

AGM Mapsure Risk Management Consultants Pty Ltd



**LIFESTYLE** PERSONAL  
POLICY WORDING

# YOUR AGM LIFESTYLE PERSONAL LINES POLICY



Company Registration number: 2005/029823/06  
An Insurer licensed to conduct Non-Life insurance  
business and an  
Authorised Financial Services Provider  
FSP Number 35914  
[www.infinitiafrica.com](http://www.infinitiafrica.com)

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The following definitions apply to all sections of your policy wording unless we define a word more specifically in any section of your policy wording to apply to that section only.

**You, your, yours** means the person or company in whose name the policy is issued, members of your family, and your life partner, who normally live with you or who are financially dependent on you. **You, your, yours** also means any trust of which **you** are a beneficiary.

**We, us, our** means the insurer, Infiniti Insurance Limited.

**Processing** means processing as defined in the Protection of Personal Information Act, 2013 (“POPI”) and includes any operation or activity or any set of operations concerning personal information including collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use of personal information.

**Damage** means the accidental loss of or physical damage to tangible property insured by this policy.

**Exclusions** means a loss or event that is not covered by your policy and that we will not pay for.

**Stolen (theft)** means when **your** tangible property insured by this policy is taken from **you** by a third party without **your** permission and not given back to **you**, and **you** are not able to find and recover it.

**Accidental breakage** means **damage** caused by something other than theft, malicious damage, fire, lightning, explosion, storm, wind, water, rain, snow, hail or earthquake.

**Injury** means death or bodily injury caused by accidental external physical means.

**Liability** means when **you** become legally liable to pay compensation for **injury** to a **third party**, or **damage** to a **third party's** property.

A **third party** means some-one other than the people noted under the definition of **you** in this policy wording and that are not employed by **you**.

**Buildings** mean the buildings of **your** private home (made of brick, stone or concrete with a slate, tile, concrete, asbestos or metal roof unless we have agreed another construction in writing) and all outbuildings (like private garages, domestic workers quarters and garden sheds) at the address in **your** policy schedule and used by **you** as part of **your** private building.

**Structural alterations** mean alterations to **your building** that involve the removal of any wall or external door or window or any part of the roof or the under-pinning of **your building**.

**Contents** mean **your** household goods and personal belongings, or goods for which **you** are responsible, in **your building** on **your premises**.

**First Amount Payable** means the excess which is the amount that **you** have to pay of a claim that **we** pay.

**Premises** mean the **buildings** and the garden area surrounding the **buildings** at the address in **your** schedule.

**Unoccupied** means that there is no-one on **your premises** with **your** knowledge and permission.

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

**Subsidence** means sinking - the vertical, downward movement of soil and includes settlement, which is a lateral movement.

**Landslip** means the sliding down of a mass of land or soil.

**Heave** means the upward movement of soil supporting the building.

A **cyber incident** means

- i) an unauthorised or malicious act regardless of time and place, or the threat or hoax thereof
- ii) malware or similar mechanisms
- iii) any unintentional or unplanned (wholly or partially) outage of your computer other than outages caused directly by physical loss or damage or physical damage as a result of lightning, theft or powersurge

affecting access to, processing of, use of or operation of any computer or any electronic data by any person or group(s) of persons.

A **computer** means any computer, data processing equipment, microchip, integrated circuit or similar device in computer or noncomputer equipment or any computer software, tools, operating system or any computer hardware, back up facility or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether your property or not.

**Malware or similar mechanism** means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to any Virus, Trojan, worm(s), Logic Bomb(s), denial of service attack or other similar destructive media.

**Communicable/contagious/infectious disease** means any disease which can be transmitted by any means whatsoever from any organism (whether living or not) to another organism.

## General exclusions, exceptions, extensions and provisions that apply to all sections of your policy wording

These General exclusions, exceptions, extensions and provisions apply to all sections of your policy wording unless they are specifically overridden in any section for that section only.

If you comply with the terms and conditions in this policy and pay the premium to us on or before the due date then we will settle your claim for any item that is insured by this policy if it is lost, stolen or damaged by an insured event covered by this policy. It is up to us to decide if we will replace, repair or pay you in cash to settle your claim.

## General exclusions and exceptions

### 1. SASRIA exclusion

We will not pay for

- (A) loss of or damage to property or any liability related to or caused by
  - (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or any activity which is aimed at bringing about any of the above;
  - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
    - (a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which causes the proclamation or maintenance of martial law or state of siege;
    - (b) insurrection, rebellion or revolution;



- (iv) any act (whether on behalf of any organization, body or person or group of persons) aimed at overthrowing or influencing any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- (v) any act which is aimed at bringing about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
- (vi) any attempt to perform any act referred to in clause (iv) or (v) above;
- (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (A) (i), (ii), (iii), (iv), (v) or (vi) above.

If we say that because of clause (A) (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, then you will have to prove that we are wrong for us to pay your claim.

- (B) loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.

## 2. Terrorism exclusion

Regardless of any extensions to this policy, we will not pay for loss of or damage to property or any expense directly or indirectly caused by, arising out of, or in connection with, any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this exclusion an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section of the public.

If we say that because of this exception, loss or damage is not covered by this policy then you must prove us wrong for us to pay your claim.

## 3. Nuclear exclusion

(A) We will not pay for

(i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(ii) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

(B) We will not pay for any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.

#### 4. Total asbestos exclusion

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to any extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

#### 5. Nuclear causes exclusion

This insurance does not cover legal liability, loss, damage, cost or expense (including consequential loss) caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:  
Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.

#### Definitions:

- “Nuclear material”** as defined in Nuclear Materials Act 1975.
- “Nuclear fission”** means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.
- “Nuclear fusion”** means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.

- “Nuclear radiation”** means the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.
- “Nuclear waste”** as defined in Nuclear Materials Act 1975.
- “Nuclear fuels”** means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.
- “Nuclear explosives”** means an explosion involving the release of energy by nuclear fission or fusion or both.
- “Nuclear weapon”** means a nuclear device designed, used or usable for inflicting bodily harm or property damage.

## 6. Computer losses

General exception applying to all sections of this policy insuring damage to property or the consequences of damage to property or any liability.

Regardless of any other extensions to this policy, we will not pay for

- (a) loss or destruction of or damage to any property (including a computer) or any loss or expense;
- (b) any legal liability;
- (c) any consequential loss;

directly or indirectly caused by 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, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or

- (ii) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such data, or
- (iii) to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
- (iv) to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

Special extension to computer losses general exception

- (A) Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake, rain or storm is not excluded.
- (B) This special extension will not insure any loss, destruction, damage or consequential loss if it would not have been insured in the absence of this computer losses general exception and this special extension.

## 7. Cyber incident exclusion

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to any extent contributed to by or in connection with a cyber incident.

For the purposes of this exclusion, any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data will not be considered as physical loss or damage and is therefore, if directly caused by a cyber incident, not covered by this policy.

## **8. Communicable/contagious/infectious disease and epidemic/pandemic exclusion**

We will not pay for any liability, loss, damage, illness, injury, disability or death or any cost or expense directly or indirectly arising out of or contributed to by, or resulting from any communicable / contagious / infectious disease whether transmitted directly or indirectly or any epidemic or pandemic (classified as such by the appropriate national or international body or agency), which leads to the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency and/or any travel advisory or warning being issued by a national or international body or agency or any fear or threat thereof, whether actual or perceived. If we say that because of this exclusion, the loss or damage is not covered by this policy, then you must prove us wrong or we will not pay your claim.

## **9. Sanctions exclusion**

We will not pay a claim or provide any benefit to a party in any country outside the Republic of South Africa if paying the claim or providing the benefit will expose us to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or the German Republic.

## 10. General exclusions

We will not pay for

- (i) any loss, damage, injury or claim that you have agreed to because of a contract that you have entered into or because you have sold a possession and not confirmed with your bank that valid and legal payment has been made before giving the possession to the other person.
- (ii) consequential loss or damage, unless we specifically agree to pay for such loss or damage somewhere else in this policy.
- (iii) property that has been legally taken away from you or confiscated.
- (iv) damage caused by wear and tear, gradual deterioration, depreciation, electrical or mechanical breakdown, rust, corrosion, mildew, rot, rising damp, moth, vermin, insects, dyeing, cleaning or renovating of items.
- (v) any damage that is not sudden and unforeseen or that happens over a period of time.
- (vi) damage caused by your pets of more than the limit in the table of limits attached to your policy schedule.
- (vii) damage caused by powersurge of more than the limit in the table of limits attached to your policy schedule.

### General extensions to cover

#### Claims preparation costs

We extend the cover of each section of this policy to pay costs that you have in preparing your claim and getting together the information and documents that we ask for. We will only pay you up to the limit in the table of limits attached to your policy schedule for any one claim.

## General provisions

### 1. Correct information

You need to always give us true and correct information. We decide whether to give you cover or not and what premium to charge based on the information that you give us so if that information is incorrect or not true and it would have affected any of our decisions, we will not pay your claim.

### 2. Changes after we have given you cover

If any of the information that you gave us changes in any way that would make a claim more likely to occur or would have affected any of our decisions then you must tell us immediately or we will not pay your claim. We may make changes to your policy, including changes to the premium that we charge you or the cover that we give you, by giving you 31 days' notice in writing of the change.

### 3. Other insurance

If you have any other insurance under which you can claim for the same event that you are claiming for under this policy, then we will only pay our portion of the claim and the balance must be claimed from the other insurer. If the item is more specifically insured on another policy then you must claim against the other policy.

### 4. Cancellation

You can cancel this policy or any section of it by giving us notice in writing. If we wish to cancel this policy or any section of it, we must give you 31 days' notice in writing and we must refund you any premium paid in advance for the rest of the insured time.



## 5. Continuing cover

You can choose whether you want to pay us monthly by debit order or annually in advance for the cover that you have taken under this policy. If you pay us monthly then the term of your policy is one month. If you pay us annually then the term of your policy is 12 months.

### (a) If you pay by monthly debit order

You must pay your premium in advance and, if we do not receive it by the due date and you do not pay us during the 15 day grace period after the due date, we will re-submit your debit, and if the outstanding premium is not received when we re-submit your debit, then this policy will be cancelled at midnight on the last day of the period of insurance that you did pay us for. If we re-debit and only one debit is met, the premium that we receive will be used to clear the oldest debt. If you have a claim after your debit has been unpaid and before we re-debit then you will have to pay us the outstanding premium before we can process your claim. If you cancel your debit order to us then your policy will be cancelled at midnight on the last day of the period that you did pay us for and no further debits will be called for. Due date will be the 1st working day of every month or as otherwise agreed in writing.

### (b) If you pay an annual premium

If you pay your premium annually in advance then you must pay us before the due date or within 15 days of the due date for cover to remain in place. If you do not pay us before the due date or within the 15 days after the due date, then your policy will be cancelled from the due date.

If you have a claim in the 15 days after the due date but before you have paid us, then you will have to pay us the outstanding premium before we can process your claim.

Due date will be the 1st day of every annual period of insurance.

We will not have to accept premium given to us except in compliance with the terms above but we may choose to accept premium under other conditions. If we accept premium under conditions other than in compliance with the terms above, then it will be subject to you advising us in writing of any claims that you have outstanding at the time of you giving us the premium.

## 6. Preventing theft or damage

You must take all reasonable steps and precautions to prevent accidents, theft or damage including, but not only, complying with and adhering to all laws, regulations, rules and by-laws that are material to the risk whether the law, regulation, rule or by-law was in force at the date that your policy was issued or enacted at a later date. If you do not comply with this condition and you not complying is material to the claim, we may reject your claim.

## 7. Claims

- (a) If you have a loss which could result in a claim then you must, at your own expense
  - (i) advise us as soon as reasonably possible, but no more than 30 days after the discovery of the event that has led to the claim, and give us details of any other insurance against which you could claim.
  - (ii) if the claim involves theft or a motor accident, report it to the police and do all that you can to help to find the guilty person and recover any stolen property.

- (iii) fill in and send a claim form to us.
  - (iv) give us any proof, information or declarations that we require to help us to pay your claim and immediately send to us any notice of a claim or any communication, writ, summons or other legal process issued or commenced against you in connection with the event resulting in the claim. We may only ask you for information relevant to your claim.
- (b) We will not pay a claim more than 24 months after the event that caused the claim unless the claim is the subject of pending legal action or is a claim in respect of your legal liability to another person.
  - (c) If we do not pay your claim you have 90 days from the date that we reject or avoid your claim to appeal to us in writing and a further 6 months to take legal action against us, or any other period that may be legislated from time to time. If you do not take legal action against us within this period you will lose your right to do so.
  - (d) If any of the property that we paid a claim for is found then you must help us in any way possible to identify the property. We will pay any costs that you have as a result of helping us. If you refuse to help us when we ask you to then you will have to repay us any money that we paid out for the claim.
  - (e) You may not make any statement, admission, offer, promise or payment or give any indemnity to any person without our agreement in writing that you do so.
  - (f) You must be able to prove the ownership and value of any item claimed for. A photograph does not constitute proof of ownership or value of an item.
  - (g) If any of the information that you give to us regarding your claim or the circumstances of your claim is not true or not correct then we will not pay your claim.

## 8. Our rights after an event

- (a) After an event that could or has led to a claim against this policy, we and anyone that we appoint may, without implying or agreeing that we will pay the claim or prejudicing our right to rely on any conditions of this policy,
  - (i) take, enter or keep possession of any damaged property and deal with it in a reasonable manner. This condition allows us to do so. You are not allowed to abandon your property to us even if we have taken it as said here.
  - (ii) take over and conduct in your name the defence or settlement of any claim and prosecute in your name for our benefit. We will be able to negotiate settlement in any way we wish.
- (b) You will, at our expense, help us and allow us to do anything necessary or reasonably needed by us to enforce any rights which would be or have been subrogated to us because we are indemnifying you.
- (c) If there is a claim against you by another person we can choose to pay the limit of indemnity (sum insured) to you and we will then not have to pay any further claim from that event.
- (d) We can, at our option, repair, replace, reinstate or pay you cash for the property lost or damaged. We will never pay you or anyone who replaces or repairs your property more than the sum insured or limit of indemnity for that item or event.

## 9. Fraud

If any claim, or any part of any claim, is fraudulent or if you or anyone else on your behalf uses any fraudulent means or devices to benefit under this policy or if the loss is because of a deliberate act on your part or if you helped anyone to cause the loss then we will not pay your claim and your policy will immediately be cancelled and you will be refunded any premium paid in advance for the rest of the insured time.

## 10. Non-compliance

If you do not comply with any of the terms, conditions or warranties of this policy (including but not limited to security requirements) or if you misrepresent any material information we will not pay your claim. The conditions of this policy apply individually to each of the risks insured so that any breach will result in only the risk that was breached being voided.

## 11. Only you have rights

Only you have rights under this policy. If any other person has a claim against the policy then you must claim on their behalf. Once we have paid you, the claim will be regarded as settled.

## 12. Insurable interest and proof of value

At the time of an event that results in a claim you must be able to prove ownership, or possession in terms of a credit agreement, or a hire-purchase agreement, of the item that you are claiming for, or a financial loss as a result of the event, for us to pay your claim. You must also be able to prove the value of the item claimed for or we will not pay your claim. A photograph does not constitute proof of ownership or value of an item.

## 13. Upfront payment

If there are delays in finalising your claim we can, at our option, pay you an interim amount which we will then subtract from the final amount of the claim paid to or for you. By paying you an interim amount, we will not be agreeing to pay your claim or admitting any liability.

## 14. First amount payable

If a first amount payable applies to a claim then we will pay you less this amount. You can find the first amount payable in each section of your policy schedule.

## 15. Average clause

You need to insure your property for the total cost of replacing it as new. If you insure your property for an amount less than the total replacement cost then we will only pay your claim proportionately. For example if the total replacement cost is R1 000 000 and you insure your property for R500 000, we will only pay 50% of your claim because you will only have paid us 50% of the premium that we would have charged for R1 000 000 of cover.

## 16. Liability under more than one section

You can only claim once under one section for damage, theft or liability even if the damage, theft or liability could be claimed under more than one section. You must claim under the section where it is most specifically insured.

## 17. Meaning of words

Your policy schedule, any endorsements and this policy wording must be read together and any word or expression to which a specific meaning has been given will have that same meaning wherever it is used.

## 18. Sums insured blank

If, in your policy schedule attaching to this policy or in the table of limits attached to your policy schedule, the sum insured, limit of indemnity or compensation is

- (a) left blank or has no monetary amount
- (b) reflected as nil or not applicable or not covered or no indemnity extended

this means that insured event or circumstance shown in your policy schedule is not insured by this policy.

## 19. Use of your personal information

When you enter into this policy you will be giving us your personal information that may be protected by data protection legislation, including but not only, the Protection of Personal Information Act, 2013 (“POPI”). We will take all reasonable steps to protect your personal information.

You authorise us to

- (a) process your personal information to
  - (i) communicate information to you that you ask us for.
  - (ii) provide you with insurance services.
  - (iii) verify the information you have given us against any source or database.
  - (iv) compile non-personal statistical information about you.
- (b) transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, re-insurance and credit control.
- (c) transmit your personal information to any third party service provider, that we may appoint to perform functions relating to your policy on our behalf.

You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.

## 20. Territorial Limits

Unless we state otherwise in any section or sub-section of this policy wording for that section or sub-section only, we will only pay claims if the event that causes the claim happens in the Republic of South Africa, Lesotho, Swaziland, Botswana, Namibia, Zimbabwe, Zambia, Malawi, Angola or Mozambique.

## 21. Repatriation

We will only pay the cost of bringing a motor car or any other property damaged outside of the Republic of South Africa back to the Republic of South Africa up to the amount in the table of limits attached to your policy schedule.

## 22. Jurisdiction

This policy will be subject to the Laws and Statutes that apply in the Republic of South Africa and we will only abide by judgments first delivered by or obtained from a court of competent jurisdiction within the Republic of South Africa.



## Specific Definitions

**Buildings** mean your buildings (made of brick, stone or concrete with a slate, tile, concrete, asbestos or metal roof unless we have agreed another construction in writing) and all private garages and outbuildings, walls, gates (including gate motors and intercom and security systems) and fences (not hedges), and swimming pools (but not the water or portable swimming pools), swimming pool filters, sauna baths, spa baths, hot tubs, sports courts (but not clay, gravel or grass surfaced sports courts), ornamental ponds or fountains, borehole motors, underground pipes and cables, public supply connections, satellite dishes, irrigation systems, solar heating systems, brick, tar or concrete driveways, paths or patio's on the same premises including fixtures and fittings permanently attached to your buildings.

This definition of the word **buildings** overrides the definition of the word **buildings** under the General Definitions section of your policy wording for this section only.

## Cover given

We will pay for damage to your building. In addition we will pay for theft of fixtures and fittings permanently attached to your building.

## Exclusions

1. We will not pay for damage to your building
  - (a) caused by inherent defect, defective workmanship or design, the use of defective materials or if your building is not built in compliance with the National Building Regulations or any applicable municipal by-law that applied at the time that your building was built or altered.
  - (b) while structural alterations are being made to your building unless you advise us within 21 days of the alterations being started. We will not pay for any damage caused by the builders including damage to water pipes. We will not pay for damage that is a direct result of the roof or any part of it, or an outside wall, having been removed.
  - (c) caused by any roots or weeds or by trees being cut down unless they are being cut down by a professional tree feller.
  - (d) caused by storm, wind, water, rain, flood or hail if the damage is to fences or retaining walls unless the retaining wall is built in compliance with the specifications of a practising civil engineer.
  - (e) caused by chipping, scratching, denting or staining.
  - (f) caused by any animal, bird, reptile or insect.
  - (g) caused by subsidence, landslip or heave that is as a result of the soil expanding or contracting as happens with clay and similar types of soil, normal settlement, shrinkage or expansion of your building or damage as a result of compaction or infill or faulty design or construction or by excavation near or under your building. It is your responsibility to prove that the damage was not caused by subsidence, landslip or heave.

- (h) caused by subsidence, landslip or heave if the damage is to drains, water courses, swimming pools, tennis courts, boundary walls, retaining walls, posts or fences of any kind, or damage caused by the removal or weakening of support to any building or workmen making any structural alterations, additions or repairs to any building. It is your responsibility to prove that the damage was not caused by subsidence, landslip or heave.
  - (i) caused directly or indirectly by any workmen stopping or not completing any work on your premises.
  - (j) caused by water if your building is unoccupied for more than 60 consecutive days unless we have agreed in writing that we will give you the cover.
2. We will not pay for theft of fixtures and fittings
- (a) if your building is unoccupied for more than 60 consecutive days unless we have agreed in writing that we will give you the cover.
  - (b) if someone that you allow to stay in your building or a tenant steals from you.
  - (c) while structural alterations are being made to your building unless you advise us within 21 days of the alterations being started and unless the theft follows the use of force or violence.

## Extensions to cover

### 1. If your building value increases

This section covers alterations, additions or improvements to your building insured to a maximum of the percentage in the table of limits attached to your policy schedule of the sum insured on condition that you advise us of the alterations as soon as possible and pay any additional premium required. We will not pay more than the sum insured.

## 2. Professional and other rebuilding costs

We will pay the cost of

- (a) demolishing your building, removing debris from the site and putting up hoardings needed for building operations
- (b) architects', quantity surveyors' and consulting engineers' fees
- (c) local authorities' scrutiny fees

as long as the cost of these is not more than the percentage in the table of limits attached to your policy schedule of the sum insured on your building and as long as we have agreed the quotes in writing before any work is done. At no time will we pay more than the sum insured in total for any one event.

## 3. Cost of putting out a fire

We will pay the reasonable costs, that you are legally liable for, of putting out a fire on your premises.

## 4. Special alterations

We will pay up to the limit in the table of limits attached to your policy schedule for the reasonable cost of essential alterations or adaptations to your buildings needed because you have become permanently, physically disabled by a sudden and unforeseen accident during the period of insurance.

## 5. Loss of rent

If you or your tenants cannot continue to live in your building because of any event that we pay a claim for, we will pay up to the percentage in the table of limits attached to your policy schedule of the sum insured for loss of rent or for other accommodation. The amount paid will be based on the length of time needed to rebuild your building and the annual rent of your building unfurnished or what it would cost to rent a similar building. We will only pay you or someone on your behalf once you have incurred the cost of the rental.

## 6. Cover during property transfer

If you buy a new building and take occupation before it is transferred into your name, you will be able to claim for cover to that building under this section of the policy from the time of signature of a deed of sale until transfer into your name by the deeds office as long as the building is not insured on any other insurance policy and you have advised us of the additional property and we have agreed to give you the cover. If the building is unoccupied at the time of the damage happening then we will not pay your claim.

## 7. Metered water

We will pay for metered water charges that you are legally liable to pay for as a direct result of breaks or bursts in the water mains system up to the limit in the table of limits attached to your policy schedule or the amount by which the quarterly reading is more than the average of the previous four quarters whichever is the lesser amount.

## 8. Leak detection and repair

We will pay up to the limit in the table of limits attached to your policy schedule for finding and repairing a water, gas or oil leak from permanent internal pipes in your building that are likely to cause damage to your building.

## 9. Re-landscaping of gardens and removing fallen trees

We will pay for the cost of re-landscaping your garden and removing fallen trees up to the limit in the table of limits attached to your policy schedule after a claim under this section of the policy as long as you can prove that the damage to the garden was as a direct result of the same event as the claim we have agreed to pay.

## 10. Monthly sum insured increase

The sum insured (but not the sum insured on any extension to cover) will be automatically increased each month by 0,9%. At your policy anniversary or renewal date, the new sum insured will be shown on your policy schedule and the premium will be charged for the new insurance period. You are however still responsible for making sure that the sum insured is correct.

## 11. Temporary repairs after a loss

After damage to your building you may, to prevent more damage or theft, make temporary repairs and take any measures necessary (including employing watchmen) to keep your property safe up to the limit in the table of limits attached to your policy schedule.

## 12. Emergency accommodation

We will pay reasonable costs of emergency accommodation for you, any domestic helper who normally has accommodation on your premises, and your pets, while your building cannot be lived in until other accommodation can be arranged up to the limit in the table of limits attached to your policy schedule.

## 13. Damage caused by wild animals

We will pay for damage to your building caused by wild animals not owned by you. We will not pay a claim under this extension if your building has been unoccupied for more than 60 consecutive days. We will not pay more than the limit in the table of limits attached to your policy schedule.

## 14. Electrical or mechanical breakdown

Notwithstanding General exclusion 10 (iv), we will pay for electrical or mechanical breakdown of your buildings. We will only pay up to the limit in the table of limits attached to your policy schedule per event.

## 15. Geyser maintenance

We will pay for damage to or the non-functioning of the geyser's element or non-return valve caused by rust, decay, gradual deterioration or wear and tear up to the limit in the table of limits attached to your policy schedule. We will not pay for any item forming part of the geyser and attachments that could be paid for by a guarantee or similar agreement.

### Provisions

#### 1. Rebuilding after a loss

You may choose to rebuild your building on the same site (or on another site and as you wish to build it as long as we do not have to pay any more than we would have paid) as close as possible to what it was like when new as long as the rebuilding is started within 6 months of the date of the damage happening and finished in a reasonable period of time. We will not pay any more than we would have paid if this condition were not in the policy wording. We will not pay for any expenses that you have not already incurred.

#### 2. Average

The Average clause in the General Section of your policy wording applies to this section of your policy.

#### 3. If your building is mortgaged

The rights of anyone who holds a mortgage on your building will not be prejudiced by any act or omission on your part if they are not aware of the act or omission. They must advise us as soon as they become aware of it and any additional premium due from

the date that our risk was increased must be paid. If the mortgage holder is noted in your policy schedule then we will pay any outstanding amount owing to them first and the balance will be paid to you. You will then have no further claim against us.

## Additional cover that you may choose to take

### 1. Subsidence, landslip and heave – Full cover (if stated in your policy schedule to apply)

We will pay for damage to your building caused by subsidence, landslip or heave.

This extension does not cover

1. damage to drains, water courses, swimming pools, tennis courts, boundary walls, garden walls, retaining walls, gates, posts or fences.
2. damage caused by
  - (a) faulty design or construction of, or the removal or weakening of support, to any building.
  - (b) workmen making any structural alterations, additions or repairs to any building.
  - (c) excavation on or under land other than excavations in the course of mining operations.
3. consequential loss of any kind whatsoever except loss of rent if this is specifically insured under this section.



## **2. Green building cost cover (if stated in your policy schedule to apply)**

We will pay an extra amount up to the limit in the table of limits attached to your policy schedule for your building to be repaired using building products that we determine meet the industry recognised green standard for that product category attributed to either or both of the following:

- (a) use of less energy, water or natural resources.
- (b) creation of less waste.

## **3. Excess waiver - applicable only to the first first amount payable in any 12 month period of insurance (if stated in your policy schedule to apply)**

If there is a claim under the building section of your policy, you will not have to pay the basic first amount payable for that claim. You will still have to pay all additional first amounts payable, where applicable.

## Cover given

We will pay for damage to or theft of your contents.

## Exclusions

1. We will not pay for damage to or theft of your contents
  - (a) while structural alterations are being made to your building unless you advise us within 21 days of the alterations being started. We will not pay for any damage caused by the builders, or for theft of your contents, unless there are visible signs of forcible or violent entry into your building. We will not pay for damage or theft that is a direct result of the roof or any part of it, or an outside wall, or any window or door to the outside having been removed.
  - (b) caused directly or indirectly by any workmen stopping or not completing any work on your premises.
  - (c) that are money or currency, including Mandela coins, Kruger rands and similar coins of more than the limit in the table of limits attached to your policy schedule.
  - (d) that are motor cars, trailers, caravans, water craft or aircraft or their accessories, or livestock.
  - (e) that are uncut precious or semi-precious stones.
  - (f) of more than 30% of the sum insured for precious metals and stones, jewellery and furs.
  - (g) of more than 30% of the sum insured for paintings, sculptures and other collectables.
  - (h) if your contents are unlicensed fire arms or guns or are fire arms or guns that are not stored in compliance with the law. We will not pay for damage to firearms or guns caused by internal explosion, mechanical defects, rust or corrosion.

2. We will not pay for damage to your contents
  - (a) as a result of any process involving the use of water except for putting out a fire.
  - (b) caused by chipping, scratching, denting or staining.
  - (c) caused by any animal, bird, reptile or insect.
  - (d) caused by any process of dyeing, cleaning or renovating or by light or atmospheric conditions.
  - (e) caused by subsidence, landslip or heave.
  - (f) caused by water if your building is unoccupied for more than 60 consecutive days unless we have agreed in writing that we will give you the cover.
  
3. We will not pay for theft of your contents
  - (a) if your building is unoccupied for more than 60 consecutive days unless we have agreed in writing that we will give you the cover.
  - (b) if someone that you allow to stay in your building, or that you let your building to, steals from you.
  - (c) of more than the limit in the table of limits attached to your policy schedule if your contents are stolen from any outbuilding or garage that is not alarmed and linked to armed response and there is no use of force or violence.
  - (d) from any motor car, caravan, trailer or watercraft when left unattended unless the theft follows visible forcible or violent entry or unless the theft is immediately after an accident. We will not pay your claim unless the items stolen were in the fully enclosed portion of the motor car, caravan, trailer or watercraft and not able to be seen from the outside.
  
4. We will not pay for accidental breakage
  - (a) of musical instruments caused by the breaking of reeds, skins or strings.

- (b) of audio tapes, cassettes or compact discs.
  - (c) of glass that is not part of an item of furniture or glassware or other brittle items unless caused by attempted theft.
  - (d) of sporting equipment while in use unless you have specified the equipment under the All Risks Section of your policy.
  - (e) of paintings or artwork unless caused by attempted theft.
  - (f) as a result of the over winding of clocks or other mechanical apparatus.
5. We will not pay for damage to any computer or electronic equipment
- (a) caused by development of poor contacts or scratching of painted or polished surfaces.
  - (b) of more than the value at the time of loss of parts that have a short life like (but not limited to) x-ray tubes, bulbs, valves, fuses or contacts. We will not pay the new replacement value of these parts.
  - (c) arising directly or indirectly out of or in connection with the action of any computer virus, Trojan or worm(s) or other destructive media or caused by the data being accidentally deleted.

## Extensions to cover

### 1. Contents while you are on holiday

We will pay up to the limit in the table of limits attached to your policy schedule for contents that belong to you that are in accommodation that you have rented for a holiday period or at a hotel that you are temporarily staying in.

## **2. Contents at boarding school, college, university, a nursing home, hospital or residential care home**

We will pay up to the limit in the table of limits attached to your policy schedule for contents that belong to you while they are at a boarding school, college, university or in other student accommodation or at a nursing home, hospital or residential care home.

## **3. Contents at work**

We will pay up to the limit in the table of limits attached to your policy schedule for contents that belong to you while they are at your place of employment.

## **4. Contents in for repair or cleaning**

We will pay up to the limit in the table of limits attached to your policy schedule for contents that belong to you while they are at any place of repair or are in for cleaning.

## **5. Domestic helper's property**

We will pay you for loss of or damage to household goods or personal effects (but not for money or currency) in the building on your premises belonging to your domestic helper if these are damaged or stolen. We will only pay up to the limit in the table of limits attached to your policy schedule. We will not pay for theft unless there is forcible or violent entry into the building.

## **6. Guest's property**

We will pay for property belonging to your guests up to the limit in the table of limits attached to your policy schedule if their property (but not money or currency) that is not insured on another policy is damaged or stolen while in your building on your premises.

## 7. Business run from your premises

We extend your policy to allow you to run a business from your premises as long as

- (a) the business is not one that manufactures anything other than if it is a dressmaking business.
- (b) no more than 20% of the floor space of your building is used for the business.

We will pay for loss of or damage to stock in trade and office equipment (including computer equipment, programs and the reinstatement of data on the computer equipment) by an insured event under this section of the policy up to the limit in the table of limits attached to your policy schedule.

We will not pay more than the contents sum insured in total per event. We will accept your financial interest in the business as insurable interest. The average clause in the General Section of your policy wording applies to this extension.

## 8. Contents outside on your premises

We will pay up to the limit in the table of limits attached to your policy schedule for damage to or theft of your contents while they are outside on your premises provided that they are items that are designed and made to be outside.

## 9. Washing on the wash-line

We will pay up to the limit in the table of limits attached to your policy schedule for damage to or theft of washing on the wash-line on your premises.

## 10. Metered water

We will pay for metered water charges that you are legally liable to pay for as a direct result of breaks or bursts in the water mains system up to the limit in the table of limits attached to your policy schedule or the amount by which the quarterly reading is more than the average of the previous four quarters whichever is the lesser amount.

## 11. Leak detection and repair

We will pay up to the limit in the table of limits attached to your policy schedule for finding and repairing a water, gas or oil leak from permanent internal pipes in your building that are likely to cause damage to your contents.

## 12. Re-landscaping of gardens and removing fallen trees

We will pay for the cost of re-landscaping your garden and removing fallen trees up to the limit in the table of limits attached to your policy schedule after a claim under this section of the policy as long as you can prove that the damage to the garden was as a direct result of the same event as the claim we have agreed to pay.

## 13. Your contents in transit

We will pay up to the limit in the table of limits attached to your policy schedule for damage to your contents caused by

- (a) fire, lightning, explosion, collision or overturning of the motor car
- (b) theft or attempted theft, but if the motor car is unattended at the time of the loss, then we will not pay your claim unless there is visible forcible or violent entry into the motor car,

while your contents are being taken from the shop at which they were bought or a place of repair or renovation to or from your building or when you are going on holiday.

## 14. Contents being moved by a removal company

We will pay for damage to your contents caused by

- (a) fire, lightning, explosion, collision or overturning of the removal vehicle
- (b) theft or attempted theft but if the removal vehicle is unattended at the time of the loss, then we will not pay your claim unless there is visible forcible or violent entry into the removal vehicle

while your contents are being moved by a removals company because you are moving home. We must approve the removal company to be used in advance.

## 15. Removal of debris after a claim

We will pay the costs of removing debris up to the limit in the table of limits attached to your policy schedule from your property after a claim.

## 16. Credit/Debit cards

We will pay up to the limit in the table of limits attached to your policy schedule if your credit or debit card is stolen and used without your permission. We will pay your claim only if you report the loss or theft of your card to the police and the company that issued the card.

## 17. Fridge or deep freeze contents

We will pay for the deterioration of foodstuffs in your fridge or deep freeze on your premises up to the limit in the table of limits attached to your policy schedule as a result of breakdown, accidental damage or failure of power supply but not the deliberate withholding of power by any authority.



## 18. Loss of documents

We will pay for damage to or theft of your personal documents up to the limit in the table of limits attached to your policy schedule. We will only pay for the value of materials and the cost of labour in reproducing the documents or getting duplicates and not for the value to you of the contents of the documents or any consequential loss or damages.

## 19. Vet's fees

We will pay up to the limit in the table of limits attached to your policy schedule for vet's fees that you have paid because of an injury to your pet caused by a motor car.

## 20. Pest control

We will pay up to the limit in the table of limits attached to your policy schedule for you to employ a pest control expert to get rid of pests in your building on your premises as long as the pests are a risk to your health, or can lead to loss of or damage to your building or contents other than edible contents, or the infestation is so bad that we believe it is impossible for you to continue to live in your building. We will not pay a claim under this extension if your building has been unoccupied for more than 60 consecutive days. We will not pay for damage caused by the pests. We will not pay more than one claim in any 36 month period.

## 21. Locks and keys

We will pay you up to the limit in the table of limits attached to your policy schedule for the cost of replacing cardkeys, remote controls, keys and locks or repairing locks of your building following theft or attempted theft or the accidental loss of keys.

## 22. Rent and other accommodation

If your building cannot be lived in because of damage that we agree to pay for, we will pay

- (a) rent that you would normally pay,
- (b) the cost, with our permission, of renting a building for you and your domestic helpers who normally have accommodation on your premises and your pets,

but only for as long as it is necessary for the buildings to be rebuilt and only up to the percentage of your contents sum insured in the table of limits attached to your policy schedule.

## 23. Additional costs after damage

After damage that will result in a claim

- (a) you may, to prevent further damage, make temporary repairs and take any measures necessary (including employing watchmen) to keep your property safe up to the limit in the table of limits attached to your policy schedule.
- (b) you may arrange emergency accommodation while the building cannot be lived in until other accommodation can be arranged up to the limit in the table of limits attached to your policy schedule.
- (c) we will pay the cost of storage, including transporting to the place of storage, of your contents if that is necessary to keep them safe. We will only pay up to the limit in the table of limits attached to your policy schedule.

## 24. Cost of putting out a fire

We will pay the reasonable costs, that you are legally liable for, of putting out a fire on your premises.

## **25. Injury causing death**

We will pay the limit stated in the table of limits attached to your policy schedule if you are injured and die within 12 months of the day on which you are injured if the injury occurs on your premises and is caused by an accident.

## **26. Golfer's hole in one**

We will pay the limit in the table of limits attached to your policy schedule if you score a hole-in-one playing in an amateur game of golf in terms of the rules at any recognised golf club. You need to give us a signed and completed score card as proof of the hole in one.

## **27. Bowler's full house**

We will pay the limit in the table of limits attached to your policy schedule if you are part of a rink (team of four) which, playing as amateurs, scores a full house (that is all eight bowls to count) in a game of bowls in any competition played in terms of the rules of the South African Bowling Association, at any recognised bowling club. You need to give us a signed and completed score card as proof of the full house.

## **28. Reinstatement of data or programs on your computer**

We will pay up to the limit in the table of limits attached to your policy schedule for all costs and expenses to recompile the data and reinstate any programs on your computer lost as a result of an accident provided that you can prove to us that the costs and expenses are not caused by program errors, viruses, incorrect entry or because the data has been cancelled, deleted or corrupted by mistake.

## 29. Software and programs

We will pay up to the limit in the table of limits attached to your policy schedule for software for your repaired or replaced computer.

## 30. Monthly sum insured increase

The sum insured (but not the sum insured on any extension to cover) will be automatically increased each month by 0,9%. At your policy anniversary or renewal date, the new sum insured will be shown on your policy schedule and the premium will be charged for the new insurance period. You are however still responsible for making sure that the sum insured is correct.

## 31. Seasonal sum insured increase

The sum insured of your contents (but not the sum insured on any clause or extension) will be automatically increased by the limit stated in the table of limits attached to your policy schedule for the period from 15 December to 15 January.

## 32. Electrical or mechanical breakdown

Notwithstanding General exclusion 10 (iv), we will pay for electrical or mechanical breakdown of your contents. We will only pay up to the limit in the table of limits attached to your policy schedule per event.

## Provisions

### 1. Locked safe warranty

If the value of any item of jewellery or a watch is more than the limit in the table of limits attached to your policy schedule we will not pay a theft claim unless the jewellery or watch is kept in a locked safe securely bolted to the floor or wall of your building when you are not on your premises.

## 2. Jewellery certificate

If the value of any item of jewellery or a watch is more than the limit in the table of limits attached to your policy schedule, we will not pay a claim unless you have a certificate confirming the value of the piece of jewellery or watch. The certificate must have been given to you before the damage or theft happened and must have been given by a registered jeweller or gemmologist.

## 3. Basis of indemnity

If you have a claim under this section of your policy the amount that we pay you or anyone on your behalf for the property damaged or stolen will be calculated without any allowance or deduction for depreciation. We will pay the replacement value of the items damaged or stolen but we will not pay you or anyone on your behalf more than the sum insured.

We retain the right to repair or replace property damaged or stolen instead of paying you its value.

## 4. Average

The Average clause in the General Section of your policy wording applies to this section of your policy.

## 5. Pairs and sets

Where an item that is damaged or stolen is part of a pair or set we will not pay for more than the value of the part that is damaged or stolen. We will not take into account the value that the item has as part of a pair or set.

## 6. Stamp and coin collections

- (a) We will only pay a claim if one or more complete pages of a stamp collection are lost or damaged.
- (b) We will not pay more than  $\frac{2}{3}$  of the value shown in any current recognised stamp or coin catalogue for any one stamp or coin.
- (c) We will not pay for current coins.

## 7. Burglar alarm warranty (if stated in your policy schedule to apply)

We will not pay a claim for theft or attempted theft of your contents unless the building is protected by a burglar alarm that is

- (a) kept fully operational at all times.
- (b) linked to a 24 hour control centre with an armed response unit.
- (c) armed whenever your premises are unoccupied.

## 8. Burglar bar warranty (if stated in your policy schedule to apply)

We will not pay a claim for theft or attempted theft of your contents unless all opening windows on your building are protected by burglar bars.

## 9. Security gate warranty (if stated in your policy schedule to apply)

We will not pay a claim for theft or attempted theft of your contents unless all doors that lead to the outside of your building are protected by security gates. The security gates must be locked when the premises are unoccupied.

## Additional cover that you may choose to take

### 1. Subsidence, landslip and heave – Full cover (if stated in your policy schedule to apply)

We will pay for damage to your contents caused by subsidence, landslip or heave. This extension does not cover

1. damage caused by
  - (a) faulty design or construction of, or the removal or weakening of support, to any building.
  - (b) workmen making any structural alterations, additions or repairs to any building.
  - (c) excavation on or under land other than excavations in the course of mining operations.
2. consequential loss of any kind whatsoever except loss of rent if this is specifically insured under this section.

### 2. Contents while you are on holiday - extended cover (if stated in our policy schedule to apply)

Extension 1. Contents while you are on holiday on page 32 of your policy wording is deleted in its entirety and replaced with the following:

We will pay up to 10% of your contents sum insured or the amount stated in your policy schedule for this extended cover, whichever is the lesser, for contents that belong to you that are in accommodation that you have rented for a holiday period or at a hotel that you are temporarily staying in. We will not pay for items that have been stolen unless there is forcible or violent entry into the building or the hotel room.

**3. Contents at boarding school, college, university, a nursing home, hospital or residential care home - extended cover (if stated in your policy schedule to apply)**

Extension 2. Contents at boarding school, college, university, a nursing home, hospital or residential care home on page 33 of your policy wording is deleted in its entirety and replaced with the following:

We will pay up to 10% of your contents sum insured or the amount stated in your policy schedule for this extended cover, whichever is the lesser, for contents that belong to you while they are at a boarding school, college, university or in other student accommodation or at a nursing home, hospital or residential care home. We will not pay for theft unless there is forcible or violent entry into the building or into your room.

**4. Contents at work - extended cover (if stated in your policy schedule to apply)**

Extension 3. Contents at work on page 33 of your policy wording is deleted in its entirety and replaced with the following:

We will pay up to 10% of your contents sum insured or the amount stated in your policy schedule for this extended cover, whichever is the lesser, for contents that belong to you while they are at your place of employment. We will not pay for theft unless there is forcible or violent entry into the building.

**5. Contents in for repair or cleaning - extended cover (if stated in your policy schedule to apply)**

Extension 4. Contents in for repair or cleaning on page 33 of your policy wording is deleted in its entirety and replaced with the following:

We will pay up to 10% of your contents sum insured or the amount stated in your policy schedule for this extended cover, whichever is the lesser, for contents that belong to you while they are at any place of repair or are in for cleaning. We will not pay for theft unless there is forcible or violent entry into the building.



## 6. Excess waiver - applicable only to the first first amount payable in any 12 month period of insurance (if stated in your policy schedule to apply)

If there is a claim under the contents section of your policy, you will not have to pay the basic first amount payable for that claim. You will still have to pay all additional first amounts payable, where applicable.

### Limited cover

#### 1. Theft exclusion (if stated in your policy schedule to apply)

We will not pay for any claims for theft or attempted theft.

#### 2. Fire and perils cover only (if stated in your policy schedule to apply)

We will only pay for damage to your contents caused by

- (a) fire, lightning or explosion.
- (b) storm, wind, rain, hail, water or snow but not damage to items in the open or as a result of any process involving the use of water except in putting out a fire.
- (c) earthquake.

Extensions to cover 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 13(b), 14(b), 16, 17, 19, 20, 21, 25, 26, 27, 28, 29 and 32 are deleted.

#### 3. Theft only with forcible and violent entry (if stated in your policy schedule to apply)

We will not pay a theft claim unless there is visible forcible or violent entry into or out of your building.

## Cover given

We will pay for damage to or theft of items belonging to you

1. being clothing and any item worn or carried by you, including sports equipment, of up to the sum insured in your policy schedule for unspecified all risks
2. specified in your policy schedule

regardless of where in the world the damage or theft happens.

## Limitation for unspecified all risks

We will only pay up to 25% of the sum insured for any one item and we will not pay more than the sum insured in your policy schedule for any one event.

## Exclusions

We will not pay for

1. damage to or loss, theft or disappearance of
  - (a) uncut precious or semi-precious stones, Mandela Coins or Kruger Rands unless they are part of an article of jewellery.
  - (b) any stamp collection unless one or more complete pages are lost, stolen or damaged and we will only pay  $\frac{2}{3}$  of the value shown in any current recognised stamp catalogue for any stamp.
  - (c) current coins even if they are part of a coin collection and we will only pay  $\frac{2}{3}$  of the value shown in any current recognised coin catalogue for any coin.

- (d) any unspecified item used for your business or commercial purposes unless we agree otherwise in writing.
  - (e) firearms or guns unless stored in a gun-safe when not in use and unless you have a valid license to keep the firearm or gun. We will not pay for damage to firearms or guns caused by rust, corrosion, mechanical defects or internal explosion.
  - (f) bicycles of more than the limit in the table of limits attached to your policy schedule unless they are specified in your policy schedule.
  - (g) cellular telephones or portable computer equipment of more than the limit in the table of limits attached to your policy schedule unless they are specified in your policy schedule.
2. the cost of reproducing sound, data and images on tapes, records, film or magnetic media.
  3. mechanical, electrical or electronic breakdown of any property.
  4. more than the sum insured or the value of the item at the time of the claim whichever is the lesser amount. You will have to give us satisfactory proof of the value of the item.
  5. loss, disappearance or theft of any property from any motor car, caravan, trailer or watercraft when left unattended unless the loss, disappearance or theft follows visible forcible or violent entry or unless the theft is immediately after an accident. We will not pay your claim unless the items stolen were in the fully enclosed portion of the motor car, caravan, trailer or water craft and not able to be seen from the outside.
  6. more than the value of the parts lost, stolen or damaged where an item lost, stolen or damaged is part of a pair or set.

7. loss, damage or breakage that could be paid for by a guarantee, service contract or similar agreement.
8. damage to any electronic equipment caused directly or indirectly by any computer virus, Trojan or worm(s) or other destructive media or for data being accidentally deleted.
9. accidental damage to sporting equipment while in use unless you have specified the equipment in your policy schedule.

## Extensions to cover

### 1. Reinstatement of data or programs on your computer

We will pay up to the limit in the table of limits attached to your policy schedule for all costs and expenses to recompile the data and reinstate any programs on your computer lost as a result of an accident provided that you can prove to us that the costs and expenses were not caused by program errors, viruses, incorrect entry or because the data had been cancelled, deleted or corrupted by mistake.

### 2. Software and programs

We will pay up to the limit in the table of limits attached to your policy schedule for software for your repaired or replaced computer.

### 3. Theft from a motor car following jamming

We will pay up to the limit in the table of limits attached to your policy schedule for any one event, but only once in any one 12 month period of insurance, if a specified or unspecified item is stolen from a motor car following the use of a jamming device although there are no visible signs of forcible entry into the motor car. We may request proof that a jamming device was used before paying your claim.

## Provisions

### 1. Safety deposit

If it is stated in your policy schedule that an item is kept in a bank safety deposit box, we will pay your claim only if the item is damaged while it is in the safety deposit box or stolen from the safety deposit box. If you are going to take the item out of the bank safety deposit box, even temporarily, then you must advise us in advance so that we can change your cover or we will not pay your claim.

### 2. Territorial limits

The territorial limits of this section of your policy are anywhere in the world.

### 3. Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

### 4. Bicycles

If your bicycle is left unattended away from your premises, we will not pay your claim for theft unless it was attached by a lock to a permanently fixed structure or locked to a motor car.

### 5. Jewellery certificate (if stated in your policy schedule to apply)

We will not pay your claim for any item of jewellery of more than the limit in the table of limits attached to your policy schedule unless you have a certificate confirming the value of the piece of jewellery or watch. The certificate must have been given to you before the date on which the damage or theft occurred and must have been given by a registered jeweller or gemmologist.

**6. Burglar alarm warranty (if stated in your policy schedule to apply and applying to theft from your premises only)**

We will not pay a claim for theft or attempted theft unless your building is protected by a burglar alarm that is

- (a) kept fully operational at all times.
- (b) linked to a 24 hour control centre with an armed response unit.
- (c) armed whenever your premises are unoccupied.

**7. Burglar bar warranty (if stated in your policy schedule to apply and applying to theft from your premises only)**

We will not pay a claim for theft or attempted theft unless all opening windows on your building are protected by burglar bars

**8. Security gate warranty (if stated in your policy schedule to apply and applying to theft from your premises only)**

We will not pay a claim for theft or attempted theft unless all doors that lead to the outside of your building are protected by security gates. The security gates must be locked when your premises are unoccupied.

**9. Locked safe warranty (if stated in your policy schedule to apply and applying to theft from your premises only)**

If the value of any item of jewellery or a watch is more than the limit in the table of limits attached to your policy schedule we will not pay a theft claim unless the jewellery or watch is kept in a locked safe securely bolted to the floor or wall of your building when you are not on your premises.

## Specific Definitions

**Motor car** means

- (a) motor cars, light delivery vehicles, 4X4 vehicles, minibuses and similar motor vehicles with a gross motor car mass of 3500kg or less and with seating for at the most 12 people including the driver
- (b) golf carts
- (c) caravans and trailers (including permanent fixtures and fittings) that are designed to be towed by a towing motor car

that **you** own or hire or lease under a financing or hire-purchase agreement, including any motor car that **you** use temporarily while **your** motor car is in for repair or service. The value of the replacement motor car may not be more than the sum insured in **your** policy schedule.

**Retail value** means the retail value obtained from a recognised independent source that establishes vehicle values from the motor industry for the month in which the **damage** occurred.

**Agreed value** means the value noted in **your** policy schedule which has been substantiated to us and agreed by us.

**Written off** means that **your motor car** is damaged and the assessed cost of repairs is more than 70% of the current **retail value** including tax.

A member of **your household** means **you**, **your** life partner and any members of **your** or their family that reside with **you** or any person that has resided with **you** for a period in excess of 90 days.

## How you may use your motor car (Description of Use)

You may use your motor car for social, domestic, pleasure, business and professional purposes, **but not** carrying of goods for business purposes, hiring or carrying of passengers for hire or reward or carrying of fare-paying passengers, commercial travelling, driving instruction for reward, racing, speed or other contests, rallies, trials, use on a racetrack whether an organised event or not, use on airport property anywhere other than in the parking or drop-off zone, use in the underground workings of any mine, or any purpose in connection with the motor trade except when in for repairs, service or overhaul.

## Cover given

We will pay for

### **1. repair or replacement of your motor car if it is stolen or damaged (Comprehensive cover).**

If within 2 years of you buying your motor car new, it is stolen and not recovered, or is written off, we will either replace your motor car with a new one, or pay you the current purchase price of a new motor car of the same or a similar model or the sum insured in your policy schedule, whichever is the lesser, less the first amount payable. If your motor car is older than 2 years, then we will pay you the retail value or sum insured in your policy schedule whichever is the lesser, less the first amount payable. We will not pay more than the sum insured in your policy schedule.



## 2. third party liability.

Third Party Liability is an amount that you become legally liable to pay directly as a result of the use or your ownership of your motor car in respect of accidental death of or injury to any person or accidental damage to property. We will only pay for costs and expenses that we have agreed in writing to pay including the cost of representation at an inquest or post mortem or for defence against criminal proceedings in a court of law. It is our choice how much we will pay for any cost or expense.

We will not pay more than the limit of indemnity in the table of limits attached to your policy schedule for any one event.

### Exclusions

We will not pay for

1. depreciation in value even if it is as a result of repairs after a claim, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages.
2. damage to tyres caused by braking or road punctures, or cuts or bursts from any cause other than malicious damage or unless as part of a claim for accident damage to your motor car.
3. damage to the suspension or shock absorbers caused by uneven road surfaces unless as part of a claim for accident damage to your motor car.
4. detention, confiscation or requisition by customs or other officials or authorities.

5. injury to any passenger in or on a trailer or caravan or the unenclosed section of a light delivery motor vehicle (bakkie) or on the pillion of a motorbike, scooter, golf cart, three-wheeled bike or quad bike.
6. any compensation payable by any motor vehicle insurance legislation.
7. any claim because of a contract that you have entered into unless you would have been liable even if you had not entered into the contract.
8. liability as a result of seepage, pollution or environmental impairment unless the seepage or pollution is sudden and unforeseen.
9. death of or injury to any member of your household, an employee of yours or a co-insured, or who was at the time of the occurrence giving rise to a claim a member of your household, an employee or a co-insured.
10. any claim as a result of an event happening while your motor car is being driven or used
  - (a) other than in accordance with the description of use.
  - (b) by you or any person with your permission and knowledge who is not licensed to drive your motor car in terms of legislation applying to the territory in which your motor car is being used. If a licence is subject to renewal the driver must have held and not be disqualified from holding or obtaining such a licence. If your motor car is being driven by a learner driver who is obeying the laws that relate to learner drivers, then they will be regarded as being licensed to drive your motor car.

- (c) by you or any person with your permission and knowledge who is under the influence of intoxicating liquor or drugs or if the concentration of alcohol in your or their blood or breath is more than the statutory limit, however it is measured.
  - (d) to transport toxic waste, medical waste, explosives or hazardous goods except in compliance with the SABS standard specifications incorporated in chapter VIII of the National Road Traffic Act 93/1996 covering Dangerous Goods.
  - (e) to carry any load or passengers more than the capacity that the motor car is constructed or licensed to carry.
11. any claim caused by your motor car being in a condition that does not comply with the provisions and regulations of The Road Traffic Act of the Republic of South Africa or any similar legislation that applies in the area that you are driving your motor car in.
  12. any claim if your motor car is reported stolen and then recovered and you refuse to lay a theft charge with the police or withdraw the theft charge.
  13. liability to third parties if your motor car is on a public road and it is not registered or licensed to be on a public road.
  14. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

## Extensions to cover

### 1. Third party liability while you are driving a motor car not owned or leased by you

We will pay for damage to third party property or injury to any person caused by you using or driving a motor car that you do not own and have not leased or hired under a financing or hire-purchase agreement that is not insured on any other insurance policy if there is a claim against you from a third party and you are found to be legally liable. We will not pay for damage to the motor car that you were driving.

### 2. Other drivers

We will pay for damage to your motor car and any third party claim against you for which you are found to be legally liable while your motor car is being used or driven by any person with your permission as long as that person is not able to claim from any other insurance policy, observes the terms of this policy as far as they can apply, and has not been refused any motor car insurance by ourselves or any other insurer.

### 3. Damage while towing

We will pay for damage while you are towing another motor car, (as well as liability in connection with the towed motor car), but not if you are towing the other motor car for reward. We will not pay for damage to the towed motor car, unless it is insured separately on this policy or for property in or on the towed motor car.

### 4. Removing your motor car after an accident

We will pay the reasonable cost of recovering and protecting your motor car and removing the debris and wreckage of your motor car to the nearest repairer after an event for which cover is given by this policy.

## 5. Delivery after repair

We will pay the reasonable cost of delivery of your repaired motor car to you at your permanent address in the Republic of South Africa after repair.

## 6. Injury causing death

We will pay the limit stated in the table of limits attached to your policy schedule if you are injured and die within 12 months of the day on which you are injured if the injury occurs as a result of a motor accident.

## 7. Locks and keys

We will pay you for costs necessarily and reasonably paid by you to repair or replace the locks on your motor car or replace the keys to your motor car after loss of or damage to locks or loss of the keys (including cardkeys and remote control devices) for your motor car up to the limit in the table of limits attached to your policy schedule.

## 8. Tools, spare parts and travel accessories

We will pay up to the limit in the table of limits attached to your policy schedule for loss of or damage to tools, spare parts and accessories like children's car seats, seat covers and rubber mats if they are lost or damaged in an event that we pay a claim for while they are in your motor car.

## 9. Emergency accommodation

We will pay the costs of emergency accommodation up to the limit in the table of limits attached to your policy schedule while your motor car is being repaired after an accident more than 150 kilometres from your premises.

## 10. Damage caused by vermin

We will pay up to the limit in the table of limits attached to your policy schedule in any one 12 month period of insurance for damage to your motor car, including the cost of cleaning of your motor car, caused directly by vermin as long as your motor car had been driven in the 6 months before the damage happened. We may ask for proof that the damage was caused by vermin and that your motor car had been driven in the 6 months before the damage happened.

## 11. Damage caused by potholes

We will pay up to the limit in the table of limits attached to your policy schedule for damage to your motor car caused by your motor car hitting a pothole while being driven on a public, tarred road.

## 12. Buying a motor car

We will pay for theft of or damage to a motor car that you have not advised us of for the first 72 hours after you have taken possession of the motor car. We will only pay your claim if the motor car was bought from a motor dealer and only while it is being used or driven by you, your life partner or spouse. You will need to give us proof of purchase. We will not pay more than the limit in the table of limits attached to your policy schedule and we will only pay your claim if the theft or damage cannot be claimed under any other insurance policy.

## Provisions

### 1. Motor cars with outstanding loan agreements

If you bought your motor car on a hire-purchase or similar agreement then we will first pay the owner in terms of the agreement and any remaining amount to you, and you will then have no further claim against us.

### 2. Window glass

If there has been no other damage to your motor car we will pay for damage to window glass (including a sunroof) of the motor car without your claim free group being changed. You will have to pay the first amount payable as stated in your policy schedule, but if the glass is repaired and not replaced, then you will not have to pay any first amount payable.

### 3. Parts not easily available

If any part or accessory needed to repair your motor car is not available in the Republic of South Africa as a standard manufactured article, the most that we will pay is the value of the part at the time of loss or damage. In no case will we pay more than the manufacturer's listed price.

### 4. Motor car sound equipment

We will only pay up to the limit in the table of limits attached to your policy schedule (after we have taken off any first amount payable) for non-factory fitted car radios, tape players, record players or compact disc players unless the equipment is specified in your policy schedule.

## 5. Motor car sharing

If you accept reward for giving lifts to passengers as part of a motor car sharing agreement for social purposes or to or from work, we will not consider it to be excluded under the description of use exclusions as long as

- (a) the passengers are not being carried in the course of a passenger-carrying business.
- (b) the total reward that you receive does not involve any element of profit.

## 6. Driver's licences and traffic offences

You must advise us in writing immediately you are aware

- (a) that your driver's licence, or anyone that you allow to drive your motor car driver's licence, is endorsed suspended or cancelled.
- (b) that you, or anyone that you allow to drive your motor car is being charged with or has been convicted of negligent, reckless, drunken or improper driving.

## 7. Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

## 8. Repairs and measures after damage or theft

After damage to or theft of your motor car you may authorise repairs up to the limit in the table of limits attached to your policy schedule, as long as an invoice is sent to us as soon as possible.



## 9. Security warranty (if stated in your policy schedule to apply)

If we require that a specific security device is fitted in your motor car then we will not pay a claim for theft or hijack of your motor car unless the device

- (a) is installed in your motor car and is in working order at the time of the theft or hijack.
- (b) is activated whenever there is no-one in your motor car.

If the device is a tracking device there must be a valid and paid up to date contract between yourself and the tracking company at the time of the theft or hijack of your motor car or we will not pay your claim.

You must report the theft or hijack of your motor car to the tracking company immediately unless you are prevented by injury from doing so.

## Additional cover that you may choose to take

### 1. Car hire following the theft of or accident to your motor car (if stated in your policy schedule to apply)

If your motor car is stolen or damaged and requires repairs we will, as long as you agree to comply with the terms and conditions of the car hire company and sign documentation required by the car hire company, provide a motor car of our choice on an unlimited mileage basis. We will not pay for fuel, fuel deposits or lubricants or any collection or delivery costs.

We will only provide you with a motor car if

- (a) the order for the hire of the motor car from the car hire company is authorised by us.
- (b) the period of the hire stops on the day your motor car is returned to you after any repairs as a result of the theft or

damage have been made, or the day on which the theft claim has been settled, or 30 days after the start of the period of hire, whichever is the sooner.

If the hired motor car is damaged or stolen during the period of hire, you will be responsible for the first amount payable as stated in the hire contract. You must pay the first amount payable to the car hire company.

We will not provide you with a hire motor car outside of the Republic of South Africa.

## **2. Excess waiver - applicable only to the first first amount payable in any 12 month period of insurance (if stated in your policy schedule to apply)**

If your motor car is stolen or damaged, you will not have to pay the basic or the theft or hijack first amount payable for that claim. You will still have to pay all additional first amounts payable, where applicable.

### **Limited cover**

## **1. Fire or theft of your motor car and third party liability (if stated in your policy schedule to apply)**

We will only pay for a claim for damage to your motor car if the damage was caused by fire, self-ignition, lightning, or explosion or by theft or attempted theft. We will not pay for loss of or damage to fitted car radios, CD players, tape decks or record players of any type unless they are stolen with your motor car.

## **2. Third party only (if stated in your policy schedule to apply)**

We will only pay for liability to third parties and not for any damage to or theft of your motor car.

### 3. Laid up cover (if stated in your policy schedule to apply)

We will only pay a claim for damage to your motor car caused by fire, lightning, explosion or attempted theft or theft. Your motor car must be stored in a secure place and may not be driven or transported during the period that laid up cover is in place unless we agree otherwise in writing.

## Specific Definitions

**Motor cycle** means motorbikes, scooters, three-wheeled bikes and quad bikes that **you** own or hire or lease under a financing or hire-purchase agreement, including any motorcycle that **you** use temporarily while **your** motorcycle is in for repair or service. The value of the replacement motorcycle may not be more than the sum insured in **your** policy schedule.

**Retail value** means the retail value obtained from a recognised independent source that establishes vehicle values from the motor industry for the month in which the **damage** occurred.

**Agreed value** means the value noted in **your** policy schedule which has been substantiated to us and agreed by us.

**Written off** means that **your motorcycle** is damaged and the assessed cost of repairs is more than 70% of the current **retail value** including tax.

A member of **your household** means **you**, **your** life partner and any members of **your** or their family that reside with **you** or any person that has resided with **you** for a period in excess of 90 days.

## How you may use your motorcycle (Description of Use)

You may use your motorcycle for social, domestic, pleasure, business and professional purposes, **but not** carrying of goods for business purposes, hiring or carrying of passengers for hire or reward or carrying of fare-paying passengers, commercial travelling, driving instruction for reward, racing, speed or other contests, rallies, trials, use on a racetrack whether an organised event or not, use on airport property anywhere other than in the parking or drop-off zone, use in the underground workings of any mine, or any purpose in connection with the motor trade except when in for repairs, service or overhaul.

## Cover given

We will pay for

### **1. repair or replacement of your motorcycle if it is stolen or damaged (Comprehensive cover).**

If within 2 years of you buying your motorcycle new, it is stolen and not recovered, or is written off, we will either replace your motorcycle with a new one, or pay you the current purchase price of a new motorcycle of the same or a similar model or the sum insured in your policy schedule, whichever is the lesser, less the first amount payable. If your motorcycle is older than 2 years, then we will pay you the retail value or sum insured in your policy schedule whichever is the lesser, less the first amount payable. We will not pay more than the sum insured in your policy schedule.

## 2. third party liability.

Third Party Liability is an amount that you become legally liable to pay directly as a result of the use or your ownership of your motorcycle in respect of accidental death of or injury to any person or accidental damage to property. We will only pay for costs and expenses that we have agreed in writing to pay including the cost of representation at an inquest or post mortem or for defence against criminal proceedings in a court of law. It is our choice how much we will pay for any cost or expense.

We will not pay more than the limit of indemnity in the table of limits attached to your policy schedule for any one event.

### Exclusions

We will not pay for

1. depreciation in value even if it is as a result of repairs after a claim, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages.
2. damage to tyres caused by braking or road punctures, or cuts or bursts from any cause other than malicious damage or unless as part of a claim for accident damage to your motorcycle.
3. damage to the suspension or shock absorbers caused by uneven road surfaces unless as part of a claim for accident damage to your motorcycle.
4. detention, confiscation or requisition by customs or other officials or authorities.

5. injury to any passenger on the pillion of a motorbike, scooter, three-wheeled bike or quad bike of more than the limit in the table of limits attached to your policy schedule.
6. any compensation payable by any motor vehicle insurance legislation.
7. any claim because of a contract that you have entered into unless you would have been liable even if you had not entered into the contract.
8. liability as a result of seepage, pollution or environmental impairment unless the seepage or pollution is sudden and unforeseen.
9. death of or injury to any member of your household, an employee of yours or a co-insured, or who was at the time of the occurrence giving rise to a claim a member of your household, an employee or a co-insured.
10. any claim as a result of an event happening while your motorcycle is being driven or used
  - (a) other than in accordance with the description of use.
  - (b) by you or any person with your permission and knowledge who is not licensed to drive your motorcycle in terms of legislation applying to the territory in which your motorcycle is being used. If a licence is subject to renewal the driver must have held and not be disqualified from holding or obtaining such a licence. If your motorcycle is being driven by a learner driver who is obeying the laws that relate to learner drivers, then they will be regarded as being licensed to drive your motorcycle.

- (c) by you or any person with your permission and knowledge who is under the influence of intoxicating liquor or drugs or if the concentration of alcohol in your or their blood or breath is more than the statutory limit, however it is measured.
  - (d) to transport toxic waste, medical waste, explosives or hazardous goods except in compliance with the SABS standard specifications incorporated in chapter VIII of the National Road Traffic Act 93/1996 covering Dangerous Goods.
  - (e) to carry any load or passengers more than the capacity that the motorcycle is constructed or licensed to carry.
11. any claim caused by your motorcycle being in a condition that does not comply with the provisions and regulations of The Road Traffic Act of the Republic of South Africa or any similar legislation that applies in the area that you are driving your motorcycle in.
  12. any claim if your motorcycle is reported stolen and then recovered and you refuse to lay a theft charge with the police or withdraw the theft charge.
  13. liability to third parties if your motorcycle is on a public road and it is not registered or licensed to be on a public road.
  14. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.



## Extensions to cover

### 1. **Third party liability while you are driving a motorcycle not owned or leased by you**

We will pay for damage to third party property or injury to any person caused by you using or driving a motorcycle that you do not own and have not leased or hired under a financing or hire-purchase agreement that is not insured on any other insurance policy if there is a claim against you from a third party and you are found to be legally liable. We will not pay for damage to the motorcycle that you were driving.

### 2. **Other drivers**

We will pay for damage to your motorcycle and any third party claim against you for which you are found to be legally liable while your motorcycle is being used or driven by any person with your permission as long as that person is not able to claim from any other insurance policy, observes the terms of this policy as far as they can apply, and has not been refused any motorcycle insurance by ourselves or any other insurer.

### 3. **Removing your motorcycle after an accident**

We will pay the reasonable cost of recovering and protecting your motorcycle and removing the debris and wreckage of your motorcycle to the nearest repairer after an event for which cover is given by this policy.

### 4. **Delivery after repair**

We will pay the reasonable cost of delivery of your repaired motorcycle to you at your permanent address in the Republic of South Africa after repair.

## 5. Injury causing death

We will pay the limit stated in the table of limits attached to your policy schedule if you are injured and die within 12 months of the day on which you are injured if the injury occurs as a result of a motor accident.

## 6. Locks and keys

We will pay you for costs necessarily and reasonably paid by you to repair or replace the locks on your motorcycle or replace the keys to your motorcycle after loss of or damage to locks or loss of the keys (including cardkeys and remote control devices) for your motorcycle up to the limit in the table of limits attached to your policy schedule.

## 7. Tools, spare parts and travel accessories

We will pay up to the limit in the table of limits attached to your policy schedule for loss of or damage to tools, spare parts and accessories if they are lost or damaged in an event that we pay a claim for while they are in your motorcycle.

## 8. Emergency accommodation

We will pay the costs of emergency accommodation up to the limit in the table of limits attached to your policy schedule while your motorcycle is being repaired after an accident more than 150 kilometres from your premises.

## 9. Damage caused by vermin

We will pay up to the limit in the table of limits attached to your policy schedule in any one 12 month period of insurance for damage to your motorcycle, including the cost of cleaning of your motorcycle, caused directly by vermin as long as your motorcycle had been driven in the 6 months before the damage happened.

We may ask for proof that the damage was caused by vermin and that your motorcycle had been driven in the 6 months before the damage happened.

## 10. Damage caused by potholes

We will pay up to the limit in the table of limits attached to your policy schedule for damage to your motorcycle caused by your motorcycle hitting a pothole while being driven on a public, tarred road.

### Provisions

#### 1. Motorcycles with outstanding loan agreements

If you bought your motorcycle on a hire-purchase or similar agreement then we will first pay the owner in terms of the agreement and any remaining amount to you, and you will then have no further claim against us.

#### 2. Window glass

If there has been no other damage to your motorcycle we will pay for damage to window glass of the motorcycle without your claim free group being changed. You will have to pay the first amount payable as stated in your policy schedule, but if the glass is repaired and not replaced, then you will not have to pay any first amount payable.

### 3. Parts not easily available

If any part or accessory needed to repair your motorcycle is not available in the Republic of South Africa as a standard manufactured article, the most that we will pay is the value of the part at the time of loss or damage. In no case will we pay more than the manufacturer's listed price.

### 4. Motorcycle sound equipment

We will only pay up to the limit in the table of limits attached to your policy schedule (after we have taken off any first amount payable) for non-factory fitted car radios, tape players, record players or compact disc players unless the equipment is specified in your policy schedule.

### 5. Driver's licences and traffic offences

You must advise us in writing immediately you are aware

- (a) that your driver's licence, or anyone that you allow to drive your motorcycle driver's licence, is endorsed suspended or cancelled.
- (b) that you, or anyone that you allow to drive your motorcycle is being charged with or has been convicted of negligent, reckless, drunken or improper driving.

### 6. Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

### 7. Repairs and measures after damage or theft

After damage to or theft of your motorcycle you may authorise repairs up to the limit in the table of limits attached to your policy schedule, as long as an invoice is sent to us as soon as possible.

## 8. Security warranty (if stated in your policy schedule to apply)

If we require that a specific security device is fitted in your motorcycle then we will not pay a claim for theft or hijack of your motorcycle unless the device

- (a) is installed in your motorcycle and is in working order at the time of the theft or hijack.
- (b) is activated whenever there is no-one in your motorcycle.

If the device is a tracking device there must be a valid and paid up to date contract between yourself and the tracking company at the time of the theft or hijack of your motorcycle or we will not pay your claim.

You must report the theft or hijack of your motorcycle to the tracking company immediately unless you are prevented by injury from doing so.

### Additional cover that you may choose to take

#### **Excess waiver - applicable only to the first first amount payable in any 12 month period of insurance (if stated in your policy schedule to apply)**

If your motorcycle is stolen or damaged, you will not have to pay the basic or the theft or hijack first amount payable for that claim. You will still have to pay all additional first amounts payable, where applicable.

## Limited cover

### 1. Fire or theft of your motorcycle and third party liability (if stated in your policy schedule to apply)

We will only pay for a claim for damage to your motorcycle if the damage was caused by fire, self-ignition, lightning, or explosion or by theft or attempted theft. We will not pay for loss of or damage to fitted radios, CD players, tape decks or record players of any type unless they are stolen with your motorcycle.

### 2. Third party only (if stated in your policy schedule to apply)

We will only pay for liability to third parties and not for any damage to or theft of your motorcycle.

## Specific Definitions

**You/Your/Yours** means any person named in the personal accident section of your policy schedule.

**Total disability** means that **you** are totally unable to continue **your** usual occupation, profession or business as a direct result of an **injury**.

**Temporary total disability** means that **you** are totally unable to continue **your** usual occupation, profession or business for a period of more than 2 weeks but less than 104 weeks as a direct result of an **injury**.

**Injury** means bodily injury caused by accidental violent external and visible means that happens anywhere in the world and that

- (a) directly and independently of all other causes results in **your** death or **disability** within 12 months.
- (b) includes accidental death or injury as a result of exposure, starvation and thirst.

This meaning of the words **you** and **injury** overrides the meaning of the words **you** and **injury** under the General Section of your policy wording for this section only.

## Benefits given

1. If you are injured we will pay the percentage of compensation or amount as stated in the table of benefits to you or your estate.
2. We will not pay more than the death or permanent disability benefit, whichever is the higher, per accident or series of accidents from the same cause for any one insured person.
3. We will pay the death benefit if you disappear and after a year there is enough evidence to presume that you have died as a result of an injury. If it is later found that you have not died as a result of an injury then we must be refunded any amount that we have paid.
4. If you are younger than 18 years of age we will not pay more than the limit that is allowed to be paid for minors by current legislation at the time of your death or the benefit in the table of benefits whichever is the lesser amount.
5. If you have more than one accident policy underwritten by us, the benefits will be added together and we will not pay more than the limit in the table of limits attached to your policy schedule.
6. We will not pay more than the limit in the table of limits attached to your policy schedule for any one accident or series of accidents arising from the same cause for any individual insured.



## Exclusions

We will not pay the benefit for

1. injury
  - (a) that happens when you are older than 75 years of age or younger than of 15 years of age.
  - (b) if you are a professional sports person, member of the armed forces, police force or correctional services, or member of the crew on a ship or off shore drilling rig or a professional diver.
  - (c) caused by you being insane, under the influence of alcohol or drugs unless they were prescribed by and taken in accordance with the directions of, or administered by, a medical doctor other than yourself, committing suicide or any act intended to injure yourself, deliberately putting yourself in a position where you will endanger your life, sexually transmitted disease or any injury caused by childbirth.
  - (d) that happens while you are
    - (i) a crew member or technician on an aircraft or travelling in an aircraft not licensed to carry passengers.
    - (ii) engaged in underground mining or tunnelling or the manufacturing of ammunition or the refining of petroleum.
    - (iii) engaging in
      - (A) motor cycling or quad biking, whether as driver or passenger.
      - (B) racing or speed or endurance testing other than on foot.
      - (C) steeple chasing or polo.
      - (D) winter sports involving snow or ice.
      - (E) mountaineering needing the use of ropes.

- (F) big game hunting.
  - (G) wrestling or boxing.
  - (H) scuba diving.
  - (I) hang-gliding, parachuting, bungi jumping, bridge jumping or sky diving.
  - (J) martial arts.
- (e) if it is caused solely by an existing physical defect or illness that you have.
  - (f) that happens while you are taking part in a riot or civil commotion or are committing any crime or illegal act.
2. temporary total disability for longer than 104 weeks or for less than 2 weeks.
  3. temporary total disability if you are not in active permanent employment at the date of loss.
  4. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

## Extensions to cover

### Return of your body

If you die while more than 150 kilometres from your permanent home, we will pay your estate up to the limit in the table of limits attached to your policy schedule to pay for the return of your body to the mortuary closest to your permanent home.

## Provisions

### 1. Life support machinery

The 12 month period in the specific definitions will not include any period or periods where your death is delayed only by the use, for periods longer than 3 consecutive days, of life support machinery, equipment or apparatus.

### 2. Automatic termination of policy

This section of your policy will terminate on the date that we pay a benefit for death or permanent disability.

### 3. Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

### 4. Medical examinations and post mortem

If to help us in assessing your claim, we ask you to have a medical examination that we pay for, you must have the examination. You must also have any treatment required after the examination. If you die we may need a post mortem to be done before we agree to pay the claim.

## Table of Benefits

| Description of injury                       | % of compensation                       |
|---|---|
| <b>1. Death</b>                             | 100%                                    |
| <b>2. Permanent disability</b>              |   |
| (a) If you lose one or both hands and feet  | 100%                                    |
| (b) If you lose sight in one or both eyes   | 100%                                    |
| (c) If you are totally unable to move       | 100%                                    |
| (d) If you are injured and totally disabled | 100%                                    |
| (e) If you lose four fingers                | 70%                                     |
| (f) If you lose a thumb                     | 25%                                     |
| (g) If you lose your finger                 | 10% per finger                          |
| (h) If you lose your toes                   | all toes 30%                            |
|   | one toe 10% per toe to a maximum of 30% |
| (i) If you lose your hearing                | both ears 80%                           |
|   | one ear 20%                             |

If you lose the use of a part of your body then we will pay you as though you have lost that part of your body.

Where the injury is not specified, we will pay you a percentage of disability that we believe is consistent with the benefits above.

|                                      |                                 |
|--------------------------------------|---------------------------------|
| <b>3. Temporary total disability</b> | 100% of weekly benefit per week |
|--------------------------------------|---------------------------------|

## Specific Definitions

**Injury** means death of, or bodily injury to, any person.

**Damage** means loss of rights or possession or control over tangible property or actual damage to tangible property.

**Occurrence** means an occurrence or series of occurrences arising out of one event.

**Territorial limits** means anywhere in the world except the United States of America or Canada.

**Identity theft** means 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.

A member of your **household** means **you, your** life partner and any members of **your** or their family that reside with **you** or any person that has resided with **you** for a period in excess of 90 days.

This meaning of the words **injury** and **damage** override the meaning of the words **injury** and **damage** under the General Section of your policy wording for this section only.

## Cover given

We will pay for

1. damages that you become legally liable to pay as compensation following injury or damage
2. emergency medical expenses that you have paid on behalf of a potential claimant as a result of injury up to the limit in the table of limits attached to your policy schedule
3. liability that you assume under a contract entered into with a security firm, garden service or pool maintenance company arising out of any wilful or negligent acts or omissions of employees of the security firm, garden service or pool maintenance company while undertaking any duties on your premises in terms of the contract resulting in injury or damage for which you are legally liable

that happens during the period of insurance.

## Limits of indemnity

1. We will not pay more than the limit of indemnity stated in your policy schedule per occurrence.
2. The limit of indemnity includes costs and expenses
  - (a) recoverable by any claimant from you.
  - (b) that you incur with our written consent.

3. On an occurrence that will result in a claim happening, we may choose to pay you the limit of indemnity less any costs that we have already paid or any lesser amount for which the claim or claims can be settled.

## Exclusions

We will not indemnify you in respect of

1. liability assumed by you by agreement and which would not have attached in the absence of the agreement other than for security firms, garden services and pool maintenance companies as specifically noted in Cover given 3.
2. liability in respect of death or injury to any person who is a member of your household or was a member of your household at the time of the occurrence giving rise to the claim.
3. liability in respect of death or injury to any person employed by you or who was employed by you at the time of the occurrence giving rise to the claim if the liability is in respect of injury arising out of and in the course of their employment by you other than for liability to domestic helpers as specifically noted in Extensions to cover 3.
4. liability in respect of death or injury to any person who is a director, member, trustee or beneficiary or member of their household or any person who was a director, member, trustee or beneficiary or member of their household at the time of the occurrence giving rise to the claim, if you are a company, close corporation or trust.

5. liability in respect of death, injury, loss or damage caused by or in connection with or arising from
  - (a) the ownership or occupation of any land or buildings other than the buildings and the land at the address in your policy schedule.
  - (b) spread of fire if your premises are outside of a municipal area.
  - (c) the use or ownership by you or a member of your household or your employee of aircraft, drones, motor cars, watercraft, golf carts, motorbikes, quad bikes, three-wheeled motorbikes, jet skis, wet bikes, water bikes, caravans, trailers or any other motorised vehicle.
  - (d) the use of any bicycle for racing of more than the limit in the table of limits attached to your policy schedule.
  - (e) the ownership or care and custody by you or a member of your household or an employee of any animal other than a domestic dog, cat, horse or bird.
  - (f) any profession or business of yours or a member of your households except as specifically insured by this section of your policy.
6. any punitive damages, fines, penalties, exemplary damages, vindictive damages, debt or breach of promise.
7. loss of or damage to property if the liability can be claimed by you under another policy.
8. liability as a result of environmental impairment, seepage or pollution unless the seepage or pollution is sudden and unforeseen.
9. liability as a result of any dishonest, fraudulent or malicious act of physical assault or seduction by you.



10. liability arising out of any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or any communicable, contagious or infectious disease.
11. liability arising out of or in connection with any advice or treatment given by you or under your instruction other than life-saving first aid treatment.
12. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.
13. liability arising out of or in connection with a cyber incident.

## Extensions to cover

### 1. Homeowner's liability

Subject to the exclusions, provisions and limit of indemnity of this section of your policy, we will indemnify you for all sums which you become legally liable to pay as owner of the premises at the address in your policy schedule caused by injury or damage happening on your premises but not for liability arising out of or incidental to your occupation or business.

## 2. Tenant's liability

We will indemnify you for all sums that you become legally liable to pay as a tenant of residential premises in the Republic of South Africa caused by the insured events covered by the Buildings Section of this policy.

We will not pay for

- (a) damage
  - (i) caused by subsidence or landslip. This exclusion will not apply to the removal of land supporting the building by flowing surface water.
  - (ii) to the fittings in your bathrooms by chipping or scratching.
  - (iii) caused maliciously and deliberately by you.
- (b) liability arising out of or incidental to your occupation or business.

## 3. Liability to domestic helpers

We will indemnify you against

- (a) all sums up to the limit in the table of limits attached to your policy schedule that you become legally liable to pay as a result of injury to your domestic helpers arising out of the work they are employed to do but not for any occupational or industrial disease.
- (b) costs and expenses up to the limit in the table of limits attached to your policy schedule per occurrence and in any one year that you pay with our consent in defending yourself against criminal action brought against you because it is claimed that you contravened the Occupational Health and Safety Act No. 85 of 1993 (as amended).

We will not pay for any liability arising out of or incidental to your occupation or business.

#### 4. Wrongful arrest

We will indemnify you up to the limit in the table of limits attached to your policy schedule per occurrence and in any one year for compensation or damages (including the cost and expenses of legal action) if you are accused of wrongfully arresting or frisking any person but not if that person is

- (a) your employee or a person who is contracted to do work for you.
- (b) a person who is a member of your household.
- (c) a person who is a director, member, trustee or beneficiary or member of their household if you are a company, a closed corporation or a trust.

#### 5. Identity theft

We will indemnify you up to the limit in the table of limits attached to your policy schedule per occurrence and in any one 12 month period for sums which you become legally liable to pay as a direct result of the theft of your identity following the loss or theft of any identity document.

#### 6. Home business liability

Notwithstanding Exclusion 5 (f) and Extensions to cover 2 (b) of this section of the policy, we will indemnify you up to the limit in the table of limits attached to your policy schedule for an occurrence that happens in connection with the business on your premises during the period of insurance and that results in a claim first being made against you during the period of insurance.

We will also indemnify you for legal liability to third parties arising out of your actions or the actions of anyone employed by you or working under your direction happening at a client's premises provided that such liability is directly as a result of a business activity of your business.

We will not indemnify you for

- (a) loss or damage caused by or in connection with any goods or products, including containers, labels and instructions, sold, supplied, repaired or otherwise worked on by you or anyone employed by you or under your direction.
- (b) loss or damage arising out of any activities directly related to any school, playschool, crèche or child-minding activity for which you receive payment or reward.
- (c) loss or damage arising out of a business that has premises anywhere other than the building in which you permanently live.

## **7. Liability for unattached trailers**

We will pay up to the limit in the table of limits attached to your policy schedule for damages, including costs and expenses that you become legally liable to pay, because of injury to any person or damage to property arising from your trailer being left unattached to any motor car as long as there is no other insurance under which you could claim. We will not pay for any compensation provided by any motor vehicle insurance legislation or for injury to any person who is a member of your household or an employee or who was a member of your household or any employee at the time of the occurrence giving rise to the claim or any property belonging to you or in your care and custody.

## 8. Spreading of fire liability if your premises are outside of a municipal area

We will indemnify you for your legal liability to third parties up to the limit in the table of limits attached to your schedule as a result of the spreading of a fire from your premises but we will not pay for damages caused to plantations, forests or sugar cane.

We will only indemnify you if you have complied with all requirements contained in the National Veld and Forest Fire Act No. 101 of 1998 (as amended), irrespective of whether the fire is a veld fire or not.

### Provisions

#### Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

## Specific definitions

**Watercraft** means your watercraft, used for social and pleasure purposes only, described in your policy schedule and made up of the hull, superstructure, fittings, electrical machinery, inboard and outboard engines, dinghies, gear and electronic equipment that would normally be sold with the watercraft as one unit.

**Replacement value** means the new replacement cost if **your watercraft** is less than 4 years old and the reasonable market value if **your watercraft** is more than 4 years old.

**In commission** means the period when your **watercraft** is available for immediate use.

**Semi-rigid watercraft** means a **watercraft** using pontoons, made of rubber or other material, which are inflated under pressure. The **watercraft** has a rigid hull.

**Written off** means that **your watercraft** is damaged and the assessed cost of repairs is more than 70% of the current replacement value including tax.

A member of **your household** means **you**, **your** life partner and any members of **your** or their family that reside with **you** or any person that has resided with **you** for a period in excess of 90 days.

## Cover given

We will pay

1. for repair or replacement of your watercraft if it is stolen or damaged. Repair or replacement will be as close as possible to what your watercraft was like before the damage or theft but we may not be able to give you an identical replacement or repair. We will either repair your watercraft, pay the sum insured in your policy schedule, or the replacement value whichever is the lesser amount.
2. the amount that you are legally liable to pay directly as a result of the use or ownership of your watercraft for injury to any third party or damage to property belonging to a third party including the cost of raising or attempting to raise, removing or destroying the wreck of your watercraft after an accident. We will not pay more than the limit of indemnity per event in your policy schedule.

## Exclusions

We will not pay for

1. theft of your outboard motor or damage caused by your motor dropping off or falling overboard unless it is securely locked or bolted to the hull of your watercraft.
2. costs and expenses as a result of wear and tear, depreciation, deterioration from use, latent defect, lack of maintenance, electrical or mechanical or electronic breakdown which includes breakdown caused by the intake of foreign matter into the cooling system.

3. damage to sails or protective covers split by the wind or blown away while set unless caused by damage to the spars or by the watercraft being stranded, sunk, burnt, on fire or in collision or contact with any external substance, including ice other than water.
4. damage to sails, masts, spars, standing or running rigging unless caused by your watercraft being stranded, sunk, burnt, on fire or in collision or contact with any external substance, including ice other than water.
5. the cost of replacing or repairing any part which needs to be replaced or repaired only because of a fault in design or construction or any cost or expense that increases the value of the watercraft or any alteration in design or construction.
6. theft of the watercraft from a dealer's premises if left there to sell.
7. damage caused by your watercraft being stranded, sunk, swamped, immersed or breaking adrift while you have left it moored or anchored unattended off an exposed beach or shore or river bank.
8. sheathing unless the damage has been caused by the watercraft being stranded, sunk, burnt, on fire or in collision or contact with any substance including ice other than water.
9. damage by fire or explosion to a watercraft fitted with inboard machinery, unless the watercraft is fitted with adequate hand held fire extinguishers.
10. damage to or theft of a sailboard if you leave it unattended while it is on a roof rack or the roof of any vehicle or on a trailer unless the vehicle or trailer is in a locked garage.



11. damage to a sailboard happening as a result of the roof rack falling off the vehicle or the fastenings breaking or coming undone, or the sailboard falling off the vehicle.
12. damage to the mast, wishbone or sails of a sailboard during use.
13. damage to or theft of Wave Jumpers, Trick boards or similar boards.
14. damage to semi-rigid watercraft for more than the cost of patching or repair of a tear or ripping of the fabric of pontoons or for damage caused by submerged objects unless we have agreed to give you the cover in writing.
15. any damage, liability or injury while your watercraft is
  - (a) chartered or hired out or carrying fare-paying passengers.
  - (b) being used for any purpose other than private and pleasure.
  - (c) being towed on water except when in need of assistance or for customary towage in connection with laying up, fitting out or repairs.
  - (d) towing or salvaging another watercraft other than one in distress.
  - (e) taking part in any racing, speed tests or trials or being used for demonstration purposes.
  - (f) in the care and custody of any person who is not licensed in accordance with the local, regional or national legislation applicable to the use of watercraft.
  - (g) in ocean waters more than 50 nautical miles from the shoreline.
  - (h) being towed by a motor car driven by you or any person with your consent and knowledge who is not licensed to drive the motor car or not licensed to tow a trailer in terms of legislation applying to the territory in which the motor car is being used.

- (i) being used or towed by a motor car driven by you, or any person with your consent and knowledge, while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your or their blood or breath is more than the statutory limit however measured.
16. death of or injury to
- (a) fare-paying passengers.
  - (b) any person that is a member of your household or your employee or who was at the time of the event giving rise to a claim a member of the your household or your employee.
17. any liability, cost or expense arising out of the ownership or use of a Jet-ski, Water bike or Wet bike of more than the limit in the table of limits attached to your policy schedule.
18. liability as a result of seepage, pollution or environmental impairment unless the seepage or pollution is sudden and unforeseen.
19. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

## Extensions to cover

### 1. Injury causing death

We will pay the limit stated in the table of limits attached to your policy schedule if you are injured and die within 12 months of the day on which you are injured if the injury occurs as a result of an accident to your watercraft.

## 2. Transport by road or rail

We will pay for damage to your watercraft while it is being transported by road or rail in the territorial limits and while being loaded onto or unloaded from the truck, trailer or train on which it is being transported. We will not pay your claim if the truck, trailer or train on which your watercraft is being transported has not been fitted to transport watercraft or if the watercraft has not been properly secured to the truck, trailer or train or if the truck or trailer is not in a roadworthy condition. We will not pay for the cost of repairing scratching, bruising or denting of your watercraft. This extension includes road accident damage to your trailer while being towed with or without your watercraft.

### Provisions

#### 1. Watercraft with outstanding loan agreements

If you bought your watercraft on a hire-purchase or similar agreement then we will first pay the owner in terms of the agreement and any remaining amount to you, and you will then have no further claim against us.

#### 2. Replacement of gear and equipment

We may make deductions for new material replacing old after loss of or damage to sails, masts, spars, standing and running rigging, protective covers, batteries and outboard motors. We will not pay more than the sum insured for any item.

### 3. Pollution

Where your watercraft is damaged by an insured event and as a result becomes a pollution hazard or threat we will pay for any loss or damage to your watercraft caused by any government authority acting to prevent or minimize the pollution hazard or threat.

### 4. Duties as owner

You and all users of your watercraft will

- (a) take all reasonable steps to maintain your watercraft, outboard motors, trailers and other insured property in a proper state of repair, seaworthiness and roadworthiness.
- (b) exercise all due care and diligence in the crewing of your watercraft.
- (c) do everything reasonably possible to minimize or avert loss or damage.

We will pay for all charges and expenses reasonably and necessarily incurred by you after an event that could result in a claim in complying with (c) of this provision, as long as we do not pay more than the sum insured per event.

### 5. Launching through surf or used in ocean waters

When your watercraft is being launched through the surf or used in ocean waters it must be fitted with at least two motors in a workable and readily usable condition or we will not pay your claim.

### 6. Breach of law and regulation

You may not use your watercraft, or allow it to be used, in contravention of any law or regulation promulgated by any authority, including but not limited to Department of Transport regulations in terms of the Merchant Shipping Act 1951 as amended, in so far as they relate to pleasure craft.

## 7. Repairs and tenders

We will have the right to nominate the place of repair or repairing firm and may also take tenders or may require tenders to be taken for the repair of your watercraft. We will refund any additional expenses that you have as a result of these requirements.

## 8. Constructive total loss

In deciding if your watercraft is a constructive total loss the replacement value will be taken as the repaired value and the damage or break-up value of your watercraft or wreck will not be taken into account. No claim for constructive total loss based on the costs of recovery and/or repair of your watercraft will be paid unless that cost would be more than the replacement value.

## 9. Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

## 10. Unrepaired damage

In no case will we pay for unrepaired damage along with a later total loss.

## Specific definitions

**Written off** means that **your drone** is so badly damaged that it cannot be economically repaired.

A **Drone** means an unmanned aircraft that is piloted from a remote pilot station. The control box, ground control station and built-in cameras and sensors bought with **your drone** are insured as part of **your drone**. Any additional equipment such as, but not only, fitted cameras, sensors and monitoring equipment do not form part of **your drone** and must be separately insured.

**In Flight** means that **your drone** is switched on and moving under its own power or the rotors are in motion.

**Private use** means that **your drone** is being used for personal and private purposes only, where there is no payment or reward made to **you**, the owner, or the **pilot** of **your drone**. **Your drone** may not be hired out or used to carry any goods.

**Pilot** means the operator of **your drone**.

A member of **your household** means **you**, **your** life partner and any members of **your** or their family that reside with **you** or any person that has resided with **you** for a period in excess of 90 days.

**Cyber attack** means hacking that results in the theft of **your drone** or any personal information or any encryption of data or cyber bullying.

**Take-off weight** means the total weight of **your drone** including any equipment fitted to **your drone** or being carried by **your drone**.

## How you may use your drone (Description of Use)

Your drone may be used for private use only. If your drone is being used for anything except **private use** then we will not pay your claim.

## Cover given

We will pay for

### 1. **repair or replacement of your drone if it is stolen or damaged**

If your drone is stolen and not recovered, or is written off, we will either replace your drone with a new one, or pay you the current purchase price of a new drone of the same or a similar model or the sum insured in your policy schedule, whichever is the lesser, less the first amount payable. It is our choice whether we repair your drone or replace it.

### 2. **third party liability.**

Third Party Liability is an amount that you become legally liable to pay directly as a result of the use or your ownership of your drone in respect of accidental death of or injury to any person or accidental damage to property. We will only pay for costs and expenses that we have agreed in writing to pay including the cost of representation at an inquest or post mortem or for defence against criminal proceedings in a court of law. It is our choice how much we will pay for any cost or expense.

We will not pay more than the limit of indemnity in the table of limits attached to your policy schedule for any one event.

## Exclusions

We will not pay for

1. depreciation in value even if it is as a result of repairs after a claim, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages.
2. damage to or loss, disappearance or theft of your drone
  - (a) while in flight unless there is a direct electronic point to point contact between the transmitter or the pilot station and the receiver on the airframe.
  - (b) while in flight if your drone is being operated within controlled, restricted or prohibited airspace.
  - (c) if it is flying more than 500 metres from the remote pilot station or below the height of the highest obstacle within 300 meters of the drone or if it cannot be seen by the pilot at the time of damage, loss, disappearance or theft.
  - (d) if your drone is being operated at night or in weather conditions which may obstruct the pilot or observer from maintaining direct visual contact with the drone.
  - (e) caused by electromagnetic interference or cyber attack.
3. detention, confiscation or requisition by customs or other officials or authorities.
4. damage happening while your drone is being cleaned, repaired, altered in any way, or restored, or any damage that is not sudden and unforeseen.
5. damage caused by birds while in flight.



6. more than the sum insured in your policy schedule for your drone (including the ground control station and control box) or the value of your drone at the time of the claim whichever is the lesser amount. You will have to give us satisfactory proof of the value of your drone.
7. loss, disappearance or theft of your drone from any motor car, caravan, trailer or small craft when left unattended unless the loss, disappearance or theft follows visible forcible or violent entry or unless the theft is immediately after an accident. We will not pay your claim unless your drone stolen was in the fully enclosed portion of the motor car, caravan, trailer or small craft and not able to be seen from the outside.
8. damage to any electronic equipment caused directly or indirectly by any computer virus, Trojan or worm(s) or other destructive media or any loss or corruption of data.
9. any damage or liability if your drone has been modified outside of the manufacturers specifications.
10. any damage or liability while your drone is being used to race or in any drone racing event or competition, an aerobatic display, formation or swarm fly or like activities, or is landing or taking off from a public road.
11. any claim because of a contract that you have entered into unless you would have been liable even if you had not entered into the contract.
12. liability as a result of seepage, pollution or environmental impairment unless the seepage or pollution is sudden and unforeseen.

13. liability in respect of death or bodily injury to or illness of any person who is the pilot or a member of your or their household or an employee or was the pilot or a member of your or their household or an employee at the time of the event that resulted in the claim.
14. any claim as a result of an event happening while your drone is being used or operated
  - (a) other than in accordance with the description of use.
  - (b) other than in compliance with the Civil Aviation Act (as amended) in as far as it applies to drones or any other air navigation orders or regulations.
  - (c) by you or any person with your permission and knowledge who is under the influence of intoxicating liquor or drugs or if the concentration of alcohol in your or their blood or breath is more than the statutory limit, however it is measured.
  - (d) to transport any goods or with a take-off weight of more than it is designed to carry or 7 kilograms, whichever is the lesser.
  - (e) other than in compliance with the specification and recommendations of the original equipment manufacturer.
  - (f) for any illegal purpose.
  - (g) indoors.
15. any claim if your drone is reported stolen and then recovered and you refuse to lay a theft charge with the police or withdraw the theft charge.
16. any damage or liability directly or indirectly caused by or in connection with
  - (a) vibration, sonic boom or noise whether you can hear the noise or not.
  - (b) pollution, contamination, environmental impairment or seepage unless as a direct result of your drone colliding or exploding in flight.

17. any damage or liability directly or indirectly caused by or in connection with a cyber attack or cyber liability of any kind or description.
18. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.
19. liability arising out of any breach of privacy laws, trespass or the misuse of data or the breach of data security.

## Extensions to cover

### Other pilots

We will pay for damage to your drone and any third party claim against you for which you are found to be legally liable while your drone is being used by any person with your permission as long as that person is not able to claim from any other insurance policy, observes the terms of this policy as far as they can apply, and is using your drone in compliance with the Civil Aviation Act (as amended) as it applies to remotely piloted aircraft systems and any other air navigation orders and regulations.

## Provisions

### 1. Civil Aviation Act and Air Navigation orders and regulations

The operation of your drone is regulated by the South African Civil Aviation Authority. You must comply with any law, regulation or order including flight regulations, air navigation requirements and airworthiness orders and requirements. You must comply with the Civil Aviation Act as amended from time to time and specifically in

relation to the operation of remotely piloted aircraft systems. You must be in possession of all certification, licences and permits as required by the Civil Aviation Authority for you to pilot a drone.

It is a requirement that

- (a) your drone is airworthy at the start of each flight.
- (b) all required log books, maintenance and other records in connection with your drone are kept up to date and available for us to inspect.
- (c) your drone is flown safely and does not endanger the safety of any aircraft, person or property.
- (d) your drone is flown only in areas that it is permitted to be flown in.
- (e) you comply with the manufacturers recommendations and guidelines for operating, maintaining, storing and transporting your drone.

If you do not comply with any of the above requirements, we may reject your claim.

## **2. Disappearance**

If your drone disappears during a flight and is not found within 14 days of the start of the flight then we will regard your drone as having been damaged beyond repair.

## **3. Parts not easily available**

If any part or accessory needed to repair your drone is not available in the Republic of South Africa as a standard manufactured article, the most that we will pay is the value of the part at the time of loss or damage. In no case will we pay more than the manufacturer's listed price.

#### 4. Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

#### 5. Dismantling after damage

You may not dismantle or start repairs to your drone unless we agree in writing that you may do so or unless you are instructed by the Civil Aviation Authority to do so.

### Additional cover that you may choose to take

#### 1. Cameras, sensors and monitoring equipment (if stated in your policy schedule to apply)

We will pay for specified camera equipment, sensors or monitoring equipment attached to your drone if they are stolen or damaged. We will not pay a claim as a result of the fogging of a camera lens. All the exclusions that apply to your drone apply to this additional cover that you have chosen to take. We will not pay more than the limit in the table of limits attached to your policy schedule for any one event.

### Limited cover

#### Damage to your drone only (if stated in your policy schedule to apply)

We will only pay for damages to or theft of your drone. We will not pay for any third party liability. 2. third party liability of **Cover given** on page 100 of your policy wording is deleted.

## Dear customer...

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Sasria provides short-term insurance cover against special risks that the broader insurance industry does not cover. Examples of these special risks are civil commotion, strike, riot, public disorder and terrorism.

This document is the legal and official version of your Sasria policy wording. The laws of South Africa govern this policy.

Your contract with Sasria comprises:

- the policy wording (this document);
- the Sasria policy schedule;
- any information that you, or someone acting on your behalf, supply to us; and
- any amendment to the policy.

Please read the wording carefully to make sure that you understand what your policy covers. You must always read the wording together with the Sasria schedule.

We look forward to being of service to you.

### How to reach us

011 214 0800 or 086 172 7742 | [contactus@sasria.co.za](mailto:contactus@sasria.co.za) | [www.sasria.co.za](http://www.sasria.co.za)

## General terms and conditions

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### How you should read this document

"We", "our" or "us" in the wording refers to Sasria SOC Ltd. "You" or "your" in the wording refers to the policyholder.

Words in the singular include the plural. Words in the masculine gender (he) include the feminine gender (she).

### Your Sasria policy and the underlying policy

#### **You must have an underlying policy in force**

To be insured against the special risks mentioned above, you must have an underlying policy contract in force that includes Sasria cover at the time of the event that gives rise to a loss. If you choose to only take out Sasria cover, there must be a pro forma underlying policy as a formality. The pro forma policy can be issued by any underlying insurer. The underlying insurer must give you Sasria cover regardless of your risk profile.

Sasria policies attach to the underlying policy or they are stand-alone:

- **Attached policies** incorporate the terms, conditions and warranties of the underlying policy with some exceptions (see the next subsection).
- **Stand-alone policies** have their own terms and conditions that are listed in the relevant policy wording.

| <b>Policies that attach to the underlying policy</b> | <b>Stand-alone policies</b>  |
|--|--|
| Material Damage (Fire)<br>Contract Works             | Motor<br>Business Interruption (Standing Charges, Working Expenses, Loss of net profit, Loss of gross profit, Project Delay) |

## **Policies that attach to the underlying policy**

For these policies, the terms, conditions, exclusions and warranties of the underlying policy also apply to the Sasria policy **except for those listed below**:

### Standard S.A.I.A. Exceptions

The general exclusions of underlying policies typically include the Standard S.A.I.A. Exceptions. Your Sasria policy covers some of the S.A.I.A. Exceptions, but not all of them.

Your Sasria policy covers **civil commotion, riot, strike, lockout, public disorder, rebellion and revolution and terrorism** (S.A.I.A. Exceptions A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi) and C).

Your Sasria policy does not cover **war and war-related activities** (S.A.I.A. Exceptions A(ii), A(iii)(a) and A(vii) to the extent that A(vii) refers to A(ii) and A(iii)(a) and B).

In each policy, see **What we cover** and **What we don't cover** for the details.

If the numbering in your underlying policy does not correspond with the numbering of the Standard S.A.I.A. Exceptions, you must refer to the corresponding contents.

### Extensions

Sasria special risk cover only applies to the basic cover of the underlying policy. It does not apply to any additional perils and extensions included in the underlying policy, whether optional or not. Sasria covers its own list of extensions at an additional premium. You will find the list of extensions under [Sasria Extensions](#). Contact us if you want Sasria cover for any of these extensions.

### Excess

For Material Damage (Fire), there is no excess payable if you claim under your Sasria policy.

For Contract Works, the following excess is payable:

For loss or damage to contract works and materials, the excess or first amount payable is calculated as 0,1% of the value of the specific contract for which a claim is made.

The following minimum and maximum amounts apply:

Minimum excess (first amount payable)

- R250 (Domestic risks)
- R2 500 (All other risks)

Maximum excess (first amount payable)

- R25 000

For loss or damage to a construction plant, the excess is R1 000 for each loss or damage arising from any one insured event.

### Premium

Any adjustment of the premium clause or condition in the underlying policy will not automatically apply to your Sasria policy.

### Period of insurance

The period of insurance of your Sasria policy is the same as the period of insurance of the underlying policy.

### Sasria and the underlying insurer must sign your schedule

For your Sasria contract to be valid, the Sasria schedule must bear the signatures of a director of Sasria and the underlying insurer.

## Cancellation

Only you have the option to cancel Sasria cover; Sasria will never cancel your cover.

If an underlying policy is cancelled, it does not automatically result in cancellation of your Sasria cover. The underlying insurer must give you the option to keep your Sasria cover except if the cancellation was due to non-payment. If you choose to keep your Sasria cover, the underlying insurer will issue a pro forma policy to which your Sasria policy will attach.

## Our rights

### To review rates and premiums

We reserve the right to review the terms and conditions of a policy, including rates and premiums, in line with all applicable laws (e.g. the Policyholder Protection Rules). Where necessary, some or all classes of business rates and premiums may be reviewed with reference to trends, expectations and assumptions, including but not limited to the following:

- a) Documented trend of poor performance on class or classes of business over the last three (3- to five (5) years;
- b) Reasonably balancing the interests of Sasria SOC Ltd and its policyholders' expectations; and
- c) The extent to which the assumptions on which the premium was based have been met.

In accordance with the law, we will duly notify the policyholder in writing, through our distribution channels, of the details of the pending review; the effective date of the review; the reasons for the review; the implication of the review; the policyholder's rights and obligations regarding the review,



including any cooling-off rights offered and procedures applicable for the exercise thereof; and any other relevant details.

Each policyholder will be given a reasonable notice period to make an informed decision as to whether the policy continues to meet the policyholder's requirements as a result of the reviewed terms and conditions.

### **To take possession of damaged property**

When you claim under this policy, you agree that we, and any person authorised by us, have the right to enter the damaged property, or take possession of it, and deal with it in any reasonable manner. This right does not imply that we accept liability for the claim. It also does not diminish our right to apply any condition of this policy.

You remain responsible for all damaged property until it is in our possession.

### **To take legal action on your behalf**

If we have compensated you for loss or damage, we have the right to recover our costs from the responsible third-party. We have the right to take legal action on your behalf to defend or settle any third-party claim. You agree that we may conduct the legal proceedings to our full discretion.

You must cooperate fully with us. Specifically, you agree to:

- do nothing that will prejudice or limit our rights;
- give us all information and documents we require;
- sign any document or affidavit that we request to enable us to exercise our rights;
- attend depositions, hearings, trials and give evidence as necessary; and
- make no admission, offer, promise, payment or statement about Sasria's liability without our written consent.

### **Transfer of rights**

Only you have the right to claim against us under this policy. This right may only be transferred to another person or entity if you should die or if the law orders it.

## **Sharing information**

By entering into a contract with Sasria, you waive your right to privacy and agree that we may disclose to any other insurance company any relevant information that you, or someone else on your behalf, has provided to us.

## **Your responsibilities**

### **To be covered**

To be covered under your Sasria policy:

1. The underlying policy must have been valid and active on the date of the insured event for which you claim;
2. The Sasria premium payments must be up to date and we must have received all such payments; and
3. You must, for attached policies, comply with the terms and conditions of your Sasria policy and those of the underlying policy (with the exceptions described above under **Policies that**

**attach to the underlying policies**). For stand-alone policies, you must comply with the terms and conditions of your Sasria policy.

### **Pay the premium in advance**

Your Sasria premium is payable in advance per month or per year. If the period of insurance is more than one month, but less than 12 months, the full annual premium will be payable in advance.

If we do not receive your premium by the due date, we will consider this policy to have lapsed at 24:00 (midnight) of the last day of the previous period of insurance, unless you can prove that the failure to pay was an error on the part of our agent or your broker.

### **Take all reasonable precautions**

You must take all reasonable action to prevent loss or damage.

### **Do not withhold information or commit fraud**

It is your responsibility to make sure that you give us all relevant information and that this information is complete, correct, and remains correct. If you withhold any information, or give us false or incorrect information, we may refuse to pay your claim.

We have the right to verify or investigate any information that you submit.

We have the right to reject a claim if you, or any person representing you, commit fraud in terms of this Sasria policy. If we refuse to pay your claim because of fraud or attempted fraud, we will not refund premiums already paid and may start legal proceedings against the defrauding party.

You commit fraud if you, or anyone on your behalf:

- submit a false or dishonest claim under this policy;
- use false or dishonest means or false information to benefit from the cover that we provide; or
- deliberately cause an insured event. For example, if you should deliberately cause a fire or add fuel to it.

## **Compensation**

### **How we compensate you**

If you have a valid claim, we will compensate you for the lost or damaged property by making a payment to you, or by repairing, replacing or reinstating the damaged property.

### **Who gets the compensation?**

If we accept liability, we compensate the policyholder, or his beneficiary in the event of his death, except in the following cases:

1. If the lost or damaged property is still under finance, we will pay the financial institution first.
2. If the lost or damaged property has been sold to you, but the seller still has an insurable interest in the property, we will compensate the seller proportionally if you write to us and request us to do so.

If the compensation that settles the claim is accepted, we will have no further liability regarding the claim.

## **Policy limits**

The limits of compensation are detailed in the respective policies.

## **Agreed value**

If the property is leased, rented or hired under an agreement that requires the insured to insure the property and/or be responsible for it at an agreed value, the sum insured will be the stipulated agreed value.

## **Countries where you are covered**

This policy covers only property situated in the Republic of South Africa or in the territorial waters of South Africa. The 1982 United Nations Convention on the Law of the Sea defines territorial waters as "a belt of coastal waters extending 12 nautical miles (22.2 km) from the baseline (usually the mean low-water mark) into the sea".

Sasria has an agreement with the Namibian special risk insurance association (Nasria). In terms of this agreement, you have Sasria cover in Namibia for a maximum of sixty (60) consecutive days.

## **Disputes**

If a dispute arises as to the compensation payable, or the liability of Sasria, we will refer the matter for arbitration in terms of the arbitration laws in force at that time in the Republic of South Africa, at a place that we will determine.

You will not have the right to take legal action against Sasria until the arbiter has made a decision. The decision of the arbiter will be final and binding.

## **Amendment**

You, or Sasria, may amend this policy, but no amendment to this policy will be valid unless a director of Sasria has signed the amendment.

# How to claim

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## What to do after an insured event

1. Contact your underlying insurer. The underlying insurer will let you know if you have a special risk claim and will handle the Sasria claim on your behalf.
2. Report the incident to the police within 48 hours and get a case number.
3. Do not make any offer or promise or admit responsibility.
4. Do not leave any damaged property without supervision, if possible.

You must claim, or notify us of the intention to claim, under this policy within thirty (30) days of the date of the insured event.

If we receive your claim or notification more than twelve (12) months after the date of the insured event, we will not consider liability, unless the claim is the subject of pending legal action or if the underlying insurer has not yet completed the final assessment of the loss. It is your responsibility to notify Sasria immediately of a pending legal action or delay in the final assessment.

## Supporting documents

For all claims, we will request supporting documents or information. Your underlying insurer will send you a list of all the required documents.

# Material damage (Fire)

Material damage (Fire) attaches to the underlying policy. Please see the general terms and conditions above for an explanation of attached policies.

## Important words and phrases

| Word or phrase     | Defined meaning   |
|--------------------|---|
| Civil commotion    | Large-scale violence by members of the public, causing injury to people or damage to property.  |
| Consequential loss | Loss or damage that is not directly caused by an insured risk, but which is an indirect consequence or result of the insured risk.  |
| Labour disturbance | <p>In the case of Slabbert Burger vs Sasria, disturbance in a labour context was defined as “an overt disturbance of the public peace in defiance of authority, leading to physical damage”.</p> <p>Sasria will only consider a claim for loss or damage as a result of a labour disturbance if all four of the following elements are present:</p> <ul style="list-style-type: none"> <li>• A disturbance of the public peace;</li> <li>• Which happens openly, or which is clear upon observing;</li> <li>• In disobedience of authority; and</li> <li>• Which leads to physical loss or damage.</li> </ul> |
| Lockout            | <p>According to section 213 of the Labour Relations Act (66 of 1995), a lockout means “the exclusion by an employer of employees from the employer’s workplace, for the purpose of compelling the employees to accept a demand in respect of any matter of mutual interest between employer and employee, whether or not the employer breaches those employees’ contracts of employment in the course of or for the purpose of that exclusion”.</p> <p>This definition may be amended by South African law from time to time.</p>   |
| Looting            | <p>To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers.</p> <p>Sasria does not cover theft.</p>  |
| Policyholder       | <p>The person(s) or juristic entity in whose name the policy is issued.</p> <p>A policyholder could be:</p> <ul style="list-style-type: none"> <li>• A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or</li> <li>• A subsidiary of the holding company; or</li> <li>• An entity other than a company; or</li> <li>• A person or persons.</li> </ul>   |

|                 |   |
|-----------------|---|
| Public disorder | A riot or other civil commotion that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations.  |
| Riot            | <p>In terms of case law, riot means the tumultuous disturbance of public peace by an assembly of three or more persons acting together in the execution of some private objective.</p> <p>Sasria will only consider a claim for loss or damage as a result of a riot, if all four of the following elements are present:</p> <ul style="list-style-type: none"> <li>• Three or more persons who have assembled with the same objective;</li> <li>• A tumultuous disturbance of the public peace;</li> <li>• Which leads to strife, violence or threats of violence; and</li> <li>• Physical loss or damage.</li> </ul> <p>In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.</p> |
| Strike          | <p>According to section 213 of the Labour Relations Act (66 of 1995), a strike means "the partial or complete concerted refusal to work, or the retardation or obstruction of work, by persons who are or have been employed by the same employer or by different employers, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between employer and employee, and every reference to 'work' in this definition includes overtime work, whether it is voluntary or compulsory".</p> <p>This definition may be amended by South African law from time to time.</p>  |
| Terrorism       | <p>The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims.</p> <p>Please note that Sasria cover does not extend beyond the borders of South Africa. In other words, if terrorism happens outside the borders of South Africa, Sasria does not cover that. Furthermore, Sasria does not cover consequential loss emanating from any acts of terrorism.</p>  |

## WHO do we cover?

In the Material Damage policy, Sasria covers the policyholder.

## What we cover

Sasria will compensate you for the loss of, or damage to, property insured in the underlying policy, if that loss or damage is directly related to, or caused by:

1. Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
2. Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
3. Any act which is calculated or directed to bring about loss or damage in order to further any

political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;

4. Any attempt to perform any act referred to in clauses 1, 2 and 3 above;
5. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clauses 1, 2, 3 or 4 above;
6. Looting committed as part of the acts described in 1, 2, 3, 4 or 5 above.

## What we DON'T cover

Sasria does not compensate you for:

1. Any form of consequential or indirect loss or damage, other than the loss of rent. We will only cover loss of rent if the underlying policy specifically insures it, and only until the insured building is again suitable to be rented out or occupied;
2. Consequential loss or damage resulting from stopping work, totally or partially, or from delaying, interrupting or stopping any process or operation;
3. Loss or damage resulting from a lawful authority confiscating, commandeering or requisitioning insured property, permanently or temporarily, or any attempt to do so;
4. Loss or damage, in any way caused by, or contributed to, an act of terrorism that uses, or threatens to use, any nuclear weapon or device, or any chemical or biological agent;
5. Loss or damage, in any way caused by, or contributed to, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or a state of siege;
6. Any attempt to perform any act referred to in clauses 4 and 5 above;
7. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clause 4 and 5 above;
8. Loss or damage caused directly or indirectly by, or through, or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in South African territory to which this policy applies;
9. Loss or damage caused by prevention of access (for example, deterioration of stock or perishables);
10. Loss or damage for which you are liable in terms of a contract, unless you would have been liable for the damage in the absence of the contract;
11. Loss or damage caused directly or indirectly by a nuclear event. A nuclear event is an incident or accident involving the release of radioactive material with negative health and environmental effects.

If we reject a claim by reason of exclusion 5 or 8, you will have to prove that the loss or damage was not related to exclusion 5 or 8.

## Conditions

If an insured building or structure is destroyed and Sasria has accepted liability for your claim, you may replace the destroyed building with an equivalent building at another site. Our liability will be limited to the cost of reinstating the destroyed building or structure at the original site.

## Compensation

The limit of compensation for the period of insurance is R500 million (excluding VAT), even if the sum insured exceeds R500 million (excluding VAT). Sasria allows for the reinstatement of cover if the limit of compensation has been exhausted during the period of insurance. An additional premium will be charged for reinstated cover for the remainder of the period of insurance.

You may take out additional Sasria cover up to R1 billion at an additional premium. The limit of R1 billion applies to additional cover for Material Damage and Business Interruption combined.

Sasria will base compensation for a single lost or damaged item, or for all the lost or damaged items together, on the sum insured, even if there is a Basis of Loss Settlement clause in the underlying policy.



# Motor

Motor is a stand-alone policy with its own terms and conditions. It does not attach to the terms and conditions of the underlying policy.

## Important words and phrases

| Word or phrase     | Defined meaning   |
|--------------------|---|
| Civil commotion    | Large-scale violence by members of the public, causing injury to people or damage to property.  |
| Consequential loss | Loss or damage that is not directly caused by an insured risk, but which is an indirect consequence or result of the insured risk.  |
| Labour disturbance | <p>In the case of Slabbert Burger vs Sasria, disturbance in a labour context was defined as “an overt disturbance of the public peace in defiance of authority, leading to physical damage”.</p> <p>Sasria will only consider a claim for loss or damage as a result of a labour disturbance if all four of the following elements are present:</p> <ul style="list-style-type: none"> <li>• A disturbance of the public peace;</li> <li>• Which happens openly, or which is clear upon observing;</li> <li>• In disobedience of authority; and</li> <li>• Which leads to physical loss or damage.</li> </ul> |
| Lockout            | <p>According to section 213 of the Labour Relations Act (66 of 1995), a lockout means “the exclusion by an employer of employees from the employer’s workplace, for the purpose of compelling the employees to accept a demand in respect of any matter of mutual interest between employer and employee, whether or not the employer breaches those employees’ contracts of employment in the course of or for the purpose of that exclusion”.</p> <p>This definition may be amended by South African law from time to time.</p>   |
| Looting            | <p>To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers.</p> <p>Sasria does not cover theft.</p>  |
| Policyholder       | <p>The person(s) or juristic entity in whose name the policy is issued.</p> <p>A policyholder could be:</p> <ul style="list-style-type: none"> <li>• A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or</li> <li>• A subsidiary of the holding company; or</li> <li>• An entity other than a company; or</li> <li>• A person or persons.</li> </ul>   |

|                 |   |
|-----------------|---|
| Public disorder | A riot or other civil commotion that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations.  |
| Riot            | <p>In terms of case law, riot means the tumultuous disturbance of public peace by an assembly of three or more persons acting together in the execution of some private objective.</p> <p>Sasria will only consider a claim for loss or damage as a result of a riot, if all four of the following elements are present:</p> <ul style="list-style-type: none"> <li>• Three or more persons who have assembled with the same objective;</li> <li>• A tumultuous disturbance of the public peace;</li> <li>• Which leads to strife, violence or threats of violence; and</li> <li>• Physical loss or damage.</li> </ul> <p>In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.</p> |
| Strike          | <p>According to section 213 of the Labour Relations Act (66 of 1995), a strike means "the partial or complete concerted refusal to work, or the retardation or obstruction of work, by persons who are or have been employed by the same employer or by different employers, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between employer and employee, and every reference to 'work' in this definition includes overtime work, whether it is voluntary or compulsory".</p> <p>This definition may be amended by South African law from time to time.</p>  |
| Terrorism       | <p>The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims.</p> <p>Please note that Sasria cover does not extend beyond the borders of South Africa. In other words, if terrorism happens outside the borders of South Africa, Sasria does not cover that. Furthermore, Sasria does not cover consequential loss emanating from any acts of terrorism.</p>  |
| Total loss      | A vehicle is a total loss if the cost to repair the damage to the vehicle exceeds 70% of the retail value of vehicle.   |

## WHO do we cover?

The Motor policy covers the policyholder and any insured entity or person named in the schedule.

## Vehicles categories

Sasria covers any vehicle of the categories listed below, including accessories and spare parts fitted onto the vehicle.

### Motor category 1 (M1)

- Motor cars (business and private use only, not used for the conveyance of goods for trade purposes)

The term "motor cars" includes cars, SUVs, micro-buses, station wagons, safari vans, motorised caravans, minibuses, minivans and domestic trailers and caravans.

- Motor cycles (business and private use only, not used for the conveyance of goods for trade purposes)

Motorcycles, 3-wheeled vehicles, motorised wheel chairs, auto cycles, motor scooters, e-bikes, mechanically-assisted pedal cycles and unipeds.

- Light delivery vehicles (LDVs) (private use only)

The vehicle must be insured in the name of an individual and used solely for private purposes.

We cover a farmer's fleet of LDVs, provided that the vehicles are used for private purposes only, and each vehicle is listed on the schedule of the underlying motor policy.

The underlying policy must be endorsed as follows:

'It is warranted that the vehicle insured herein is used purely for private and domestic use and not used for the conveyance of goods for trade purposes.'

### **Motor category 2 (M2)**

- Motor cars (used for the conveyance of goods for trade purposes)

The term "motor cars" include cars, LDVs, micro-buses, station wagons, safari vans, motorised caravans, minibuses, minivans, caravans and domestic trailers, where such vehicles are used for the conveyance of goods for trade purposes.

- Motor cycles (used for the conveyance of goods for trade purposes)

Motorcycles, 3-wheeled vehicles, motorised wheel chairs, auto cycles, motor scooters, e-bikes, mechanically-assisted pedal cycles and unipeds, where such vehicles are used for the conveyance of goods for trade purposes.

- Non-registered types

Non-registered vehicles may be insured under the Motor section. These vehicles are described as manually assisted vehicles, such as, but not limited to, lawnmowers, golf carts, forklifts, goods-carrying trolleys, tractors with or without lifting apparatus, road rollers, quad bikes, tractors used for maintenance of recreational grounds, sprayers (disinfectant, sanitary and tar), water carts, road graders, scarifiers, sweepers, tower wagons and compressors.

### **Motor category 3 (M3)**

- Minibus

A motor vehicle designed or adapted for the conveyance of more than nine, but not more than 16 persons, including the driver.

- Midibus

A motor vehicle designed or adapted for the conveyance of more than 16, but not more than 35 persons, including the driver.

#### **Motor category 4 (M4)**

- Motor vehicles insured under an underlying Motor Trader policy and owned by, or in the custody or control of, a motor dealer, a panel beater, or the like.

#### **Motor category 5 (M5)**

- Buses

A bus means any vehicle designed or adapted for the conveyance of more than 35 persons, including the driver.

#### **Motor category 6 (M6)**

- Registered mobile plant

A vehicle designed to be used on a construction site and registered to be driven on a public road.

#### **Motor category 7 (M7)**

- Bus Rapid Transit system

A bus authorised to operate along a rapid transport lane in a bus rapid transport system, and which has a regulated floor height and door configuration designed to facilitate speedy access of passengers to and from dedicated boarding facilities.

#### **Motor category 8 (M8)**

A commercial vehicle with a gross vehicle mass of 3500kg and above, used for the conveyance of goods for trade purposes.

## **Relationship between vehicle and the policyholder**

For Sasria to cover loss or damage to a vehicle, the vehicle must be:

- Owned by the policyholder or an insured entity or person; or
- Leased by the policyholder or an insured entity or person; or
- A replacement vehicle that the policyholder or an insured entity or person is using while their own vehicle is with a service provider for a service, repairs or an overhaul.

## **What we cover**

Sasria will compensate you for the loss of, or damage to, a vehicle insured in the underlying policy, if that loss or damage is directly related to, or caused by:

1. Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
2. Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
3. Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in

protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;

4. Any attempt to perform any act referred to in clauses 1, 2 and 3 above;
5. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clauses 1, 2, 3 or 4 above;
6. Looting committed as part of the acts described in 1, 2, 3, 4 or 5 above.

## What we DON'T cover

Sasria does not compensate you for:

1. Any form of consequential or indirect loss or damage, depreciation of any nature, wear and tear, and any form of mechanical or electrical failure or breakdown;
2. Consequential loss or damage resulting from stopping work, totally or partially, or from delaying, interrupting or stopping any process or operation;
3. Loss or damage resulting from a lawful authority confiscating, commandeering or requisitioning insured property, permanently or temporarily, or any attempt to do so;
4. Loss or damage, in any way caused by, or contributed to, an act of terrorism that uses, or threatens to use, any nuclear weapon or device, or any chemical or biological agent;
5. Loss or damage, in any way caused by, or contributed to, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or a state of siege;
6. Any attempt to perform any act referred to in clauses 4 and 5 above;
7. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clause 4 and 5 above;
8. Loss or damage caused directly or indirectly by, or through, or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in South African territory to which this policy applies;
9. Loss or damage for which you are liable in terms of a contract, unless you would have been liable for the damage in the absence of the contract;
10. Loss or damage caused directly or indirectly by a nuclear event. A nuclear event is an incident or accident involving the release of radioactive material with negative health and environmental effects.

If we reject a claim by reason of exclusion 5 or 8, you will have to prove that the loss or damage was not related to exclusion 5 or 8.

## Conditions

1. If an insured vehicle is a total loss, the policy will end from the date of such total loss and no refund of the premium will be payable to the policyholder.
2. If an insured vehicle is used to convey goods for trade purposes at the time of the loss or damage, and it is not insured in the correct Motor category, we will not be liable for such loss or damage to the vehicle.
3. You may cancel your Sasria Motor policy at any time, but no pro-rata refund of the premium will be payable if you were paying the minimum premium. See [Sasria Rates Schedule](#) to check if you were paying the minimum premium.
4. At the end of each period of insurance, you must declare all fleet vehicles insured under this policy so that Sasria can make a premium adjustment. You must give us the declaration within 45 days of the end of each period of insurance. We will refund you 50% of the premium or require you to pay the additional premium, as applicable.
5. You must provide your broker with a list of all vehicles insured under this policy as and when we request it.
6. If Sasria accepts liability for a claim under this policy, we extend cover to include damage to a third-party vehicle that is not insured with Sasria, but only if the incident took place while the third-party vehicle was driven on a public road.

## Compensation

There is no excess payable if you claim under your Sasria Motor policy.

### **In the event of a total loss:**

1. If an insured vehicle is less than 12 (twelve) months old, from the date of first registration, and the vehicle has travelled less than 2500km per month on average since the date of first registration, Sasria agrees to bear the costs of replacing the vehicle with a new vehicle of the same make and model (subject to the availability thereof). This applies only to vehicles not exceeding 3500kg gross vehicle mass.
2. For vehicles not meeting the condition in 1., the maximum compensation will be the lesser of the retail value (as reflected in the latest TransUnion Auto Dealer Digest) or the agreed value stated on the Sasria policy schedule.

### **Accessories or spare parts:**

If any spare part or accessory required for the repair of a vehicle is no longer available in South Africa, we will be pay you a sum equal to the value of the spare part or accessory at the time of the loss or damage. However, the compensation will not exceed the manufacturer's last listed price when the spare part or accessory was still available in the Republic of South Africa.

### **Towing and storage costs:**

If the insured vehicle is involved in an incident that Sasria covers, you must arrange towing and storage with the underlying insurer's authorised service provider. If Sasria accepts liability for the claim, we will refund the underlying insurer. We will also pay the reasonable cost to deliver the vehicle to your address in South Africa after repairs.

This notice does not form part of the Insurance Contract (Policy) or any other document. It does however contain valuable information.

## Introduction

The FAIS (Financial Advisory and Intermediary Services) Act (Act 37 of 2002) has been introduced to protect consumer rights and makes provision for

- registration of brokers referred to as Financial Service Providers (FSP) who must comply with certain requirements such as academic qualifications and experience. The FSP must also comply with fit and proper requirements referring to honesty, competency and solvency.
- the disclosure to you as the client of material information regarding
  - details of the product supplier (Insurer).
  - details of the FSP.
  - details of the financial service.
- your rights to lodge a complaint and seek resolution thereof through the FAIS Ombud offices.

## The Insurer Disclosure

Name: Infiniti Insurance Limited  
 Physical Address: Block F, Upper Grayston Office Park,  
 152 Ann Crescent, Strathavon, Sandton  
 Postal Address: PO Box 23, Strathavon, 2031  
 Telephone: 011 718 1200

## FAIS Licence Information

Services: Advice and Intermediary  
 Categories: Personal and Commercial non-life insurance  
 FSP Number: 35914  
 Email address: [compliance@infinitiafrica.com](mailto:compliance@infinitiafrica.com)

Complaints: Please direct your complaint to the above address or by email to [complaints@infinitiafrica.com](mailto:complaints@infinitiafrica.com). Should you wish to receive a copy of our complaints procedure please send your request to the above email address.

Professional Indemnity: Our Professional Indemnity policy is underwritten by Brit Insurance, Antares and Vibe Syndicate of Lloyd's Limited and Sintelum (Pty) Ltd.

### SASRIA Disclosure

Name: SASRIA Limited  
 Physical Address: 36 Fricker Road, Illovo, Sandton  
 Postal Address: PO Box 653367, Benmore, 2010  
 Telephone: 011 214 0800 086 172 7742  
 Compliance Officer: Mziwoxolo Mavuso  
 Email Address: [contactus@sasria.co.za](mailto:contactus@sasria.co.za)

**WE ARE AUTHORISED IN TERMS OF A BINDER AGREEMENT  
 TO ISSUE SASRIA COUPONS ON BEHALF OF SASRIA.**

### Your Policy

Type of Policy: Personal Lines  
 Premium: Premium is the amount you pay us for the cover under the policy. The premium payable and frequency is reflected in your policy schedule or endorsement.  
 The premium is payable before inception or renewal of the policy, subject to a 15 day period of grace. Non-payment of the premium will result in contractual lapsing of the policy.



|              |  |
|--------------|--|
|              | Please ensure that your FSP has explained the consequences of non-payment of premium to you.   |
| Fees:        | Any fees payable by you to the FSP are separately disclosed in your policy schedule. Your FSP must tell you what the fee is being charged for and you have to specifically agree that the fee be charged. You have the right to decline the service and not pay the fee. |
| Binder Fees: | Any binder fee payable to the FSP by us is separately disclosed in your policy schedule.   |
| Commission:  | Any commission payable to the FSP by us is separately disclosed in your policy schedule.   |

## Complaints Resolution Procedure

### Summary

The objective of the complaints procedure is to set out the steps that enable you to approach the FAIS Ombud for determination on a complaint, other than a claim's complaint, where the complaint constitutes a monetary claim up to R 800 000, without incurring legal expenses.

### What is a complaint?

A complaint can only arise if

- Infiniti Insurance Limited or its representative contravened or failed to comply with a provision of the Act and as a result you have or are likely to suffer financial prejudice.
- we or our representative wilfully or negligently rendered a financial service which caused or is likely to cause financial prejudice.
- we treated you unfairly.

## How do you lodge a complaint?

Inform Infiniti Insurance Limited in writing that you have a complaint and if possible complete our client complaint form.

## What happens after this?

- We have 3 weeks to acknowledge receipt of the complaint if we cannot resolve the complaint in that period.
- We must resolve the complaint within 6 weeks.

## What other rights do you have?

If after 6 weeks we have not resolved the complaint or the complaint has not been resolved to your satisfaction you may approach the FAIS Ombud within 6 months of the resolution by Infiniti Insurance Limited. You must complete a complaints registration form that you can download from the FAIS Ombud website.

## FAIS Ombudsman contact details

Physical Address: Menlyn Central Office Building  
125 Dallas Avenue, Waterkloof Glen,  
Pretoria, 0010

Postal Address: PO Box 74571, Lynnwood Ridge, 0040

## Customer Contact Division

Telephone: 0860FAISOM (0860324766)  
012 762 5000

Fax: 012 470 9097

Email address: [info@faisombud.co.za](mailto:info@faisombud.co.za)

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

**A FULL COPY OF OUR COMPLAINT RESOLUTION POLICY AND PROCEDURES IS AVAILABLE FROM OUR OFFICES**

## Fraud or Irregularity Reporting Procedure

Confidential reporting of concerns, shortcomings or potential non-compliance in respect of our policies or legal or regulatory obligations, or any ethical considerations or suspicions or irregular activities may be reported to Infiniti Insurance Limited and marked for the attention of the Chief Risk Officer.

## Chief Risk Officer contact details

Postal Address: PO Box 23, Strathavon, 2031

Email Address: irregularityreporting@infinitiafrica.com

## Your rights to information

You have a right to request and receive information regarding the terms and conditions of your policy including the premium charged and the cover given.

You also have the right to request and receive copies of any documentation completed and signed by you and any recordings made of telephonic disclosures made by you.

## Compliance Officer details

Name: Peet Pieterse

(Officer Number 6897)

Telephone: 011 718 1200

Postal Address: PO Box 23, Strathavon, 2031

Email Address: compliance@infinitiafrica.com

Your Intermediary: Also referred to as your broker or Financial Service Provider (FSP). The name of your broker is reflected in your policy schedule.

Legal Status: Your broker is authorised by us in terms of an agency agreement to render advisory and intermediary services with regard to our financial products in the categories they are licensed for.

Your broker is not a representative of Infiniti Insurance Limited and Infiniti Insurance Limited accepts no responsibility for their actions.

Your broker has to disclose to you whether they have professional indemnity insurance or not.

## Claims Procedure

On the happening of any event, which may result in a claim under your policy, please notify your broker,

Email Address: claims@agmfsg.co.za

Telephone: 021 422 1919

If you are dissatisfied with the way your claim has been handled please contact Infiniti Insurance Limited.

Physical Address: Block F, Upper Grayston Office Park,  
152 Ann Crescent, Strathavon, Sandton

Postal Address: PO Box 23, Strathavon, 2031

Telephone: 011 718 1200

If you are still dissatisfied with the way your claim has been handled please contact The Insurance Ombudsman to review your claim.

## Insurance Ombudsman contact details

Portal: <https://www.insuranceombudsman.co.za>

Share Call: 0860 103 236 / 0860 726 890

Fax: 086 589 0696

Email Address: info@insuranceombudsman.co.za

## Broker Emergency Assist Number (24 hours)

Telephone: 0861 786 598



Company Registration number: 2005/029823/06  
An Insurer licensed to conduct Non-Life insurance  
business and an  
Authorised Financial Services Provider  
FSP Number 35914

January 2022