

MUA Personal Policy



MUA

Insuring the Individual.



"WE KNOW YOUR STYLE REQUIRES DESIGNER COVER"

CONTENTS

MUA Personal Policy	1
General Definitions	2
General Conditions of Your Policy	4
General Exclusions of Your Policy	7
Riot and Strike Extension of Your Policy	9
SASRIA Cover	9

Section 1 : Buildings	10
Section 2 : House Contents	15
Section 3 : All Risks	21
Section 4 : Personal Legal Liability	24
Section 5 : Motor	29
Section 6 : Motorcycles	37
Section 7 : Caravans and Trailers	43
Section 8 : Legal Liability to Third Parties	49
Section 9 : Watercraft	53

MUA PERSONAL POLICY

1. Type of agreement

This is a Personal Lines Agreement of Insurance which consists of your schedule of insurance (your schedule) and the policy wording, which will collectively be referred to as 'your policy'.

Your policy records the terms and conditions of the agreement between the insurer, **Auto & General Insurance Company Limited (hereinafter referred to as 'Auto & General')**, represented by **MUA Insurance Acceptances (Pty) Ltd (hereinafter referred to as 'MUA')**, and the policyholder whose name appears in your schedule. The policyholder is represented by the broker whose name appears in your schedule.

2. The roles of the insurer, underwriting manager and the broker

The insurer

Auto & General undertakes to cover you for the events stated in your schedule as more fully described in the different sections (e.g. Buildings, House Contents, Motor) of your policy. Only events which occur during the insured periods are covered provided that you have paid the premium. The amount of your cover is, however, restricted to the sum for which you or your property is insured as recorded in your schedule.

The underwriting manager

MUA is the agent and representative of Auto & General appointed to communicate and deal with policyholders and will act as the **contact point** for the submission of your claims, or for any changes to policy details, confirmation of policy or claim information and in other related matters.

The broker

The broker is the person acting on your behalf to administer and maintain your policy, communicate and be the **contact point** between MUA and you for the submission of your claims, or for any changes to policy details, confirmation of policy or claim information and in other related matters.

3. What your policy consists of and how to read it

- Your policy consists of your schedule, the policy wording, and any communication, proposal or declaration made by you or your agent.
- These documents form a unit and you must read them as a whole/together.
- Your policy is not valid unless your schedule is signed by the appropriate MUA official/employee or an authorised representative of MUA.

4. Conditions of cover

The insurer will cover you for events that take place during the time that you are insured, subject to any restrictions listed in your policy, in accordance with what is stated in your policy on condition that

- you meet all the terms, conditions and requirements as listed in your policy
- you have paid your premium to the insurer or to an authorised party collecting premium on behalf of the insurer
- you pay any excess amount stated in your schedule.

5. Claims that involve two or more people

- If any party other than you is entitled to compensation under your policy, the insurer will cover each of you only to the value of your interest in the property concerned.
- Any legal liability that arises in respect of two or more parties covered under your policy will be treated as though each party holds a separate policy, except that the total combined cover of the parties will not exceed the amount for which you are insured as stated in your schedule.

6. Information sharing

It is necessary for insurance companies to share information in order to underwrite (assess and price the risks) policies fairly and lower the number of fraudulent claims.

In view of the above, you and any person you may represent

- accept that it is in the public interest for insurers to share insurance information (including credit information)
- consent to your policy, claims or credit information being shared with third parties in the ordinary course of business
- accept that any information provided to the insurer may be stored in a shared database and used by other insurance companies as explained above, including information regarding the renewal or continuation of your policy or any claim that you may submit
- consent to such information being given to any other insurance company and/or reinsurance company or its agent
- accept that this information may be checked against other legal sources or databases.

GENERAL DEFINITIONS

Below is a list of definitions of the most common terms you may come across in your policy. The meanings given here are those that apply to your policy.

1. **Asbestos:** Asbestos, asbestos fibres, any product derived from asbestos and any product containing asbestos, asbestos fibres or any product derived from asbestos.
2. **Bodily injury:** Physical harm or death that is accidental, sudden and caused by visible and external means. This includes inhaling gasses.
3. **Business:** Any professional activity that you undertake for payment at the address stated in your schedule.
4. **Business use:** Use in the type of profession or occupation (work) stated on your insurance proposal or as disclosed to the insurer and for which you earn a salary, a wage, other income or remuneration. If the use of the vehicle is stated in your schedule as 'business', the vehicle may be used for social and domestic purposes, for journeys between your home and permanent place of business (work), and for use in your business including in connection with any business by a representative/agent, commission agent or any other destination you may travel to for any purpose including business.
5. **Car:** A motor vehicle (including station wagons, minibuses, motorised caravans and the like) or similar vehicle which is designed to seat 10 persons or fewer (including the driver).
6. **Caravan:** A vehicle which is not self-propelled (does not move under/is not driven by its own power) and which is designed to be towed by a self-propelled vehicle.
7. **Commercial travelling:** Extensive travelling connected with your business or work, including travelling to sell products and/or services connected with your business or work.
8. **Comprehensive motor:** Insurance cover under which the insurer will pay you out for any loss or damage caused by you or the driver of the vehicle as noted in your policy as a result of an insured event, including the amounts for which you are legally liable to any third party if the legal liability is related to the vehicle.
9. **Comprehensive motor, excluding theft and hijacking**
Insurance cover under which the insurer will pay you out for any loss of or damage caused by you or the driver of the vehicle as noted in your policy as a result of an insured event, including the amounts for which you are legally liable to any third party if the legal liability relates to the vehicle, but does not arise as a result of theft or hijacking or any attempt at theft or hijacking of the insured vehicle or any part of it.
10. **Claim preparation costs:** Reasonable costs that you incur in obtaining and officially confirming any particulars or details the insurer may require in terms of General Condition 2 or to prove the amount of any claim.
11. **Domestic employee:** Domestic staff, au pairs, nannies, chauffeurs, gardeners or labourers (full time or casual) that you employ and who carry out domestic duties at the address stated in your schedule.
12. **Drive:** The act of putting the vehicle in motion, or of being seated behind steering wheel of the vehicle for the purpose of driving it (i.e. putting the vehicle in motion even if the vehicle is idling i.e. stationary at the time).
13. **Endorsement:** A change to the standard terms of your policy which is noted in writing as an amendment to your schedule.
14. **Event:** An occurrence or series of occurrences that results from a single cause, and for which the insurer will cover you under your policy.
15. **Excess:**
 - a. **Basic excess:** The first amount of any claim for which you are not insured. You may choose to increase your basic excess (**increased basic excess**), in return for a lower premium. You will have to pay this amount before the insurer will settle your claim.
 - b. **Compulsory excess:** This is an excess imposed by the insurer to increase your excess, in addition to your basic excess. This is the amount you have to pay before the insurer will settle your claim and you are effectively not insured for the amount of the compulsory excess.
16. **Laid-up cover**

Insurance cover that extends only to the loss of or damage to the vehicle which results from fire, theft or attempted theft when you or anyone permitted to drive the vehicle is not using it and it is in a locked garage or secure place.

If the vehicle will be out of use for a continuous period of **60 days** or more, and this is not as a result of any loss or damage covered by your policy, the insurer may suspend the cover and refund you part of the premium for the laid-up period.

The insurer will pay this refund when you ask for the cover to start again.

If you want the insurer to suspend cover, you must request them to do so in writing.

The cover is **not** available if your vehicle is a caravan or mobile home.

The insurer will **not** pay for

 - a. loss of use, reduced value, wear and tear, or mechanical, electrical or computer breakdowns, failures or breakages
 - b. loss of value following repair
 - c. loss or damage arising from theft while the ignition keys of your vehicle have been left in or on the vehicle, or
 - d. damage by pests.

GENERAL DEFINITIONS

- 17. Licence:** A valid driver's licence that complies with the laws of the specific country in which the vehicle is being used at the time of any loss or damage. A person who is learning to drive must comply with the laws for learner drivers.
- 18. Light delivery vehicle:** A delivery vehicle (including a panel van or double cab vehicle) that does not exceed a Gross Vehicle Mass of 3 500 kilograms.
- 19. Loss or damage:** Physical loss of or damage to your property which happens by accident, and is sudden and unexpected, and does not include wear or tear or reduction in value due to the passing of time.
- 20. Motorcycle:** A motorcycle, motor scooter (with or without a sidecar), scrambler, quad bike, golf cart or motorised wheelchair.
- 21. Period of insurance:** The time period for which this insurance is in force or operational as stated in your schedule, during which time you must meet all the requirements stated in your policy.
- 22. Policyholder:** The policyholder is
- a. any individual whose name appears in your schedule, his/her cohabiting partner or spouse, and directly related family members who live permanently with the policyholder at the insured address,
- or
- b. the company, close corporation or trust whose name appears in your schedule, and the directors, members or trustees of the company, close corporation or trust.
- In your policy, the policyholder is addressed as 'you', 'your' or 'yourself'.
- 23. Private use:** If your schedule states that the use of the vehicle is 'private', you may use the vehicle for social and domestic purposes, for journeys between your home and permanent place of business or any other destination to which you may travel for any purpose other than business.
- 24. Retail value:** The reasonable retail value of the vehicle which will be determined by consulting the *Auto Dealers' Guide* prepared by TransUnion Auto Information Services or other vehicle sales price information publications for the month in which the loss or damage occurred.
- 25. Schedule:** That part of your policy that lists the detail of your cover, including your details, the period of insurance, a description of the insured property, any optional benefits that may apply, the amounts for which you or your property are insured, the excesses that will apply to any claims (see definition), and any endorsements (see definition) which have the effect of changing the standard policy wording.
- 26. Specified vehicle accessories:** Items which, although fitted to the vehicle, are covered only under your policy if stated in your schedule and for which you pay an additional premium.
- 27. Sum insured:** The limit of cover the insurer offers you as stated in your schedule.
- 28. Terrorism:** An act or acts undertaken for political, religious or similar purposes in which a person or group of people with a similar set of beliefs, acting either on their own or on behalf of or in connection with an organisation(s) or government(s), use force or violence and/or threaten to use force or violence to influence a government and/or to frighten the public or a section of the public.
- 29. Third party, fire and theft only:** Insurance cover that will pay only for the loss or damage for which you are legally liable to a third party if the legal liability arises from an insured event involving the vehicle, or for loss of or damage to the vehicle which results from fire, theft or attempted theft.
- 30. Third party only:** Insurance cover that will pay only for the loss or damage for which you are legally liable to a third party if the legal liability arises from an insured event involving the vehicle.
- 31. Trailer:** A vehicle (other than a caravan) which is not self-propelled (does not move under/is not driven by its own power) and which is made to be towed by a self-propelled vehicle.
- 32. Vehicle sharing:** Carrying passengers for social reasons (including giving lifts to learners) and travelling to and from work in vehicles that are not registered or licensed to carry passengers for profit. Although refunds may be received for expense on fuel and maintenance of the vehicle, this must not be for the purpose of making a profit.
- 33. Vehicle:** Any car, light delivery vehicle, trailer, caravan or motorcycle, including the standard tools, accessories (items to make the vehicle more useful and/or attractive or which enhance the performance of the vehicle) and spare parts in it or on it, as well as extra accessories and parts of the vehicle while these are fitted to it. The vehicle described in your schedule is the insured vehicle.
- 34. Watercraft:** Jet skis, wet bikes, motor boats, speed boats, rowing boats, sailing boats, yachts, rubber dinghies less than 8 metres in length, consisting of superstructures, hulls, machinery, engines, motors, covers, fixtures, fittings, accessories, safety gear and equipment described in your schedule, and would normally be sold together, but excluding trailers. The watercraft described in your schedule is the insured watercraft.
- 35. Watercraft use:** Your watercraft may be used only for social, domestic or pleasure purposes, and for the purpose for which it was designed.

GENERAL CONDITIONS OF YOUR POLICY

The general conditions below apply to all sections of the policy. You must comply strictly with these conditions. If you do not, the insurer may refuse to cover your claim and/or claim back any benefit already paid to you and will be entitled to cancel your policy.

1. Claims the insurer will not cover

The insurer will not cover you for any loss, damage or injury that you or any person acting on your behalf causes deliberately [on purpose] or that results from any involvement in unlawful activities or for any claim which is in any respect fraudulent [dishonest]. You will lose all benefits in respect of your policy.

2. Procedure to follow when you make a claim

If you suffer any loss, damage or injury for which you would like to claim, you must follow the procedure below:

- a. Inform the insurer of the potential claim as soon as you become aware of the event or loss.
- b. Provide details of any other insurance that may also cover the event or loss.
- c. Report any claim involving any of the following to the police as soon as possible after the event or loss:
 - Bodily injury, theft or any other criminal act
 - Motor accident
 - Watercraft accident
 - Loss of property.
- d. Take all practical steps to identify and determine the whereabouts of the guilty party and to recover the stolen or lost property.
- e. Give the full details of your claim to the insurer in writing within a maximum of **30 days** after the event or loss.
- f. Do not respond to any letter, claim or other legal process instituted against you in connection with any insured event. You must submit these documents to the insurer as soon as you receive them. If you fail to do so, the insurer may reject your claim.
- g. Give the insurer any proof, information and sworn declarations which they may require or which are necessary to assess your claim.
- h. Give the insurer proof of ownership and of the value of any item(s) for which you are claiming.
- i. Give the insurer proof that the driver of the vehicle was in possession of a valid driver's licence at the time of the event. The form of proof must comply with provisions of the National Road Traffic Act or any act that replaces it. If your driver's licence has expired, you must prove to the insurer that it was renewed within **90 days** of expiry. If you hold a foreign licence and become a South African resident, you must convert your licence to a South African driver's licence within the timeframe required by the law.

3. Helping the insurer identify found or recovered property

If the insurer has settled your claim, any property that is later found or recovered will become the property of the insurer and you must assist the insurer to identify the property. The insurer will pay the reasonable costs that you may incur in order to assist in identifying the property.

4. Time limit on claims and rejected claims

No claim will be paid more than **24 months** after an event unless the insurer agrees to extend this period, or if the claim forms part of ongoing legal action or if the claim is in respect of your legal liability to a third party.

If the insurer rejects your claim, you have **90 days** in which to submit a written objection or make further requests to the insurer.

If you do not act within the **90 days**, you have a further **180 days** in which to institute legal action against the insurer.

5. The insurer will control all proceedings

It is for the insurer alone to decide whether and in what manner to continue to pursue any legal action to recover your property or settle your claim. You may not take any action without first obtaining the written consent of the insurer.

Neither you nor your representative may admit to any blame or take liability or make any offer, promise or payment in relation to any aspect of any event which may result in a claim under your policy.

6. Overlapping or duplicated cover

If an event occurs and there is overlapping or duplicated cover under different sections of your policy for the same loss, damage or liability, you must decide under which section you will submit the claim. You may not submit separate claims under different sections of the policy for the same event.

7. Notify the insurer of other insurance

If an event occurs for which you have any other existing insurance which provides cover for the same loss, damage or legal liability, then you must give the insurer full details of the other insurance policy when you submit your claim. The insurer will not pay or contribute more than their share of the legal liability in respect of the claim.

GENERAL CONDITIONS OF YOUR POLICY

8. Conditions for meeting claims: terms met and statements true and complete

Your claim will be paid only if all information, statements and answers provided by you, including information given in your proposal and claim forms, are true and complete.

9. Actions the insurer may take

If an event occurs, the insurer or their appointed representative may do the following without incurring any legal liability or in any way lessening or waiving any of their rights:

- a. Take, enter or keep possession of any damaged item, its parts or accessories, and deal with these in a reasonable manner. (This condition does not give you the right to abandon any property to the insurer whether it is already in the insurer's possession or not.)
- b. Take over or conduct legal action in your name in connection with any recovery of or contribution to a claim.
- c. Take over and manage in your name the defence and settlement of any claim.
- d. Meet their obligations at any time under the Legal Liability sections of your policy, by paying to you, or a third party claimant, the amount for which you are insured or any lower amount for which the claim may be settled including the legal fees and any other expenses that the insurer agreed upon and that were incurred before the date of payment.

10. Full payment of compensation and no further action

When an event happens, and the insurer pays you the full amount to which you are entitled under a specific section of your policy, the insurer alone may decide whether to undertake or continue with recovery proceedings against a third party. The insurer will not be responsible for any damage you may claim to suffer as a result of any action or failure of the insurer to act, nor will the insurer be responsible for any costs or expenses that you or any other person may incur after the insurer has decided not to take any further action.

11. Inform the insurer of changed information

You must inform the insurer immediately of any changes to any of the information you have given them, including the information contained in your proposal form, to enable them to underwrite the risk based on current information and to ensure that the cover and premiums are amended from the date of change. The insurer may refuse to cover you under any section of your policy if

- you fail to advise them immediately of changes to any relevant information, or
- you have not described the conditions accurately, or
- have misrepresented them, or
- you have left out relevant information.

If you misrepresent any information, or fail to describe information adequately or to give the insurer any information that affects the conditions of the insurance, your policy will be avoided from the date on which you should have informed the insurer, at the insurer's election.

12. Your obligations regarding your property and yourself

You must take all reasonable steps to

- a. prevent or minimise accidents, bodily injury, loss or damage
- b. keep the insured property safe, and ensure that every item is taken care of and looked after in accordance with its value
- c. maintain the insured property in good condition and repair.

13. Passing on of assets/policies/interests

No party other than you will have any rights under your policy unless the insurer has stated this in your schedule. If you pass on your interest under your policy to another party, other than through death or through the normal operation of law, the cover under your policy will cease and the insurer will not be liable for any claim which arises after you passed on such interest, unless and until the insurer has confirmed continuation of the insurance cover by endorsement in your schedule. Only you have the right to make a claim under your policy. Even where the insurer has extended cover under the policy to any other party, all claims must be submitted by you and payment to you shall constitute full settlement of any legal liability that the insurer has in respect of the claim.

14. All payments will be in South African Rands

You must pay all your premiums in South African Rands and claims will be paid out in South African Rands.

15. Insured amount must be shown

You will not be insured for an event if the space allocated for the amount of insurance or cover in your schedule is

- a. left blank or no monetary amount is given for it
- b. shown as 'nil', 'no', 'not applicable', 'n/a', 'not covered' or 'no indemnity extended'.

GENERAL CONDITIONS OF YOUR POLICY

16. Cancelling a policy

The insurer may cancel your policy at any time and for any reason by giving you **30 days'** notice (or an extended period you and the insurer agree upon) by sending a **written notice** either to your insurance broker or to you at your last known address.

You may cancel your policy at any time by giving **written notice** to the insurer. If you cancel an annual policy, the insurer will refund your premium, if any, to you pro rata.

17. Refund of premium

If you suffer a complete loss you will be entitled to a pro rata refund of the premium for that item for the remaining period of cover.

18. Due dates of premiums

The premium for your policy is due as follows:

- a. Monthly premiums:** The first working day of every calendar month or any date you agree upon with the insurer

If your monthly premium is not received on the due date:

- i. In terms of the Policyholder Protection Rules you are allowed a 15-day period of grace from the due date to pay the premium, except for the first premium which you must pay at the start of your policy.
- ii. Even though the grace period for payment of the premium is only 15 days from the due date, any unpaid premium can be paid by way of a double payment when the next premium is due.
- iii. If any portion of a double premium collected remains unpaid at the due date, the insurer will consider that your policy has been terminated/ended automatically at midnight on the last day of the last month for which they received a premium.
- iv. No claim will be considered for any month in respect of which the insurer did not receive a premium.

- b. Annual premiums:** The first working day following the start or renewal date of your policy.

If your annual premium is not received on the due date:

- i. You are allowed a 15-day period of grace from the due date to pay the premium.
- ii. If you fail to pay the premium within the 15-day grace period, the insurer will consider that your policy has been cancelled from the due date.
- iii. No claim will be considered for any period for which the insurer did not receive a premium.

19. Period of cover

If you pay your premium annually, cover continues to the anniversary date of your policy plus any period for which you renew your policy.

If you pay your premium monthly, the period of cover continues for each calendar month for which you have paid the premium.

20. Revision of your policy

Cover and the conditions of cover may be revised and amended by giving you **30 days'** prior written notice.

21. Conditions of your policy

The cover offered in any section of your policy is subject to the conditions listed in

- a. the provisions of such section including any endorsements to it
- b. the general conditions of your policy
- c. the general exclusions of your policy
- d. any specific provisions, conditions and exclusions that appear in your policy or in your schedule.

22. Terms of your policy

The insurer has used headings in your policy document and schedule solely to make the document easier to read, and not to influence your interpretation or understanding of your policy. You must read your schedule and any changes to it and your policy as a whole. Any specific meaning that the insurer has given to a specific word or expression in any part of your policy is the meaning the insurer intends it to have.

No waiver of any of the terms, conditions, exclusions or endorsements to your policy will be valid, unless these are in writing and signed by an authorised officer of the insurer.

23. Applicable law and jurisdiction

Your policy is governed by South African law. You and the insurer unconditionally consent and submit to the jurisdiction of courts of the Republic of South Africa in regard to all matters arising from your policy.

GENERAL EXCLUSIONS OF YOUR POLICY

The insurer will **not** cover the following:

1. Any loss or damage, injury, liability or claim that arises from any legal liability you may have as the result of having entered into a contract or agreement, unless the legal liability would in any event have arisen without your entering into the contract or agreement
 2. Any loss or damage, injury, liability or claim that arises from any dishonest act, theft by false pretences or fraudulent act or representation of a third party
 3. Any loss, damage, cost or expense that arises directly or indirectly from customs officials, policing services, crime prevention units or other officials or authorities detaining you, or confiscating, making you forfeit, impounding, demanding, detaining or legally seizing your property
 4. Any consequential or indirect loss or damage which results directly or indirectly from any cause whatsoever, unless your policy specifically provides for such an event
 5. Items that fail while still under their manufacturer's guarantee and/or warranty
 6. Loss, damage, injury and/or liability connected to or caused by
 - a. civil unrest, labour unrest, riot, strike, lockout or public disorder or any act or activity which aims to bring about any of the above
 - b. war, invasion, act of a foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war
 - c.
 - i. mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which causes the authorities to proclaim or maintain martial law or a state of siege
 - ii. insurrection, rebellion or revolution
 - d. any act (whether on behalf of any organisation, body or person, or group of persons) that aims to overthrow or influence
 - any state or government
 - any provincial, local or tribal authoritywith force, or by means of fear, terrorism or violence
 - e. any act which aims to bring about loss or damage to
 - promote any political cause
 - bring about any social or economic changeor in protest against
 - any state or government
 - any provincial, local or tribal authorityor to arouse fear in the public or any section of the public
 - f. any attempt to perform any act listed in the clauses above (a–e)
 - g. the act of any lawful authority to control, prevent, suppress or in any other way deal with any event listed in the clauses above (a–f)
 - h. any act directly or indirectly resulting from or connected with any act, attempted act or threatened act of terrorism, even if
 - there are any other causes or events that may at the same time or at another time contribute to the loss
 - this insurance or any alterations or changes to it provides for these causes and events
 - i. any other act which is directly or indirectly caused by, results from or is in any way linked to any action authorities may take to control, prevent, or suppress any act of terrorism
- If an event occurs and the insurer maintains that according to subsection a, b, c, d, e, f, g, h or i of this clause 6, your policy does not cover loss, damage, injury and/or liability, then you must prove that it does. If you show that any portion of clause 6 is invalid or unenforceable, the rest of the clauses will remain in force.
7. Any legal liability, loss or damage caused directly or indirectly by, through or as a result of any event for which there is a fund in terms of the War Damage Insurance and Compensation Act 1976 (No. 85 of 1976), or any similar act or law that operates in any country where this policy applies
8. Any legal liability, loss, damage, cost or expense or any loss that results directly or indirectly from, is caused by, contributed to by or arises from
 - a. ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel
 - b. nuclear material, nuclear fission or fusion, nuclear radiation
 - c. nuclear explosives or any nuclear weapon
 - d. nuclear waste in whatever form even if there is any other cause or event that contributes at the same time or at any other time to the loss

For the purpose of this exclusion, combustion will include any self-sustaining process of nuclear fission.

GENERAL EXCLUSIONS OF YOUR POLICY

9. Any legal liability that arises directly or indirectly from
 - a. being exposed to or inhaling asbestos
 - b. fear of the results of being exposed to or inhaling asbestos
 - c. the cost of cleaning up or removing asbestos
 - d. damage to property arising from any use of asbestos
 - e. or is in any other way attributable to the harmful nature of asbestos
10. Any loss or destruction of or damage to any property (including a computer) or any loss or expense resulting or arising from
 - a. any legal liability of any nature
 - b. any consequential loss directly or indirectly caused or contributed to by, or consisting of or arising from the incapacity or failure of any computer, correctly or at all
 - i. to treat any date as the correct date or true calendar date
 - ii. to recognise, manipulate, interpret, process, store, receive or respond to any data or information correctly or appropriately
 - iii. to carry out any command or instruction in regard to or in connection with any such date
 - iv. to capture, save, retain or process any information or code as a result of the operation of any command which has been programmed into any computer and the incorrect functioning of that command causes the loss of data or failure to capture, save, retain or correctly process that data
 - v. to capture, save, retain or process any information or code owing to program errors incorrect entry, the inadvertent cancellation or corruption of data and/or programs, or
 - vi. to capture, save, retain or process any data as a result of the action of any computer virus, other corrupting, harmful or otherwise unauthorised code or instruction or any other destructive or disruptive code, media or program or interference

A computer includes

- any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment, or
- any computer software, tools, operating system, or
- any computer hardware or peripherals and
- the information or data electronically or otherwise stored in or on any of the above, whether it is your property or not.

RIOT AND STRIKE EXTENSION OF YOUR POLICY

This extension excludes cover which may be provided by the South African Special Risks Insurance Association (SASRIA Limited) or the Namibian Special Risks Insurance Association.

This extension operates despite anything to the contrary contained in the general exclusions.

1. This policy is extended to cover loss of or damage to property or injury to your body directly caused by or as a result of
 - a. civil commotion, labour unrest, riot, strike or lockout
 - b. the act of any lawful authority to control, prevent, suppress or in any other way deal with any event listed in 1.a. above.
2. This extension does **not** cover loss of or damage to property or injury to your body that
 - a. occurs either within the Republic of South Africa or Namibia, or beyond any national boundaries specified in the policy
 - b. results from you totally or partly stopping work, or slowing or ending any process or operation
 - c. is caused by any lawful authority permanently or temporarily confiscating, commandeering or requisitioning your property
 - d. is related to or caused by any event referred to in General Exclusion 6.a., 6.b., 6.c., 6.d., 6.e. or 6.f. or the act of any lawful authority to control, prevent, suppress or in any other way deal with any such event.

If an event occurs and the insurer maintains that, according to subsection 2.a., 2.b., 2.c. and/or 2.d., this extension does not cover loss of or damage to your property or injury to your body, then you must prove that it does.

SASRIA COVER

You have automatic SASRIA cover for unrest, riot, strike or public disorder in respect of those sections for which it is available. SASRIA cover is provided according to the terms of the SASRIA coupon. You may request a copy of the SASRIA coupon. The SASRIA Limited Policy is enclosed with your insurance policy.

SECTION 1: BUILDINGS

Specific definitions for this section

- 1. Buildings:** Permanent structures that you primarily use for or associate with your domestic life and which you own. Buildings **include**
 - a. private dwellings, home offices, garages, carports, guest cottages, domestic employees' quarters, studios, stables, change rooms, garden sheds, greenhouses
 - b. your or your tenants' permanent fixtures, fittings and improvements
 - c. fitted furniture, fitted appliances and climate control systems
 - d. permanently installed swimming pools, hot tubs, spas, saunas, ornamental ponds and fountains
 - e. permanently installed garden watering systems, garden lights and lighting systems
 - f. walls, retaining walls, fences, gates, driveways, footpaths, steps, terraces, patios, all-weather tennis courts and floodlights
 - g. underground service pipes, cables, sewers, drains, tanks, inspection hatches and covers, domestic boreholes, pumps, motors and fixed generators, solar geysers and solar heating panels
 - h. fixed radio and television antennae, satellite dishes, their fittings and masts and lightning conductorsbut specifically **exclude**
 - i. earthen walls, earthen and gravel driveways and earthen structures
 - ii. dam walls
 - iii. piers, jetties, bridges and culverts
 - iv. hedges.
- 2. Fixed equipment:** Fixed filters, pumps, motors for gates and doors, fire and burglar alarm systems, electric fence energisers, hoists, lifts, escalators, generators and air-conditioning plants.
- 3. Subsidence, landslide or ground heave**
 - a. **Subsidence** is the downward movement of a structure when the soil on which it was built can no longer support it. Examples are clay shrinkage (especially due to the action of tree roots) and erosion caused by water passing underneath the upper layers of soil. The compaction of make-up ground or infill is not defined as subsidence.
 - b. **Landslip** is the massive movement of the top layer of soil down a slope.
 - c. **Ground heave** is the upward movement or expansion of the site caused by load being removed from it or by actions from inside the site itself; but **excludes** settlement, which is the movement of a site as a result of loading placed on it by a building. (Settlement is not covered in terms of subsidence cover.)
- 4. Tenants' improvements:** These are improvements, alterations and decorations that you or a previous occupier as the tenant has undertaken and for which you are legally responsible.
- 5. Unoccupied:** At the time of the loss of or damage to buildings, the home, although furnished, had not been lived in for more than **60 consecutive days**, or, if not sufficiently furnished for normal living purposes, for more than **30 consecutive days**.

SECTION 1: BUILDINGS

What the insurer offers

A. YOUR COVER

The insurer may decide whether to replace, restore, repair or rebuild your building or to pay you out, or any combination of these up to the insured amount as stated in your schedule.

The insurer will cover you against loss or damage to buildings from a cause listed below:

1. **Fire, lightning, explosion and/or earthquake**
2. **Bursting, leaking or overflowing of water equipment or pipes**
3. **Storm, flood, wind, water, hail or snow**
4. **Impact damage** to your buildings by animals, vehicles and falling trees (other than through felling)
5. **Aircraft or objects dropped from aircraft**
6. **Malicious or intentional damage**, except when building is lent, let or sublet to a tenant.
7. **Theft or attempted theft**, subject to forcible and violent entry/exit when unattended
8. **Subsidence, landslip or ground heave** (if these are included in your schedule)

The insurer will cover you, according to the maximum amount for which you are insured as stated in your schedule, for any destruction of or damage to your buildings caused by subsidence or ground heave of the land supporting the buildings, or landslip, **but excluding**

- a. destruction of or damage to drains, water courses, boundary walls, garden walls, retaining walls, gate posts, fences, driveways, paving and swimming pool surroundings, tennis courts, patios and terraces
- b. damage which existed when the policy started
- c. damage caused as a result of or made worse by faulty design, material or workmanship, or inadequate (poor/not enough) compacting of filling, normal settlement or construction, or the removal or weakening of support to any building specified in your schedule
- d. damage caused as a result of altering, adding to or repairing the insured building
- e. damage caused as a result of excavations on or under the land.

If you are asked to do so, you must prove that the loss or damage you are claiming for was caused by subsidence or landslip or ground heave.

A.1. Matching Building Materials

The insurer has no duty to repair your building to precisely match its previous appearance and condition. The insurer alone may decide whether to repair or restore your building to match the damaged or lost materials as closely as possible. However, the repair or restoration might not be exact, but it is sufficient if it is as close as circumstances reasonably allow. The insurer will not pay for matching building materials to create a uniform effect throughout the building(s) if this is not reasonably possible.

A.2. Condition of Average

When you claim for loss of or damage to a building, and the reasonable cost of replacing the building (including any demolition costs and professional fees for architectural or other necessary professional services) amounts to more than the insured amount as stated in your schedule, you will share in the loss in proportion to the amount by which your property is underinsured and you will be responsible for the underinsured portion of the loss. This is referred to as **average**, and applies to each item under each section separately. For example, if your property is insured for R500 000, but the reasonable cost of replacing the property is R715 000, then the property is underinsured by 30%. If the property is damaged to the value of R10 000, the claims settlement amount would be reduced to 70% and you will be responsible for the remaining 30%.

A.3. Demolition costs

Depending on the insured amount (and provided that costs do not go beyond the amount as stated in your schedule), the insurer will also pay any reasonable and necessary cost you incur following the loss or destruction of or damage to the building in respect of

- a. demolishing the building, removing rubble from the site and erecting the board fence required for building operations
- b. architects', quantity surveyors' and consulting engineers' fees, and
- c. local authorities' inspection fees.

The insurer is **not** responsible for paying

- i. costs or fees connected with any undamaged parts of the building
- ii. costs you may incur in meeting any condition required by the government or local authority of which they notified you before the damage occurred.

You will pay a basic excess and/or any increased basic excess and/or compulsory excess as stated on your schedule every time you claim.

SECTION 1: BUILDINGS

What the insurer offers

B. REINSTATEMENT COVER

This cover is limited to the amount for which you are insured that is stated in your schedule and is calculated according to the cost of replacing the lost or damaged building or part of it with a new building of a similar type, but not superior to or more extensive than the original building.

The building may be replaced on the same site or any other site as you may require, provided that this does not result in the insurer's legal liability being increased.

The reinstatement work must start and be carried out as soon as possible, as no payment will be made if an additional amount becomes payable as a result of unreasonable delay in starting or completing the building works.

The insurer will not be legally liable for payment of any amount until you have incurred the expense in repairing or replacing the building.

You have **6 months** from the date of the damage to notify the insurer of your intention to replace or reinstate the building.

C. PRIORITY OF INTERESTED PARTIES

If you have borrowed money from any bank or other financial institution to pay for your building and this is stated in your schedule, you agree that their interest will rank above yours if you claim under your policy. The insurer will pay out or pay the bank or financial institution according to the amount that you owe them in respect of the property concerned at the time any claim is settled, or the insured amount as stated in your schedule, whichever is the lower.

If you do anything that may jeopardise this insurance or make it invalid, the interest of the bank or financial institution will not be affected provided that the bank or financial institution

- a. did not know that you behaved in a way that may have made this insurance invalid
- b. informs the insurer about your actions or failure to act as soon as they become aware of it.

D. INFLATION PROTECTION

The maximum amount for which you are insured will be adjusted each month in line with the building cost index rate, as calculated and provided by the South African Bureau of Economic Research, to cater for the effect of inflation. You will not be charged any additional premium during the period of insurance, but your premium will be automatically recalculated according to the adjusted maximum amount for which you are insured at the anniversary date of your policy.

SECTION 1: BUILDINGS

Automatic extensions of cover

These extensions of cover are in addition to the cover detailed above. If you claim under more than one extension, the combined total that the insurer will pay out will not exceed 25% of the total amount for which you are insured. The basic excess that is stated in your schedule does not apply to claims under these extensions, but any increased basic excess or compulsory excess will apply first to every claim.

1. Accidental damage

The insurer will cover you for electronic, electrical or mechanical breakdown, breakage or failures and accidental physical loss of or damage to your insured buildings, including loss or damage caused by power surge, up to the amount stated in your schedule.

2. Alternative accommodation/rent

If you are not insured for this elsewhere in your policy or in another policy, the insurer will pay the necessary and reasonable costs of other accommodation for you and your pets if, as a direct result of damage for which you are insured,

- people cannot live in the buildings, or
- a local or police authority will not allow you to enter your home as a direct result of damage to a neighbouring property.

The following conditions apply to the above cover:

- The maximum period for this cover to be in force is **6 months**.
- The insurer will decide on the alternative accommodation by considering the rental that it would be reasonable to charge for a building of the same or similar value and location as the address stated in your schedule.

The insurer will also pay for the loss of actual rent that you would have received provided that a valid lease agreement is presented to the insurer.

3. Fire extinguishing charges

The insurer will cover you for the cost of extinguishing a fire if you have a fire in your building(s) or for preventing imminent fire damage to the buildings, provided that these costs are reasonable.

4. Glass and sanitaryware

The insurer will cover you for loss or accidental damage to fixed glass and sanitaryware up to the amount as stated in your schedule.

5. Hiring of security guards/watchmen

The insurer will cover you against the costs you reasonably incur for employing watchmen after you have experienced a loss for which you are insured provided the loss gives rise to a valid claim.

In an emergency, you may agree to a hiring fee up to the amount stated in your schedule, without first obtaining permission from the insurer.

6. Metered water leakage

The insurer will cover you for extra metered water charges for which you are legally liable owing to leaks, breaks or bursts in your water mains system. You are covered up to the amount stated in your schedule.

- a. If the quarterly reading of the water you use is 50% or more above the average of the previous four quarterly readings, the insurer will cover you for the cost of the additional water used.
- b. The insurer will not be liable for more than **two separate** incidents in a period of **12 months**.
- c. If you discover a leak (either from physical evidence or by receiving an abnormally high water account), you must take immediate steps to repair the affected pipe(s).
- d. This extension does not cover the cost of fixing the problem, including repairs to the affected pipe(s).

7. Public supply

The insurer will cover you for loss or accidental damage to your public supply or main connections at the insured address up to the amount as stated in your schedule.

8. Replacing locks and keys

The insurer will cover you for costs you may reasonably and necessarily incur in replacing lost or damaged keys (including cardkeys and remote control devices) for your home, safe(s) or security alarms.

9. Removal of fallen trees

The insurer will cover the removal of fallen trees on the insured property up to the amount as stated in your schedule limited to one claim per year.

10. Tracing of leaks

The insurer will pay the fair and reasonable costs, up to the amount stated in your schedule, towards the cost of tracing the source of escaping water, gas or oil from any fixed water or fixed heating appliance in your insured home.

The insurer will also pay for any resultant and necessary remedial repairs to floors, walls and ceilings, provided that the first sign of the leak occurred only after the start of your policy.

11. Wild baboons and wild monkeys

The insurer will cover loss or damage to the insured building(s) caused by wild baboons or wild monkeys up to the amount stated in your schedule.

SECTION 1: BUILDINGS

Optional extensions of cover

These extensions of cover are optional and will be stated in your schedule if you choose to include them. An additional premium will apply to these extensions.

1. Accidental damage top-up

The insurer will cover you for electronic, electrical or mechanical breakdown, breakage or failures and accidental physical loss of or damage to your insured building(s), including loss or damage caused by power surge, up to the amount stated in your schedule.

your building(s) that you need to make because of a permanent and identifiable physical disability which

- is caused directly by a sudden and unexpected accident
- occurs during the period for which you are insured, or
- results in your having to rely on a wheelchair for moving around.

2. Changes to your buildings because of physical injury

The insurer will pay the fair and reasonable costs, up to the amount stated in your schedule, towards essential changes to

Specific exclusions for this section

The insurer will **not** cover the following:

1. The **excess** as stated in your schedule
2. Any additional instalment or payment owed to a financial institution
3. The first **R5 000** for any loss or damage that arises from theft or attempted theft, malicious damage or the escape or leaking of water when the building is **unoccupied**
4. Any loss or damage that arises from theft or attempted theft from building(s) when unattended, unless there are signs of forcible and violent entry/exit
5. Loss, damage or breakdown which is or would, in the absence of this contract of insurance, have been insured by a guarantee, service contract, purchase contract or other purchase agreement
6. The costs you incur for maintaining, decorating, extending, refurbishing or improving your building(s) or the costs of the tenants' improvements to your building(s)
7. Loss or damage that arises from or is aggravated directly or indirectly by changes to the structure of the building (including demolishing it) or any building works including extending, altering, renovating, constructing, cleaning, restoring, maintaining or repairing the building(s)
8. Damage caused by or as a result of:
 - a. inherent fault, faulty design, poor workmanship, use of faulty material, misuse of the building or your deliberate actions
 - b. rot, rising damp, a rise in the water table, fungus, mould, mildew, damage caused by vermin, insects or infestation by any other pests
 - c. weeds or roots
 - d. chewing, scratching, tearing and fouling by domestic pets
 - e. chipping, denting, scratching, spoiling or discolouring
 - f. settlement, shrinkage, warping, corrosion, wear and tear or other gradual processes including rust, oxidation, smudge and any deterioration of the building
 - g. the building(s) not being maintained
 - h. subsidence, landslip or ground heave (unless stated as included in your schedule)
9. Loss or damage you incur by any tenant or subtenant of yours or by the family or servants of your tenant or subtenant stealing or misappropriating (taking dishonestly) your property
10. Any loss or damage you incur that arises directly or indirectly from not complying with the National Building Regulations (or any statute that replaces it, or provincial or local legislation or regulation that applies to building standards or maintenance)
11. Any loss or damage caused by storm, wind, water, hail or snow to your retaining walls and fences
12. Loss or damage due to impact damage to your building(s) when trees are being felled

Legal liability cover

The cover offered under Section 4: Personal Legal Liability is additional to Section 1: Buildings.

SECTION 2: HOUSE CONTENTS

Specific definitions for this section

- 1. Business equipment:** Any computers, laptops, software, printers, scanners, fax machines, photocopiers, typewriters, telecommunication equipment and furniture that you own or for which you are legally liable, and which is kept at the insured address stated in your schedule.
- 2. Contents:** The household goods and personal belongings, including television aerials, radio masts and satellite dishes (not being the landlord's fixtures and fittings) that you and your family members who live with you have inside your building(s) or outbuilding(s) [permanent structures not inter-leading into the private dwelling] at the address stated in your schedule.
- 3. Forcible and violent entry:** This describes a person's use of force (which might be minimal) to enter your property. It makes the person's attempt to enter more obvious (e.g. broken window or door). If one takes into account all the circumstances, the action can be considered as violent. Violence or threats of violence to persons to gain entry are regarded as forcible and violent entry.
- 4. Jewellery:** This includes items which people wear or use to decorate themselves or their clothes and includes watches. They are made of gold, silver, platinum or other precious metals and set with precious or semi-precious stones.
- 5. Money:** Your personal money including your cash, Kruger Rands, collectable coins, cheques, traveller's cheques, postal orders, money orders, travel and other tickets, gift vouchers, bills of exchange, promissory notes and current postage stamps.
- 6. Outdoor and garden items:** Items that are meant to be left or used outdoors, including garden furniture, patio furniture, flower containers and urns, children's play equipment, garden statues and ornaments, equipment for keeping your garden in good order, lawnmowers with motors and garden equipment driven by power (electricity or fuel).
- 7. Unoccupied:** At the time of the loss of or damage to house contents, the home, although furnished, had not been lived in for more than **60 consecutive days**, or, if not sufficiently furnished for normal living purposes, for more than **30 consecutive days**.

SECTION 2: HOUSE CONTENTS

What the insurer offers

A. YOUR COVER

The insurer may decide whether to replace, restore or repair your house contents or pay you out, or any combination of these, up to the amount for which you are insured as stated in your schedule.

If you claim for loss of or damage to jewellery, furs, paintings, rugs and carpets, the insurer will cover your claim in **total up to one-third of the sum insured** for this section.

The insurer will cover you against loss or damage of your house contents from a cause listed below while the insured item is in the insured building(s).

Loss or damage caused by:

1. **Fire, lightning, explosion and/or earthquake**
2. **Bursting, leaking or overflowing of water equipment or pipes**
3. **Storm, flood, wind, water, hail or snow**
4. **Impact damage to your house contents by animals, vehicles and falling trees** (other than through felling)
5. **Aircraft or objects dropped from aircraft**
6. **Malicious or intentional damage**, except when building is lent, let or sublet to a tenant.
7. **Theft or attempted theft**, subject to forcible and violent entry/exit when unattended

A.1. Condition of Average

When you claim for loss of or damage to house contents, and the reasonable cost of replacing the building or the contents (including any demolition costs and professional fees for architectural or other necessary professional services) amounts to more than the insured amount as stated in your schedule, you will share in the loss in proportion to the amount by which your property is underinsured and you will be responsible for the underinsured portion of the loss. This is referred to as **average**, and applies to each item under each section separately. For example, if your property is insured for R500 000, but the reasonable cost of replacing the property is R715 000, the property is underinsured by 30%. If the property is damaged to the value of R10 000, the claims settlement amount would be reduced to 70% and you will be responsible for the remaining 30%.

You will pay a basic excess and/or any increased basic excess and/or compulsory excess as stated on your schedule every time you claim.

B. LIMITS THAT APPLY TO JEWELLERY

If you claim for loss of or damage to any jewellery the insurer will pay you out no more than **R20 000** for each item or pair, unless you give the insurer proof of ownership and specifications/value of the item or pair (i.e. original, copies of purchase invoice/receipts; payment or valuation certificates dated prior to the loss) which they may require to assess your claim.

You must keep your **unspecified all risk items** worth more than **R 25 000** each in a locked safe that is fixed to the building when you or any persons covered by this policy are not actually wearing or carrying the items. If you claim for loss or damage from theft or attempted theft of these **unspecified all risk items**, there must be forcible and violent entry into the building and into the locked safe that is fixed to the building.

If these **unspecified all risk items** are lost or stolen while they are not in a locked safe under the circumstances described above, any claim in respect of such item or pair will be limited to **R 25 000**.

C. CONTENTS IN STORAGE

The insurer will cover you against loss of or damage to your house contents that are stored in a commercial storage facility in the Republic of South Africa.

The following conditions apply to this cover:

- a. You must inform the insurer **in writing before** you place your contents in storage.
- b. The loss or damage must be caused directly by fire, explosion, smoke, storm, floodwater, theft, attempted theft, collision, impact, vandalism (deliberate destruction) or a malicious (intentional) action.
- c. Your contents are not insured against any of the above events with any other insurer.

SECTION 2: HOUSE CONTENTS

What the insurer offers

D. REMOVAL OF YOUR CONTENTS

The insurer will cover you for loss of or damage to your contents under this section of your policy while

- a. professional furniture removal contractors remove your contents during a permanent change of address,
- b. your contents are in transit to or from a furniture storage or a bank safe deposit, or
- c. your contents are in transit to or from the place of purchase or a place of repair to your insured address.

provided that

- i. fragile items such as glass or china have been packed by the same professional furniture removal contractors before they are removed,
- ii. you have taken reasonable steps to protect the contents and ensure that every item is given care and protection in line with its value, and
- iii. the contents are not insured in any other way

You will be responsible for an additional compulsory excess payment of **R 2 500**.

SECTION 2: HOUSE CONTENTS

Automatic extensions of cover

These extensions of cover are in addition to the cover detailed above. If you claim under more than one extension, the combined total that the insurer will pay out will not exceed 25% of the total amount for which you are insured. The basic excess that is stated in your schedule does not apply to claims under these extensions, but any increased basic excess or compulsory excess will apply first to every claim.

1. Accidental Damage

The insurer will cover you for electronic, electrical or mechanical breakdown, breakage or failures and accidental physical loss of or damage to your house contents, including loss or damage caused by power surge, up to the amount stated in your schedule.

2. Alternative accommodation/rent

If you are not insured for this elsewhere in this policy or in another policy, the insurer will pay the necessary and reasonable costs of other accommodation for you and your pets if, as a direct result of damage for which you are insured,

- people cannot live in the buildings, or
- a local or police authority will not allow you to enter your home as a direct result of damage to a neighbouring property.

The following conditions apply to the above cover:

- The maximum period for this cover to be in force is **6 months** or such time as is reasonably needed to replace, restore, repair or rebuild the buildings.
- The insurer will decide on the alternative accommodation by considering the rental that it would be reasonable to charge for a building of the same or similar value and location as the address stated in your schedule.

The insurer will also pay for the loss of actual rent that you would have received, provided that a valid lease agreement is presented to the insurer.

3. Business equipment

The insurer will cover you for loss of or damage to your business equipment that you keep in the building(s) stated in your schedule. The cover will be limited to the amount stated in your schedule.

The following conditions apply to this cover:

- If you claim for loss or damage that arises from theft or attempted theft, there must be forcible or violent entry into the buildings.
- The insured amount for your house contents as stated in your schedule must include the full value of your business equipment.
- Business stock is **not** covered.

4. Fatal injury and trauma counselling

The insurer will pay you the following:

- R50 000** if you are fatally injured (i.e. you die) as a result of either a fire or an attack by violent intruders at the address stated in your schedule.
- R5 000** for the costs of trauma counselling that is required as a consequence of a fire or violent intrusion at the address stated in your schedule.

Death or trauma counselling must occur within **12 months** of the event.

5. Fire extinguishing charges

The insurer will cover you for the cost of extinguishing a fire if you have a fire in your building(s), or for preventing imminent fire damage to the buildings, provided that these costs are reasonable.

6. Foodstuffs

The insurer will cover you up to the amount stated in your schedule for loss of or damage to your groceries under this section of your policy only while your groceries are in transit from the place of purchase to your insured address provided that proof of purchase can be presented to the insurer.

7. Guests' and domestic employees' personal belongings

The insurer will cover you for the loss of or damage to the house contents and personal belongings of guests who visit and / or domestic employees who reside at the address stated in your schedule. This cover will be limited to the amount stated in your schedule.

The following conditions apply to this cover:

- The house contents and personal belongings of the guests or domestic employees are not insured in any other way.
- The loss of or damage to these contents and personal belongings occurs at the address stated in your schedule.

8. Hole-in-one and full-house

- The insurer will pay you **R10 000** if you score a hole-in-one on any recognised golf course in the world during a game played according to the official rules of golf.
- The insurer will pay you **R5 000** for your first lawn bowls full-house in an official singles competition or league match,

provided that the secretary of the golf or lawn bowls club has confirmed your achievement **in writing** to the insurer.

SECTION 2: HOUSE CONTENTS

Automatic extensions of cover

9. Hiring of security guards/watchmen

The insurer will cover you against the costs you reasonably incur for employing watchmen after you have experienced a **loss for which you are insured** and for which you can claim.

In an **emergency**, you may agree to a hiring fee up to the amount stated in your schedule, without first obtaining permission from the insurer.

10. Laundry

The insurer will cover you up to the insured amount stated in your schedule for the loss of or damage to your laundry on a washing line at the insured address.

11. Metered water leakage

The insurer will cover you for extra metered water charges for which you are legally liable owing to leaks, breaks or bursts in the water mains system. This cover is in line with the amount stated in your schedule.

- a. If the quarterly reading of the water you use is 50% or more above the average of the previous four quarterly readings, the insurer will cover you for the cost of the additional water used.
- b. The insurer will not be responsible for more than **two separate** incidents in a period of **12 months**.
- c. If you discover a leak (either from physical evidence or by receiving an abnormally high water account), you must take immediate steps to repair the affected pipe(s).
- d. This extension does not cover the cost of fixing the problem, including repairs to the affected pipe(s).

12. Money

The insurer will cover you for loss of or damage to money kept in a fixed safe installed in the insured building as stated in your schedule, subject to forcible and violent entry into the building and into a locked safe that is fixed to the building.

13. Outdoor and garden items

The insurer will cover you for loss of or damage to outdoor and garden items while these are in the garden of the insured address. This cover is limited to the insured amount stated in your schedule.

14. Replacing locks and keys

The insurer will cover you for costs you may reasonably and necessarily incur in replacing lost or damaged keys (including cardkeys and remote control devices) for your home, safe(s) or security alarms.

15. Restoring data on computers

The insurer will cover you against the loss of or damage to data or records stored on your personal or business computer which is kept at the insured address stated in your schedule. The cover will be the reasonable and fair cost of restoring the lost data onto the computer, and limited to the amount stated in your schedule.

16. Restoring documents

The insurer will cover you for the reasonable professional fees to replace lost or damaged legal and financial documents, provided that these are lost or damaged at the insured address stated in your schedule or while in safekeeping with your attorney or bank. The cover will be limited to the amount stated in your schedule.

17. Swimming pool, borehole and other motors

The insurer will cover you for loss of or damage up to the amount stated in your schedule to the motors and machinery of saunas, spas, swimming pools, garage doors, security systems, electronic gates and domestic boreholes which are installed at the insured address stated in your schedule.

The loss or damage must result from

- a. accidental external causes, or
- b. electrical or mechanical breakdown.

The insurer will **not** be responsible for

- i. loss or damage caused by wear and tear, gradual deterioration or rust
- ii. damage that is insured elsewhere in this or another policy
- iii. any peril not listed in this extension.

18. Spoiling of food and drink

The insurer will cover you for food and drink in refrigerators and freezers at the address stated in your schedule that spoils (goes rotten) provided that this is caused by

- a. the refrigerator or freezer failing
- b. refrigerator or freezer being damaged accidentally, or
- c. the power supply failing accidentally or through scheduled power cuts.

19. Veterinary expenses

The insurer will cover you for the cost of using a veterinary surgeon (animal doctor) if your pet is injured in a motor vehicle accident on a public road. This cover is limited to the amount stated in your schedule.

SECTION 2: HOUSE CONTENTS

Optional extensions of cover

These extensions of cover are optional and will be stated in your schedule if you choose to include them. An additional premium will apply to these extensions.

1. Accidental damage top-up

The insurer will cover you for electronic, electrical or mechanical breakdown, breakage or failures and accidental physical loss of or damage to your house contents, including loss or damage caused by power surge, up to the amount stated in your schedule.

Specific exclusions for this section

The insurer will **not** cover the following:

1. The excess stated in your schedule
2. The first **R5 000** of a claim for any loss or damage that arises from theft or attempted theft, or malicious (intentional) damage to your house contents, or from water escaping or leaking when the building is **unoccupied**
3. Loss or damage caused by the tenant of the insured building(s) or outbuilding(s) [permanent structures not inter-leading into the private dwelling]
4. Any loss or damage that arises from theft or attempted theft from building(s) when unattended, **unless** there are signs of forcible and violent entry/exit
5. Loss, damage or breakdown which is or would, in the absence of this contract of insurance, have been insured by a guarantee, service contract, purchase contract or other purchase agreement
6. Loss or damage that arises from or is aggravated directly or indirectly by changes to the structure of the building (including demolishing it) or any building works including extending, altering, renovating, constructing, cleaning, restoring, maintaining or repairing the building(s)
7. Damage caused by or as a result of
 - a. inherent fault, faulty design, poor workmanship, use of faulty material, misuse of the building or your deliberate actions
 - b. altering, cleaning, renovating, repairing, restoring, reframing or similar processes applied to your house contents
 - c. rot, rising damp, a rising water table, fungus, mould, mildew, infestation by vermin, insects or any other pests
 - d. weeds or roots
 - e. chewing, scratching, tearing and fouling by domestic pets
 - f. chipping, denting, scratching, spoiling or discolouring, or
 - g. settlement, shrinking, warping, corrosion, wear and tear, or other gradual processes including rust, oxidation, and smudging
8. Loss of or damage to any motorised wheelchair, golf trolley, golf buggy, motorised scooter or sit-in toy or miniature vehicle that is used where any road traffic legislation applies
9. Loss or damage caused by theft or misappropriation (dishonest taking of goods) while you hired out, loaned or sublet the buildings, **unless** there is forcible and violent entry into the buildings
10. Loss of or damage to firearms or guns from buildings that are unattended, **unless** the firearms or guns were stored in a locked gun safe which was accessed through forcible or violent means
11. Loss of or damage to contents that you have insured more specifically
12. Loss of or damage to stamps, coins or collectable items caused by
 - a. fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness or extreme temperature
 - b. handling or being worked on
 - c. repairing, restoring or retouching
 - d. the item(s) being used as something other than a collectable, or
 - e. the disappearance of an individual stamp, coin or other collectable item that is insured as part of a collection, **unless** it is mounted in a volume and the page is also lost

Legal liability cover

The cover offered under Section 4: Personal Legal Liability is additional to Section 2: House Contents.

SECTION 3: ALL RISK

The cover is valid and in force only if the contents are covered in terms of Section 2: House Contents.
Specific definitions for this section

1. **Personal belongings:** Property that you own and which you normally wear or carry including jewellery, clothing, equipment for sports and hobbies removed from the insured address.
2. **Unspecified all risk items:** Personal belongings excluding the items defined as **specified all risk items** (below).
3. **Specified all risk items:** Items which are individually specified in your schedule and include the following:
 - a. Any personal belongings with a value in excess of 25% of the sum insured as stated in your schedule
 - b. Items used for business or professional purposes
 - c. Mobile communication equipment, cellular phones, laptops/notebooks/palmtops/portable computers
 - d. DVDs or compact discs, MP3 players, iPods, portable playstations and portable GPS navigation systems
 - e. Hearing aids
 - f. Firearms and guns
 - g. Stamp and coin collections
 - h. Camping equipment
 - i. Caravan contents
 - j. Pedal cycles
 - k. Car radios and sound equipment other than standard fitted
 - l. Non-motorised wheelchairs
 - m. Parachutes, paragliders and hang-gliders
 - n. Items kept in a bank vault

SECTION 3: ALL RISKS

What the insurer offers

A. YOUR COVER

The insurer will cover you against loss of or damage to items you normally carry with you defined as **specified all risk items** or **unspecified all risks items**.

The cover for loss of or damage to **specified all risk items** shall only be covered by the insurer if the item is stated on your schedule and the required premium has been paid.

The cover for loss or damage to any one **unspecified all risk item** is covered up to 25% of the sum insured as stated in your schedule.

The insurer may decide to repair or replace the item(s) or pay you out for your loss or damage. The amount they will pay will be the lowest of the current cost of replacing the item(s) or the amount stated in your schedule.

If the insurer replaces an item, they are only required to supply an item of similar quality and value and not an exact duplicate of the item. Where the insurer repairs an item, they are only required to make reasonable repairs to restore the item to a similar condition.

You will pay a basic excess and/or any increased basic excess and/or compulsory excess as stated on your schedule every time you claim.

B. LIMITS THAT APPLY TO JEWELLERY

If you claim for loss of or damage to **any** jewellery, the insurer will pay you out no more than **R20 000** for each item or pair, unless you give the insurer proof of ownership and specifications/value of the item or pair (i.e. original, copies of purchase invoice/receipts; payment or valuation certificates dated prior to the loss) which they may require to assess your claim.

You must keep your **unspecified all risk items** worth more than **R 25 000** each in a locked safe that is fixed to the building when you or any persons covered by this policy are not actually wearing or carrying the items. If you claim for loss or damage from theft or attempted theft of these **unspecified all risk items**, there must be forcible and violent entry into the building and into the locked safe that is fixed to the building.

If these **unspecified all risk items** are lost or stolen while they are not in a locked safe under the circumstances described above, any claim in respect of such item or pair will be limited to **R 25 000**.

C. ITEMS IN PAIRS AND SETS

If you lose or damage an item that is part of a pair or set, the insurer will decide whether to cover you by

- i. restoring, repairing or replacing the lost or damaged item, or
- ii. paying you out a portion of the value in line with the total value of the pair or set.

D. PROVING OWNERSHIP AND VALUE

When you lose or damage an item, the insurer may ask you to prove that you own the item and to prove its value by giving them originals, copies of your purchase receipts, payment or valuation certificates.

E. ITEMS KEPT IN A BANK VAULT

The insurer will cover an item up to the full sum insured as stated in the schedule while it is in a bank vault. This extension applies only while the item is in a safe deposit at a registered bank.

F. REINSTATEMENT OF SPECIFIED ITEMS AFTER A CLAIM

If you suffer a complete loss of any item that is covered in your schedule and claim for it, the lost or damaged item will be deleted from your schedule. It is then your responsibility to submit a request to the insurer for cover for any new item which replaces the deleted item.

G. TERRITORIAL LIMITS OF COVER

This cover is worldwide.

SECTION 3: ALL RISKS

Specific exclusions for this section

The insurer will **not** cover the following:

1. The excess(es) as stated in your schedule
2. Loss of **unspecified all risk items** from an unoccupied vehicle, unless the items are
 - a. concealed and out of sight in a boot or compartment that forms part of a locked vehicle, **and**
 - b. there is forcible and violent entry to the vehicle.

If your vehicle does not have a boot or compartment that is part of the locked vehicle, you will be asked to pay an additional excess of **R1 000**.

Where there is no signs of forcible and violent entry to the vehicle, the cover for **unspecified all risk items** stolen will be limited to **R 5 000**.

If the insured can prove that access to the vehicle is due to car jamming by way of video footage, the items will be settled [paid put] in full. Any other requirement with regards to this exclusion remains unchanged
3. Loss or damage to items defined as **specified all risk items** which are not stated in your schedule
4. Loss of or damage to money, credit and cash cards or other negotiable instruments (used in financial trading)
5. Loss or damage caused by wear and tear, depreciation (loss of value), inherent defect, or gradual deterioration
6. Loss or damage caused by moths, vermin, insects, mould or mildew
7. Chewing, scratching, tearing and fouling by domestic pets
8. Chipping, denting, scratching, spoiling or discolouring
9. Loss, damage or deterioration of an item caused by any process of cleaning, dyeing, repairing, restoring or renovating
10. Mechanical or electrical breakdown where there is no other damage
11. The cost of reproducing sound, data and images on tapes, records, compact discs, films or magnetic media or any other electronic media
12. The theft from your caravan and/or side-tent or trailer while the caravan and/or side-tent or trailer is unoccupied, unless there is signs of forcible and violent entry
13. Loss of or damage to a firearm or gun caused by it being rusted or bursting, or by breakdown
14. Loss of or damage to a firearm or gun when it is not in a locked gun safe or you are not carrying it at the time of the loss or damage
15. Loss of or damage to items that are more specifically insured
16. Loss of or damage to stamps, coins or collectable items caused by
 - a. fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness or extreme temperatures
 - b. handling or being worked on
 - c. repairing, restoring or retouching
 - d. the item(s) being used as something other than a collectable, or
 - e. the disappearance of an individual stamp, coin or other collectable item that is insured as part of a collection, unless it is mounted in a volume and the page is also lost

Liability cover

The cover offered under Section 4: Personal Legal Liability is additional to Section 3: All Risks.

SECTION 4: PERSONAL LEGAL LIABILITY

Cover offered under this section applies to you only if you hold cover under Section 1: Buildings; and/or Section 2: House Contents and/or Section 3: All Risks in terms of your policy.

Specific definitions for this section

Insured event: Accidental death, bodily injury, disease, sickness, illness, mental injury, mental anguish and shock of any person or loss of or damage to the tangible property of any person, which occurs during the period of insurance and for which you are legally liable to pay.

What the insurer offers

A. YOUR COVER

The insurer will cover you in respect of claims up to the amount as stated in your schedule for any loss or losses arising out of any one insured event, including costs and expenses you incur in the defence of any action brought against you for an insured event for which you become legally liable, provided that the insurer agrees in writing before you incur such costs or expenses.

B. TERRITORIAL LIMITS

This section of the policy applies to an insured event that occurs anywhere in the world.

Automatic extensions of cover

1. Tenants

If you become legally liable as the tenant and not as the owner for damage to the building of a private residence and its domestic outbuildings [permanent structures not inter-leading into the private dwelling] (including fixtures and fittings) occupied by you as the tenant or by members of your household, the insurer will cover you up to the amount as stated in your schedule for an insured event.

2. Wrongful arrest

If you become legally liable to pay for damages resulting from the wrongful arrest or alleged wrongful arrest which arises out of your activities as a member of a neighbourhood watch or a block watch group or a similar voluntary non-profit organisation, the insurer will cover you up to the amount as stated in your schedule for an insured event, including legal costs and expenses.

3. Liability to domestic employees

The insurer will cover you for legal liability up to the amount as stated in your schedule where you become liable due to the death of or bodily injury to your domestic employee which arises from and in the course of his/her service during the period of insurance. This includes the legal costs and expenses which the domestic employee can recover in respect of a valid claim under this extension and which you may incur with the insurer's written consent. Exclusion 2 below does not apply to domestic employees.

This clause will **not** apply if the loss is covered by any compulsory statutory insurance.

4. Security companies/ Garden services

The insurer will cover you for legal liability assumed in terms of a written contract entered into with an entity providing security, armed response services or garden services, in respect of the address insured under Section 1: Buildings or Section 2: House Contents up to the amount stated in your schedule. Section 4: Specific Exclusion 6 and General Exclusions of Your Policy 1 do not apply to this extension.

Additional **exclusion** for this Extension:

- i. The insurer will not cover you for legal liabilities relating to or arising from or in any way associated with the ownership, possession, use or handling of any firearm including air guns.

5. Business premises liability

The insurer will cover you for legal liability up to the amount as stated in your schedule where you become legally liable due to an insured event that occurs at the address(es) insured under Section 1: Buildings or Section 2: House Contents, which are occupied as office/s and whilst conducting Business. This cover will not apply if the insured event is covered by another insurance policy and General Condition 7 will not apply.

Additional **exclusions** for this extension:

The insurer will **not** cover you for legal liabilities relating to, arising from or is in any way associated with:

- i. any person employed by the insured under a contract of service or apprenticeship and arising from and in the course of such employment by the insured,

SECTION 4: PERSONAL LEGAL LIABILITY

- ii. damage to that part of any property / item on which the insured is or has been working if such damage results directly from work which is conducted in terms of the insured's Business,
- iii. any advice, treatment or service of a professional nature given or administered, by or at the direction of the insured,
- iv. goods or products (including containers and labels) sold or supplied, other than food and drink supplied incidentally and consumed at insured address, and
- v. any injury or damage occurring after the completion and handing over of any work which is conducted in terms of the insured's Business and caused by, through or in connection with any defect or error in or omission from such work

Specific exclusions for this section, exclusion 4 will **not** apply to this extension.

6. Trustees & Members liability

Specific definitions for this extension

1. **Claim:** each separate act, error or omission contained in a written demand received by you or contained in any legal or arbitration proceedings served on you claiming compensation against you.
2. **Loss:** means award of compensatory damages made by a competent court or tribunal including third party costs or any settlement incurred with the insurer's prior written consent.

Loss does **not** include:

- a. director or employee remuneration, benefits, stock or share options or severance payments;
 - b. taxes, fines or civil, regulatory or criminal penalties;
 - c. punitive, aggravated or exemplary damages;
 - d. any amount for which you are not financially liable or which are without legal recourse to you ; or
 - e. any matter which may be deemed uninsurable under the laws governing your policy.
3. **Wrongful Act:** an act or alleged act, error, omission, misstatement, misleading statement, negligent act, negligent error, negligent omission or negligent breach of duty committed by you whilst acting in the capacity of the specific positions stated in this extension.

Your Cover for this extension

The insurer will cover you for any Loss including defence costs and expenses incurred by you or on your behalf with our prior written consent, up to the amount stated in your schedule, if you become legally obligated to pay as a result of a Claim occurring and first made during the policy period of insurance, against you for an insured event or a wrongful act committed by you, whilst acting in your personal capacity as a trustee, governor, member, director or officer of a formally and legally registered:

- a. non-profit organisation,
- b. charity,
- c. body corporate,
- d. home owners association,
- e. educational (schools and tertiary) institution.

You are not being remunerated in any way for holding such position, and the appointment of such position has been made formally with written authority.

This cover will **not** apply if the insured event or wrongful act is covered by another insurance policy.

Limit of Liability for this extension

The limit of liability stated in the schedule is the aggregate limit of our liability for all Loss, including defence costs, under the policy as a result of all Claims first made against you during an annual period meaning 12 consecutive months from the inception date of the policy. The payment of defence costs shall reduce, and may exhaust the limit of liability as stated in your schedule.

Additional exclusions for this extension:

The insurer will **not** cover you for legal liabilities relating to or arising from or in any way associated with

1. Any circumstances known to you at the inception date of this policy which could reasonably have been foreseen to give rise to a Claim against you.
2. Any circumstances occurring or alleged to have occurred prior to the inception date of your policy.
3. You gaining any personal profit, advantage, remuneration or reward to which you are not legally entitled to.
4. Claims made against you by your family or extended family or nominees
5. The giving of professional advice or service whether or **not** for remuneration or any act, error or omission relating thereto.

Specific Exclusion for this Section, exclusion 4 will **not** apply to this extension.

SECTION 4: PERSONAL LEGAL LIABILITY

7. Identity Theft

Specific definitions for this extension

- a. **You** and **your**: These words refer to you, the person(s) named in your schedule, and your legal spouse or dependent children under the age of 21 who permanently reside with you.
- b. **ATM**: Automatic teller machine
- c. **Business**: Your employment, trade, profession or occupation
- d. **Payment card**: An ATM card, credit card, or debit card issued by a registered financial institution or qualified retail shop
- e. **Identity theft**: The unauthorised and/or illegal use of your personal information such as your name or identity number to obtain a loan or open credit accounts
- f. **Relative**: Someone who is related to you, including but not limited to spouses, siblings, children and parents
- g. **Suit**: A civil proceeding seeking monetary damages as a result of identity theft, or a criminal proceeding in which you are charged with illegal acts committed by any person other than you while they were using your identity
- h. **Extended claim period**: The 12-months following the end of the period of insurance or such other time that the insurer may agree to in writing

What the insurer offers

Your cover for this extension

The insurer will cover you up to the amounts as stated in your schedule for identity theft which takes place anywhere in the Republic of South Africa during the period of insurance provided that **30 days** have passed from the start date of your policy.

1. Reasonable legal expenses that you incur as a direct result of identity theft in:
 - a. defending any suit brought against you by a creditor or collection agency or someone acting on their behalf,
 - b. removing any civil or criminal judgment wrongfully entered against you, and
 - c. challenging the accuracy or completeness of any information in your consumer credit report, provided this information is inaccurate and falsely provided to the credit agency or financial institution.

2. Income you lose solely because of the time taken from your profession to resolve any identity theft except if you are self-employed. This does not include compensation for vacation days (leave) or sick days (sick leave), but covers whole or partial unpaid workdays taken to resolve the identity theft, provided that these unpaid workdays are taken during the period of insurance or within **12 months** of your policy's expiry date.
3. Your actual loss owing to your legal obligation to pay a creditor if, as part of your identity theft, any payment cards, bank accounts, and other credit accounts were opened in your name without your authorisation.
4. Miscellaneous expenses
 - a. costs you incur for refiling applications for loans or other credit or debit accounts that are rejected solely because the lender received incorrect information,
 - b. costs for notarising documents related to your identity theft, long-distance telephone calls, and certified mail reasonably incurred as a result of your efforts to report an identity theft or to correct your financial and credit records that have been altered,
 - c. costs you incur to contest (debate) the accuracy or completeness of any information contained in your credit history, and
 - d. costs you incur for a maximum of 4 credit reports from an entity approved by the insurer. The credit reports will be requested during the policy period or the extended claim period. The first credit report may not be requested until after the discovery of the identity theft.

Specific conditions for this extension

You must comply strictly with these conditions. If you do not, the insurer may refuse to cover your claim and/or reclaim any benefit already paid to you and will be entitled to cancel your policy.

1. The account must have been opened in your name without your authorisation.
2. You must notify your local law enforcement agencies and file a police report within **24 hours** of discovering the theft.
3. Any false charge or withdrawal must be verified by your financial institution. Cover for false charges is limited to the amount for which you are held liable by the financial institution subject to the amount stated in your schedule.
4. The insurer will be allowed to inspect your books and financial records.

SECTION 4: PERSONAL LEGAL LIABILITY

5. You will cooperate with the insurer and help them to enforce any legal rights you or they may have in relation to your identity theft including your attendance at depositions, hearings and trials, and giving evidence as necessary to resolve your identity theft.
6. You must
 - a. notify your bank(s), payment card company(ies), financial institution(s) and other account holders of the identity theft **within 24 hours** of discovering the identity theft.
 - b. if you make a claim for lost wages, submit proof from your employer that you took unpaid days off, and you must have this information recorded. You must also provide proof that it was necessary to take time off work.
 - c. send the insurer copies of any demands, notices, summonses, complaints, or legal papers received in connection with a covered loss.
 - d. take all reasonable and prudent action to prevent further damage to your identity.

Additional exclusions for this extension

The insurer will **not** cover the following:

1. any claim under R250
2. any expenses or loss as a result of
 - a. any dishonest, criminal, malicious or fraudulent acts committed by you or a relative, or that you or a relative had knowledge of or planned, or if you withhold information or conceal material facts related to your policy or to your identity theft
 - b. losses that result from business pursuits
 - c. fraudulent payment card charges and bank transfer charges if they are not related to your identity theft
 - d. any physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death
 - e. identity theft that occurred or commenced before the start of your policy period
 - f. the reimbursement of fees for stolen payment cards if you have not complied with all terms and conditions under which the cards were issued
 - g. monetary losses other than the out-of-pocket expenses related to resolving the identity theft as contemplated by your policy including fraudulent payment card charges.

SECTION 4: PERSONAL LEGAL LIABILITY

Specific exclusions for this section

The insurer will **not** cover you for legal liability relating to, or arising from or in any way associated with

1. loss of or damage to property belonging to you, family members permanently residing with you or your domestic employees, or any employee or in your possession or under your control
2. any family member permanently residing with you or financially dependent on you or any person acting in the course of his/her employment with you at the time of the accident
3. your directors, members, trustees or beneficiaries, or their family members permanently residing with them if you are a company, close corporation or trust
4. any employment, trade, apprenticeship, business, profession
5. the use of or interference with support to land, buildings or any other property
6. your having entered a contract or agreement, unless such liability would in any event have ensued without entering into such contract
7. wilful, dishonest, fraudulent, criminal or malicious acts or damage
8. damages awarded against you in any judgment or cost and expenses of litigation recovered by any claimant who institutes action in a court outside of the Republic of South Africa, except a judgment confirmed or cost and expenses of litigation recovered by any claimant in a court of the Republic of South Africa
9. costs and expenses incurred after you or the claimant has accepted an offer by the insurer to settle the claim in full, or for a lower amount than the insurer believes the claim can be settled for, or the maximum amount for which the insurer is legally liable
10. any penalties or fines, or any criminal offences or criminal judgment against you
11. the unlawful ownership, possession, use or handling of any unlicensed firearm including air guns
12. loss or damage attributable to animals, other than domesticated animals, including horses, owned by you or in your possession or control
13. any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or any mutations, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind
14. passing on an infectious or other disease
15. seepage, pollution or contamination; the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances, unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected accidental event
16. the ownership, possession, use or handling of any motor vehicle, caravan, trailer (other than unattached trailers), aircraft or watercraft (other than model aircraft, surfboards or paddle skis) owned by or in the custody or control of you or your domestic staff
17. loss or damage covered by any other insurance policy
18. loss or damage which forms the subject of any compulsory statutory insurance.

SECTION 5: MOTOR

The cover is valid and in force only if the contents are covered in terms of Section 2: House Contents.

Specific conditions for this section

You must comply strictly with these conditions. If you do not, the insurer may refuse to cover your claim and/or reclaim any benefit already paid to you and will be entitled to cancel your policy.

1. You must take all reasonable steps to protect the vehicle from loss or damage.
2. You must keep the vehicle in good running order and a roadworthy condition.
3. If the vehicle or any part of it does not comply with or in any way meet any of the required conditions for roadworthiness as set out in the Road Traffic Act (or any law that replaces it, or any provincial or local laws which apply to the vehicle), then all benefits (payouts) from any claim you may make under this policy will fall away and the insurer will have no legal liability to you or any other party in respect of any claim under this section of your policy.
4. The insurer must be able to examine the vehicle at any reasonable time.
5. If your schedule states that the vehicle has a tracking device or other security device, then the insurer will not cover you for any claim relating to theft or hijacking of the vehicle if the device is not in full working order at the time that the loss occurs.

SECTION 5: MOTOR

What the insurer offers

A. YOUR COVER

If the vehicle or any part of it is lost or damaged, the insurer may decide either to pay to repair or replace it, or pay you an amount equal to the loss or damage. If you bought your vehicle on a hire purchase or similar agreement, then the insurer will pay the owner of the vehicle in terms of the agreement, and once the owner has been paid, you have no further claims against the insurer.

The maximum amount that the insurer will pay for loss of or damage to the vehicle will be the lowest of the amounts

- stated in your schedule, or
- the reasonable retail value

at the time of the loss.

If, after an insured loss or damage has occurred,

- a part, accessory or fitment needed to repair the vehicle is not available, and
- the repairers have made every reasonable attempt to obtain the necessary part for at least **60 days** from the date you made the claim

the insurer will pay you an amount equal to the value of the part at the time of loss or damage.

If the vehicle is a code 3 (three) registered vehicle, the settlement amount will be determined as per the retail value in the **TransUnion Mead and McGrouther Dealers Guide** less 30 % in the event of a total loss.

If the vehicle is damaged outside the vehicle manufacturer warranty period, all attempts will be made to put you back in the same position as you were before the damage occurred. The insurer alone may decide whether new, used or alternative parts will be used for the repair of the vehicle. These parts will be used only on non-critical safety components.

The following cover types are available under this section:

- Comprehensive motor
- Comprehensive motor, excluding theft and hijacking
- Third party, fire and theft only
- Third party only
- Laid-up cover.

The cover type you have chosen is stated in your schedule.

The insurer **will** cover you

- only if the insured event occurs in the Republic of South Africa, Namibia, Mozambique, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi, Tanzania, Zambia, Kenya, Angola and Uganda (**territorial limits**)
- for loss of or damage to the vehicle while it is being transported by road, sea, air or between ports or places in the countries in which the cover under your policy is valid, including during loading or unloading.

The insurer will **not** cover you

- where the insured event that gives rise to a claim occurs outside the Republic of South Africa, if your vehicle has been outside the Republic of South Africa for longer than a continuous period of **30 days**; or
- for loss or damage which occurs outside of the Republic of South Africa, if you have used the insured vehicle outside of Republic of South Africa for more than a total of **90 days** during any period of insurance.

You will pay a basic excess and/or any increased basic excess and/or compulsory excess as stated on your schedule every time you claim.

B. NEW VEHICLES

If, within one year of the vehicle first being registered as a new vehicle or of it first being used, whichever comes first, it is

- a. stolen or hijacked and not recovered or returned to you within a reasonable period, or
- b. damaged and the cost of the repairs is more than 70% of the reasonable retail value, including tax at the date of the damage occurring,

then the insurer will either

- i. replace the vehicle with a new one of the same or similar make and model, or
- ii. pay the cost of purchasing a new vehicle of the same or similar make and model up to the reasonable retail value of the vehicle at the date of loss.

If the vehicle is lost or damaged more than one year from it first being registered as a new vehicle or from it first being used, whichever comes first, the maximum amount the insurer will pay you will be the reasonable retail value of the vehicle at the time of loss or the amount stated in your schedule, whichever is the lowest.

SECTION 5: MOTOR

Automatic extensions of cover

These extensions of cover are automatically part of the comprehensive motor cover option and the comprehensive motor excluding theft or hijacking cover option.

1. Authorising emergency repairs

If your claim is valid under this section, the insurer will cover you for emergency repairs up to the amount stated in your schedule to enable you to continue your journey.

You may give permission for these repairs to be done without first obtaining permission from the insurer, provided that you send a full, itemised invoice to the insurer.

2. Delivery after repairs

The insurer will cover you for the reasonable costs of having the vehicle delivered to the address stated in your schedule once the repairs agreed to have been completed.

3. Difference in excess for a hired vehicle

If the vehicle is the subject of a valid claim which is pending under your policy and you have rented a substitute vehicle while the vehicle is being repaired or replaced, and the rented vehicle is stolen or damaged while you are using it, the insurer will cover you for the difference in excess, if the excess for the hired vehicle is higher than the excess payable in respect of the vehicle under this section.

This cover will apply only if you have taken up the insurance offered by the car hire company that the insurer appoints and is subject to the amount stated in your schedule.

4. Fire extinguishing charges

The insurer will pay the reasonable costs of extinguishing or fighting a fire, provided that

- a. the costs are not more than the amount as stated in your schedule,
- b. you are legally liable for these costs, and
- c. the insured vehicle was on fire or was in imminent danger of being damaged by fire.

5. Four x Four

The extensions listed below apply only to 4x4, 2x4 (with differential lock) or all-terrain vehicles (other than motorcycles or quad bikes) which are stated in your schedule and which are insured for comprehensive motor cover.

Return of vehicle to South Africa

- a. If your claim is valid under this section, the insurer will cover you for emergency repairs up to the amount as stated in your schedule to enable you to continue your journey. You may give permission for these repairs to be done without first obtaining permission from the insurer, provided that you send a full, itemised invoice to the insurer.

- b. If it is uneconomical to repair the insured vehicle and you do not return it to the Republic of South Africa, you will have to prove in a manner acceptable to the insurer that it is not economical to repair the insured vehicle before the insurer will accept your claim.

The insurer will calculate the value of the wreckage at 20% of the amount for which the vehicle is insured as stated in your schedule.

The insurer will first subtract this amount from any benefit that is due to you under the policy and the reduced amount will be paid to you. You will have no further claim against the insurer.

Winching equipment

The insurer will cover you for damage to the vehicle due to the sudden and unexpected mechanical or electrical breakdown, failure or breakage of the winching equipment up to the amount as stated in your schedule.

This cover excludes breakdown and failure or breakage in the following circumstances:

- a. Where it is linked to faulty design, faulty parts or faulty repair, or to operating the winching equipment beyond the levels recommended by the manufacturer or supplier
- b. Because of wear and tear or gradual deterioration of the equipment's parts or components, or cables or coupling devices that deteriorate with use

6. Locks and keys

The insurer will cover you for the cost of replacing locks and keys, including cardkeys and remote controls, and, if necessary, the reprogramming of any coded security system of the vehicle up to the amount stated in your schedule as a result of

- a. damage to locks and keys
- b. the theft or disappearance of keys or remote controls, or
- c. the reasonable belief that an unauthorised person may have a duplicate key, cardkey or remote control.

7. Medical expenses, trauma treatment and injury causing death

- a. Medical expenses following a motor accident
 - The insurer will cover you for medical expenses you may have to pay for as a direct result of a motor accident that results in bodily injury to anyone travelling in the vehicle. The cover is limited to the amount stated in your schedule.

SECTION 5: MOTOR

Automatic extensions of cover

- At the time of the accident/injury, the passenger must be seated in the vehicle's enclosed passenger compartment.
- The insurer will not be legally liable for any medical expenses which can be recovered from any other private or statutory insurance fund or facility.

b. Expenses following hijacking or attempted hijacking

- The insurer will cover you for medical expenses you may have to pay for as a result of you, the driver or any passenger travelling in the vehicle requiring professional counselling following a hijacking or attempted hijacking, or requiring medical attention or suffering bodily injury, death or trauma. The cover is limited to the amount stated in your schedule.
- The insurer will not be legally liable for any medical expenses which can be recovered from any other private or statutory insurance fund or facility.
- The insurer will cover funeral costs up to the amount stated in your schedule due to hijacking of the vehicle.

8. Repatriation costs

If the vehicle is accidentally damaged in the countries where you are covered for the insured vehicle and you have a valid claim under your policy, the insurer will pay up to the amount stated in the schedule for the cost of returning the insured vehicle to the Republic of South Africa.

9. Reward for information

The insurer has sole discretion in deciding to pay a reward of up to the amount as stated in your schedule to any person or organisation (but excluding you or the police) for information that helps the police arrest and convict any person who committed a crime which resulted in loss or damage for which you are insured and can claim.

10. Tow-in costs and vehicle protection

If you have a valid claim for the vehicle under your policy, the insurer will pay up to the amount stated in your schedule to recover and safeguard the vehicle and move it to a place of safety as determined by the insurer.

You will be responsible for the towing and storage costs exceeding the amount stated in your schedule, if you do not call the towline and use the approved towing operators.

11. Tracking device

If you have a tracking system in good working order in your vehicle and the vehicle is damaged and cannot be repaired or stolen and not recovered, the insurer will pay you for the

actual cost of an approved vehicle tracking company installing a tracking system in your replacement vehicle, provided that

- the cost of the tracking device including installation is not more than the amount as stated in your schedule, and
- the insurer gives their permission for the installation.

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

The insurer will cover the loss of or damage to a vehicle you have purchased for the first **72 hours** after you have taken possession of the vehicle, provided that the following conditions exist:

- a. You purchase the vehicle from a registered motor dealer.
- b. The seller has no insurance that covers the vehicle.
- c. You have at least one vehicle insured for comprehensive cover under your policy.
- d. You must add the new vehicle to your existing comprehensive cover policy before the insurer will accept the claim.
- e. The cover will be limited to loss or damage caused while the vehicle is in the care of or being used by you, your spouse or any other insured drivers as stated in your schedule.

If you claim and the insurer decides that it is uneconomical to repair the vehicle, the payment the insurer will make to you will not be more than the lower of

- the reasonable retail value of the vehicle at the time of loss,
- the amount for which you insured the vehicle as stated in your schedule, or
- the cost of replacing the vehicle with one of the same or similar make and model.

Cover is limited to the amount stated in your schedule.

13. Window glass

You are covered for damage to or loss of any permanent window glass fitted to the vehicle.

If the glass is repaired and not replaced, then you will not have to pay the basic excess.

14. Wreckage removal costs

The insurer will cover the reasonable costs and expenses to clean up and remove the debris or wreckage resulting from an accident which results in a valid claim under your policy.

SECTION 5: MOTOR

Optional extensions of cover

These extensions are optional and will be stated in your schedule if you chose to include them. An additional premium will apply to these extensions.

1. Car hire conditions

- a. If the insurer has accepted your claim under this section of the policy and you cannot use the vehicle or it is being repaired, the insurer, as your agent, will cover the payment for a hired car, according to the option of car hire you have chosen as stated in your schedule.
- b. The insurer will arrange for the supply of the hired car only after they have received full details of the claim.
- c. The insurer will arrange for the supply of the hired car to you for a period no longer than the number of days stated in your schedule. The hire period will end as soon as any of the following takes place:
 - The date on which the vehicle is repaired, if the insurer has authorised its repairs
 - The date on which the insurer settles your claim
 - The date on which the insurer replaces the vehicle
- d. The car hire option includes
 - a vehicle of your choice as stated in your schedule from the various options available to the insurer to arrange for you
 - unlimited kilometres
 - car accident damage cover
 - car theft cover
 - airport surcharge
 - tourism levy
 - free delivery or collection for up to 25 kilometres from the nearest car hire company with which the insurer has a contract
 - any two named drivers.
- e. The insurer will **not** cover payment for the following:
 - Delivery or collection fees for more than 25 kilometres from the nearest car hire company with which the insurer has a contract
 - The cost of any extra named drivers
 - One-way drop-off fees
 - Fuel deposit
 - Administration fees for traffic fines
- Toll fees
- The cost of breaking and/or chipping of windscreens or windows
- The cost of damage by water and/or to the undercarriage
- Costs linked to operating the hired car
- Traffic fines
- Damage to tyres from applying brakes or from punctures, cuts or bursts caused by road hazards or potholes
- Any difference in car hire costs resulting from you using a more expensive car hire group than is stated in your schedule.
- f. 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.
- g. You must determine all costs for which you will be legally liable before you take delivery of the hired car.
- h. You will be responsible for complying with all the terms and conditions of the car hire company.
- i. You will be supplied with a hired car only in the Republic of South Africa.
- j. If you need a hired car in Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi, Mozambique, Tanzania, Zambia, Kenya, Angola or Uganda, you may hire a car from a recognised car hire company in those countries. You must pay for the hire yourself and send the insurer a copy of the invoice. The insurer will cover the above upon receipt of your invoice for the reasonable car hire costs incurred daily, up to the amount for which they would cover you per day had you hired a vehicle in the Republic of South Africa.
- k. Where you hire a vehicle abroad, the insurer will not be legally responsible for paying for the loss of or damage to the hired car and you must ensure that you take up the rental company's insurance cover.

SECTION 5: MOTOR

Optional extensions of cover

- l. The insurer will not cover the car hire expenses that you incur where there is loss or breakage of or damage to:
- the window glass arising from an accident that does not cause other damage to the insured vehicle as stated in your schedule
 - fitted car radio, tape player, record player, compact disc player, MP3 player, DVD player and audio and audiovisual accessories and accessories of a similar nature by theft or attempted theft or malicious (intentional) damage
 - keys or remote-control devices, or
 - child seats.
- m. This cover will be for the cost of the car rental, inclusive of VAT and where you are a registered VAT vendor will also include an additional 14% VAT amount.

2. Cover for credit shortfall

The insurer will pay the difference between the value of the vehicle as stated in your schedule and the outstanding amount you owe in terms of the credit agreement or finance contract that you entered into, up to a maximum of 10% of the amount for which the vehicle is insured.

The insurer will pay this difference **only** if you have a valid claim and

- they consider the vehicle to be beyond economic repair after loss or damage, or
- the vehicle is stolen and not recovered within a reasonable period.

The credit agreement that you entered into must be a valid credit agreement in terms of the National Credit Act (Act No. 34 of 2005).

The insurer will pay any amount still outstanding on your credit agreement, less

- a. any instalments in arrears (earlier instalments that you did not pay) or rentals, including the interest you must pay on the arrears
- b. all refunds of your premium due to you for the cancellation of any insurance cover relating to the vehicle
- c. the increased instalments or rentals that you would have had to pay to ensure that there was no capital value due at the end of the finance period. These are worked out to the month in which the insurer settles the claim.

The above (c.) applies if the credit agreement provided for you to pay lower instalments at the beginning of the credit/loan period and higher instalments later on. In this case, the insurer will not cover you for the balance that you owe. They will cover you only for what you still would have owed if you had arranged to pay back the loan in equal instalments over the period of the loan. The insurer is not legally responsible for any remaining amount that is recorded in the finance agreement.

3. Comprehensive motor extension

The insurer will pay you out for loss of or damage to any vehicle (and its permanently fitted accessories and spare parts) that you hire, lease or temporarily use in place of the vehicle which is out of use for an overhaul or for upkeep and/or repair by a business in the motor trade, if this substitution vehicle is not insured elsewhere. The maximum amount the insurer will pay is the reasonable retail value or agreed value of your insured vehicle, whichever is applicable. The basic excess stated in your schedule will apply.

SECTION 5: MOTOR

Specific exclusions for this section

The insurer will **not** cover the following:

1. The excess(es) as stated in your schedule
2. Radios, various players and accessories unless specified and indicated in your schedule
3. Any event, injury, loss, damage and/or legal liability that occurs while you or anyone you allow to drive the vehicle with your expressed or implied consent
 - a. incurs loss or damage arising from theft of the vehicle while the ignition keys of the vehicle have been left in or on the vehicle
 - b. uses or drives it in any way other than according to the description of its use, or not in line with its specifications given in the manufacturer's booklet
 - c. is not fully licensed to drive the vehicle in terms of the law that applies to any territory listed as the territorial limits

(This exclusion will not apply while you or any person who may drive the vehicle is learning to drive, provided that the learner driver complies with the laws and regulations for learner drivers.)
 - d. drives the vehicle while under the influence of alcohol or drugs, or while the alcohol content of the driver's blood is above the legal limit
 - e. has a driver's licence which is endorsed, suspended or cancelled, or if you or any person who drives the vehicle is charged with or convicted of negligent, reckless or improper driving
 - f. leaves the scene of the accident unlawfully
 - g. uses the vehicle for commercial travelling, or for any business, trade or work, other than as stated in your schedule
 - h. uses the vehicle to
 - carry passengers for hire or reward
 - tow another vehicle for reward
 - rent it out
 - teach learner drivers to drive for reward
 - race or rally
 - compete in timing or trials or any driving on a motor track or a racing circuit, track obstacle course or test circuit
 - i. uses the vehicle to transport toxic waste, medical waste, explosives or other hazardous goods, for which you need permission from the authorities
 - j. uses the vehicle to carry any load or passengers that are above the capacity that the vehicle has been made for or is licensed to carry
 - k. uses the vehicle on airport property anywhere other than in the car park or drop-off zone
4. Any event, injury, loss, damage and/or liability that occurs while a member of the motor trade is looking after or has control of the vehicle, unless it is being overhauled, serviced or repaired or you have recently bought it and it is waiting to be collected from a recognised motor dealer
5. Any event, injury, loss, damage and/or liability that occurs because
 - a. you chose to abandon the vehicle after an accident, unless you felt that your life was in danger
 - b. your claim results from or is connected to an exchange, cash or credit sales agreement, or amounts to theft under false pretences and fraud, or
 - c. customs or other officials or authorities have demanded you forfeit the vehicle or have seized, detained, confiscated or requisitioned it
6. The depreciation, decrease or reduction in value of the vehicle whether caused by damage or loss arising from an insured event or from resultant repairs or from wear and tear or otherwise
7. Mechanical, electronic or electrical breakdown, failures or breakages, including any loss of or damage to any mechanical, electrical or electronic part as a result of that breakdown, failure, breakage or defective workmanship
8. Gradual damage including wear and tear or other gradual processes including rust, oxidation, smoke, mildew, corrosion, decay or deterioration over time or by any other means, or damage caused by infestation by vermin, insects or any other pests
9. Damage to tyres from applying brakes or from punctures, cuts or bursts caused by road hazards or potholes, except where the damage is as a result of an accident which also causes damage to other parts of the vehicle
10. Any secondary loss or damage flowing from or consequent to any loss which may give rise to a claim under this policy, including loss of income or profit
11. Payments, arrear payments, interest and finance charges which you owe due to your having purchased the vehicle through a hire purchase or similar agreement

SECTION 5: MOTOR

Specific Exclusions for this section

12. An insured event that gives rise to a claim and which happens outside the Republic of South Africa, if the vehicle has been outside the Republic of South Africa for longer than a continuous period of **30 days**
13. Loss or damage which occurs outside the Republic of South Africa, if you have used the vehicle outside the Republic of South Africa for more than a total of **90 days** during any 12-month period of insurance

Legal liability to third parties

The cover offered under Section 8: Legal Liability to Third Parties is additional to Section 5: Motor, but excludes cover for legal liabilities relating to or arising from or in any way associated with watercraft.

SECTION 6: MOTORCYCLES

The cover is valid and in force only if the contents are covered in terms of Section 2: House Contents.

Specific conditions for this section

You must comply strictly with these conditions. If you do not, the insurer may refuse to cover your claim and/or reclaim any benefit already paid to you and will be entitled to cancel your policy.

1. You must take all reasonable steps to protect the vehicle from loss or damage.
2. You must keep the vehicle in good running order and a roadworthy condition.
3. If the vehicle or any part of it does not comply with or in any way meet any of the required conditions for roadworthiness as set out in the Road Traffic Act (or any law that replaces it, or any provincial or local laws which apply to the vehicle), then all benefits (payouts) from any claim you may make under this policy will fall away and the insurer will have no legal liability to you or any other party in respect of any claim under this section of your policy.
4. The insurer must be able to examine the vehicle at any reasonable time.

SECTION 6: MOTORCYCLES

What the insurer offers

A. YOUR COVER

If the vehicle or any part of it is lost or damaged, the insurer may decide to either pay, repair or replace it. If you bought the vehicle on a hire purchase or similar agreement, then the insurer will pay the owner of the vehicle, and once the owner has been paid, you have no further claims against the insurer.

The maximum amount that the insurer will pay for loss of or damage to the vehicle will be the lowest of the following amounts

- stated in your schedule, or
- the reasonable retail value

at the time of loss.

If, after an insured loss or damage has occurred,

- a part, accessory or fitment needed to repair the vehicle is not available, and
- the repairers have made every reasonable attempt to obtain the necessary part for at least **60 days** from the date you made the claim

the insurer will pay you an amount equal to the value of the part at the time of loss or damage.

If the vehicle is a code 3 (three) registered vehicle, the settlement amount will be determined as per the retail value in the **TransUnion Mead and McGrouther Dealers Guide** less 30 % in the event of a total loss.

If the vehicle is damaged outside the vehicle manufacturer warranty period, all attempts will be made to put you back in the same position as you were in before the damage occurred. The insurer alone may decide whether new, used or alternative parts will be used for the repair of the vehicle. These parts will be used only on non-critical safety components.

The following cover types are available under this section:

- Comprehensive motor
- Comprehensive motor, excluding theft and hijack
- Third party, fire and theft only
- Third party only

The cover type you have chosen is stated in your schedule.

The insurer **will** cover you

- only if the insured event occurs in the Republic of South Africa, Namibia, Mozambique, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi, Tanzania, Zambia, Kenya, Angola and Uganda (**territorial limits**)
- against loss of or damage to the vehicle while it is being transported by road, sea, air or between ports or places in the countries in which the cover under your policy is valid, including during loading and unloading.

The insurer will **not** cover you

- where the insured event that gives rise to a claim occurs outside the Republic of South Africa, if the vehicle has been outside the Republic of South Africa for longer than a continuous period of **30 days**
- for loss or damage which occurs outside the Republic of South Africa, if you have used the vehicle outside the Republic South Africa for more than a total of **90 days** during any period of insurance.

You will pay a basic excess and/or any increased basic excess and/or compulsory excess as stated in your schedule every time you claim.

B. NEW VEHICLES

If within one year of the vehicle first being registered as a new vehicle or of it first being used, whichever comes first, it is

- a. stolen or hijacked and not recovered or returned to you within a reasonable period, or
- b. damaged and the cost of the repairs is more than 70% of the reasonable retail value, including tax at the date of the damage occurring

then the insurer will either

- i. replace the vehicle with a new one of the same or similar make and model, or
- ii. pay the cost of purchasing a new vehicle of the same or similar make and model,

up to the lowest of the reasonable retail value of the vehicle at the date of loss or the amount as stated in your schedule.

If the vehicle is lost or damaged more than one year from the vehicle first being registered as a new vehicle or from it first being used, whichever comes first, the maximum amount the insurer will pay you will be the reasonable retail value of the vehicle at the time of loss.

SECTION 6: MOTORCYCLES

Automatic extensions of cover

These extensions of cover are automatically part of the comprehensive motor cover option and the comprehensive motor cover option excluding theft and hijacking.

1. Authorising emergency repairs

If your claim is valid under this section, the insurer will cover you for emergency repairs up to the amount stated in your schedule to enable you to continue your journey.

You may give permission for these repairs to be done without first obtaining permission from the insurer, provided that you send a full, itemised invoice to the insurer.

2. Delivery after repairs

The insurer will cover you for the reasonable costs of having the vehicle delivered to your insured address as stated in your schedule once the repairs agreed to have been completed.

3. Imported parts

If a part that the repairers need to repair your vehicle after it has suffered loss or damage is not available in the Republic of South Africa as a standard part, the insurer will pay the cost of air freighting or importing the part up to the amount as stated in your schedule.

The insurer will **not** cover any additional costs that you might incur as a result of any delay in the repair of your vehicle owing to the part not being readily available.

4. Locks and keys

The insurer will cover you for the cost of replacing locks and keys, including cardkeys and remote controls, and, if necessary, the reprogramming of any coded security system of the vehicle up to the amount stated in your schedule as a result of

- a. damage to locks and keys
- b. the theft or disappearance of keys or remote controls, or
- c. the reasonable belief that an unauthorised person may have a duplicate key, cardkey or remote control.

5. Medical expenses, trauma treatment and injury causing death

- a. Medical expenses following a motor accident
 - The insurer will cover you for medical expenses you may have to pay for as a direct result of a motor accident that results in bodily injury to anyone travelling in or on the vehicle. The cover is limited to the amount stated in your schedule.
 - At the time of the accident/injury, the passenger must either be seated in an attached side car or be riding as a passenger on the motorcycle. In all cases, cover will be limited to one passenger only.

- The insurer will not be legally liable for any medical expenses which can be recovered from any other private or statutory insurance fund or facility.

b. Expenses following hijacking or attempted hijacking

- The insurer will cover you for medical expenses you may have to pay for as a result of you, the driver or any passenger travelling in or on the vehicle requiring professional counselling following a hijacking or attempted hijacking, or requiring medical attention or suffering bodily injury, death or trauma. The cover is limited to the amount stated in your schedule.
- The insurer will not be legally responsible for any medical expenses which can be recovered from any other private or statutory insurance fund or facility.
- The insurer will cover funeral costs up to the amount stated in your schedule due to hijacking of the vehicle.

6. Reward for information

The insurer has sole discretion in deciding to pay a reward of up to the amount as stated in your schedule to any person or organisation (but excluding you or the police) for information that helps the police arrest and convict any person who committed a crime which resulted in loss or damage for which you are insured and can claim.

7. Tow-in costs and vehicle protection

If you have a valid claim for the vehicle under your policy, the insurer will pay up to the amount stated in your schedule to recover and safeguard the vehicle and move it to a place of safety as determined by the insurer.

You will be responsible for the towing and storage costs exceeding the amount stated in your schedule of the vehicle if you do not call the towline and use the approved towing operators.

8. Tracking device

If you have a tracking system in good working order in your vehicle and the vehicle is damaged and cannot be repaired or stolen and not recovered, the insurer will pay you for the actual cost of an approved vehicle tracking company installing a tracking system in your replacement vehicle, provided that

- the cost of the tracking device including installation is not more than the amount as stated in your schedule, and
- the insurer gives their permission for the installation.

9. Wreckage removal costs

The insurer will pay the reasonable costs and expenses to clean up and remove the debris or wreckage resulting from an accident which results in a valid claim under your policy.

SECTION 6: MOTORCYCLES

Optional extensions of cover

These extensions are optional and will be stated in your schedule if you chose to include them. An additional premium will apply to these extensions.

1. Cover for credit shortfall

The insurer will pay the difference between the value of the vehicle as stated in your schedule and the outstanding amount you owe in terms of the credit agreement or finance contract that you entered into, up to a maximum of 10% of the amount for which the vehicle is insured.

The insurer will pay this difference **only** if you have a valid claim and

- they consider the vehicle to be beyond economic repair after loss or damage, or
- the vehicle is stolen and not recovered within a reasonable period.

The credit agreement that you entered into must be a valid credit agreement in terms of the National Credit Act (Act No. 34 of 2005).

The insurer will pay any amount still outstanding on your credit agreement, less

- a. any instalments in arrears (earlier instalments that you did not pay) or rentals, including the interest you must pay on the arrears
- b. all refunds of your premium due to you for the cancellation of any insurance cover relating to the vehicle, and
- c. the increased instalments or rentals that you would have had to pay to ensure that there was no capital value due at the end of the finance period. These are worked out to the month in which the insurer settles the claim.

The above (c.) applies if the credit agreement provided for you to pay lower instalments at the beginning of the credit/loan period and higher instalments later on. In this case, the insurer will not cover you for the balance that you owe. They will cover you only for what you still would have owed if you had arranged to pay back the loan in equal instalments over the period of the loan. The insurer is not legally liable for any remaining amount that is recorded in the finance agreement.

SECTION 6: MOTORCYCLES

Specific exclusions for this section

The insurer will **not** cover the following:

1. The excess(es) as stated in your schedule
2. Radios, various players and accessories unless specified and indicated in your schedule
3. Any event, injury, loss, damage and/or legal liability that occurs while you or anyone you allow to drive the vehicle with your expressed or implied consent
 - a. incurs loss or damage arising from theft of the vehicle while the ignition keys of the vehicle have been left in or on the vehicle
 - b. uses or drives it in any way other than according to the description of its use, or not in line with its specifications given in the manufacturer's booklet
 - c. is not fully licensed to drive the vehicle in terms of the law that applies to any territory listed as the territorial limits

(This exclusion will not apply while you or any person who may drive the vehicle is learning to drive, provided that the learner driver complies with the laws and regulations for learner drivers.)
 - d. drives the vehicle while under the influence of alcohol or drugs, or while the alcohol content of the driver's blood is above the legal limit
 - e. has a driver's licence which is endorsed, suspended or cancelled, or if you or any person who drives the vehicle is charged with or convicted of negligent, reckless or improper driving
 - f. leaves the scene of the accident unlawfully
 - g. uses the vehicle for commercial travelling, or for any business, trade or work, other than as stated in your schedule
 - h. uses the vehicle to
 - carry passengers for hire or reward
 - tow another vehicle for reward
 - rent it out
 - teach learner drivers to drive for reward
 - race or rally
 - compete in timing or trials or any driving on a motor track or a racing circuit, track obstacle course or test circuit
 - i. uses the vehicle to transport toxic waste, medical waste, explosives or other hazardous goods, for which you need permission from the authorities
 - j. uses the vehicle to carry any load or passengers that are above the capacity that the vehicle has been made for or is licensed to carry
 - k. uses the vehicle on airport property anywhere other than in the car park or drop-off zone
4. Any event, injury, loss, damage and/or liability that occurs while a member of the motor trade is looking after or has control of the vehicle, unless it is being overhauled, serviced or repaired or you have recently bought it and it is waiting to be collected from a recognised motor dealer
5. Theft of accessories unless the motorcycle is stolen at the same time.
6. Any event, injury, loss, damage and/or liability that occurs because
 - a. you chose to abandon the vehicle after an accident, unless you felt that your life was in danger
 - b. your claim results from or is connected to an exchange, cash or credit sales agreement, or amounts to theft under false pretences and fraud, or
 - c. customs or other officials or authorities have demanded you forfeit the vehicle or have seized, detained, confiscated or requisitioned it

SECTION 6: MOTORCYCLES

Specific exclusions for this section

7. The depreciation, decrease or reduction in value of the vehicle whether caused by damage or loss arising from an insured event or from resultant repairs or from wear and tear or otherwise
8. Mechanical, electronic or electrical breakdown, failures or breakages, including any loss of or damage to any mechanical, electrical or electronic part as a result of that breakdown, failure, breakage or defective workmanship
9. Gradual damage including wear and tear or other gradual processes including rust, oxidation, smoke, mildew, corrosion, decay or deterioration over time or by any other means, or damage caused by infestation by vermin, insects or any other pests
10. Damage to tyres from applying brakes or from punctures, cuts or bursts caused by road hazards or potholes, except where the damage is as a result of an accident which also causes damage to other parts of the vehicle
11. Any secondary loss or damage flowing from or consequent to any loss which may give rise to a claim under this policy, including loss of income or profit
12. Payments, arrear payments, interest and finance charges which you owe due to your having purchased the vehicle through a hire purchase or similar agreement
13. An insured event that gives rise to a claim and which happens outside the Republic of South Africa, if the vehicle has been outside the Republic of South Africa for longer than a continuous period of **30 days**
14. Loss or damage which occurs outside the Republic of South Africa, if you have used the vehicle outside the Republic of South Africa for more than a total of **90 days** during any 12-month period of insurance

Legal liability to third parties

The cover offered under Section 8: Legal Liability to Third Parties is additional to Section 6: Motorcycles, but excludes cover for legal liabilities relating to or arising from or in any way associated with watercraft.

SECTION 7: CARAVANS AND TRAILERS

The cover is valid and in force only if the contents are covered in terms of Section 2: House Contents.

Specific conditions for this section

You must comply strictly with these conditions. If you do not, the insurer may refuse to cover your claim and/or reclaim any benefit already paid to you and will be entitled to cancel your policy.

1. You must take all reasonable steps to protect the vehicle from loss or damage.
2. You must keep the vehicle in good running order and a roadworthy condition.
3. If the vehicle or any part of it does not comply with or in any way meet any of the required conditions for roadworthiness as set out in the Road Traffic Act (or any law that replaces it, or any provincial or local laws which apply to the vehicle), then all benefits (payouts) from any claim you may make under this policy will fall away and the insurer will have no legal liability to you or any other party in respect of any claim under this section of your policy.
4. The insurer must be able to examine the vehicle at any reasonable time.

SECTION 7: CARAVANS AND TRAILERS

What the insurer offers

A. YOUR COVER

If the vehicle or any part of it is lost or damaged, the insurer may decide either to pay to repair or replace it, or pay you an amount equal to the loss or damage. If you bought the vehicle on a hire purchase or similar agreement, then the insurer will pay the owner of the vehicle, and once the owner has been paid, you have no further claims against the insurer.

The maximum amount that the insurer will pay for loss of or damage to the vehicle will be the lowest of the following amounts

- the agreed value, or
- the market value

at the time of loss.

If, after an insured loss or damage has occurred,

- a part, accessory or fitment needed to repair the vehicle is not available, and
- the repairers have made every reasonable attempt to obtain the necessary part for at least **60 days** from the date you made the claim

the insurer will pay you an amount equal to the value of the part at the time of loss or damage.

If the vehicle is damaged outside the vehicle manufacturer warranty period, all attempts will be made to put you back in the same position as you were in before the damage occurred. The insurer alone may decide whether new, used or alternative parts will be used for the repair of the vehicle. These parts will be used only on non-critical safety components.

The following cover types are available under this section:

- Comprehensive motor
- Third party, fire and theft only

The cover type you have chosen is stated in your schedule.

The insurer **will** cover you

- only if the insured event occurs in the Republic of South Africa, Namibia, Mozambique, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi, Tanzania, Zambia, Kenya, Angola and Uganda (**territorial limits**).
- against loss of or damage to the vehicle while it is being transported by road, sea, air or between ports or places in the countries in which the cover under your policy is valid, including during loading and unloading.

The insurer will **not** cover you

- where the insured event that gives rise to a claim occurs outside the Republic of South Africa, if your vehicle has been outside the Republic of South Africa for longer than a continuous period of **30 days**.
- for loss or damage which occurs outside the Republic of South Africa, if you have used the vehicle outside the Republic of South Africa for more than a total of **90 days** during any period of insurance.

You will pay a basic excess and/or any increased basic excess and/or compulsory excess as stated in your schedule every time you claim.

SECTION 7: CARAVANS AND TRAILERS

Automatic extensions of cover

These extensions of cover are automatically part of the comprehensive motor cover option.

1. Authorising emergency repairs

If your claim is valid under this section, the insurer will cover you for emergency repairs up to the amount stated in your schedule to enable you to continue your journey.

You may give permission for these repairs to be done without first obtaining permission from the insurer, provided that you send a full, itemised invoice to the insurer.

2. Delivery after repairs

The insurer will cover you for the reasonable costs of having the vehicle delivered to the address stated in the schedule once the repairs agreed to have been completed.

3. Locks and keys

The insurer will cover you for the cost of replacing locks and keys, including cardkeys and remote controls, and, if necessary, the reprogramming of any coded security system of the vehicle up to the amount stated in your schedule as a result of

- a. damage to locks and keys
- b. the theft or disappearance of keys or remote controls, or
- c. the reasonable belief that an unauthorised person may have a duplicate key, cardkey or remote control.

4. Tow-in costs and vehicle protection

If you have a valid claim for the vehicle under your policy, the insurer will pay up to the amount stated in your schedule to recover and safeguard the vehicle and move it to a place of safety as determined by the insurer.

You will be responsible for the towing and storage costs exceeding the amount stated in your schedule of the vehicle if you do not call the towline and use the approved towing operators.

SECTION 7: CARAVANS AND TRAILERS

Optional extensions of cover

These extensions are optional and will be stated in your schedule if you chose to include them. An additional premium will apply to these extensions.

1. Cover for credit shortfall

The insurer will pay the difference between the reasonable retail value and the outstanding amount you owe in terms of the credit agreement or finance contract that you entered into, up to a maximum of 10% of the amount for which the vehicle is insured.

The insurer will pay this difference only if you have a valid claim and

- they consider the vehicle to be beyond economic repair after loss or damage, or
- the vehicle is stolen and not recovered within a reasonable period.

The credit agreement that you entered into must be a valid credit agreement in terms of the National Credit Act (Act No. 34 of 2005).

The insurer will pay any amount still outstanding on your credit agreement, less

- a. any instalments in arrears (earlier instalments that you did not pay) or rentals, including the interest you must pay on the arrears
- b. all refunds of your premium due to you for the cancellation of any insurance cover relating to the vehicle, or
- c. the increased instalments or rentals that you would have had to pay to ensure that there was no capital value due at the end of the finance period. These are worked out to the month in which the insurer settles the claim.

The above (c.) applies if the credit agreement provided for you to pay lower instalments at the beginning of the credit/loan period and higher instalments later on. In this case, the insurer will not cover you for the balance that you owe. They will cover you only for what you still would have owed if you had arranged to pay back the loan in equal instalments over the period of the loan. The insurer is not legally liable for any remaining amount that is recorded in the finance agreement.

SECTION 7: CARAVANS AND TRAILERS

Specific Exclusions for this section

The insurer will **not** cover the following:

1. The excess(es) as stated in your schedule
2. Radios, various players and accessories unless specified and indicated on your schedule
3. Any event, injury, loss, damage and/or legal liability that occurs while you or anyone you allow to drive the vehicle with your expressed or implied consent
 - a. incurs loss or damage arising from theft of the vehicle while the ignition keys of the vehicle have been left in or on the vehicle
 - b. uses or drives it in any way other than according to the description of its use, or not in line with its specifications given in the manufacturer's booklet
 - c. is not fully licensed to drive the vehicle in terms of the law that applies to any territory listed as the territorial limits of your policy

(This exclusion will not apply while you or any person who may drive the vehicle is learning to drive, provided that the learner driver complies with the laws and regulations for learner drivers.)
 - d. drives the vehicle while under the influence of alcohol or drugs, or while the alcohol content of the driver's blood is above the legal limit
 - e. has a driver's licence which is endorsed, suspended or cancelled, or if you or any person who drives the vehicle is charged with or convicted of negligent, reckless or improper driving
 - f. leaves the scene of the accident unlawfully
 - g. uses the vehicle for commercial travelling, or for any business, trade or work, other than as stated in your schedule
 - h. uses the vehicle to
 - carry goods or samples for trade purposes
 - carry passengers for hire or reward
 - rent it out
 - race or rally
 - compete in timing or trials or any driving on a motor track or a racing circuit, track obstacle course or test circuit
 - i. uses the vehicle to transport toxic waste, medical waste, explosives or other hazardous goods, for which you need permission from the authorities
 - j. uses the vehicle to carry any load or passengers that are above the capacity that the vehicle has been made for or is licensed to carry
 - k. uses the vehicle on airport property anywhere other than in the car park or drop-off zone
4. Any event, injury, loss, damage and/or liability that occurs while a member of the motor trade is looking after or has control of the vehicle, unless it is being overhauled, serviced or repaired or you have recently bought it and it is waiting to be collected from a recognised motor dealer
5. Any event, injury, loss, damage and/or liability that occurs because
 - a. you chose to abandon the vehicle after an accident, unless you felt that your life was in danger
 - b. your claim results from or is connected to an exchange, cash or credit sales agreement, or amounts to theft under false pretences and fraud, or
 - c. customs or other officials or authorities have demanded you forfeit the vehicle or have seized, detained, confiscated or requisitioned it

SECTION 7: CARAVANS AND TRAILERS

Specific Exclusions for this section

6. The depreciation, decrease or reduction in value of the vehicle whether caused by damage or loss arising from an insured event or from resultant repairs or from wear and tear or otherwise
7. Mechanical, electronic or electrical breakdown, failures or breakages, including any loss of or damage to any mechanical, electrical or electronic part as a result of that breakdown, failure, breakage or defective workmanship
8. Gradual damage including wear and tear or other gradual processes including rust, oxidation, smoke, mildew, corrosion, decay or deterioration over time or by any other means, or damage caused by infestation by vermin, insects or any other pests
9. Damage to tyres from applying brakes or from punctures, cuts or bursts caused by road hazards or potholes, except where the damage is as a result of an accident which also causes damage to other parts of the vehicle
10. Any secondary loss or damage flowing from or consequent to any loss which may give rise to a claim under this policy, including loss of income or profit
11. Payments, arrear payments, interest and finance charges which you owe due to you having purchased the vehicle through a hire purchase or similar agreement
12. An insured event that gives rise to a claim and which happens outside the Republic of South Africa, if the vehicle has been outside the Republic of South Africa for longer than a continuous period of **30 days**
13. Loss or damage which occurs outside the Republic of South Africa, if you have used the vehicle outside the Republic of South Africa for more than a total of **90 days** during any 12-month period of insurance

Legal liability to third parties

The cover offered under Section 8: Legal Liability to Third Parties is additional to Section 7: Caravans and Trailers, but excludes cover for legal liabilities relating to, arising from or in any way associated with watercraft (except if your watercraft's trailer is insured in terms of this policy).

SECTION 8: LEGAL LIABILITY TO THIRD PARTIES

Cover offered under this section is applicable to you only if you hold cover under Section 5: Motor and/or Section 6: Motorcycles and/or Section 7: Caravans and Trailers and/or Section 9: Watercraft in terms of your policy.

Specific definition for this section

Insured event: Accidental death, bodily injury, disease, sickness, illness, mental injury, mental anguish and shock of any person, or loss of or damage to the tangible property of any person occurring during the period of insurance and arising out of or in connection with the ownership or use of the vehicle or watercraft, including towing of or by the watercraft (other than for reward) for which you are legally liable.

What the insurer offers

A. YOUR COVER

The insurer will cover you for claims up to the amount stated in your schedule for any insured event including the costs and expenses for which you are legally liable, as well as the costs you incur in the defence of any action brought against you for an insured event, provided that such costs and expenses are incurred with the insurer's prior written consent. The insurer will also pay the costs and expenses you incur with their prior written consent which relate to the defence of any civil or criminal action brought against you and for obtaining representation for you at any inquest or fatal accident enquiry as a result of an insured event, provided that the total combined legal liability of any claim and such associated costs will be limited to the amount stated in your schedule.

If an insured event occurs, the insurer will

- a. cover you
- b. cover any person who is temporarily driving or using the vehicle or temporarily piloting or using the watercraft, with your express or implied permission provided that the person
 - is not entitled to cover under any other policy
 - complies with and fulfils all obligations under your policy and is subject to the terms, conditions and exclusions of your policy as though he/she were you, and
 - to your knowledge has not been refused any insurance or renewal thereof
- c. cover any passenger in the vehicle or on the watercraft against all sums including claimant costs and expenses for which you or they become legally liable as a result of an insured event resulting from their occupancy of the vehicle or watercraft

- d. cover you for insured events while you are temporarily driving a vehicle other than the insured vehicle (with a carrying capacity not exceeding 10 persons) or goods vehicle (with a gross vehicle mass not exceeding 3 500kg) or while you are temporarily piloting a watercraft other than the watercraft and that is
 - not owned by you
 - not leased or hired or being purchased by you under a credit or similar agreement
- e. cover any water skier being towed by the watercraft against damages including costs and expenses for which you or they become legally liable as a result of an insured event and resulting from them being towed by the watercraft.

Damages to the vehicle or watercraft are excluded under this section of your policy.

B. TERRITORIAL LIMITS

This section of your policy is subject to an insured event happening anywhere in the Republic of South Africa or, while for a period not exceeding **30 consecutive days**, the vehicle or watercraft is in any sub-Saharan African country or the watercraft is within 20 kilometres from the coastline or within any offshore limitations as defined by the local regulations or other laws governing the operation of watercraft in the sub-Saharan African country you operate in.

SECTION 8: LEGAL LIABILITY TO THIRD PARTIES

Automatic extension of cover

1. Identity theft

Specific definitions for this extension

- a. **You** and **your**: These words refer to you, the person(s) named in your schedule, and your legal spouse or dependent children under the age of 21 who permanently reside with you.
- b. **ATM**: Automatic teller machine
- c. **Business**: Your employment, trade, profession or occupation
- d. **Payment card**: An ATM card, credit card or debit card issued by a registered financial institution or qualified retail shop
- e. **Identity theft**: The unauthorised and/or illegal use of your personal information such as your name or identity number to obtain a loan or open credit accounts
- f. **Relative**: Someone who is related to you, including but not limited to spouses, siblings, children and parents
- g. **Suit**: A civil proceeding seeking monetary damages as a result of identity theft, or a criminal proceeding in which you are charged with illegal acts committed by any person other than you while they were using your identity
- h. **Extended claim period**: The 12-month period following the end of the period of insurance or such other time that the insurer may agree to in writing

WHAT THE INSURER OFFERS

Your cover for this extension

The insurer will cover you up to the amounts stated in your schedule for identity theft which takes place anywhere in the Republic of South Africa during the period of insurance provided that **30 days** have passed from the start date of your policy.

1. Reasonable legal expenses that you incur as a direct result of identity theft in:
 - a. defending any suit brought against you by a creditor or collection agency or someone acting on their behalf,
 - b. removing any civil or criminal judgment wrongfully entered against you, and
 - c. challenging the accuracy or completeness of any information in your consumer credit report, provided this information is inaccurate and falsely provided to the credit agency or financial institution.

2. Income you lost solely because of the time taken from your profession to resolve any identity theft except if you are self-employed. This does not include compensation for vacation days (leave) or sick days (sick leave), but covers whole or partial unpaid workdays taken to resolve the identity theft, provided that these unpaid workdays are taken during the period of insurance or within **12 months** of your policy's expiry date.
3. Your actual loss owing to your legal obligation to pay a creditor if, as part of your identity theft, any payment cards, bank accounts and other credit accounts were opened in your name without your authorisation.
4. Miscellaneous expenses:
 - a. Costs you incur for refiling applications for loans or other credit or debit accounts that are rejected solely because the lender received incorrect information
 - b. Costs for notarising documents related to your identity theft, long-distance telephone calls, and certified mail reasonably incurred as a result of your efforts to report an identity theft or to correct your financial and credit records that have been altered,
 - c. Costs you incur to contest (debate) the accuracy or completeness of any information contained in your credit history,
 - d. Costs you incur for a maximum of 4 credit reports from an entity approved by the insurer. The credit reports will be requested during the policy period or the extended claim period. The first credit report may not be requested until after the discovery of the identity theft.

Specific conditions for this extension

You must comply strictly with these conditions. If you do not, the insurer may refuse to cover your claim and/or reclaim any benefit already paid to you and will be entitled to cancel your policy.

1. The account must have been opened in your name without your authorisation.
2. You must notify your local lawenforcement agencies and file a police report within **24 hours** of discovering the theft.
3. Any false charge or withdrawal must be verified by your financial institution. Cover for false charges is limited to the amount for which you are held liable by the financial institution subject to the amount stated in your schedule.
4. The insurer will be allowed to inspect your books and financial records.

SECTION 8: LEGAL LIABILITY TO THIRD PARTIES

5. You will cooperate with the insurer and help them to enforce any legal rights you or they may have in relation to your identity theft, including your attendance at depositions, hearings and trials, and giving evidence as necessary to resolve your identity theft.
6. You must
 - a. notify your bank(s), payment card company(ies), financial institution(s) and other account holders of the identity theft **within 24 hours** of discovering the identity theft.
 - b. if you make a claim for lost wages, submit proof from your employer that you took unpaid days off, and you must have this information recorded. You must also provide proof that it was necessary to take time off work.
 - c. send the insurer copies of any demands, notices, summonses, complaints, or legal papers received in connection with a covered loss.
 - d. take all reasonable and prudent action to prevent further damage to your identity.

Additional exclusions for this extension

The insurer will **not** cover the following:

1. Any claim under R250
2. Any expenses or loss as a result of
 - a. any dishonest, criminal, malicious or fraudulent acts committed by you or a relative, or that you or a relative had knowledge of or planned, or if you withhold information or conceal material facts related to your policy or to your identity theft
 - b. losses that result from business pursuits
 - c. fraudulent payment card charges and bank transfer charges if they are not related to your identity theft
 - d. any physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death
 - e. identity theft that occurred or commenced before the start of your policy period,
 - f. the reimbursement of fees for stolen payment cards if you have not complied with all terms and conditions under which the cards were issued
 - g. monetary losses other than the out-of-pocket expenses related to resolving the identity theft as contemplated by your policy including fraudulent payment card charges.

SECTION 8: LEGAL LIABILITY TO THIRD PARTIES

Specific exclusions for this section

The insurer will **not** cover you for

1. legal liability relating to, or arising from or in any way associated with compensation which falls within the scope of any compulsory motor vehicle insurance law in any of the territories where this cover applies, even where no such compulsory insurance is maintained
2. any judgment or cost order awarded against you by any court outside the borders of the Republic of South Africa (unless such judgment is confirmed by a court of the Republic of South Africa)
3. damage to property belonging to or held in trust by or in the custody or control of you, your family, the driver of the vehicle, the pilot of the watercraft, or any person covered by the policy while such property is being transported, loaded or unloaded
4. death of or bodily injury to members of your family permanently residing with you, or, if the vehicle is being driven or the watercraft being piloted by someone other than you, such driver's or pilot's family members permanently residing with them
5. death of or bodily injury to any person in your employment, or, if the vehicle is being driven or watercraft being piloted by someone other than you, such driver's or pilot's employee, other than a domestic employee, and which arises out of, and in the course of, such employment
6. death of or bodily injury to persons carried in or on or getting on or off any caravan or trailer
7. death of or bodily injury to persons carried in or on or getting on or off any vehicle being towed by the insured vehicle
8. death of or bodily injury to persons carried outside the passenger compartment of the vehicle at the time of the insured event
9. death of or bodily injury to passengers (other than excluded by exclusion 4. above) in or on any motorcycle or attached sidecar for any claim in excess of R100 000 resulting from any one accident or series of accidents arising out of one event
10. death of or bodily injury to any passengers on a quad bike or off-road bike
11. any insured event for which a person is obliged to submit a claim against the Road Accident Fund as provided for in terms of the Road Accident Fund Act No. 56 of 1996, as amended from time to time
12. amounts exceeding the amount of R500 000 for death, bodily injury and damage to property if the quad bike or off-road bike is being driven by a person under the age of 16 years
13. any amount exceeding R500 000 for death, bodily injury and damage to property if the golf caddy/ cart/lawnmower is being driven by a person under the age of 16 years
14. the use of watercraft, if the total length of the watercraft exceeds eight metres
15. any vehicle or watercraft while it is being used for racing, speed testing, hill climbs or trials
16. death or injury to any person getting onto or off the motorcycle
17. loss of or damage to property being carried in or on motorcycles
18. while the watercraft is being piloted by a person who has no valid skipper's license or is under the influence of alcohol or drugs, or while the alcohol content of the pilot's blood is above the legal limit
19. claims arising from any person engaged in kiting or other airborne sport while being towed by the watercraft or any such person while preparing to be towed by the watercraft unless they are safely back on board the watercraft at the time of the insured event.

SECTION 9: WATERCRAFT

The cover is valid and in force, only if the contents are covered in terms of Section 2: House Contents.

Specific definitions for this section

1. Comprehensive watercraft:

If the watercraft is insured under this type of cover, the insurer will pay you out for any loss of or damage caused by you, anyone using the watercraft with your knowledge and permission or any water skier being towed by the watercraft, as a result of an insured event, including the amounts for which you are legally liable to any third party if the legal liability is related to the watercraft, up to the amount stated in your schedule.

2. Territorial limits:

The insurer will cover you in coastal and inland waters of the Republic of South Africa, Namibia, Mozambique, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi, Tanzania, Zambia, Kenya, Angola and Uganda within 20 kilometres from the coastline or within any offshore limitations as defined by the local regulations or other laws governing the operation of watercraft in the area in which you operate.

Specific conditions for this section

You must comply strictly with these conditions. If you do not, the insurer may refuse to cover your claim and/or reclaim any benefit already paid to you and will be entitled to cancel your policy.

1. You must take all reasonable steps to protect the watercraft from loss or damage.
2. You must keep the watercraft in good running order and a seaworthy condition.
3. You must comply with all laws applicable to the ownership, possession and use of the watercraft.

What the insurer offers

A. YOUR COVER

If the watercraft or any part of it is lost or damaged, the insurer may decide either to pay to repair or replace it, or pay you an amount equal to the loss or damage.

If you bought the watercraft on a hire purchase or similar agreement, then the insurer will pay the owner of the watercraft in terms of the agreement the amount due, and once the owner has been paid, you have no further claims against the insurer. If the watercraft is less than four years old, the basis for calculating settlement is the current purchase price of a new watercraft of the same or similar model. If the watercraft is more than four years old the basis for calculating settlement is the reasonable market value. The maximum amount payable by the insurer is the amount stated in your schedule. The insurer will not be expected to achieve an exact restoration, repair or replacement, but as close to the original specification as possible.

The insurer will cover you only if the insured event occurs in any of the countries listed under the Specific definitions, Territorial limits.

The insurer will cover you against loss or damage to the watercraft while it is being transported by road, sea, air or between ports or places in the countries in which the cover under your policy is valid, including loading and unloading.

You will pay a basic excess and/or any increased basic excess and/or compulsory excess as stated on your schedule every time you claim.

SECTION 9: WATERCRAFT

Automatic extensions for this section

These extensions of cover are automatically part of the comprehensive watercraft cover.

1. Authorising emergency repairs

If your claim is valid under this section, the insurer will cover you for emergency repairs up to the amount stated in your schedule.

You may give permission for these repairs to be done without first obtaining permission from the insurer, provided that you send a full, itemised invoice to the insurer.

2. Fire extinguishing charges

The insurer will pay the reasonable costs of extinguishing or fighting a fire, provided that

- a. the costs are not more than the amount stated in your schedule
- b. you are legally liable for these costs
- c. the watercraft was on fire or was in imminent danger of being damaged by fire.

3. Imported parts

If a part that the repairers need to repair your watercraft after it has suffered loss or damage is not available in the Republic of South Africa as a standard part, the insurer will pay the cost of air freighting or importing the part up to the amount stated in your schedule.

The insurer will **not** pay any additional costs that you might incur as a result of any delay in the repair of your watercraft owing to the part not being readily available.

4. Locks and keys

The insurer will cover you for the cost of replacing locks and keys, including cardkeys and remote controls, and, if necessary, the reprogramming of any coded security system of your vehicle up to the amount as stated in your schedule as a result of

- a. damage to locks and keys
- b. the theft or disappearance of keys or remote controls, or
- c. the reasonable belief that an unauthorised person may have a duplicate key, cardkey or remote control.

5. Medical expenses

- a. The insurer will cover you for medical expenses you may have to pay for as a direct result of a watercraft accident that results in bodily injury to anyone travelling on board or being towed by your watercraft. The cover is limited to the amount stated in your schedule.
- b. At the time of the accident/injury, the person must be wearing the correct gear and adhere to the safety regulations as prescribed by law.
- c. The insurer will not be legally liable for any medical expenses which can be recovered from any other private or statutory insurance fund or facility.

6. Repatriation costs

If the watercraft is accidentally damaged in the countries where you are covered for the watercraft and you have a valid claim under your policy, the insurer will pay up to the amount stated in your schedule for the cost of returning the watercraft to the Republic of South Africa.

7. Towing costs

If you have a valid claim for your watercraft under your policy, the insurer will pay the reasonable costs to recover and safeguard your watercraft and move it to the closest repairer.

SECTION 9: WATERCRAFT

Specific exclusions for this section

The insurer will **not** cover the following:

1. The excess(es) as stated in your schedule
2. Any event, injury, loss, damage and/or legal liability that occurs while you or anyone you allow to use the watercraft with your expressed or implied consent
 - a. uses it in any way other than according to the description of its use, or not in line with its specifications and the applicable laws
 - b. is not fully licensed to pilot the watercraft in terms of the law that applies to any territory listed under the territorial limits of your policy
 - c. pilots the watercraft while under the influence of alcohol or drugs, or while the alcohol content of the pilot's blood is above the legal limit, or
 - d. uses the watercraft to carry any load or passengers that are above the capacity that the watercraft has been made for or is licensed to carry
3. Gradual damage, wear and tear or other gradual processes including rust, oxidation, smoke, mildew, corrosion, decay or deterioration over time or by any other means including infestation by pests or vermin
4. Mechanical, electronic or electrical breakdown, failures or breakages, including any loss of or damage to any mechanical, electrical or electronic part as a result of that breakdown, failure or breakage
5. The depreciation or decrease or reduction in value of the watercraft whether caused by damage or loss arising from an insured event, from resultant repairs, from wear and tear or otherwise
6. Any event, injury, loss, damage and/or liability that occurs because
 - a. you chose to abandon the watercraft after an accident, unless you felt that your life was in danger
 - b. your claim results from or is connected to an exchange, cash or credit sales agreement, or amounts to theft under false pretences and fraud, or
 - c. customs or other officials or authorities have demanded you forfeit the watercraft or have seized, detained, confiscated or requisitioned it
7. Loss or damage due to a fault in the watercraft's design and/or defective construction/workmanship, or the loss or expenditure incurred in remedying a fault in design or defect in construction/workmanship, or any cost or expense incurred to improve or alter the design or construction/workmanship of the watercraft
8. Loss of or damage to the watercraft which arises outside the countries stated in the territorial limits, or outside a 20 kilometre range from the shores of the countries listed under the territorial limits, or which occurs while the laws governing the operation of watercraft in the area in which you operate are being contravened
9. Outboard motors of the watercraft that drop off or fall overboard because they are not securely chained or bolted to the watercraft
10. Loss or damage caused by fire to the watercraft which is fitted with inboard machinery that does not carry an SABS-approved fire extinguisher(s) that is/are properly installed and maintained, and in efficient working order
11. Loss or damage to sails or protective coverings split by the wind or blown away while being hoisted
12. Theft or attempted theft of fixtures, fittings, equipment and outboard motors of the watercraft unless accompanied by actual, visible force and the motors are securely bolted to the watercraft
13. Loss or damage to the watercraft and its fixtures and fittings if the craft and its motor(s) are left unattended for a continuous period of more than 12 hours, unless the craft and its motor(s) are located at a marina or recognised place of mooring, within the confines of the insured's home, at any boatyard or place of repair, or at any other recognised place of storage
14. Loss or damage while the watercraft is used
 - a. or hired out for charter or to tow for reward
 - b. for racing, speed tests, competitions, regattas or other contests
 - c. for business, trade or professional purposes
 - d. as a houseboat or private residence, or
 - e. to carry passengers for reward

SECTION 9: WATERCRAFT

Specific exclusions for this section

15. Loss or damage that occurs while the watercraft is being towed by a person who does not have a license, or is under the influence of alcohol or drugs, or while the alcohol content of the driver's blood is above the legal limit
16. Any secondary loss or damage flowing from or consequent to any loss which may give rise to a claim under this policy, including loss of income or profit
17. Payments, arrear payments, interest and finance charges which you owe because you purchased the watercraft through a hire purchase or similar agreement
18. An insured event that gives rise to a claim and which happens outside the Republic of South Africa, if the watercraft has been outside the Republic of South Africa for longer than a continuous period of **30 days**
19. The watercraft's trailer, as this must be specifically insured under Section 7: Caravans and Trailers, of your policy.

Legal liability to third parties

The cover offered under Section 8: Legal Liability to Third Parties is additional to Section 9: Watercraft, but excludes cover for legal liabilities relating to, arising from or in any way associated with Section 5: Motor and/or Section 6: Motorcycles and/or Section 7: Caravans and Trailers.

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