We thank you for choosing Indwe Risk Services as your broker and personal insurance advisor and for entrusting us with the management and administration of your short-term insurance portfolio.

At Indwe Risk Services we understand that you have a fast-moving lifestyle and know you simply don't have the time to search for short-term insurance packages that suit your personal needs. This product has been specifically developed to meet the risk and servicing needs of our discerning clients for whom personal and professional service are the most important purchasing criteria when buying insurance.

As your broker, we do the research for you. Indwe Risk Services has the know-how, experience and scope to provide a comprehensive service to individuals, businesses, staff associations, trade unions and employee groups.

Our association with the most significant and substantial short-term insurance role players in South Africa puts us in an ideal position to provide the specific service you need – we are particularly proud of our strong and vibrant relationship with Santam, South Africa's leading short-term insurer.

We have one of the most extensive branch networks in the country which, coupled with our wide range of tailor-made short-term insurance and specialised cover and vast array of value-added options, allow us to easily deliver on the Indwe Risk Services promise.

All of this, combined with our unequalled and award-winning service – one that will always put you first – means you have something very special indeed and can always look forward to first-class attention from all management and staff.

Peter Olyott  
CEO: Indwe Risk Services

John Melville  
Executive Head: Underwriting & Reinsurance

THE INDWE RISK SERVICES PROMISE

underwritten by: Santam
# CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL</td>
<td>02</td>
</tr>
<tr>
<td>HOUSE CONTENTS</td>
<td>14</td>
</tr>
<tr>
<td>ALL RISKS</td>
<td>31</td>
</tr>
<tr>
<td>PERSONAL ACCIDENT</td>
<td>37</td>
</tr>
<tr>
<td>PERSONAL LEGAL LIABILITY</td>
<td>42</td>
</tr>
<tr>
<td>VEHICLES</td>
<td>47</td>
</tr>
<tr>
<td>WATERCRAFT</td>
<td>70</td>
</tr>
<tr>
<td>BUILDINGS</td>
<td>78</td>
</tr>
<tr>
<td>LEGAL COSTS AND LEGAL EXPENSES</td>
<td>90</td>
</tr>
<tr>
<td>EXTENDED PERSONAL LEGAL LIABILITY</td>
<td>95</td>
</tr>
</tbody>
</table>

Version 4 June 2023
GENERAL TERMS AND CONDITIONS

Cover under this policy is provided subject to the following General Terms and Conditions:

1. Basis of this policy

   This policy, the Schedule, our correspondence to you, your application for insurance and any statement, written or spoken, made by you, or on your behalf, form the contract between us and you.

2. Cover provided by this policy

   2.1 We will provide cover under this policy only if we have received your premium in terms of General Terms and Conditions 4.

   2.2 This policy does not cover an insured event or section if either the insured amount or the limit of compensation shown in the Schedule:

   2.2.1 has no monetary amount next to it or is left blank; or

   2.2.2 is shown as nil; or

   2.2.3 is shown as "not applicable".

   We kindly request that you read through the policy and the Schedule in particular to ensure that no cover is unintentionally uninsured due to the factors shown above. In the event that the Schedule is incorrect, please contact your nearest Indwe office.

   2.3 We will not compensate you under more than one section of this policy for loss or damage if the loss or damage is covered by more than one section.

   This General Terms and Conditions 2.3 does not apply to the All Risks and the Extended Personal Legal Liability sections.

3. Period of this policy

   The period of this policy is initially the period from the start date of this policy, as shown in the Schedule, to the last day of the calendar month in which the start date occurs. After that, the period of this policy will be one calendar month.
4. Payment of premium

4.1 Monthly payment by debit order

You must pay your premium every month by debit order before the beginning of the month to which cover applies. If you pay by debit order, we will present your debit order to your paying agent on the date shown in the Schedule.

If we do not receive your premium by the date shown in the Schedule:

4.1.1 because you have instructed your paying agent not to honour the debit order, all cover under this policy will end on the last day of the month for which we have received your premium;

4.1.2 for any reason other than that mentioned in 4.1.1, we will present your debit order again and collect it with your debit order for the next month. If only one debit order is paid, we will use the money to clear the oldest debt. You will, therefore, still owe us the outstanding premium.

If we cannot collect at least one debit order, this policy will end on the last day of the month for which we have received your premium.

4.2 Monthly payment by electronic funds transfer or cash

If you choose to pay your premium monthly by electronic funds transfer or in cash, you must pay the premium to us before the beginning of the month to which cover applies. If we do not receive your premium within 30 days from the date shown in the Schedule, this policy will end on the last day of the month for which we have received your premium.

4.3 Yearly payment by debit order

You must pay your premium every year by debit order before the beginning of the year to which cover applies. The year need not begin in January – it can begin in any month of the year. We will present your debit order to your paying agent on the date shown in the Schedule.

If we do not receive your premium by the date shown in the Schedule:

4.3.1 because you have instructed your paying agent not to honour the debit order, all cover under this policy will end on the last day of the yearly period for which we have received your premium;

4.3.2 for any reason other than that mentioned in 4.3.1, we will present your debit order again and collect it no later than 30 days from the first collection. If we cannot collect this debit order, this policy will end on the last day of the yearly period for which we have received your premium.
4.4 Yearly payment in cash

If you choose to pay your premium yearly in cash, you must pay the premium to us by the start date or the renewal date. If we do not receive your premium within 30 days from the start date or renewal date, this policy will end on the last day of the yearly period for which we have received your premium.

4.5 Payment by salary debit order

If your premium is paid by salary deduction, it will be debited each month. Should your employer fail to pay us, a debit order will be submitted the following month for your premium for two months. If only one debit order is paid, we will use the money to clear the oldest debt. You will, therefore, still owe us the outstanding premium. If we cannot collect at least one debit order, this policy will end on the last day of the month for which we have received your premium.

Should you leave the service of your current employer for any reason, it is your duty to contact us to confirm your new valid payment details. If you fail to change your payment details, this policy will end on the last day of the month for which we have received your premium.

5. Duty of care

You must take all reasonable precautions and all reasonable care to prevent or minimise loss, damage, death, injury or liability.

6. Changes

We may make changes to this policy by giving you 31 days’ written notice of the changes at your last known address. It is very important that you keep us informed as to your postal and/or email address so that we can be sure you receive our correspondence.

7. Cancellation

7.1 You may cancel this policy or any section at any time.

7.2 We may cancel this policy, any section, or part of it by giving you 31 days’ written notice of the cancellation at your postal and/or email address as shown in the Schedule.

8. Your rights

You (in this paragraph meaning the names set out in the Schedule) may not cede or assign your rights or obligations to another person. No other person may make a claim against us.

9. Claims

9.1 Claims preparation costs

We will compensate you for costs you incur in producing and certifying any details that we may require in terms of General Terms and Conditions 9.3.2 to enable us to process any claim you may have.

This compensation is available under any section of the policy and limited per section to the amount shown in the Schedule.
9.2 Claim settlement basis

We may decide to compensate you by any one or more of the following methods:

9.2.1 repairing;
9.2.2 replacing;
9.2.3 paying cash; or
9.2.4 any combination of these.

Our compensation is limited to the amount shown in the Schedule, less any excess shown in the Schedule. If we replace or repair, we will not be obliged to do so exactly, but only as circumstances reasonably allow. If we repair or replace any loss or damage, we may use any supplier or repairer of our choice. Before we finalise or settle any claim, we may require you to sign an agreement of loss.

9.3 Claim procedure

9.3.1 You must tell us as soon as possible of any event that may result in a claim, and advise us of any other policy which may cover the same event.

9.3.2 You must give us full details of the event within 30 days after it has occurred, as well as all documents which we may reasonably require.

9.3.3 You must immediately inform us in writing if you become aware of any possible prosecution, legal proceedings or claim against you following an event.

9.3.4 You must immediately report to the police any event where theft or any other criminal act is involved.

9.3.5 You may not without our written consent admit liability, offer, promise or pay in respect of any event that may result in a claim.

9.3.6 You may not agree to any partial payment or any settlement offered to you by any third party as compensation for loss, damage or liability covered by this policy without our prior consent.

9.4 Our rights after an event which may lead to a claim

9.4.1 You must allow us to enter the premises where the event took place and take possession of any damaged property insured by this policy and deal with it in a manner we consider reasonable. You may not abandon any property to us, whether we have taken possession of it or not.

9.4.2 You must supply all information and assistance that we reasonably require, and we may take over the recovery, defence or settlement of a claim and conduct it in your name.
9.4.3 We may, at any time, relinquish control of any defence, settlement or proceedings and pay you the full amount of our liability, or any lesser amount for which the claim can be settled. If we do so, we will be discharged from all further liability.

9.4.4 If this policy provides insurance to you and any other person, we may give any compensation to the other person. This payment will discharge us from any further liability.

9.5 Fraudulent or wilful acts

You will lose all rights to claim under this policy if:

9.5.1 a claim is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy; or

9.5.2 a claim occurs due to a deliberate, or wilful, or intentional act committed by you or with your involvement or anyone acting on your behalf; or

9.5.3 information or documents in support of a claim, whether created by you or on your behalf, is not true, is not complete or is fraudulent; or

9.5.4 the quantum of a claim is deliberately exaggerated by you or anyone acting on your behalf.

9.6 Time limits

9.6.1 If we reject your claim or dispute the amount of your claim, and this was communicated to you in writing, you may within 90 days from the date of our communication make written representation to us.

9.6.2 If we still reject your claim or dispute the amount of your claim despite your written representation, you may institute legal proceedings against us within 6 months from the date we communicate to you the rejection of your written representation.

9.6.3 We are not liable after 12 months from the date of the event that gives rise to a claim, unless the claim is:

- the subject of pending court action or arbitration; or
- for amounts for which you may become legally liable.

9.7 No premium refund if maximum insured amount or limit of compensation is settled for any claim

If we compensate you for a claim for the maximum insured amount or limit of compensation payable for an event or item, we will not refund any premium for the remainder of the period of your insurance for that event or item.

10. Other insurance

If a claim is payable under this policy and under any other policy, we will only pay our proportional share of the claim.
11. Information that affects the risk

We may declare the whole or any part of this policy invalid if you:

11.1 have not given us all the details that affect the risk; or

11.2 have misrepresented or misdescribed any details that affect the risk.

You must advise us immediately of any change in the risk. Should there have been any material change in the risk, then we may amend the cover and premium from the date of the change.

Material information is deemed to be any information which an insurer would hold to be relevant when assessing your risk and deciding whether or not to provide insurance cover to you. This information includes, inter alia, information relating to any past criminal cases, fines, penalties for non-compliance, past motor vehicle accidents, whether insured or not, and any other fact which is related to the rating and acceptance of the risk. Even small incidental losses or damages should be disclosed, whether these materialised into insurance claims or not. The objective is for insurers to form a sound risk-based opinion of you as an insurable risk.

If you do not inform us of any material change in the risk, we will be entitled to avoid the policy or reject any claim that occurred after the change in the risk. For this General Term and Condition, the term “you” includes any person acting on your behalf.

12. Reinstatement of the insured amounts or limits of compensation

The insured amounts or limits of compensation shown in the Schedule of this policy will not be reduced by the amount of any claim, unless stated otherwise.

13. No-claim bonus

13.1 A no-claim bonus applies to some sections of your policy as indicated in your Schedule.

13.2 If you have not claimed during the 12 months before the renewal date of this policy, you may earn a discount on your premium according to our scale of premiums. If we settle one or more claims, we will adjust the premium according to our scale of premiums.

13.3 We agree that claims against the types of cover marked “?” will not affect your no-claim bonus discount.

14. Excess

Our compensation is limited to the amount shown in the Schedule, less any excess. The “excess” is the amount you must pay before we settle any claim. The Schedule of this policy will show whether an excess applies.

If the excess is based on a percentage of the loss or damage, the percentage will be applied to the amount of the loss or damage that has occurred.
15. Jurisdiction

This policy is subject to the jurisdiction of the courts of the Republic of South Africa. South African law will apply, unless otherwise specifically stated in this policy.

16. Disclosure and processing of Personal Information

In terms of the Protection of Personal Information Act (POPIA), Act 4 of 2013, Personal Information provided and obtained is mandatory in order to issue this policy and is collected, held and processed to improve the service provided to you and to provide you with access to our services and products.

We, our authorised agents, advisors, business partners and service providers/contractors may collect Personal Information from you directly, from your usage of our products and services, from your engagements and interactions with us or from public sources, shared databases and third parties.

Personal Information will not be shared with service providers that may be abroad, unless where necessary or where required under certain conditions and where security measures are in place to protect the Personal Information.

We may use your information or obtain information about you for the following purposes:

- underwriting, assessing the risk, determining the premium and the policy terms;
- assessment, investigation and processing of claims;
- credit searches and/or verification of Personal Information;
- claims checks;
- fraud prevention and detection;
- market research, statistical analysis and surveys;
- audit & record keeping purposes;
- verification of your identity;
- to comply with an obligation imposed by any law on us.

The Personal Information may also be shared with service providers engaged to process such information on our behalf or render services to us. We may collect, retain, process and verify your Personal Information, insurance and/or claim information.

You acknowledge that any Personal Information collected may be stored in a shared database and used for any decision pertaining to the continuance of this policy or any claim submitted. You acknowledge and understand that any Personal Information may be given to any insurer or its agent and our authorised agents, advisors, business partners and service providers/contractors.

You acknowledge that the information may be verified against legally recognised sources or databases.

We will retain the Personal Information for so long as required or entitled by law, after the termination of this policy and as such, this consent clause will remain in force even after this policy has been terminated. You may request details of your Personal Information that is held by us and you may also request that any errors be corrected.
17. A person who deals on your behalf

You give up your right to receive compensation if a person who deals on your behalf does not comply with the terms and conditions of General Terms and Conditions for the event or claim.

18. Amendments to conform to law

You and we agree that any terms or conditions of this policy that are against any law will be amended to conform to such law.

19. Reference to singular and plural

In this policy, references to the singular include the plural and references to the plural include the singular.

20. Insurable interest

You may only insure items in which you have an insurable interest. You only have insurable interest in an item if you stand to suffer a direct financial loss due to the insured item being lost or damaged or where you incur legal liability arising from the ownership, possession or use of the item.

21. Inflationary adjustment

We may adjust the House Contents and Buildings insured amounts annually to reasonably keep up with inflation. It is, however, still your duty to make sure that the property is insured for the full replacement value.

GENERAL EXCLUSIONS

We will not cover any loss, damage, legal liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

1. Riots, wars, political acts, public disorder, terrorism or any attempted acts of this kind
   1.1 civil commotion, labour disturbances, riots, strikes, lock-outs or public disorder or any act or activity which is calculated or directed to bring about any of the above;
   1.2 war, invasion, acts of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war;
   1.3 mutiny, military rising 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;
1.4 any act (whether on behalf of an 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;

1.5 any act calculated or directed to bring about loss or damage 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;

1.6 any attempt to perform any act referred to in General Exclusions 1.4 or 1.5 above;

1.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to in any of the General Exclusions 1.1 to 1.6 above;

1.8 any act of terrorism. An act of terrorism means the use or threat of violence 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.

2. Incidents that happen for which the associated damage is covered by legislation

2.1 any event for which a fund has been established under the War Damage Insurance and Compensation Act, Act 85 of 1976 of the Republic of South Africa, or any similar act operative in any of the countries to which this policy applies;

2.2 any event for where compensation can or could be claimed or may be due from any compulsory motor vehicle insurance legislation, the Road Accident Fund (RAF), Act 56 of 1996, or any legislation enacted for the purpose of providing compensation for loss, damage or liability caused by a motor vehicle;

2.3 any event where compensation can or could be claimed or may be due from the Occupational Health and Safety Act, Act 107 of 2004;

2.4 any event where compensation can or could be claimed or may be due from the Compensation for Occupational Injuries and Diseases Act (COIDA), Act 130 of 1993.

These exclusions apply regardless of whether the applicable legislative fund is unable or incapable of paying compensation, or whether or not such compensation has been claimed, paid or received in terms of the relevant Acts.

3. Nuclear substances

Nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission.
4. Nationalisation

Nationalisation, confiscation, commandeering, requisition, wilful destruction, forfeiture, attachment, impounding, seizure or preservation or any similar actions or processes by any court order, customs officials, police, crime prevention units, or lawfully constituted authority or officials.

5. Liability by agreement

Any liability which you have because of an agreement you have entered into, unless you would have been liable if the agreement did not exist.

6. Indirect loss

Consequential or indirect loss.

7. Cyber loss

7.1 We will not cover any loss, damage, legal liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with a cyber loss, or series of cyber losses, including:

7.1.1 any loss of, alteration of, or damage to or a reduction in the functionality or availability of a computer system unless subject to the provisions of clause 7.2 herein below;

7.1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data;

or any action taken in controlling, preventing, suppressing or remediating paragraph 7.1.1 or 7.1.2 above regardless of any other cause or event contributing concurrently or in any other sequence thereto;

7.1.3 any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data, shall not be covered under this policy, nor shall it be considered to be physical loss or damage for the purposes of this exclusion or any other section of this policy.

7.2 Subject to the other terms, conditions and exclusions contained in this policy, this policy will provide cover for physical damage to property insured, where such physical damage to the property is directly caused by the following after a cyber loss has occurred: fire, lightning, explosion, aircraft or vehicle impact, falling objects, wind, storm, hail, tornado, cyclone, hurricane, earthquake, tsunami, flood or snow.
8. Electricity grid failure or interruption

We will not cover any loss, damage, legal liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with electricity grid failure or interruption, or the resumption of power thereafter.

If we allege that any loss, damage, liability, claim, cost or expense is not covered by this policy because of 1. to 8. above, you must prove the contrary.

SASRIA SOC LIMITED

SASRIA SOC Limited provides cover if shown in the Schedule of this policy, for all sections of this policy covering your property insured.

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

This cover is limited to events in the Republic of South Africa only. For a full description of cover and exclusions refer to the SASRIA SOC Limited Annexures attached to this policy wording.

GENERAL DEFINITIONS

These definitions apply throughout this policy, unless shown differently in any particular section.

“you/your/yours” means the insured persons as defined under each section of this policy, whose names are shown in the Schedule under that particular section.

“us/our/we” means Santam Limited.

“renewal period/period of insurance” means a period of 12 consecutive months as shown in the Schedule.

“renewal date” means the first day of a period of 12 consecutive months as shown in the Schedule.

“claim/claims” means any request for compensation (indemnity), whether or not any amounts have been established for the claim.

“Schedule” means the annexure forming part of this policy.

“section/sections” means the various section(s) of this policy.
“personal information” means information relating to you, such as gender, date of birth, identity number, entity details, online identifier, social media profile, biometric information (such as signature, fingerprint or voice) email and physical addresses, location information, medical and health information, occupation, employment information, financial information, credit risk, tax and VAT information, claims and insurance history, criminal history, assets and liabilities.

“cyber loss” means any act, whether intentional or unintentional, planned or unplanned, authorised or unauthorised, malicious, or criminal, regardless of time and place, or the threat or hoax thereof, affecting, prohibiting access to, processing of, use of or operation of any computer system or data.

“electricity grid failure or interruption” means a total or partial interruption, interference, suspension, blackout, failure of any electricity supply affecting the whole of or any area larger than the municipality (be it local, district or metropolitan) within which any insured premises of the policyholder is located.

“municipality” means the “metropolitan municipalities” and “district municipalities” and the “local municipalities”, as defined by the Municipal Structures Act 117 of 1998.

“power surge” means a sudden variation of voltage magnitude or a power spike in any electrical system, causing a variance in the supply of electricity.
BASIC COVER

1. Property insured

In this section, insured property is property that belongs to you or for which you are responsible as shown in the Schedule.

It includes:

1.1 household contents;

1.2 personal property (including office and home-industry equipment belonging to you in your private capacity);

1.3 fixtures and fittings that belong to you as the tenant, not the owner, of the private residence.

2. Cover basis

We cover accidental physical loss of or damage to your insured property while it is in your private residence or on your premises, up to the amount shown in the Schedule.

Notwithstanding the provisions relating to "8. Electricity grid failure or interruption" under the "General: General Exclusions", this policy will cover loss or damage caused by power surge, provided that this cover will not apply where the power surge occurs upon the resumption of the supply of electricity following a scheduled interruption in supply which exceeds 12 consecutive hours.

NOTE: We do not cover any loss or damage due to theft or burglary if the Schedule states that theft and burglary cover has been excluded.

Cover for accidental damage excludes:

2.1 depreciation;

2.2 gradual causes such as wear and tear, rust, mildew, corrosion, or decay;

2.3 loss or damage:

2.3.1 payable in terms of Basic Cover;

2.3.2 caused by household pests (such as rodents, ants or moths);
2.3.3 caused because of cleaning, repairing or restoring by any manner or method;

2.3.4 of or to any tools, gardening implements, or garden furniture;

2.3.5 of or to automatic swimming pool cleaning equipment;

2.3.6 of or to any cellular devices;

2.3.7 of or to any contents of refrigerators or freezers;

2.3.8 covered by any manufacturer’s guarantee, purchase agreement or service contract;

2.3.9 caused by malicious damage while your private residence is lent, let or sublet to a tenant, and the tenant or the tenant’s family or anyone else who is linked or connected to the tenant or the tenant’s family, is directly or indirectly responsible for such damage;

2.3.10 caused by subsidence or landslip, unless as provided for under Extended Basic Cover 9. - “Subsidence or landslip (limited cover)”.

2.4 cracking or scratching of glass, glassware or any similar breakable article. This exclusion does not apply to jewellery, cameras, televisions or computer screens;

2.5 chipping or denting of furniture or domestic appliances;

2.6 the cost of reproduction or repair of data of any kind, other than provided for under Convenience Benefits 10. – “Restoration of computer data”;

2.7 mechanical, electrical or electronic breakdown, unless caused by dips or loss or damage caused by power surge, provided that this cover will not apply where the power surge occurs upon the resumption of the supply of electricity following a scheduled interruption in supply which exceeds 12 consecutive hours.

**NOTE:** Mechanical, electrical or electronic breakdown cover is available as an Optional Cover which will then be specifically shown as included in the Schedule.

3. Your insured property while inside your private residence and outbuildings

3.1 We will compensate you for loss of or damage to your insured property caused by an insured event while the insured property is inside your private residence and outbuildings. Our compensation is limited to the amount for the item, shown in the Schedule.

3.2 Loss or damage from theft or attempted theft from any outbuilding on your premises is limited to the amount, or percentage of the insured amount for the item (whichever is the greater), as shown in the Schedule.

3.3 Cover for loss of or damage to money as a result of an insured event is limited to the amount shown in the Schedule. However, loss of or damage to money as a result of theft, is not covered.

4. Your insured property while not inside your private residence (all insured events)

We will compensate you for loss of or damage to your insured property caused by any insured event while the insured property is:
4.1 inside a building where you live temporarily;

4.2 temporarily inside the residential section of any occupied private home;

4.3 deposited for safekeeping at any hotel, guest house, club, bank, safe deposit or registered furniture storehouse;

4.4 on the premises of your private residence, up to the amount, or percentage of the insured amount for the item (whichever is the greater), as shown in the Schedule.

5. Your insured property while not inside your private residence (only some insured events)

We will compensate you for loss of or damage to your insured property caused by:

5.1 any insured event, while inside the building of a business for the purpose of making up, altering, renovating, repairing, cleaning or dyeing, excluding theft or attempted theft;

5.2 any insured event, inside a building of any office, business or trade where you are employed. However, theft or attempted theft is limited to the amount, or percentage of the insured amount for the item (whichever is the greater), as shown in the Schedule;

5.3 theft, collision or overturning of the conveying vehicle while you are in the process of permanently moving to a different risk address, or while your insured property is being transported to or from any registered furniture storehouse, by a furniture removal contractor.

Cover excludes any damage to breakable articles like glass and china, unless such articles were packed by the furniture removal contractor and are not otherwise insured;

5.4 fire, lightning or explosion while being transported or temporarily in other places than those mentioned in 4.1 to 4.3 above;

5.5 theft while being transported to or from any bank or safe deposit facility, your place of work, repair, renovation, service or being transported for holiday or recreational purposes, but excluding furs, jewels, jewellery, gemstones, watches and articles of platinum, gold, silver or other rare metals.

EXTENDED BASIC COVER

1. Temporary increase of the insured amount

We will temporarily increase the insured amount each year for the period 15 December to 31 January. The percentage of the increase is shown in the Schedule.

2. Debris removal

We will compensate you for the necessary costs of removing your damaged insured property from your premises after loss or damage caused by an insured event.

Our compensation is limited to the amount shown in the Schedule.
3. Rent payable

We will compensate you for the rent you must pay, or the reasonable extra expenses you incur, for similar alternative accommodation if your private residence is not fit to live in because of an insured event.

This cover will only apply for the period reasonably required to make your private residence suitable to live in again, but is limited to a maximum period of 12 months.

Our compensation is limited to the percentage of the insured amount for the item, as shown in the Schedule.

If "Rent payable" of the Buildings section applies to the same insured event, we will compensate you under either one of the relevant sections only.

4. Extinguishing charges ①

We will compensate you for the reasonable costs charged by any authorised body for extinguishing a fire to prevent or reduce loss of or damage to your insured property.

5. Compensation for death ①

We will pay the amount shown in the Schedule if you die within 90 calendar days of being injured in your private residence or outbuildings, or on your premises.

If “Compensation for death” under the Buildings section applies to the same insured event, we will compensate you under either one of the relevant sections only.

6. Veterinary expenses ①

We will compensate you for veterinary expenses you incur because of your pet being injured in an accident involving any vehicle.

Our compensation is limited to the amount, or percentage of the insured amount for the item (whichever is the greater), as shown in the Schedule.

7. Loss of water

We will compensate you for amounts that you owe local authorities for water which has been lost due to leaking pipes. This will only apply if the following conditions are met:

7.1 the amounts are calculated by the local authorities;

7.2 the reading is at least 50% more than the average reading of the 4 readings preceding it;

7.3 when a leak is discovered, either by physical evidence or on receipt of an unusually high water account, you have taken immediate steps to trace and repair the leaking pipes.

Our compensation is limited to the amount shown in the Schedule.

This cover does not include:

7.4 the costs to trace and to repair a leaking pipe;
7.5 more than two separate claims within a 12-month period. If there are two separate claims within a 12-month period, the total combined compensation for both claims will be limited to the amount shown in the Schedule;

7.6 loss of water:

7.6.1 due to leaking taps, geysers or toilets;

7.6.2 from swimming pools or the leaking inlet or outlet pipes thereof;

7.6.3 if the private residence has not been occupied for more than 60 consecutive days.

If "Loss of water" of the Buildings section applies to the same event, we will compensate you under either one of the relevant sections only.

8. Extermination costs

In the event that you become aware of an infestation of household pests (such as rodents, ants and moths), this policy will provide for the removal and treatment of such pestilence.

Our compensation is limited to the amount shown in the Schedule.

9. Subsidence or landslip (limited cover)

We will compensate you for loss of or damage to your insured property caused by subsidence or landslip, or both. However, we do not cover loss or damage:

9.1 caused or made worse by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types;

9.2 caused or made worse by faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any building;

9.3 caused or made worse by structural alterations, additions or repairs;

9.4 caused or made worse by surface or subterranean excavations other than those performed in the course of mining operations;

9.5 caused or made worse by normal settlement, shrinkage or expansion of the building.

If we require it, you must prove that the loss or damage you claim for was caused by subsidence or landslip.

CONVENIENCE BENEFITS

1. Emergency expenses of guests or visitors

We will compensate you for the emergency expenses of a guest or visitor incurred as a result of an accidental bodily injury, but only if all the following conditions are met:
1.1 you incurred and paid for the emergency expenses;
1.2 the injury was caused directly by a defect in the private residence or premises at the risk address;
1.3 there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in the Schedule.

If "Emergency expenses of guests or visitors" of the Buildings section applies to the same event, we will compensate you under either one of the relevant sections only.

2. Emergency expenses of domestic employees ¶

We will compensate you for the emergency expenses of domestic employees incurred as a result of an accidental bodily injury, but only if all the following conditions are met:

2.1 you employ the domestic employees at the risk address;
2.2 you incurred and paid for the emergency expenses;
2.3 the injury was caused during the course of the domestic employees' duty at the risk address;
2.4 there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in the Schedule.

If the "Emergency expenses of domestic employees" of the Buildings section applies to the same event, we will compensate you under either one of the relevant sections only.

3. Personal effects of guests ¶

We cover loss of or damage to the personal effects of your guests caused by an insured event while their personal effects are inside your private residence.

Our compensation is limited to the amount, or percentage of the insured amount for the item (whichever is the greater), as shown in the Schedule. This compensation does not apply if your guest has insurance that covers the loss or damage.

4. Personal effects of domestic employees ¶

We will compensate your full-time domestic employees for loss of or damage to their personal effects caused by an insured event while the personal effects are inside your private residence or outbuildings.

We do not cover the personal effects of your full-time domestic employees if the personal effects are lost or damaged due to theft or attempted theft while in your outbuildings.

Our compensation is limited to the amount, or percentage of the insured amount for the item (whichever is the greater), as shown in the Schedule. This compensation does not apply if your full-time domestic employees have insurance that covers the loss or damage.
5. Contents of refrigerators and freezers

We cover accidental spoiling of the contents of your refrigerators or freezers inside your private residence and outbuildings caused by a change in temperature.

However, we do not cover the following:

5.1 spoiling caused by someone adjusting the temperature control;

5.2 damage to the refrigerators or freezers;

5.3 spoiling as a result of a total or partial interruption, interference, suspension, blackout, failure, of any electricity supply irrespective of the duration thereof or its geographical extent;

5.4 spoiling as a result of non-payment or non-purchase of power or any type of fuel.

Our compensation is limited to the amount, or percentage of the insured amount for the item (whichever is the greater), as shown in the Schedule.

6. Storage costs for contents after damage

We will compensate you for the necessary storage costs you incur to safeguard your insured property after an insured event has occurred.

Our compensation is limited to the amount, or percentage of the insured amount for the item (whichever is the greater), as shown in the Schedule.

7. Trauma treatment

We will compensate you for the fees charged by a registered professional counsellor for the treatment of trauma amounting to a disability event caused directly by theft, burglary, hijacking or fire that occurred in your private residence or on your premises. You must have paid for these costs and it must not be recoverable from any other insurance or facility.

Our compensation is limited to the amount shown in the Schedule.

If “Trauma treatment” of the Personal Accident, Vehicles, Watercraft or Buildings section applies to the same event, we will compensate you under either one of the relevant sections only.

8. Guards

We will compensate you for the employment of guards to protect your insured property after an insured event has occurred.

Our compensation is limited to the amount shown in the Schedule.

If “Guards” of the Buildings section applies to the same event, we will compensate you under either one of the relevant sections only.
9. **South African record**

We will compensate you if you obtain a recognised and official South African record in any amateur sporting event. The relevant sporting federation or association must give us written confirmation of the South African record.

We will not compensate you for:

9.1 more than one record during a calendar month;

9.2 more than three (3) records during any 12-month period;

9.3 a new record.

Our compensation is limited to the amount shown in the Schedule.

10. **Restoration of computer data**

We cover restoration of the data of your computer at your private residence following loss or damage caused by an insured event.

Our compensation is limited to the amount shown in the Schedule.

**OPTIONAL COVER**

(Only if shown in the Schedule as included.)

If a heading below is shown in the Schedule, we will cover you as shown under that heading. If the heading is not shown, you do not have that Optional Cover.

1. **Mechanical, electrical or electronic breakdown**

We will compensate you for loss of or damage to your insured property caused by mechanical, electrical or electronic breakdown while it is in your private residence or on your premises.

This cover functions independent of the mechanical, electrical or electronic breakdown cover available under Optional Cover 5. – “Worldwide assets all risks cover”.

Our compensation is limited to the amount shown in the Schedule.

2. **Extension for Limited Bed-and-Breakfast cover**

In the event that cover and limits for the same cover are shown under Extended Basic Cover, Convenience Benefits or Optional Cover, it will be replaced by the cover and limits of this extension, where applicable.

The cover under this extension will apply only if three or fewer bedrooms of your private residence are rented out to guests and you live in the private residence on a permanent basis.
2.1 Stock-in-trade

We will cover stock-in-trade if the insured amount shown in the Schedule for the House Contents section, that includes the stock-in-trade of your bed and breakfast, is adequate. If the insured amount is not adequate, average will apply.

2.2 Increase in peak period

The amount shown in the Schedule for the House Contents section will be increased by a percentage shown in the Schedule for:

2.2.1 long weekends;

2.2.2 during festivals; and

2.2.3 during school holidays shown on the official provincial school calendar.

2.3 Loss of or damage to personal effects of paying guests

We will compensate you for loss or damage caused by an insured event to the personal effects, excluding money and any items of an exchangeable nature, that belong to paying guests while the personal effects are inside your private residence. The cover excludes household goods and personal effects insured elsewhere.

Our compensation is limited to the amount shown in the Schedule.

2.4 Trauma compensation for paying guests

We will compensate you for any fees charged by a registered professional counsellor for the treatment of trauma suffered by a paying guest amounting to a disability event caused directly by theft, burglary, hijacking or fire that occurred in your private residence or on your premises. You must have paid for these costs and it must not be recoverable from any other insurance or facility.

Our compensation is limited to the amount shown in the Schedule.

2.5 External signs, blinds and canopies

We will compensate you for damage caused by an insured event to:

2.5.1 external signs at the premises or elsewhere;

2.5.2 blinds and canopies at your premises.

Our compensation is limited to the amount shown in the Schedule.

2.6 Cleaning and dry-cleaning of guests' property

We will compensate you for your liability arising from accidental loss of or damage to guests' laundry while their laundry is being cleaned or dry-cleaned by you or upon your instruction by a third party.

Our compensation is limited to the amount shown in the Schedule.
2.7 Emergency expenses for paying guests

We will compensate you for the emergency expenses of a paying guest incurred as a result of an accidental bodily injury, but only if all the following conditions are met:

2.7.1 you incurred and paid for the emergency expenses;

2.7.2 the injury was caused directly by a defect in the private residence or premises at the risk address;

2.7.3 there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in the Schedule.

3. Stock-in-trade of your home industry

We will compensate you for loss of or damage to stock-in-trade of your home industry run from your premises, caused by an insured event at your premises.

Our compensation is limited to the amount shown in the Schedule.

4. Subsidence or landslip (comprehensive cover)

If this Optional Cover is selected, it replaces Extended Basic Cover 9. - “Subsidence or landslip (limited cover)”. We will compensate you for loss of or damage to your insured property caused by subsidence or landslip, or both.

However, we will not cover loss or damage following:

4.1 the faulty design or construction of any building;

4.2 the removal or weakening of supports of any building;

4.3 structural alterations, additions or repairs;

4.4 excavations above or below ground, except excavations performed during mining operations.

If we require it, you must prove that the loss or damage being claimed for was caused by subsidence or landslip, or both.

5. Worldwide assets all risks cover (for qualifying clients only)

5.1 Cover option 1 – Worldwide assets all risks cover excluding mobile communication devices, audio-visual equipment, computer equipment and its accessories

We cover loss of or damage to your insured House Contents property while temporarily removed from your private residence or your premises. The cover is applicable worldwide, but does not override any other cover and/or limits that are more specifically shown in this policy or in the Schedule.

Mechanical, electrical or electronic breakdown cover is excluded (unless specifically shown as included in the Schedule under this cover option).
Our compensation is limited to the amounts shown in the Schedule.

5.2 Cover option 2 – Worldwide assets all risks cover including mobile communication devices, audio-visual equipment, computer equipment and its accessories

We cover loss of or damage to your insured House Contents property while temporarily removed from your private residence or your premises. The cover is applicable worldwide, but does not override any other cover and/or limits that are more specifically shown in this policy or in the Schedule.

Mechanical, electrical or electronic breakdown cover is excluded (unless specifically shown as included in the Schedule under this cover option).

Our compensation is limited to the amounts shown in the Schedule.

5.3 Conditions (applicable to Cover option 1 and 2)

5.3.1 Should the loss of or damage to your insured property occur in your private residence or on your premises, the cover stated under the heading, Basic Cover 2. – “Cover basis”, will apply.

5.3.2 This cover will be seen as in addition to your House Contents sum insured for the purpose of the application of Average as described under the House Contents section of the policy.

5.3.3 For theft or burglary related losses or damages that occur in your private residence or on your premises, the precautionary conditions of the House Contents section will apply.

5.3.4 This cover is otherwise subject to all the terms, conditions and exclusions of this policy, unless otherwise stated.

5.4 Exclusions (applicable to Cover option 1 and 2)

Loss of or damage:

5.4.1 of or to any item specified under the All Risks section;

5.4.2 payable in terms of Basic Cover and Extended Basic Cover of the House Contents section;

5.4.3 due to mechanical, electrical or electronic breakdown of or to any mobile communication device, audio-visual equipment, computer equipment and its accessories, unless this extension has been specifically opted for and is shown in the Schedule to be included under the Cover option selected;

5.4.4 excluded in terms of Basic Cover under the heading, Basic Cover 2. – “Cover basis” – “Cover for accidental damage excludes”. However, loss of or damage to cellular devices (excluded as per 2.3.6 under the heading, Basic Cover 2. - “Cover basis”) will be covered if Cover option 2 has been selected;

5.4.5 due to electronic viruses, trojans, worms or similar destructive media interferences;

5.4.6 caused by theft from any vehicle which is left unattended and where the items were not in the locked luggage compartment or locked interior of the vehicle.
5.4.7 The following House Contents exclusions under the heading, "Not covered by this section", are not applicable:

- property that is more specifically insured, in this or any other policy, other than for any amount more than the specified insured amount;

This exclusion will, however, still apply if the loss of or damage to your insured property occurs in your private residence or on your premises.

- loss or damage arising from claims occurring outside the countries defined under the House Contents section.

**TERMS AND CONDITIONS**

1. Insured amount, basis of indemnity and limit of compensation

The insured amount for the property insured, as shown in the Schedule, must throughout the period of this policy represent the current replacement value of similar new property.

Payments under Extended Basic Cover and Convenience Benefits are additional to the insured amount for Basic Cover. The basis of indemnity for the loss of or damage to the insured property, or part of it, will be the current replacement value of similar new property, limited to the insured amount, as shown in the Schedule.

Articles susceptible to immediate changes in values depending on the rand exchange rate to major currencies, should be reviewed at least once a quarter. The onus is on you to keep us informed should any insured item’s replacement value need to be adjusted on the basis that a change in the rand value of the item has occurred.

For a single claim or series of claims arising from a single event, we give compensation either:

1.1 limited to the insured amount shown in the Schedule; or

1.2 limited to the amount shown under Basic Cover.

2. Average

If, according to our calculations, the amount needed to replace all your insured property with similar new property at the time of any loss or damage, is more than the insured amount, we will not pay you the full amount of the loss or damage. You will be your own insurer for the difference between the insured amount and the amount needed to replace all the insured property. Therefore, you will be responsible for a proportional share of the loss or damage.

Let us assume you are insured for R500 000, but the replacement value of your property is R1 000 000. This means you are only insured for half of the replacement value.
You must cover the other half. For example, if you suffer damage to the value of R100 000, we will only pay half of this amount, which is R50 000, which will be calculated as follows:

<table>
<thead>
<tr>
<th>Insured for</th>
<th>R 500 000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replacement value</td>
<td>R 1 000 000</td>
</tr>
<tr>
<td>Claim</td>
<td>R 100 000</td>
</tr>
<tr>
<td>Calculation:</td>
<td>R 100 000</td>
</tr>
<tr>
<td></td>
<td>R 500 000</td>
</tr>
</tbody>
</table>

\[
\frac{100 000}{1} \times \frac{500 000}{1000 000} = R 50 000
\]

We will only pay you R50 000.

This condition applies separately to each item in the Schedule.

3. **Valuable articles**

We will only compensate you for loss of or damage to furs, jewels, jewellery, gemstones, watches and articles made of platinum, gold or silver up to one third of the insured amount for the contents of your private residence.

4. **Security measures**

4.1 **Burglar bars**

If we require burglar bars, as described in the Schedule, we will compensate you for theft or burglary only if:

4.1.1 the required burglar bars are fitted;

4.1.2 the required burglar bars have not been removed without our permission.

4.2 **Security gates**

If we require security gates, as described in the Schedule, we will compensate you for theft or burglary only if:

4.2.1 the required security gates are fitted;

4.2.2 the required security gates are locked when you or any person you have authorised to look after your private residence leaves your private residence unattended;

4.2.3 the required security gates have not been removed without our permission.

4.3 **Alarm system**

If we require an alarm system, as described in the Schedule, we will compensate you for theft or burglary only if:

4.3.1 the required alarm system is installed;

4.3.2 the required alarm system is in working order;
4.3.3 none of the "passive infrared motion detectors" of the required alarm system are obstructed or bypassed;

4.3.4 your private residence and your outbuildings are left unattended and the required alarm system has been set by you or any person you have authorised to look after your private residence and outbuildings, or your private residence, but not your outbuildings, is left unattended and the required alarm system has been set by you or any person you have authorised to look after your private residence; and

4.3.5 the required alarm system has not been removed without our permission.

4.4 Perimeter security

If we require perimeter security, as described in the Schedule, we will compensate you for theft or burglary only if:

4.4.1 the required perimeter security is maintained and kept in working condition;

4.4.2 the required perimeter security has not been altered or removed without our permission.

NOT COVERED BY THIS SECTION

The following are not covered, unless specifically shown otherwise in the Schedule:

1. property that is more specifically insured, in this or any other policy, other than for any amount more than the specified insured amount;

2. loss or damage arising from claims occurring outside the countries set out in this policy;

3. property, whether it is processed or not, obtained with the purpose of disposing of it in a business transaction;

4. money (other than as provided for under Basic Cover 3.3), securities for money, deeds, bonds, bills of exchange, promissory notes, negotiable and other documents, stamps, manuscripts, rare books, medals and coins;

5. vehicles, watercraft (excluding surfboards, kiteboards, paddle skis, kayaks, canoes, surf skis, windsurf boards, sailboards, waterjets and model boats), aircraft (excluding model aircraft and drones), other aerial devices and all tools, spare parts and accessories of these vehicles, aircraft or watercraft that are on, in or attached to it;

6. golf carts and ride-on lawnmowers, motorcycles, scooters, scramblers or quad bikes and all tools, spare parts and accessories related and attached to any of the listed items. Other non-licenced types of vehicles such as motorised kiddie’s cycles, autocycles, power-driven/assisted pedal cycles, motorised wheelchairs, shop/mall riders will not be considered as excluded;

7. animals;

8. loss or damage from or relating to any exchange, cash or credit sale agreement, including theft under false pretense and fraud;
9. loss of or damage to property in the open caused by storm, water, wind, hail or snow, unless the insured property is designed to exist in the open;

10. the cost of reproduction or repair of data of any kind, other than provided for under Convenience Benefits 10 - “Restoration of computer data”;

11. theft or attempted theft while your private residence is lent, let or sublet to a tenant, and the tenant or the tenant’s family or anyone else who is linked or connected to the tenant or the tenant’s family, is directly or indirectly responsible for such loss or damage;

12. loss, damage or breakage covered by a manufacturer’s purchase agreement, guarantee or service contract.

DEFINITIONS

“you/your” means the person insured in this section whose name is shown in the Schedule under this section of the policy, including your spouse and any other members of your family or your spouse’s family who normally live with you.

“private residence” means the building of your home of which the wall and roof construction and risk address are shown in the Schedule.

“outbuilding/outbuildings” means the domestic rooms, private garages and private outbuildings which do not inter-lead with the private residence and are situated at and used in relation to your private residence at the risk address.

“premises” means the land on which your private residence and any outbuildings are situated.

“risk address” means the address of the premises on which your private residence and outbuilding(s) are situated.

“money” means cash, cheques, traveller’s cheques, postal orders, money orders, travel and other tickets, gift vouchers/cards and current postage stamps.

“collections” means a group of articles or objects that are meant to be kept together (e.g. coin collections or stamp collections).

“personal documents” means personal deeds, wills, agreements, maps, plans, records, books, letters and certificates, but excluding negotiable instruments or share certificates.

“countries” means the Republic of South Africa, Namibia, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi and Mozambique.
“burglary” means the unlawful taking of another person’s property with the intention to deprive them of permanent ownership when it is accompanied by breaking into or out of a building by actual, visible, forcible and violent means.

“theft” means the unlawful taking of another person’s property with the intention to deprive them of permanent ownership when it is not accompanied by breaking into or out of a building or vehicle by actual, visible and forcible means.

“bodily injury” means bodily injury caused by violent, accidental, external and visible means.

“tenant” means a person, other than you, who is allowed to occupy your private residence or outbuildings in terms of:

• an agreement with an internet service provider for accommodation; or
• a written lease agreement; or
• a verbal lease agreement;

but it does not include a paying guest, boarder or lodger who lives with you in your private residence.

“wild animals” means animals that live freely in natural surroundings and are not kept as pets or farm animals, or kept confined in any way.

“jewellery” means an adornment (such as a bracelet, ring or necklace) made of precious metals and may be set with gems. Jewellery also includes watches.

“power surge” means a sudden variation of voltage magnitude or a power spike in any electrical system, causing a variance in the household supply of electricity.

“computer equipment” means electronic devices or machines (e.g. laptops, notebooks, tablets and electronic gaming equipment) that manipulate data according to a list of instructions and have the ability to store and execute programs, consisting of hardware and supported by software, including all accessories.

“mobile communication devices” means portable electronic items, used for mobile communication, including all accessories (e.g. cellular phones and satellite navigation system receivers [GPSs]).
“audio-visual equipment” means recording and reproduction equipment used for capturing, recording, processing, storing, transmitting and reconstructing images or sounds, including all accessories (e.g. cameras, binoculars, TVs, decoders, portable DVD players, iPods, MP3 and MP4 players).

“disability event” means any event resulting in:

• the loss of a limb or sense organ, or the use thereof by a person; or

• a person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.
If any of the Basic Covers of this section are shown in the Schedule, your property is covered up to the limit of the insured amount shown thereunder.

**BASIC COVER**

1. **Clothing and personal effects**

   We will insure loss of or damage to:

   1.1 clothing and personal effects normally worn or carried by or on a person;
   1.2 personal sporting equipment normally worn or used by a person;
   1.3 walking or hearing aids, including non-motorised wheelchairs;
   1.4 baby equipment such as prams, baby carriers and baby or toddler car seats.

   Our compensation is limited to the amount, or percentage of the insured amount (whichever is the highest), shown in the Schedule for any one article, pair or set.

   **None of the following are covered under Basic Cover 1. – “Clothing and personal effects”, unless more specifically insured:**

   1.5 mobile communication devices (e.g. cellular phones, mobile data cards [e.g. 3G cards], satellite navigation system receivers [GPSs]) and accessories;
   1.6 computer equipment (e.g. laptops, notebooks, tablets and electronic gaming equipment) and accessories;
   1.7 portable gaming electronic equipment and accessories;
   1.8 stamp, medal and coin collections and personal documents (automatically included under Basic Cover of this section up to the amount stated in the Schedule);
   1.9 transport of groceries and household goods (automatically included under Basic Cover of this section up to the amount stated in the Schedule);
1.10 bicycles (automatically included under Basic Cover of this section up to the amount stated in the Schedule);

1.11 keys, access cards and remote control units (automatically included under Basic Cover of this section up to the amount stated in the Schedule);

1.12 theft of clothing from a washing line at your premises;

1.13 gardening equipment controlled by a driver and all tools, spare parts and accessories therein, thereon or attached thereto;

1.14 surfboards, kiteboards, paddle skis, kayaks, canoes, surf skis, windsurf boards, sailboards, waterjets and model boats;

1.15 non-licensed type of vehicles such as motorised kiddie’s cycles, autocycles, power-driven/assisted pedal cycles, motorised wheelchairs, shop/mall riders;

1.16 any property more specifically insured.

2. Stamp, medal and coin collections and personal documents

We will compensate you for:

2.1 the current catalogue or pricelist value of a single stamp or coin, or a single set of stamps or coins that is lost or damaged;

2.2 the value of the materials and the cost of labour to replace lost or damaged personal documents, including personal deeds, wills, agreements, maps, plans, records, books, letters, certificates, manuscripts and rare books. We will not compensate you if these documents are negotiable instruments or share certificates.

Our compensation is limited to the amount shown in the Schedule.

Additional cover can be specified under "Property specified in the Schedule".

3. Transport of groceries and household goods

We will compensate you for groceries and household goods while you transport these by any vehicle to your private residence. Our cover will only be valid within the first 24 hours after your purchase.

Our compensation is limited to the amount shown in the Schedule.

Additional cover can be specified under "Property specified in the Schedule".

4. Bicycles

We will compensate you for loss of or damage to a bicycle and its fitted accessories.

Our compensation is limited to the amount shown in the Schedule.

Additional cover can be specified under "Property specified in the Schedule".
5. **Keys, locks and remote control units**

We will compensate you for accidental loss of or damage to keys (including related locks which must be replaced due to the loss or damage), locks, access cards and remote control units used in connection with your private residence, vehicles or watercraft.

We will also compensate you for the reasonable costs you incur for calling out a locksmith due to an emergency caused by such loss or damage.

Our compensation is limited to the amount shown in the Schedule.

Additional cover can be obtained under “Property specified in the Schedule”.

6. **Tools, spare parts and travel accessories**

We will compensate you for loss of or damage to car tools, spare parts and travel accessories (such as seat covers, rubber mats, towing ropes, sun shields) while they are in the vehicle.

Our compensation is limited to the amount shown in the Schedule.

Additional cover can be obtained under the Vehicles section for vehicles covered.

**PROPERTY SPECIFIED IN THE SCHEDULE**

We will only cover property specifically insured in this section. This means that the property must be shown in the Schedule under “All Risks”. If it is not shown in the Schedule under “All Risks”, it is not insured.

1. **Mobile communication devices (including mechanical, electrical or electronic breakdown)**

   We will compensate you for loss of or damage to mobile communication devices as shown in the Schedule and its accessories.

2. **Audio-visual equipment (including mechanical, electrical or electronic breakdown)**

   We will compensate you for loss of or damage to audio-visual equipment as shown in the Schedule. Television aerials and satellite dishes are included.

3. **Computer equipment and accessories (including mechanical, electrical or electronic breakdown)**

   We will compensate you for loss of or damage to computer equipment and accessories, including standard software generally available in retail stores, as shown in the Schedule.

4. **Items in a bank vault**

   We will compensate you for loss of or damage to items shown in the Schedule which are kept in a vault of a registered bank.
5. Other specified articles

We will compensate you for loss of or damage to any other specified articles shown in the Schedule.

TERMS AND CONDITIONS

1. Basis of indemnity

The basis of indemnity for the loss of or damage to the insured property, or part of it, will be the current replacement value of similar new property, limited to the insured amount as shown in the Schedule.

2. Pairs or sets

If an article that is lost or damaged was part of a pair or a set, we will not compensate you for more than the article's value proportionate to the total value of the pair or set.

If the lost or damaged article is of artistic or historical value, we will cover the pair or set if only one is lost or damaged on the following conditions:

2.1 it must be assessed and valued by a professional valuator;

2.2 the item must be specified.

NOT COVERED BY THIS SECTION

The following are not covered:

1. theft from any vehicle which is left unattended and where the items were not in the locked luggage compartment or locked interior of the vehicle;

2. the cost of reproduction or repair of data of any kind;

3. anything covered by any guarantee, service contract, purchase contract or any purchase agreement of any type;

4. property, whether it will be processed or not, obtained with the purpose to dispose of it in a business transaction (for example, to sell it);

5. vehicles, including golf carts and ride-on lawnmowers, motorcycles, scooters, scramblers or quad bikes and all tools, spare parts and accessories related and attached to any of the listed items. Other non-licenced type of vehicles such as motorised cycles, remote control model vehicles, autocycles, power-driven/assisted pedal cycles, motorised wheelchairs and shop/mall riders will not be considered as excluded;
6. watercraft and all tools, spare parts and accessories related and attached thereto, other than surfboards, kiteboards, paddle skis, kayaks, surf skis, windsurf boards, sailboards and model boats if specified under this section;

7. aircraft or other aerial devices (excluding model aircraft) and all tools, spare parts and accessories related and attached thereto;

8. money, securities for money, deeds, bonds, bills of exchange, promissory notes, cheques, postal and money orders, negotiable documents, travel and other tickets, and gift vouchers/cards;

9. manuscripts and rare books;

10. depreciation;

11. gradual causes (such as wear and tear, rust, mildew, corrosion, decay);

12. loss or damage:

12.1 caused by household pests (such as rodents, ants and moths);

12.2 caused by cleaning, repairing or restoring;

12.3 such as mechanical, electrical or electronic breakdown. However, if specifically shown in the Schedule, we will cover mechanical, electrical or electronic breakdown of mobile communication devices, audio-visual equipment, computer equipment and accessories;

12.4 from or in connection with any exchange, cash or credit sale agreement, including theft under false pretense and fraud;

12.5 due to electronic viruses, trojans, worms or similar destructive media interferences;

12.6 of glass, glassware or any fragile article due to cracking or scratching, unless caused by theft or fire. Jewellery, cameras, television or data-reproduction tubes or screens are not excluded.

**DEFINITIONS**

“you/your” means the person insured in this section whose name is shown in the Schedule under this section of the policy, including your spouse and any other members of your family or your spouse’s family who normally live with you.

“mobile communication devices” means portable electronic items, used for mobile communication, including all accessories (e.g. cellular phones, satellite navigation system receivers [GPSs]).
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“audio-visual equipment”</td>
<td>means recording and reproduction equipment used for capturing, recording, processing, storing, transmitting and reconstructing images or sounds, including all accessories (e.g. cameras, binoculars, TVs, decoders, portable DVD players, iPods, MP3 and MP4 players).</td>
</tr>
<tr>
<td>“computer equipment”</td>
<td>means electronic devices or machines (e.g. laptops, notebooks, tablets and electronic gaming equipment) that manipulate data according to a list of instructions and have the ability to store and execute programs, consisting of hardware and supported by software, including all accessories.</td>
</tr>
<tr>
<td>“Jewellery”</td>
<td>means an adornment (such as a bracelet, ring or necklace) made of precious metals and may be set with gems. Jewellery also includes watches.</td>
</tr>
</tbody>
</table>
BASIC COVER

1. Death or permanent disability

We will pay compensation for your accidental death or permanent disability caused directly by bodily injury within 12 months of an accident.

2. Compensation scale

2.1 Compensation for death – the amount shown in the Schedule next to your name.

2.2 Compensation for permanent disability – a percentage of the amount shown in the Schedule next to your name. The percentage that will apply can be found in the following compensation scale:

<table>
<thead>
<tr>
<th>Description of permanent disability</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss by physical separation at or above wrist or ankle of one or more limbs</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of four fingers of one hand</td>
<td>70%</td>
</tr>
<tr>
<td>Loss of thumb</td>
<td></td>
</tr>
<tr>
<td>• both phalanges</td>
<td>25%</td>
</tr>
<tr>
<td>• one phalanx</td>
<td>10%</td>
</tr>
<tr>
<td>Loss of finger</td>
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</tr>
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</tr>
<tr>
<td>• one phalanx</td>
<td>4%</td>
</tr>
<tr>
<td>Loss of metacarpals</td>
<td></td>
</tr>
<tr>
<td>• first or second (additional)</td>
<td>3%</td>
</tr>
<tr>
<td>• third, fourth or fifth (additional)</td>
<td>2%</td>
</tr>
<tr>
<td>Loss of toes</td>
<td></td>
</tr>
<tr>
<td>• all of one foot</td>
<td>30%</td>
</tr>
<tr>
<td>• big (both phalanges)</td>
<td>15%</td>
</tr>
<tr>
<td>• big (both phalanx)</td>
<td>2%</td>
</tr>
<tr>
<td>• other than big, if more than one toe lost, each</td>
<td>1%</td>
</tr>
<tr>
<td>Loss of hearing</td>
<td></td>
</tr>
<tr>
<td>• both ears</td>
<td>80%</td>
</tr>
<tr>
<td>• one ear</td>
<td>25%</td>
</tr>
<tr>
<td>Total and irreparable loss of sight in one or both eyes</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of:</td>
<td></td>
</tr>
<tr>
<td>• sight, except perception of light</td>
<td>75%</td>
</tr>
<tr>
<td>• lens of eye</td>
<td>75%</td>
</tr>
<tr>
<td>Total paralysis or being permanently bedridden</td>
<td>100%</td>
</tr>
<tr>
<td>Total disability from ever continuing the occupation or doing the normal work you have been trained for or have knowledge of</td>
<td>100%</td>
</tr>
</tbody>
</table>

Permanent total loss of use of a limb will be treated as loss of the limb. Where this compensation scale does not provide for a particular permanent disability, we will consider compensation for the permanent disability if, in our opinion, it does not contradict the scale of benefits.
EXTENDED BASIC COVER

1. Emergency expenses

We will compensate you for emergency expenses that you incur in the 12 months following an accident. However, these costs must not be recoverable from any other insurance, including any facility you may have.

Compensation is limited to the amount shown in the Schedule for each event.

2. Repatriation

We will compensate your estate for the reasonable and necessary costs for the return of your body to your normal place of residence, but only if your death resulted from an accident covered by this policy. However, these costs must not be recoverable from any other insurance, including any facility you may have.

Compensation is limited to the amount shown in the Schedule.

3. Trauma treatment

We will compensate you for the fees charged by a registered professional counsellor for the treatment of trauma amounting to a disability event caused directly by a violent act of theft, burglary, hold-up, an accident, actual or attempted hijacking or fire. You must have paid for these costs and it must not be recoverable from any other insurance or facility.

Compensation is limited to the amount shown in the Schedule.

If “Trauma treatment” of the House Contents, Vehicles, Watercraft or Buildings section applies to the same event, we will compensate you under either one of the relevant sections only.

4. Mobility cover

We will compensate you for the reasonable and necessary costs of revamping your dwelling and/or vehicle to make provision for the use of a wheelchair due to accidental bodily injury to you.

Compensation is limited to the amount shown in the Schedule per insured person.

If "Special alterations" cover under the Buildings section applies to the same event, we will compensate you under either one of the relevant sections only. We will also compensate you for the cost of buying a wheelchair due to accidental bodily injury to you.

OPTIONAL COVER

(Only if shown in the Schedule as included.)

If a heading below is shown in the Schedule, we will cover you as shown under that heading. If the heading is not shown, you do not have that Optional Cover.
1. **Temporary total disablement**

   We will compensate you for temporary total disablement caused directly by bodily injury due to an accident if you cannot continue your occupation or do the normal work you have been trained for or have knowledge of.

   We will provide weekly compensation up to the amount per week and the number of weeks shown in the Schedule.

**TERMS AND CONDITIONS**

1. **Maximum compensation payable**

   We will compensate you up to the amount shown in the Schedule under “Death or permanent disability” for any single claim or series of claims resulting from the same event that happens during the period of insurance.

2. **Other insurance**

   General Condition 10. – “Other insurance” does not apply to this section.

3. **Medical examinations**

   You must undergo, at our cost, any medical examination we require.

4. **Medical advice**

   If you have any bodily injury that may result in a claim, you must seek medical advice within a reasonable time and follow that advice. If you do not fulfil this condition, we have the right to refuse compensation for any consequences of your failure to follow the advice.

5. **Compensation in the event of your death**

   If you die, compensation will be paid to your estate.

6. **More than one insured**

   If more than one person is stated as the insured in the Schedule, each person will be covered for a proportional share of the available benefits under this section.

**NOT COVERED BY THIS SECTION**

We will not provide compensation for:

1. death, permanent disability or temporary total disablement due to:
   
   1.1 suicide, attempted suicide or intentional self-inflicted injury;
1.2 insanity, neurosis or stress-related conditions;
1.3 any physical disability or infirmity present at the start of this insurance;
1.4 sickness or disease of any nature present at the start of this insurance;
1.5 pregnancy, childbirth, miscarriage, abortion or any consequences of these activities.

2. your participation in any:
   2.1 defence force, police service or correctional services activities;
   2.2 racing other than on foot or in a non-motorised watercraft;
   2.3 motorcycle riding;
   2.4 mining activities;
   2.5 manufacture or use of explosives;
   2.6 wilful misconduct;
   2.7 professional sports.

3. you being under the influence of intoxicating liquor or drugs;
4. you driving a vehicle while your blood or breath alcohol concentration exceeds the legal limit;

We will not provide compensation if:

5. you are younger than 16 years of age when the accident happens.

**DEFINITIONS**

“you/your” means any person whose name is shown in the Schedule of this section, under the heading “insured persons”.

“death” means death occurring within 12 consecutive months of the accident.

“bodily injury” means bodily injury caused by violent, accidental, external and visible means.

“accident” means an accident that is the direct cause of bodily injury being sustained.

“permanent disability” means permanent disability, as described in the compensation scale, occurring within 12 consecutive months after sustaining the bodily injury.

“temporary total disablement” means total and absolute incapacity from following your usual business.
“disability event” means any event resulting in:

• the loss of a limb or sense organ, or the use thereof by a person; or

• a person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.
PERSONAL LEGAL LIABILITY

BASIC COVER

1. Personal legal liability

We will compensate you for your legal liability for:

1.1 accidental death, bodily injury or illness of any person;

1.2 accidental physical loss of or damage to tangible property of any person.

We will pay the compensation, regardless of where in the world the event takes place. Our compensation includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

Our compensation is limited to the amount shown in the Schedule for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.

2. Personal legal liability for wrongful arrest

We will compensate you for your legal liability to any person resulting from the wrongful arrest or frisking of a person, including assault related to the wrongful arrest or frisking. The compensation includes all legal and other costs we agree to in writing.

We will compensate you up to the amount shown in the Schedule for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.

3. Credit cards, purchase cards and SIM cards (such as a card for use in cellular communication devices)

We will compensate you for your legal liability because of the unlawful use of your credit, purchase or SIM cards by a person not related to you. To receive compensation, a registered financial services provider, merchant or cellular phone provider must have officially issued the credit, purchase or SIM cards in your name and you must have complied with all the terms of the issued cards.

The compensation includes all legal and other costs we agree to in writing.

We will compensate you up to the amount shown in the Schedule for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.
4. **Defamation, libel and slander**

We will compensate you for the amount shown in the Schedule if you incur legal liability arising from the unintentional defamation of or impairment of another person’s dignity, whether arising from the spoken word, printed word or which is distributed by electronic device and/or any social media.

Our compensation is limited to the amount shown in the Schedule.

5. **Hole-in-one**

We will compensate you for the amount shown in the Schedule if you hit a hole-in-one while playing golf as an amateur. To receive compensation, you must have played in a golf game on a registered golf course under the recognised rules of the game. The secretary of the golf club where you hit the hole-in-one must confirm the hole-in-one in writing.

6. **Full house**

We will compensate you for the amount shown in the Schedule if you score a full house while playing bowls as an amateur. To receive compensation, you must have played in an official competition as part of a team of two, three or four, on a registered bowling green under the recognised rules of the game with all eight or nine bowls to count. The secretary of the bowling club where you achieved the full house must confirm the full house in writing. If more than one person as defined under “you” (according to the definition in this section) scores a full house, we will pay compensation only once for each full house.

7. **Personal legal liability to domestic employees**

We will compensate you for your legal liability due to the accidental death of, or bodily injury to, your domestic employees that arises from and in the course of their employment, to claims not payable in terms of the Compensation for Occupational Injury and Diseases Act (COIDA), Act 130 of 1993. The compensation includes all legal and other costs we agree to in writing.

We will compensate you up to the amount shown in the Schedule for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.

Exclusion 12. under the heading, “Not covered by this section”, does not apply to this compensation.

8. **Tenant’s or guest’s liability**

We will compensate you for your legal liability for amounts that you as a tenant or as a temporary guest of a building must pay as compensation to the owner of the building due to loss of or damage to the buildings and/or its contents, fixtures or fittings in it, directly caused by any of the following:

8.1 storm, water, hail or snow;

8.2 theft or attempted theft;

8.3 fire or explosion;

8.4 breakage of glass, mirrors or sanitaryware not including chipping, scratching or disfiguration;
8.5 damage to supply connections between the public supply and the buildings;

8.6 collision by animals or vehicles;

8.7 loss of or damage to keys, locks and remote control units.

The compensation includes all legal and other costs we agree to in writing.

We will compensate you up to the amount shown in the Schedule for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.

This policy will pay in accordance with your common law rights and will not respond to liabilities attaching to you as a result of an agreement you have entered into, unless such liabilities would attach in the absence of the contract.

Exclusion 11. under the heading, "Not covered by this section", does not apply to this compensation.

9. Security companies

We will compensate you for your legal liability to any person for amounts that you must pay as compensation in terms of a written contract with a vehicle tracking, armed response or security company. Such liability must result from the actions of a security/armed response company pertaining to your property or the tracking and recovery of your insured vehicle by a tracking company to which you subscribe.

Our liability is limited to the policy compensation for your liability. Exclusion 5. of the General section under the heading, "Not covered by this section" is not applicable to any liability which is accepted in terms of a written contract entered into with any entity that delivers security services or armed response or vehicle tracking services in respect of the property covered under the Vehicles, House Contents or Buildings section.

10. Identity theft

We will compensate you up to the amount shown in the Schedule for identity theft that leads to real or potential prejudice, and results in legal liability or financial loss (or both) because of the fraudulent use of your personal information and identity by an unknown person or institution. We do not cover any identity theft caused by your own negligence.

The compensation is limited to the amount shown in the Schedule.

This cover can be extended under the optional Legal Costs and Legal Expenses cover available on this policy.

11. Good Samaritan acts

We will compensate you for loss or damage following an act that is performed by you in coming to the aid of a person in an emergency situation where such person is injured, ill, or otherwise imperilled.

We will compensate you up to the amount shown in the Schedule for any single claim.
NOT COVERED BY THIS SECTION

Unless specifically shown otherwise in the Schedule, we will not compensate you for legal liabilities relating to:

1. legal costs and expenses incurred after the date we paid or offered to pay:
   1.1 the full amount of the claim; or
   1.2 a lesser amount that we believe the claim can be settled for; or
   1.3 the maximum amount for which we are liable.

2. your business, trade or occupation. This exclusion will not apply to the optional Limited Bed-and-Breakfast extension of the House Contents section of this policy;

3. your ownership, possession or occupation of land/stand, buildings or structures. This exclusion does not apply if the property is a building or structure and the contents or building is covered by this policy;

4. any building activity;

5. vibration or the removal or weakening of, or interference with, the support of land, buildings or property;

6. the ownership, possession, use or handling of vehicles (including trailers and caravans), watercraft, aircraft or other aerial devices (including drone aircraft and other aerial devices associated with a drone aircraft). Radio controlled or model vehicles, model watercraft and model aircraft are not excluded;

7. the ownership, possession, use or handling of firearms, air guns or animals (other than domesticated animals);

8. fines, penalties or punitive damages;

9. any gradual cause which does not result from a sudden and identifiable event;

10. non-compliance by you or your legal representative with the terms of this policy;

11. accidental loss of or damage to property you or any person in your service owns, rents, borrows, keeps in trust, or has control or custody of (other than domestic carpet or floor cleaning equipment hired for personal domestic use only);

12. accidental death of, bodily injury to, or illness of you or any person in your service if the liability results from their service;

13. any intentional acts performed or committed by you, unless these were performed in good faith and/or in order to save or preserve the life of another person.
DEFINITIONS

“you/your” means the names shown in the Schedule, your spouse and any other member of your family or your spouse's family who normally lives with you.

“any person” means a person who is not employed by you, a person whose name is not shown in the Schedule or a member of your family who normally does not live with you.

“bodily injury” means bodily injury caused by violent, accidental, external and visible means.

“emergency situation” means a situation that poses an immediate risk to health, life, property or environment.
BASIC COVER

Our compensation depends on the limit of compensation and the type of cover you have chosen as shown in the Schedule. The types of cover are listed below.

1. Comprehensive

If you have this option, we cover accidental loss of or damage to the vehicle. If the vehicle is a hybrid or pure electric vehicle, we also cover electrical or mechanical breakdown to the hybrid operating system or electric drivetrain occurring as a direct result of an accident. If we decide that it is not economical to repair the vehicle, our compensation will be as shown in the Schedule. Cover includes amounts for which you are legally liable to a third party if the liability relates to the vehicle.

2. Comprehensive, excluding theft and hijack

If you have this option, we cover accidental loss of or damage to the vehicle. Cover excludes loss or damage caused by theft or hijack or any attempt at theft or hijack. If we decide that it is not economical to repair the vehicle, our compensation will be as shown in the Schedule. Cover includes amounts for which you are legally liable to a third party if the liability relates to the vehicle.

3. Limited (fire, theft and hijack)

If you have this option, we cover accidental loss of or damage to the vehicle only if the loss or damage is caused by fire, lightning, explosion, theft or hijack or any attempted theft or hijack. If we decide that it is not economical to repair the vehicle, our compensation will be as shown in the Schedule. Cover includes amounts for which you are legally liable to a third party if the liability relates to the vehicle.

4. Third party only

If you have this option, we cover amounts for which you are legally liable to a third party if the liability relates to the vehicle.

EXTENDED BASIC COVER

1. Tow-in cost and safeguarding

We will compensate you for the reasonable costs to safeguard your vehicle and move it to the closest repairer if you have a valid claim for the vehicle under this section.
This cover includes the removal and safekeeping of any batteries, as well as the disposal of damaged batteries if the vehicle is a hybrid or pure electric vehicle.

This cover is restricted to the Republic of South Africa, Namibia, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi and Mozambique.

2. Emergency repairs

We will compensate you for emergency repairs to allow you to continue your journey if you have a valid claim for the vehicle under this section. You may authorise these emergency repairs, without first obtaining our approval, only if the repairer gives you a full itemised invoice, which must be sent to us.

If the vehicle is a hybrid or pure electric vehicle, the term emergency repairs also includes the cost of charging a battery or batteries required to support the drivetrain of the vehicle, as well as the cost of obtaining and fitting a new battery if an existing battery has been damaged or does not operate.

Our compensation is limited to the amount shown in the Schedule.

3. Delivery after repairs

We will compensate you for the reasonable costs to deliver the vehicle to your home address as shown in the Schedule after the completion of our authorised repairs.

4. Tow-in cost and safeguarding after mechanical breakdown

We will compensate you for the reasonable cost of safeguarding and moving the vehicle if it has a mechanical or electrical breakdown. If the vehicle is a pure electrical vehicle, this cover also includes tow-in costs and safeguarding in the event of insufficient charge to complete your journey. This cover applies only once during any renewal period of cover provided by this section.

This cover is the only one where we will compensate you for loss or damage caused by mechanical or electrical breakdown.

Our compensation is limited to the amount shown in the Schedule.

5. Vehicle transfer cover (for any vehicle you buy)

We cover loss of or damage to a vehicle you have purchased, but only for the first 72 hours after you have taken physical possession of the vehicle. This cover applies only if all of the following conditions are met:

5.1 you have purchased the vehicle from a member of the motor trade;
5.2 the seller has no insurance that covers the vehicle;
5.3 you have at least one vehicle insured for Comprehensive cover under this policy;
5.4 you add the vehicle for Comprehensive cover under your policy before we will handle your claim.

If we decide the vehicle is uneconomical to repair, our compensation will not be more than the lowest of:

5.4.1 the reasonable retail value of the vehicle you have bought; or
5.4.2 the limit of compensation as shown in the Schedule.

6. Replacement of your car or light delivery vehicle after a claim

We may replace your car or light delivery vehicle with a similar make and model if all the following conditions are met:

6.1 you have a valid claim for the car or light delivery vehicle under this section; and

6.2 we decide that it is not economical to repair the car or light delivery vehicle; or

6.3 the car or light delivery vehicle is stolen and not recovered within a reasonable period; and

6.4 the car or light delivery vehicle is not more than 12 months old from the date of first registration; and

6.5 the car or light delivery vehicle has travelled less than 30,000 kilometres; and

6.6 a similar new car or light delivery vehicle is available on the local new-vehicle market.

If you refuse that we replace your car or light delivery vehicle with a similar make and model, our compensation will be the limit of compensation of the car or light delivery vehicle as shown in the Schedule.

In all cases you are required to insure for the new replacement value of your vehicle or a similar vehicle for the first 12 months from the date of first registration. Thereafter the vehicle is insured for the reasonable retail value of the vehicle or a similar vehicle where the insured vehicle model is no longer available.

7. Difference in excess cover for a rented vehicle

If your vehicle, which must be insured for Comprehensive cover, is the subject of a claim under this policy and you rented a substitute vehicle which is stolen or damaged, we will compensate you for the difference in the excesses if the excess for the rented vehicle is more than the excess that applies to your vehicle under this section.

This cover will only apply if you have taken the insurance protection offered by the car hire company.

Our compensation is limited to the amount shown in the Schedule.

8. Loss of keys

We will compensate you for the cost of replacing locks and keys, including any remote controls and, if necessary, the reprogramming of any coded security system of the vehicle.

We will only pay this compensation after:

8.1 the disappearance or theft of the keys or remote controls, or both;

8.2 the reasonable belief that an unauthorised person may be in possession of a duplicate key or remote control;
8.3 damage to the locks.

Our compensation is limited to the amount shown in the Schedule.

9. Replacement of tyres and/or rims

We will compensate you for the cost of replacing tyres and/or rims, damaged or destroyed through normal use on paved or tarred roads and freeways. No loss or damage is payable for damage or destruction which occurs on gravel roads or while driving off road.

This cover applies to all tyres from the date of first purchase up to 50 000 kilometres or fifty percent (50%) of the tyre thread, whichever comes first. You are required to submit proof of the purchase and payment for any tyres and/or rims which are being claimed for.

Cover is limited to two events per annum and only the damaged tyres will be replaced under this extension.

Our compensation is limited to the amount shown in the Schedule.

Exclusion 1.4 under the heading, “Not covered by this section”, does not apply to this cover.

10. Repatriation costs

We cover the reasonable costs of returning your vehicle to the Republic of South Africa after a valid claim under this section.

This cover is restricted to Angola, Zambia, Kenya, Tanzania, Burundi, Rwanda, Uganda and the Democratic Republic of the Congo (DRC).

Your vehicle has to be insured under one of the following cover types:

• Comprehensive
• Comprehensive, excluding theft and hijack
• Limited (fire, theft and hijack)

Our compensation is limited to the amount shown in the Schedule.

CONVENIENCE BENEFITS

1. Emergency expenses of passengers (your family)

After loss of or damage to the vehicle in which they travel, we will compensate you for emergency expenses you incur and pay because of accidental bodily injury to members of your family, who normally live with you. At the time of the injury, the member of your family must be seated in the vehicle's permanent enclosed passenger-carrying compartment. It must not be possible to recover the emergency expenses from any other insurance or facility.

Our compensation is limited to the amount shown in the Schedule.
2. Emergency expenses of passengers (other than your family)

After loss of or damage to the vehicle in which they travel, we will compensate you for emergency expenses you incur and pay because of accidental bodily injury to passengers. At the time of the injury, the passenger must be seated in the vehicle's permanent enclosed passenger-carrying compartment. The passenger cannot be a member of your family who normally lives with you. It must not be possible to recover the emergency expenses from any other insurance or facility.

Our compensation is limited to the amount shown in the Schedule.

3. Emergency accommodation and/or travelling

We will compensate you for emergency accommodation for up to two nights and/or travelling expenses for you and any passenger travelling with you, if you cannot complete your journey in the vehicle because it is lost or damaged.

This cover does not apply if you claim under Extended Basic Cover 4. - “Tow-in cost and safeguarding after mechanical breakdown”.

This benefit only applies if you have selected Comprehensive; Comprehensive, excluding theft and hijacking; or Limited (fire, theft and hijacking) cover.

Our compensation is limited to the amount shown in the Schedule.

4. Emergency costs

We will compensate you for costs of emergency services you are liable to pay to any public authority after any loss of or damage to the vehicle.

Our compensation is limited to the amount shown in the Schedule.

5. Recovery costs (this only applies if you have selected Comprehensive or Limited cover)

We will compensate you for the reasonable costs you incur with our written consent to recover the vehicle when it is found after it has been stolen or hijacked.

Our compensation is limited to the amount shown in the Schedule.

6. Trauma treatment

We will compensate you for the fees charged by a registered professional counsellor for the treatment of trauma amounting to a disability event caused directly by an accident or actual or attempted hijacking of the vehicle. You must have paid for these costs and it must not be recoverable from any other insurance or facility.

Our compensation is limited to the amount shown in the Schedule.

If “Trauma treatment” of the House Contents, Personal Accident, Watercraft or Buildings section applies to the same event, we will compensate you under either one of the relevant sections only.
7. Personal accident

We cover your accidental death or permanent disability caused directly by bodily injury within 12 months of any vehicle shown in the Schedule having been involved in a vehicle accident.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in the Schedule.

This compensation will be paid as follows:

7.1 in the event of your death, we will pay your estate the amount shown in the Schedule.

7.2 in the event of your permanent disability, we will pay a percentage of the amount shown in the Schedule.

The percentage that will apply will be calculated according to the following compensation scale:

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</tr>
<tr>
<td>Loss of toes</td>
<td></td>
</tr>
<tr>
<td>• all of one foot</td>
<td>30%</td>
</tr>
<tr>
<td>• big (both phalanges)</td>
<td>15%</td>
</tr>
<tr>
<td>• big (both phalanx)</td>
<td>2%</td>
</tr>
<tr>
<td>• other than big, if more than one toe lost, each</td>
<td>1%</td>
</tr>
<tr>
<td>Loss of hearing</td>
<td></td>
</tr>
<tr>
<td>• both ears</td>
<td>80%</td>
</tr>
<tr>
<td>• one ear</td>
<td>25%</td>
</tr>
<tr>
<td>Total and irreparable loss of sight in one or both eyes</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of:</td>
<td></td>
</tr>
<tr>
<td>• sight, except perception of light</td>
<td>75%</td>
</tr>
<tr>
<td>• lens of eye</td>
<td>75%</td>
</tr>
<tr>
<td>Total paralysis or being permanently bedridden</td>
<td>100%</td>
</tr>
<tr>
<td>Total disability from ever continuing the occupation or doing the normal work you have been trained for or have knowledge of</td>
<td>100%</td>
</tr>
</tbody>
</table>

Permanent total loss of use of a limb will be treated as loss of the limb.

Where this compensation scale does not provide for a particular permanent disability, we will consider compensation for the permanent disability if, in our opinion, it does not contradict the scale of benefits.
OPTIONAL COVER

(Only if shown in the Schedule as included.)

If a heading below is shown in the Schedule, we will cover you as shown under that heading. If the heading is not shown, you do not have that Optional Cover.

1. Specified accessories (such as car sound equipment) 1

We will compensate you for loss of or damage to accessories that form part of the vehicle and are described in the Schedule. We will also cover the accessories when temporarily removed from the vehicle.

Where the vehicle is insured on a guaranteed value basis the specified accessories will be settled on the same basis.

Our compensation is limited to the amount shown in the Schedule.

2. Cover for credit shortfall (without residual)

This cover only applies to a car or light delivery vehicle mentioned in the Schedule and insured for Comprehensive cover.

We cover the difference between the value of your vehicle as shown in your policy Schedule and the outstanding settlement value in terms of a credit agreement that you entered into.

We will pay this difference only if we accept a claim for your vehicle which was either:

2.1 in our opinion beyond economic repair following loss or damage; or

2.2 stolen and not recovered within a reasonable period.

The credit agreement that you entered into must fall under the definition of a "Credit Agreement" given in the National Credit Act, Act 34 of 2005.

Our compensation is limited to any amount still outstanding on your credit agreement less:

2.3 any arrear instalments or rentals, including interest payable on the arrears;

2.4 all refunds of premium for cancellation of any insurance cover relating to your vehicle;

2.5 the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled.

This applies if you had arranged to pay lower instalments for an initial period and a higher instalment at a later stage. In this case, we will not compensate you for the remaining amount you owe. We will only compensate you for what you still would have owed if you had arranged to pay back the loan in equal instalments over the term of the loan.
3. Cover for credit shortfall (with residual)

This cover only applies to a car or light delivery vehicle mentioned in the Schedule and insured for Comprehensive cover.

We cover the difference between the value of your vehicle as shown in your policy Schedule and the outstanding settlement value in terms of a credit agreement that you entered into.

We will pay this difference only if we accept a claim for your vehicle which was either:

3.1 in our opinion beyond economic repair following loss or damage; or

3.2 stolen and not recovered within a reasonable period.

The credit agreement that you entered into must fall under the definition of a "Credit Agreement" given in the National Credit Act, Act 34 of 2005.

Our compensation is limited to any amount still outstanding on your credit agreement less:

3.3 any arrear instalments or rentals, including interest payable on the arrears;

3.4 all refunds of premium for cancellation of any insurance cover relating to your vehicle.

The percentage of the residual value is shown in your policy Schedule.

4. Contents of caravans or trailers

We will compensate you for loss of or damage to the contents of a caravan or trailer, while the contents are kept in the caravan or its side tent or in the trailer or its tent. The caravan or trailer must be insured under this policy.

The basis of indemnity for the loss of or damage to the insured property will be the replacement value of similar new property.

Our compensation is limited to the amount shown in the Schedule.

We will not compensate you for:

4.1 fixtures and fittings;

4.2 loss of or damage to tools or goods and samples relating to a business, trade or occupation;

4.3 damage to glass, glassware or other breakable articles, due to cracking, scratching or breakage, unless caused by the caravan or trailer being involved in an accident.

5. Tools, spare parts and travel accessories

We will compensate you for loss of or damage to car tools, spare parts and travel accessories (such as seat covers, rubber mats, towing ropes, sun shields) while they are in the vehicle.

Our compensation is limited to the amount shown in the Schedule.
6. Car hire

6.1 We will facilitate a hired vehicle for you, subject to availability, in terms of your selection shown in the Schedule, if your vehicle is unusable or being repaired after a claim we have accepted under this section of the policy.

6.2 We will facilitate the hired vehicle only after we have received full information about the loss or damage.

6.3 Your hired vehicle will be provided for no longer than the period shown in the Schedule. The period for which we facilitate a hired vehicle for you will end as soon as any one of the following takes place:

- 6.3.1 the date on which the vehicle is repaired to your satisfaction, if we have authorised its repair;
- 6.3.2 the date on which we settle your claim by a cash payment;
- 6.3.3 the date on which we replace the vehicle.

6.4 This car hire option includes:

- 6.4.1 unlimited kilometres;
- 6.4.2 vehicle accident damage cover;
- 6.4.3 vehicle theft cover;
- 6.4.4 airport surcharge;
- 6.4.5 tourism levy;
- 6.4.6 delivery or collection up to 25 kilometres from the nearest car hire company contracted by us;
- 6.4.7 any two declared drivers.

6.5 We will not indemnify any of the following:

- 6.5.1 the following costs as stipulated in the agreement between you and the car hire company:
  - delivery or collection fees for more than 25 kilometres from the nearest car hire company contracted by us;
  - the cost of any extra declared drivers;
  - one-way drop-off fees;
  - car rental deposit;
  - administration fees for traffic fines;
  - breakage of windscreens/windows.
6.5.2 any excess included in any policy covering the hired vehicle, except as provided for under Extended Basic Cover. 7. “Difference in excess cover for a rented vehicle” in the Vehicles section;

6.5.3 undercarriage damage and damage caused by driving through streams and/or rivers and/or ponds and/or dams or lakes;

6.5.4 costs associated with the operation of the hired vehicle;

6.5.5 traffic fines;

6.5.6 the difference in costs between the car hire group you selected and a more expensive car hire group.

6.6 Unless specifically otherwise agreed prior to handing over the rented vehicle, you must have a valid credit card issued in your name with which to pay the car hire company for the above fees and excess.

6.7 It is your responsibility to find out these costs when you take delivery of the hired vehicle.

6.8 We will facilitate the hired vehicle for you only in the Republic of South Africa.

6.9 If you need a hired vehicle in any of the other countries, you may hire the vehicle from a registered car hire company in those countries. You must pay for it and send us a copy of the invoice. When we receive the invoice, we will compensate you.

6.10 We will not exceed the same amount that would have been payable per day if we had facilitated the hired vehicle in the Republic of South Africa.

7. 4X4 cover

This cover only applies to a car or light delivery vehicle mentioned in the Schedule and insured for Comprehensive cover. In the event that cover and limits for the same cover are shown under Extended Basic Cover, Convenience Benefits or Optional Cover, it will be replaced by the cover and limits of this 4x4 cover extension, where applicable.

7.1 Emergency repairs

We will compensate you for emergency repairs to your vehicle to allow you to continue your journey if you have a valid claim for the vehicle under this section.

You may authorise these emergency repairs, without first obtaining our approval, only if the repairer gives you a full itemised invoice, which must be sent to us.

Our compensation is limited to the amount shown in the Schedule.

7.2 Winching equipment

We will compensate you for sudden and unforeseen mechanical or electrical breakdown, failure, or electrical breakdown, failure, or breakage of the winching equipment of the vehicle.
This cover excludes breakdown and failure or breakage:

7.2.1 associated with defective design, defective parts, defective repair or operation of the winching equipment beyond the stipulated levels recommended by the manufacturer or supplier;

7.2.2 because of wear, tear or gradual deterioration of the equipment’s consumable parts or components, or cable or coupling devices.

Our compensation is limited to the amount shown in the Schedule.

7.3 Extinguishing costs

We will compensate you for any costs relating to extinguishing or fighting fire if the fire posed a danger to your vehicle and if you are legally liable for these costs.

Our compensation is limited to the amount shown in the Schedule.

7.4 Personal documents

We will compensate you for the cost of replacing:

7.4.1 lost or damaged personal documents, comprising of your identity documents, passports, visas and vaccination certificates;

7.4.2 any lost or damaged printed road maps or permits which allow the vehicle entry into or exit from countries.

Our compensation is limited to the amount shown in the Schedule.

7.5 Emergency expenses of passengers (your family)

After loss of or damage to the vehicle in which they travel, we will compensate you for emergency expenses you incur and pay because of accidental bodily injury to members of your family, who normally live with you. At the time of the injury, the member of your family must be seated in the vehicle’s permanent enclosed passenger-carrying compartment. It must not be possible to recover the emergency expenses from any other insurance or facility.

Our compensation is limited to the amount shown in the Schedule.

7.6 Emergency expenses of passengers (other than your family)

After loss of or damage to the vehicle in which they travel, we will compensate you for emergency expenses you incur and pay because of accidental bodily injury to passengers.

At the time of the injury, the passenger must be seated in the vehicle’s permanent enclosed passenger-carrying compartment. The passenger cannot be a member of your family who normally lives with you. It must not be possible to recover the emergency expenses from any other insurance or facility.

Our compensation is limited to the amount shown in the Schedule.
7.7 Loss of Keys

We will compensate you for the cost of replacing locks and keys, including any remote controls and, if necessary, the reprogramming of any coded security system of the vehicle.

We will pay this compensation after:

7.7.1 the disappearance or theft of the keys or remote controls, or both;
7.7.2 the reasonable belief that an unauthorised person may be in possession of a duplicate key or remote control;
7.7.3 damage to the locks.

Our compensation is limited to the amount shown in the Schedule.

7.8 Wreckage removal

We will compensate you for the costs of cleaning up and removing debris and wreckage of the vehicle if you have a valid claim for the vehicle under this section.

Our compensation is limited to the amount shown in the Schedule.

7.9 Head, tail or spotlights

We will compensate you for the costs of replacing any accidentally damaged head, tail or fitted spotlights even if there is no other damage to the vehicle.

The excess for windscreen claims shown in the Schedule applies.

7.10 Tow-in cost and safeguarding after mechanical breakdown

We will compensate you for the reasonable cost of removing and safeguarding the vehicle if the vehicle breaks down mechanically or electrically. If the vehicle is a pure electrical vehicle, this cover also includes tow-in costs and safeguarding in the event of insufficient charge to complete your journey. This cover applies only once during any renewal period of cover provided by this section.

This cover is the only one where we will compensate you for loss or damage caused by mechanical or electrical breakdown.

Our compensation is limited to the amount shown in the Schedule.

7.11 Trauma treatment

We will compensate you for the fees charged by a registered professional counsellor for the treatment of trauma amounting to a disability event caused directly by an accident, or actual or attempted hijacking of the vehicle. You must have paid for these costs and it must not be recoverable from any other insurance or facility.

Our compensation is limited to the amount shown in the Schedule.

If “Trauma treatment” of the House Contents, Personal Accident, Watercraft or Buildings section applies to the same event, we will compensate you under either one of the relevant sections only.
7.12 Emergency accommodation and/or travelling

We will compensate you for emergency accommodation for up to two nights and/or travelling expenses for you and any passenger travelling with you if you cannot complete your journey in the vehicle because it is lost or damaged.

This cover does not apply if you claim under 4x4 cover 7.9 – “Tow-in cost and safeguarding after mechanical breakdown”.

Our compensation is limited to the amount shown in the Schedule.

7.13 Compensation for car hire

7.13.1 If your vehicle is accidentally damaged or stolen and you have a valid claim under this section, we will compensate you for the hire of a car or light delivery vehicle from the day we receive full information of the claim, after the vehicle:

- is unusable; or
- is being repaired; or
- is damaged and in our opinion cannot economically be repaired; or
- has been stolen and not recovered within a reasonable period.

7.13.2 We must have received full information about the loss or damage for a valid claim and have admitted liability in terms of this section of the policy.

7.13.3 Our compensation will be for a maximum period of 30 consecutive days, which will end at the earliest of the following dates:

- the date that the vehicle is repaired satisfactorily;
- the date on which we settle your claim by making a cash payment;
- the date on which we replace the vehicle.

Our compensation is limited to the amount shown in the Schedule.

8. Luxury vehicles cover

This cover applies to a car or light delivery vehicle mentioned in the Schedule and insured for Comprehensive cover. In the event that cover and limits for the same cover are shown under Extended Basic Cover, Convenience Benefits or Optional Cover, it will be replaced by the cover and limits of this Luxury vehicles cover extension, where applicable.

8.1 Emergency repairs

We will compensate you for emergency repairs to your vehicle to allow you to continue your journey, but only if the vehicle is the subject of a valid claim under this section. You may authorise these emergency repairs, without first obtaining our approval, only if the repairer supplies you with a full itemised invoice, which must be sent to us.

Our compensation is limited to the amount shown in the Schedule.
8.2 Loss of keys

We will compensate you for the cost of replacing locks and keys, including any remote controls and if necessary, the reprogramming of any coded security system of the vehicle.

We will pay this compensation only after:

8.2.1 the disappearance or theft of the keys or remote controls, or both;

8.2.2 the reasonable belief that an unauthorised person may be in possession of a duplicate key or remote control;

8.2.3 damage to the locks.

Our compensation is limited to the amount shown in the Schedule.

8.3 Head, tail or spotlights

We will compensate you for the cost of replacing any accidentally damaged head, tail or fitted spotlights even if there is no other damage to the vehicle.

The excess for windscreen claims shown in the Schedule applies.

8.4 Extinguishing costs

We will compensate you for any costs relating to extinguishing or fighting fire if the fire posed a danger to your vehicle and you are legally liable for these costs.

Our compensation is limited to the amount shown in the Schedule.

8.5 Wreckage removal

We will compensate you for the costs of cleaning up and removing debris and wreckage of the vehicle after a valid claim for damage to the vehicle under this section.

Our compensation is limited to the amount shown in the Schedule.

8.6 Tow-in cost and safeguarding after mechanical breakdown

We will compensate you for the reasonable cost of removing and safeguarding the vehicle, if the vehicle breaks down mechanically or electrically. If the vehicle is a pure electrical vehicle, this cover also includes tow-in costs and safeguarding in the event of insufficient charge to complete your journey. This cover applies only once during any renewal period of cover provided by this section.

This cover is the only one where we will compensate you for loss or damage caused by mechanical or electrical breakdown.

Our compensation is limited to the amount shown in the Schedule.
8.7 Trauma treatment

We will compensate you for the fees charged by a registered professional counsellor for the treatment of trauma amounting to a disability event caused directly by an accident, or actual or attempted hijacking of the vehicle. You must have paid for these costs and it must not be recoverable from any other insurance or facility.

Our compensation is limited to the amount shown in the Schedule.

If “Trauma treatment” of the House Contents, Personal Accident, Watercraft or Buildings section applies to the same event, we will compensate you under either one of the relevant sections only.

8.8 Emergency accommodation and/or travelling

We will compensate you for emergency accommodation for up to two nights and/or travelling expenses for you and any passenger travelling with you if you cannot complete your journey in the vehicle because it is lost or damaged.

This cover does not apply if you claim under Luxury vehicles cover under the heading, 8.6 - “Tow-in cost and safeguarding after mechanical breakdown”.

Our compensation is limited to the amount shown in the Schedule.

8.9 No excess payable for new vehicles

You will not pay any excess, other than any voluntary excess if applicable, for any claim where the vehicle is less than 12 months old from the date of first registration and where the vehicle is driven by or in the control of you or your spouse.

9. Riot and strike cover (outside RSA and Namibia)

We cover loss or damage to the vehicle caused by riot or strike occurring in Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique, Angola, Zambia, Kenya, Tanzania, Burundi, Rwanda, Uganda and the Democratic Republic of the Congo (DRC).

The number of days that this cover is valid for, is shown in the Schedule.

However, we do not cover:

9.1 loss or damage incurred in the Republic of South Africa or Namibia;

9.2 loss or damage incurred outside the countries listed above;

9.3 consequential or indirect loss or damage of any kind;

9.4 loss or damage resulting from confiscation, commandeering or requisition by any lawful authority.

This cover is subject to all the terms, conditions, and exclusions of your policy contract.

If we require it, you must prove that the loss or damage you claim for was caused by riot or strike.
VEHICLE LIABILITY

1. Limit of compensation

We will compensate you for amounts for which you are legally liable to a third party due to an event which happens or arises in connection with your use of the vehicle. This includes liability arising from the use of any remote control system to perform parking manoeuvres while the driver is not physically in the vehicle, and also the use of in-car automated driver aid, parking or other systems not controlled by the driver at the time of any insured event.

The compensation provided by this section of the policy is limited to the amount shown in the Schedule. The limit includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

2. Legal liability to third parties

We will compensate you for amounts for which you are legally liable to a third party due to an event which happens or arises in connection with:

2.1 your use of the vehicle;

2.2 using the vehicle to tow any single vehicle, trailer or caravan;

2.3 the loading of any load onto or off the vehicle.

3. Legal liability to third parties if a person other than you uses the vehicle shown in the Schedule

We will compensate any person, other than you, for amounts they are legally liable to a third party due to an event which happens or arises from the other person’s use of the vehicle, including the loading of any load onto or off the vehicle.

This legal liability is offered only if the other person using the vehicle meets all these conditions:

3.1 they comply with all the General Terms and Conditions of the policy and the Terms and Conditions of this section insofar as they apply;

3.2 they were using the vehicle with your express permission;

3.3 they are not entitled to compensation for the third party claim by any other insurance policy;

3.4 they were not to your knowledge refused vehicle insurance or the continuation of any vehicle insurance during the three years before the date of the event.

4. Legal liability to third parties arising out of you using a vehicle not shown in the Schedule

We will compensate you for amounts for which you are legally liable to a third party due to an event which happens or arises in connection with:

4.1 your use of a vehicle not shown in the Schedule;
4.2 the towing of any single vehicle, trailer or caravan by the vehicle;
4.3 the loading of any load onto or off the vehicle you are using.

However, we will not compensate you for damage to the vehicle you are using.

This legal liability is offered only if:

4.4 you drive the vehicle;
4.5 the vehicle you are using is a car, a light delivery vehicle, a caravan, a trailer or a motorcycle;
4.6 you do not own the vehicle;
4.7 the vehicle is not leased to you;
4.8 the vehicle is not hired to you other than in terms of the replacement car hire cover provided by this policy;
4.9 you are not purchasing the vehicle in terms of any credit agreement.

5. Passenger liability for cars or light delivery vehicles

We will compensate you for amounts for which you are legally liable due to accidental death, bodily injury and emotional shock or trauma to a person who, at the time of the event, is transported as a passenger in your vehicle.

This cover applies to the countries defined in this policy, excluding the Republic of South Africa.

Our compensation is limited to the amount shown in the Schedule.

6. Passenger liability for motorcycles

We will compensate you for amounts for which you are legally liable due to accidental death, bodily injury and emotional shock or trauma to a person who, at the time of the event, is transported as a passenger on the motorcycle.

This cover applies to the countries defined in this policy, excluding the Republic of South Africa.

Our compensation is limited to the amount shown in the Schedule.

7. Passenger liability in or on the load body of light delivery vehicles

We will compensate you for amounts for which you are legally liable due to accidental death, bodily injury and emotional shock or trauma to a person who, at the time of the event, is transported in or on the load body of the light delivery vehicle.

This cover applies to the countries defined in this policy, excluding the Republic of South Africa.

Our compensation is limited to the amount shown in the Schedule.
8. Representation/defence

We are entitled to arrange representations or defences that are the subject of any compensation under this section. This includes:

8.1 representation at any legal autopsy or inquest relating to any death;

8.2 the defence for any action which is the cause of or related to any event.

**TERMS AND CONDITIONS**

1. Class of use

1.1 Private

If the use of the vehicle is shown in the Schedule as "Private", the vehicle may be used for social and domestic purposes and for purposes of pleasure. The vehicle may also be used for your profession and journeys between your place of residence and permanent place of business. It may also be used for the purpose of business, trade or occupation, but only in exceptional circumstances. If you use your vehicle for business, trade or occupation regularly, for example, you use it for business once or twice every week, it will not be covered under the Private class of use.

1.2 Business

If the use of the vehicle is shown in the Schedule as "Business", the vehicle may be used for social or domestic, pleasure, business, trade or occupational purposes.

1.3 Farming

If the use of the vehicle is shown in the Schedule as "Farming", the vehicle may be used for social or domestic purposes, or for purposes of pleasure and farming.

This policy does not cover any of the following uses of the vehicle for all Classes of use:

- hiring;
- carrying passengers for hire or passengers who pay a fare (other than vehicle sharing to conserve fuel);
- driving instruction for reward;
- towing another vehicle for reward;
- racing anywhere;
- on a race track, circuit or test circuit;
- speed trials or speed-testing anywhere;
- rallying or competitions involving timing;
• carrying explosives, hazardous substances/materials that require permission or permits from authorities;
• carrying more passengers or weight than the vehicle is licensed or designed to carry;
• being anywhere outside the countries shown;
• being in the possession, custody or control of a member of the motor trade, except for the purpose of maintenance or repair;
• if the vehicle is a caravan or trailer, used for any business, trade or occupation or the carriage of any passengers.

2. Unavailable parts

If a part that is needed to repair the vehicle after loss or damage has occurred, is not available as a standard (ready-made) part in the Republic of South Africa, we will pay an amount equal to the value of the part at the time of the loss or damage. The value of the part will be determined according to the price provided in the most recent catalogue or price list relative to the vehicle. The vehicle must be the subject of a valid claim. The amount includes the reasonable cost to transport the part (other than by air).

Should the part have to be transported by air, our compensation will be limited to a maximum of 50% of the value of the part(s) to be transported.

3. Interest of a title holder

If a valid claim occurs and we are advised that the vehicle is the subject of a “Credit Agreement” as defined in the National Credit Act, Act 34 of 2005, you agree that we will pay the title holder shown in the agreement up to the outstanding amount only, limited to the value as shown in the Schedule for the vehicle.

If the outstanding amount is less than the value as shown in the Schedule for the vehicle, we will pay the difference to you.

4. Security measures

4.1 Security device

If a security device is required, as described in the Schedule for the vehicle, loss of or damage to the vehicle after theft will be covered only if:

4.1.1 the required security device is installed in or on the vehicle;
4.1.2 the required security device is in a working condition;
4.1.3 the required security device is activated or put into operation when the vehicle is left unattended.

4.2 Tracking device

If a tracking device is required, as described in the Schedule for the vehicle, loss of or damage to the vehicle after theft, hijacking or attempted theft or hijacking will be covered only if:
4.2.1 the required tracking device is installed in or on the vehicle;

4.2.2 a legally valid contract has been entered into between you and the supplier of the tracking device, this contract is in force, and the monthly fees had been paid in full at the time of any theft or hijacking or attempted theft or hijacking;

4.2.3 the required tracking device is activated and in operation at the time of any theft, hijacking or attempted theft or hijacking;

4.2.4 the theft or hijacking is immediately reported to the supplier of the required tracking device;

4.2.5 either the required tracking device is self-testing, or you have arranged that it is tested at least once every six months.

5. Limit of compensation

The maximum amount we will pay for loss of or damage to the vehicle is the “Insured Amount/Limit of Indemnity” shown in the Schedule or its reasonable market-related retail value – whichever is the lesser.

NOT COVERED BY THIS SECTION

1. Vehicle loss or damage

None of the following are covered, unless shown otherwise in the Schedule:

1.1 mechanical, electric or electronic breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;

1.2 depreciation in value, whether from repairs or otherwise;

1.3 gradual damage (such as wear, tear, rust, mildew, corrosion, or decay);

1.4 damage to the suspension system due to unevenness of the road or other surface or due to impact with such unevenness;

1.5 damage to the vehicle resulting directly from the vehicle not being roadworthy;

1.6 loss or damage from or in connection with any exchange, cash or credit sale agreement, including theft under false pretense and fraud.

2. Vehicle liability

None of the following are covered, unless shown otherwise in the Schedule:

2.1 the amount of any compensation payable by any compulsory motor vehicle insurance legislation. This exclusion applies regardless of whether the applicable legislation is unable to or incapable of providing compensation;
2.2 your legal responsibility arising from using any tool or plant (including any machinery) attached to
the vehicle;

2.3 death, bodily injury and emotional shock or trauma to any person in the Republic of South Africa;

2.4 damage to property belonging to you or held in trust by you or in your custody or control;

2.5 damage to property being conveyed by or loaded onto or unloaded from any vehicle;

2.6 legal costs and expenses incurred after the date that we paid or offered to pay the full amount of a
claim, a lesser amount needed to settle a claim, or the maximum amount for which we are liable for a
claim;

2.7 liability resulting directly from the vehicle not being roadworthy;

2.8 if the regular driver is not the policyholder (whose name is shown in the Schedule) or spouse or any
member of your family or your spouse's family who normally lives with you, the legal liability of the
regular driver if the regular driver uses a vehicle not shown in the Schedule.

3. Vehicle loss or damage and liability

None of the following are covered:

3.1 if the vehicle is used for any purpose not described in the Class of use shown in the Schedule for that
particular vehicle;

3.2 if you are using the vehicle while you are under the influence of intoxicating medication, liquor or
drugs, or your blood or breath alcohol concentration exceeds the legal limit;

3.3 if any other person is using the vehicle with your express or implied permission who, to your
knowledge, is under the influence of intoxicating medication, liquor or drugs or their blood or breath
alcohol concentration exceeds the legal limit;

3.4 if you are using the vehicle and you do not have a licence to drive the vehicle, irrespective of where
the vehicle is being driven;

3.5 if any person is using the vehicle with your express or implied permission and the person does not
have a licence to drive the vehicle, irrespective of where the vehicle is being driven.

DEFINITIONS

“you/your” means the policyholder name(s) shown in your Schedule, and the regular
driver named in your Schedule.

“regular driver” means the person shown in your Schedule who drives your vehicle most frequently.
"vehicle" means any car, light delivery vehicle, trailer, caravan, motorcycle, golf cart or ride-on lawnmower described in the Schedule, including the standard tools, accessories and spare parts in or on it, as well as other extra accessories and parts of the vehicle while fitted to it.

"car" means a private type of motor car (including station wagons, minibuses, motorised caravans and the like, or similar vehicles) designed to seat ten persons or fewer (including the driver), and not exceeding 3 500 kg in gross vehicle mass.

"light delivery vehicle" means a light delivery vehicle (including a panel van or double-cab) not exceeding 3 500 kg in gross vehicle mass.

"trailer" means a vehicle (other than a caravan) which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.

"caravan" means a vehicle which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.

"motorcycle" means a motorcycle, scooter, scrambler or quad bike.

"licence" means a valid driver’s licence in compliance with legislation of the specific country where the vehicle is used at the time of any loss or damage. A person who is learning to drive must comply with legislation concerning learner drivers.

"vehicle sharing" means carrying of passengers for social reasons (inclusive of learner commuting) and commuting to and from work in vehicles that are not registered or licensed for commuting purposes.


"riot and strike" means civil commotion, labour disturbances, riot, strike or lockout, public disorder or any act or activity which is calculated or directed to bring about any of these. This includes loss or damage caused by the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with riot or strike.

"bodily injury" means bodily injury caused by violent, accidental, external and visible means.

"accident" means an accident that is the direct cause of bodily injury being sustained. (Personal Accident cover only)

"permanent disability" means permanent disability, as described in the compensation scale, occurring within 12 consecutive months after sustaining the bodily injury. (Personal Accident cover only)
“disability event” means any event resulting in:

• the loss of a limb or sense organ, or the use thereof by a person; or

• a person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.
BASIC COVER

Loss of or damage to the watercraft.

1. Comprehensive

   We will compensate you for loss of or damage to the watercraft shown in the Schedule.

EXTENDED BASIC COVER

1. Inspection of the hull after stranding, sinking or collision

   We will compensate you for the reasonable costs you incur to inspect the hull of the watercraft for possible damage that may have occurred due to stranding, sinking or collision.

2. Costs to prevent a loss

   We will compensate you for the reasonable costs you incur to prevent or reduce loss or damage covered under this section.

3. Safeguarding costs

   We will compensate you for the reasonable costs to store, safeguard and remove the watercraft to the nearest repairer if the watercraft is not in working order due to loss or damage covered under this section.

4. Delivery after repairs

   We will compensate you for the reasonable costs to deliver the watercraft to the address where you normally keep your watercraft after repairs authorised by us have been completed.

5. Salvage costs

   We will compensate you for the reasonable costs you incur, with our written consent, for salvaging (lifting out, removal or destruction of the wreckage) the watercraft.

6. Recovery costs

   We will compensate you for the reasonable costs you incur, with our written consent, to recover the watercraft following its loss by theft or hijacking.
CONVENIENCE BENEFITS

1. Emergency expenses of passengers (other than your family)

We will compensate you for emergency expenses you incur and pay because of accidental bodily injuries to passengers in or on the watercraft, after sinking or collision. The passenger cannot be a member of your family who normally lives with you. It must not be possible to recover the emergency expenses from any other insurance or facility.

Our compensation is limited to the amount shown in the Schedule.

2. Emergency expenses of passengers (your family)

We will compensate you for emergency expenses you incur and pay for injuries to members of your family who normally live with you, when they are passengers in or on the watercraft, after sinking or collision. It must not be possible to recover the emergency expenses from any other insurance or facility.

Our compensation is limited to the amount shown in the Schedule.

3. Emergency repairs following loss or damage

We will compensate you for emergency repairs if the watercraft is the subject of a valid claim under this section. We will compensate you only for the repairs needed to allow you to continue your journey.

You may authorise these emergency repairs, without first obtaining our approval, but only if the repairer gives you a full itemised invoice, which you have to send to us.

Our compensation is limited to the amount shown in the Schedule.

4. Emergency costs

We will compensate you for the costs of emergency services you are liable to pay to any public authority following insured loss of or damage to the watercraft.

Our compensation is limited to the amount shown in the Schedule.

5. Emergency accommodation

We will compensate you for accommodation for up to two nights for you and any passenger travelling with you, if you cannot complete your journey in the watercraft because of insured loss or damage.

Our compensation is limited to the amount shown in the Schedule.

6. Trauma treatment

We will compensate you for the fees charged by a registered professional counsellor for the treatment of trauma amounting to a disability event caused directly by accident, or actual or attempted hijacking of the watercraft. You must have paid for these costs and it must not be recoverable from any other insurance of facility.
Our compensation is limited to the amount shown in the Schedule.

If "Trauma treatment" of the House Contents, Personal Accident, Vehicles or Buildings section applies to the same event, we will compensate you under either one of the relevant sections only.

**OPTIONAL COVER**

(Only if shown in the Schedule as included.)

If a heading below is shown in the Schedule, we will cover you as shown under that heading. If the heading is not shown, you do not have that Optional Cover.

1. **Outboard motors**
   - We will compensate you for loss of or damage to outboard motors shown in the Schedule.

2. **Specified accessories (such as waterskis and electronic equipment)**
   - We will compensate you for loss of or damage to the watercraft’s accessories described in the Schedule.

**WATERCRAFT LIABILITY**

1. **Limit of compensation**
   - We will compensate you for amounts you are legally liable to a third party due to an event that happens or arises in connection with your use of the watercraft, or the towing of any stranded watercraft.

   Our compensation is limited to the amount shown in the Schedule. The limit includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

2. **Passenger liability**
   - We will compensate you for amounts you are legally liable to pay a person who, at the time of the event, is transported in or on the watercraft.

3. **Liability of waterskiers or parasailors**
   - We will compensate you for amounts you are legally liable for which a waterskier or parasailor must pay as compensation, due to an occurrence which happens or arises while the waterskier or parasailor is being towed by the watercraft.

   We are not liable:
   - 3.1 if the waterskier or parasailor is entitled to indemnity under another policy;
3.2 for accidental death of, or bodily injury to, or illness of a person who is a member of the household of the waterskier or parasailor, or a person in the service of the waterskier or parasailor, if the death, bodily injury or illness arises from their service;

3.3 for accidental physical loss of or damage to property belonging to, or kept in trust by, or under the charge or control of, or in the custody of the waterskier or parasailor, or any member of the household of the waterskier or parasailor, or any person in the service of the waterskier or parasailor;

3.4 if the waterskier or parasailor does not comply with the terms of this policy.

4. Liability to third parties if a person other than you uses the watercraft

We will compensate any person, other than you, for amounts they are legally liable to a third party due to an event which happens or arises from the other person’s use of the watercraft. This legal liability is offered only if the other person using the watercraft meets all these conditions:

4.1 the person complies with all the General Terms and Conditions of the policy and the Terms and Conditions of this section insofar as they apply;

4.2 the person was using the watercraft with your express permission;

4.3 the person is not entitled to compensation for a third party claim from any other policy or insurance;

4.4 the person was never refused watercraft insurance or the continuation of any watercraft insurance.

5. Representation/defence

We are entitled to arrange representations or defences that are the subject of any compensation under this section.

They include:

5.1 representation at any legal autopsy or inquest relating to any death;

5.2 the defence for any action, which is the cause of or related to any event.

TERMS AND CONDITIONS

1. Use

The watercraft may be used for social, domestic and pleasure purposes only. The policy does not cover any of the following uses of the watercraft:

- racing of any type;
- speed or other contests of any type;
competitions, including regattas;

• tests of any type;

• speed trials of any type;

• uses involving a business, trade or profession;

• hiring;

• carrying passengers for reward;

• being used anywhere outside the countries.

2. Unavailable parts

If a part that is needed to repair the watercraft after loss or damage is not available as a standard (ready-made) part in the Republic of South Africa, we will pay an amount equal to the value of the part at the time when the loss or damage occurred. The value of the part will be determined according to the price given in the most recent catalogue or price list applicable to the watercraft. The amount includes the reasonable cost to transport the part (other than by air).

3. Interest of a title holder

If a valid claim occurs and we are advised that the watercraft is the subject of a “Credit Agreement” as defined in the National Credit Act, Act 34 of 2005, you agree that we will pay the title holder shown in the agreement up to the outstanding amount only. The most we will pay is the cost to replace the watercraft if it is less than five years old or the market value if it is more than five years old, up to the outstanding amount shown in the Credit Agreement. Any additional amount payable will be paid to you.

4. Basis of indemnity

4.1 If the watercraft is less than five years old, the basis for our compensation will be the cost to replace the watercraft or part of it with similar new property.

4.2 If the watercraft is older than five years, the basis for our compensation will be the cost to replace the watercraft or part of it up to its reasonable market value. This will be established by obtaining market-value quotations from two qualified watercraft dealers.

4.3 Our compensation for sails, protective covers, erected tackle, outboard motors, inboard motors and batteries will be the cost to replace such items up to their reasonable market value.

5. Limit of compensation

If we decide it is not economical to repair the watercraft, our compensation will be limited to the limit of compensation as shown in the Schedule.
6. Average

6.1 If the watercraft is less than five years old and, according to our calculations, at the time of any loss or damage, the amount needed to replace the watercraft (other than the sails, protective covers, erected tackle, outboard motors, inboard motors and batteries), with a similar new watercraft is more than the insured amount, we will not pay you the full amount of the loss or damage. You will be considered to be your own insurer for the difference between the insured amount and the amount needed to replace the watercraft. Therefore, you will be responsible for a proportional share of the loss or damage.

Let us assume you are insured for R100 000, but the replacement value of your watercraft is R200 000. This means you are only insured for half of the replacement value.

You must cover the other half. For example, if you suffer damage to the value of R50 000, we will only pay half of this amount, namely R25 000, which will be calculated as follows:

<table>
<thead>
<tr>
<th>Insured for</th>
<th>R 100 000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replacement value</td>
<td>R 200 000</td>
</tr>
<tr>
<td>Claim</td>
<td>R 50 000</td>
</tr>
<tr>
<td>Calculation: Underinsurance</td>
<td>R 50 000 x R 100 000</td>
</tr>
</tbody>
</table>

1. We will only pay you R25 000.

This condition applies separately to each item in the Schedule.

NOT COVERED BY THIS SECTION

1. Watercraft loss or damage

None of the following types of loss or damage are covered:

1.1 theft or attempted theft of the fixtures, fittings, equipment or outboard motors of the watercraft that are not securely bolted to the watercraft:
1.1.1 if the watercraft is left unattended;

1.1.2 out of domestic outbuildings that do not inter-lead with any private residence;

1.1.3 from any other storage place.

1.2 jet skis or wetbikes in the open or on a trailer if left unattended;

1.3 outboard motors that are not securely chained or bolted to the watercraft, dropping off or falling overboard;

1.4 mechanical, electric or electronic breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;

1.5 gradual causes (such as wear, tear, rust, mildew, corrosion, or decay);

1.6 scratching, bruising or denting arising from transit, loading or offloading;

1.7 caused by household pests (such as rodents, ants and moths);

1.8 caused because of cleaning, repairing, restoring or maintenance by any manner or method;

1.9 caused by a latent defect in the watercraft’s design or construction;

1.10 to sails and protective covers torn by wind, or blown away while being hoisted;

1.11 caused by the watercraft not being seaworthy (cannot be used safely on water);

1.12 depreciation in value, whether from repairs or otherwise;

1.13 from or in connection with any exchange, cash or credit sale agreement, including theft under false pretense and fraud.

2. Watercraft liability

None of the following are covered:

2.1 legal costs and expenses incurred after the date we have settled or offered to settle any claim by a third party:

2.1.1 up to the limit of this section; or

2.1.2 for amounts we believe will settle the third party claim.

2.2 costs or expenses due to:

2.2.1 advice or treatment, other than first-aid, given or supplied by you or by any person acting on your behalf; or

2.2.2 claims recoverable from any other section of this policy or from any other policy, whether you have claimed or not.
2.3 liability as a result of the watercraft not being seaworthy (cannot be used safely on water);

2.4 liability that arises during the transport of the watercraft by road.

3. Watercraft loss, damage and liability

None of the following are covered:

3.1 if the watercraft is used for any purpose other than shown in the Schedule;

3.2 if the watercraft is piloted by a person who does not hold a valid skipper’s licence required in terms of relevant shipping legislation, or does not comply with the relevant legislation applicable to the use of the watercraft;

3.3 the following items if they are not adequately protected from water and nature elements that the watercraft is usually exposed to:

  • anybody’s clothing or personal effects;
  • gear of any nature;
  • sports or recreation equipment;
  • safety and medical supplies;
  • watercraft items not attached to the watercraft; and
  • electronic and mechanical equipment.

DEFINITIONS

“you/your” means the insured person whose name is shown in the Schedule of this policy under this section and your spouse.

“watercraft” means the hull not exceeding eight metres in length, inboard motors, rudder, propeller, hoardings, moorings, sails, spars, masts, rigging, fixtures, fittings and equipment of any watercraft shown in the Schedule.

“countries” means the Republic of South Africa and Namibia and up to 20 kilometres from the shores of these countries.

“disability event” means any event resulting in:

  • the loss of a limb or sense organ, or the use thereof by a person; or
  • a person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.
BASIC COVER

1. Insured property

Your property insured is the private residential structures of your home. The Schedule will reflect its risk address/addresses and the building’s wall and roof construction. It includes all fixtures and fittings that belong to you as the owner or that you are responsible for as the owner. It does not include any fixtures and fittings that belong to a tenant or for which a tenant is responsible.

2. Insured events

We cover loss or damage caused by:

2.1 fire, lightning and explosion;

2.2 storm, wind, water, hail or snow. We will not cover the following:

2.2.1 loss or damage caused by any process that uses or applies water;

2.2.2 loss or damage caused by wear and tear;

2.2.3 loss or damage caused by gradual deterioration;

2.2.4 loss or damage caused by mildew, rust or corrosion;

2.2.5 loss or damage caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types.

2.3 earthquake;

2.4 bursting of water tanks, apparatus or pipes (including the damage to them);

2.5 impact with the private residential structures by vehicles, aircraft, aerial devices or other objects falling from them;

2.6 falling trees (including the removal of such trees);

2.7 loss of or damage to your private residence and outbuildings caused by wild animals, including by wild baboons and monkeys;

2.8 collapse or breakage of aerial systems and satellite dishes (including the damage to them);
2.9 theft or attempted theft;

2.10 burglary;

2.11 leakage of oil from oil heaters;

2.12 malicious damage, but we do not cover malicious damage while your private residence is lent, let or sublet to a tenant, and the tenant or the tenant’s family or anyone else who is linked or connected to the tenant or the tenant’s family, is directly or indirectly responsible for such damage;

2.13 subsidence or landslip. However, we do not cover loss or damage:

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

2.13.2 caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types;

2.13.3 caused or made worse by faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any building;

2.13.4 caused by structural alterations, additions or repairs;

2.13.5 caused by surface or subterranean excavations other than those performed in the course of mining operations;

2.13.6 caused by normal settlement, shrinkage or expansion of the building.

If we require it, you must prove that the loss or damage being claimed for was caused by subsidence or landslip.

**EXTENDED BASIC COVER**

1. **Debris removal**
   
   We will compensate you for the necessary costs of removing your damaged insured property from your premises after loss or damage caused by an insured event.

2. **Rent payable**
   
   We will compensate you for the rent payable to you or the reasonable extra expenses for similar alternative accommodation if your private residence is not fit to live in because of an insured event.

   This cover is only valid for the period reasonably required to make your private residence suitable to live in, but is limited to a maximum period of 12 months only.

   Our compensation is limited to the percentage of the insured amount for the item as shown in the Schedule.
If "Rent payable" of the House Contents section applies to the same insured event, we will compensate you under either one of the relevant sections only.

3. Extinguishing charges

We will compensate you for the reasonable costs that an authorised body charges for extinguishing a fire to prevent or reduce loss of or damage to your insured property.

4. Compensation for death

We will pay the amount shown in the Schedule if you die within 90 calendar days of being injured by fire, theft, attempted theft, hijacking or burglary in your private residence or outbuildings, or on your premises.

If "Compensation for death" under the House Contents section applies to the same insured event, we will compensate you under either one of the relevant sections only.

5. Mirrors and certain glass

We will compensate you for the cost of replacing accidentally broken fixed glass, mirrors or sanitaryware that forms part of your private residential structures.

This extended cover does not apply if your private residence remains unoccupied and unfurnished for more than 60 consecutive days.

6. Professional fees and demolition costs

We will compensate you for the necessary costs that you incur relating to a valid claim for demolition and clearing, erection of hoardings, municipal scrutiny of plans, or the fees and costs of architects, quantity surveyors and consulting engineers.

7. Public supply or mains connections

We will compensate you for accidental damage to, and the fair and reasonable cost of repairing or replacing, water, sewerage, gas, electricity and telephone connections between the public supply and your private residential structures. This will only apply if the connections belong to you or are your responsibility.

8. Loss of water

We will compensate you for amounts that you owe local authorities for water which has been lost due to leaking pipes. This will only apply if the following conditions are met:

8.1 the amounts are calculated by the local authorities;

8.2 the reading is at least 50% more than the average reading of the four readings preceding it;

8.3 when a leak is discovered, either by physical evidence or on receipt of an unusually high water account, you have taken immediate steps to trace and repair the leaking pipes.

Our compensation is limited to the amount shown in the Schedule.
This cover does not include:

8.4 the costs to trace and to repair a leaking pipe;

8.5 more than two separate claims within a 12-month period. If there are two separate claims within a 12-month period, the total combined compensation for both claims will be limited to the amount shown in the Schedule;

8.6 loss of water:

8.6.1 due to leaking taps, geysers or toilets;

8.6.2 from swimming pools or the leaking inlet or outlet pipes thereof;

8.6.3 if the private residence has not been occupied for more than 60 consecutive days.

If “Loss of water” of the House Contents section applies to the same event, we will compensate you under either one of the relevant sections only.

9. Tracing of leaks

We will compensate you for the fair and reasonable cost of tracing the source of a water, gas or oil leak from any fixed domestic water or heating appliance and any resulting and necessary repairs to floors, walls and ceilings of your private residence. The first sign of the leakage must have taken place after the start date of this section. This extra cover does not include the cost of repairing the leak.

Our compensation is limited to the amount shown in the Schedule.

10. Special alterations

We will compensate you for the fair and reasonable cost of alterations to the private residential structures if these are necessary, because you have an accident that causes bodily injury and leaves you permanently bound to a wheelchair during the period of this policy.

Our compensation is limited to the amount as shown in the Schedule.

If “Mobility cover” of the Personal Accident section applies to the same event, we will compensate you under either one of the relevant sections only.

11. Cover before property transfer

We will compensate you for loss of or damage to private residential structures caused by an insured event for the period between you signing a Deed of Sale and the transfer of the property into your name by the Deeds Office. This only covers property you buy and insure in terms of this policy.

This cover will not apply if the private residential structures are insured by the seller or on the seller’s behalf.

12. Power surge

We cover loss of or damage to your buildings caused by a power surge.
Notwithstanding the provisions relating to “8. Electricity grid failure or interruption” under the “General: General Exclusions”, this policy will cover loss or damage caused by power surge, provided that this cover will not apply where the power surge occurs upon the resumption of the supply of electricity following a scheduled interruption in supply which exceeds 12 consecutive hours.

If you have Optional Cover for "Accidental damage to fixed machinery" under this section, the following will apply:

12.1 If the insured amount for “Accidental damage to fixed machinery" is less than the amount of the Extended Basic Cover for Power surge, this Extended Basic Cover for Power surge will apply and the "Accidental damage to fixed machinery" cover will not apply; or

12.2 If the insured amount for "Accidental damage to fixed machinery" is more than the Extended Basic Cover for Power surge, this Extended Basic Cover for Power surge will not apply and Power surge cover will apply under "Accidental damage to fixed machinery".

Our compensation is limited to the amount shown in the Schedule.

CONVENIENCE BENEFITS

1. Emergency expenses of guests or visitors

We will compensate you for the emergency expenses of a guest or visitor incurred as a result of an accidental bodily injury only if all the following conditions are met:

1.1 you incurred and paid for the emergency expenses;

1.2 the injury was caused directly by a defect in the private residence or premises at the risk address;

1.3 there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in the Schedule.

If "Emergency expenses of guests or visitors" of the House Contents section applies to the same event, we will compensate you under either one of the relevant sections only.

2. Emergency expenses of domestic employees

We will compensate you for the emergency expenses of domestic employees incurred as a result of an accidental bodily injury, only if all the following conditions are met:

2.1 you employ the domestic employees at the risk address;

2.2 you incurred and paid for the emergency expenses;

2.3 the injury was caused directly by a defect in the private residential structures or premises at the risk address;

2.4 there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in the Schedule.
If “Emergency expenses of domestic employees” of the House Contents section applies to the same event, we will compensate you under either one of the relevant sections only.

3. Damage to gardens

We will compensate you for damage to trees, shrubs, plants and sprinkle irrigation systems at your risk address caused by:

3.1 fire or explosion;

3.2 a vehicle or aircraft;

3.3 any person responding to a fire or explosion at your private residential structures.

Our compensation is limited to the amount shown in the Schedule.

4. Emergency accommodation

We will compensate you for emergency accommodation if your private residential structures are not fit to live in because of an insured event. The cover is valid for up to two nights. The period of compensation will end as soon as you are able to arrange for alternative accommodation while your private residential structures are made fit to live in again.

Our compensation is limited to the amount shown in the Schedule.

5. Guards

We will compensate you for the employment of guards to protect your insured property after an insured event has occurred.

Our compensation is limited to the amount shown in the Schedule.

If "Guards" of the House Contents section applies to the same event, we will compensate you under either one of the relevant sections only.

6. Trauma treatment

We will compensate you for the fees charged by a registered professional counsellor for the treatment of trauma amounting to a disability event caused directly by theft, burglary, hijacking or fire that occurred in your private residence or on your premises. You must have paid for these costs and it must not be recoverable from any other insurance or facility.

Our compensation is limited to the amount shown in the Schedule.

If "Trauma treatment" of the House Contents, Personal Accident, Vehicles or Watercraft section applies to the same event, we will compensate you under either one of the relevant sections only.
OPTIONAL COVER

(Only if shown in the Schedule as included.)

If a heading below is shown in the Schedule, we will cover you as shown under that heading. If the heading is not shown, you do not have that Optional Cover.

1. Accidental damage to fixed machinery

We will compensate you for sudden and unexpected damage to fixed machinery installed at your risk address. The fixed machinery must be for domestic use only.

Notwithstanding the provisions relating to “8. Electricity grid failure or interruption” under the “General: General Exclusions”, this policy will cover loss or damage caused by power surge, provided that this cover will not apply where the power surge occurs upon the resumption of the supply of electricity following a scheduled interruption in supply which exceeds 12 consecutive hours.

We will not cover:

1.1 depreciation;

1.2 gradual causes (such as wear and tear, rust, mildew, corrosion, decay);

1.3 loss or damage:

1.3.1 to windmills;

1.3.2 caused by household pests (such as rodents, ants and moths);

1.3.3 caused by cleaning, repairing or restoring by any manner or method;

1.3.4 to any data or telecommunication equipment or apparatus;

1.3.5 if covered by a manufacturer’s guarantee, purchase agreement or service contract.

Our compensation is limited to the amount shown in the Schedule.

2. Subsidence or landslip (comprehensive cover)

If this Optional Cover is selected, it replaces insured event 2.13 - "Subsidence or landslip". We will compensate you for loss of or damage to the private residential structures caused by subsidence or landslip, or both.

However, we will not cover loss or damage:

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

2.2 caused or made worse by faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any private residential structures;

2.3 caused by structural alterations, additions or repairs;
2.4 caused by surface or subterranean excavations, except those performed during mining operations;

2.5 caused by normal settlement, shrinkage or expansion of the private residential structures.

If we require it, you must prove that the loss or damage being claimed for was caused by subsidence or landslip.

3. Maintenance of geysers

If the geysers or hot water cylinders installed at your private residential structures shown in the Schedule break or fail, we cover the costs of maintenance of these geysers or hot water cylinders.

Cover includes loss or damage caused by:

- rust;
- decay;
- gradual deterioration;
- wear and tear;
- cracking or splitting;
- inherent vice; or
- latent defects.

Our compensation is limited to the amount shown in the Schedule.

TERMS AND CONDITIONS

1. Insured amount, basis of indemnity and limit of compensation

The insured amount for the property insured, as shown in the Schedule, must throughout the period of this policy, represent the current replacement value of similar new property. Payments under Extended Basic Cover and Convenience Benefits are additional to the insured amount for Basic Cover.

The basis of indemnity for the loss of or damage to the insured property, or part of it, will be the current replacement value of similar new property, limited to the insured amount as shown in the Schedule.

For a single claim or series of claims arising from a single event, we give compensation either:

1.1 limited to the insured amount shown in the Schedule; or

1.2 limited to the amount shown under Basic Cover.
2. Average

If, according to our calculations, the amount needed to replace all your private residential structures with similar new structures at the time of any loss or damage, is more than the insured amount, we will not pay you the full amount of the loss or damage. You will be your own insurer for the difference between the insured amount and the amount needed to replace all the private residential structures. Therefore, you will be responsible for a proportional share of the loss or damage.

Let us assume you are insured for R1 000 000, but the replacement value of your property is R2 000 000. This means you are only insured for half of the replacement value.

You must cover the other half. For example, if you suffer damage to the value of R200 000, we will only pay half of this amount, which is R100 000, which will be calculated as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insured for</td>
<td>R 1 000 000</td>
</tr>
<tr>
<td>Replacement value</td>
<td>R 2 000 000</td>
</tr>
<tr>
<td>Claim</td>
<td>R 200 000</td>
</tr>
<tr>
<td>Calculation: Underinsurance</td>
<td>R 200 000</td>
</tr>
<tr>
<td></td>
<td>×</td>
</tr>
<tr>
<td></td>
<td>________________</td>
</tr>
<tr>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

We will only pay you R100 000.

This condition applies separately to each item in the Schedule.

3. Tenants

If any tenant of your private residence acts or omits to act in a way that may make this policy invalid, your cover will still be valid only if the following conditions are met:

3.1 you did not know that your tenant acted or omitted to act in a way that may make this policy invalid;

3.2 you tell us as soon as you become aware of the actions or omissions.

4. Interests of others

If the interest of any bank or any other financial institution has been noted in the Schedule as having an interest in the insured property, you agree that we may pay that financial institution to the extent of their interest in the insured property, namely the amount which is owing to the bank or the financial institution, or the amount shown in the Schedule for Buildings, whichever is the lesser.

If you act or omit to act in a way that may make this policy invalid, the interest of the bank or financial institution will not be affected if the following conditions are met:

4.1 the bank or financial institution did not know that you acted or omitted to act in a way that may have made this insurance invalid;
4.2 the bank or financial institution tells us about the act or omission as soon as they become aware of it;

4.3 you pay any extra premium you owe.

5. Matching building materials

When the insured property is repaired, we are not obliged to do so exactly or precisely, but only as circumstances reasonably allow. Where we cannot achieve an exact match, we will use materials that, in our opinion, match the damaged or lost materials as closely as possible. We will only do this to the part of the structure or room where the loss or damage has occurred. We will not pay for matching building materials to create a uniform effect throughout your private residential structures.

NOT COVERED BY THIS SECTION

None of the following are covered, unless specifically shown otherwise in the Schedule:

1. loss or damage caused by or comprising:
   1.1 demolition, alteration, construction, cleaning, renovation, repair, restoration or a similar process;
   1.2 rot, rising damp, a rise in the water table except as a result of a storm, fungus, mould, infestation, insects or vermin;
   1.3 weeds or roots;
   1.4 chipping, scratches, disfiguration or discolouration;
   1.5 wear and tear or other gradually operating causes;

2. any loss or damage caused by storm, wind, water, hail or snow during renovations, additions or extensions if the loss or damage is caused by or made worse by the renovations, additions or extensions;

3. theft or attempted theft while your private residence is lent, let or sublet to a tenant, and the tenant or the tenant’s family or anyone else who is linked or connected to the tenant or the tenant’s family, is directly or indirectly responsible for such loss or damage;

4. loss, damage or breakage covered by any guarantee, service contract, purchase contract or any purchase agreement.

DEFINITIONS

“you/your” means the persons insured in this section whose names are shown in the Schedule under this section of the policy.

“private residence” means the building of your home of which the wall and roof construction and risk address are shown in the Schedule.
“private residential structures” means the building of your private residence, constructed and situated as shown in the Schedule, including:

- private outbuildings;
- fixtures and fittings belonging to the owner of the private residential structures while in or on the structures;
- fixed recreational and ornamental structures;
- paved and surfaced areas (including driveways) of brick, concrete, asphalt or stone (not gravel); or synthetic grass;
- boundary and other walls, gate posts, gates (including all the machinery related to the gates), fences (other than hedges);
- tennis courts;
- swimming pools, spa baths, saunas and associated machinery and equipment, but not including movable swimming pools;
- satellite dishes;
- lightning conductors/masts;
- fixed electric power generators and lifts;
- borehole machinery supplying water solely for domestic purposes;
- septic tanks.

“premises” means the land on which your private residential structures are situated.

“outbuilding/outbuildings” means the domestic rooms, private garages and private outbuildings which do not inter-lead with the private residence.

“risk address” means the address of the premises on which your private residence and outbuilding(s) are situated.

“burglary” means the unlawful taking of another person’s property with the intention to deprive them of permanent ownership when it is accompanied by breaking into or out of a building by actual, visible, forcible and violent means.

“theft” means the unlawful taking of another person’s property with the intention to deprive them of permanent ownership when it is not
accompanied by breaking into or out of a building by actual, visible, violent and forcible means.

“tenant” means a person, other than you, who is allowed to occupy your private residence or outbuildings in terms of:

• an agreement with an internet service provider for accommodation; or
• a written lease agreement; or
• a verbal lease agreement;

but it does not include a paying guest, boarder or lodger who lives with you in your private residence.

“wild animals” means animals that live freely in natural surroundings and are not kept as pets or farm animals, or kept confined in any way.

“fixed machinery” means installed machinery of swimming pools, spa baths, boreholes (excluding windmills), sprinkle irrigation systems, electric gates, garage doors, lifts (including stairlifts), central vacuum cleaning systems, water pumps, air conditioners, stoves, alarms, walk-in refrigerators and freezers, security surveillance equipment, solar power generation systems and panels as well as electric power generators.

“power surge” means a sudden variation of voltage magnitude or a power spike in any electrical system, causing a variance in the household supply of electricity.

“bodily injury” means bodily injury caused by violent, accidental, external and visible means.

“disability event” means any event resulting in:

• the loss of a limb or sense organ, or the use thereof by a person; or
• a person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.
LEGAL COSTS AND LEGAL EXPENSES

BASIC COVER

1. We will compensate you for your legal costs and legal expenses in connection with any of the following:

   1.1 an event that leads to a civil legal action brought by you or against you in your private capacity;

   1.2 your defence against a prosecution for a criminal act;

   1.3 an event that leads to a legal action by or against you in a labour court. Cover for legal advice, if you need it, is available immediately;

   1.4 any legal action in connection with family matters, for example, divorce action, child custody disputes, maintenance suits and access to children; Cover for legal advice, if you need it, is available immediately;

   1.5 extended identity theft (in addition to the Basic Cover provided under the Personal Legal Liability section - Basic Cover 10. – “Identity theft”) that leads to real or potential prejudice and results in legal liability or financial loss (or both) because of the fraudulent use of your personal information and identity by an unknown person or institution. We do not cover any identity theft caused by your own negligence.

TERMS AND CONDITIONS

1. Basis of indemnity and limit of compensation

   1.1 Legal costs and legal expenses are based on our tariff rate. The rate is revised from time to time and you may ask for it at any time.

   1.2 Our cover for legal costs and legal expenses for all events during any renewal period is limited to the amount shown in the Schedule.

   1.3 Our cover for legal costs and legal expenses is further limited to claims of not more than two events at any one time.
1.4 We will pay legal costs and legal expenses for a single claim or series of claims resulting from a single event, but limited to the amount shown in the Schedule.

2. Preferred attorney

Our compensation for legal costs and legal expenses is based on our tariff rate, which is charged by our preferred attorneys. Should you decide not to use one of our preferred attorneys, you will be personally liable for the difference between our tariff rate and the rate charged by an attorney appointed by you.

3. Bills of costs

You must send all bills of costs to us for approval.

4. Recovery

If any legal costs and legal expenses are recovered from another party, these must be paid to us.

5. Waiting periods

Certain events are only covered after a waiting period has ended. The waiting period is shown in the Schedule.

6. Family matters

If you claim legal costs and legal expenses for a legal action relating to family matters, you may not claim again for these until 12 consecutive months have passed from the date on which the legal action was settled or the court has made an award.

7. Claims falling under the jurisdiction of the Small Claims Court

All civil matters falling under the jurisdiction of the Small Claims Court must be heard in the Small Claims Court.

8. Appeals and arbitration matters

Appeals and arbitration matters are not covered in terms of this section. We may however, at our discretion, determine the merits of the case and decide to pay the legal costs and legal expenses.

9. Letting or renting

Letting or renting of residential and/or commercial property by or on behalf of a landlord is not covered in terms of this section. We may however, at our discretion, determine the merits of a claim and decide to pay the legal costs and legal expenses.

10. Consent

You must obtain our written consent before you incur any legal costs and legal expenses, otherwise we may reject your claim.
1. Legal costs and legal expenses for an event in connection with:

1.1 your business or occupation, property renting or letting by or on behalf of a landlord, professional sports, copyrights, patent rights or other similar rights;

1.2 the use of a vehicle, watercraft or aircraft, all powered by an engine, for racing;

1.3 a wrongful act that endangers the safety of the state, or which is aimed at overthrowing the government;

1.4 compensation that is in conflict with legislation;

1.5 a wrongful act or omission where violence, dishonesty or immorality is an element. We may however, at our discretion, decide the merits of the case and decide to pay the legal costs and legal expenses;

1.6 a civil legal action instituted by you against your attorney in his/her professional capacity;

1.7 a civil legal action contemplated or instituted between parties (you, your spouse and your children) covered under this section. This exclusion does not apply to family matters;

1.8 any action involving us;

1.9 a vehicle involved in an accident and any of the following applies at the time of the accident:

1.9.1 the vehicle is driven by you while you are under the influence of intoxicating liquor or drugs, or your blood or breath alcohol concentration is more than the legal limit, or you do not have a licence to drive your vehicle;

1.9.2 the vehicle is driven by a person with your express or implied permission and does not have a licence to drive your vehicle;

1.9.3 the vehicle does not have a valid motor vehicle licence;

1.9.4 the vehicle is not roadworthy;

1.10 a traffic offence for which an admission of guilt has been issued;

1.11 the recovery or payment of any excess for any insurance;

1.12 any matter that happened before the start of the policy or during the waiting period;

1.13 any matter that falls outside our tariff structure and that we did not authorise;

1.14 amounts due to your legal representatives that cannot be considered as legal costs and legal expenses under our tariff rate;

1.15 application procedures and ex-parte applications you bring or that you must defend.
2. Legal costs and legal expenses for any actual or contemplated legal action outside the Republic of South Africa

3. Legal costs and legal expenses if:

3.1 the legal action is continued or defended in a way that differs from the advice of the attorney or advocate who represents you;

3.2 you do not give timely, proper instructions and complete information to your attorney or advocate;

3.3 the legal costs and legal expenses are for non-litigious matters including applications, for example, for adoption, servitude, declaration of rights, appeals, administration of estates, drafting of legal contracts and debt counselling;

3.4 you have other insurance for legal costs and legal expenses and do not tell us, or you prejudice our rights to claim pro rata compensation, fair compensation, or both.

DEFINITIONS

“you/your” means the insured person whose name is shown in the Schedule, their spouse and their children.

“child/children” means natural, legally adopted children and stepchildren younger than 21 years, as well as children older than 21 years who are mentally or physically disabled and totally dependent on you and live with you. Children who are dependent on you and who study full-time are also included up to the age of 25 years. Your married children are not included.

“legal costs and legal expenses” means costs and expenses for which you are liable, including costs incurred by the attorney. We will only compensate you according to our tariff rates and for service providers, fees and expenses we have approved.

“identity theft” means the unauthorised or illegal use of your personal information and identity documents. This includes impersonation of your personality and identity.

“licence” means a valid driver’s licence in compliance with legislation of the specific country where the vehicle is used at the time of any loss or damage. A person who is learning to drive must comply with legislation concerning learner drivers.

“civil legal action” means an institution and/or defence of legal action procedure by way of summons.
“criminal act” means an act which is defined or recognised as a crime under the laws of the Republic of South Africa, for example a person accused of stealing a vehicle, and for which act you are in the process of being prosecuted under the laws of the Republic of South Africa.
BASIC COVER

1. Extended personal legal liability

We will compensate you for your legal liability for amounts you must pay as compensation due to:

1.1 any event which happens during the currency of this section anywhere in the world:

   1.1.1 for which liability is not included in the underlying policy; and

   1.1.2 for which the limit of compensation, including costs and expenses, of the underlying policy is exceeded. We will only pay compensation above the following limits:

   • R5 000 000 for the Personal Legal Liability section;
   • R5 000 000 for the Vehicle Liability section;
   • R2 000 000 for the Watercraft Liability section.

1.2 we will compensate you for your legal costs and legal expenses that:

   1.2.1 a claimant can recover from you for a valid claim under this section;

   1.2.2 you incur with our prior written consent.

TERMS AND CONDITIONS

1. Underlying policy

Compensation under this section is subject to a valid underlying policy being in force at the time of the event. The underlying policy must provide the kind of cover you are claiming for under this section and you must not have broken any of the conditions of the underlying policy. If compensation under this section refers to an event for which the limit of compensation, including legal costs and legal expenses, of the underlying policy is exceeded, the underlying insurer must have paid the full amount of the policy or undertaken to pay it.
2. Limit of compensation

Our compensation is limited to the amount shown in the Schedule for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.

NOT COVERED BY THIS SECTION

We will not compensate you for:

1. Liability in connection with:

   1.1 any judgement, award, payment or settlement made in a country that operates under the laws of the United States of America or Canada or is subject to any order made anywhere in the world to enforce such judgement, award, payment or settlement;

   1.2 the pursuing of any business, trade or occupation. This exclusion does not apply to vehicle liability if the vehicle is insured for Business or Farming use or to the optional Limited Bed-and-Breakfast extension of the House Contents section of this policy;

   1.3 hiring out any property, or any part thereof. This exclusion does not apply if the property is a building or structure, including the land on which it is situated, used as a private residence and is covered by any underlying policy;

   1.4 your reckless disregard of the possible consequences of your acts or omissions;

   1.5 loss of or damage to property that is covered under any other insurance policy;

   1.6 the ownership, possession, use or handling of any aircraft or other aerial devices other than model aircraft or hang-gliders;

   1.7 loss of or damage to or in connection with any exchange, cash or credit sale agreement, including theft under false pretense and fraud;

   1.8 HIV (Human Immunodeficiency Virus) or any related illness, including AIDS (Acquired Immune Deficiency Syndrome) or any mutant derivative or variation thereof;

   1.9 vehicle or watercraft liability, unless the liability is covered by any underlying policy or if the liability is excluded by any underlying policy, due to any claim occurring outside the borders of the countries covered by the policy;

   1.10 watercraft liability if the total length of the watercraft exceeds eight metres;

   1.11 loss of or damage to any self-propelled vehicle, trailer, caravan, watercraft or aircraft under your care, custody or control;

   1.12 a dishonest, fraudulent or malicious act, or acts of physical assault or seduction committed by you;
1.13 the payment of any fine, penalty or multiple, punitive/exemplary damages;

1.14 any debt;

1.15 failures to pay maintenance or alimony or any amounts following a breach of promise;

1.16 the purchase, sale, barter or exchange of property, or your failure to comply with your obligations relating to these.

2. Any of the following forms of liability:

2.1 liability of one person included in this policy to another person included in this policy, or a person who was included when the event happened;

2.2 liability that is the subject of legislation controlling the use of vehicles or trailers and for which you must take out insurance or provide security;

2.3 liability where the state or a government body or authority has accepted liability.

DEFINITIONS

“you/your” means the names shown in the Schedule, your spouse and any other member of your family or your spouse's family who normally lives with you.

“underlying policy” means a valid insurance policy in force with:

- a registered South African insurer (underlying insurer) that covers personal liability, property owners' liability, tenants' liability, motor liability or watercraft liability;

- any insurer (underlying insurer) in the world that covers motor liability, watercraft liability or property owners' liability for any motor vehicle hired, leased or owned by you, or for any watercraft or property owned by you, outside the Republic of South Africa.