



LOMBARD

Broker Partners



ROBIN BAIRD WRIGHT  
Insurance Brokers

RBW STANDARD POLICY WORDING



# Contents

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## GETTING STARTED

---

Understanding your policy	3
---------------------------	---

---

## WHAT YOU CAN CLAIM FOR

---

Household contents	24
--------------------	----

---

All Risks	41
-----------	----

---

Buildings	51
-----------	----

---

Personal computers	67
--------------------	----

---

Motor	74
-------	----

---

Personal liability	102
--------------------	-----

---

Personal accident	115
-------------------	-----

---

Pleasure-craft	124
----------------	-----

---

## WHERE TO FIND IT

---

Index	147
-------	-----

---

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## GETTING STARTED

---

## Understanding your policy

General	4
Your responsibilities as the policyholder	8
Claims	11
What we do not cover	18
Sasria	21

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**GENERAL**

Key terms to understand	5
Why the schedule is so important	6
How to contact us	6
Understanding all the legal stuff	7

## Key terms to understand

<b>Schedule</b>	The section that explains what you're covered for, and for how much
<b>Claim</b>	When you ask us to compensate you for loss or damage
<b>Insured event</b>	When something happens that you are allowed to claim for
<b>Excess</b>	The amount that you must pay for any claim

## Why the schedule is so important

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

- how much you pay in premiums and fees
- how much your excess is
- which parts of your property are covered by the policy
- what kinds of cover you have chosen.

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

## How to contact us

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

Lombard Insurance Company Limited  
4<sup>th</sup> Floor, Wellington Road  
Parktown  
2193

Tel: (011) 551-0600

Website: [www.lombardins.com](http://www.lombardins.com)



## Understanding all the legal stuff

### **This is a legal contract**

This policy is simply a legal contract between you (the person listed in the schedule) and us (Lombard Insurance Co. Ltd, Reg. No: **1990/001253/06**).

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

### **Making things as clear as possible**

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

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

### **Why all the terms and conditions?**

Terms and conditions are the rules you have to comply with in order for the policy to be valid – for example, paying your premiums on time, or letting us know if you've taken up a dangerous sport like hang-gliding.

Some conditions are so strict that they are actually guarantees on your part – for example, that all jewellery must be kept locked away in a safe. Make sure you understand all terms and conditions; if you don't, it may result in us refusing to pay you out for a claim.

### **This is YOUR policy**

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

### **Insurable interest**

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

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



## YOUR RESPONSIBILITIES AS THE POLICYHOLDER

Give us accurate information	9
Be aware of how we use this information	9
Prevent/minimise loss or damage	9
Tell us if you wish to cancel the policy	9
Tell us of any material changes	9
Pay your premiums on time	10
Avoid fraud	10
Observe all terms and conditions	10

## Your responsibilities as the policyholder

### **Give us accurate information**

You must make sure that all the information you give us about yourself, your property and your risk profile is accurate. This will include information about your financial situation, such as insolvency. Incomplete or incorrect information could affect the validity of your policy, and may result in us voiding your policy.

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

### **Be aware of how we use this information**

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

### **Prevent/minimise loss or damage**

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

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

You may cancel the policy at any time. If we wish to cancel the policy, however, we must give you 30 days' written notice.

If your policy is an annual one, we will have the right to keep a small portion of any premiums we are obliged to refund to you.

### **Tell us of any material changes**

A material change is one that could affect your risk profile – for example, a move to a new address, a change in your financial situation, or taking up a dangerous sport like hang-gliding. You must tell us of any such changes, for they may affect the level of your premiums, and other terms and conditions.

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

We are allowed to request a change in the policy from you – for example, an upgrade of your alarm system – provided we give you 30 days in which to do it.

### **Pay your premiums on time**

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

#### Monthly premiums

If you pay monthly, your very first premium must be paid on time via a bank debit order; there is no grace period – first premiums must be paid in advance. If you miss a payment for any subsequent month, we will ask you twice to settle it. If the payment is still not received after that, or you instruct your bank to stop the payment, your policy will be cancelled. This cancellation will be backdated to the date on which your first payment was supposed to have been made.

If the premium is settled in part only, it will be used to pay off your oldest outstanding premium. Under these circumstances, any claims you may make will not be settled until you first pay all premiums still outstanding, or agree to them being deducted from any settlement.

#### Annual premiums

If you are paying annually, you are allowed a 30-day grace period after the start of your policy to settle your payment. If you miss this deadline, your policy will automatically lapse.

### **Avoid fraud**

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

Examples of fraudulent behaviour are:

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

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

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

Some conditions are so strict that they are actually guarantees on your part – for example, that all jewellery must be kept locked away in a safe.

Make sure you understand all terms and conditions; if you don't, it may result in us refusing to pay you out for a claim.

## CLAIMS

How much we pay	12
How to claim	14
Time limits that affect your claim	15
What to do if your claim is rejected	16
Other points to note	17

## How much we pay

### **We restore your original financial position**

When we settle a claim with you, our objective is to give you a pay-out that leaves you in the same financial position as you were before the loss took place. This pay-out may be based on:

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

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

#### **Example**

If your three-year-old television set is stolen, we may buy you a new one or pay you the price of a new one. If your photo album or digital camera is lost, however, we pay only for the album or camera, and not the sentimental value of the photos they contain.

### **We always decide how we pay out**

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

### **You cannot claim more than the actual loss**

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

### **You cannot claim more than the sum insured**

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

#### **Example**

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

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

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

### **We do not pay interest**

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

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

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

Under no circumstances will we ever pay out more than the sum insured.

#### **Example**

Your household contents are insured with us for R200 000, but the cost to replace all the items is R400 000. This means you are under-insured by half (or 50%). Put another way, you are only ever insured for half of any claim you make.

So if R50 000 worth of your contents is stolen in a theft, we can pay out only half of R50 000 – or R25 000. This is referred to as the principle of average.

### **The pay-out is always reduced by the excess**

Don't forget that for every valid claim, you will always have to pay the first amount, also known as the excess. For example, if there is an excess of R1 000 on a R20 000 claim, then you will receive a pay-out from us of R19 000. The excess payable on all claims is listed in the excess schedule.

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

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

## How to claim

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

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

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

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

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

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

Inform the police immediately, but not later than 48 hours after the event. This is particularly important when property has been stolen, people have been injured or died, or a criminal act is suspected. Take all reasonable steps to recover any stolen property and, where safe to do so, find the guilty person.

### **Step 4: Send us the following within 30 days**

If you haven't already dealt with this when you first reported the claim, please ensure you send us the following within 30 days:

- full written details of the claim (on our standard forms, if required)
- particulars of any other policy covering the claim
- any other documentation we think is necessary to handle the claim (such as police documents, receipts, invoices or witness statements)
- proof of value and insurable interest, if required by us.

### **Step 5: Send us all documents you may receive later**

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

### **Step 6: Help us with any legal proceedings**

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

### **Sign a release**

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

### **Claim procedure is at your own expense**

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

## Time limits that affect your claim

### Don't miss these key deadlines

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

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



## What to do if your claim is rejected

### You may appeal

If we reject or dispute your claim, you have the right to appeal that decision. Send your complaint, in writing, to:

Lombard Insurance Company Limited  
4<sup>th</sup> Floor, Wellington Road  
Parktown  
2193

Tel: (011) 551-0600

Website: [www.Lombardins.com](http://www.Lombardins.com)

Remember that you have 90 days from receipt of our rejection or dispute to lodge your appeal. If we maintain our rejection, and you wish to start legal action against us, you have a further 180 days to do this.

### You may also contact the Ombudsman

At any stage of a claim, you have the right to communicate with the Insurance Ombudsman, an independent body that investigates insurance complaints from consumers. The contact details are:

Ombudsman for Short-term Insurance  
PO Box 32334  
Braamfontein 2017

Tel: (086) 066-2837

Fax: (011) 726-5501

Website: [www.osti.co.za](http://www.osti.co.za)

## Other points to note

### **Sum insured will not be reduced**

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

### **Cover applies in RSA and neighbouring countries**

The cover in this policy is valid within the territorial limits of South Africa, as well as the following countries: Botswana, Lesotho, Namibia, Swaziland, Malawi, Mozambique, Zambia and Zimbabwe. We may agree to extend the territorial limits on our terms.

### **Bringing damaged property back to South Africa**

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

### **South African law applies**

This policy is subject to South African law.

### **Keeping within the law**

If any of the terms or conditions of this policy are in breach of existing legislation, they will be amended so that they comply with the law.

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

- If you have not claimed during the 12 months before the renewal date of your policy, your premium may be reduced.
- Whenever you are paid out for a claim, you may find that your premium is increased.  
*Claim-Free Group is a concept used by us to reward you for not claiming by increasing your premium discount, or reducing it after a claim.*

## WHAT WE DO NOT COVER

### GENERAL EXCEPTIONS

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*You cannot claim for:*

#### **Theft by false pretences**

This is any theft that occurs as result of you being tricked into parting with your property as part of a transaction that you believed was legitimate. The transaction can be an ordinary cash transaction, an exchange or even a credit sale agreement.

#### **Wear and tear**

This means gradual deterioration as a result of normal usage or the passage of time. It includes the gradual influence of light and weather conditions. Typical examples are worn tyres on your car from driving, and peeling paintwork on your home from exposure to the elements.

#### **Liability by agreement**

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

#### **Dispossession or nationalisation**

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

#### **Consequential loss**

This is further loss that you may suffer as a consequence of an initial insured event. For example, if your car is in an accident on your way to the airport, we will cover you for the damaged car, but not for any loss you may suffer as result of you missing your flight.

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

#### **Malicious damage – unless you specify it**

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

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

You are not covered for malicious damage to your insured property unless you specifically ask for it to be included as part of your policy.

You are not covered for malicious damage even if you asked for it if:

- you lend, let or sub-let your home; or
- leave it unoccupied for more than 60 days in any 12-month period.

## **GENERAL EXCLUSIONS**

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*You cannot claim for:*

### **Asbestos**

This refers to any loss or damage that arises as a result of contact with asbestos in any form or quantity. This is because of the inherently hazardous nature of the substance.

### **Certain computer risks**

This refers to the failure of any piece of computing equipment, or any of its associated hardware and peripherals, to recognise a date, leading to the inability to perform its computing functions. It also includes costs and expenses incurred by you to reinstate data or programs lost as a result of accidental erasure. This is on condition that the lost data or programs were not caused by:

- program errors
- a virus or malware (harmful software such as viruses or Trojans)
- inadvertent cancellation, corruption of data or incorrect entry.

### **Damage caused by incidents covered by legislation**

This refers to any event for which a compensation fund has already been set up under relevant government legislation, whether in South Africa or any other country where the policy applies. An example of such legislation in South Africa is the War Damages Insurance and Compensation Act (Act 85 of 1976).

### **Nuclear risks**

These are risks associated with the nuclear industry in general.

They include nuclear-weapons material; ionisation, radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste; and combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission or fusion.

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

Generally, this refers to loss or damage to property, death or bodily injury or liability directly or indirectly related to or caused by riots, political acts, war, public disorder, terrorism or any attempted act of this kind for which we cannot reasonably be held responsible. They include:

- Civil commotion, labour disturbances, riot, strike, lockout or public disorder, or any act or activity which is calculated or directed to bring about any of the foregoing
- War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
- Mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law, or state of siege, insurrection, rebellion or revolution
- Any act or attempted act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any state or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence
- Any act or attempted act which is calculated or directed to bring about loss or damage or bodily injury, in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof
- The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above
- Any act of terrorism. An act of terrorism means the use of threat or violence or force for political, religious, personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.

## Sasria (applies only in South Africa)

### **UNUSUAL EVENTS**

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Sasria covers you for extraordinary, unusual insurance events.

They include any damage to your insured property caused by events such as riots, strikes, public disorder, or any kind of civil commotion or political unrest.

Sasria cover is part of your policy and applies in South Africa only. Please turn to page 135 for the full list of cover as described by Sasria itself.

## WHAT YOU CAN CLAIM FOR

## What you can claim for

---

Household contents	24
All Risks	41
Buildings	51
Personal computers	67
Motor	74
Personal liability	102
Personal accident	115
Pleasure-craft	124



## Household Contents

**The section deals with insurance cover for the contents of your home**

### What are "household contents"?

These are your household goods, personal property and equipment, money and negotiable instruments, and may also include various fixtures and fittings if you ask for these to be covered.



## Household contents

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Key terms to understand	26
How much we pay	27
What we cover you for	28
Additional cover you can choose	31
We also cover you for	33
What is not covered	37
Your specific responsibilities	38

## Key terms to understand

<b>You</b>	Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you
<b>Home</b>	The house or other domestic building or place in which you live or reside
<b>Outbuildings</b>	Any other domestic buildings on the grounds of your home, such as offices, consulting rooms or sheds
<b>Standard construction</b>	Means that all buildings have been built with: <ul style="list-style-type: none"><li>○ walls of brick, stone or concrete and</li><li>○ roofs of slate, tile, concrete, asbestos or metal</li></ul>

## How much we pay

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

### Example

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

### Pairs and sets

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

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

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

### Example

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

### What if you are under-insured?

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

### Example

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

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

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

## What we cover you for

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

<b>1.</b>	<b>Fire</b>	
	- Fire, lightning or explosion	29
<b>2.</b>	<b>Weather</b>	
	- Storm, wind, water, hail; earthquake	29
<b>3.</b>	<b>Leaks, flooding</b>	
	- Overflowing of water apparatus; leakage of oil	29
<b>4.</b>	<b>Impact</b>	
	- Impact with the building; falling trees	29
<b>5.</b>	<b>Theft</b>	
	- Pay-out up to the sum insured	30
	- Limited pay-out	30
	- Limited pay-out following forced entry or exit	30

**1. Fire**

*Fire, lightning or explosion*

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

**2. Weather and earthquake**

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

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

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

You are also covered for loss or damage to your contents arising from an **earthquake**. However, this excludes earth tremors caused by mining operations.

**3. Leaks, flooding**

*Overflowing of water apparatus; leakage of oil*

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

**4. Impact**

*Impact with the building; falling trees*

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

**5. Theft**

*From your home; elsewhere on the property;*

**Theft pay-out depends on circumstances**

The exact amount we pay out for theft always depends on the underlying circumstances. Sometimes we pay out up to the full amount insured – for example, when the theft occurs at your home. At other times, we pay less than the full sum insured, or simply a limited amount – for example, when the theft occurs away from your home. These lesser amounts are spelled out in the LIMIT SECTION.

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

### *From your home*

You are covered for loss or damage to the contents of your home that is caused by theft from your home, provided there are clear signs of forced entry or exit.

#### **Forced entry**

Forced entry occurs when your home is unoccupied, and someone gains entry by forcing or breaking something (like a window or lock). It also occurs when you (or friends or family) are at home, and someone gains entry by threatening you (as in an armed robbery), for example.

There may be times when the only people at your home are workers, such as your domestic employees or a contractor. In these cases, if anyone gains access to your home, it will not qualify as forced entry.

## **Limited pay-out**

### *Elsewhere on the property*

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

- Theft of outdoor furniture, implements and equipment; laundry; garden tools and implements; and swimming pool equipment, such as safety nets and covers.

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

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

- your outbuildings.

## Additional cover you can choose

### **Applies only if specified**

In addition to the standard cover outlined in the preceding pages, you can also choose to be covered for loss and damage in the cases listed below.

Check your schedule now to see if you have chosen this additional cover:

Accidental damage inside your home	32
Subsidence and landslip	32



### **Accidental damage inside your home**

Your contents are covered for accidental loss or damage, excluding theft, whether inside your home or elsewhere on the property.

### **Pay-out is limited**

We will not pay more than the amount in the LIMIT SECTION.

Accidental damage does not include any of the following:

#### *Certain specific events*

- depreciation, or gradual causes such as wear and tear, deterioration, rust, rising damp and mildew, corrosion or decay
- damage caused by moths, vermin or insects
- a cleaning, repairing or restoration process
- cracking or scratching (unless caused by theft, attempted theft, fire or explosion) of glassware, glass or other brittle articles other than jewellery, cameras, fixed glass or TV sets
- mechanical, electrical or electronic breakdown of electronic equipment, unless otherwise stated in the schedule
- the cost of reproduction or repair of data or software
- loss or damage caused by domestic animals
- loss or damage caused by wild animals or reptiles

#### *Loss or damage claimable elsewhere in the policy*

- any loss or damage you can claim for in this section, or any other section of the policy.

### **Subsidence and landslip**

You are covered for loss or damage to contents on your property caused by subsidence (when the ground sinks) and landslip (when the ground slides). However, this cover does not apply when the subsidence or landslip results from:

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

If required, you will have to prove that the loss or damage was caused by subsidence, landslip or heave (the upward movement of the soil under the building).

## We also cover you for

Accidental damage to audio-visual equipment	34
Accidental damage to aerials and satellite dishes	34
Accidental damage to glass tops	34
Clearing-up costs	34
Credit/debit-card fraud	34
Damage to guests' property	34
Domestic worker's property	34
Emergency services	34
Full-house (bowls)	34
Garden damage	35
Hole-in-one (golf)	35
Keys, locks and remote controls	35
Liability to third parties	35
Money	35
Office contents	35
Personal documents	35
Power surge	35
Refrigeration contents	35
Rent	36
Security guards	36
Trauma counselling benefit	36
Veterinary expenses and medical benefit	36
Water leakage from underground pipes	36

### **All pay-outs limited**

The pay-outs for the insured events described below are limited to the amounts specified in the LIMIT SECTION.

### **Accidental damage to audio-visual equipment**

You are covered for accidental damage that occurs in your home to television sets, video recorders, decoders and sound-reproducing equipment.

However, this excludes damage due to mechanical, electrical or electronic breakdown.

### **Accidental damage to aerials and satellite dishes**

You are covered for accidental damage that occurs on your premises to television aerials or satellite dishes belonging to you.

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

You are covered for accidental damage that occurs in your home to mirrors or sheet-glass that forms part of furniture or an appliance.

### **Clearing-up costs**

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

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

We will pay you for losses arising from the fraudulent use of your credit card or debit card, during any 12-month period of insurance. However, this does not include fraudulent use as a result of you being tricked into parting with your card security information such as skimming or phishing. We do not cover any fraudulent use if you are entitled to claim under another policy or cover.

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

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

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

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

### **Emergency services**

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

### **Full-house (bowls)**

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

### **Garden damage**

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

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

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

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

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

### **Liability to third parties**

You are covered as a tenant for liability to third parties, such as members of the public and the property owner. The details are described under the Personal Liability section on page 102.

### **Money**

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

### **Office contents**

We will pay for loss or damage to any goods or equipment in your home that are legitimately used for office purposes – for example, in your home profession or any one-person business that you run on the premises.

### **Personal documents**

Following an insured event, we will pay for the cost of any materials and labour necessary to reinstate or obtain duplicates of your personal documents.

### **Power surge**

We will pay for damage to your household contents that is caused by an electricity power surge on the distribution line of any public authority.

### **Refrigerator contents**

We will pay for food that has gone off in your refrigerator or freezer as a result of mechanical or electrical breakdown, or a prolonged loss of electrical power.

This cover does not apply if your electricity has been cut off because you haven't paid your bill, or there is load-shedding by any public authority for less than 24 hours.

Damage to your fridge or freezer as a result of the power loss is not covered.

**Rent**

If your home becomes uninhabitable because of the effects of loss or damage as result of an insured event, we will cover you for the rental cost of living in alternative similar accommodation. This cover will apply until your home becomes habitable once more.

**Security guards**

If you need to employ security guards on your property to keep it safe as a result of an insured event, we will pay that cost – as long as it is both necessary and reasonable.

**Trauma counselling benefit**

We will pay for professional counselling to help you cope with trauma if you should be the victim of theft, attempted theft, hold-up or hijacking.

**Veterinary expenses and medical benefit**

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

- person, excluding yourself, caused by your domestic animals
- guest or visitor caused by any defect in your home
- domestic employee in the course of their employment.

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

**Water leakage from underground pipes**

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

- the additional charge for the latest quarter must exceed the average of the last four quarters by at least 50%
- the additional charges are not caused by:
  - leaking taps, geysers, toilet systems or swimming pools
  - loss of water from swimming pools or their pipes
- your home is not unoccupied for more than 60 days
- you immediately trace the leak and repair it at your own expense
- we will not pay for more than two events in any 12-month period.

## What is notcovered

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

You are not covered for loss or damage resulting from the following:

- mechanical or electrical breakdown (unless specifically stated in the schedule)
- vermin, insects, mildew, damp, wet or dry rot, or any other gradually operating cause.

### **Certain specific items**

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

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

### **Loss or damage from non-standard construction**

Your policy is valid only if your home and outbuildings are of standard construction – i.e. the walls and roof are solidly built of material such as brick, stone or metal (see definition on page 26). Any exceptions to this requirement must be specified in the schedule.

### **Thatched roof**

You cannot claim for loss or damage if your home has a thatched roof, unless this is specifically mentioned in the schedule.

### **Jewellery, rugs, etc. covered up to 30%**

We will not pay you for more than 30% of the sum insured for loss or damage to precious metals and stones, jewellery, watches, furs, rugs and carpets.

### **Personal computer equipment covered up to 10%**

We will not pay you more than 10% of the sum insured for loss or damage to computer equipment unless you have specifically asked for it to be increased. If you are unsure, please check your schedule.

## Your specific responsibilities

### **Tell us if you change your address**

You must tell us immediately if you permanently move to a new address. We may impose new terms, premiums and conditions.

### **Keep jewellery in a safe**

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

### **Provide us with jewellery certificates**

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

### **Have these minimum security measures**

You must have the minimum security measures as stated in the schedule in place on your property at all times, fully maintained and in working order:

#### *burglar bars and security gates*

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

OR

#### *alarm system*

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

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

**Do not leave the property unoccupied**

Unless we have agreed to it, you will not be able to claim for theft from your home or any other home on the property if it is left unoccupied for more than 60 consecutive days during any 12-month calendar period. We may charge an additional premium to extend the cover.

Please note that the presence of your domestic worker on the property does not constitute occupation, even if they are living in any of the outbuildings, or in their domestic quarters.

**Definition of “unoccupied”**

Your home is unoccupied if you or any of the people who usually live there have all gone out, leaving it empty – for example, shopping for a few hours or on holiday for a few weeks. The presence of a domestic worker in the staff quarters or outbuildings does not change this definition.

**Monitor the risk profile of your tenants**

You must advise us as soon as possible of any change to the risk profile of any tenant residing on your property. An example is if your tenant changes the security arrangements. In such cases, we may impose additional terms and conditions.





## All Risks

**The section deals with insurance cover for a wide range of accidental damage**

### What is “All Risks”?

This covers a wide range of accidental loss or damage that typically occurs away from your home. It tends to involve items that you wear or carry, such as watches, handbags or accessories. The policy wording is **very strict** around the kind of loss or damage covered, and which of your many personal items you may claim for.



Key terms to understand	43
Paying out after a claim	44
What we cover you for	46
Which items of your property are insured	47
What is not covered	48
Your specific responsibilities	49

## Key terms to understand

<b>You</b>	Includes your spouse and members of your immediate family who reside with you, and are financially dependent on you
<b>Unspecified property</b>	Clothing and personal effects that are either worn or carried with you. These tend to be low-value items such as pens, make-up and handbags. Unspecified property may also include sports equipment
<b>Specified property</b>	Any item of property that is specifically listed in your schedule. These tend to be of high value, and typically include jewellery, watches and laptops

Make sure you understand the difference  
between SPECIFIED and UNSPECIFIED

## Paying out after a claim

### How much we pay

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

For any claim under Unspecified Property, we will pay up to 20% of the sum insured for any one item. If you have chosen a sum insured of R10 000 we will pay up to R2 000 (20%) for any one item. This pay-out will never exceed the amount in the LIMIT SECTION.

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

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

#### Example

##### *Unspecified item*

If you have lost a watch that costs R2 000 to replace, and your limit is R2 000 (20% of the sum insured of R10 000), we will pay the full R2 000. This pay-out will never exceed the amount in the LIMIT SECTION.

##### *Specified item*

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

### Pairs and sets

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

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

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

#### Example

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

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

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

**Being under-insured**

Your diamond ring is insured with us for R40 000, but the cost to replace it is R80 000.

This means you are under-insured by half (or 50%). So if R10 000 worth of the diamonds are lost, we can pay out only half of R10 000 – or R5 000. Equally, if the ring is lost, we pay only half of the replacement value of R80 000 – or R40 000.

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## What we cover you for

### **Loss or damage worldwide**

We cover you for loss or damage anywhere in the world, from any accidental cause that is not specifically excluded in this section.

This even includes loss or damage that occurs while you are visiting overseas, so long as the duration of your stay does not exceed six months.

If you are overseas for more than six months, your All Risks cover is valid only in South Africa.

## Which items of your property are insured

### Unspecified property

Unspecified property means everyday items of clothing and personal effects normally worn by or carried on one's person. It includes sports equipment – but you can't claim for it if it breaks while you are playing.

Unspecified property also includes the items described below, but pay-outs for these items are limited to the amounts specified in the LIMIT SECTION:

- money, credit cards, debit cards, phone cards, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, manuscripts and documents of any kind.

The following items are **not covered** under unspecified property:

- vehicle sound equipment, cassette tapes, or any other electronic device or disk that can be held in the hand.
- any spectacles, sunglasses or contact lenses that have not been prescribed by an optician
- stamp or coin collections
- pedal-cycles
- mobile electronic equipment such as laptops, mobile phones, tablets, iPods, navigation devices, etc.
- sports equipment, if it breaks while you are playing
- property that is more specifically insured.

If you need cover for any of these items, you must specify them.

### Specified property

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

This includes **caravan contents** such as household goods, whether in the caravan itself or the side tent.



## What is not covered

### The following specific items

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

- vehicles, motorcycles, scooters, three-wheeled vehicles, quad-bikes, golf carts, trailers, caravans, hang-gliders, aircraft or pleasure-craft – or any of their fitted equipment and accessories
- cameras and photographic equipment used for professional purposes or for reward.

### The following events

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

- termites, insects, vermin, moths, or fumes
- flaws or defects, whether present when the item was new or discovered afterwards
- fluctuations in atmospheric or climatic conditions, or the effects of light
- any process of cleaning, dyeing or renovating
- the bursting, rusting, corrosion or deterioration of any firearm
- defective design, specification, construction or material
- lack of maintenance or upgrading
- any type of virus or malware (harmful software such as viruses or Trojans)
- chipping, scratching, denting or breakage of porcelain or similar articles of a fragile nature
- theft from an unattended vehicle unless:
  - the vehicle is locked, and
  - the insured property is out of view and concealed in a locked boot or locked compartment, and
  - there are clear signs of forced entry
- theft of pedal-cycles (or any of their parts), unless they are locked away in a building or securely locked to an immovable object
- electrical, electronic or mechanical breakdown, unless accompanied or caused by other insured damage.

## Your specific responsibilities

### **Be aware of your responsibilities**

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

### **Keep jewellery in a safe**

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

### **Provide us with jewellery certificates**

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

### **Jewellery kept in a safe deposit**

If items are kept in a bank safe deposit and indicated in the schedule as "BANK", the cover will be valid only if they were actually in the bank safe deposit at the time of loss, theft or damage.



## Buildings

**This section deals with insurance cover for the structure and fixtures of your home**

### What is meant by “building”?

The building is essentially the structure of your home – from the foundations and floors to the walls, ceilings and roof. It includes all solid infrastructure on the property, from gates to swimming pools, as well as the pipes, fixtures and fittings attached to them.



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Key terms to understand	53
Paying out after a claim	54
What we cover you for	56
We also cover you for	59
Additional cover you can choose	62
What is not covered	64
Your specific responsibilities	65

## Key terms to understand

<b>You</b>	The person in whose name the policy is issued
<b>Building</b>	Your private home, with all its infrastructure, fixtures and fittings (see full list below) of standard construction
<b>Risk address</b>	The address in your schedule
<b>Standard construction</b>	Means that all buildings have been built with: <ul style="list-style-type: none"><li>○ walls of brick, stone or concrete</li><li>○ roofs of slate, tile, concrete, asbestos or metal</li></ul>

### The building includes:

- outbuildings, landlord's fixtures and fittings
- water, sewerage, electricity and gas connections
- paths and driveways constructed of brick, concrete, pavers, asphalt or stone (not gravel)
- walls, gates and fences (excluding hedges)
- swimming pools (excluding portable pools or those above ground level)
- fixed filtration plant and water-pumping machinery (excluding automatic pool cleaners)
- pool safety nets and covers
- tennis courts, sauna and spa baths.

## Paying out after a claim

### How much we pay

We pay out based on the replacement cost of the part of your building that is damaged.

#### Example

If your claim is for a new wall that costs R10 000 to replace, we will pay you R10 000 so that you can have a new one built – even if the damaged wall is old and worth a lot less.

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

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

#### Example

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

### Bank may be paid out before you

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

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

### What if you are under-insured?

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

#### Example

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

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

### **Rebuilding your damaged home**

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

- rebuilding starts within 6 months
- the total cost will not exceed the cost of bringing the building back to its original condition
- we will not make any payment to you until you have actually incurred the costs
- you must make satisfactory arrangements to pay your rateable share of the loss before rebuilding starts. As an example, if you have to pay R50 000 as your portion of the damage, you must prove that you have the money available before work can go ahead.



## What we cover you for

We cover you for building damage caused by any of the following, subject to the limits and conditions listed in the schedule:

<b>1.</b>	<b>Fire</b>	
	-	Fire, lightning or explosion 57
<b>2.</b>	<b>Weather</b>	
	-	Storm, wind, water, hail 57
<b>3.</b>	<b>Earthquake</b>	
	-	Excludes tremors from mining operations 57
<b>4.</b>	<b>Impact</b>	
	-	Impact with the building; falling trees 57
<b>5.</b>	<b>Leaks, flooding</b>	
	-	Overflowing of water apparatus; leakage of oil 57
<b>6.</b>	<b>Theft</b>	
	-	of any part of the building 58

## Buildings

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### 1. **Fire**

*Fire, lightning or explosion*

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

### 2. **Weather**

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

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

However, this excludes loss or damage:

- to gates, fences or retaining walls
- caused by movement of the land supporting the building, even if it is caused by storm or flooding (this exclusion does not apply to the removal of land supporting the building by flowing surface water)
- caused by subsidence or landslip, unless stated in the schedule.

### 3. **Earthquake**

*Excludes effects of mining operations*

You are covered for building damage that is caused by an earthquake. This excludes the effects of any earth tremors that result from mining operations in the area.

### 4. **Impact**

*Impact with the building; falling trees*

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

### 5. **Leaks, flooding**

*Overflowing of water apparatus; leakage of oil*

You are covered for building damage that is caused by leaks and flooding. Examples are bursting pipes, overflowing water tanks, exploding geysers and sudden leakage of oil from heaters.

However, this cover does not include loss or damage to the leaking items. So if a leaking oil heater damages your parquet floor, we will pay for repairing or replacing the floor, but not the heater.

Damage to geysers caused by bursting is covered up to the amount in the LIMIT SECTION.

**6. Theft**

*Of any part of the building*

You are covered for the theft (or attempted theft) of any part of the building – for example, the motor from your front gate, the bricks of your driveway or the fitted carpets in your house.

There must be clear signs of forced entry to or exit from the building when the building is lent, let or sub-let other than to a maximum of 3 paying guests, lodgers or boarders.

## We also cover you for

Damage to garden	60
Demolition and professional fees	60
Emergency-services expenses	60
Glass and sanitary-ware	60
Liability to third parties	60
Public supply or mains connections	60
Removal of fallen trees	60
Rent	61
Security guards	61
Tracing of water leaks	61
Water leakage from underground pipes	61
Water-pumping machinery	61

In addition to the standard cover outlined in the preceding pages, you are also covered for the following, subject to the relevant conditions and limits in the LIMIT SECTION.

### **Damage to the garden**

We will pay for any damaged trees, shrubs or plants that need to be replaced after a valid claim, so long as the claim wasn't caused by theft or attempted theft.

### **Demolition and professional fees**

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

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

### **Emergency-services expenses**

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

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

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

This cover does not apply when:

- the building is unfurnished or unoccupied
- the building or any of the outbuildings are being structurally altered.

### **Liability to third parties**

You are covered as a property owner for liability to third parties, such as members of the public. The details are described under the Personal Liability section on page 102.

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

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

### **Removal of fallen trees**

We will pay for the cost of removing fallen trees from your property after an insured event. This is provided that the costs are necessary and reasonable, and that you first obtain our written consent. The limit applies to any 12-month period.

### **Rent**

If your home becomes uninhabitable because of damage to the building as result of an insured event, we will cover you for the rental cost of living in alternative similar accommodation. This cover will apply until the building becomes habitable once more.

Similarly, if any building on your property that earns you rental income – for example, a cottage – becomes uninhabitable, you will be covered for the loss of that rental income. This cover will apply until the building in question becomes habitable once more.

The cover in this section does not apply when the building or any of the outbuildings are being structurally altered.

### **Security guards**

If you need to employ security guards on your property to keep it safe as a result of an insured event, we will pay that cost – as long as it is both necessary and reasonable.

### **Tracing of water leaks**

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

### **Water leakage from underground pipes**

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

- the additional charge for the latest quarter must exceed the average of the last four quarters by at least 50%
- the additional charges are not caused by:
  - leaking taps, geysers, toilet systems or swimming pools
  - loss of water from swimming pools or their pipes
- your home is not unoccupied for more than 60 days
- you immediately trace the leak and repair it at your own expense
- we will not pay for more than one event every 12 months.

### **Water-pumping machinery**

We will pay for accidental destruction or damage to domestic, fixed water-filtration machinery or water-pumping machinery. This excludes automatic pool cleaners, as well as any damage resulting from wear and tear.

## Additional cover you can choose

### **Applies only if specified**

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

### **Subsidence and landslip**

#### ***Extended cover***

You are covered for loss of or damage to the building caused by subsidence, landslip or heave of the land supporting it. However, you are not covered if this is caused by:

- normal settlement, shrinkage or expansion of the building
- structural alterations, additions or repairs
- the compaction of infill
- defective or faulty design, materials or workmanship
- excavations other than mining operations
- removal or weakening of support to the building.

In addition, we are not liable for loss or damage to septic and conservancy tanks, or drains and water courses, unless the building is damaged at the same time by the same insured event. Any damage that existed before your policy started is not covered.

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

#### **Subsidence, landslip and heave**

Subsidence means sinking – i.e. the vertical, downward movement of soil. It includes settlement, which is a lateral movement.

Landslip means the sliding down of a mass of land. It is, in effect, a small landslide, and it typically occurs on a slope.

Heave means the upward movement of soil supporting the dwelling.

### **Subsidence and landslip**

#### ***Limited cover***

You are covered for loss or damage to the building caused by subsidence, landslip or heave of the land supporting it. However, you are not covered if this is caused by:

- normal settlement, shrinkage or expansion of the building
- structural alterations, additions or repairs
- the compaction of infill
- defective or faulty design, materials or workmanship
- excavations other than mining operations
- removal or weakening of support to the building
- contraction or expansion of soil, clay or similar types of soil
- moisture or damp.

In addition, we are not liable for:

- loss or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences or retaining and screening walls – unless the building is damaged at the same time by the same event
- loss or damage to solid floor slabs or any part of the building resulting from the movement of the slabs, unless the foundation supporting the external walls are damaged by the same cause at the same time
- damage that existed before your cover started
- work necessary to prevent further loss or damage from subsidence, landslip or heave, except where appropriate design precautions were implemented during the original construction of the building or any subsequent additions to it.

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

#### **Subsidence, landslip and heave**

Subsidence means sinking – i.e. the vertical, downward movement of soil. It includes settlement, which is a lateral movement.

Landslip means the sliding down of a mass of land. It is, in effect, a small landslide, and it typically occurs on a slope.

Heave means the upward movement of soil supporting the building.



## What is not covered

### Loss or damage caused by

*Lack of maintenance, non-standard construction, nobody at home, etc.*

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

- the building not being maintained properly
- the building being of non-standard construction, unless stated in the schedule
- the building being unoccupied for more than 60 consecutive days during any 12-month period, unless we have agreed to it (see definition below)
- defective design, specification, construction or material.

#### Definition of “unoccupied”

Your home is unoccupied if you or any of the people who usually live there have all gone out, leaving it empty – for example, shopping for a few hours or on holiday for a few weeks. The presence of a domestic worker in the staff quarters or outbuildings does not change this definition.

## Your specific responsibilities

### **Monitor the risk profile of your tenants**

You must advise us as soon as possible of any change to the risk profile of any tenant residing on your property. We may impose additional terms and conditions.

### **Notify us about any improvements to your home**

If you increase the value of your home through any alterations, extensions or improvements, we will increase your cover by up to 20%, provided that you tell us immediately and pay any additional premium required.

### **Comply with national building regulations**

You must take all reasonable steps to ensure that the building complies with national building regulations, and that your building plans have been approved by the local authority.



## Personal Computers

**The section deals with insurance cover for your personal computer**

### What is your “personal computer”?

This refers to your desktop or laptop, as well as associated accessories such as printers, screens and software.

The cover here is not only for accidental damage, but also electronic breakdown, such as a hard-disk crash.



Key terms to understand	69
Paying out after a claim	70
What we cover you for	71
What is not covered	72

## Key terms to understand

<b>You</b>	Includes your spouse and members of your immediate family who normally reside with you, and are financially dependent on you
<b>Computer</b>	Your computer itself, as well as the monitor, keyboard, peripherals and any specified programs or software

## Paying out after a claim

### How much we pay

If your personal computer is damaged or lost, we will pay you out based on the replacement cost.

### How we pay

We can decide to replace your computer for you; alternatively, we will give you the money and you can purchase a new one yourself if we cannot repair it.

#### Example

If you have lost a laptop that costs R8 000 to replace, we will pay you R8 000 or buy you a new one.

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

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

#### Example

If you successfully claim R8 000 for a lost laptop, and the excess for that claim is R1 000, your net pay-out from us will be R7 000.

### What if you are under-insured?

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

#### Example

Your laptop is insured with us for R6 000, but the cost to replace it is R12 000.

This means you are under-insured by half (or 50%). So if it costs R8 000 to fix, we can pay out only half of R8 000 – or R4 000. Equally, if the laptop is stolen, we pay you only half of the R12 000 replacement cost – or R6 000.

This is known as the principle of average.

### Six months to replace your computer

If we choose to have your lost or damaged computer replaced by us, you have up to six months in which to do so. Once that deadline passes, we will pay you only the market value of the computer before the loss or damage.

## What we cover you for

### **STANDARD COVER**

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#### **Accidental loss or damage**

We cover you for accidental loss or damage anywhere in the world, from any cause that is not specifically excluded.

For example, you are covered if you drop your computer and break it, spill coffee on it, or it is stolen at home or at work.

### **ADDITIONAL COVER**

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#### **Limits apply**

You can also choose the additional cover below; note, though, that any pay-outs for this cover are limited to the amounts specified in the LIMIT SECTION.

#### **Reinstatement of data**

These are necessary costs and expenses incurred by you to reinstate data or programs lost as a result of accidental erasure. This is on condition that the lost data or programs were not caused by:

- program errors
- a virus or malware (harmful software such as viruses or Trojans)
- intentional cancellation, corruption of data or incorrect entry.

#### **Ensuring compatibility between your old and new computer**

As part of getting your new computer operational, we can also cover you for any reasonable costs incurred to ensure that it is fully compatible with your old one.

For example, you may need to change elements of your new computer, replace licensed programs or restore data that has become inaccessible on your old computer.



## What is not covered

You are not covered for any of the following scenarios:

- if you use the computer for any purpose other than personal use, or for your home industry or professional home use
- loss or damage that is already provided for under a maintenance or lease agreement
- theft from your place of employment, unless there are clear signs of forced entry into or exit from the building
- any loss from an unattended vehicle, unless there are clear signs of forced entry to a locked boot or compartment where the item was concealed
- loss or damage from:
  - the development of poor contacts, or the scratching of paint or polished surfaces
  - any process of cleaning, maintenance or upgrading
  - any type of virus or malware (harmful software such as viruses or Trojans)
- parts that have a short life, unless this is a result of other insured damage to the computer that happened at the same time
- any loss incurred as a result of your not being able to use your damaged computer
- damage or liability of any kind that isn't specifically provided for here.



## Motor

### The section deals with insurance cover for your motor vehicle

#### What is “motor vehicle”?

This is the vehicle that you drive most of the time. It can be a car, a 4x4 or a motorcycle. The insurance cover applies not just to the vehicle, but also to associated events such as breakdowns, roadside assistance and emergency hotel accommodation.



## Motor

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Key terms to understand	76
Conditions of use of your vehicle	77
What is not covered	78
Your specific responsibilities	80
Paying out after a claim	82
Comprehensive cover	83
Third party, fire and theft	92
Third party	98

## Key terms to understand

<b>You</b>	Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you
<b>Third party</b>	Someone other than yourself who is involved in an insured event – for example, an injured pedestrian or the driver of a car that is involved in an accident with you
<b>Write-off</b>	Your vehicle is so badly damaged that it cannot be repaired economically; or it has been stolen and cannot be recovered

### Vehicle – full definition

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

- a private car, minibus or similar vehicle designed to carry up to 12 people, including the driver
- a station wagon, motorised caravan, 4x4 vehicle, 4x2 vehicle, or light delivery vehicle, with a gross vehicle mass of no more than 3 500 kg
- a trailer or caravan which is not self-propelled, and which is designed or adapted for towing by a vehicle as described above
- a motorcycle, scooter, quad-bike, three-wheeled vehicle or golf cart
- any vehicle that is temporarily used by you as a replacement while your insured vehicle is out of use for the purpose of overhaul, upkeep or repair up to the sum insured in the schedule.

## Conditions of use of your vehicle

### How you may use your vehicle

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

- **Private**  
Private use (social, domestic, pleasure), as well as emergency travel to and from work.
- **Private and work**  
Private use (social, domestic, pleasure), as well as all travel to and from work.

*Note that in both of the above categories, the following uses are excluded:*

Travel for business or professional purposes; commercial travel; renting the vehicle out; the carrying of passengers for hire; the carrying of fare-paying passengers; paid driving instruction; racing; speed or other contests; rallies; trials; or while in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle.

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

However, it does not include renting the vehicle out; the carrying of passengers for hire; the carrying of fare-paying passengers; paid driving instruction; racing; speed or other contests; rallies; trials; or while in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle.

If you are unsure of the category of use that applies to your vehicle, please check the schedule.

### **No carrying of explosives or hazardous goods**

You may not, under any circumstances, use your vehicle to carry explosives or hazardous goods. Examples of such goods are nitroglycerine or dynamite; chemicals or compressed gas; gas in liquid form; hazardous waste and liquid petroleum.

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

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

### **No carrying of fare-paying passengers**

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

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

## What is not covered

### SPECIFIC EXCEPTIONS

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#### Risks for your own expense

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

- depreciation; wear and tear; gradually operating causes; mechanical, electrical or electronic breakdown, failure or breakage
- damage to the engine, suspension, or tyres and rims, unless some other part of the vehicle is damaged at the same time
- theft of spares or accessories of your vehicle, unless the vehicle is stolen at the same time
- loss or damage arising from the fact that your vehicle is unroadworthy, or hasn't been maintained
- loss or damage arising from the fact that your vehicle was defectively designed or constructed
- loss or damage resulting from the actions of domestic pets – for example, scratching, biting, chewing, tearing or soiling
- exposing your vehicle to situations that clearly have a high risk of loss or damage associated with them, such as crossing a swollen river or dune-bashing. If we maintain that you have exposed your vehicle to such situations, you have to prove the contrary.

#### Driving under the influence

There is no cover for loss, damage, injury or liability that arises when you are driving or towing your vehicle while:

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

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

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

### **The following instances of liability**

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

- compensation payable by any compulsory motor-vehicle insurance legislation
- death of, or bodily injury to:
  - a member of your family who usually resides with you
  - any person being carried in a vehicle, a trailer or caravan, or on the pillion of any motorcycle, scooter, three-wheeled vehicle, quad bike or in a golf cart
  - any person on or getting in or out of a motorcycle, scooter, golf cart, three-wheeled vehicle or quad-bike
  - an employee, other than domestic staff of you or your family, who is killed or injured in the course of their employment
  - any person who has the right to claim from the Road Accident Fund Act, 56 of 1996, or any similar legislated fund, regardless of whether it is financially able to pay the compensation that is being sought
  - death of, or bodily injury to any person, arising directly from the fact that your vehicle is unroadworthy
- damage to property belonging to your family or that is in your custody or held in trust
- damage to property arising directly from the fact that your vehicle is unroadworthy
- damage to property carried in your vehicle, or any trailer or caravan attached to it
- loss or damage arising from the fact that your vehicle is unroadworthy or not maintained.

### **Sea, airports and mines**

We do not cover you for any loss or damage, injury or liability if your vehicle is:

- transported by sea (other than between ports within South Africa)
- driven on an aviation apron or runway
- driven underground in a mine.



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## Your specific responsibilities

### **We for your own expense**

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

### **Check your security/tracking device**

In the event of a claim, you must be able to prove to us that any security or tracking device required by us:

- was already installed at the time of the event, and was activated and working
- is self-testing, or had been tested within the previous 6 months.

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

### **You must have a driver's licence**

In the event of a claim, you must be able to show us that you had a valid driver's or learner's licence at the time. For the learner's licence, you must be able to show that you were accompanied by a licensed driver. You must also be able to prove that you have not been charged or convicted of reckless or negligent driving. This also applies to any person who may drive your vehicle with your consent.

### **Notify us of certain traffic offences**

You must notify us if any of the following occurs:

- you have had your driver's licence endorsed, suspended or cancelled
- you have been charged or convicted of reckless or negligent driving
- you have been charged for driving under the influence
- you have been charged for driving while your blood alcohol concentration exceeded the legal limit
- you have failed a breathalyser test.

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

### **Unauthorised use of your vehicle**

If anyone uses your vehicle without your knowledge or consent, you must lay a criminal charge against them within 48 hours. You may not withdraw the charge, even if your vehicle is later returned to you.

### **Be aware of the limits of indemnity**

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

In other words, you will be paid out first, according to your limit, even if it means that the other person gets less than they are entitled to.

**Take out separate insurance in neighbouring countries**

If your vehicle is lost or damaged in one of the neighbouring countries where this policy is valid, the following conditions apply:

- if separate third-party liability insurance specific to the country concerned is required, we will not indemnify you for any legal liability that you may incur while using your vehicle there; so you are strongly advised to take out the required insurance in that country, and not rely on the cover of this policy
- we will compensate you for any amounts in excess of, or not recoverable from, the particular third-party liability insurance required, subject to the laws of South Africa; so if all you get is R10 000, but you claimed for R25 000, we will pay you the difference of R15 000
- if you have a valid claim, we may decide either to have the vehicle repaired in the country concerned, or have you bring it back to South Africa for repairs.

## Paying out after a claim

How we pay out after a claim depends on the type of insurance cover you have selected. The three types of cover are:

**1. Comprehensive cover**

You are covered for ALL accidental loss or damage to your vehicle, as well as liability to any third party.

83

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**2. Third party, fire and theft**

You are covered ONLY for accidental loss or damage to your vehicle caused by fire and theft, as well as liability to any third party.

92

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**3. Third party only**

You are NOT covered for accidental loss or damage to your vehicle; ONLY the third party is.

98

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If you are unsure of the cover that applies to you, please check the schedule.

## Comprehensive cover

**You are covered for ALL accidental loss or damage to your vehicle,  
as well as liability to any third party**

What we cover you for	84
How much we pay	85
Safeguarding your vehicle	86
Liability to third parties	87
We also cover you for	88
Additional cover you can choose	90

## **WHAT WE COVER YOU FOR**

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### **All loss and damage covered**

You are covered for accidental loss or damage to your vehicle from any accidental cause, as well as any resulting liability to third parties.

#### **Example**

You're travelling on the highway and smash into the car in front of you. We will pay for the damage to your car, as well as damage to the other car.

## **HOW MUCH WE PAY**

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### **Repairing or replacing your vehicle**

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

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

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

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

If your vehicle is more than 12 months old and cannot be repaired, we will pay you its retail value according to the Auto Dealers or Commercial Vehicle Guide (published by TransUnion Auto (Pty) Ltd).

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

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

### **If a part is not available**

If a part needed for the repair of your vehicle isn't available in South Africa as a standard (ready-made) part, we will pay an amount equal to the value of that part. We will also pay all reasonable costs to transport the part (but not by air).

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

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

#### **Example**

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

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

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

## **SAFEGUARDING YOURVEHICLE**

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### **Towing your vehicle to a place of safety**

#### ***Accident***

If your vehicle is immobilised and cannot be driven away as a result of an accident, we will pay for it to be towed to a place of safety. We will also pay for any emergency repairs that enable you to continue on your journey, but you must obtain a detailed quotation first.

This must not exceed the limit in the LIMIT SECTION.

#### ***Breakdown***

If your vehicle is immobilised as a result of a mechanical or electrical breakdown, we will pay for it to be towed to a place of safety. We will pay for this only once every 12 months, up to the limit in the LIMIT SECTION.

## **LIABILITY TO THIRDPARTIES**

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### **Pay-outs are always limited**

When you claim for liability to third parties, your pay-out will always be limited to a specific amount in any 12-month period. These amounts are stated in the LIMIT SECTION or schedule.

However, note that we may in some instances pay out less than the limit, if we decide that it represents a fair settlement, or if we decide that it is the best way to finalise a claim.

We may pay you the full limit or any lesser amount for which the claim may be settled to finalise a claim.

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

### **Accident, death, damage**

We will pay for your legal liability towards a third party if your vehicle is involved in an event that causes:

- bodily injury to any person, or the accidental death of that person
- damage to property
- fire or explosion.

### **Other people using your vehicle**

If someone else is driving your vehicle with your permission, they too will be covered for liability as described above, provided that they:

- have never, to your knowledge, been refused insurance
- are not entitled to compensation under any other policy
- comply with the terms of this policy.

### **Using a vehicle that does not belong to you**

We will pay for legal liability if you use a vehicle that does not belong to you, provided that:

- you are the driver at the time of the incident
- the vehicle is a private car or light delivery vehicle
- you do not own the vehicle, it is not leased to you, and you are not purchasing it in terms of a credit agreement
- loss or damage to the vehicle is excluded.



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**WE ALSO COVER YOU FOR**

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Window glass	89
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Sound equipment	89
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Limits apply to the following:

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– Emergency hotel expenses	89
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– Keys, locks and remote controls	89
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– Medical benefit	89
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– Trauma counselling	89
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In addition to the standard cover outlined in the preceding pages, you are also covered for the following.

### **Window glass**

You are covered for accidental damage to any fitted window glass, such as the windscreen and side windows. A claim for window glass will not affect your premium. (Refer to page 17)

### **Sound equipment**

We will pay for accidental loss or damage to any factory-fitted sound equipment in your vehicle. If the sound equipment is not factory-fitted, it must be specified separately in the schedule.

Any theft or attempted theft of the sound equipment must have been the result of forced and violent entry into the vehicle. A claim for sound equipment will affect your premium. (Refer to page 17)

### **Limits apply below**

We also cover you for the events listed below, but only up to the limits in the LIMIT SECTION.

### **Emergency hotel expenses**

We will pay for up to 2 days of necessary emergency hotel expenses if you are stranded more than 100 km from your home as a result of an accident, or the theft of your car that you are allowed to claim for. You can claim this cover only once every 12 months.

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

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

### **Medical benefit**

We will pay the medical benefit for any occupant of the vehicle who sustains bodily injury as a direct result of an insured event involving the vehicle.

### **Trauma counselling**

We will pay the benefit for prescribed professional counselling if you are the victim of a violent act of theft, attempted theft, hold-up or hijacking.

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**ADDITIONAL COVER YOU CAN CHOOSE**

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**Check your schedule**

The cover in this section applies only if you have specifically asked for it to be included as part of your policy. If you are unsure, please check your schedule.

**Paying off your vehicle**

If your vehicle is a write-off and you are still paying it off, we will settle the amount still outstanding. The amount paid out is calculated as if your credit agreement was an instalment agreement paid in equal instalments over a number of years.

It does not include:

- any arrear instalments or rentals (payments you may have missed as part of your credit agreement), or any interest still owing on them
- any premium refunds or recoveries from any insurance policy
- any higher amounts outstanding as a result of a residual/balloon payment<sup>1</sup>, credit agreement, or unequal instalments over the agreement period.

**Car hire**

We will arrange a rental car for you if your vehicle is damaged or stolen. The maximum capacity of the rental vehicle will not exceed 1600 cc.

The rental will be on an unlimited-mileage basis, excluding the cost of fuel, lubricants or maintenance, and subject to the standard conditions of the rental company.

Make sure you are fully aware of the terms and conditions of the rental contract you sign with the rental company to avoid not having cover in the event of loss or damage.

The rental must start within 21 days after a theft, or 10 days after an accident. It will end one day after your vehicle is repaired, replaced, or we have paid you.

The rental will not exceed 30 days for theft claims and 14 days for all other claims.

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<sup>1</sup> A final payment on a credit agreement that is significantly larger than the usual instalments, and pays off the entire debt.

**Extension of liability**

You are already covered for liability to third parties, as explained earlier on page 87. However, here we extend that cover to include not just you, but any organisation of which you are a director, a partner, a member of a close corporation or a sole proprietor. This is on condition that the organisation is not involved in the hiring of vehicles or the carrying of fare-paying passengers.

Note, too, that this extended cover does not apply to any loss or damage that is insured under any other policy – or would be but for the existence of this extended cover.

In all cases, this extended cover is only ever valid if the vehicle is being used in accordance with the conditions of use as described on page 77 applicable to the specific vehicle.

## Third party, fire and theft

**You are covered ONLY for accidental loss or damage to your vehicle caused by fire and theft, as well as liability to any third party**

What we cover you for	93
How much we pay	94
Safeguarding your vehicle	95
Liability to third parties	96
Additional cover you can choose	97

**WHAT WE COVER YOU FOR**

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**Third party, fire and theft**

You are covered for accidental loss or damage to the insured vehicle caused by fire and theft, as well as any resulting liability to third parties.

**Example**

If you are travelling on the highway and smash into the car in front of you, we will pay only for damage to the other car; that's because the damage to your car is not caused by fire or theft.

However, if your car is stolen from a shopping centre, we will pay for the loss because it is caused by theft.

## **HOW MUCH WE PAY**

---

### **Repairing or replacing your vehicle**

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

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

Once we have assessed your damaged vehicle following theft or fire, we may repair it if it makes economic sense – or we may replace it.

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

If your vehicle is more than 12 months old and cannot be repaired, we will pay you its retail value according to the Auto Dealers or Commercial Vehicle Guide (published by TransUnion Auto (Pty) Ltd).

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

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

### **If a part is not available**

If a part needed for the repair of your vehicle isn't available in South Africa as a standard (ready-made) part, we will pay an amount equal to the value of that part. We will also pay all reasonable costs to transport the part (but not by air).

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

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

#### **Example**

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

## **SAFEGUARDING YOURVEHICLE**

---

### **Towing your vehicle to a place of safety**

#### ***Accident***

If your vehicle is immobilised and cannot be driven away as a result of fire or attempted theft, we will pay for it to be towed to a place of safety. We will also pay for any emergency repairs that enable you to continue on your journey, but you must obtain a detailed quotation first. This must not exceed the limit in the LIMIT SECTION.

#### ***Breakdown***

If your vehicle is immobilised as a result of a mechanical or electrical breakdown, we will pay for it to be towed to a place of safety. We will pay this only once every 12 months, up to the limit in the LIMIT SECTION.



## **LIABILITY TO THIRDPARTIES**

---

### **Pay-outs are always limited**

When you claim for liability to third parties, your pay-out will always be limited to a specific amount in any 12-month period. These amounts are stated in the LIMIT SECTION or schedule.

However, note that we may in some instances pay out less than the limit, if we decide that it represents a fair settlement, or if we decide that it is the best way to finalise a claim.

We may pay you the full limit or any lesser amount for which the claim may be settled to finalise a claim.

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

### **Accident, death, damage**

We will pay for your legal liability towards a third party if your vehicle is involved in an event that causes:

- bodily injury to any person, or the accidental death of that person
- damage to property
- fire or explosion.

### **Other people using your vehicle**

If someone else is driving your vehicle with your permission, they too will be covered for liability as described above, provided that they:

- have never, to your knowledge, been refused insurance
- are not entitled to compensation under any other policy
- comply with the terms of this policy.

### **Using a vehicle that does not belong to you**

We will pay for legal liability if you use a vehicle that does not belong to you, provided that:

- you are the driver at the time of the incident
- the vehicle is a private car or light delivery vehicle
- you do not own the vehicle, it is not leased to you, and you are not purchasing it in terms of a credit agreement
- loss or damage to the vehicle is excluded.

## **ADDITIONAL COVER YOU CAN CHOOSE**

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### **Check your schedule**

The cover in this section applies only if you have specifically asked for it to be included as part of your policy. If you are unsure, please check your schedule.

### **Extension of liability**

You are already covered for liability to third parties as explained earlier on page 96. However, here we extend that cover to include not just you, but any organisation of which you are a director, a partner, a member of a close corporation or a sole proprietor. This is on condition that the organisation is not involved in the hiring of vehicles or the carrying of fare-paying passengers.

Note, too, that this extended cover does not apply to any loss or damage that is insured under any other policy – or would be but for the existence of this extended cover.

In all cases, this extended cover is only ever valid if the vehicle is being used in accordance with the conditions of use as described on page 77 applicable to the specific vehicle.

## Third party only

**You are NOT covered for accidental loss or damage to your vehicle;  
ONLY the third party is**

What we cover you for	99
Liability to third parties	100

**WHAT WE COVER YOU FOR**

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**Third party only**

You are NOT covered for accidental loss or damage to the insured vehicle; only the third party is.

**Example**

If you are travelling on the highway and smash into the car in front of you, we will pay only for damage to the other car. Your own vehicle is never covered, irrespective of any loss or damage it may sustain.

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## **LIABILITY TO THIRD PARTIES**

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### **Pay-outs are always limited**

When you claim for liability to third parties, your pay-out will always be limited to a specific amount in any 12-month period. These amounts are stated in the LIMIT SECTION or schedule.

However, note that we may in some instances pay out less than the limit, if we decide that it represents a fair settlement, or if we decide that it is the best way to finalise a claim.

We may pay you the full limit or any lesser amount for which the claim may be settled to finalise a claim.

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

### **Accident, death, damage**

We will pay for your legal liability towards a third party if your vehicle is involved in an event that causes:

- bodily injury to any person, or the accidental death of that person
- damage to property
- fire or explosion.

#### **Example**

If you're travelling on the highway and smash into the car in front of you, we will pay only for the damage to the other car. Your own vehicle is never covered, irrespective of any loss or damage it may sustain.

### **Other people using your vehicle**

If someone else is driving your vehicle with your permission, they too will be covered for liability as described above, provided that they:

- have never, to your knowledge, been refused insurance
- are not entitled to compensation under any other policy
- comply with the terms of this policy.

### **Using a vehicle that does not belong to you**

We will pay for legal liability if you use a vehicle that does not belong to you, provided that:

- you are the driver at the time of the incident
- the vehicle is a private car or light delivery vehicle
- you do not own the vehicle, it is not leased to you, and you are not purchasing it in terms of a credit agreement
- loss or damage to the vehicle is excluded.



## Personal Liability

**The section deals with insurance cover for personal liability**

### What is “personal liability”?

It is simply money that you may have to pay other people (third parties), if you should cause them any injury, loss or damage by accident, or through your own negligence.



## Personal liability

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Key terms to understand	104
Paying out after a claim	105
What we cover you for	106
What is not covered	111
Your specific responsibilities	113



## Key terms to understand

<b>You</b>	Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you
<b>Liability</b>	Refers to when you can be held legally liable for <b>accidental</b> loss or damage to property, or death or bodily injury to third parties

### The increasing cost of negligence

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

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

## Paying out after a claim

### **Pay-outs are always limited**

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

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

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

#### **Example**

Your dog runs out into the street and bites a passer-by. He has to go to hospital, and incurs medical expenses of R95 000. The LIMIT SECTION states that you are covered for this kind of event up to a maximum of R1 million. So we pay out the full R95 000.

## What we cover you for

General personal liability	107
Tenant's personal liability	108
Property owner's liability	109
Security-related liability	110

**GENERAL PERSONAL LIABILITY**

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**Accidental death, bodily injury or illness**

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

**Accidental loss or damage**

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

**Legal costs**

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

## **TENANT'S PERSONAL LIABILITY**

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### **In the home you are renting**

If you are renting the home you live in (i.e. you are a tenant), we cover you for the following instances of personal liability towards the property owner:

- damage to the building caused by an insured event specified under "Household Contents"
- damage to fixed sanitary-ware (for example, the bath or washbasin) or fixed glass (for example, windows or mirrors)
- damage to water, gas, sewerage, electricity or telephone connections to the building or outbuildings.

### **Towards your domestic worker**

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

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

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

## **PROPERTY OWNER'S LIABILITY**

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### **For the home you own**

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

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

## **SECURITY-RELATED LIABILITY**

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

### **Wrongful arrest**

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

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

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

We cover you for any claims that may arise against you as a result of the fact that you use a legally registered security company to protect your insured property.

This includes the liability you may accept in your contract with the security company to indemnify them for events happening in and around your premises.

### **Electric fence**

The ownership of an electric fence which may lead to bodily injury or death.

## What is not covered

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

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

You are not covered either if there is a court order anywhere else in the world designed to enforce such a judgment, award, payment or settlement – unless the court order is enforceable in a South African court of law.

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

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

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

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

### **Seepage, pollution and contamination**

You are not covered for the cost of cleaning up, removing, nullifying or reinstating any property that has been lost or damaged by seepage, pollution or contamination.

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

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

### **Land and buildings**

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

### **Letting of property**

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

### **Use and ownership of vehicles**

You are not covered for liability arising from your ownership or use of motor vehicles, quad-bikes, scooters or three-wheeled vehicles, motorcycles, golf carts, and aircraft or pleasure-craft (other than model aircraft, surfboards and paddle-skis). This also applies if the above vehicles are used by, or are in the custody of, your domestic staff.



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

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

### **Loss or damage to property**

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

- belongs to you, your family or your employee
- is in your custody and control
- is in the custody and control of your directors, members, trustees or beneficiaries, or members of their families who usually reside with them, if you are a company, close corporation or trust
- is covered under some other insurance policy.

### **No cover during structural alterations**

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

### **Fraud, assault, reckless disregard**

You are not covered for liability that arises out of:

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

## Your specific responsibilities

### **No promises or payments without our consent**

You must take all reasonable steps to ensure that you do not make any admission, offer, promise or payment in relation to a claim without our written consent.

### **Tell us right away of claims**

If you have reason to believe that a recent event may lead to a liability claim against you much later – perhaps years later – you must inform us immediately.



## Personal Accident

**This section deals with insurance cover for you in the event of personal accident**

### What is “personal accident”?

A personal accident is an event that causes you injury, disability or death. It can be a simple fall that results in a broken leg, or something more serious like a car crash that leaves you in a wheelchair.



Key terms to understand	117
Paying out after a claim	118
What we cover you for	120
What is not covered	121
Your specific responsibilities	122

## Key terms to understand

**You**

The insured person in whose name the policy is issued

It also includes any other insured person or beneficiary named in the schedule

**Bodily injury**

Injury sustained by you as a result of violent, external and accidental means

## Paying out after a claim

### How much we pay

We pay out the exact amount of cover that you chose when you signed up for this policy. So any claim is settled simply by referring to the schedule of compensation:

- death – as stated in the schedule
- medical benefit – as stated in the schedule
- disability – as shown in the disability table (page 119)

### Who we pay

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

### Age limit: 18-75

You can claim only if you are older than 18 years of age and younger than 75 years of age. No pay-outs will be made to anyone outside of this age limit, even if the claim is a valid one.

### Disability affects pay-out

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

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

DISABILITY TABLE	
DISABILITY (Total and permanent)*	Percentage pay-out
Total and permanent disability from following any employment or occupation	100%
Loss of both hands or feet, or one hand and one foot	100%
Loss of all sight in one eye, and loss of one hand or one foot	100%
Loss of all sight in both eyes	100%
Loss of all sight in one eye	50%
Loss of hearing or speech	50%
Loss of hearing in one ear	15%
Loss of one hand	50%
Loss of arm from shoulder	75%
Loss of forearm	65%
Loss of one foot	50%
Loss of thigh	75%
Loss of leg at or below knee	65%
Loss of thumb (both phalanxes)	25%
Loss of thumb (one phalanx)	10%
Loss of index finger (three phalanxes)	10%
Loss of index finger (two phalanxes)	8%
Loss of index finger (one phalanx)	4%
Loss of finger other than thumb or index finger	5%
Loss of big toe	5%
Loss of any other toe	1%
Any permanent partial disability not specified above, other than loss of sense of taste or smell.	A percentage consistent with the above, without regard to your occupation

\* *The disability, or loss of use of the relevant parts of your body, cannot be of a temporary nature; it must be total and permanent. Loss includes loss of use, whether or not the limb or body part in question has been amputated.*



## What we cover you for

### **Bodily injury**

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

- death within 24 months
- permanent disability within 24 months
- medical expenses.

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

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

### **Disappearance**

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

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

### **Exposure**

We will pay if you are injured as result of exposure to the elements after an accident or an accident of the vehicle you are travelling in. Injury here includes the effects of thirst and starvation.

### **Funeral benefit**

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

### **Trauma counselling**

We will pay the benefit stated in the LIMIT SECTION if you require professional counselling as a result of a violent act of theft, hold-up, hijacking or unlawful assault.

## What is notcovered

### **Certain activities, actions or medical conditions**

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

### **High-risk sports**

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

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

### **High-risk occupations**

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

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

### **Irresponsible actions**

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

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

### **Certain medical conditions**

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

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

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## Your specific responsibilities

### **Seek immediate medical treatment**

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

### **Agree to regular medical examinations**

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

### **Tell us of important changes**

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

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



## Pleasure-craft

**This section deals with insurance cover for your pleasure-craft**

### What is “pleasure-craft”?

This can be a motorboat or sailing boat, along with their specified equipment and accessories. It may also include jet-skis and tenders.



## Pleasure-craft

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Key terms to understand	126
Conditions of use	127
What we cover	128
Paying out after a claim	130
What is not covered	131
Your specific responsibilities	133

## Key terms to understand

<b>You</b>	Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you
<b>Third party</b>	Someone other than yourself who is involved in an insured event – for example, the skipper of another boat that is involved in an accident with you
<b>Write-off</b>	Your pleasure-craft is so badly damaged that it cannot be repaired economically; or it has been stolen and cannot be recovered

### Pleasure-craft – full definition

Your pleasure-craft consists of the hull and motors. If you ask us, you may also insure trailers. It includes all original standard equipment, as well as any accessories sold with the craft.

Other accessories, fittings and equipment may also be covered under this policy, so long as they are specified in the schedule – for example:

- clothing, sea boots, sextants, nautical books
- jet-skis
- fishing gear.

## Conditions of use

### How you may use your pleasure-craft

This insurance policy carefully defines how you may use your pleasure-craft in order for the cover to be valid.

- **Private use**  
You may use your pleasure-craft only for private use (social, domestic and pleasure), as well as emergency tow-and-assist.
  
- **Tow-and-assist**  
You may use your pleasure-craft to lend emergency assistance to other pleasure-craft in distress. Your pleasure-craft may also be towed when in distress.

### The following uses are always excluded

Under no circumstances is your pleasure-craft covered when it is:

- more than 40 nautical miles from the shoreline of South Africa, as well as that of neighbouring countries (list on page 17)
- taking part in, or practising for, racing, speed tests or trials
- being navigated single-handedly in open waters
- towing or salvaging other pleasure-craft, other than one in distress
- being towed, other than when in distress, or when laying up or being fitted out for repairs
- being chartered or hired out
- carrying fare-paying passengers.



## What we cover

### STANDARD COVER

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#### Loss or damage

You are covered for all accidental loss or damage to your pleasure-craft, as well as liability to any third party.

#### Liability to third parties

We will pay for your legal liability towards a third party if your pleasure-craft or trailer is involved in an event, other than on land, which causes:

- bodily injury to any person, or the accidental death of that person
- damage to property.

We will also pay any costs and expenses incurred with our written consent to represent you at any inquest, or in defence of any claim against you.

The maximum amount that we will pay is the limit of liability in the LIMIT SECTION.

### ADDITIONAL COVER

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In addition to the standard cover outlined in the preceding pages, you are also covered for the following, subject to the relevant conditions and limits in the LIMIT SECTION:

#### Emergency and salvage expenses

We will pay for any reasonable costs incurred by you to avoid or minimise loss or damage to the pleasure-craft.

#### Waterskiers' liability

Your liability to third parties also includes liability arising out of people being towed by you and engaging in water sport such as skiing, aquaplaning, kiting and paragliding.

#### Transit by land

We will pay for any loss or damage sustained by your pleasure-craft while it is being transported by road, or on a roadworthy vehicle or trailer. This includes loading and offloading, but excludes any bruising, scratching or denting.

#### Tow-and-assist

We will pay any reasonable costs incurred by you to tow and assist other pleasure-craft in distress, or to summon emergency assistance. In all such cases, you must supply us with a copy of the official incident report to the relevant authorities.

**Other people using your pleasure-craft**

If someone else is piloting your pleasure-craft with your permission, they too will be covered, provided that they:

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

## Paying out after a claim

### **Do we fix the pleasure-craft or get you a new one?**

Once we have assessed your damaged pleasure-craft, we may repair it if it makes economic sense – or we may replace it. If it is to be repaired, we will decide on the repairer and port of repair.

### **If less than five years old**

If your pleasure-craft is less than 5 years old, we may replace it with a similar model or pay you the purchase price of a new one. This also applies when it is a write-off, or has been stolen.

### **If more than five years old**

If your pleasure-craft is more than 5 years old and cannot be repaired, we will pay you its reasonable market value. Quotations from 2 qualified pleasure-craft dealers will be used to determine the market value.

We will take the sum insured as the repaired value in order to determine whether it makes economic sense to repair the pleasure-craft. The sum insured will not be reduced by the damage or salvage value.

### **Sails, protective covers, etc.**

We will pay you the reasonable market value for sails, protective covers, erected tackle, or outboard or inboard motors and batteries. We may deduct up to 33% of the replacement value for betterment, as you are getting a new item in place of the used one.

### **Write-off after initial damage**

If your pleasure-craft is damaged in an initial event, and is then written off shortly afterwards in a subsequent event, we will cover only the cost of the write-off. In other words, we will replace it, but we won't pay for the unrepaired damage sustained in the first event.

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

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

#### **Example**

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

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

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

## What is not covered

### **SPECIFIC EXCEPTIONS**

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#### **Risks for your own expense**

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

- depreciation, wear and tear, gradually operating causes
- reduction in value caused by repairs, lack of use or alterations
- loss or damage to motors, electrical machinery, batteries and their connections, unless caused by other damage to the pleasure-craft, or there has been forced entry to or exit from the pleasure-craft or place of storage
- mechanical, electrical or electronic breakdown, and failure or breakage, unless this is the result of other damage to the pleasure-craft
- loss or damage arising from the fact that your pleasure-craft is not seaworthy, or hasn't been maintained
- loss or damage arising from the fact that your pleasure-craft was defectively designed or constructed
- loss or damage resulting from the actions of domestic pets – for example, scratching, biting, chewing, tearing or soiling
- pests such as moths, rodents or vermin
- exposing your pleasure-craft to situations that clearly have a high risk of loss or damage associated with them, such as deliberately sailing in dangerous water or operating without all the required equipment. If we maintain that you have exposed your pleasure-craft to such situations, you have to prove the contrary.

#### **Pleasure-craft left unattended**

There is no cover for loss or damage if the pleasure-craft is left unattended off an exposed beach or shoreline.

#### **Unsecured motors**

There is no cover for theft of motors or if they fall overboard, unless they have been bolted or chained to the hull.

#### **Theft of motors**

There is no cover for theft of motors unless the pleasure-craft is stolen at the same time, or there are clear signs of forced entry to the pleasure-craft or place of storage.

#### **Motors accidentally immersed**

There is no cover for loss or damage to motors accidentally immersed in water, unless you have taken reasonable steps to flush and repair them immediately.

**Sails torn by the wind**

There is no cover for loss or damage to sails and protective covers torn by the wind, or blown away while being hoisted.

**Driving under the influence**

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

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

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

**The following instances of liability**

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

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

## Your specific responsibilities

### **You must have a skipper's licence, and be 16 or older**

In the event of a claim, you must be able to show us that you had a valid skipper's licence at the time, and are 16 years of age or older.

This also applies to any person who may have been piloting your pleasure-craft at the time with your permission.

If the pleasure-craft is conveyed on land, the driver must have a valid driver's licence.

#### **A valid skipper's or driver's licence**

A valid skipper's, driver's or learner's licence is one that:

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

### **Tender boat must be marked**

Your tender boat must be permanently marked with the name of the parent craft it belongs to.



## Sasria SOC Limited

Reg. No: 1979/000287/06

VAT Reg: 4140119340

FSP Licence No: 39117

### **COUPON POLICY FOR SPECIAL RISKS INSURANCE**

In consideration of the prior payment of the premium stated in the coupon and the receipt thereof by or on behalf of Sasria SOC Limited (hereinafter called the Company) and subject to the underlying policy being current and valid at the effective date as stated in the Schedule, the Company will by payment or at its option by reinstatement or repair indemnify the insured during the Period of Insurance up to an amount not exceeding the total sum insured in respect of each item and not exceeding in the aggregate during the said Period of Insurance, the total insured value, or the aggregate limits of liability as stated in the proviso hereunder, whichever is the less against loss of or damage to the property insured directly related to or caused by:

- (i) any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- (ii) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (iii) any riot, strike or public disorder, or; any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
- (iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

#### **NOTE:**

In this Coupon Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

#### **PROVIDED that:**

Notwithstanding anything to the contrary, where One Insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and or Motor) issued by or on behalf of the Company, the annual aggregate liability of the Company under all such Insurances shall be limited to the sum of R500 million (five hundred million Rand), or up to R1,5 billion, if the Insured has chosen the optional Excess of Loss R1 billion cover, where the property insured is in the Republic of South Africa.



For this purpose ONE INSURED shall mean:

Any Single One Insured, a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973) or Subsidiary of the Holding Company

In the case of One Insured's other than Companies, the Company reserves the right to determine who the One Insured is for this purpose.

**PROVIDED FURTHER that this insurance does not cover:**

- (a) Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenantable;
- (b) Loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;
- (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.

**(d) NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION**

It is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon the burden of providing the contrary shall be upon the insured.

**SPECIAL CONDITIONS**

1. It is a condition precedent to any liability that at the time of the happening of any occurrence given rise to a loss in terms of this Coupon Policy there shall be in force the Underlying Policy covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.
2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying Policy, other than:
  - (a) Exception A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi);
  - and
  - (b) the Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above;

- (c) any excess, deductible or similar payment to be met by the Insured in terms of the Underlying Policy;
- (d) the Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. **It does not automatically incorporate the Extensions.** In order to cater for the Extensions, the Sasria Sum Insured must be increased by the value of the Extension and a premium charged for the said Extension. In this instance a schedule showing a breakdown of all additional covers included (together with the sum insured) must be attached to the coupon,

shall be deemed to be incorporated in this Coupon Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

### **Memorandum**

The reference to Exceptions A(i), A(iii)(b), A(v), A(vi) and A(vii) and to the Burden of Proof Clause in Exception A is a reference to those Exceptions as they appear in the Standard S.A.I.A. Exceptions which the Nominated Insurer is obliged to incorporate in his Policy. Should the numbering in the Underlying Policy not correspond with the numbering of the Standard S.A.I.A. Exceptions the above references shall apply to the corresponding Exceptions in the Underlying Policy *mutatis mutandis*.

3. If the property covered in terms of the attached Schedule shall at the commencement of any destruction of or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this consideration.
4. Any adjustment of Premium Clause or Condition in the Underlying Policy shall not be applicable to this Coupon Policy.
5. No alteration of this Coupon Policy is valid unless signed by a Director of the Company.
6. Any Reinstatement Value Conditions in the Underlying Policy shall be applicable to this Coupon Policy except insofar as it relates to Motor Vehicles.
7. The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.



## Sasria SOC Limited

Reg. No: 1979/000287/06

VAT Reg: 4140119340

FSP Licence No: 39117

### **MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS**

in respect of property as defined

#### **THE POLICY**

##### **DEFINITIONS**

1. Wherever the term “Sasria” is used it shall refer to Sasria SOC Limited.

Wherever the word “property” is used it shall be deemed to mean any motor car or vehicle, trailer, implement or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst thereon.

WHEREAS the Insured has paid the premium stated in the Schedule to this Policy (which schedule shall form an integral part of this Policy) to Sasria as consideration for the insurance hereinafter contained in respect of loss or damage occurring during the Period of Insurance stated in the Schedule of this Policy.

The policy will cover for third party only if the third party vehicle does not have Sasria cover and the loss or damage to property happened as a result of the Sasria peril.

NOW this Policy declares subject to the terms, exceptions and conditions contained herein that Sasria will indemnify the Insured against loss of or damage to the property described in the Schedule directly related to or caused by:

- i. any act (whether on behalf of any organisation, body, person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- ii. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- iii. any riot, strike or public disorder, or any act of activity which is calculated or directed to bring about a riot, strike or public disorder;
- iv. any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- v. the act of any lawfully established authority in controlling, preventing suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii) (iii) or (iv) above.

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Note: In this Policy, the term “Public Disorder” shall be deemed to include civil commotion, labour disturbances or lockouts.

Sasria may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of the property insured in the Schedule of this Policy subject always to Condition 8 of this Policy. If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereinafter referred to as the “Owner”) is interested in any monies which would be payable to the Insured under this Policy in respect of loss of or damage to the property insured (which loss or damage is not made good by repair or replacement) such monies shall if so requested in writing be paid to the said Owner and/or to the Insured to the extent of their respective interests as long as they are interested in the said property, and their receipt shall be a full discharge of Sasria in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or Sasria under or in connection with this Policy or any condition or term thereof.

In the event of any part, accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being unprocurable in the Republic of South Africa, as a standard ready-manufactured article or in the event of any such article being denied to the Insured for any reason the liability of Sasria shall be met by the payment of a sum equalling the value of the said article at the time of the loss or damage but not in any case exceeding the manufacturer’s last list price operative in the Republic of South Africa.

If the property insured under this Policy is disabled by reason of any loss or damage Sasria will pay the reasonable cost of protection and removal to the nearest repairers. Sasria will also pay the reasonable cost of the delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured in the Republic of South Africa.

## **EXCEPTIONS**

This Policy does not cover:

1. Consequential Loss from any cause whatsoever, depreciation of any nature which shall also mean diminution in value howsoever arising of the insured property consequent upon its having sustained damage insured against and continuing after the repair of such damage, wear and tear and mechanical or electrical breakdown failure or breakage.
2. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
3. Loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of any War Damage Insurance and Compensation legislation.
4. Any loss or damage related to or caused by:
  - i. war, invasion, act or foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;

- ii. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
  - iii. the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clause (i) or (ii) above.
5. Any claims arising out of any liability assumed by the Insured by agreement, unless such liability would have attached to the Insured in the absence of such agreement.
6. Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission.

The indemnity provided by this Policy shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

**7. NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION**

It is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon/Policy the burden of providing the contrary shall be upon the insured.

**CONDITIONS**

**1. Claims Procedure**

On the occurrence of any loss or damage the Insured shall as soon as reasonably possible give notice thereof in writing to the NOMINATED INSURER. The Insured shall give to the Sasria Company all such proofs and information in connection with the claim as may reasonably be required.

**2. Subrogation**

The Insured shall at the request and at the expense of Sasria do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Sasria for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which Sasria shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under the Policy, whether such acts or things shall be or become necessary or required before or after the indemnification by Sasria.

**3. Contribution**

If at the time any claim arises under this Policy there is any other existing insurance covering the same loss or damage Sasria shall not be liable to pay or contribute more than its rateable share of any loss or damage.

**4. Precautions**

The Insured shall take all reasonable steps to safeguard against loss or damage to the Property described in the Schedule to this Policy.

**5. Transfer**

Nothing contained in this Policy shall give any rights against Sasria to any person other than the Insured. Sasria shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

**6. Arbitration**

- a. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine.
- b. Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against Sasria under this Policy.

**7. Limitation**

In no case whatsoever shall Sasria be liable under this Policy after the expiration of 12 months from the happening of the event unless the claim is then the subject of Arbitration, or Court proceedings already instituted.

**8. Average**

If the property insured hereby shall at the commencement of any destruction or damage to such property be of greater value than the total value on risk appearing in the Schedule to this Policy in the case of the Motor Dealer or Fleet Owner then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the loss accordingly.

**9. Total Loss of Property**

If any motor car or other vehicle described in the definition of “property” above be treated as a total loss by Sasria then all cover in terms of this Policy shall terminate in respect of such motor car or vehicle from the date of such total loss and no refund of premium shall be payable to the Insured.

**10. Premium**

Notwithstanding that the Period of Insurance stated in the Schedule to this Policy may be less than 12 months the minimum premium payable by the Insured shall be the full annual premium.

**11. Validity**

This Policy shall not be valid unless countersigned by the Nominated Insurer.

**12. Alteration of Use of Property Insured**

Sasria shall not be liable in respect of any loss of or damage to the property if at the time of such loss or damage the property was being used by the Insured or any person acting with the knowledge of the Insured in any manner which would ordinarily have required the property to be insured in a higher rated category than that used for determining the premium shown in the Schedule.

**13. Territorial Limitation**

The cover is restricted to property within the Republic of South Africa and if the property is in Namibia temporarily, that is for not more than 60 days.

**14. Cancellation**

This Policy may be cancelled at any time at the request of the Insured but in such cases no refund or pro-rata refund of premium shall become payable.

**15. Fraud**

If the claim be in any respect fraudulent and if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy and if any destruction or damage be occasioned by the willful act and with any connivance of the Insured, all benefit under this Policy shall be forfeited.

**16. Misrepresentation**

This Policy shall be voidable in the event of any material misrepresentation, misdescription or non-disclosure.

**17. Reporting Claims to Authorities**

All events which may give rise to a claim in terms of this policy must be reported to the South African Police as soon as reasonably possible.

**SPECIFIC CONDITION**

If, during the currency of this section, any driver's licence in favour of the insured or their authorised driver is endorsed, suspended or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the company immediately the insured have knowledge of such fact.





## IMPORTANT INFORMATION

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

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

### WARNING

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

### COMPLAINTS PROCEDURE

9. If you have a complaint about the advice you received from your Intermediary, please contact:

The Compliance Officer

Robin Baird Wright Insurance Brokers (Pty)

Limited PO Box 69792 BRYANSTON 2021

Tel: (011) 467-4022

Fax: (011) 467-5209

E-mail: [info@RBW.co.za](mailto:info@RBW.co.za)

Website: [www.RBW.co.za](http://www.RBW.co.za)

10. If you have a complaint about this policy or the service you received from us, please contact:

The Manager – Lombard Insurance Company Limited

PO Box 1411 Killarney 2193

Tel: (011) 551 0600

Website: [www.lombardins.com](http://www.lombardins.com)



## WHERE TO FIND IT

<b>A</b>	<b>F</b>
abandon _____ 13	filtration plant _____ 53
Accidental damage _____ 34	flying _____ 121
All Risks Exceptions	
Vehicle sound equipment	
Spectacles, etc.	
Stamps, coins	
Camping equipment	
Golf clubs	
Cycles _____ 49	
armed forces _____ 121	
Asbestos _____ 19	
atmospheric or climatic conditions _____ 48	
Auto Dealers _____ 85, 94	
	<b>G</b>
	GENERAL _____ 4
	GETTING STARTED _____ 2, 18
	<b>H</b>
	hazardous occupation _____ 122
	heave _____ 32, 62, 63
	HOUSEHOLD CONTENTS SECTION _____ 115
	How to contact us _____ 6
	<b>I</b>
	illness or disease _____ 121
	Indemnity _____ 12
	insanity _____ 121
	Insured Event _____ 5
	intoxicating liquor or drugs _____ 121
	<b>J</b>
	Jewellery certificate _____ 49
	Jewellery safe warranty _____ 49
	<b>K</b>
	Keys, locks and remote controls _____ 89
	<b>L</b>
	lack of maintenance _____ 48
	legal action _____ 15
	liability _____ 13, 14, 15, 72
	Liability by agreement _____ 18
	limit of liability _____ 13
	<b>M</b>
	meaning _____ 7
	MOTOR SECTION _____ 74
	mountaineering _____ 121
	<b>N</b>
	non-standard construction _____ 64
	normal settlement _____ 62, 63
	Nuclear Risks _____ 19
<b>B</b>	
bank safe deposit _____ 49	
big game hunting _____ 121	
breakage of porcelain _____ 48	
Buildings _____ 65	
<b>C</b>	
cancel _____ 9	
Certain Computer Risks _____ 19	
changes _____ 9, See material	
Claim _____ 5	
Claims _____ 16	
cleaning, dyeing _____ 48	
compaction of infill _____ 62, 63	
compensate _____ 5, 14, 27, 44, 54, 55, 70, 87, 96, 100, 128	
Conditions of use of your vehicle _____ 77	
Contents _____ 1	
crewman _____ 121	
<b>D</b>	
death _____ 120	
defective design _____ 48, 64	
defined _____ 7, 120	
Description of Use	
Private _____ 77	
dispute _____ 15	
<b>E</b>	
elease _____ 14	
electrical or mechanical breakdown _____ 48	
estate _____ 118	
Excess _____ 5	

## WHERE TO FIND IT

### O

Only you have rights _____	7
outbuildings _____	53
Outbuildings _____	26

### P

parachuting, skydiving _____	121
paths and driveways _____	53
Personal Documents _____	35
physical disability _____	121
Police _____	14
pool safety nets _____	53
post-mortem _____	120
premium _____	17, 39, 65
Private and work _____	See Conditions of use
Private, work and business _____	77

### R

racing _____	77, 121
Reinstatement _____	17, 71
reject _____	15
removal or weakening of support _____	32, 62, 63
Repairing or replacing _____	85, 94
repairs _____	32, 62, 63
replacement _____	27, 44, 54, 70, 76
replacement value _____	12
rusting, corrosion _____	48

### S

Sasria _____	21
Schedule _____	5 26, 53, 76, 104, 117, 126
seepage, pollution or contamination _____	111
Standard construction _____	26, 53
suicide _____	121
swimming pools _____	53

### T

tennis courts, sauna and spa baths _____	53
termites _____	48
territorial limits _____	See Territories
theft by false pretences _____	18
theft from an unattended vehicle _____	48
theft of pedal cycles _____	48
Trauma Counselling _____	88, 89

### U

underground mining _____	121
Understanding all the legal stuff _____	7
unoccupied _____	64
Unspecified property _____	47
use _____	87, 96, 100

### V

vehicle that does not belong to you _____	87, 96, 100
virus or malware _____	48

### W

walls, gates and fences _____	53
water, sewerage, electricity and gas connections _____	53
Wear and tear _____	18
WHAT YOU CAN CLAIM FOR _____	22
wilful misconduct _____	121
Window Glass _____	89

### Y

You _____	9, 12, 13, 15, 16, 18, 37, 38, 39, 49, 65, 69, 113
-----------	----------------------------------------------------



**ROBIN BAIRD WRIGHT**  
Insurance Brokers

#### The Duties of A Broker:

- To represent the Client by assessing his/her needs and presenting the risks involved to the Insurers as favourably as possible.
- To select the best terms, he can in placing the insurance and if there is a claim, to arrange prompt and fair settlement.
- To know the market, selecting the best underwriters for each kind of risk.
- To know the laws governing insurance, so that he can supervise the preparation and administration of policies which are legally correct in every way.
- To give friendly, sincere, professional help to those who entrust him/her with their business.
- To analyse and assess all new insurance developments and advise clients of any which may benefit them.