amount will be deducted from the claim.

**Costs for emergency repairs (refer to 9.7.4 of the Insured Events)**

- 9.7.49 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 the vehicle (refer to 9.7.27 of the Insured Events)**

- 9.7.50 If there is a mechanical or electrical breakdown of the vehicle, we compensate you up to the limit shown in the schedule for costs you necessarily incur for protecting the vehicle and transporting it to a repairer.
- 9.7.51 We only compensate you for breakdown once in each 12-month period.

**Mechanical and Electrical Breakdown of Winching equipment**

- 9.7.52 We will compensate you for sudden mechanical or electrical breakdown, failure or breakage of the winching equipment of the vehicle
- 9.7.53 We do not insure the following failure or breakage:
  - 9.7.53.1 associated with defective design, defective parts, defective repair or operation of the winching equipment;
  - 9.7.53.2 due to wear, tear or gradual deterioration of the equipment's consumable parts or cable or coupling devices;
- 9.7.54 We compensate you up to the limit shown in the schedule;
- 9.7.55 There is an excess in the schedule. This is the amount that you must pay before we compensate you.



### **Head, tail or spotlights**

- 9.7.56 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.
- 9.7.57 There is an excess in the schedule. This is the amount that you must pay before we will compensating you.

### **Extinguishing costs**

- 9.7.58 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.
- 9.7.59 Compensation is limited to the amount shown in the schedule for any one claim.

### **Documents**

- 9.7.60 We will compensate you for:
- 9.7.60.1 lost or damaged identity documents, passports, visas and vaccination certificates;
  - 9.7.60.2 any lost or damaged printed road maps or permits which allow the vehicle entry into or exit from countries;
- 9.7.61 Compensation is limited to the amount shown in the schedule for any one claim.

### **Wreckage removal**

- 9.7.62 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.
- 9.7.63 We compensate you up to the limit shown in the schedule for any one claim.

### **Car Hire**

- 9.7.64 If you have a valid claim, we compensate you for the actual car 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 Car Rental Company following loss or damage to the vehicle in any of the following circumstances:
- 9.7.64.1 if the vehicle cannot be driven;
  - 9.7.64.2 if the vehicle is being repaired;
  - 9.7.64.3 if the vehicle is stolen and not recovered.
- 9.7.65 We compensate you only if you accept the terms, conditions and exclusions of the hire company.
- 9.7.66 The period of hire starts from any one of these dates:
- 9.7.66.1 the date the vehicle could not be driven;
  - 9.7.66.2 the date the vehicle was handed to the motor trade for repair; or
  - 9.7.66.3 the date the theft of the vehicle was reported to us.
- 9.7.67 The period of hire ends at the earliest of:
- 9.7.67.1 the day your vehicle's repair is complete;
  - 9.7.67.2 the day we compensate you for the total loss of your vehicle; or
  - 9.7.67.3 after a maximum of 30 days.

### **Liability**

- 9.7.68 We compensate you if you are held liable for another person's death, bodily injury, loss or damage to property caused by the vehicle.
- 9.7.69 See Liability section at 9.10 for terms and conditions.

## 9.8 Third Party, Fire and Theft

### What we insure

9.8.1 If you chose insurance for Third Party, Fire and Theft, we only compensate you for:

### Loss or damage

9.8.2 Loss or damage to the vehicle from:

9.8.2.1 fire, lightning, explosion;

9.8.2.2 theft and attempted theft.

9.8.3 Liability

### Costs to protect the vehicle

9.8.4 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

9.8.5 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

9.8.6 You must use our service provider for towing and storage after a fire, theft or attempted theft. If you do not use our approved service provider, the compensation for towing and storage will be limited to the amount shown in the schedule.

9.8.7 After fire, theft or attempted theft we will pay the costs of towing and storage. You must contact our **24-hour call centre on 0860 247 365** to arrange towing and storage with one of our approved service providers.

### Delivery after repair

9.8.8 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.

### Trauma counselling after a violent act

9.8.9 We compensate you for professional counselling that you pay for after being a victim of a violent act of theft, attempted theft, hold-up or hijacking of the vehicle. A registered professional counsellor must give the counselling.

9.8.10 We compensate you up to the limit shown in the schedule for any one claim.

### Special modifications to your vehicle

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

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

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

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

9.8.15 The maximum compensation limit is shown in the schedule;

## **Liability**

- 9.8.16 We compensate you if you are held liable for another person's death, bodily injury, loss or damage to property caused by the vehicle.
- 9.8.17 See Liability section at 9.10 for terms and conditions.

## 9.9 Third Party only

- 9.9.1 If you choose insurance for Third Party only, we only compensate you for Liability.
- 9.9.2 See Liability at 9.10 for terms and conditions.

## 9.10 Liability

- 9.10.1 Liability means responsible in law.

### **What we insure**

#### **Liability insurance for vehicles insured on this policy**

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

#### **Liability insurance while other people drive or use your vehicle**

- 9.10.4 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. The person driving with your permission:
  - 9.10.4.1 must not have a right to compensation under any other insurance;
  - 9.10.4.2 must not have been refused motor insurance at any time;
  - 9.10.4.3 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**

- 9.10.5 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.
- 9.10.6 We only give compensation if:
  - 9.10.6.1 you do not own the vehicle;
  - 9.10.6.2 you are not buying, leasing or hiring the vehicle under a credit agreement or similar agreement.
- 9.10.7 Please check your schedule to see the Liability limits that apply to each vehicle.

### **Compensation**

- 9.10.8 The compensation includes the following:
  - 9.10.8.1 the amounts you are liable for;
  - 9.10.8.2 legal costs of the other person that you are liable for; and
  - 9.10.8.3 costs that you incur with our permission to settle or defend the claim against you.

### **Limit of compensation**

- 9.10.9 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.
- 9.10.10 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**

- 9.10.11 We may arrange:
- 9.10.11.1 representation for you at any inquiry into death resulting from an Insured event;
  - 9.10.11.2 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**

- 9.10.12 We do not compensate for Liability for death of or bodily injury to the following people:
- 9.10.12.1 you, a person using or driving the vehicle with your permission or members of your family who normally live with you;
  - 9.10.12.2 your employees, other than your domestic employees, acting in the course of their employment with you at the time of the event;
  - 9.10.12.3 any person in or on a caravan or trailer while it is being towed by the vehicle;
  - 9.10.12.4 any passenger who was outside the cab of the vehicle at the time of the event;
  - 9.10.12.5 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**

- 9.10.13 We do not compensate for Liability for loss of or damage to property:
- 9.10.13.1 that you, a person using or driving the vehicle with your permission or any members of your family own, look after or control;
  - 9.10.13.2 in or on a caravan or trailer while being towed.

#### **If you are insured under other insurance legislation**

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

## **9.11 What we do not insure**

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

- 9.11.1 deterioration in value resulting from repairs after an Insured event;
- 9.11.2 wear and tear, mechanical, electronic or electrical breakdowns, failure or breakages;
- 9.11.3 damage caused by rust, mildew, corrosion or decay;
- 9.11.4 damage caused by moths or other insects or their larvae, vermin, rodents or your own domestic pets;

- 9.11.5 damage to tyres caused maliciously or by the application of brakes, distortion of the tyre or by punctures, cuts or bursts caused by road hazards;
- 9.11.6 any authority lawfully taking or impounding the vehicle or any part of the vehicle;
- 9.11.7 any event that takes place outside the countries where you are insured (see General section), except while the vehicle is in transit by water between ports in these countries;
- 9.11.8 the vehicle being driven or used in any of the following circumstances:
  - 9.11.8.1 without a vehicle licence that is valid in the country where the vehicle is being used;
  - 9.11.8.2 while you, or any other person with your permission, drives the vehicle without a driver's or learner's licence that is valid in the country where the vehicle is being used; or if you, or any other person with your permission, does not comply with the relevant laws about licences;
  - 9.11.8.3 while you drive the vehicle under the influence of alcohol or drugs or you drive the vehicle when your blood-alcohol level is over the legal limit;
  - 9.11.8.4 while any other person drives the vehicle with your permission, and to your knowledge is under the influence of alcohol or drugs, or their blood-alcohol level is over the legal limit;
  - 9.11.8.5 while the vehicle is in a condition that does not comply with the Road Traffic Ordinances of South Africa, or similar legislation that applies to the country where the vehicle is being driven.

## 9.12 Compensation

### How we compensate you

- 9.12.1 We compensate you in one or more of the following ways:
  - 9.12.1.1 pay for the vehicle's repair at a repairer that we approve;
  - 9.12.1.2 replace the vehicle;
  - 9.12.1.3 pay the amount of the loss, damage or Liability. The decision about how we compensate is ours alone.

### Excess

- 9.12.2 There is an excess in the schedule for motor. This is the amount that you must pay before we compensate you.

### Limit of compensation

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

- 9.12.3 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:
  - 9.12.3.1 it is stolen or hijacked and not recovered;
  - 9.12.3.2 it is damaged and, in our opinion, not economical to repair.
- 9.12.4 For vehicles insured with a Reasonable Retail value, the limit of compensation is:
  - 9.12.4.1 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.
- 9.12.5 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 first registration where you are the first registered owner**

- 9.12.6 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:
- 9.12.6.1 it is stolen or hijacked and not recovered;
  - 9.12.6.2 it is damaged and, in our opinion, not economical to repair.
- 9.12.7 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.

**No cover for sound equipment**

- 9.12.8 We do not insure sound equipment under the following types of insurance:
- 9.12.8.1 Third Party, Fire and Theft;
  - 9.12.8.2 Third Party only.
- 9.12.9 We compensate you for sound equipment if insured separately as an accessory under this section or under the All Risks section.

**Recovery of the excess**

- 9.12.10 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.

## 9.13 Special conditions

**You must take care of your vehicle**

- 9.13.1 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**

- 9.13.2 If the schedule states that your vehicle is fitted with a security system, it is your responsibility to prove that the security system was installed. If you do not prove this, you will not receive compensation for claims arising from theft, attempted theft or hijacking. Examples of security systems are satellite tracking systems, immobilisers and alarms.
- 9.13.3 We only compensate for loss or damage from theft, attempted theft or hijacking if you comply with the service agreements and recommendations of the security system's manufacturers and installers.
- 9.13.4 For satellite tracking systems we will only compensate you if you:
- 9.13.4.1 immediately, and at your own expense, notify the authorities and the vehicle tracking company of the event;
  - 9.13.4.2 do not interfere (for example, by not paying fees) with the tracking or response company's ability or willingness to track and recover the vehicle effectively;
  - 9.13.4.3 do not cancel your service agreement.

**You must agree to inspections**

- 9.13.5 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**

- 9.13.6 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.
- 9.13.7 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**

- 9.13.8 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:
- 9.13.8.1 negligent driving;
  - 9.13.8.2 reckless driving;
  - 9.13.8.3 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**

- 9.13.9 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**

- 9.13.10 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**

- 9.13.11 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.

## 10. Watercraft Section

### 10.1 Definitions in this section

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<i>You</i>	means the policyholder and anyone we insure under this section.
<i>Watercraft</i>	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 watercrafts, you must specify the hull, the motor, the accessories and special equipment in the schedule;  other watercrafts, 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.

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This section of insurance does not include trailers.

### 10.2 Who we insure

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

10.2.1.1 the policyholder;

10.2.2.2 the policyholder's spouse.

### 10.3 What we insure

#### **Loss or damage to the watercraft**

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

#### **Sighting expenses**

10.3.2 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.

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

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

#### **Avoiding or minimising loss**

10.3.5 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.

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

#### **If other people use the watercraft**

10.3.7 We compensate you if someone else uses the watercraft with your permission, and there is loss or damage to the watercraft. The other person must comply with the terms, conditions and exclusions of this policy. It is your responsibility to ensure that any person piloting or using your watercraft is aware of the terms, conditions and exclusions of this policy.

10.3.8 We do not compensate you if the other person is the operator or employee of a shipyard, repair yard, slipway, yacht club, marina, watercraft sales service or similar operation.



### **Medical expenses**

- 10.3.9 We compensate you for any medical expenses that you spend because of an injury to a person on the watercraft arising out of an accident.
- 10.3.10 We compensate you up to the limit shown in the schedule for any one accident.
- 10.3.11 We do not compensate you if the injured person is covered by any other insurance including medical aid.

### **Fire extinguishing expenses**

- 10.3.12 We compensate you for any fire fighting or extinguishing expenses that you are liable for if the watercraft was in danger from the fire.
- 10.3.13 We compensate you up to the limit shown in the schedule.

## 10.4 What we do not insure

### **General loss and damage**

- 10.4.1 We do not compensate you for loss or damage caused while:
  - 10.4.1.1 the watercraft is being used for something other than pleasure and private use, unless we have agreed in writing;
  - 10.4.1.2 the watercraft is being hired out or chartered, unless we have agreed in writing;
  - 10.4.1.3 the watercraft is being towed on water except:
    - 10.4.1.3.a towing when stranded; or
    - 10.4.1.3.b customary towage in connection with laying up, fitting out and repairs;
  - 10.4.1.4 the watercraft is being used to tow or salvage another watercraft, unless it is in distress;
  - 10.4.1.5 the watercraft is being used to tow or salvage any other watercraft under a contract arranged before the start of the towing or salvaging;
  - 10.4.1.6 participating in racing, speed tests or related trials, other than yacht racing;
  - 10.4.1.7 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;
  - 10.4.1.8 power jumping and extreme beach landing.
- 10.4.2 We do not compensate you for loss or damage caused by:
  - 10.4.2.1 wear and tear and depreciation in value over time;
  - 10.4.2.2 gradual operating causes such as deterioration, rust, mildew, corrosion, decay;
  - 10.4.2.3 moths or other insects or their larvae, vermin, rodents or your own domestic pets;
  - 10.4.2.4 cleaning, repairing, restoring or maintenance by any manner or method;
  - 10.4.2.5 any part of the watercraft which is condemned only because of a fault in the design or construction;
  - 10.4.2.6 a defect from negligence or breach of contract relating to any repair or alteration.

### **Loss or damage because of mechanical or electrical breakdown**

- 10.4.3 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**

- 10.4.4 We do not compensate you for damage to sails or protective coverings that are split by the wind or blown away while set.
- 10.4.5 We do, however, compensate you:
- 10.4.5.1 if the damage to the sails or protective coverings happens because of damage to the spars which the sails are attached to;
  - 10.4.5.2 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)**

- 10.4.6 We do not compensate you for the following loss during transport of the watercraft on land:
- 10.4.6.1 scratches;
  - 10.4.6.2 dents;
  - 10.4.6.3 any costs that you become liable for to another person;
  - 10.4.6.4 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;
  - 10.4.6.5 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.

### **Loss to contents of the watercraft**

- 10.4.7 We do not compensate you for loss of or damage to your personal effects, to food and other consumables that you keep on the watercraft, to fishing gear or to moorings.

### **Loss if the watercraft is used as a residence**

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

## 10.5 Compensation

### **How we compensate you**

- 10.5.1 We can choose one or more of the following ways to compensate you:
- 10.5.1.1 pay for the repair at a repairer that we approve;
  - 10.5.1.2 replace the relevant watercraft or parts;
  - 10.5.1.3 pay the amount of the loss, damage or Liability.

### **Limit of compensation**

- 10.5.2 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.
- 10.5.3 Please check your schedule to see which Liability limits apply.

### **If we repair or replace**

- 10.5.4 If we repair or replace, we will have the watercraft or damage repaired or replaced as close as possible to the original condition.
- 10.5.5 We do not promise that we will achieve an exact restoration.
- 10.5.6 For a glass-reinforced plastic hull, we will not match a glitter finish

### **If we pay the value**

- 10.5.7 The most we pay is:
  - 10.5.7.1 if the watercraft is less than 4 years old, the current purchase price of the same or a similar model up to the limit shown in the schedule less the excess shown in the schedule;
  - 10.5.7.2 if the watercraft is more than 4 years old, the current market value of that watercraft up to the limit shown in the schedule less the excess shown in the schedule.
- 10.5.8 If you still owe money on the watercraft:
  - 10.5.8.1 if you bought the watercraft on instalment sale or lease, we first pay your outstanding debt. We 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);
  - 10.5.8.2 if you owe less than the total amount that we compensate you in terms of this section, we first pay the credit provider, and then compensate you for the difference;
  - 10.5.8.3 we do not cover the amount that you owe if you have in any way refinanced the sale or lease;
  - 10.5.8.4 if the value of your loss is less than the amount that you still owe on the watercraft, we pay the amount that you still owe, up to the limit shown in the schedule;
  - 10.5.8.5 from the amount that you still owe, we take off:
    - 10.5.8.5a any instalments that are late, and any interest on late payments;
    - 10.5.8.5b any refunds of premiums for cancelled insurance for your watercraft;
    - 10.5.8.5c the excess;
    - 10.5.8.5d any increase in instalments that occur because you are unable to realise your residual capital value after the loss.
  - 10.5.8.6 we do not, in total, compensate you more than the limit that you are insured for, less the excess;
  - 10.5.8.7 we do not cover the amount that you owe if one of the instalments in your agreement, other than the final residual payment, was more than 10% different from any other instalment.

### **Excess**

- 10.5.9 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.

## **Watercraft Liability**

### **What we insure**

- 10.5.10 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.
- 10.5.11 We will also compensate:
- 10.5.11.1 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:
    - 10.5.11.1a such person does not have a right to compensation under any other insurance;
    - 10.5.11.1b such person has never been refused Liability insurance;
    - 10.5.11.1c 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.
  - 10.5.11.2 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.
  - 10.5.11.3 if you are held liable to pay for removing 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**

- 10.5.12 The compensation includes the following:
- 10.5.12.1 the amounts you are liable for;
  - 10.5.12.2 legal costs of the other person that you are liable for;
  - 10.5.12.3 costs that you incur with our permission to settle or defend the claim against you;
  - 10.5.12.4 costs relating to official enquiries and coroner's inquest. You must get our permission before you incur these costs.

### **Limit of compensation**

- 10.5.13 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**

- 10.5.14 We do not compensate for Liability related to:
- 10.5.14.1 the death of or bodily injury to you, the water skier or the person who has your permission to pilot or use the watercraft;
  - 10.5.14.2 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;
  - 10.5.14.3 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;

- 10.5.14.4 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;
- 10.5.14.5 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;
- 10.5.14.6 the death of or bodily injury to fare-paying passengers, and loss of or damage to their property.

#### **Liability related to airborne sport**

- 10.5.15 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**

- 10.5.16 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**

- 10.5.17 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.

#### **Countries where you are insured**

- 10.5.18 We do not compensate you for loss, damage, or Liability that arises outside the borders of South Africa, Botswana, Lesotho, Mozambique, Namibia, Swaziland, Malawi and Zimbabwe unless it is within 12 nautical miles of the coast of South Africa, Namibia and Mozambique.

#### **Use against any regulations**

- 10.5.19 We do not compensate you if the watercraft is used in any way by any person contrary to any regulations from a competent authority.
- 10.5.20 This includes:
  - 10.5.20.1 while the watercraft is piloted by any person who is not competent to pilot such a watercraft, unless the person is under the immediate supervision of a person who is competent;
  - 10.5.20.2 while the watercraft is piloted by any person who is under the influence of alcohol or drugs; or when that person's blood-alcohol level is over the legal limit. This does not apply if the boat is used without your permission.

## 10.6 Special conditions

#### **If the watercraft is damaged outside South Africa**

- 10.6.1 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.
- 10.6.2 Until the watercraft has been brought back to South Africa, we will not consider any claim for loss or damage to the watercraft.
- 10.6.3 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**

- 10.6.4 We do not give compensation for loss of or damage to outboard motors:
- 10.6.4.1 unless securely bolted to the watercraft;
  - 10.6.4.2 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**

- 10.6.5 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**

- 10.6.6 We only compensate you for damage caused by theft or attempted theft of machinery, outboard motors, gear or equipment if:
- 10.6.6.1 it is stolen with the watercraft; or
  - 10.6.6.2 there are visible signs of forcible entry into or exit from the watercraft or place of storage.

### **Loss caused by fire or explosion**

- 10.6.7 For watercraft with inboard machinery, we only compensate you for damage caused by a fire or explosion if both of these conditions are met:
- 10.6.7.1 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;
  - 10.6.7.2 the fire extinguishing system must be correctly installed and kept in good working order.

### **Loss or damage during yacht racing**

- 10.6.8 If the loss or damage is from the yacht being stranded, sunk, burnt, in a collision or in contact with anything other than water (including ice) while the yacht is racing we pay the full cost up to the limit in the schedule.

### **Care of the watercraft**

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

### **SAMSA Regulations**

- 10.6.10 The policy or any subsequent renewal will be avoided from the Start date if the watercraft and its use do not comply with regulations:
- 10.6.10.1 the watercraft does not follow the design and construction requirements set out in the Merchant Shipping Regulations, 2007;
  - 10.6.10.2 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;
  - 10.6.10.3 if the watercraft does not have a valid Certificate of Fitness or Local General Safety Certificate set out in the Merchant Shipping Regulations, 2007.

10.6.11 These SAMSA requirements do not apply if the watercraft is one of the following:

10.6.11.1 a sailing watercraft less than 9 metres long;

10.6.11.2 a power driven watercraft under 15 horse-power;

10.6.11.3 a watercraft propelled by human power alone.

**If the watercraft is laid up**

10.6.12 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**

10.6.13 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.

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

10.6.15 Based on the outcome of this survey, we may immediately:

10.6.15.1 change the terms, conditions and exclusions of your insurance; or

10.6.15.2 cancel your insurance.

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

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

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

10.6.18 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.

## 11. Personal Computers Sections

### 11.1 Definitions in this section

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<i>You</i>	means the policyholder and anyone we insure under this section.
<i>Your Computer</i>	means any computer and accessories that belong to you. It includes the keyboard, monitor, printer, and any other accessories, including software, described in the schedule.

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### 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.

#### **Loss of data and programs**

11.3.2 We compensate you for the reasonable cost of recompiling data or programs that are lost because they have been accidentally erased.

11.3.3 We compensate you up to the limit shown in the schedule for any single loss or series of losses that are the result of one event.

### 11.4 What we do not insure

#### **Erasing data**

11.4.1 For loss of data or programs, we do not compensate you for accidentally erasing data caused by:

11.4.1.1 program errors;

11.4.1.2 viruses, trojans, worms or other destructive media or computer programs;

11.4.1.3 incorrect data entries;

11.4.1.4 corrupted data.

#### **Physical loss or damage**

11.4.2 For physical loss or damage, we do not compensate you for:

11.4.2.1 loss or damage that is insured under any maintenance or lease agreement or arrangement;

11.4.2.2 loss or damage that is insured under any guarantee, service contract, or purchase agreement;

11.4.2.3 loss or damage that happens because of:

11.4.2.3a wear and tear, rust, mildew, corrosion, or decay;

11.4.2.3b moths or other insects or their larvae, vermin, rodents or your own domestic pets;

11.4.2.3c gradual deterioration or repairing or any gradual operating cause;



- 11.4.2.3d electronic or electrical breakdown or failure unless accompanied by physical loss or damage;
- 11.4.2.3e cleaning, or upgrading your computer;
- 11.4.2.3f development of poor electrical and electronic contacts;
- 11.4.2.3g scratches to the painted or polished surfaces;
- 11.4.2.3h viruses, trojans, worms or other destructive media or computer programs;
- 11.4.2.4 your computer working in an irregular or unusual way, unless it is caused by physical damage that is insured;
- 11.4.2.5 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;
- 11.4.2.6 your computer being stolen from an unattended motor vehicle. We compensate you if your computer was in a locked boot, or hidden in a compartment in a locked vehicle and there are visible signs of forced entry to the vehicle.

## 11.5 Compensation

### How we compensate you

#### If your computer can be repaired

- 11.5.1 If your computer is physically damaged and can be repaired, we compensate you for the lower amount of:
  - 11.5.1.1 the cost of repair less the excess;
  - 11.5.1.2 the amount that you are insured for less the excess.

#### If your computer cannot be repaired

- 11.5.2 If your computer is lost or physically damaged and cannot be repaired, we compensate you for the lesser of:
  - 11.5.2.1 the cost of replacing your computer with a computer of the closest possible performance and capacity, less the excess;
  - 11.5.2.2 the amount that your computer is insured for, less the excess.

#### Limit of compensation

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

#### Excess

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

## 12. Legal Costs Section

### 12.1 Definitions in this section

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<i>You</i>	means the policyholder and anyone we insure under this section.
<i>Legal costs</i>	means costs that you are legally responsible to pay.

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### 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:
  - 12.4.1.2a your job, business, profession or any other activity that you are paid for;
  - 12.4.1.2b owning or using a vehicle, watercraft of any type, or aircraft;
  - 12.4.1.2c anything you have done that is dishonest, violent or indecent;
  - 12.4.1.2d subsidence, which is the gradual sinking of land;
  - 12.4.1.2e divorce, maintenance, custody, guardianship, curatorship or any similar proceedings;
  - 12.4.1.2f any proceedings related to intellectual property, such as copyright, trademarks, tradenames, patents and other similar issues;
  - 12.4.1.2g 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 shown 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.

## 13. Extended Personal Liability Section

### 13.1 Definitions in this section

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<i>You</i>	means the policyholder and anyone we insure under this section.
<i>Underlying insurance</i>	means an active insurance policy you have with an insurer in or outside South Africa that insures you for: <ul style="list-style-type: none"><li>• Personal Liability;</li><li>• Houseowner's Liability;</li><li>• Householder's Liability;</li><li>• Motor Liability;</li><li>• Watercraft Liability,</li></ul> with any insurer outside South Africa providing cover for Motor or Watercraft Liability.

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### 13.2 Who we insure

13.2.1 We only insure the following people if named in the schedule:

- the policyholder;
- 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 Compensation

13.4.1 The compensation includes the following:

- 13.4.1.1 the amounts you are liable for;
- 13.4.1.2 legal costs of the other person that you are liable for;
- 13.4.1.3 costs that you incur to settle or defend the claim against you with our permission.

13.4.2 We will only pay compensation above the following amounts:

- 13.4.2.1 R5 000 000 for the Personal Liability section;
- 13.4.2.2 R1 000 000 for the Vehicle Liability section;
- 13.4.2.3 R1 000 000 for the Watercraft Liability section.

### **Limit of compensation**

- 13.4.3 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 in any 12-month period of insurance.

### **Liability for pollution or contamination**

- 13.4.4 This insurance also applies when you are held liable for pollution or contamination which occurred during the period of insurance. The pollution or contamination must have been caused by a sudden, unforeseen, unintended and unexpected event.

### **Compensation**

- 13.4.5 The compensation for Liability for pollution or contamination includes the following:
- 13.4.5.1 the amounts you are liable for;
  - 13.4.5.2 legal costs of the other person that you are liable for;
  - 13.4.5.3 costs that you incur to settle or defend the claim against you with our permission.

### **Limit of compensation**

- 13.4.6 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 in any 12-month period of insurance.

### **Excess**

- 13.4.7 There is an excess in the schedule for this section. This is the amount you must pay before we start compensating you.

## 13.5 What we do not insure

### **Judgements or settlements under US or Canadian law**

- 13.5.1 We do not compensate for:
- 13.5.1.1 any award or settlement made in countries that follow the laws of the USA or Canada;
  - 13.5.1.2 any order made to enforce an award or settlement made in the USA or Canada.

### **Liability related to your work, business and property**

- 13.5.2 We do not compensate for Liability related to:
- 13.5.2.1 your employment, business or profession. This includes if you sell anything or provide services for any form of payment;
  - 13.5.2.2 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;
  - 13.5.2.3 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**

- 13.5.3 We do not compensate for:
- 13.5.3.1 Liability claims that arise because you recklessly ignored the consequences of what you were doing or failing to do;
  - 13.5.3.2 Liability claims that result from your own dishonest or fraudulent or malicious act;
  - 13.5.3.3 Liability claims that result from a physical assault or seduction you commit.

### **Liability between people insured under the same policy**

- 13.5.4 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**

- 13.5.5 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**

- 13.5.6 We do not compensate for:
- 13.5.6.1 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;
  - 13.5.6.2 any Liability that relates to a law that controls the use of vehicles if:
    - 13.5.6.2a by law you must insure against the Liability; or
    - 13.5.6.2b the state or any government body or authority accepts Liability for the claim;
  - 13.5.6.3 any Liability for the loss of or damage to a vehicle, watercraft or aircraft that you own or that you look after or control;
  - 13.5.6.4 any Liability that relates to Motor Liability unless:
    - 13.5.6.4a it is covered by your underlying insurance; or
    - 13.5.6.4b the only reason it is not covered by your underlying insurance is because it falls outside the countries where the underlying insurance applies;
  - 13.5.6.5 any Liability that results from the use or ownership of quad bikes, all-terrain vehicles and golf cars;
  - 13.5.6.6 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:
    - 13.5.6.6a it is covered by your underlying insurance, or
    - 13.5.6.6b the only reason it is not covered by your underlying insurance is because it falls outside the countries where the underlying insurance applies.

### **Fines and penalties**

- 13.5.7 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.

### **Debts**

- 13.5.8 We do not compensate for any Liability related to:
- 13.5.8.1 any debt;
  - 13.5.8.2 you failing to pay maintenance;
  - 13.5.8.3 a breach of promise action.

### **HIV and AIDS**

- 13.5.9 We do not compensate for any Liability related to:
- 13.5.9.1 a medical condition caused by or related to Human Immunodeficiency Virus (HIV) or any variations of HIV;
  - 13.5.9.2 a medical condition caused by or related to Acquired Immunodeficiency Syndrome (AIDS) or any similar condition.

## 14. Bereavement Expenses Section

### 14.1 Definitions in this section

<i>You</i>	means the policyholder and other people named in the schedule.
<i>Accident</i>	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.
<i>Natural causes</i>	means death from causes other than accidents.

### 14.2 Who we insure

14.2.1 We only give compensation for Bereavement Expenses for the following people, if they are named in the schedule:

14.2.1.1 the policyholder;

14.2.1.2 the policyholder's spouse;

14.2.1.3 the parents of both the policyholder and the policyholder's spouse;

14.2.1.4 the policyholder and policyholder's spouse's unmarried children. The children must be either of the following:

14.2.1.4a under 22 years old;

14.2.1.4b under 25 years old if they are full-time students attending an accredited place of education and are dependent on the policyholder or the policyholder's spouse for support;

14.2.1.4c mentally or physically disabled and are dependent on the policyholder or the policyholder's spouse for support.

14.2.1.5 the policyholder and the policyholder's spouse's full-time domestic staff.

### 14.3 What we insure

#### **We compensate for Bereavement expenses**

14.3.1 If you die by natural causes or from an accident, we compensate you, your estate or your beneficiary for the Bereavement expenses as shown in the schedule.

#### **Repatriation costs**

14.3.2 Repatriation means to bring your body back to South Africa if you die 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.

### 14.4 What we do not insure

#### **Death from suicide**

14.4.1 We do not compensate for suicide that takes place within 2 years of the date that the person was first added to this section.

#### **Death from pre-existing medical condition**

14.4.2 We do not compensate for death from a pre-existing medical condition if the death is within 6 months of the date the person was first added to this section.

### 14.5 Compensation

#### **Limit of compensation**

14.5.1 We give compensation for the limit shown in your schedule.

## 14.6 Claiming

- 14.6.1 If necessary, report the death to the police and get a case number.
- 14.6.2 Contact us immediately after the death so that we can inform you, the beneficiary or the executor of your estate of the information we need and of the claim process. Examples of information we might require are:
  - 14.6.2.1 written details of the claim;
  - 14.6.2.2 a death certificate;
  - 14.6.2.3 proof, statements, and any other information or documents we need.
- 14.6.3 **Within 3 months of the death**, you must provide us with all the information we asked for. If you do not provide us with all the information we ask for within 3 months of the claim, we may not accept the claim.

## 15. Hospital Cash Plan Section

### 15.1 Definitions in this section

<i>You</i>	means the policyholder and other people we insure under this section.
<i>Medical practitioner</i>	means a qualified and registered Medical Practitioner. Under this section, a Medical Practitioner cannot be you or a member of your immediate family.
<i>Accident</i>	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.
<i>Start date</i>	means the latest of the following dates: <ul style="list-style-type: none"><li>• the date on which insurance starts, as given in the schedule;</li><li>• the date that any change in the limit of compensation became effective;</li><li>• the date that any person was added to this section.</li></ul>

### 15.2 Who we insure

15.2.1 Under this section, we only insure the policyholder, their spouse, their children, the policyholder's parents and the policyholder's spouse's parents. Children include all the policyholder's unmarried children. We only compensate people who are all of the following:

15.2.1.1 named in the schedule;

15.2.1.2 normally living with the policyholder;

15.2.1.3 for a child, older than six months and younger than 18 years old;

15.2.1.4 younger than 80 years old;

15.2.1.5 permanently resident in South Africa. However, this insurance will apply if you leave South Africa for periods of less than three months at a time.

15.2.2 Each person may only be insured by one Hospital Cash Plan that we issue.

### 15.3 What we insure

#### **Compensation for each day you are in hospital**

15.3.1 If you are hospitalised, we compensate you for each day you are in hospital. The period of admission includes the day of admission but excludes the day of discharge.

15.3.2 To qualify for the benefit, you must be admitted to a hospital for at least 24 hours as a registered in-patient on the recommendation of a medical practitioner.

#### **The hospital must meet these conditions**

15.3.3 We compensate you only if the hospital meets all the following conditions:

15.3.3.1 it maintains permanent and full-time facilities for the care of overnight resident patients;

15.3.3.2 it has diagnostic and therapeutic facilities for major surgical and medical diagnosis and the treatment and care of injured and sick people;

15.3.3.3 medical practitioners conduct or supervise the diagnosis, treatment and care;

15.3.3.4 it provides a 24-hours-a-day nursing service supervised by nurses who are state-registered or hold equivalent qualifications.



- 15.3.4 The following are not considered as hospitals under this section: mental institutions; places of rest; places for the aged; places for drug addicts or alcoholics; nursing or recovery homes; long-term nursing units; geriatric wards; hospices; homes for disabled; pre-recovery wards or extended care facilities for recovery; or rehabilitation facilities.

**If you are admitted more than once**

- 15.3.5 If you are admitted to hospital more than once in 12 months, and each admission is from the same cause, we consider the separate admissions as one admission.
- 15.3.6 If you are admitted to hospital more than once in 12 months, and each admission is from a different cause, we consider the separate admissions as separate.

## 15.4 What we do not insure

- 15.4.1 We do not compensate you under this section for treatment of illness, injury or physical defect caused by any of the following:
- 15.4.1.1 treatment for the effects of alcohol;
  - 15.4.1.2 driving with more than the legally permitted level of alcohol in the blood;
  - 15.4.1.3 if the injury was the direct result of being under the influence of alcohol;
  - 15.4.1.4 intentional, self-inflicted injury;
  - 15.4.1.5 suicide or attempted suicide;
  - 15.4.1.6 pregnancy or childbirth;
  - 15.4.1.7 mental disease or mental disorder, unless it is properly managed by a qualified doctor;
  - 15.4.1.8 diabetes, unless it is being properly managed by a qualified doctor;
  - 15.4.1.9 taking a drug, unless it is taken on proper medical advice and not for treating drug addiction;
  - 15.4.1.10 any illness or injury that is related to, or as a result of, HIV or Aids. If we believe that your illness or injury is related to, or as a result of, HIV or AIDS, you will have to prove otherwise before we accept your claim;
  - 15.4.1.11 conditions that you are born with or childhood diseases contracted by a child insured under this section;
  - 15.4.1.12 flying other than as a passenger in a legally licensed passenger carrying aircraft;
  - 15.4.1.13 cosmetic or plastic surgery, except as a result of accident or disease.
- 15.4.2 We only compensate you for the amount that you were insured for under this policy at the date of the accident or disease.

## 15.5 Compensation

**Limit of compensation**

- 15.5.1 We compensate you the limit shown in the schedule for this section for each day you are in hospital. The maximum period we give compensation for any one cause is 365 days. The 365 days do not have to be consecutive.
- 15.5.2 This policy must be valid at the time the benefit is claimed for.

**Accident benefit: 50% more**

- 15.5.3 If you are admitted into hospital because of an accident, we increase the limit of compensation by 50%.

### **Outside of South Africa: Double benefit**

- 15.5.4 If you are outside South Africa for 3 months or less and during that time you are admitted to hospital, we double the amount of compensation.

### **Compensation to estate or beneficiary in event of your death**

- 15.5.5 In the event of your death, we give the compensation to your estate or your beneficiary. Your beneficiary must be named in the schedule.

### **Waiting periods before you can claim**

#### **30 days for claims other than accidents**

- 15.5.6 You can only claim for hospital stays that start after the first 30 days after the start date of this section.
- 15.5.7 If the cause of the hospital admission is an accident, you may claim any time after the start date of this section.

### **Hysterectomies have a 12-month waiting period**

- 15.5.8 You may only claim for hospital admissions related to hysterectomies if you have the hysterectomy more than 12 months after the start of the relevant person's insurance under this section.

### **Existing medical conditions have a 12-month waiting period**

- 15.5.9 An existing medical condition is a condition for which a medical practitioner gave any treatment or advice, including consultations to monitor the condition. The treatment or advice must be during the 12 months before the relevant person's insurance starts under this section.
- 15.5.10 You may only claim for hospital admissions related to existing medical conditions if one of the following is met:
- 15.5.10.1 you are admitted to hospital more than 12 months after your insurance starts under this section;
  - 15.5.10.2 periods of hospitalisation are more than 12 months apart.

## **15.6 Claiming**

- 15.6.1 You must:
- 15.6.1.1 give us any medical certificates and other evidence that we ask for. You are responsible for the cost of getting these documents; and
  - 15.6.1.2 have any medical examinations we ask you to have. We will pay for these medical examinations;
  - 15.6.1.3 if at any time after we have settled a claim, we discover that the claim was fraudulent, you must refund any amounts we paid to settle the claim.

## 16. Mechanical and Electrical Breakdown Section

### 16.1 Definitions in this section

<i>You</i>	means the policyholder and other people we insure under this section.
<i>Insured items</i>	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>
<i>Home</i>	means the main buildings and outbuildings situated at the address shown in the schedule.

### 16.2 Who we insure

16.2.1 Under this section, we insure:

16.2.1.1 the policyholder;

16.2.1.2 members of the policyholder's family who live with them.

### 16.3 What we insure

16.3.1 We compensate you for sudden mechanical and electrical damage to the insured item that you could not have foreseen.

16.3.2 We compensate you if, at the time of the damage, the insured item was in the Home.

### 16.4 What we do not insure

#### **Loss or damage that we do not insure**

##### **Theft**

16.4.1 We do not compensate you for damage caused by theft, or attempted theft.

##### **Wear, tear and deterioration**

16.4.2 We do not compensate you for gradual causes such as wear and tear, rust, mildew, corrosion, decay, deterioration. This includes damage from light, sunlight or normal climatic conditions.

##### **Household pests and pets**

16.4.3 We do not compensate you for loss or damage caused by household pests such as moths or other insects or their larvae, vermin and rodents or your own domestic pets.

##### **Cleaning, dyeing, renovating and repairing**

16.4.4 We do not compensate you for loss or damage caused by dyeing, renovating or repairing.

##### **Confiscation and detention**

16.4.5 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**

16.4.6 We do not compensate you for damage because:

- 16.4.6.1 tools were used on the insured item in the wrong way;
- 16.4.6.2 you or any other person made mistakes when installing the insured item;
- 16.4.6.3 the insured item was not maintained as the manufacturer recommended;
- 16.4.6.4 the insured item was used for something other than its normal home use;
- 16.4.6.5 provision is made for this damage in terms of the guarantee or warranty issued by the manufacturers of any electrical equipment.

### **Damage to glass and lenses**

16.4.7 We do not compensate you for damage to glass, including scratched lenses.

### **Damage to parts of the insured property that have short life spans**

16.4.8 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, notebooks, laptops, palmtops, iPads, tablets and data processing equipment**

16.4.9 We do not compensate you for damage to computers, notebooks, laptops, palmtops, tablets and data processing equipment.

### **Damage to electric gate motors**

16.4.10 We do not compensate you for damages to electric gate motors.

## **16.5 Compensation**

### **How we compensate you**

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

- 16.5.1.1 paying the costs of the damage;
- 16.5.1.2 replacing whatever is damaged;
- 16.5.1.3 repairing whatever is damaged.

**Limit of compensation**

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

**Excess**

16.5.3 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.

**16.6 Special conditions**

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

## 17. Premium Waiver for Retrenchment or Redundancy Section

**This section applies only to monthly policies and not to yearly policies.**

### 17.1 Definitions in this section

<i>You</i>	means the policyholder and the policyholder's spouse as named in the schedule.
<i>Redundancy</i>	means the termination of your employment by your employer because your employer introduces new technology or reorganises the business.
<i>Retrenchment</i>	means the termination of your employment by your employer because of poor market conditions or the liquidation of the business or any other business decision of the employer that results in reducing staff.

### 17.2 Who we insure

17.2.1 The policyholder and the policyholder's spouse named on the schedule.

### 17.3 What we insure

#### **Premiums in the event of redundancy and retrenchment**

17.3.1 We pay for the premiums for this policy if you are made redundant or retrenched.

### 17.4 What we do not insure

17.4.1 We do not pay the premiums for this policy for retrenchment or redundancy if:

- 17.4.1.1 you have not paid any premiums due on this policy;
- 17.4.1.2 you are retrenched or made redundant within the first 90 days of the start date of this section;
- 17.4.1.3 you accept voluntary retrenchment;
- 17.4.1.4 you are unemployed because you retire or resign;
- 17.4.1.5 you are unemployed because you fall pregnant or give birth;
- 17.4.1.6 your work is seasonal;
- 17.4.1.7 your fixed-term contract ends, or you finish the job you were specifically employed to do;
- 17.4.1.8 you lose your job because you are found guilty of fraud, dishonesty or any misconduct on your part;
- 17.4.1.9 you lose your job because of any illegal strike that you took part in or any lock-out by your employer;
- 17.4.1.10 you abscond from your job. To abscond means to leave your job in a secret and sudden manner;
- 17.4.1.11 you are employed in the informal sector;
- 17.4.1.12 you are self-employed.

### 17.5 Compensation

#### **How we compensate you**

17.5.1 We compensate you for a maximum of 6 monthly premiums by paying your premiums on your behalf. The compensation is the value of your monthly premiums due on this policy at the date you were retrenched or made redundant.

#### **Limit of compensation**

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

## 17.6 Special conditions

### **You must have worked for a continuous period**

- 17.6.1 We only compensate you if you worked full-time for 12 consecutive months immediately before you were made redundant or retrenched. You must return to full-time employment for 12 consecutive months before another claim can be made.

### **Your benefits will not increase**

- 17.6.2 We will not increase any benefits under this section if you are notified either orally or in writing that you will be retrenched or made redundant.

### **Only until your 66th birthday**

- 17.6.3 We only compensate you if you are made retrenched or retrenched before your 66th birthday.

### **Waiting periods apply to reinstated policies**

- 17.6.4 If this policy lapses or is cancelled for whatsoever reason and we agree to reinstate the policy the waiting period will reapply from the date that the cover is reinstated.

### **Tell us about your retrenchment**

- 17.6.5 You must inform us as soon as you are notified in writing of your imminent retrenchment.

## 18. Identity Theft Section

### 18.1 Definitions in this section

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*You* means the policyholder and other people we insure under this section.

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### 18.2 Who we insure

18.2.1 We insure the policyholder, their spouse and any family members named in the schedule. To be insured, the person must permanently live with the policyholder and be financially dependent on the policyholder.

### 18.3 What we insure

#### **You must have cover at the time of the identity theft**

18.3.1 We only compensate you under this section when both of the following conditions are met:

18.3.1.1 the Identity Theft (as described below) happens;

18.3.1.2 a claim is brought against you by a creditor or collection agency or someone acting on their behalf or you become aware of a possible claim under this section.

18.3.2 You may claim for Identity Theft that took place any time from the start date of this section to one year after the end date of this section of the policy.

#### **Identity theft for a loan or account**

18.3.3 We compensate you only if another person or entity assumes your identity to:

18.3.3.1 get a loan;

18.3.3.2 open a credit account;

18.3.3.3 take over an existing account.

#### **Reasonable costs that we insure for identity theft**

##### **Legal expenses in certain situations**

18.3.4 We compensate you for reasonable legal costs for defending any legal action brought against you by a creditor or collection agency or someone acting on their behalf. This includes both:

18.3.4.1 civil proceedings because of identity theft;

18.3.4.2 criminal proceedings where you are charged with illegal acts someone else has committed while using your identity.

18.3.5 We compensate you for:

18.3.5.1 removing any civil or criminal judgment wrongfully taken against you as the result of the identity theft;

18.3.5.2 challenging the accuracy or completeness of any information in your consumer credit report. This is if wrong information was given to the credit agency or financial institution.

##### **Income you have lost due to time off work**

18.3.6 We compensate you for unpaid leave from your job or profession if the only reason you had to take the time off was the Identity Theft.

18.3.7 We compensate you for income lost because of workdays you take off while you have insurance under this section, or within 12 months of the end date of this policy.

18.3.8 We do not compensate you for leave days or sick days. We do not compensate you if you are self-employed.



### **Amounts you have to pay to a creditor**

18.3.9 We compensate you for your actual loss from a legal Liability to pay a creditor. We compensate you only if any of the following cards or accounts were opened in your name, without your permission:

- 18.3.9.1 ATM card, credit card or debit card account;
- 18.3.9.2 bank account;
- 18.3.9.3 other credit accounts.

### **Various other expenses**

18.3.10 We compensate you for:

- 18.3.10.1 costs to re-submit applications for loans or other credit or debit accounts. This is if the lender rejected your application only because they received the wrong information because of identity theft;
- 18.3.10.2 reasonable costs for getting a notary to check documents related to your identity theft;
- 18.3.10.3 reasonable costs for long distance telephone calls, and registered mail as a result of your efforts to report an identity theft;
- 18.3.10.4 costs for disputing the accuracy or completeness of any information in your credit history;
- 18.3.10.5 costs for a maximum of four credit reports per incident of identity theft, from an entity that we approve. You must have asked for the credit reports during the 12 months after the discovery of the identity theft.

## 18.4 What we do not insure

### **Identity theft dishonesty**

18.4.1 We do not compensate you if the identity theft relates to any dishonest, criminal, malicious or fraudulent acts that you or a family member not named in the schedule commits, had knowledge of or planned.

### **Loss that results from business**

18.4.2 We do not compensate you for loss that relates to your business.

### **Costs for death, injuries or other loss**

18.4.3 We do not compensate you for death, injury, sickness, disease, disability, shock, mental anguish or mental injury that results from identity theft. This includes any care you might need, or any other loss we do not specify as a cost we insure.

### **Credit card fees if you did not comply with terms, conditions and exclusions**

18.4.4 We do not compensate you for credit card fees for stolen credit cards if you did not comply with all the terms, conditions and exclusions under which the cards were issued.

## 18.5 Compensation

### **Limit of compensation**

18.5.1 For each incident of identity theft, we compensate you up to the limit shown in the schedule.

### **Excess**

18.5.2 There is an excess in the schedule for identity theft. This is the first amount that you must pay before we compensate you.

## 18.6 Special conditions

### **The creditor must confirm information**

- 18.6.1 The creditor must confirm any amounts in writing that you owe as a result of identity theft.

### **You must cooperate with our investigation**

- 18.6.2 You must give us permission to inspect your books and financial records.
- 18.6.3 You must cooperate with us and help us to enforce any legal rights you or we have in relation to your identity theft. This includes giving evidence, including in any legal proceeding or other proceeding necessary to resolve the identity theft.

### **You must take steps to avoid further Identity theft**

- 18.6.4 You must take all reasonable action to prevent further loss from identity theft.

### **Notify the police and financial institutions within 24 hours**

- 18.6.5 You must notify the police, your bank, the company that issued your ATM card, debit or credit card, financial institution, or any other relevant entity, of the identity theft within 24 hours of discovering it. If you do not do this, we will not accept your claim.

## 18.7 Claiming

### **You must give us proof when you claim**

- 18.7.1 If you claim for lost income, you must submit all of the following:
- 18.7.1.1 proof from your employer that you took unpaid leave. You must have a Commissioner of Oaths certify this information;
  - 18.7.1.2 proof that it was necessary to take time off work;
  - 18.7.1.3 copies of any demands, notices, summonses, complaints, or legal papers that relate to the identity theft.
- 18.7.2 If you do not do this, we will not accept your claim.

## 19. Home Employers' Labour Dispute Section

### 19.1 Definitions in this section

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<i>You</i>	refers to the policyholder and their spouse.
<i>Domestic staff</i>	is anyone that you considered employing, employ or have employed to perform domestic duties for remuneration at your Private Home.
<i>Unfair labour practice</i>	means: <ul style="list-style-type: none"><li>• unfair discrimination against any domestic staff on the grounds of race, gender, pregnancy, birth, colour, ethnic or social origin, sexual orientation, age, disability, religion, HIV status, conscience belief, political opinion, culture, language, marital status, or family responsibility;</li><li>• sexual harassment. This includes unwelcome sexual advances, requests for sexual favours and any type of unwelcome contact of a sexual nature which:<ul style="list-style-type: none"><li>– is made an implied or explicit term of the employment contract;</li><li>– creates a hostile or offensive work environment;</li><li>– becomes a basis for decisions regarding that domestic staff's employment;</li></ul></li><li>• defamation relating to the domestic staff's job skills, performance, qualifications, reputation, disciplinary history or termination of employment;</li><li>• unfair dismissal or unfair refusal to hire;</li><li>• negative changes in the terms of the domestic worker's employment because they have exercised or tried to exercise a legal right, or have helped someone else exercise or try to exercise a legal right.</li></ul>
<i>Legal proceedings</i>	means legal, administrative or regulatory proceedings which include: <ul style="list-style-type: none"><li>• issuing a summons, subpoena or counter claim, whether by you or against you;</li><li>• any written communication alleging an unfair labour practice by you, and indicating that the worker intends to hold you responsible.</li></ul>

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### 19.2 Who we insure

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

19.2.1.1 the policyholder;

19.2.1.2 the policyholder's spouse.

### 19.3 What we insure

19.3.1 We compensate you for all amounts that you are legally liable to pay as the result of any legal proceedings against you for any unfair labour practice.

### 19.4 What we do not insure

19.4.1 We do not compensate you for:

#### **Your Liability relating to trade union activity**

19.4.2 Liability that results from lawful trade union activities or membership, industrial disputes or negotiations except costs and expenses incurred in getting an interdict in the case of an unprotected strike action.

### **Legal obligations**

- 19.4.3 Liability that results from payments that you are legally required to make in relation to remuneration, workers' compensation, disability benefits, unemployment insurance, retirement benefits, or any other legally required payment;
- 19.4.4 Liability arising from labour or grievance proceedings as a result of a collective bargaining agreement;
- 19.4.5 taxes, fines, penalties, punitive, exemplary or aggravated damages other than exemplary or aggravated damages arising from a claim for defamation;
- 19.4.6 Liability that results from a breach of the laws and regulations relating to minimum payment and other conditions of employment;
- 19.4.7 costs related to adapting your home or working methods to accommodate a person with a disability, or to meet legal health and safety standards.

### **Bodily injury, sickness, death and damage to property**

- 19.4.8 Liability that results from bodily injury, sickness or death of any person;
- 19.4.9 Liability that results from loss of or damage to property.

### **Your actions**

- 19.4.10 Liability that results from any wilful, dishonest, fraudulent or malicious act of yours.

### **Prior claims**

- 19.4.11 Liability that results from any incident or legal demand that you were aware of when you took out this cover.

## 19.5 Compensation

### **Limit of compensation**

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

### **Legal costs**

- 19.5.2 The limit shown in the schedule includes all legal costs and expenses for:
  - 19.5.2.1 damages, judgements and costs made against you by a competent court or tribunal;
  - 19.5.2.2 settlements that you enter into with our written consent;
  - 19.5.2.3 costs that you incur with our consent relating to the investigation, negotiation, defence and appeal of claims against you.

## 19.6 Special conditions

### **Disciplinary procedures**

Before you start disciplinary procedures against domestic staff you must contact the Labour Help Line on **0860 24 7 365**. You must follow the advice that the help line gives you.

## 19.7 Claiming

You must report any legal demand as soon as reasonably possible to the Claims Direct Line on **0860 24 7 365**.