

Constantia Insurance Company Limited Personal Assets Policy Wording



Table of Contents

A. INTRODUCING YOUR PERSONAL ASSETS INSURANCE POLICY 5

 1. Purpose of insurance 5

 2. Basis of the Personal Assets Insurance Policy 5

 3. The information that forms part of your policy..... 5

B. USING YOUR POLICY 6

 1. Definitions..... 6

 2. Understanding your policy..... 7

 3. Understand the excess 7

 4. Structure 8

 5. Examples 8

 6. Singular and Plural 8

C. GENERAL TERMS, CONDITIONS AND EXCLUSIONS..... 9

 1. General and specific terms and conditions 9

 2. The terms and conditions apply separately to each section 9

 3. Your duties under this policy 9

 4. Asbestos exclusion..... 10

 5. Premium payment 10

 6. To pay the excess if you have a valid claim 11

 7. To care for your items..... 11

 8. Claims..... 11

 9. Company's rights after an event..... 13

 10. Deliberate or fraudulent acts in making a claim 13

 11.Reinstatement of cover after loss (not applicable to stock on a declaration basis nor to any Section where it is stated to be not applicable) 14

 12.Breach of conditions..... 14

 13.No rights to other persons 14

 14.Value-added Tax (VAT) 14

 15.Consent to disclosure of private information 15

 16.Interest on payments 15

 17.Law and jurisdiction..... 15

 18.Change of interest/disclosure/non-disclosure 15

 19.Insurable Interest 16

 20.Detention, confiscation and forfeiture..... 16

 21.Theft by false pretences and fraud 16

 22.Sanction limitation and exclusion 17

 23.Policy and Schedule 17

 24.Defective design, lack of maintenance and cost of maintenance..... 17

25. Gradual deterioration, wear and tear	17
26. National Building Regulations	17
27. Delay of cover	17
28. Security firms	17
D. WHAT WE DO NOT INSURE	18
E. BUILDINGS	21
1. Definitions in this section	21
2. Who we insure	21
3. What we insure	22
4. What we do not insure	27
5. Compensation	29
6. Special conditions	31
7. Optional Cover if stated in the schedule	32
F. HOUSEHOLD CONTENTS	35
1. Definitions in this section	35
2. Who we insure	35
3. What we insure	35
4. What we do not insure	44
5. Compensation	46
6. Special conditions	47
7. Optional Cover - Accidental damage	49
G. PERSONAL ELECTRONIC EQUIPMENT	51
1. Definitions of this section	51
2. Who we insure	51
3. What we insure	51
4. What we do not insure	52
5. Compensation	52
H. ALL RISK	54
1. Definitions in this section	54
2. Who we insure	54
3. What we insure	54
4. What we do not insure	55
5. Compensation	56
6. Special conditions	58
I. PERSONAL LIABILITY INSURANCE	59
1. Definitions in this section	59
2. Who we insure	59
3. What we insure	59
4. What we do not insure	60
5. Compensation	62

J. VEHICLES..... 64

1. Definitions in this section 64

2. Who we insure..... 64

3. What we insure..... 64

4. Types of insurance 66

5. Liability..... 70

6. What we do not insure 71

7. Compensation..... 73

8. Special conditions 75

9. Optional insurance..... 77

K. CAR HIRE 78

1. Definitions..... 78

2. Standard terms and conditions 78

3. Claim Procedure 80

L. PERSONAL ACCIDENT..... 80

1. Definitions in this section 80

2. Who we insure..... 80

3. What we insure..... 80

4. What we do not insure 82

5. Compensation..... 83

6. Special conditions 86

M. SMALL LEISURE CRAFT 88

1. Definitions in this section 88

2. Who we insure..... 88

3. What we insure..... 88

4. What we do not insure 91

5. Compensation..... 94

6. Special conditions 96

N. EXTENDED PERSONAL LIABILITY 98

1. Definitions in this section 98

2. Who we insure..... 98

3. What we insure..... 98

4. Compensation..... 99

5. Limit of compensation 99

6. What we do not insure 99

7. Limit of compensation 102

Separate riot and strike cover is provided, where available by SASRIA Limited, Registration number: 1979/000287/06.

A. INTRODUCING YOUR PERSONAL ASSETS INSURANCE POLICY

1. Purpose of insurance

- 1.1 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 the policy terms, conditions and exclusions.
- 1.2 There are limits to the compensation for the vents or items you insure. Please see your schedule for the limited of compensation.

2. Basis of the Personal Assets Insurance Policy

- 2.1 According to the terms, conditions and exclusions of this insurance policy:
 - 2.1.1 If the premium is paid monthly, the first premium must be paid on time via a bank order, there is no grace period, first premiums must be paid in advance. If a payment for a subsequent month is missed the Insured will have a 15 day grace period within which to pay the premium. If the payment is still not received after the grace period or the bank has been instructed to stop payment, the policy will be automatically cancelled. The cancellation will be backdated to the date on which the payment was originally due.
 - 2.1.2 If the premium is paid annually, there is a 15 day grace period after the start of the policy to make payment. If this deadline is missed the policy will automatically lapse.
 - 2.1.3 we compensate you for loss or damage you suffer from insured events set out in the policy *less any excess you must pay*.
- 2.2 We may decide how to compensate you. Please check the conditions for compensation in each section.

3. The information that forms part of your policy

- 3.1 Unless you have complied with all policy terms and conditions we will not accept any liability under the insurance.
- 3.2 The following documents and information form part of your insurance policy and must be read together as one document:
 - 3.2.1 The information you gave to us when you applied for insurance. You might have given information in an application form, through an intermediary, or over the telephone.
 - 3.2.2 **The 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.

- 3.2.3 **Insurance terms, conditions and exclusions.** These consist of:
 - 3.2.3.1 general terms, conditions and exclusions that set out your duties, the compensation we give, and how to claim for an insured event for any loss or damage to insured items;
 - 3.2.3.2 terms, conditions and exclusions specific to each section (for example, to Motor insurance or Household Goods insurance).
 - 3.2.3.3 Please refer to your schedule for the sections that apply to your policy.

B. USING YOUR POLICY

1. Definitions

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

You, your, yourself	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.
We, us, our	Constantia Insurance Company Limited, a registered insurer for the purposes of the Short-Term Insurance Act 1998 and a licensed financial services provider (FSP 31111) for the purposes of the Financial Advisory and Intermediaries Act 2002, registration number 1952/001514/06.
The Premises, Risk address and Insured Premises	The physical address(es) as specified in the schedule.
Standard Construction	Buildings constructed with walls of brick, stone and/or cement roofed with slate, tile, cement or metal.
Anniversary date	The date 12 months after the Start date of your policy, unless your policy specifically states otherwise.

Consequential loss	Any additional loss or damage that happens as a result of the insured loss or damage.
Excess	The first amount to be paid by you before we settle a claim.
Exclusion	An event, loss or damage that is not insured.
Liability	Responsible in law.
Held liable	Held responsible in law by a South African Court.
Claims Preparation Costs	CPC costs are costs that you incur to get any proof or certified information that we need to process your claim. Limited up to R10 000
Period of insurance	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.
Negotiable instrument	A written order or unconditional promise to pay a fixed sum of money on demand or at a certain time such as cheques, money orders and promissory notes.
Excess	Excess waived for Pensioners.

2. Understanding your policy

- 2.1 Your schedule sets out important information about your policy, including limits of compensation. It is your responsibility to tell us as soon as reasonably possible if any details are incorrect.
- 2.2 You are not insured for an insured event or under a section of insurance if:
 - 2.2.1 the limit of compensation is left blank, has no amount next to it, or is shown as nil, not applicable or not insured; or
 - 2.2.2 there is no information under the heading.

3. Understand the excess

- 3.1 For insured items, you must pay an excess when you claim. The relevant excess is set out alongside the items in the schedule or specified in the sections.

The excess is due before we settle the claim and we may deduct it from the compensation we give.

3.2 Excess waived for Pensioners over 55 years of age:

3.2.1 No basic excess is applicable to Pensioners. Pensioners re defined as clients over the age of 55 and who's only source of income is derived from their pension (and no other source). The applicable additional excesses will apply.

3.3 Understand the Rand amounts.

All amounts in the schedule (including limits of compensation, premiums and excesses) include VAT. All amounts are in South African Rand, including premiums and the amounts we give to you as compensation.

4. Structure

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

- 4.1.1 Definitions in the section
- 4.1.2 Who we insure
- 4.1.3 What we insure
- 4.1.4 What we do not insure
- 4.1.5 Compensation
- 4.1.6 Special conditions (if any)
- 4.1.7 Claiming (if any extra requirements)

5. Examples

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

6. Singular and Plural

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

C. GENERAL TERMS, CONDITIONS AND EXCLUSIONS**1. General and specific terms and conditions**

There are general and specific terms, conditions, exclusions and extensions.

General terms, conditions and exclusions apply to every section of the policy including the extensions. They are set out in this part of the terms and conditions.

Specific terms, conditions, exclusions and extensions apply to the types of cover you buy. They are set out in the specific sections.

2. The terms and conditions apply separately to each section

The terms and conditions of this policy apply separately to each of the sections. Not complying with a term or condition under one section does not affect cover under another section.

For example:

John has HOUSEHOLD CONTENTS COVER and MOTOR VEHICLE COVER. John forgets to turn on the burglar alarm at his home. His car is stolen from his home. We will not reject John's claim under

MOTOR VEHICLE COVER for the stolen car because the burglar alarm at his home was not turned on.

3. Your duties under this policy**3.1 To give relevant, complete and true information****3.1.1 How we use the information**

You must give us relevant, complete and true information about yourself, the people you represent under this policy and the items you ask us to cover. We use this information to calculate your cover and premiums.

Relevant information is information that a reasonable person would consider is important to give to an insurance company to calculate premiums and cover.

3.1.2 How information is given to us

The information might have been given to us on the phone, by email, by letter, on a proposal form or online at any time before or during cover. If you authorise anyone else to act on your behalf, it is your responsibility to make sure that the information we receive is relevant, complete and true.

3.1.3 Tell us about any changes

You must tell us immediately if there are changes to any information we have on record for you, the people you represent or the items we cover.

3.1.4 Our rights if you do not comply

If you do not give us relevant, complete and true information or if you do not immediately inform us of any changes or if you do not comply to a warrant in a section, we have the right to do any one or more of the following:

- a) Change the terms and conditions of your policy;
- b) Cancel your policy or any section of your policy from any date we choose.
- c) We have the right to keep your premiums for the cover you have had until the date of cancellation;
- d) Treat your policy as if it had never started. In this case, we will refund your premiums;
- e) Not pay out your claim;
- f) Recover from you any amounts we have paid for previous claims if they were based on incomplete or false information.

4. Asbestos exclusion

4.1 Notwithstanding any provision of this Policy including any Exclusion, Exception, or Extension or other provision which would otherwise override a General Exception, this Policy does not cover any:

- 4.1.1 legal liability;
- 4.1.2 loss;
- 4.1.3 damage;
- 4.1.4 cost or expense whatsoever; or
- 4.1.5 any consequential loss;

directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

5. Premium payment

5.1 Where the premium is paid annually

The premium is due and payable on or before the inception date or renewal date but must be paid within 30 (thirty) days of such date. We shall not be obliged to accept premium tendered to us more than 30 (thirty) days after the inception date or renewal date as the case may be but may do so upon such terms at our sole discretion.

5.2 Where the premium is paid monthly

The premium is due and payable on or before the inception date or the first day of each month thereafter as the case may be, if the premium has not been paid for any reason other than You are having stopped the payment, We will re-debit in the following month for two months' premium. If this premium has also not been paid, the policy will be cancelled from the date of the first debit.

Should there be claim against the policy in the period for which premium has not been received, the claim will only be settled once premium has been received.

6. To pay the excess if you have a valid claim

There is an amount called an excess that you must pay towards your own claim. The excess is compulsory, unless the schedule shows there is no excess. The excess applies whether you are at fault or not.

Where we pay you a cash amount to settle your claim, we take off the excess from the amount we pay to you. If we pay a product or service provider direct for your claim, you must pay the excess to that product or service provider.

Pensioners over 55 years old do not have to pay an excess unless the specific conditions of a section say they must. A pensioner is a person who is no longer in full-time employment and whose main income comes from a pension, annuity or investment.

7. To care for your items

You have a duty to care for the items we cover.

You must take all reasonable care to prevent theft, loss or damage, bodily injury and accidents.

You must not be reckless or deliberately cause any theft, loss or damage, bodily injury and accidents.

After an event that we cover takes place:

- 7.1 You must not be reckless or deliberately cause further loss or damage; and
- 7.2 You must take all reasonable steps to prevent further loss or damage. We have the right to reject your claim if you do not comply with this condition

8. Claims

8.1 Notice

You shall on the happening of any event which may result in a claim under this Policy, at your expense:

- 8.1.1 give notice thereof to the Company as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured;
- 8.1.2 shall as soon as practicable after the event or such further time as We may in writing allow, submit to Us a claim in writing and giving Us such proof, information and sworn declarations as We may reasonably require;
- 8.1.3 shall immediately after the event inform the Police of any claim involving Loss or Theft of property.

8.2 Unlawful use, theft, loss or malicious damage to property

In the event of any claim involving unlawful use of a motor vehicle or any theft or loss or malicious damage to property, you or the person in whose care, custody or control such articles are, shall report the occurrence to the Police immediately in the area where the loss has occurred.

8.3 Injuries

In respect of any claim for personal injury under this Policy where such cover is granted all certifications, information and evidence required by Us shall be furnished at your expense and an injured person shall as often as required by Us submit to medical examination at Our expense. We shall in the case of death be entitled to have a post mortem examination carried out.

8.4 Legal processes

You shall immediately advise Us of any impending prosecution or inquest and forward to Us immediately any notice of claim or any communication, writ, criminal and/or civil summons and/or other legal process issued or commenced against You in connection with the event giving rise to the claim.

8.5 No admission of liability

You shall not incur any expense (except as specifically provided for in this Policy) in making good any damage without the written consent from Us, and shall not negotiate, pay, settle, admit or repudiate any claim or accept liability without such consent and may under no circumstances whatsoever consent to the jurisdiction of any court without prior written permission from Us.

8.6 Prescription period

8.6.1 Expiry of claim

No claim shall be payable after expiry of 24 (twenty-four months) or such further time as We may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a third party;

8.6.2 Rejections

No claim shall be payable unless you have served us with legal process within 6 (six) months of the rejection of the claim in writing and pursues such proceedings to finality.

8.7 Recovery

8.7.1 If, after payment of the claim in respect of lost or stolen property, such property is located or recovered, You shall render all assistance and identification in the recovery of such property.

8.7.2 We shall pay for the reasonable cost in identifying such property.

8.7.3 Failure to assist Us in the recovery of the said property You shall become legally liable to repay Us all payments and expenses in respect of the claim.

8.7.4 If the property was successfully recovered We will be the rightful owner of the property.

- 8.7.5 If We replace or reinstate such vehicle We shall have the option to take ownership of the vehicle.

9. Our rights after an event

- 9.1 On the happening of any event in respect of which a claim is or may be made under this Policy, Us and every person authorised by them may, without thereby incurring any liability and without diminishing Our rights to rely upon any conditions of this Policy:
- 9.1.1 take, enter or keep possession of any damaged property and deal within a reasonable manner. You shall not be entitled to abandon any property to Us whether taken possession by Us or not;
- 9.1.2 take over and conduct in Your defence or settlement of any claim and prosecute in Your name for Your benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by You without the written consent from Us.
- 9.2 You shall, at Our expense, do and permit to be done all such things necessary or reasonably required by Us for enforcing any rights to which We shall be, or would become, subrogated upon indemnification of Yourself whether such things shall be required before or after such indemnification.
- 9.3 In respect of any Section of this Policy under which an indemnity is provided for liability to third parties, the company may, upon the happening of any event, pay to You the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and We shall thereafter not be under further liability in respect of such event.

10. Deliberate or fraudulent acts in making a claim

All benefits afforded in terms of this Policy in respect of any claim shall be forfeited and this Policy may be voided or cancelled at Our discretion from the date of any fraudulent conduct:

- 10.1 if any claim or part thereof under this Policy is in any way fraudulent or if fraudulent means or devices are used by you or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if any Insured event under this Policy is occasioned by the Insured's intentional conduct or that of any person acting on the Insured's behalf or with the Insured's connivance; or
- 10.2 if any fraudulent information and/or document, whether created by You or any other party is provided to Us by you or anyone acting on Your behalf or with Your connivance in substantiation or support of any claim under this Policy and whether or not the claim in itself is fraudulent; or

10.3 if the quantum of any claim is deliberately exaggerated by you or anyone acting on Your behalf or with Your connivance, for any reason whatsoever, and whether or not the claim in itself is fraudulent.

Where any benefit under this Policy is forfeited in circumstances set out in this General Condition, You shall repay Us all amounts which We may have previously settled in respect of all claims forfeited without prejudice to Our right to recover any other damages which We may have suffered because of the fraudulent conduct.

11. Reinstatement of cover after loss (not applicable to stock on a declaration basis nor to any Section where it is stated to be not applicable)

In consideration of sums insured not being reduced where appropriate by the amount of any loss, You shall pay additional premium on the amount of the loss from the date thereof or from the date of reinstatement or replacement (whichever is the later) to expiry of the period of insurance.

12. Breach of conditions

The conditions of this Policy and Sections thereof shall apply individually to each of the risks Insured and not collectively to them so that any breach shall render voidable the Section only in respect of the risk to which the breach applies.

13. No rights to other persons

Unless otherwise provided, nothing in this Policy shall give any rights to any person other than the Insured. Any extension providing indemnity to any person other than You shall not give any rights to claim to such person, the intention being that You shall claim on behalf of such person. The receipt by You shall in every case be a full discharge to Us.

14. Value-added Tax (VAT)

14.1 Definition

VAT shall mean the amount of value-added tax payable by You or Us to the revenue authorities in the Republic of South Africa.

14.2 VAT-inclusive Condition

It is understood and agreed that the monetary amounts as reflected in the Sums Insured and/or limits of indemnity shall be applied to the indemnity or amounts payable in terms of this Policy and to which sums the Terms, Conditions, Provisions and Limitations of this Policy shall apply, and value-added tax at the current rate as promulgated in legislation relating thereto.

Subject to such sums/limits of indemnity being adequate to embrace the amounts, We will, to the extent that You are accountable to the tax authorities for value-added tax in respect of any payment in terms of this Policy, include the amount of such tax in the final settlement of any claim in terms of this Policy;

PROVIDED THAT: the total amount payable for any Defined Event and the value-added tax related thereto shall not exceed the sum insured/limit of indemnity set against such Defined Event. In circumstances referred to herein under which You are required to bear the first amount of any loss (Excess), such amount shall also be inclusive of value-added tax in like manner to the sum insured/limit of indemnity referred to above. Furthermore, in the event of a change in the rate of VAT during the period of insurance, Sums Insured, limits of indemnity and, if appropriate, premiums shall be adjusted automatically.

15. Consent to disclosure of private information

- 15.1 You acknowledge that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly and reduce the incidence of fraudulent claims with a view to limiting premiums.
- 15.2 On behalf of You and on behalf of anyone You represent herein, you hereby waive any right to privacy with regard to any underwriting and claims information in respect of any insurance policy or claims made or lodged by the Insured, or on behalf of the Insured.
- 15.3 You consent to such information being stored in the shared database and used as set out above.
- 15.4 You also consent to such information being disclosed to any insurer or its agent.
- 15.5 You further consents to any underwriting information being verified against legally recognised sources or databases.
- 15.6 You agree that this consent clause will survive the termination for whatever reason of the policy, including its cancellation or lapsing.

16. Interest on payments

No interest will be payable on any amount due by Us in terms of this Policy unless a Court of Law orders otherwise.

17. Law and jurisdiction

Any dispute between You and Us in connection with or arising out of the Policy shall be decided exclusively in accordance with the law of the Republic of South Africa and exclusively by a competent court of South Africa.

You undertake that you will not institute any action against Us nor bring joinder proceedings against Us in the court of any country other than the Republic of South Africa.

18. Change of interest/disclosure/non-disclosure

- 18.1 Before You enter into a contract of insurance with an Insurer, you have a duty to disclose to Us every matter known, or that the reasonable person in a similar position could

reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

18.2 You have the same duty to disclose those matters to the Company before the Policy is renewed, extended, amended or reinstated.

18.3 Failure to comply with the duty of disclosure, the Company may be entitled to reduce its liability under the Policy in respect of a claim or may void the Policy from the date of the material change of risk or nondisclosure.

18.4 Further, the cover provided by this Policy shall be void with respect to any item insured:

18.4.1 to which any alteration after the commencement of this insurance takes place;

18.4.2 whereby the Insured's interest ceases except by will or operation of law;

unless notice has been given to the Company in writing as soon as practicable after such alteration and an additional premium paid if required.

19. Insurable Interest

19.1 You must have an insurable interest in any item insured under this Policy at the date of the event giving rise to a claim.

19.2 If the Insured's insurable interest in an insured item is an interest other than as an owner or a good faith possessor of the goods (in terms of a credit agreement or else) who bears the risk of loss, you must advise Us of the nature and extent of the insurable interest before the cover commences.

19.3 The cover for any such item will start only when We have given written confirmation and agreed to insure the property.

Should the nature or extent of the insurable interest in any item insured under this Policy change, you must notify Us immediately in writing of such change. Failure to do so may entitle Us to reject the claim if Your insurable interest was not agreed to by Us.

20. Detention, confiscation and forfeiture

This Policy does not cover any loss, damage, cost or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, SA Police Services, crime prevention units or other officials or authorities.

21. Theft by false pretences and fraud

This Policy does not cover loss or damage resulting directly or indirectly from or in connection with any actual or purported exchange, cash or credit sale agreement including theft by false pretences and/or fraud.

22. Sanction limitation and exclusion

We shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

23. Policy and Schedule

The Policy and the Schedule together confirm the contract between you and us and should be read as one document. Should there be any conflict in interpretation between the contents of the printed Policy and the contents of the Schedule, the Policy wording shall be given precedence.

24. Defective design, lack of maintenance and cost of maintenance

The insurance provided by this Policy does not cover loss of or damage to property stated in the Schedule related to or caused by or attributable or relating to defective design, workmanship, construction or material or lack of maintenance or the cost thereof.

25. Gradual deterioration, wear and tear

We shall not be responsible to pay for gradual deterioration and/or wear and tear to property stated in the Schedule which occurs over a period of time.

26. National Building Regulations

All property insured and specified in the Schedule must comply with the National Building Regulations and building plans duly approved by the applicable authority before building commenced.

27. Delay of cover

27.1 No Section of this Policy will provide cover against loss or damage during the first 4(forty-eight) hours from commencement of the Policy caused by:

27.1.1 bush-or grass fire;

27.1.2 a named cyclone or cautionary in which warning was given of a potential tsunami.

27.2 This General Exception does not apply if this Policy cover directly follows a previous Policy Section that covers the same event without a break in cover.

28. Security firms

If an employee of a security firm employed by You under a contract causes loss or damage, We agree, if in terms of the said contract You may not claim against the said security firm, not to exercise their rights of recourse against the said security firm. We shall not raise as a defence to

any valid claim submitted under any Section or Sub-Section of this Policy that Our rights have been prejudiced by the terms of any contract entered into between You and any security provider relating to the protection of Your property.

D. WHAT WE DO NOT INSURE

1. These exclusions apply to all sections of this policy. Other sections may contain additional exclusions that are specific to those sections. Please make sure you read through the document carefully.

1.1 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.

1.2 We do not compensate you for events deliberately caused.

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

1.3 We do not compensate for fraud, dishonesty and misrepresentation.

Misrepresentation means giving misleading or incorrect facts. We do not compensate you for claims based on fraud, dishonesty or if any materially misleading statements are or were made or omitted which would have influenced the acceptance of this risk or claim or the premium required. If we gave compensation for any claims that we later discover were based on fraud, dishonesty or misrepresentation, we may declare the policy void and we will retain all premiums paid or payable and you must pay back the amount of the compensation immediately when we ask for it.

1.4 We do not compensate for Liability related to contracts.

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.

1.5 We do not compensate for certain causes.

We do not compensate you for claims for loss, damage, bodily injury or Liability arising from any of the following:

- 1.5.1 deterioration, electronic or electrical failure;
- 1.5.2 breakdowns or breakages;

- 1.5.3 rust, corrosion or mildew;
- 1.5.4 moths, vermin, insects, or your own domestic pets;
- 1.5.5 processes or dyeing, cleaning or renovating;
- 1.5.6 the action of light or climatic conditions; or
- 1.5.7 spontaneous combustion.

1.6 We do not compensate for confiscation by lawful authorities.

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.

1.7 We do not compensate for claims related to nuclear material.

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.

1.8 We do not compensate you for claims resulting directly or indirectly from any of the following:

- 1.8.1 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;
- 1.8.2 contamination from nuclear material in any form, including from nuclear waste;
- 1.8.3 nuclear fission or fusion;
- 1.8.4 nuclear weapons; or
- 1.8.5 nuclear explosion.

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

We will not accept any claims for events resulting directly or indirectly from any one or more of the following:

- 1.9.1 labour disturbances, riots, strikes, lockouts or public disorder, or any acts that are aimed to cause these; war and warlike activities, for example invasion, acts of foreign enemies and civil war (whether war is declared or not);
- 1.9.2 martial law, mutiny uprising or a stage of siege, or any event which may cause these;

PERSONAL ASSETS INSURANCE

Insurance made personal

- 1.9.3 revolution, including protests, rebellion, civil disobedience and inciting fear in the public;
- 1.9.4 acts or attempts to overthrow the government or any local or tribal authority by force or by means of fear, terrorism or violence.
- 1.9.5 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;
- 1.9.6 any events for which a fund is established under the War Damage Insurance and Compensation Act, No 85 of 1976 or any similar Act; or
- 1.9.7 the acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.

SPECIFIC SECTIONS

E. BUILDINGS

1. Definitions in this section

You	The policyholder
Buildings	<p>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, which is standard construction vs Non-standard like Thatch and Timber.</p>
The Building includes:	<ul style="list-style-type: none"> • The main Residence; • “Outbuilding” means the domestic outbuildings, including but not limited to the garages, domestic employees' quarters, storerooms, irrespective if these outbuildings have inter-leading doors or are attached to the Residence, situated at the risk address on the Schedule. • Paths and driveways made of brick, concrete, asphalt, stone but not gravel; • Walls, gates, metal palisades, and fences on the grounds but not those made of wood or wire or hedges; • your fixtures and fittings (including fitted carpets); • carports; • Water, sewerage, gas, electricity and telephone connections; • Jacuzzis, saunas, domestic water pumps, solar heating panels; • Swimming pools, fixed filtration plants, safety nets and covers but not automatic pool cleaners, vinyl-lined swimming pools or swimming pools built above ground level; • Tennis courts; • TV and radio aerials, satellite dishes, masts and lightning conductors.

2. Who we insure

We insure the policyholder.

3. What we insure

- 3.1 Loss or damage by insured events.
- 3.2 We compensate you for loss or damage caused to the Residence by insured events. The insured events are:
 - 3.2.1 fire, explosion and lightning;
 - 3.2.2 malicious damage except for loss or damage;
 - 3.2.3 caused by someone living in the Residence or Outbuilding;
 - 3.2.4 that occurs while your Residence or Outbuildings are being lent, let, or sub-let; or
 - 3.2.5 caused by theft or attempted theft;
 - 3.2.6 storm, wind, water, flood, hail or snow except for loss or damage:
 - 3.2.6.1 caused by wear and tear or gradual deterioration;
 - 3.2.6.2 caused by rise in damp or a rise in the water table;
 - 3.2.6.3 to gates and fences, including metal palisades and motors attached to them; or
 - 3.2.6.4 to retaining walls;
 - 3.2.6.5 earthquake;
 - 3.2.6.6 bursting, leaking or overflowing of pipes and water apparatus or oil-fired heating apparatus (we do not compensate you for the pipes themselves);
- 3.3 Loss of or damage to the Residence caused by impact by:
 - 3.3.1 Any aircraft or aerial devices (eg a hot-air balloon) or any object falling from them);
 - 3.3.2 A vehicle crashing into the Private Home;
 - 3.3.3 Falling trees or part of trees; or
 - 3.3.4 Animals.
- 3.4 Subsidence or landslip means the gradual sinking (subsidence) and landslip of the land supporting the Residence. We compensate you for limited cover if shown in the schedule. Except for loss or damage caused to or by:
 - 3.4.1 Drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates;
 - 3.4.2 Fences, driveways, paving, swimming pool borders or tennis courts, patios, terraces septic or conservancy tanks, solid floor slabs or any other part of the Residence resulting from the movement of such slabs unless the foundations supporting the external walls of the Residence or outbuildings are damaged by the same cause at the same time; or made worse by faulty design, insufficient compacting of filling or poor construction;

- 3.4.3 Removal or weakening of support;
 - 3.4.4 Structural alterations, additions or repairs;
 - 3.4.5 Surface or subterranean excavations except those performed during mining operations;
 - 3.4.6 Normal settlement, shrinkage or expansion of the Residence;
 - 3.4.7 Contraction or expansion of clay and similar soil types due to its moisture or water content; or
 - 3.4.8 Theft or attempted theft, but if the Residence is not occupied, or is let or lent, there must be visible signs of forcible and violent entry or exit.
- 3.5 We do not compensate you for the cost of underpinning the foundations.
- 3.6 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.

General loss or damage

3.7 TV aerials, satellite dishes and masts.

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

3.8 Glass and sanitary ware.

- 3.8.1 We compensate you for accidental breakage of fixed glass and fixed sanitary ware (for example, toilets, sinks or baths). We do not insure or compensate for:
 - 3.8.1.1 Damage due to chipping or scratching or another surface damage.
 - 3.8.1.2 Breakage of these items if they are not in the Residence, or if the Residence is not occupied.

3.9 Swimming Pool Machinery

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

3.10 Public supply or mains connections

- 3.10.1 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.

3.11 Alternative accommodation and rent

- 3.11.1 If the Residence is not fit to live in because of loss or damage from an insured event, we compensate you for either of the following:
- 3.11.1.1 Rent that you lose; or
 - 3.11.1.2 Alternative accommodation of similar value and location to the residence.
- 3.11.2 We only compensate you for a period reasonably needed to make the Residence fit to live in again.
- 3.11.3 We do not compensate you for more than 20% of the limit of compensation on the Residence.

3.12 Public authorities' requirements

- 3.12.1 We compensate you for the necessary costs of repairing or rebuilding to meet the requirements of public authorities.
- 3.12.2 The repairs or rebuilding must be as a result of loss or damage to the Residence from an insured event.
- 3.12.3 We do not compensate you for public authorities' requirements relating to defects in workmanship, design, planning or specifications.

3.13 Fire brigade charges

- 3.13.1 We compensate you for the reasonable costs that the reasonable costs that the fire brigade charges you for putting out a fire at the Residence.

3.14 Demolition and professional fees

- 3.14.1 If there is loss or damage to the Residence caused by an insured event, we compensate you for the reasonable costs of:
- 3.14.1.1 Demolishing the Residence;
 - 3.14.1.2 Clearing the site;
 - 3.14.1.3 Putting up hoardings needed during building operations;
 - 3.14.1.4 Architect's fees, quantity surveyors' fees and consulting engineers' fees; and
 - 3.14.1.5 Local authorities' fees.
 - 3.14.1.6 We only compensate you if you have our consent in writing to incur these costs.

3.15 Employing a security guard

- 3.15.1 We compensate you at a reasonable rate as stated in the schedule of insurance for the cost of employing a security guard after loss or damage from an insured event.

3.16 Loss of water by leaking

- 3.16.1 We compensate you for the costs of water lost from leaking pipes in the Residence or on its grounds, if you are responsible for paying these costs.
- 3.16.2 We only compensate you if the water reading is above the average of the previous four readings by 50% or more.
- 3.16.3 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 at your own costs or we will not compensate you for the costs of the loss of water.
- 3.16.4 We compensate you for loss of water that exceeds the average monthly consumption for the twelve months prior to the loss being discovered by 50% or more up to an amount as stated in the schedule of insurance for not more than 2 separate incidents in any 12-month period of insurance.
- 3.16.5 You can claim for a maximum of two separate incidents of this kind in each 12-month period.
- 3.16.6 We do not compensate you for water lost from:
- 3.16.6.1 leaking taps, geysers or toilets;
 - 3.16.6.2 Swimming pools or leaks in their inlet or outlet pipes;
 - 3.16.6.3 leaks that happen when the Residence is not occupied for more than 60 days.

3.17 Removing fallen trees

- 3.17.1 We will compensate you for the reasonable cost of removing fallen trees from the Residence following an insured event up to an amount as stated in the schedule of insurance in any 12-month period of insurance.
- 3.17.2 We only compensate you if you have our prior consent in writing, before incurring the cost of tree removal.
- 3.17.3 You can only claim once for this type of cover in each 12-month period.

3.18 Loss or damage to the garden

- 3.18.1 We compensate you as stated in the schedule of insurance for the cost of replacing trees, shrubs and plants on the grounds of the Home and Outbuildings.
- 3.18.2 We compensate you only for loss or damage caused by:
 - 3.18.2.1 fire;
 - 3.18.2.2 firefighting;
 - 3.18.2.3 explosion;
 - 3.18.2.4 impact by vehicles, aircraft, other aerial devices or other objects dropped from the air; and
 - 3.18.2.5 malicious damage.**
 - 3.18.2.6 We do not compensate you if theft or attempted theft causes the loss or damage.

3.19 Property Owners' Liability

- 3.19.1 We compensate you if you are held liable, as the owner of the Private Residence for:
 - 3.19.1.1 accidental death of another person occurring in the period of insurance;
 - 3.19.1.2 accidental bodily injury or illness of another person occurring in the period of insurance; and
 - 3.19.1.3 accidental loss of or damage to property belonging to another person occurring in the period of insurance.
 - 3.19.1.4 Power Surge Extension up to the limit shown in the schedule whichever is lesser: Loss or damage caused by Power Surge or Power Dips, Limited to the amount reflected in the schedule of insurance.
 - 3.19.1.5 compensation relating to property owners' liability includes:
 - 3.19.1.5.1 the amounts you are liable for;
 - 3.19.1.5.2 legal costs of the other person that you are liable for; and

- 3.19.1.5.3 costs that you incur to settle or defend the claim against you with our permission.

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.

Please read section 4 (below) for what we do not cover in terms of compensation for the owners' liability

3.20 Capital Additions:

The insurance cover extends to alterations, additions and improvements to property specified in the schedule of insurance for an amount not exceeding 15% (fifteen percent) of the sum insured provided that you undertake to advise us of such alterations and improvement and to pay the appropriate additional premium within 30 (thirty) calendar days of completion.

3.21 Power surge Please refer to your schedule to confirm cover and also the excess that applies.

We compensate you for damage to the residence that is caused by power surges from unforeseen outage in the power supply of a public supply authority. In the event the main electrical distribution boards of the Residence are not protected with surge protectors, lightning arrestors or other protection devices installed to SANS 10142 specification, an additional excess will apply. We do not compensate you for power surges caused by deliberate or planned power cuts, load shedding or as a result of cable theft. The limit of compensation for any one event or series of events is the limit shown in the schedule.

4. What we do not insure

- 4.1 We do not compensate you for any loss or damage caused by the Residence not being maintained.
- 4.2 You must tell us if you intend leaving your Residence 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 Residence is unoccupied.

4.3 You must advise us, when you do structural building alterations. Should there be any loss, damage or Liability caused by the structural building alterations, we do not compensate you for:

- 4.3.1 structural damage;
- 4.3.2 glass and sanitary ware (for example, toilets, sinks and baths);
- 4.3.3 alternative accommodation and rent; or
- 4.3.4 Homeowners liability.

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

4.4 Exclusions relation to compensation for the owners' liability

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

- 4.4.1 you or any member of your family who normally lives with you;
- 4.4.2 your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);
- 4.4.3 your employees acting in the course of their employment with you at the time of the event.

4.5 Liability not related to your ownership of the Residence

We do not compensate you for liability related to:

- 4.5.1 your employment, business or profession;
- 4.5.2 your ownership or occupation of land or buildings other than the Residence insured under this section;
- 4.5.3 aircraft, vehicles or small leisure craft that you or your domestic employees own, look after or control.

4.6 Liability arising from a contract

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

4.7 Liability related to support of property

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

4.8 Fines and penalties

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

4.9 Liability related to pollution or contamination

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.

5. Compensation

5.1 How we compensate you

We compensate you for loss of or damage to the Residence by one or a combination of the following:

- 5.1.1 paying the costs of the loss or damage;
- 5.1.2 replacing whatever is lost or damaged; and/or
- 5.1.3 repairing whatever is damaged.

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.

5.3 Excess

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

5.4 Compensation after the lender's rights

- 5.4.1 If you have a mortgage bond registered over the Residence and you claim for loss or damage, we compensate the lender (also known as the mortgagee) first.
- 5.4.2 The compensation is limited to the amount that you owe on the mortgage bond.

An example

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

5.5 If you act or fail to act in a way that makes this policy invalid, we will still compensate the lender if:

- 5.5.1 the lender did not know that you acted or did not act in a way that made this insurance invalid; and
- 5.5.2 the lender tells us of the act or omission as soon as it becomes aware of it.

5.6 Make sure you are not under-insured for your Residence.

5.6.1 it is your responsibility to insure your Residence for the replacement value. The replacement value means:

- 5.6.1.1 the cost to repair or rebuild the Residence at the time of the loss or damage with new materials; and
- 5.6.1.2 the cost of demolition and professional fees.
- 5.6.1.3 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 Residence is R1 000 000. You insure it for R800 000 (i.e., there is a limit of compensation of R800 000). You have only insured it for 80% of its value.

There is R500 000 damage to the Residence. We will pay 80% of the damage, which is R400 000, less the excess. You are responsible for the difference.

5.7 Matching building materials

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

- 5.7.3 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 Residence.

6. Special conditions

You must have effective security measures.

6.1 Burglar bars

- 6.1.1 If we require that you have burglar bars, we compensate you for theft or attempted theft only if at the time of the theft or attempted theft the burglar bars are fitted.

6.2 Security gates

- 6.2.1 If we require 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:
- 6.2.2 the security gates are fitted;
- 6.2.3 the security gates are locked when your Residence is left unattended.

6.3 Alarm system

- 6.3.1 If we require that you have an alarm system, we compensate you for theft or attempted theft only if at the time of the theft or attempted theft all the following conditions are met:
- 6.3.1.1 the alarm system is installed, and maintained under contract;
- 6.3.1.2 the alarm system is in working order and there must be a radio link from the system to a fully manned control room with 24-hour immediate armed response;
- 6.3.1.3 none of the 'passive infrared motion detectors' of the alarm system are obstructed or bypassed when the residence is left unattended; and
- 6.3.1.4 if your Residence is left unattended, the alarm is armed for the entire residence.

- 6.4 The company will not pay for any burglary involving the use of keys, duplicate keys or remote control of the system unless these have been obtained from you or anyone holding them with your authority, by violence or threat of violence.

6.5 Perimeter security

- 6.5.1 Perimeter security refers to precautions taken on the boundary of the grounds to protect against theft or attempted theft. An example is an electric fence. If

we require that you have perimeter security, we compensate you for theft or attempted theft only if at the time of the theft or attempted theft, all of the following conditions are met:

- 6.5.1.1 the perimeter security is in working condition;
- 6.5.1.2 if the perimeter security can be armed, then it must be armed.

6.6 Tenants' behaviour

- 6.6.1 If a tenant living in the Residence acts or fails to act in a way that would make this policy invalid, we still compensate you if:
 - 6.6.1.1 you do not know of or agree to the tenant's act or failure to act;
 - 6.6.1.2 you tell us about the act or failure to act as soon as you find out about it.

6.7 Surveys

- 6.7.1 We may ask a surveyor to survey your Private Home at any time. Based on the outcome of this survey, if we find that the risk has changed materially we reserve the right to immediately do one of the following:
 - 6.7.1.1 change the terms, conditions and exclusions of your insurance;
 - 6.7.1.2 cancel your insurance; or
 - 6.7.1.3 treat your policy as null and void.

7. Optional Cover if stated in the schedule

- 7.1 Subsidence and landslip (Comprehensive cover)
- 7.2 We will compensate you for loss or damage to the private residential structures caused by subsidence or landslip, or both. However, we will not cover loss or damage:
 - 7.2.1 to drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates and fences, driveways, paving, swimming pools or tennis courts, patios, terraces, septic or conservancy tanks; solid floor slabs or any other part of the Residence resulting from the movement of such slabs unless the foundations supporting the external walls of the Residence or outbuildings are damaged by the same cause at the same time;
 - 7.2.2 work necessary to prevent further loss or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the Residence and any subsequent additions thereto;

- 7.2.3 caused by or made worse by faulty design, insufficient compacting of filling, poor construction, materials or workmanship or the removal or weakening of support to any private residential structures;
- 7.2.4 caused by structural alterations, additions or repairs to the Residence;
- 7.2.5 caused by surface or subterranean excavations except those performed during mining operations; or
- 7.2.6 caused by normal settlement, shrinkage or expansion of the private residential structures.
- 7.3 If we require it, you must prove that the loss or damage being claimed for was caused by subsidence or landslip.
- 7.4 You will be responsible for the first amount payable up to an amount as stated in the Schedule before we compensate you.
- 7.5 Malicious damage extension
 - 7.5.1 Subject otherwise to the terms, conditions, exceptions and warranties contained therein, this section is extended to cover damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such damage, other than damage to:
 - 7.5.1.1 moveable property which is:
 - 7.5.1.1.1 stolen; or
 - 7.5.1.1.2 damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured.
 - 7.6 moveable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured.
 - 7.7 immovable property owned or occupied by the insured occasioned by or through or in consequence of:
 - 7.7.1 the removal or partial removal or any attempt thereof;
 - 7.7.2 the demolition or partial demolition or any attempt thereof of the said immovable property or any part thereof with the intention of stealing any part thereof;
 - 7.7.3 damage related to or caused by fire or explosion;
 - 7.7.4 consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured;
 - 7.7.5 damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
 - 7.7.6 damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - 7.7.7 damage related to or caused by any occurrence referred to in General exception of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.
 - 7.7.8 If we allege that, by reason of loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

PERSONAL ASSETS INSURANCE

Insurance made personal

- 7.8 You must inform us if you intend leaving your property or any property containing your contents un-occupied 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 property is un-occupied.

F. HOUSEHOLD CONTENTS

1. Definitions in this section

You	The policyholder and other people we insure under this section.
Spouse	A person who: Is the partner of the policyholder in any marriage, civil union or customary union recognized by South African law; or Is living with the policyholder in a relationship that is intended to be permanent and who is named in the schedule
Residence	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 Residence 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.
Outbuildings	The domestic outbuildings, including but not limited to the garages, domestic employees' quarters, storerooms, irrespective if these outbuildings have inter-leading doors or are attached to the Residence, situated at the risk address on the Schedule.
Negotiable instruments	Written orders or unconditional promises to pay a fixed sum of money on demand or at a certain time, such as cheques, money orders and promissory notes.

2. Who we insure

- 2.1 We insure the following people under this section:
- 2.1.1 the policyholder;
 - 2.1.2 the policyholder's spouse;
 - 2.1.3 the policyholder or spouse's children;
 - 2.1.4 other family members who permanently live with the policyholder and are financially dependent on the policyholder.

3. What we insure

- 3.1 Household Contents
- 3.1.1 This insurance gives compensation for loss of or damage to Household Goods caused by an insured event and will pay for or may choose to repair or replace it.

The amount payable will be the current replacement cost. Household Goods must belong to you or be your responsibility and must be used for your own private purposes, including goods in your Residence, for example:

- 3.1.1.1 personal belongings (clothes, handbags);
- 3.1.1.2 equipment and appliances (audio-visual, vacuum cleaners, fridges);
- 3.1.1.3 furnishings;
- 3.1.1.4 outdoor and garden items;
- 3.1.1.5 money and other negotiable instruments (cheques), limited to the amount stated in the schedule subject to forcible or violent entry or exit; and
- 3.1.1.6 goods in your Outbuildings up to the amount stated in the schedule whichever is the lesser unless there is forcible or violent entry or exit.

3.2 Insured events

We cover loss or damage to Household Goods caused by the following events:

- 3.2.1 fire, explosion and lightning;
- 3.2.2 malicious damage except for loss or damage:
 - 3.2.2.1 caused by someone living in the Residence or Outbuildings that occurs while your Residence or Outbuildings are being lent, let, or sub-let; or
 - 3.2.2.2 caused by theft or attempted theft where there is no forcible or violent entry or exit.
- 3.2.3 storm, wind, water, flood, hail or snow
 - 3.2.3.1 except for loss or damage to goods in the open unless they are intended to operate in the open; or
 - 3.2.3.2 caused by a process which necessitates the use or application of water, or gradual seepage of water.
- 3.2.4 earthquake;
- 3.2.5 bursting, leaking or overflowing of pipes and water apparatus or oil-fired heating apparatus. We do not compensate you for damage to the apparatus or pipes themselves.
- 3.2.6 impact to the Residence and Outbuildings;
- 3.2.7 gradual sinking of land (subsidence), and landslip of the land supporting the Residence and Outbuildings, if shown in the schedule except for loss or damage caused by:
 - 3.2.8 or made worse by faulty design, insufficient compacting of filling, poor construction;
 - 3.2.9 removal or weakening of support;
 - 3.2.10 structural alterations, additions or repairs;
 - 3.2.11 surface or subterranean excavations except those performed during mining operations;
 - 3.2.12 normal settlement, shrinkage or expansion;

- 3.2.13 contraction or expansion of clay and similar soil types due to its moisture or water content;
- 3.2.14 damage to drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates and fences, driveways, paving, swimming pools or tennis courts, patios, terraces, septic or conservancy tanks, solid floor slabs or any other part of the Residence resulting from the movement of such slabs, unless the foundations supporting the external walls of the Residence or outbuildings are damaged by the same cause at the same time; and/or
- 3.2.15 work necessary to prevent further loss or damage due to subsidence, ground heave or landslip except where appropriate design precautions were implemented during the original construction of the Residence and any subsequent additions thereto.

3.3 Wild baboons and monkeys

- 3.3.1 We will pay for loss or damage to the contents of your home caused by wild baboons or monkeys. Wild baboons and monkeys will not be regarded as vermin for the purpose of this cover;

3.4 Fire brigade charges

- 3.4.1 We compensate you for the reasonable costs that the fire brigade charges you for putting out a fire at the Residence and Outbuildings.

3.5 Loss of water by leaking

- 3.5.1 We cover you for the costs of water lost from leaking pipes in the Residence, Outbuildings and on the grounds, if you are responsible for paying these costs.
- 3.5.2 We only compensate you if the water reading is above the average of the previous four readings by 50% or more.
- 3.5.3 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 at your own cost or we will not compensate you for the costs of the loss of water.
- 3.5.4 We do not compensate you for water lost from:
 - 3.5.4.1 leaking taps, geysers, or toilets;
 - 3.5.4.2 swimming pools or leaks in their inlet or outlet pipes;
 - 3.5.4.3 leaks that happen when the Residence or Outbuildings are not occupied for more than 60 days.
- 3.5.5 You can claim for a maximum of two separate incidents of this kind in each 12-month period.
- 3.5.6 We compensate you with the amount stated in the schedule whichever is the lesser per incident.

3.6 Cost of clearing debris after an insured event

For the reasonable cost of removing debris from the Residence and Outbuildings and grounds after loss or damage to the Household Goods caused by an insured event, we compensate you the amount stated in the schedule whichever is the lesser

3.7 Loss or damage from theft or attempted theft

3.7.1 From the Residence or Outbuildings

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

- 3.7.1.1 the Residence;
- 3.7.1.2 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;
- 3.7.1.3 the building you are temporarily living in;
- 3.7.1.4 the building you are employed in, only up to the limit 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;
- 3.7.1.5 the commercial storage facility where you have deposited Household Goods for safe keeping or at any hotel, guesthouse, club or bank safe; or
- 3.7.1.6 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.
- 3.7.1.7 From the grounds of your Residence and Outbuildings

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 Residence and Outbuildings:

- 3.7.1.8 laundry;
- 3.7.1.9 garden and swimming pool furniture and equipment, pool safety nets and covers, for no more than the amount stated in the schedule whichever is the lesser and
- 3.7.1.10 household goods or personal belongings.

3.8 While moving Household Goods to your new Home

We compensate you the amount stated in the schedule whichever is the lesser for loss from theft of Household Goods when:

- 3.8.1 professional movers are moving these goods to your new Home.

- 3.8.2 they are being moved to or from a commercial storage facility or bank safety deposit facility.
- 3.8.3 you are transporting the Household Goods to or from any place of purchase, repair or renovation with your own vehicle, cover for theft must be accompanied by visible signs of forcible entry and/or exit from the vehicle.
- 3.8.4 there is an accident involving the vehicle carrying the Household Goods. We compensate you only if you are transporting the Household Goods to or from any place of purchase, repair or renovation.

3.9 Trauma counselling after a violent event

If you or your domestic staff need professional counselling after being a victim of violent theft, attempted theft or hold up, we compensate you with an amount as stated in the schedule of insurance

3.10 Loss or damage to guests' property

We compensate you up to the amount as stated in the schedule of insurance for Household Goods and personal belongings of a guest living with you temporarily, if they are not covered under their own insurance policy.

- 3.10.1 To receive compensation, the insured event must have taken place at the Residence and/or Outbuildings.
- 3.10.2 *This excludes money and negotiable instruments (for example, cheques).*
- 3.10.3 *We do not compensate you for loss or damage from theft or attempted theft as shown in 3.7.*

3.11 Loss or damage to domestic staff's property

We compensate you with an amount as stated in the schedule of insurance for Household Goods and personal belongings of your domestic staff.

- 3.11.1 To receive compensation, the insured event must have taken place at the Residence and Outbuildings.
- 3.11.2 This excludes money and negotiable instruments (for example, cheques).

3.12 Loss or damage to documents caused by an insured event

- 3.12.1 We compensate you up to the amount stated in the schedule for the cost of materials or labour to replace personal documents lost or damaged by an insured Event.
- 3.12.2 We do not compensate you for the value that you attach to the document's content.

3.13 Groceries in Transit

We compensate you up to the amount stated in the schedule

3.14 Employing a security guard

We compensate you up to 72 hours at a reasonable rate with an amount as stated in the schedule of insurance of employing a security guard after loss or damage from an insured event.

3.15 Keys, locks and electronic security devices

3.15.1 We compensate you up with an amount as stated in the schedule of insurance for reasonable costs to repair or replace lost or damaged:

3.15.1.1 keys, including card keys;

3.15.1.2 locks; and/or

3.15.1.3 remote controls.

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

3.17 Alternative accommodation and rent

3.17.1 If the Residence 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:

3.17.1.1 the rent which you pay as the occupier of the Residence or Outbuilding; or

3.17.1.2 alternative accommodation of similar value and location as the Residence or Outbuilding.

We only compensate you for a period reasonably needed to make the Residence or Outbuilding fit to live in again.

We do not compensate you for more than 20% of the sum insured stated in the schedule for Household Contents.

3.18 Medical and veterinary expenses

3.18.1 For medical and veterinary expenses for accidental bodily injury we compensate you with an amount as stated in the schedule of insurance under the following circumstances:

3.18.1.1 a domestic animal you own injures another person;

3.18.1.2 injury to a guest or visitor arising from any defect in the Residence and Outbuildings;

3.18.1.3 injury to domestic staff while working for you; or

3.18.1.4 a road accident injury to a domestic animal that you own.

We do not compensate you if the injured person or animal is covered by any other insurance, including medical aid.

3.19 Accidental death from injury in the Residence and Outbuildings

If you suffer an accidental bodily injury in the Residence and Outbuildings and you die within 90 days as a direct result of the injury, we compensate you with an amount as stated in the schedule of insurance for persons under 18 years of age or R10 000 over 18 years but under 74 years of age.

3.20 Audio Visual Equipment

If in or on the dwelling

3.20.1 any television set, decoder, satellite dish or its aerial, hi-fidelity equipment, DVD player or video recorder is accidentally damaged (other than mechanical or electrical breakdown)

3.21 Refrigerator and deep freeze contents

3.21.1 In the event of deterioration of foodstuffs contained in any refrigerator/deep freeze unit in the dwelling as a result of:

3.21.1.1 breakdown of or accidental damage to the unit

3.21.1.2 failure of power supplied by public authorities

we will indemnify you for loss of foodstuffs up to the amount stated in the schedule whichever is the lesser for any one claim.

3.22 Documents

We will indemnify you for loss or damage caused by an insured event, including theft outside the confines of buildings, to your personal and travel documents up to the amount stated in the schedule for any one claim. We will only be liable for the value of materials and the cost of labour in reinstating the documents or obtaining duplicates and not for the value to you of the content.

3.23 Damage To Garden

The Company will pay costs reasonably and necessarily incurred by the Insured in their capacity as owner (or, if not the owner, is responsible to the owner) of the buildings for the replacement of trees, shrubs and plants situated at the dwelling following damage due to fire, fire-fighting operations, explosion, impact or deliberate or wilful acts up to an amount stated in the schedule, excluding loss or damage caused by or arising from theft or attempted theft.

3.24 Storage Costs for Contents After Loss

This section covers necessary storage costs incurred by the Insured to safeguard the contents after loss or damage resulting from any of the Insured Perils, provided that the liability of the Company in respect of this Extension is limited to the amount stated in the schedule in respect of any one occurrence, or the amount stated in the Schedule, whichever is the greater.

3.25 Laundry and Garden Furniture

This Section covers theft of laundry and/or garden furniture from the premises stated in the Schedule, provided that the liability of the Company shall not exceeding the limit stated in the schedule in respect of any one occurrence.

3.26 Mirrors And Glass

This Section covers accidental breakage of mirror glass, plate glass tops of stoves and furniture or fixed glass forming part of any article of furniture (other than radio and television apparatus) while in the dwelling, provided that the liability of the Company shall not exceed the limit stated in the schedule for any one occurrence, less a first amount payable reflected in the schedule.

3.27 Accidental Damage, Including Mechanical, Electrical and/or Electronic Breakdown

3.27.1 Loss of or damage to contents while in the Insured's private residence or on the premises on which the aforesaid private residence is situated, provided always that the Company shall not be liable under this Extension in respect of loss or damage:

- (a) which is payable following any Defined Event;
- (b) due to depreciation or gradual causes such as wear and tear, rust, mildew, corrosion and decay;
- (c) caused by household pests such as rodents, ants and moths, or a cleaning, repairing or restoration process;
- (d) of or to tools, gardening implements, garden furniture or automatic swimming pool apparatus;
- (e) of or to portable computer equipment or cellular telephones;

3.27.2 damage to glass, glassware or other brittle articles due to cracking or scratching, unless caused by theft or attempted theft or fire. Jewellery, cameras or fixed glass of television sets are not excluded;

3.27.3 the cost of reproduction or repairing of data, provided further that the Company's liability shall not exceed the limit stated in the schedule for any one occurrence, less a first amount payable reflected in the schedule.

3.28 Hole-in-one

- 3.28.1 we will compensate you with an amount as stated in the schedule of insurance or expenses related to hitting a hole-in-one during the period of insurance while playing golf as an amateur.
- 3.28.2 The hole-in-one must happen on a registered golf course.
- 3.28.3 You must be playing according to the recognised rules of golf.
- 3.28.4 The secretary of the relevant golf club must confirm in writing that you hit the hole-in-one.

3.29 Full house

- 3.29.1 we will compensate you with an amount as stated in the schedule of insurance for expenses related to scoring a full house during the period of insurance while playing bowls as an amateur.
 - 3.29.2 The full house must happen as part of an official competition.
 - 3.29.3 The game must be on a registered bowling green.
 - 3.29.4 You must be playing according to the recognised rules of the game, with all eight or nine bowls to count.
 - 3.29.5 The secretary of the relevant bowling club must confirm in writing that you scored a full house.
- 3.30 If more than one person was involved in the same full house, we compensate you only once for that full house

3.31 Householder's Liability

- 3.31.1 Liability as **occupant** (someone living in a residence or using premises as a tenant or owner of the Residence and Outbuildings)

We compensate you if you are held liable as the occupant of the Residence and Outbuildings for:

- 3.31.1.1 accidental death of another person occurring in the period of insurance;
- 3.31.1.2 accidental bodily injury or illness of another person occurring in the period of insurance; and
- 3.31.1.3 accidental loss of or damage to property belonging to another person occurring in the period of insurance.

We compensate you if you are held liable as the tenant of the Residence and Outbuildings for:

- 3.31.1.4 damage to the Residence and Outbuildings, including fixtures and fittings, caused by an insured event under this section occurring in the period of insurance;
- 3.31.1.5 accidental damage to fixed sanitary ware (for example, toilets, sinks or baths) or fixed glass occurring in the period of insurance;

- 3.31.1.6 accidental damage to water, sewerage, gas, electricity or telephone connections occurring in the period of insurance;
- 3.31.1.7 accidental death of another person occurring in the period of insurance;
- 3.31.1.8 accidental bodily injury or illness of another person occurring in the period of insurance; and
- 3.31.1.9 accidental loss of or damage to property belonging to another person occurring in the period of insurance.

4. Power surge. Please refer to your schedule to confirm cover and also the excess that applies.

We compensate you for damage to the residence that is caused by power surges from unforeseen outage in the power supply of a public supply authority. In the event the main electrical distribution boards of the Residence are not protected with surge protectors, lightning arrestors or other protection devices installed to SANS 10142 specification, an additional excess will apply. We do not compensate you for power surges caused by deliberate or planned power cuts, load shedding or as a result of cable theft. The limit of compensation for any one event or series of events is the limit shown in the schedule.

PROVIDED THAT:

the Company will not pay more than the amount stated in the Schedule;

5. What we do not insure

- 4.1 We do not compensate you for any of the following:
 - 4.1.1 theft of money and negotiable instruments except from the Residence and Outbuildings, compensation with an amount as stated in the schedule of insurance. You must show that there are visible signs of forced entry or exit;
 - 4.1.2 theft or attempted theft from the Residence and Outbuildings while lent, let, sub-let unless there are visible signs of forced entry or exit from the Residence and Outbuildings;
 - 4.1.3 theft or attempted theft from the Residence and Outbuildings while on show, unless there are visible signs of forced entry or exit from the Residence and Outbuildings;
 - 4.1.4 loss of or injury to animals other than that specifically described in this section air or Small Leisure Craft and their fitted accessories and equipment (not a surfboard or paddle ski); or
 - 4.1.5 loss of stock-in-trade that you own or are responsible for.

4.2 We do not compensate you for loss of or damage to:

- 4.2.1 more than one gold coin, stamp and coin collections;
- 4.2.2 cell phones;
- 4.2.3 motor vehicles including their fitted accessories;
- 4.2.4 caravans and trailers including their fitted accessories;

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

4.3.1 Claims by certain people:

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

- 4.3.1.1 your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust); and
- 4.3.1.2 your employees, other than your domestic employees, acting in the course of their employment with you at the time of the event.

4.3.2 Liability related to property looked after or controlled by other people

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:

- 4.3.2.1 your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust); or
- 4.3.2.2 your employees acting in the course of their employment with you at the time of the event.

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

We do not compensate for Liability related to:

- 4.3.3.1 your employment, business or profession;
- 4.3.3.2 your ownership, occupation or renting of land or buildings other than the Residence and Outbuildings insured under this section; or
- 4.3.3.3 aircraft, vehicles or watercraft that you or your domestic employees own, look after or control.

4.4 Liability arising from a contract

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

4.5 Liability related to support of property

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

4.6 Fines and penalties

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

4.7 Pollution or contamination

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.

5. Compensation

5.1 We compensate you for loss of or damage to Household Goods by one or a combination of the following:

- 5.1.1 paying the costs of the loss or damage;
- 5.1.2 replacing whatever is lost or damaged; and/or
- 5.1.3 repairing whatever is damaged.

5.2 We base the compensation on the replacement value of similar new goods at the time of the loss or damage.

5.3 Limits of compensation

- 5.3.1 Your schedule shows the limits of compensation of each event or item we insure.
- 5.3.2 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.

5.4 Excess

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

5.5 Make sure you are not under-insured

5.6 It is your responsibility to insure your Household Goods for their replacement value.

- 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.

Example:

The replacement value of your Household goods is R500 000.

However, you insure it for R375 000 (i.e., there is a limit of compensation of R375 000). You have only insured it for 75% of its value.

There is R100 000 damage to the Household goods.

Settlement - We compensate you for 75% of the damage less the excess (R75 000 less excess). You are responsible for the difference.

6. Special conditions

6.1 Proof of ownership

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

6.2 Jewellery and watches

6.2.1 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.

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

6.2.3 **Locked Safe Warranty:** Precious metals, stones (or articles manufactured from this) watches or jewellery, valued over R10 000 must be kept in a locked wall or floor mounted safe when not worn. Failure to do so will result in the claim being reduced to the R10,000 limit.

6.3 Pairs and sets

We do not compensate you for any additional, special value (sentimental) that an item has because it is part of a pair or set, e.g. ear rings. We only compensate you for the proportionate value of the part of the set that is lost or damaged.

You must have effective security measures.

6.4 Burglar bars

If we require that you have burglar bars, we compensate you for theft or attempted theft only if at the time of the theft or attempted theft the burglar bars are fitted.

6.5 Security gates

If we require 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:

- 6.5.1 the security gates are fitted; and
- 6.5.2 the security gates are locked when your Residence is left unattended.

6.6 Alarm system

If we require an alarm system, or we have given a discount for it, 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:

- 6.6.1 the alarm system is installed;
- 6.6.2 the alarm system is in working order;
- 6.6.3 none of the 'passive infrared motion detectors' of the alarm system are obstructed or bypassed, when your Residence is left unattended; and
- 6.6.4 if your Residence and Outbuildings are left unattended, the alarm is armed for the entire Residence and Outbuildings.
- 6.6.5 Burglar Alarm Warranty as follows:

BURGLAR ALARM WARRANTY (Only applicable where Alarm Response is shown as “yes” in the Householders schedule)

- 6.6.5.1 It is warranted that a valid and current contract is in force for the provision of armed reaction response by a security organization and that the alarm will be maintained in proper working order. We will not be liable for theft of insured property from the private residence at the risk address shown in the schedule if the alarm is not fully armed when the residence is unoccupied. Should it be established that you have not complied with these requirements, we may decline to indemnify you for loss or damage caused by theft or any attempt thereat.

6.7 Perimeter security

Perimeter security refers to precautions taken on the boundary of the grounds to protect against theft or attempted theft. An example is an electric fence. If we require that you have perimeter security, we compensate you for theft or attempted theft only if at the time of the theft or attempted theft, all of the following conditions are met:

- 6.7.1 the perimeter security is in working condition; and
- 6.7.2 if the perimeter security can be armed, then it must be armed.

6.8 Surveys

We may ask a surveyor to survey your Home and Outbuildings at any time. Based on the outcome of this survey, if we find that the risk has changed materially we reserve the right to immediately do one of the following:

- 6.8.1 change the terms, conditions and exclusions of your insurance;
- 6.8.2 cancel your insurance; or
- 6.8.3 treat your insurance as null and void.

7. Optional Cover - Accidental damage

- 7.1 We compensate you for accidental damage to any of the following Household Goods:
 - 7.1.1 the General exception dealing with power surge is deleted; and
 - 7.1.2 accidental damage which includes power surges to Household Contents in the Residence provided that we will not be liable under this insured event for:
 - a) more than 20% of the contents sum insured for any single item;
 - b) more than the contents sum insured stated in the Schedule for any one claim;
 - c) more than 20% of the contents sum insured for television sets, video recorders, decoders, satellite dishes or aerials; with an amount as stated in the schedule of insurance per item; or
 - d) sound reproduction equipment, DVD players including Blu-ray players; proximas and multi-media projectors with an amount as stated in the schedule of insurance per item.
- 7.2 We do not compensate you for consequential damage of any nature.
- 7.3 We do not compensate you for loss or damage to:
 - 7.3.1 household goods that are not in the Residence and Outbuildings.
 - 7.3.2 garden equipment, furniture or tools. This includes equipment for a pool or a pond.
 - 7.3.3 sporting equipment if it was damaged while in use.
 - 7.3.4 firearms.
- 7.4 We do not compensate you for loss or damage caused by:
 - 7.4.1 wear and tear, rust, mildew, corrosion or decay, moths or other insects or their larvae;
 - 7.4.2 depreciation or any gradual operating cause, process of dyeing, cleaning or renovating;
 - 7.4.3 the action of light or climatic conditions;
 - 7.4.4 electronic, electrical and mechanical breakdown;

- 7.4.5 over winding of items such as clocks;
- 7.4.6 cracking, scratching, denting or chipping of furniture, glass, glassware, jewellery or other brittle articles;
- 7.4.7 confiscation or detention by any process of law; or
- 7.4.8 deliberate power cuts or load shedding.

7.5 Accidental damage to domestic telephone instruments

We compensate you with an amount as stated in the schedule of insurance per claim in a 12-month period for each domestic telephone instrument accidentally damaged in the Residence and Outbuildings.

G. PERSONAL ELECTRONIC EQUIPMENT

1. Definitions of this section

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

2 Who we insure

2.1 We only insure the following people:

- 2.1.1 the policyholder; and
- 2.1.2 members of the policyholder's family who live with them.

3 What we insure

3.1 We compensate you:

- 3.1.1 for physical loss of or damage to your computer;
- 3.1.2 if your computer was stolen from a locked boot, or a hidden compartment in a locked vehicle and there are visible signs of forced entry;
- 3.1.3 for the reasonable cost of recompiling data or programmes that are lost because they have been accidentally erased; and
- 3.1.4 up to the amount as stated in the schedule for any single loss or series of losses that are the result of one event.

4. Extensions

4.1 Power surge. Please refer to your schedule to confirm cover and also the excess that applies.

We compensate you for damage to the residence that is caused by power surges from unforeseen outage in the power supply of a public supply authority. In the event the main electrical distribution boards of the Residence are not protected with surge protectors, lightning arrestors or other protection devices installed to SANS 10142 specification, an additional excess will apply. We do not compensate you for power surges caused by deliberate or planned power cuts, load shedding or as a result of cable theft. The limit of compensation for any one event or series of events is the limit shown in the schedule.

5. What we do not insure

5.1 We do not compensate you:

- 4.1.1 for accidental loss of data or programmes caused by:
- 4.1.2 program errors;
- 4.1.3 viruses, trojans, worms or other destructive media or computer programmes;
- 4.1.4 incorrect data entries; or
- 4.1.5 corrupted data.

4.2 For physical loss or damage:

- 4.2.1 that is insured under any maintenance or lease agreement or arrangement;
- 4.2.2 that is insured under any guarantee, service contract, or purchase agreement;
- 4.2.3 that happens because of:
 - 4.2.4 vermin or moths;
 - 4.2.5 cleaning or upgrading your computer;
 - 4.2.6 your computer being confiscated or kept as part of a legal process;
 - 4.2.7 wear and tear;
 - 4.2.8 development of poor electrical and electronic contacts;
 - 4.2.9 scratches to the painted or polished surfaces;
 - 4.2.10 your computer working in an irregular or unusual way, unless it is caused by physical damage that is insured;
 - 4.2.11 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 – fair wear and tear excluded;
 - 4.2.12 your computer being stolen from an unattended motor vehicle;
 - 4.2.13 a gradual cause; or
 - 4.2.14 **due to consequential loss.** consequential loss is any additional loss or damage that happens as a result of the insured loss or damage.

5 Compensation

5.1 If your computer can be repaired

If your computer is physically damaged and can be repaired, we compensate you for the lower amount of:

- 5.1.1 the cost of repair less the excess; or
- 5.1.2 the amount that you are insured for less the excess.

5.2 If your computer cannot be repaired

If your computer is lost or physically damaged and cannot be repaired, we compensate you for the lesser of:

PERSONAL ASSETS INSURANCE

Insurance made personal

- 5.2.1 the cost of replacing your computer with a computer of the closest possible performance and capacity, less the excess; or
- 5.2.2 the amount that your computer is insured for, less the excess.

5.3 Excess

The excess is the amount that you must pay before we start compensating you.

H. ALL RISK

1. Definitions in this section

You	Means the policyholder and includes your spouse, children and family who normally reside with you.
Insured items	Means both Unspecified and Specified items.

2 Who we insure

- 2.1 We only insure the following people:
 - 2.1.1 the policyholder; and
 - 2.1.2 members of the policyholder's family who normally live with them.

3 What we insure

- 3.1 We compensate you if an insured item is accidentally lost or damaged.
- 3.2 We compensate you for items that are specified in the schedule, such as but not limited to:
 - 3.2.1 mobile communication devices, such as cell phones;
 - 3.2.2 audio-visual devices, such as car radios, mp3 players, gaming devices and cameras;

3.3 Unspecified: Clothing and Personal Effects

- 3.3.1 clothing and personal effects normally worn or designed to be carried on or by the person, belonging to You, other than clothing and personal effects in the Dwelling or on its grounds. (Loss of clothing or personal effects from Your home must be claimed for under the household Goods section.)
- 3.3.2 the following are not covered as Unspecified Items, and must be specified inter alia, include:
 - 3.3.2.1 pedal cycles; items over the value of R2500; Stamp and Coin collections, money and documents; Laptop computers and other hand held electronic devices; Cameras and binoculars; Mobile communication equipment including cell phones; Portable gaming equipment; Global Positioning Systems (GPS) Firearms, diving equipment, & small craft / marine equipment or gear.

3.4 Firearms

- 3.4.1 All firearms and ammunition must be kept in an approved locked safe while not being used or carried by a licensed owner. Failure to do so will result in the rejection of a claim in respect of any loss to such firearms.
- 3.4.2 A copy of the current firearm license of the owner must be provided and any other compliance to any regulation relating to the possession of a firearm will be required by us in the event of a claim.

3.5 Non-forcible and violent entry into vehicle extension (if stated in the schedule to be included)

- 3.5.1 Specific exception 1 (a) shall not apply to goods in the cab or boot of the vehicle where the insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, provided that;
 - (a) the police case number is supplied to the Company.
 - (b) this extension shall only apply to property that is separately and individually specified in the schedule.
 - (c) after the deduction of the first amount payable specified in the schedule, the liability of the company is further restricted to the lesser of 50% of the claim or R20,000 in respect of any one event.

4. What we do not insure

4.1 We do not insure:

- 4.1.1 motor vehicles and accessories (other than specified car radios and sound systems);
- 4.1.2 trailers and caravans;
- 4.1.3 hang gliders;
- 4.1.4 aircraft

4.2 Items insured elsewhere

- 4.2.1 We do not compensate you for items under Unspecified above that are Specified or insured elsewhere in this document or by another insurer.

4.3 We do not compensate you:

- 4.3.1 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.
- 4.3.2 for the cost of reproducing sounds, data and images that are lost from tapes, records, films, magnetic media or any other electronic media.

- 4.3.3 for loss or damage caused by household pests such as rats, moths, insects and vermin.
- 4.3.4 for loss or damage caused by cleaning, dyeing or renovating, damp, rust, mildew, corrosion, wet or dry rot.
- 4.3.5 for loss or damage to items that are confiscated or detained by a process of law.
- 4.3.6 for loss of or damage to photographic and optical equipment that you use for professional purposes.
- 4.3.7 for electrical and mechanical breakdown.
- 4.3.8 for loss, theft, destruction or damage to any cell phone unless you have provided the blacklisting reference number.

5. Compensation

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

- 5.1.1 paying the costs of the loss or damage;
- 5.1.2 replacing whatever is lost or damaged; and/or
- 5.1.3 repairing whatever is damaged.

5.2 Limit of compensation

5.2.1 Unspecified

- 5.2.1.1 for any one item we only compensate you up to 20% of the total limit of compensation or as stated in the policy schedule whichever is the lesser for the Unspecified item;
- 5.2.1.2 for the whole claim, we compensate you up to the limit shown in the schedule.

5.2.2 Specified

- 5.2.2.1 For specified items we compensate you up to the limit shown in the schedule.

5.2.3 For personal documents

- 5.2.3.1 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, which is any additional loss or damage that happens as a result of the insured loss or damage.

5.2.4 Stamp collections

We compensate you for a stamp collection if:

- 5.2.4.1 it is specified in the schedule;
- 5.2.4.2 one or more complete pages of the collection are lost or damaged;
- 5.2.4.3 For any one stamp, we do not compensate you more than two-thirds of the value of that stamp in a current, recognised catalogue limited to R5 000.

5.2.5 Coin collections

- 5.2.5.1 We compensate you for a coin collection if it is specified in the schedule.
- 5.2.5.2 We do not compensate you for:
- 5.2.5.3 current valid coins;
- 5.2.5.4 more than R5 000 for any one coin.

5.2.6 For items in bank and safety deposit boxes.

- 5.2.6.1 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.
- 5.2.6.2 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.

5.2.7 For items stolen from vehicles

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

5.3 Make sure you are not under-insured

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

5.5 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.

5.6 Excess

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

6. Special conditions

6.1 You must give proof of ownership

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

6.2 Jewellery and watches

6.2.1 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.

6.2.2 Where any single item of jewellery exceeds R20 000 in value it is a condition that the precious stone settings and necklace/bracelet clasps are inspected by a qualified jeweller every two years and that any defects are remedied. Failing to comply with this condition will result in the rejection of any claims for such items.

6.3 The contents of caravans and camper trailers

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

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

6.4 We do not compensate you for:

6.4.1 theft of insured item while the caravan and attached tent is unoccupied, unless there are visible signs of forced entry;

6.4.2 theft of insured item from the camper trailer and attached tent with an amount as stated in the schedule of insurance unless there are visible signs of forced entry;

6.4.3 permanent fittings of the caravan or camper trailer. Permanent fittings are items that were fitted by the manufacturer of the caravan or camper trailer;

6.4.4 loss or damage caused by fraud or dishonesty by a person who has borrowed or hired the caravan.

The terms and conditions listed in section 4 of this part of the document (What we do not insure) also apply to the contents of caravans, camper trailers and attached tents.

The compensation is limited to an amount as stated in the schedule of insurance for any one article 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 or related events.

I. PERSONAL LIABILITY INSURANCE

1. Definitions in this section

You	The policyholder and anyone we insure under this section.
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2. Who we insure

- 2.1 We only insure the following people if named in the schedule:
 - 2.1.1 the policyholder; and
 - 2.1.2 members of the policyholder's family who live with them.

What we insure

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

3.1.1 We compensate you if you are held liable for:

- 3.1.1.1 accidental death of another person occurring in the period of insurance;
- 3.1.1.2 accidental bodily injury or illness of another person occurring in the period of insurance;
- 3.1.1.3 accidental loss of or damage to property belonging to another person occurring in the period of insurance.

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

3.2 Compensation

- 3.2.1 Compensation related to accidental death, bodily injury, illness, loss of or damage to property as above includes the following:
 - 3.2.2 the amounts you are liable for;
 - 3.2.3 legal costs of the other person that you are liable for; and
 - 3.2.4 costs that you incur with our permission to settle or defend the claim against you.

3.3 Limit of compensation

- 3.3.1 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 or related events.

3.4 Wrongful arrest

- 3.4.1 We compensate you if you are held liable for wrongful arrest which occurred during the period of insurance. This includes Liability for an assault or search connected to that wrongful arrest.
- 3.4.2 The compensation for wrongful arrest includes the following:
 - 3.4.3 the amounts you are liable for;
 - 3.4.4 legal costs of the other person that you are liable for; and
 - 3.4.5 costs that you incur to settle or defend the claim against you with our permission.

3.5 Limit of compensation

- 3.5.1 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.

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

3.7 We compensate you if you are held liable for the following:

- 3.7.1 another person's accidental death, bodily injury, illness occurring during the period of insurance; or
- 3.7.2 loss of or damage to another person's property occurring during the period of insurance.

3.8 Contracts with security Company's , armed response and garden services

We compensate you for 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 property insured under the Buildings or Contents sections of this policy.

What we do not insure

4.1 Claims by certain people

- 4.1.1 We do not compensate for Liability claimed by any of the following people:
 - 4.1.1.1 you or any member of your family who normally lives with you;
 - 4.1.1.2 your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust); or
 - 4.1.1.3 your employees, other than domestic employees, acting in the course of their employment with you at the time of the event.

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

4.2.1 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:

4.2.1.1 you or any member of your family who normally lives with you;

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

4.2.1.3 any employee acting in the course of their employment with you at the time of the event.

4.3 Liability related to your work, business and property

4.3.1 We do not compensate for Liability related to:

4.3.1.1 your employment, business or profession;

4.3.1.2 your ownership or occupation of land or buildings;

4.3.1.3 aircraft, vehicles or watercraft (as defined in the Motor and Watercraft sections) that you or your domestic employees own, look after or control, other than model aircraft, surfboards or paddle skis.

4.4 Liability arising from a contract

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.

4.5 Liability related to support of property

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

4.6 Judgements or settlements under US or Canadian law

4.6.1 We do not compensate for:

4.6.1.1 any award or settlement made in countries that follow the laws of the USA or Canada;

4.6.1.2 any order made to enforce an award or settlement made in the USA or Canada.

4.7 Fines and penalties

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

4.8 Liability based on events deliberately caused

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

4.9 Liability related to pollution or contamination

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.

4.10 Liability relating to movable or immovable property

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

Compensation

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

- 5.1.1 the amounts you are liable for;
- 5.1.2 legal costs of the other person that you are liable for; and
- 5.1.3 costs that you incur to settle or defend the claim against you with our permission.

5.2 Limit of compensation

- 5.2.1 We will not be liable to pay more than R50,000 per any one event or R100,000 in the aggregate during any one period of Insurance with regard to wrongful arrest

5.3 Bank and SIM cards

- 5.3.1 We compensate you with the amount stated in the schedule 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:
 - 5.3.1.1 is not a member of your family; or
 - 5.3.1.2 does not live with you.
- 5.3.2 To be compensated you must:
 - 5.3.2.1 report the loss to the bank or other relevant company as soon as reasonably possible; and
 - 5.3.2.2 have complied with the terms, conditions and exclusions of using that card.

PERSONAL ASSETS INSURANCE

Insurance made personal

- 5.4 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.

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

J. VEHICLES

1. Definitions in this section

You	means the policyholder and other regular drivers named in the schedule
Vehicle	means the insured vehicle listed in the schedule or the replacement vehicle, as relevant. It includes the factory fitted accessories and spare parts when they are in or on the vehicle.
Replacement vehicle	means any vehicle from categories A-C below (Types of vehicles we insure). It includes vehicles that you hire, lease or temporarily use as a replacement for the insured vehicle while the insured vehicle is in for a service or repairs by the motor trade.
Regular Driver	Means any person (other than spouse) who will drive the insured vehicle more than twice a week, for a period of more than one month.

2. Who we insure

- 2.1 The following people are insured:
 - 2.1.1 the policyholder;
 - 2.1.2 the regular drivers named in the schedule; and
 - 2.1.3 people driving your vehicle with your permission.

3. What we insure

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

	Category	Type of vehicle	Description
3.3.1	A	Private Motor Vehicle	Private motor cars including light delivery vehicles and motorised private caravans not exceeding 3500Kg
3.3.2	B	Motorcycles and related vehicles	Motor cycles, tricycle, quadricycle, motor scooters (with or without a side car), cruiser, or motorcycle trailer specified in the schedule and owned by you.
3.3.3	C	Caravans and trailers	A caravan or trailer, including its permanent fittings. The caravan or trailer must not be self-propelled, designed to be pulled by a self-propelled vehicle specified in the schedule and owned by you.

3.4 Types of vehicle use

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.

3.5 The two descriptions and their purposes are:

	Description	Purposes
3.5.1	Domestic use	Social, private, recreational, travel, and travel to and from work. It excludes any business travel.
3.5.2	Business use	Use for business travel, and social, private, recreational, travel, and travel to and from work

3.6 For types of vehicle use that we do not cover, please read section 6.1.

3.7 Vehicle sharing applies to category “A” vehicles only. 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:

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

3.8 Agreed Value Basis:

- 3.8.1 where the particular make and model of The Vehicle are not reflected in the “Auto Dealer’s Guide” (or “Auto Dealers Guide for Cars Over 10 Years Old” or “Commercial Vehicle Dealer’s Guide”) published by TransUnion auto Information Solutions (Pty) Limited, at the date of inception of cover or at the Date of Loss, then the average value given for the Vehicle by 3 (three) independent motor industry sources will be used as the value of the Vehicle.
- 3.8.2 It remains Your responsibility to ensure that the agreed Value is updated annually or at anniversary of Your policy, failing which, the agreed Value at the time of loss will be the average given by three independent motor industry sources.

3.9 Vehicle value

3.9.1 Reasonable retail value

- 3.9.1.1 The reasonable retail value is the price at which a car dealer sells a vehicle with its factory-fitted accessories. The vehicle's age, condition and odometer readings might affect the value.

- 3.9.2 If you are the first registered owner of a new Private Motor Vehicle (provided that the mileage does not exceed 30 000 km and within 12 months of registration it is:
 - 3.9.2.1 stolen or hijacked and not recovered and not physically returned to us; or
 - 3.9.2.2 damaged and the assessed cost of repairs exceeds 70% of the current new retail price including VAT (Value Added Tax) the maximum amount payable by us will be the current purchase price of a new Private Motor Vehicle of the same or a similar model or the limit of indemnity stated in the schedule whichever is the lesser, less the First Amount Payable.

- 3.10 If the Private Motor Vehicle is lost or damaged:
 - 3.10.1 more than 12 months after first registration; or
 - 3.10.2 you are not the first registered owner of the Private Motor Vehicle
 - 3.10.3 the maximum amount payable by us will be the limit of indemnity stated in the schedule or the reasonable retail value of the Private Motor Vehicle at the time of loss or damage whichever is the lesser, less the First Amount Payable.

- 3.11 Applicable to Motorcycles, Caravans and Trailers only

The maximum amount payable by us will be the limit of indemnity stated in the schedule or the reasonable retail value of the motorcycle, caravan or trailer at the time of loss or damage whichever is the lesser, less the First Amount Payable.

- 3.12 You must insure the following items separately:
 - 3.12.1 non-factory fitted accessories; and
 - 3.12.2 credit shortfall (any amounts owing on the vehicle).

- 3.13 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.

- 3.14 Reasonable retail value does not apply to golf carts or recreational tractors.

4. Types of insurance

- 4.1 There are three types of insurance under this section:
 - 4.1.1 Comprehensive;
 - 4.1.2 Third party, fire and theft (does not apply to caravans and trailers, golf carts, recreational tractors, three- and four-wheeled motorised vehicles); and
 - 4.1.3 Third party only (does not apply to caravans and trailers, golf carts, recreational tractors, three- and four-wheeled motorised vehicles).

PERSONAL ASSETS INSURANCE

Insurance made personal

4.2 The type of insurance you choose for each vehicle is shown in the schedule. The table below shows what we insure under each type of insurance:

	Comprehensive	Third party, fire and theft	Third party only
4.2.1	Loss or damage to the vehicle	Loss or damage to the vehicle from certain Insured events only	
4.2.2	Costs to protect the vehicle	Costs to protect the vehicle	
4.2.3	Costs for emergency repairs	Costs for emergency repairs	
4.2.4	Costs to tow and store		
4.2.5	Delivery after repair	Delivery after repair	
4.2.6	Medical expenses		
4.2.7	Window glass		
4.2.8	Credit shortfall (optional)		
4.2.9	Emergency expenses for accommodation		
4.2.10	Mechanical and Electrical Breakdown		
4.2.11	Bereavement Expenses		
4.2.12	Trauma counselling after a violent act	Trauma counselling for trauma after a violent act	
4.2.13	Locks, keys and remote-control units		
4.2.14	Tracking device		
4.2.15	Car hire (optional)		
4.2.16	Liability	Liability	Liability
4.2.17	Vehicle sharing	Vehicle sharing	Vehicle sharing

4.3 Comprehensive Motor Insurance

4.3.1 What we insure

- 4.3.1.1 Loss or damage to the vehicle; and
- 4.3.1.2 Liability.

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

4.4.1 Costs to protect the vehicle

4.4.1.1 If the insured loss or damage takes place, and the Global Choices Lifestyle (Pty) Ltd is unable to assist, we will pay the reasonable costs for protecting the vehicle, up to an amount as stated in the schedule for emergency repairs. This is not an alternative to using the towing facility.

4.4.1.2 If after an insured event and the Global Choices Lifestyle (Pty) Ltd is unable to assist you, you may authorise emergency repairs to the vehicle up to an amount of R5 000 less the first amount payable, without our consent. You must immediately give us a detailed quotation from the repairer, photographs/proof of repair payment.

4.4.2 Costs to tow and store the vehicle

4.4.2.1 If you do not use the Global Choices Lifestyle (Pty) Ltd, the compensation for towing and storage will be for your own account if towed by a non-approved tow-truck.

4.4.2.2 After loss or damage: we will pay the costs of towing and storage. You must contact our 24-hour Global Choices Lifestyle (Pty) Ltd Call Centre at 0860 300 303 to arrange towing and storage with one of our approved service providers.

4.4.3 Delivery after repair

4.4.3.1 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 Residence in South Africa.

4.4.4 Medical expenses

4.4.4.1 This insurance applies only to Private Motor Vehicles, as set out in 'Types of vehicle we insure' above.

4.4.4.2 If the driver or a passenger of the vehicle is physically injured because of loss or damage to the vehicle, we will pay the medical expenses you actually incur to the maximum amount as stated in the schedule of insurance for each occupant. We give compensation only if the injured person does not have any other insurance for medical expenses, for example medical aid.

4.4.5 Window glass

4.4.5.1 If your window is damaged, we compensate you for replacing or repairing the window glass of the vehicle at a repairer of our choice. If your window

glass is chipped we will repair it up to three times for free with no excess payable.

4.4.5.2 A separate excess amount will apply if you only claim for window glass.

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

4.4.6 Bereavement expenses

4.4.6.1 You may only claim for Bereavement Expenses if we have accepted a claim for loss or damage under this section.

4.4.6.2 We compensate your estate if as a result of the incident that led to the claim you die within three months. We will pay as stated in the schedule of insurance, if you are not otherwise insured or for which you will be paid from another party.

4.4.7 Locks, keys and remote-control units

We compensate you as stated in the schedule of insurance for any one claim for costs reasonably and necessarily incurred for loss or damage to the vehicle's locks, keys and remote-control units.

4.4.8 Trauma counselling after a violent act

We compensate you as stated in the schedule of insurance for any one claim 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.

4.4.9 Liability

We compensate you if you are held liable for another person's death, bodily injury, loss or damage to property caused by the vehicle. See section 5 (Liability) for terms and conditions

4.5 Third Party, Fire and Theft

4.5.1 What we insure:

4.5.1.1 Loss or damage to the private motor vehicle from:

4.5.1.1.1 fire, lightning, explosion; and

4.5.1.1.2 theft and attempted theft of the private motor vehicle.

4.5.2 We compensate you if you are held liable for another person's death, bodily injury, loss or damage to property caused by the vehicle. See section 5 (Liability) for terms and conditions.

4.6 Third party only

If you choose insurance for Third Party only, we only compensate you for Liability. See section 5 (Liability) for terms and conditions

5. Liability

5.1 Liability means responsible in law - never admit responsibility. Do not accept monies or excess without the Insurer's consent. We insure the following:

5.1.1 Liability insurance for vehicles insured on this policy

5.2 We compensate you if you are held liable for another person's accidental death, bodily injury, loss or damage to property caused by:

5.2.1 the vehicle during the period of insurance; or

5.2.2 while the insured vehicle is towing a trailer, caravan, car or goods vehicle not exceeding 3 500kg during the period of insurance.

5.2.3 We do not compensate if you are towing for reward.

5.2.4 Liability insurance while other people drive or use your vehicle

5.3 We 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:

5.3.1 must not have a right to compensation under any other insurance;

5.3.2 must not have been refused motor insurance at any time; and

5.3.3 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.

5.3.4 Liability insurance for vehicles not insured on this policy.

5.4 We 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, or B type vehicle which is not insured on this policy during the period of insurance.

5.5 We only give compensation if:

5.5.1 you do not own the vehicle; and

5.5.2 you are not buying, leasing or hiring the vehicle under a credit agreement or similar agreement.

5.5.3 Please check your schedule to see the Liability limits that apply to each vehicle.

5.6 Compensation for Liability insurance

5.6.1 The compensation includes the following:

- 5.6.1.1 the amounts you are liable for;
- 5.6.1.2 legal costs of the other person that you are liable for; and
- 5.6.1.3 costs that you incur with our permission to settle or defend the claim against you.

5.7 Limit of compensation

- 5.7.1 The compensation following fire or explosion is limited to not more than R2,500,000 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.
- 5.7.2 Passenger Liability is limited to as stated in the schedule of insurance including all costs and expenses for any one accident or series of accidents arising out of one incident.
- 5.7.3 Any other loss not more than as stated in the schedule of insurance including all costs and expenses for any one accident or series of accidents arising out of one incident.

5.8 Legal representation for Liability claims

5.8.1 We may arrange:

- 5.8.1.1 representation for you at any inquiry into death resulting from an insured event; or
- 5.8.1.2 legal representation for your defence at any criminal proceedings resulting from an insured event.

6. What we do not insure

6.1 We do not insure the following types of vehicle use:

- 6.1.1 Driver age over 70 unless agreed by us in writing after the receipt of a medical report;
- 6.1.2 commercial travelling (for example, couriers);
- 6.1.3 carrying fare-paying passengers;
- 6.1.4 giving lifts to passengers for profit (for example, a vehicle-sharing agreement);
- 6.1.5 carrying goods for trade;
- 6.1.6 giving driving lessons for reward;
- 6.1.7 hiring out the vehicle for reward;
- 6.1.8 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; or
- 6.1.9 any purpose related to the motor trade, except when the vehicle is in the care of the motor trade for its maintenance or repair.

6.2 Liability for death of or bodily injury to certain people

6.2.1 We do not compensate for Liability for death of or bodily injury to the following people:

- 6.2.1.1 you, a person using or driving the vehicle with your permission or members of your family who normally live with you;
- 6.2.1.2 your employees, other than your domestic employees, acting in the course of their employment with you at the time of the event;
- 6.2.1.3 any person in or on a caravan or trailer while it is being towed by the vehicle;
- 6.2.1.4 any passenger who was outside the cab of the vehicle at the time of the event; or
- 6.2.1.5 any person travelling on or mounting onto, or dismounting from any LDV-Type vehicle.

6.3 Loss of or damage to property belonging to certain people

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

- 6.3.1.1 that you, a person using or driving the vehicle with your permission or any members of your family own, look after or control; or
- 6.3.1.2 in or on a caravan or trailer while being towed.

6.4 Liability arising from a contract

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

6.5 Fines and penalties

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

6.6 Liability related to pollution or contamination

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

6.7 If you are insured under other insurance legislation

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

- 6.8 We do not compensate you under the Motor section for claims for any of the following:
- 6.8.1 Deterioration in value resulting from repairs after an insured event;
 - 6.8.2 Wear and tear, mechanical, electronic or electrical breakdowns, failure or breakages;
 - 6.8.3 Damage to the tyres caused maliciously or by punctures, cuts and bursts, or by applying brakes;
 - 6.8.4 Damage to the suspension caused by the inequalities of the road or other uneven surfaces;
 - 6.8.5 Any authority lawfully taking or impounding the vehicle or any part of the vehicle;
 - 6.8.6 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; or
 - 6.8.7 The vehicle being driven or used in any of the following circumstances:
 - 6.8.7.1 without a vehicle licence that is valid in the country where the vehicle is being used;
 - 6.8.7.2 while you, or any other person with your permission, drives the vehicle without a driver's or learner's license 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 licenses;
 - 6.8.7.3 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;
 - 6.8.7.4 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; or
 - 6.8.7.5 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.

7. Compensation

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

7.2 Excess

The excess is the amount that you must pay, before we compensate you. The motor excess amounts are shown in the schedule.

7.3 Limit of compensation

For first owners of new vehicles (vehicle types A only)

7.4 We compensate you up to the limit shown in the schedule 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:

7.4.1 it is stolen or hijacked and not recovered; or

7.4.2 it is damaged and, in our opinion, not economical to repair.

7.4.3 For vehicles insured with a Retail value, the limit of compensation is the lower of:

7.4.4 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;

7.4.5 the Retail value at the time of the loss or damage, less any excess amount.

7.5 If you are not the first registered owner of the vehicle

7.5.1 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:

7.5.1.1 it is stolen or hijacked and not recovered; or

7.5.1.2 it is damaged and, in our opinion, not economical to repair.

7.5.2 The limit of compensation is the 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.

7.6 Sound equipment

7.6.1 We do not insure sound equipment under the following types of insurance:

7.6.1.1 Third Party, Fire and Theft;

7.6.1.2 Third Party only.

7.6.2 We compensate you for sound equipment if insured separately as an accessory under this section or under the All Risks section.

7.7 Recovery of the excess

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.

7.8 Wreckage Removal

Costs necessarily and reasonably incurred by the Insured in respect of demolition or dismantling of property and/ or removal of debris and in providing, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction following indemnifiable loss of or damage to such property, provided that the total amount recoverable does not exceed 20% (twenty percent) of the total amount of the claim.

8. Special conditions

8.1 You must take care of your vehicle

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

8.3 You must keep your vehicle secure

8.3.1 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.

8.3.2 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.

8.3.3 Vehicle tracking systems:

8.3.4 For satellite tracking systems we will only compensate you if you:

8.3.5 immediately, and at your own expense, notify the authorities and the vehicle tracking company of the event;

8.3.6 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;

8.3.7 do not cancel your service agreement.

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

8.5 Repatriation Clause

- 8.5.1 If loss or damage occurs to the vehicle outside the Republic of South Africa but within the countries that you are insured, you are responsible for all costs you incur in bringing the vehicle back to the Republic of South Africa. We do not compensate you for these costs.
- 8.5.2 If it is uneconomical to repair the vehicle and you do not return the vehicle to the Republic of South Africa, you have to prove that the vehicle is uneconomical to repair, with a damage report and photos, before we will accept your claim.
- 8.5.3 Should the wreckage not be returned to the Republic of South Africa, we will determine the value of the wreckage at 29% of the value for the vehicle as defined in the schedule. We will subtract this amount from the amount of any settlement to you.

8.6 You must tell us about any traffic offenses

- 8.6.1 You must tell us immediately in writing if your driver's license, or the driver's license 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:
 - 8.6.1.1 negligent driving;
 - 8.6.1.2 reckless driving; or
 - 8.6.1.3 driving under the influence of alcohol, drugs or driving with a blood-alcohol level that is over the legal limit.

8.7 We may pay value for unavailable parts

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.

8.8 Only the policyholder can claim under this section

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.

8.9 The policyholder will be compensated

If more than one person has a right to insurance under this section, the limit of compensation applies to the total compensation we give. If the Vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the

repayment of the debt under the agreement. Notify us at inception of the policy of any party right/obligations that infringes on your property right or right of full title.

9. Optional insurance

9.1 Credit shortfall

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

9.2 This insurance applies only to cars, as set out in 'Types of vehicle we insure', above.

9.2.1 We compensate you for any credit shortfall you might have for the vehicle. The credit shortfall is the difference between:

9.2.2 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

9.2.3 the Retail value of the vehicle.

9.2.4 We give compensation for credit shortfall if the vehicle is either:

9.2.5 stolen or hijacked and not physically returned to you or to us; or

9.2.6 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 and insure it for that value. You take out vehicle financing from a registered credit provider to pay off the car in instalments. Under the credit agreement, you owe the credit provider R220 000. If the car is stolen and you still owe the credit provider R210 000, we will pay R50 000 for the credit shortfall as well as the R160 000 being the retail or agreed value for the car. Provided that the amounts payable shall not exceed the maximum indemnity less the First Amount payable

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

9.3.1 You must give us both of the following within 30 days of the loss or damage:

9.3.2 a copy of the credit agreement; and

9.3.3 a statement of your account showing the settlement balance that is outstanding at the date of loss or damage.

9.4 What we do not insure under credit shortfall

9.4.1 We do not include any of the following amounts in the compensation:

9.4.1.1 payments or interest that are in arrears before the date of loss or damage;

9.4.1.2 early settlement penalties;

9.4.1.3 any agreement whereby the amount of any single instalment excluding the residual amount, differs by more than 10% from any other instalment;

9.4.1.4 any other amounts that can be refunded to you (for example, extra payments you have made to reduce your credit);

9.4.1.5 any legal costs you owe to the finance company.

9.5 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 a standard 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.

K. CAR HIRE

Applicable to vehicles insured on a Comprehensive basis only and for which car hire has been specifically selected.

The services under this section, are provided by Gage Car Hire under license of Infinity Insurance Ltd and is subject to the wording stated below.

1. Definitions

For this section only:

You/your/yours/yourself	The person in whose name this policy is issued and spouse/partner and any other person named in the schedule.
The service provider	Gage Car Hire
Car Hire Company	The company providing the hired vehicle.

2. Standard terms and conditions

2.1 The service provider undertakes to provide a courtesy car to you if your vehicle is stolen or damaged provided that you agree to comply with the terms and conditions of the Car Hire Company and sign documentation required by the service provider on an unlimited mileage basis. The vehicle type and size may vary depending on the cover provided per the policy schedule.

2.2 Provided that:

2.3 the order for the hired vehicle is authorised by the service provider, the period of hire is as follows:

PERSONAL ASSETS INSURANCE

Insurance made personal

	In the event of:	The period of hire will <u>commence</u> :
2.3.1	Theft	The date the vehicle is stolen
2.3.2	Accident – where the insured vehicle is driveable	The date the vehicle is handed over to the repairer
2.3.3	Accident – where the insured vehicle is not driveable	The date of the accident

	In the event of:	The period of hire will <u>commence</u> :
2.3.4	Theft	The date the claim has been settled or 30 days after the commencement of hire, whichever is the sooner.
2.3.5	Accident	On the day the vehicle is returned from the repairer or 30 days after the commencement of hire, whichever is the sooner.

- 2.4 any cost incurred after the termination of the rental by the service provider will be invoiced to you directly and be for your account;
- 2.5 if the hired vehicle is damaged or stolen during the period of hire, you will be responsible for the first amount payable as stated in the hire contract. Should the claim be repudiated by the Car Hire Company you will be liable for all costs;
- 2.6 the courtesy vehicle must only be driven by you or drivers as nominated to the Car Hire Company. The hired vehicle will not be insured for any other drivers except those nominated on the car hire agreement;
- 2.7 the hired vehicle may only be driven within the Republic of South Africa;
- 2.8 a valid driver's license is required to collect the hired vehicle;
- 2.9 you will be responsible for all traffic fines and related administration fees while driving the hired vehicle;
- 2.10 you will be liable for any fuel deposit, delivery or collection costs or any other costs charged by the Car Hire Company unless agreed to in writing by the service provider prior to the commencement of the hire;
- 2.11 a deposit to cover fuel and incidental costs will be required by the car hire company from yourself; and
- 2.12 you will sign all necessary documentation as required by the service provider.

3. Claim Procedure

3.1 All claims are to be reported to the service provider by your insurance company.

Note:

1. The cover provided hereby does not include provision of a hired vehicle outside the Republic of South Africa.
2. The vehicle selected is as stated in your policy schedule.

L. PERSONAL ACCIDENT

1. Definitions in this section

You	The policyholder and other people named in the schedule
Accident	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.
Bodily injury	A physical injury to the body caused by an accidental, violent, visible and external event.

2. Who we insure

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:

- 2.1.1 the policyholder;
- 2.1.2 the policyholder's spouse;
- 2.1.3 the parents of both the policyholder and the policyholder's spouse; the policyholder's or spouse's children; and
- 2.1.4 the policyholder and the policyholder's spouse's full time domestic staff.

3. What we insure

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

- 3.1.1 death;
- 3.1.2 permanent disability;
- 3.1.3 temporary disability (optional cover); and
- 3.1.4 medical expenses (optional cover).

3.2 If you disappear

- 3.2.1 If you disappear we give compensation as if you had died, if both of the following occurs:
 - 3.2.1.1 we receive a copy of the court order of Presumption of Death; and

3.2.1.2 we have no reason to believe that any event other than an accident took place.

3.2.1.3 If, any time after we have paid the claim, you are found alive, you must repay all compensation to us.

3.3 Exposure to the elements, thirst and starvation

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

3.4 Repatriation costs

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.

3.5 Bereavement expenses

If you die from an accident, we compensate you, your beneficiary or your estate for the Bereavement Expenses as stated in the schedule of insurance if not otherwise insured or for which you will be paid from another policy. Bereavement Expenses are the costs of the funeral.

3.6 Trauma counselling after a violent event

If you or your domestic staff needs professional counselling after being a victim of violent theft, attempted theft or hold up, we compensate you up to the limit shown in the schedule.

3.7 Terms and conditions for Personal Accident Death Cover:

3.7.1 Your death was caused by accident, or you disappeared and we received a court order of suspicion of death and we have no reason to believe that anything other than accident occurred.

3.7.2 Your death is caused by exposure to the elements, thirst or hunger after an accident.

3.7.3 Your death occurred within 24 months of the accident that caused the bodily injury.

3.7.4 If you are on life support for more than 3 consecutive days, the period of 24 months begins only after you get off from life support.

3.7.5 If you are still on life support for more than 3 consecutive days, then the days are included in the life support and the 24-month period.

3.7.6 Your beneficiary or your estate will receive compensation.

3.7.7 We provide cover for your beneficiary or your estate up to the amount shown in your schedule under death.

3.7.8 If you die outside of South Africa, we will compensate your beneficiary or your estate for the reasonable costs up to and including the amount shown in your schedule to bring your body back to South Africa.

- 3.7.9 We compensate your beneficiary or your estate for death expenses (eg: The cost of the burial up to a maximum of the amount stated in the schedule, if you do not have any other insurance that you pay. The maximum amount a child can be covered for is limited by Law to: 26 Weeks – 6Years = R10,000, above 6years full cover.
- 3.7.10 You are insured until your 74 years of age after which you are no longer covered and you will not have to pay any premiums anymore.
- 3.7.11 We only cover one requirement under the section. If you or someone else mentioned in your schedule under this section is paid for a claim under this section, this section of the policy will terminate immediately and you cannot claim further.

4. What we do not insure

- 4.1 for death, disability or bodily injury caused by a medical condition that existed before the person was first added to this section.
- 4.2 under this section caused by:
 - 4.2.1 any sport as a professional;
 - 4.2.2 extreme activities such as paragliding, skydiving, hang-gliding, off-road motorcycling, quad-biking or free climbing;
 - 4.2.3 wrestling, boxing or martial arts;
 - 4.2.4 racing, speed or endurance events on or in power-driven vehicles or craft;
 - 4.2.5 flying, other than as a passenger in a legally licensed passenger-carrying aircraft;
 - 4.2.6 mountaineering where the use of ropes or a guide is necessary; or
 - 4.2.7 digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives.
 - 4.2.8 We do not compensate you for death, disability or bodily injury that results from you being under the influence of alcohol or drugs.
 - 4.2.9 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.
 - 4.2.10 If your alcohol level is above the legal limit, we consider that you are under the influence of alcohol.
- 4.3 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.
- 4.4 for death, disability or bodily injury that you cause by suicide, attempted suicide, intentional self-injury or exposure to danger.
- 4.5 for any claim under this section resulting from your service in the military, naval, police or air service of any country.
- 4.6 if you participate in any riot, civil commotion or act of terrorism.

5. Compensation

5.1 Limits of compensation table

	Amount of compensation and conditions	
5.1.1	Type A: Death	The limit of compensation shown in the schedule.
5.1.2	Type 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.
5.1.3	Type C: Temporary disability (inability to work) (optional) This is a disability that: prevents you from continuing your occupation; and is temporary. It is not a permanent disability. The disability must continue for more than seven consecutive days.	The amount of compensation shown in the schedule, for each week of the disability, up to a maximum of 104 weeks. We stop the compensation as soon as we consider that you are medically fit or able to return to your usual business or occupation.
5.1.4	Type D: Various medical expenses (optional) These include medical, surgical, dental, hospital, emergency rescue and transportation expenses, as well as artificial limbs and aids. Up to the limit of compensation shown in the schedule.	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.

5.2 The rules for compensation

- 5.2.1 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.
- 5.2.2 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.
- 5.2.3 Compensation for Temporary disability (inability to work) and Various medical expenses (Types C and D) stops immediately in either of these cases:
- 5.2.4 there is a valid claim for Death (Type A); or
- 5.2.5 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.
- 5.2.6 We compensate you, your beneficiary or your estate.

5.3 Compensation for permanent disability

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 more than 100% of the Permanent disability maximum.

5.4 Compensation tables for Permanent disability

	Description of Permanent Disability		Percentage of limit of compensation
5.4.1	Four fingers		70%
5.4.2	Thumb	- Both phalanges	25%
		- One phalanx	10%
5.4.3	Index finger	- Three phalanges	10%
		- Two phalanges	8%
		- One phalanx	4%
5.4.4	Middle finger	- Three phalanges	6%
		- Two phalanges	4%
		- One phalanx	2%
5.4.5	Ring finger	- Three phalanges	5%
		- Two phalanges	4%
		- One phalanx	2%
5.4.6	Little finger	- Three phalanges	4%
		- Two phalanges	3%
		- One phalanx	2%
5.4.7	Metacarpal	- First or second(additional)	3%
		- Third, fourth or fifth (additional)	2%

5.4.8	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%

In the tables below, we describe the Permanent disability that you may receive compensation for. 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.

5.5 Burns

	Description of Permanent disability	Percentage of limit of compensation
5.5.1	Permanent disfigurement from burns to more than 50% of the surface area of the face or neck or both.	Maximum of 50%, depending on the percentage of the surface area that is disfigured.
5.5.2	Permanent disfigurement from burns to more than 50% of the surface area of the body other than the face or neck.	Maximum of 50%, depending on the percentage of the surface area that is disfigured.

- 5.5.3 If the percentage disfigurement for burns described in the table above is less than 50% of the surface area we apply a percentage to the compensation that is consistent with the actual disfigurement you suffer.
- 5.5.4 We do not give compensation for burns if less than 10% of the surface area described above is affected. We only compensate you when the permanent effect of medical or surgical treatment has been established.
- 5.5.5 Permanent total loss of use of a part of the body will be treated as loss of that part.

5.6 Fingers, thumbs and toes

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

5.7 Limbs

	Description of Permanent disability	Percentage of limit of compensation
5.7.1	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%
5.7.2	Injuries resulting in total paralysis or permanent disability or in being permanently bedridden	100%

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

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

6. Special conditions

- 6.1 Death or disability must happen within 24 months of the accident
 - 6.1.1 Death or disability of the insured must take place within 24 months of the accident that caused the bodily injury.
- 6.2 For death, the 24-month period does not include the time that the insured is kept alive by life support equipment if you are on the equipment for more than three consecutive days. If the life support equipment is used for less than three consecutive days, the 24-month period is not delayed.
- 6.3 You must give us certain information
 - 6.3.1 You must give us immediate notice if:
 - 6.3.1.1 you have any physical medical condition which affects you; or
 - 6.3.1.2 you change your occupation to a more dangerous occupation.
- 6.4 You are insured up until your 74th birthday
- 6.5 You are no longer insured after you turn 74 years old.
- 6.6 Insurance for children: 26 Weeks – 6Years = R10,000, above 6years full cover
- 6.7 You must get proper medical care
 - 6.7.1 If you have any physical injury that might result in a claim, you must get medical care within a reasonable time.

PERSONAL ASSETS INSURANCE

Insurance made personal

6.7.2 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.

6.8 You must agree to medical examinations

6.8.1 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.

6.8.2 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.

M. SMALL LEISURE CRAFT

1. Definitions in this section

You	The policyholder and anyone we insure under this section.
Watercraft	<p>A boat used on water for pleasure and private purposes not exceeding 7 meters in length, with a maximum design speed of 100 kph. It includes, for example, jet skis, rubber dinghies, yachts and rowing watercrafts.</p> <p>For certain watercraft, you must specify the hull, the motor, the accessories and special equipment in the schedule.</p> <p>Other watercraft, such as jet skis for example, are insured as a whole unit. In these cases the watercraft includes the hull, superstructure, fittings, machinery, engines, motors, accessory watercraft, gear and any equipment that would usually be sold with the watercraft.</p>
Certificate of Competence	Subject to regulation 18(2), a valid certificate of competence, issued by a certifying authority.

2. Who we insure

- 2.1 Under this section of insurance, the following people are insured:
- 2.1.1 the policyholder; and
 - 2.1.2 the policyholder's spouse.

3. What we insure

- 3.1 We compensate you for loss of or damage to the watercraft up to the limit shown in the schedule.
- 3.2 Damage to the vessel caused by external accidental means, including:
- 3.2.1 perils of the seas, rivers, lakes or other navigable waters, stranding, sinking or collision including collision with dock or harbour equipment or installation, land conveyance, aircraft and other aerial devices or articles dropped from them ;
 - 3.2.2 fire, lightning, explosion, earthquake or volcanic eruption;
 - 3.2.3 malicious acts;
 - 3.2.4 jettison;
 - 3.2.5 piracy;
 - 3.2.6 outboard motor(s) dropping off or falling overboard provided that it is securely locked and/or bolted or chained to a permanent fixture in the hull;
 - 3.2.7 loss of or damage to the vessel excluding electrical equipment, batteries and connections, motors and connections (but not strut shaft or propeller) caused by:
 - 3.2.7.1 latent defects in hull or machinery;

- 3.2.7.2 breakage of shafts or busting of boilers (excluding the cost and expense of replacing or repairing the broker shaft or boiler);
- 3.2.7.3 the negligence of any person whatsoever but excluding the cost of repairing any defect resulting from either negligence or breach of contract in respect of any repair or alteration work carried out for the account of the insured or in respect of maintenance of the insured vessel.

3.3 accidents in loading, discharging or moving stores, gear, equipment, machinery or fuel, breakage of shafts, explosions, contact with aircraft

3.4 theft or attempted theft of:

- 3.4.1 the entire vessel or boat(s);
- 3.4.2 the outboard motor provided it is securely locked and/or bolted onto the vessel or boat(s) by an anti-theft device in addition to its normal method of attachment;
- 3.4.3 machinery including outboard motors, gear or equipment following forcible and violent entry into or exit from the vessel or place of storage or repair;
- 3.4.4 the trailer whilst parked without the vessel.
- 3.4.5 the cost of sighting the bottom after a grounding if reasonably incurred for that purpose even if no damage be found; and
- 3.4.6 loss of or damage to personal effects in the event of the vessel being stranded, sunk, burnt or in a collision.

3.5 Sighting expenses

- 3.5.1 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.
- 3.5.2 We compensate you up to the limit shown in the schedule even if there is no damage to the hull.

3.6 Avoiding and minimising loss

We compensate you up to the limit shown in the schedule 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 (whether or not in distress) under a contract arranged prior to commencing towing or salvaging.

3.7 If other people use the watercraft

- 3.7.1 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.

- 3.7.2 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.

3.8 Medical expenses

- 3.8.1 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.
- 3.8.2 We do not compensate you if the injured person is covered by any other insurance including medical aid.

3.9 Fire extinguishing expenses

We compensate you for any costs not exceeding 2.5% of the total sum insured for any firefighting or extinguishing expenses that you are liable for if the watercraft was in danger from the fire.

3.10 Watercraft Liability

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.

3.11 We will also compensate:

- 3.11.1 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:
- 3.11.2 such person does not have a right to compensation under any other insurance;
- 3.11.3 such person has never been refused Liability insurance; and
- 3.11.4 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.
- 3.11.5 any water skier being towed or preparing to be towed by the insured watercraft, is held liable for another person's death, bodily injury, loss or damage to property belonging to other people, during the period of insurance.

3.12 The compensation relating to Watercraft Liability includes the following:

- 3.12.1 the amounts you are liable for;
- 3.12.2 legal costs of the other person that you are liable for;
- 3.12.3 costs that you incur with our permission to settle or defend the claim against you; and

3.12.4 costs relating to official enquiries and coroner's inquest. You must get our permission before you incur these costs.

3.13 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.

4. What we do not insure

4.1 General loss and damage

4.1.1 We do not compensate you for loss or damage caused while:

- 4.1.1.1 the watercraft is being used for something other than pleasure and private use, unless we have agreed in writing;
- 4.1.1.2 the watercraft is being hired out or chartered, unless we have agreed in writing;
- 4.1.1.3 the watercraft is being towed on water except:
 - 4.1.1.4 towing when stranded; or
 - 4.1.1.5 customary towage in connection with laying up, fitting out and repairs;
- 4.1.1.6 the watercraft is being used to tow or salvage another watercraft, unless it is in distress;
- 4.1.1.7 the watercraft is being used to tow or salvage any other watercraft under a contract arranged before the start of the towing or salvaging;
- 4.1.1.8 participating in racing, speed tests or related trials, other than yacht racing;
- 4.1.1.9 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; or
- 4.1.2.0 power jumping and extreme beach landing.

4.1.2 We do not compensate you for loss or damage caused by:

- 4.1.2.1 wear, tear and depreciation in value over time;
- 4.1.2.2 corrosion, rust and deterioration;
- 4.1.2.3 household pests such as moths or vermin;
- 4.1.2.4 any part of the watercraft which is condemned only because of a fault in the design or construction; or
- 4.1.2.5 a defect from negligence or breach of contract relating to any repair or alteration.

4.2 Consequential loss

We do not compensate you for any Consequential loss as a result of loss or damage to the watercraft. Consequential loss is any additional loss or damage that happens as a result of the insured loss or damage from an Insured event or to the insured items.

4.3 Loss or damage because of mechanical or electrical breakdown

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 also compensate you for loss caused by breakdown of the shaft and the propeller.

4.4 Damage to sails

4.4.1 We do not compensate you for damage to sails or protective coverings that are split by the wind or blown away while set.

4.4.2 We do however compensate you:

4.4.2.1 if the damage to the sails or protective coverings happens because of damage to the spars which the sails are attached to; or

4.4.2.2 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.

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

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

4.5.1.1 scratches;

4.5.1.2 dents;

4.5.1.3 any costs that you become liable for to another person;

4.5.1.4 while the watercraft is transported by a person without a valid driving license, unless the person is charged with theft or illegal use of the vehicle towing the watercraft; or

4.5.1.5 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.

4.6 Loss to contents of the watercraft

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.

4.7 Loss if the watercraft is used as a residence

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

4.8 Watercraft Liability related to certain people

4.8.1 We do not compensate for Liability related to:

- 4.8.1.1 the death of or bodily injury to you, the water skier or the person who has your permission to pilot or use the watercraft;
- 4.8.1.2 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;
- 4.8.1.3 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;
- 4.8.1.4 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;
- 4.8.1.5 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; or
- 4.8.1.6 the death of or bodily injury to fare-paying passengers, and loss of or damage to their property.

4.9 Liability related to airborne sport

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.

4.10 Liability related to the transporting of the watercraft

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

4.11 Liability arising from a contract

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

4.12 Fines and penalties

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

4.13 Liability related to pollution or contamination

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.

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

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.

4.15 Territorial Limits

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.

4.16 Use against regulations

4.16.1 We do not compensate you if the watercraft is used in any way by any person contrary to any regulations from a competent authority. The pilot must be in possession of a valid certificate of competence, subject to regulation 18(2), issued by a certifying authority. This includes:

- 4.16.1.1 while the watercraft is piloted by any person who is not competent to pilot such a watercraft, unless the under the immediate supervision of a person who is competent;
- 4.16.1.2 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.

5. Compensation

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

- 5.1.1 pay for the repair at a repairer that we approve;
- 5.1.2 replace the relevant watercraft or parts; or
- 5.1.3 pay the amount of the loss, damage or Liability.

5.2 Limit of compensation

- 5.2.1 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.
- 5.2.2 Please check your schedule to see which Liability limits apply.

5.3 If we repair or replace

- 5.3.1 We will have the watercraft as close as possible to the original condition.
- 5.3.2 We do not promise that we will achieve an exact restoration.
- 5.3.3 For a glass-reinforced plastic hull, we will not match a glitter finish.

5.4 If we pay the value, the maximum payment is:

- 5.4.1 the new replacement price of the same or a similar model up to the limit shown in the schedule less the excess shown in the schedule – if the watercraft is less than 4 years old; or
- 5.4.2 the reasonable market value of that watercraft up to the limit shown in the schedule less the excess shown in the schedule – if the watercraft is more than 4 years old.

5.5 If you still owe money on the watercraft

- 5.5.1 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);
- 5.5.2 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.
- 5.5.3 We do not cover the amount that you owe if you have in any way refinanced the sale or lease.
- 5.5.4 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.
- 5.5.5 From the amount that you still owe, we take off:
 - 5.5.5.1 any instalments that are late, and any interest on late payments;
 - 5.5.5.2 any refunds of premiums for cancelled insurance for your watercraft;
 - 5.5.5.3 the excess; and
 - 5.5.5.4 any increase in instalments that occur because you are unable to realise your residual capital value after the loss.
- 5.5.6 We do not, in total, compensate you more than the limit that you are insured for, less the excess.
- 5.5.7 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.

5.6 Excess

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.

6. Special conditions

- 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.*
- 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.
- 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.

6.4 Outboard motors

- 6.4.1 We do not give compensation for loss of or damage to outboard motors:
- 6.4.2 **unless** securely bolted to the watercraft; and
- 6.4.3 in respect of theft, unless the outboard motor is securely locked onto the watercraft by means of an antitheft device.

6.5 Damage to rubber and similar crafts

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.

6.6 Theft or attempted theft

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

6.7 Loss caused by fire or explosion

- 6.7.1 For watercraft with inboard machinery, we only compensate you for damage caused by a fire or explosion if both of these conditions are met:
- 6.7.1.1 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;
- 6.7.1.2 the fire extinguishing system must be correctly installed and kept in good working order.

6.8 Loss or damage during yacht racing

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.

6.9 Care of the watercraft

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

6.10 SAMSA Regulations

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

- 6.10.1.1 the watercraft does not follow the design and construction requirements set out in the Merchant Shipping Regulations, 2007;
- 6.10.1.2 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; and
- 6.10.1.3 if the watercraft does not have a valid Certificate of Fitness or Local General Safety Certificate set out in the Merchant Shipping Regulations, 2007.

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

- 6.10.2.1 a sailing watercraft less than 9 meters long;
- 6.10.2.2 a power driven watercraft under 15 horse-power; or
- 6.10.2.3 a watercraft propelled by human power alone.

6.11 If the watercraft is laid up

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.

6.12 If the watercraft is over 10 years old

6.12.1 Once the watercraft is over ten years old, it must be surveyed by an independent professional surveyor. The survey must be done while the watercraft is out of the water and at your expense.

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

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

- 6.12.3.1 change the terms, conditions and exclusions of your insurance; or
- 6.12.3.2 cancel your insurance.

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

1. EXTENDED PERSONAL LIABILITY – Underwritten by Hollard Insurance Company Limited

1. Definitions in this section

You	Means the policyholder and anyone we insure under this section.
Underlying Policy	<p>Means an active insurance policy you have with an insurer in or outside South Africa that insures you for:</p> <ul style="list-style-type: none"> • Personal Liability; • Property Owner's Liability; • Tenants Liability; • Motor Liability; • Small Leisure Craft Liability, <p>With any insurer outside South Africa providing cover for Motor, Watercraft Liability or Property Owners Liability. In respect of any motor vehicle hired, leased or owned by the Insured or any watercraft or Property owned by the Insured, outside the Territory which on 1 January 1976 constituted the Republic of South Africa.</p>
Insurer	iToo – A Division of Hollard insurance company limited
Policy	This section is subject to the wording stated and no other.
Period of Insurance	Is as stated in the underlying policy of which this section is part.

2. Who we insure

- 2.1 We only insure the following people if named in the schedule:
- 2.1.1 the policyholder; and
 - 2.1.2 members of the policyholder's family who live with them.

3. What we insure

- 3.1 Liability claims which result from events anywhere in the world
- 3.1.1 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.
- 3.2 of Liability that you are held liable for and:
- 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;

- 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;
- 3.2.3 your Underlying insurance policy is active, and you are not in breach of the conditions of the Underlying insurance policy.

4. Compensation

- 4.1 The compensation includes the following:
 - 4.1.1 the amounts you are liable for;
 - 4.1.2 legal costs of the other person that you are liable for;
 - 4.1.3 costs that you incur to settle or defend the claim against you with our permission.

Limit of compensation

- 5.1 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.

What we do not insure

- 6.1 Judgements or settlements under US or Canadian law
 - 6.1.1 We do not compensate for:
 - 6.1.1.1 any award or settlement made in countries that follow the laws of the USA or Canada;
 - 6.1.1.2 any order made to enforce an award or settlement made in the USA or Canada.
- 6.2 Liability related to your work, business and property
 - 6.2.1 We do not compensate for Liability related to:
 - 6.2.1.1 your employment, business or profession. This includes if you sell anything or provide services for any form of payment;
 - 6.2.1.2 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; or
 - 6.2.1.3 you buying, selling or swapping any movable or immovable property, or any Liability that results because you failed to fulfil your obligations relating to such a sale or exchange.

6.3 Liability resulting from reckless or deliberate acts by you

6.3.1 We do not compensate for:

6.3.1.1 Liability claims that arises because you recklessly ignored the consequences of what you were doing or failing to do;

6.3.1.2 Liability claims that results from your own dishonest or fraudulent or malicious act;

6.3.1.3 Liability claims that results from a physical assault or seduction you commit.

6.4 Liability between people insured under the same policy

We do not compensate for Liability between people insured under this policy at the time of the event that gave rise to the Liability.

6.5 If you have other insurance

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.

6.6 Liability related to vehicles, aircraft or Small Leisure Craft

6.6.1 We do not compensate for:

6.6.1.1 any Liability that results from the ownership or use of any aircraft, drones, hang gliders and model aircraft.

6.6.1.2 any Liability that relates to a law that controls the use of vehicles if:

6.6.1.3 by law you must insure against the Liability, or

6.6.1.4 the State or any Government body or authority accepts Liability for the claim;

6.6.1.5 any Liability for the loss of or damage to a vehicle, Small Leisure Craft or aircraft that you own or that you look after or control;

6.6.2 any Liability that relates to Motor Liability unless:

6.6.2.1 it is covered by your Underlying insurance; or

6.6.2.2 the only reason it is not covered by your Underlying insurance because it falls outside the countries where the Underlying insurance applies;

6.6.3 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:

6.6.3.1 it is covered by your Underlying insurance, or

6.6.3.2 the only reason it is not covered by your Underlying insurance because it falls outside the countries where the Underlying insurance applies.

6.7 Liability of water-skiers or parasailers

We will compensate you for amounts you are legally liable for which a water-skier or parasailer must pay as compensation, due to an occurrence which happens or arises while the water-skier or parasailer is being towed by the watercraft.

6.7.1 We are not liable:

- 6.7.1.1 if the water-skier or parasailer is entitled to indemnity under another policy;
- 6.7.1.2 for accidental death of, or bodily injury to, or illness of a person who is a member of the household of the water-skier or parasailer, or a person in the service of the water-skier or parasailer, if the death, bodily injury or illness arises from their service;
- 6.7.1.3 for accidental physical loss of, or damage to property belonging to, or kept in trust by, or under the charge or control of, or in the custody of the water-skier or parasailer, or any member of the household of the water-skier or parasailer, or any person in the service of the water-skier or parasailer;
- 6.7.1.4 if the water-skier or parasailer does not comply with the terms of this policy.

6.8 Fines and penalties

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

6.9 Claims arising from a contract

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

6.10 Debts

- 6.10.1 We do not compensate for any Liability related to:
 - 6.10.1.1 any debt;
 - 6.10.1.2 you failing to pay maintenance; or
 - 6.10.1.3 a breach of promise action.

6.11 HIV and AIDS

- 6.11.1 We do not compensate for any Liability related to:
 - 6.11.1.1 a medical condition caused by or related to Human Immune Virus (HIV) or any variations of HIV;
 - 6.11.1.2 a medical condition caused by or related to Acquired Immune Deficiency Syndrome (AIDS) or any similar condition.

6.11.2 We do not compensate for any Liability related to War or warlike operations arising out of:

6.11.2.1 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed toward the overthrow by force of government de jure or de facto or to the influencing of it by terrorism or violence

6.11.2.2 confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any government de jure or de facto or any public or local authority

6.11.3 directly or indirectly caused by or contributed to by or arising from:

6.11.3.1 nuclear weapons material ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

6.11.3.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

7. Limit of compensation

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