VERTEX
POLICY WORDING

You Live. We Insure.

CIB | 011 455 5101

www.cib.co.za

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Underwritten by Guardrisk Insurance Company Limited FSP No. 75.

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PART 1

THE CIB SERVICE COMMITMENT

CIB (Pty) Ltd is underwritten by Guardrisk Insurance Company Limited. Established in 1994, we have expanded significantly, attributing **Our** growth to an extensive national presence, solid business partnerships and innovative products. **We** undertake to continuously provide professional conduct in underwriting **Your** insured risk and to provide **You** with exceptional claims service. Should **You** have any query or complaint about this **Policy** or if **You** are in any way unhappy with the service **You** have received, please contact:

The Compliance Officer
Guardrisk Insurance Company Limited
PO Box 786015
Sandton
2146

Email: compliance@guardrisk.co.za

Alternatively, **You** can also refer to **Our** *Complaints and Compliance Information* section of this **Policy** for guidance in respect of **Your** rights.

Terms that appear in **bold** face type have special meanings. Please refer to the definitions for more information.

Please note that wherever applicable words stated in the singular are inclusive of plural and vice versa.

PROTECTION AND SHARING OF PERSONAL INFORMATION

Protection of Personal Information

Your personal information will only be processed in accordance with the legislation and principles contained in the Protection of Personal Information Act (POPIA). It is recorded that information relating to the parties to this **Policy**, or to persons whose interests are protected by this **Policy**, may be processed:

1. for the conclusion or performance of this **Policy**; or

2. to protect those interests; or

3. to comply with legal obligations; or

4. for the purpose of pursuing **Our** legitimate interests; or

5. in the interests of any third party to whom the information is supplied.

We will take all reasonable measures to ensure that **Your** personal information is safeguarded, stored and protected in accordance with POPIA and **We** will not misuse **Your** personal information for the purpose of any marketing campaigns or product offerings.

For further information please refer to **Our** Privacy Notice which is available on **Our** website www.cib.co.za.

Sharing of Information

The South African Insurance Association (SAIA) created a shared database for storing insurance information. This shared information assists in limiting insurance fraud, underwriting risks fairly and assessing risks consistently.

By entering into this **Policy**, **You** acknowledge and understand that **We** may obtain, reveal or share information (which may be inclusive of personal information) in order to investigate or assess any claim made under this **Policy** and for the purpose of preventing fraud and to underwrite **Your Policy**.

You warrant that:

1. **You** acknowledge that information for underwriting and claims purposes (for example, cover for items insured as well as the assessment of claims registered, however not limited to these examples), inclusive of credit information may be shared between Insurers/Insurance Providers and/or **Your** Insurance Broker/Intermediary and **Our** service providers.

   The sharing of this information is required to conclude or perform in terms of this contract and/or to pursue a legitimate interest and/or is in the best interest of the public as it enables Insurers/Insurance Providers and industry bodies to underwrite policies and assess risks fairly, to investigate and assess claims and to reduce the incidence of fraudulent claims with a view to limiting premiums and premium increases.

2. **You** acknowledge that the information provided by **You** may be stored in a shared database and used as set out above as well as for any decision pertaining to the continuance of **Your Policy** or the meeting of any claim **You** may submit.

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

4. **You** are aware of the fact that both credit information verification and/or criminal record checks may be requested by Insurers/Insurance Providers on the business, **Yourself** or any of **Your** directors, partners and/or employees.

Your Rights

You are entitled to object to the use of **Your** personal information. However, such objection may result in **Us** being unable to facilitate insurance cover or to assess a claim in terms of the **Policy**.

You have the right to:

1. access **Your** information in accordance with the Promotion of Access to Information Act (2 of 2000) as amended from time to time;

2. object to the processing of **Your** personal information;

3. lodge a complaint to the Information Regulator.

CORE INFORMATION & RESPONSIBILITIES OF THE POLICYHOLDER

It is important to understand that all parts of this **Policy** must be read in conjunction with the **Schedule** as well as any **Annexure**, **Addendum** as applicable.

It is also important for **You** to understand the terminology that forms part of this **Policy** and to recognise the various limitations, **Terms and Conditions**.

The **Terms and Conditions** are the rules that **You** have to adhere to in order for the **Policy** to respond to a valid claim. These rules can be found in the **Policy**, **Schedule**, **Annexure**, **Addendum** and endorsements as well as any renewal correspondence containing notice of change to cover or requirements.

We have, as far as possible, endeavoured to present the **Policy** in plain language to not only offer **You** peace of mind, but to also ensure that **You** are and remain informed about **Our** various legal and operational procedures.

PROVIDE US WITH ACCURATE INFORMATION AND MATERIAL FACTS

Accurate Information

Although every effort is made to ensure the accuracy of all the covers pertaining to **Your** specific needs, **You** must verify that the **Schedule** accurately reflects the cover which **You** requested, **Your** current contact as well as address information, the correct nature of **Your Business** activities (including all subsidiary affiliations), the **Insured Property** as well as the insured values thereof.

You must contact **Us** immediately should there be any amendments that **You** wish to make to the cover or to inform **Us** of any change in **Your** contact or address information, the nature of **Your Business** activities or the **Insured Property** as this may affect the **Terms and Conditions** of the cover provided to **You**.

Your obligation to supply **Us** with accurate information is inclusive of information regarding **Your** financial situation, for example, debt review and insolvency inclusive of information regarding any criminal offences whether **Yours**, or that of **Your** members, directors and partners, including, but not limited to, these examples.

Material Facts

You are required to disclose to **Us** all **Material Facts** at the commencement of the insurance cover under this **Policy** and at any renewal or variation of such insurance cover.

The **Material Facts** are inclusive of but not limited to:

1. having knowledge of an event/circumstances which may give rise to a claim under this **Policy**;
2. non-compliance with any laws;
3. financial soundness for example: debt review, insolvency, defaults, sequestration and/or judgments;
4. criminal offences;
5. manner of building construction for example: tiled roof vs. thatched;
6. any **Vacant**/abandoned or **Unoccupied** building;
7. location of insured premises;
8. previous claims history;
9. security measures implemented;
10. building is let or sublet;
11. mergers and/or acquisitions;
12. any alterations, additions or improvements that are made to the building. For example, if **Your** building has a corrugated iron roof, **We** charge a specific premium for that. If **You** later have the roof thatched without telling **Us**, **We** would be receiving the incorrect premium because thatch can burn easier and is a greater risk. In such an event, **We** may avoid the **Policy**, a **Section** of the **Policy** or an item insured in terms of the **Policy** or reject **Your** claim under the **Policy**.

You are also required to disclose to **Us** any new **Material Facts** or changes in the **Material Facts** after the commencement of the insurance cover under this **Policy** and throughout the period in which such insurance cover is in force as this may affect whether **You** are entitled to insurance cover under this **Policy**, the premium to be charged for such insurance cover and other **Terms and Conditions** on which such insurance cover is provided to **You**.

You must inform **Us** immediately of any change in the risk covered by this **Policy**. Should there have been any material change in the risk, then **We** may amend the cover and premium from the date of the change or cancel the cover.

Please note that:

1. any proposal and/or declaration made by **You** or on **Your** behalf is part of the information and **Material Facts** which **We** rely upon in our decision to accept the risk under this **Policy**, the **Terms and Conditions** which will apply and the premium to be charged;

2. If **You** fail to comply with **Your** above stated obligations in relation to accurate information and/or **Material Facts**, **We** may be entitled to void the entire **Policy**, a **Section** of the **Policy** or an item insured in terms of the **Policy** or reject any claim under this **Policy**.

DUTY TO TAKE REASONABLE STEPS AND PRECAUTIONS

You must take all reasonable steps and precautions to ensure that the risk of any event that may result in a claim, or indemnifiable loss under this **Policy** are prevented or minimised as far as possible.

You must take all reasonable steps and precautions to mitigate the extent of any loss suffered.

If **You** fail to comply with **Your** above-stated obligations to take all reasonable steps and precautions, **We** may be entitled to reject any claim under this **Policy**.

VARIATIONS TO YOUR POLICY

You can request a **Variation** to the **Policy** at any time bearing in mind that any **Variation You** propose may require **Us** to amend the **Terms and Conditions** of the **Policy** potentially impacting the premium **You** need to pay.

In certain instances, **We** will make changes to the **Policy** or impose certain **Terms and Conditions** (refer to General Conditions headed *Corrective Action* and *Suspension of Cover*), in these cases **We** will provide **You** with 31 days' written notice to **Your** agent / broker of **Our** intention to amend the **Policy** and the reasons for doing so.

If there is a change to **Material Facts**, **We** may effect **Variations** immediately.

No **Variations** in this **Policy** will be valid unless agreed to by **Us** in writing and these will only be valid if **We** have issued a **Schedule** noting such **Variations** in cover.

EMERGENCY CONTACT INFORMATION

If **You** have selected roadside assistance cover on **Your** vehicle or require towing following an accident **You** need to contact the Call Centre as noted in **Your Schedule/ Annexure/Addendum** who will then arrange for the necessary approved Service Providers to assist **You** in **Your** time of need in accordance with the benefits offered under this **Policy**.

In the event of **Water Apparatus** claims, **We** require **You** to contact the Call Centre noted in **Your Schedule/Annexure/Addendum** who will then dispatch an approved Service Provider to assist **You** in accordance with the benefits offered under this **Policy**.

CIB COMPLAINTS AND COMPLIANCE INFORMATION

Please refer to the Statutory Disclosure Notice contained at the end of **Your Schedule** for details regarding **Our** Compliance and Complaints information.

As all **Complaints** should be submitted in writing, where possible, **We** kindly request that **You** either complete **Our** online form on **Our** webpage www.cib.co.za or alternatively **You** may email **You**r complaint to **Us** at complaints@cib.co.za .

Kindly ensure that all supporting documents are attached to **Your Complaint** to enable **Us** to attend to **Your** concerns timeously.

PART 2

GENERAL OPERATIVE CLAUSE

Subject to **You** having paid the premium and **You** complying with all the **Terms and Conditions** of this **Policy**, **We** agree to provide **You** with the insurance cover as set out in the **Sections** selected by **You**. Should any of the events detailed in the **Sections** that **You** have selected occur during the **Policy** period then **We** will either repair, replace or reinstate the damage or pay **You** in cash subject always to the **Terms and Conditions**, Specific Exclusions, **Sums Insured**, **Excesses** and **Limits of Indemnity**.

If **We** accept **Your** application for insurance, **You** will receive a **Schedule** that sets out details of the cover **You** have taken out and **Our** agreement with **You** comprises **Your** application, this **Policy**, the **Schedules** and any **Variations We** send **You**.

The insurance applies to the **Period of Insurance** for which **You** have paid **Us** the premium. **You** cannot make a claim under this **Policy** if **You** owe **Us** more than one month's premium or the annual premium (Refer to General Condition headed *Policy Period* and *Payment of Premium*) when the event **You** want to claim for happened.

If **We** pay **You** in cash, **You** are obligated to carry out the repair or replacement within a reasonable period of time. **We** will not increase the amount payable if the cost of repair or replacement has increased because **You** did not carry out the work timeously or if **You** are unable or unwilling to carry out repair or replacement.

We are not obliged to pay for more than the cost of repairing or replacing that part of the **Insured Property** that has been lost or damaged.

GENERAL CONDITIONS, EXCLUSIONS AND PROVISIONS

DEFINITIONS AND WORDS THAT HAVE A SPECIAL MEANING

1.	**Annual Period:**	means the 12-month period from the start date of **Your Policy** until the next **Renewal Date** stated on **Your Schedule**.
2.	**Annexure:**	means additional **Terms and Conditions** applicable to this **Policy** and which appear at the end of **Your Schedule**.
3.	**Burglary:**	means the unlawful taking of another person's property with the intention of depriving them of permanent ownership when it is accompanied by breaking into or out of a building by actual, visible, forcible and violent means.
4.	**Electrical Installations:**	means machinery and equipment, in or on any premises, that is used for the transmission of electrical energy from a point of control to a point of consumption anywhere on the premises, inclusive of any article that forms part of such an installation, irrespective of whether or not it is part of the electrical circuit.
5.	**Extended Basic Cover:**	means **Section** specific extensions to which **We** agree to provide special or extended cover at no additional premium or charge to **You**. Such **Extended Basic Cover** is noted under each **Section** of this **Policy** and is limited to the **Sum Insured** or percentage as stated in **the Policy/Schedule/Annexure**.
6.	**Insured Property:**	means any tangible property whether immovable and / or movable stated to be included as such in the **Schedule**.
7.	**Insurable Interest:**	means that **You** are the owner of, or alternatively, the good faith possessor in terms of a credit agreement of the **Insured Property** and bear the risk of both loss of the item as well as a financial loss.
8.	**Indemnity:**	means that **We** will attempt to place **You** back in the same financial position or as close thereto as **You** were in immediately prior to the loss or damage which resulted in **You** submitting a claim under this **Policy**.

9.	**Inception Date**	means the original start date of the **Policy** or the original date on which a **Section** or item comes into effect during the **Period of Insurance**. For the purpose of this definition, original inception date will mean the original start date on which the **Policy** first came into effect irrespective of the number of times the **Policy** has been renewed.
10.	**Installed Solar System:**	means a system comprising a solar panel array, inverter and other electrical hardware which has been installed by a **Suitably Qualified Electrician**. Such system comprises either an **Electrical Installation** (inclusive of but not limited to inverters and generators) or one or more solar panels that uses energy from the sun combined with **Electrical Installations** or battery power to generate electricity.
11.	**Limit of Liability:**	means the maximum amount that **We** will contribute towards any accepted claim, subject to the limits / **Sum Insured** / benefits stated in the **Schedule**, which **You** have insured against under this **Policy**.
12.	**Material Fact:**	means any information or fact, irrespective whether specifically asked for or not, which could influence **Our** acceptance of the risk under this **Policy**, the **Terms and Conditions** which will apply or the premium to be charged for such risk.
13.	**Optional Extension:**	means those extensions or extended covers which **You** must specifically ask for. Such **Optional Extensions** are noted under each **Section** of this **Policy** and are limited to the insured amount or percentage which **You** provide to **Us** and which must be noted in the **Schedule**. You need to pay an additional premium where **We** have agreed to provide such cover.
14.	**Part:**	means **Part 1, Part 2 or Part 3** of this **Policy** (as used in the context of the **Policy** structure).
15.	**Period of Insurance:**	means the period as stated on **Your Schedule**.
16.	**Private Residence:**	means the building of Your home of which the risk address is shown in the **Schedule**.
17.	**Primary Residence**	means the structure located at the **Risk Address/Premises** at which **You** reside on a full-time basis.
18.	**Power Surge:**	means an unexpected, temporary (meaning short duration) increase in voltage (voltage spikes), current (current spikes), or transferred energy (energy spikes) in an electrical circuit.
19.	**Risk address / Premises**	means the address of the premises where **Your Private Residence Structure** and **Outbuilding** are situated.
20.	**Renewal Date:**	means that the current **Policy** will expire and be replaced effective from the date shown on **Your Schedule**. If the **Policy** is to remain in effect, the **Policy** must be renewed before the **Renewal Date** according to the **Terms and Conditions** agreed.

21. Schedule: means the document which sets out the details of the insured risk inclusive of all **Sums Insured**, covers elected, extension limits and excesses.

Where the **Schedule** contains amendments to the **Policy** these will override the **Policy**.

For the purpose of this definition, the **Schedule** will be issued in the following instances:

21.1. **Inception** of a new policy, or

21.2. **Renewal** of terms, or

21.3. **Variation**.

22. Section: means the **Sections** listed in the index of this **Policy** which is set out in **Part** 3. The **Section** only applies if shown in the **Schedule** with a related **Sum Insured** and premium (unless agreed otherwise by **Us** in writing) and which must be read in conjunction with **Part 1** and **Part 2** of this **Policy**.

23. Standard Construction: means the building of which walls are built of brick, stone or concrete and are roofed with slate tiles, concrete, asbestos or metal.

24. Sum Insured: means the monetary amount of the **Insured Property** / liability as shown in the **Schedule**, subject to the limits applicable as well as the contribution where more than one policy applies for the same event.

25. Suitably Qualified Electrician: means a licensed electrician who has completed a formal qualification in order to fulfil competency requirements essential by law and in conjunction with relevant work experience as is necessary to perform the job for which they are employed.

Such licensed electrician must be registered in terms of the Electrical Installation Regulations (2009) as amended from time to time and must either be a licensed electrician or must employ one as a contracting firm or individual in their full-time employ for the purpose of fulfilling **Electrical Installations**.

26. Terms and Conditions: means all the terms, conditions, exclusions, extensions, limitations and all other clauses forming part of this **Policy**.

27. the Policy / this Policy: means this document which sets out the **Terms and Conditions** on which the insurance cover is provided under this **Policy**.

28. Unattended: means that neither **Yourself** nor any person authorised by **You** is continuously and physically present at the **Premises**.

29. Unoccupied: means that the buildings (or individual sections thereof) situated at **Your Premises** are not occupied by **You** or other persons authorised by **You** to occupy such buildings (or sections) for a period of more than 31 days at any one time.

The presence of contractors / security guards being on site or sleeping at the **Premises** as stated in the **Schedule** does not constitute occupancy.

30. Vacant: means that the buildings (or individual sections thereof) situated at **Your Premises** are left empty and / or are unattended and / or no Business operations are taking place and / or such **Premises** are unlawfully occupied. Unless **You** have previously notified **Us** and **We** have specifically agreed to such in writing.

31. Variation: means any amendment requested by **You** inclusive of any person acting on **Your** behalf to effect changes to an item / **Section** or any amendment which **We** introduce.

32. We/Us/Our/the Insurer: means Guardrisk Insurance Company Limited and / or CIB (Pty) Ltd the Underwriting Manager on its behalf.

Guardrisk is a registered Insurer for the purposes of the Short-Term Insurance Act No 53 of 1998 (as amended) and a licensed Financial Services Provider for the purposes of the Financial Advisory and Intermediary Services Act No 37 of 2002 (as amended from time to time) [FAIS].

33. Water Apparatus: means water tanks, geysers (solar, electrical or gas), solar collectors, heat pumps inclusive of pipes thereto.

34. You/Your/Yours/Yourself/the Insured: means the names shown in the **Schedule** as the **Insured**, inclusive of **Your** spouse and any other members of **Your** family or **Your** spouse's family who normally live with **You** and who are financially dependent on **You** and / or as more specifically defined in the specific **Sections**.

Where reference is made to the **Insured**, this means the person named in the **Schedule** is the owner of the **Policy** and is responsible for the payment of the premium and is inclusive of each member of their family normally residing with them at the **Risk Address** as stated on the **Schedule**.

TERMS AND CONDITIONS

Certain of the **Terms and Conditions** in the **Policy** are listed in the General Section (**Part** 2) of the **Policy** and apply to all **Sections**.

Further to the above, there may be **Terms and Conditions** that apply to specific **Sections** only.

In the event of any conflict arising between the **Terms and Conditions** that apply to a specific **Section** and the **Terms and Conditions** that apply to all **Sections**, the **Terms and Conditions** that apply to the specific **Section** will prevail.

It is further noted and agreed that compliance with the **Terms and Conditions** is a condition precedent to **Our** liability under the **Policy**.

GENERAL CONDITIONS

Subject to the provisions of the Insurance Act ,18 of 2017 and any other applicable insurance legislation, as amended from time to time.

1. MISREPRESENTATION, MISDESCRIPTION AND NON-DISCLOSURE

Any misrepresentation, misdescription or non-disclosure of any **Material Facts**, as at the date on which the insurance cover under this **Policy** commences, is renewed or varied, will entitle **Us** to void the insurance cover under this **Policy** for:

1.1. the particular item; or

1.2. the Sub-Section; or

1.3. the **Section**; or

1.4. this entire **Policy.**

For the duration of this **Policy**, **You** are under a continuing obligation to disclose to **Us** any new information or changes to any **Material Facts**. **You** must notify **Us** immediately of any alteration in the risk insured under this **Policy**, as this may affect whether **You** are entitled to insurance cover under this **Policy**, the premium to be charged for such insurance cover and other **Terms and Conditions** on which such insurance cover is provided to **You**.

Any misrepresentation, misdescription or non-disclosure of any **Material Facts** will entitle **Us** to reject any claim under this **Policy**.

2. OTHER / DUAL INSURANCE

2.1. Subject to the principle that insurance is not intended to place **You** in a better position than **You** were in before a claim or event giving rise to a claim, and if, at claims stage or after settlement of a claim, **We** find that **You** were insured against the same cover provided for by a different insurance provider, then **We** have the option to:

2.1.1. pay the full claim and arrange with the other insurance provider to be compensated for their rateable proportion, or arrange with the other insurance provider for each to pay their respective rateable proportion within a reasonable time;

2.1.2. refund premiums in accordance with the respective rateable proportion of the risk, where appropriate.

If any such other insurance is subject to any Condition of Average ("under insurance"), then this **Policy**, if not already subject to Conditions of Average ("under insurance"), will be subject to the application of Average ("under insurance") in a like manner.

2.2. Should **You** be entitled to compensation through any other Act/fund, then **We** will reserve the right to adjust **Our** settlement in accordance therewith.

3. CANCELLATION

This **Policy** or any **Section** and/or **Part** may be cancelled at any time by:

3.1. **Us** giving **You** 31 days' notice in writing, or such other period as may be mutually agreed and/or otherwise prescribed by this **Policy**;

3.2. **You** giving immediate notice;

3.3. **Us** giving immediate notice due to misrepresentation, misdescription and non-disclosure of **Material Facts**, a material change in risk, or fraudulent, wilful, deliberate or reckless acts.

When **You** cancel, **We** will be entitled to retain the customary short period or minimum premium for the **Annual Period** or the period that a **Section** has been in force. When **We** cancel, **You** will be entitled to claim a pro rata proportion of the premium for the remainder of the **Period of Insurance** from the date of cancellation, subject to the cancellation not being due to clause 3.3 above.

4. POLICY PERIOD

4.1. Monthly

4.1.1. The initial period of a Monthly **Policy** is as shown on the **Schedule** and commences from the inception/start date and continues until the last day of that calendar month in which the inception/start date occurs.

4.1.2. Thereafter, the **Period of Insurance** will be one calendar month and will run monthly until the **Renewal Date** reflected in the **Schedule**.

4.1.3. Once renewal of **Your Policy** is mutually agreed, the **Policy** will run monthly as indicated in clauses 4.1.1 and 4.1.2 until the next **Policy** renewal.

4.2. Annual

4.2.1. The initial period of an Annual **Policy** is as shown on the **Schedule** and commences from the inception/start date and continues to the last day of the month preceding the **Renewal Date** reflected in the **Schedule**.

4.2.2. Thereafter, the **Period of Insurance** will be for 12 months and will run until the **Renewal Date** reflected in the **Schedule**.

4.2.3. Once renewal of **Your Policy** is mutually agreed, the **Policy** will run annually as indicated in clauses 4.2.1 and 4.2.2 until the next **Policy** renewal.

5. PAYMENT OF PREMIUM

Premium is payable on or before the commencement date or **Renewal Date**, as the case may be, of **Your Policy**. **We** will not be obliged to accept premium tendered after the inception date or **Renewal Date**, as the case may be, but may do so upon such terms as **We**, at **Our** sole discretion, determine.

5.1. Debit Orders

We will allow **You** to choose a date for **Your** insurance premium to be collected from **Your** bank account. The dates available are the 1st, 7th or 15th of each month (called **Your** debit order collection date). On this date (or the closest working day to it), the monthly premium will be debited by **Our** collection agency from **Your** bank account.

It is important to remember that **Your** account needs to have sufficient funds available in order for the debit order not to be returned unpaid.

5.2. Ad-Hoc premiums

It is important to remember that **We** also collect ad-hoc premiums, unless otherwise agreed, where a new **Policy** has been activated or an amendment/addition has been made to **Your Policy** that has created an outstanding debit amount.

The ad-hoc premium collection from **Your** bank account may not necessarily coincide with **Your** selected debit order collection date, as explained above.

Therefore, any ad-hoc premium in excess of R100.00 will be collected by way of an ad-hoc collection within 7 days from the date of inception or amendment/addition.

Example:

You activate **Your** new **Policy** with **Us** on the 1st of the month; however, **You** have selected a debit order collection date of the 15th of every month. Since **We** collect ad-hoc premiums 7 days after the activation of a new **Policy**, **Your** first premium for **Your** new **Policy** will be collected before the 15th of the month.

5.3. Cooling Off Period

For the purpose of this **Cooling Off Period** clause, the below-mentioned definitions apply:

Cooling Off Period: means:

1. 14 days from the date that **You** receive **Your Schedule** and **Policy** ("**Policy Contract**") by the means elected by **You** to receive correspondence; or

2. 14 days from when it can be reasonably expected that **You** received **Your Policy Contract**, whichever period occurs later.

Unless **You** can substantiate to **Our** satisfaction that the **Policy Contract** was received during a period which would prevent **You** from exercising **Your** right to the **Cooling Off Period** defined in 1. above, the term "reasonably expected" will not exceed a period of 31 days from inception/renewal/variation (as the case may be) of the **Policy Contract**.

5.3.1. **You** may cancel **Your Policy** in writing during the **Cooling Off Period** after inception of a new **Policy**, after renewal of a **Policy**, or after **Your** request to **Vary** the **Policy**.

5.3.2. If **You** decide to cancel **Your Policy** within the **Cooling Off Period**, then the premium paid from the date of inception, renewal or **Variation** will be refunded to **You**, subject to the deduction of the cost of any risk cover enjoyed during this period.

Please note:

The **Cooling Off Period** does not apply and cannot be exercised by **You**:

1. if an event which may result in a claim has occurred during the 14 (fourteen) day period; or

2. if a claim has been made; or

3. if a claim has been registered; or

4. where any amount has already been paid in terms of the **Policy**.

5.4. Unpaid Premiums

We need to receive premium in order for **Your** cover to remain active. If the premium continues to be unpaid and **You** do not contact **Your** insurance broker, **Your Policy** may be cancelled.

In the event of 2 unpaid debit orders, no further debits will be deducted from **Your** bank account and cover will cease.

5.5. Continuation of cover (where premium is payable by bank debit order or by transmission account)

The premium is due in advance and, if it is not received by **Us** by the due date, this insurance will be deemed to have been cancelled at:

5.5.1. midnight on the last day of the preceding Policy Period, unless the Policyholder Protection Rules apply to **You** (please refer to clause 5.6.1 – Monthly Debit Payments below);

5.5.2. where **You** can show **Us** that failure to make payment was an error on the part of **Your** bank or other paying agent.

The due date will be the first day of every calendar month where premium is payable monthly, and the first day of:

5.5.3. each 3rd,

5.5.4. each 6th, or

5.5.5. each 12th calendar month following inception, where premium is payable quarterly, half-yearly or annually.

5.6. Monthly Debit Payments

You must pay **Your** monthly premium by debit order. **We** will present **Your** debit order to **Your** paying agent on the date reflected in the **Schedule**.

5.6.1. The premium is payable in advance and must be paid on the due date, which is the first day of every month, or as otherwise agreed.

5.6.1.1. The **Policy** is automatically renewed for a further month every time **You** pay the premium, which must be paid on the due date.

5.6.1.2. Non-payment of the premium in the month of inception (in the first month), for whatever reason, will result in the **Policy** being voided from the inception date.

5.6.1.3. If the Policyholder Protection Rules apply to **You** and if **We** do not receive the premium by the due date, as shown in the **Schedule**, then:

5.6.1.3.1. **You** will be entitled to a grace period of 15 days after the due date (except in the first month of insurance) in which to pay the premium. If the premium is unpaid, and only if the reason is due to “insufficient funds” and for no other reason, it will remain payable and **We** may:

5.6.1.3.1.1. recollect by way of an ad hoc collection; or

5.6.1.3.1.2. submit two debit orders at the next request for payment, in respect of the unpaid debit order as well as the normal one for the new month.

5.6.1.4. In the event that either the recollection is unsuccessful (and the 15-day grace period has lapsed), or the next two debit orders are unsuccessfully collected, the **Policy** will automatically be cancelled.

5.6.2. Yearly payment in cash

If, according to the **Schedule**, this is an Annual **Policy**, this **Policy** is valid for one year.

5.6.2.1. The **Policy** may be renewed on the **Renewal Date** indicated on the **Schedule** if **You** pay the premium on or before the **Renewal Date**. This **Renewal Date** will be the due date for payment of the premium.

5.6.2.2. If **We** do not receive the premium on the due date, or within 15 (fifteen) days thereafter, for whatever reason, the **Policy** will automatically lapse and there will be no cover from the date of renewal.

5.6.2.3. If **We** did not receive the premium in the month of inception (in the first month), for whatever reason, the **Policy** will be void from the inception date.

5.6.2.4. If there is a total loss during the Annual **Policy** Period, the premium remains due to **Us** and is therefore not refundable.

5.7. No Premium Refund After Maximum Compensation (applicable to annual policies only)

If **We** indemnify **You** for a claim up to the total **Sum Insured**, limit of compensation, or value of the item claimed, then **We** will not refund premium to **You** for the remainder of the **Policy** Period for that event or item. (Applicable to annual policies or items where special terms have been imposed separately.)

5.8. Adjustment of Premium

If the premium for any **Section** of this **Policy** has been calculated on any estimated figures, **You** will, after the expiry of each period of 12 consecutive months from the inception date or **Renewal Date** shown in **Your Schedule**:

5.8.1. furnish **Us** with such particulars and information as **We** may require for the purpose of recalculation of the premium for such period; and

5.8.2. any difference will be paid by or to **You**, as the case may be.

6. DUTY TO TAKE REASONABLE STEPS AND PRECAUTIONS

You must, at all times and at **Your** own expense, take all reasonable steps and precautions in:

6.1. maintaining the **Insured Property** in good condition and repair;

6.2. safeguarding the **Insured Property** and ensuring that every item is afforded a level of care and protection commensurate with its value;

6.3. preventing or minimising the risk of any claim under this **Policy**, inclusive of, but not limited to, compliance with and adherence to any laws or regulations which are material to the risk; and

6.4. minimising or mitigating the extent of any claim under this **Policy** after an event occurs which may result in such a claim.

6.5. preventing the risk of any claim under this **Policy** by ensuring that all **Insured Property** remains protected during all periods of **Loadshedding**, inclusive of, but not limited to, ensuring that there is a battery backup connected to any linked burglar alarm required by **Us**, to ensure that the premises and **Insured Property** stated in the **Schedule** remain protected even when **Loadshedding** takes place.

6.5.1. It is an ongoing requirement that **You** must ensure that such battery backup is fully charged, maintained and regularly tested to operate optimally during periods of **Loadshedding**.

The expenses incurred by **You** in compliance with **Your** duty as set out above will not be recoverable under this **Policy** unless they are specifically stated to be so included.

For this Condition, the term **You** is inclusive of any person representing **You** or acting on **Your** behalf or with **Your** authority. (Refer to the General Condition headed *Responsibilities of Others*.)

7. CLAIMS

7.1. Notice

When an event happens which may result in a claim under this **Policy**, **You** must do the following at **Your** own expense, or **You** will forfeit **Your** right to claim:

7.1.1. **You** must notify **Us** as soon as reasonably possible after the event, but not later than 31 days after the occurrence thereof, and provide **Us** with:

7.1.1.1. full written details of the event, as well as all supporting documentation/evidence pertaining to the potential claim under this **Policy**; and

7.1.1.2. details of any other insurance policy which may also provide insurance cover for the event.

7.1.2. **You** must supply **Us** with such proofs, information, proof of ownership, value of items concerned and/or sworn statements not later than 14 days after **We** have requested them.

7.1.3. **You** must report to the police:

7.1.3.1. within 48 hours, or as soon as reasonably possible, any crime and take all reasonable steps to discover the guilty party and to recover any property;

7.1.3.2. within 24 hours, any accident which occurs on a public road.

Claim forms are readily available and can be obtained from **Your** insurance broker or from **Our** website www.cib.co.za .

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7.1.4. Do not carry out repairs on **Your** own unless **We** give **You** written permission to do so, except in terms of the extensions which provide for temporary repairs or measures to prevent additional damage.

7.1.5. Where possible, take photographs of any damage.

7.1.6. **You** may not dispose of any **Insured Property** being the subject of a claim before assessment of damage, and **You** may not dispose of any **Insured Property** without **Our** consent. This Condition will be evidence of **Your** leave and licence to **Us** to do so. **You** will not be entitled to abandon any **Insured Property** to **Us**, whether taken possession of by **Us** or not. (refer to the General Condition headed *Our Rights after an Event and Subrogation*.)

7.1.7. If **You** dispose of any **Insured Property** prior to assessment of a claim, or if **You** dispose of such property without **Our** prior consent, **You** will forfeit **Your** right to claim and **We** will reject such claim.

Please refer to the General Condition headed *Prescription Periods* in respect of **Your** rights if **We** reject any claim and the time limits within which to serve legal proceedings on **Us**.

7.2. Liability

7.2.1. If, in compliance with **Your** obligations under the *Notice* provisions above, **You** have notified **Us** of an event which may result in a claim by **You** under one or more of the liability **Sections** or sub-sections of this **Policy**, then any subsequent claim which is made against **You** and which arises from the event notified, will be deemed to have been first made against **You** in writing on the day that **You** notified the event to **Us**.

7.2.2. **You** must immediately forward to **Us** any notice of claim or any demand, or any communication, writ, summons (whether civil or criminal) and/or other legal process, inquiry, investigation or inquest in connection with any claim against **You** or the event that may give rise to a claim in terms of this **Policy**.

7.3. If this **Policy** is cancelled or is not renewed, then within 31 days of the expiry or termination of the **Policy**, **You** may notify **Us** of any event that may result in **You** making a claim under this **Policy**, provided that **You** have complied with **Your** obligations under the Notice provisions above and provided that such event happened during the **Policy Period**.

7.4. No admission, statement, offer, settlement negotiations, promise, payment or indemnity, whether verbal or written, will be made by **You** to any party whatsoever without **Our** written consent.

7.5. **You** agree not to accept any payment(s) of whatsoever nature from any third party or other person regarding any claim without **Our** written consent.

7.6. If You fail to adhere to the aforesaid or commit any of the prohibited actions as aforesaid, then **You** may lose all benefits under this **Policy** and/or be required to repay **Us** any benefit that **You** have received.

7.7. Settlement of Claims

7.7.1. **We** decide whether **We** want to settle **Your** claim for loss or damage by repairing, replacing or by paying the replacement value (or a combination of the three), less the value of the damaged property, but subject always to the limit of indemnity stated in the **Schedule/Addendum/Annexure**.

7.7.2. Whether **We** decide to pay, reinstate, replace or repair, **We** will not be obliged to do so exactly, but only as the circumstances reasonably allow. The principle of indemnity applies to placing **You** back in a position equal to what **You** were in, taking all factors into account, but not better or more extensive. **You** cannot profit from a claim, receive double payment or enrich **Your** financial position.

7.7.3. Before **We** finalise or settle any claim under this **Policy**, **We** may require **You** to sign an agreement of loss.

7.7.4. **We** are entitled to take over and conduct, in **Your** name, the defence or settlement of any claim being made against **You** and will have full discretion in the conduct of any proceedings and in the settlement of any claim against **You**, and **You** will give **Us** all such information and assistance as **We** may reasonably require. **We** may at any time pay to **You** the **Limit of Indemnity** applicable to any claim being made against **You**, or any lesser amount for which **We** can settle such claim, and **We** will then have no further liability under this **Policy** in relation to such claim.

7.7.5. All claims will be paid by means of Electronic Funds Transfer (EFT), and all cash settlements will be paid into the account from which the **Policy** premium has been paid, unless specifically agreed otherwise by **Us**.

8. OUR RIGHTS AFTER AN EVENT AND SUBROGATION

8.1. On the happening of any event in respect of which a claim is or may be made under this **Policy**, **We** and every person authorised by **Us**, without thereby incurring any liability and without diminishing **Our** rights to rely upon any **Terms and Conditions** of this **Policy**, have the right to:

8.1.1. take, enter or keep possession of any property being the subject of a claim and deal with it in any reasonable manner;

8.1.2. **You** may not dispose of any such property without **Our** consent. This Condition will be evidence of **Your** leave and licence to **Us** to do so. **You** will not be entitled to abandon any property to **Us**, whether taken possession of by **Us** or not;

8.1.3. take over and conduct the defence or settlement of any claim and institute any action in **Your** name for **Your** benefit, whether for indemnity or otherwise, and **We** will have full discretion in the conduct of any proceedings and in the settlement of any claim;

8.1.4. in respect of any claim for injury under this **Policy** where such cover is granted, **You** are required to provide all certifications, medical records and reports, information and evidence required by **Us** at **Your** expense, and any injured person will, as often as required by **Us**, submit to medical examination at **Our** expense. **We** will, in the case of death, be entitled to have a post-mortem examination performed;

8.1.5. **You** must do or allow **Us** to do, at **Our** expense, everything that may be necessary, or reasonably required by **Us**, for the purpose of enforcing any rights and remedies or alternatively obtaining relief or indemnity from other parties to which **We** become entitled or subrogated upon paying for or making good any claim under the **Policy**, whether such acts or things will be or become necessary or required before or after indemnification by **Us**, to enforce the right to claim on **Your** behalf and in **Your** name. If **You** fail to adhere to the aforesaid, then **You** may lose all benefits under this **Policy** and/or be required to repay **Us** any benefit that **You** have received;

8.1.6. in respect of any **Section** of this **Policy** under which indemnity is provided for liability to third parties, **We** may, upon the happening of any event, pay **You** the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled, and **We** will thereafter not be under further liability in respect of such event;

8.1.7. when **We** settle a claim, **Your** rights to claim against other parties are automatically transferred to **Us**.

9. CORRECTIVE ACTION

Corrective action involves the identification of risks associated with **Your** profile and the implementation of methods used to eliminate or reduce the causes, in **Our** attempts to prevent a reoccurrence of these risks.

We may, after a claim or **Your** failure to comply with risk requirements following a risk survey (refer to the General Provision headed *Risk Surveys and Values at Risk*), or in cases where there is a deterioration in **Your** claims history, review the terms of this **Policy** with due consideration of any notice period required.

10. PRESCRIPTION PERIODS (TIME LIMITS)

(Except for claims under Section 7: Personal Accident)

10.1. No claim under this **Policy** will be payable after the expiry of 12 months, or such further period as **We** may, in writing, allow, from the date of the happening of the event which resulted in such claim, unless the claim is the subject of pending legal action or is a claim in respect of **Your** legal liability to a third party.

10.2. Once **We** inform **You** of **Our** decision on any claim under this **Policy** (whether it is a rejection, a partial rejection, a dispute about the quantification of the claim or otherwise), **You** will have 90 days to make representations to **Us** about **Our** decision. Following the expiry of the 90-day period, and irrespective of whether representations have been made during this period, **You** will have 180 days within which to serve legal action on **Us**, failing which **Your** right to challenge the decision is forfeited and You will have no further claim or recourse against **Us**.

11. NON-CO-OPERATION FOLLOWING A CLAIM

You must submit all forms and documentation requested by **Us** to enable **Us** to verify and investigate **Your** claim or an event that may result in a claim.

Failure by **You** to comply with **Our** reasonable requests and with the provisions of the General Condition headed *Claims* may result in the rejection of such claim. **You** will be responsible for the costs incurred in **Our** attempts to process such claim.

12. RECOVERY

12.1. If, after payment of a claim in respect of lost or stolen property, such property is located or recovered, **You** will render all assistance and cooperation in the identification and in the physical recovery and safe keeping of such property.

12.2. **We** will pay for the reasonable cost of identifying such property.

12.3. Failure to assist **Us** in the recovery and safe keeping of such property will result in **You** becoming legally liable to repay **Us** all payments and expenses in respect of the claim.

12.4. If the property was successfully recovered, then **We** will be the rightful owner of the property.

13. AMOUNTS PAYABLE BY YOU

You will be liable for the Excess amount.

The "Excess" is the amount **You** must pay before **We** settle any claim. The **Annexure/Addendum/Schedule/Policy** will show whether an Excess applies. If the Excess is based on a percentage of the loss or damage, the percentage will be applied to the gross amount of the loss or damage that has occurred.

13.1. A basic Excess is payable on each and every claim, unless indicated otherwise on the **Schedule/Annexure/Addendum**;

13.2. Where a claim arises under more than one **Section** of this **Policy**, the Excess payable by **You** for each and every **Section** will apply. Where more than one Excess is payable by **You** under a specific **Section**, only the largest Excess will apply – unless indicated otherwise on the **Schedule/Annexures/Addendum**;

13.3. An additional Excess may be applicable if indicated in the **Schedule**. The total Excess will be calculated by adding together the basic and additional Excesses and then deducting the sum of these Excesses from the gross claim amount. Additional Excesses mean voluntary as well as compulsory Excesses, such as age Excess or similar Excesses stated in the **Schedule**.

14. FRAUDULENT, WILFUL, DELIBERATE OR RECKLESS ACTS

All rights of indemnity under the **Policy** will be forfeited if:

14.1. any claim is in any respect fraudulent; or

14.2. any fraudulent means or devices are used by **You**, or anyone acting on **Your** behalf or with **Your** knowledge or consent, to obtain any benefit under this **Policy**; or

14.3. any information or documents in support of a claim, whether created by **You** or on **Your** behalf, are not true, are not complete, or are fraudulent; or

14.4. any event is occasioned by **Your** wilful, deliberate or reckless acts or participation; or

14.5. the quantum of a claim is deliberately exaggerated by **You** or anyone acting on **Your** behalf.

We will be entitled to cancel **Your Policy** with immediate effect in all instances of fraudulent, wilful, deliberate or reckless acts.

15. REINSTATEMENT OF COVER AFTER LOSS

(Not applicable to any Section where it is stated to be not applicable)

In consideration of the **Sums Insured** not being reduced where appropriate by the amount of any loss, **You** will pay an additional premium on the amount of the loss from the date thereof or from the date of reinstatement or replacement (whichever is the later) to expiry of the **Period of Insurance.**

16. BREACH OF CONDITIONS

The Conditions of this **Policy** and **Sections** thereof will apply individually to each of the risks insured and not collectively to them so that any breach of or non-compliance with any Condition of this **Policy** will render voidable the **Section** or item only in respect of the risk to which the breach applies.

17. NO RIGHTS TO OTHER PERSONS (UNLESS OTHERWISE AGREED BY US)

17.1. Nothing in this **Policy** will give any rights to any person other than **Yourself**.

17.2. Any extension providing indemnity to any person other than **Yourself** will not give any rights of claim to such person, the intention being that **You** will claim on behalf of such person.

17.3. Receipt by **You** will in every case be full discharge by **Us**.

18. CONSTRUCTION REQUIREMENTS, STATUTORY LAWS AND MAINTENANCE

You must comply with all laws, regulations, by-laws and rules that apply to **Your Business** or to any other cover provided in this **Policy**.

It is a Condition of this **Policy** that any construction undertaken on **Your Insured Property** fully adheres to all applicable laws of the Republic of South Africa, inclusive of, but not limited to, the National Building Regulations, NHBRC regulations and municipal by-laws.

This obligation also extends to any laws and regulations of countries within the approved Territorial Limits of this **Policy** (refer to the General Condition headed *Territorial Limits*).

18.1. **We** require that:

18.1.1. **You** comply with all the relevant laws, by-laws, statutory regulations and best practices that may be applicable to **Your** nature of **Business**/activities;

18.1.2. Buildings and structures must be built in accordance with the relevant legislation to which they are subject;

18.1.3. **You** must maintain buildings and service all tools, machinery and equipment used in a sufficient condition, according to the manufacturer's specifications, to ensure that they are in proper working condition at all times;

18.1.4. All generator installations, gas installations, electric fences and other similar electrical installations (inclusive of **Water Apparatus** installations) be performed by qualified personnel, and **You** must receive a certificate of compliance for all of these installations and others that are required by law.

We may require that **You** provide evidence in support of the above requirements, it being understood that **Your** failure to comply with the regulations and/or laws relating to construction requirements, statutory laws and maintenance may result in **Your** claim not being paid.

19. LAW AND LEGAL JURISDICTION

19.1. **We** will not be liable for any loss, damage, costs or expenses directly or indirectly arising from the non-adherence to any applicable laws, regulations, rules/regulations of governing bodies, by-laws or rules of the Republic of South Africa.

19.2. This **Policy** will be governed by and interpreted in accordance with the laws of South Africa.

19.3. All disputes arising out of or in connection with this **Policy** will fall to the exclusive jurisdiction of the Courts of the Republic of South Africa.

20. COVER PROVIDED BY THIS POLICY

No cover will be provided if the premium for this **Policy** has not been received as mentioned under the General Condition headed *Payment of Premium*.

No cover will be provided under this **Policy** or any **Section** if either the insured amount or the limit of compensation shown in the **Schedule**:

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

20.2. has been filled in as "nil"; or

20.3. has been filled in as "not applicable".

21. AUTOMATIC INCREASE MARGIN

The Sums Insured under **Section** 1: Homeowners and **Section** 2: Household Contents will be increased automatically on the **Renewal Date** shown in **Your Schedule**.

This does not relieve **You** of **Your** responsibility to ensure that the **Sums Insured** represent the full replacement value of the property at all times.

Should a claim arise during the period, but prior to the next **Renewal Date** shown in **Your Schedule**, the **Sums Insured** of the above will be proportionally increased in relation to the **Annual Period**.

22. WARRANTIES/NOTES/ENDORSEMENTS

Cover is subject to the warranties and/or notes and/or endorsements as stated in the **Schedule** and are an essential element of the **Policy**. These can determine the validity of the **Policy** and must be strictly observed and complied with.

Such warranties and/or notes and/or endorsements are specific provisions and/or conditions which are written **Variations** to the **Policy** and which modify certain **Terms and Conditions**. These can add, delete or change the cover provided by the **Policy**.

If **You** fail to comply with any of the aforementioned, or if **You** provide incorrect **Material Facts**, it will result in a claim being rejected or the **Policy** being cancelled from the date that such breach of compliance is established.

23. TERRITORIAL LIMITS

Unless stated otherwise in the **Policy Sections**/**Schedule** and/or **Annexure** and/or **Addendum**, the territorial limits are noted as the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique and Zambia.

24. RESPONSIBILITIES OF OTHERS

You warrant that **Your** employees, members, partners, directors, principals, nominated drivers, any resident or user of any **Insured Property**, or any other person or entity over which **You** exercise control, will comply with the **Terms and Conditions** contained in the **Policy/Schedule/Addendum**, as the case may be, and agree that, in the absence of such compliance, **We** may be entitled to void the entire **Policy**, a **Section** of the **Policy** or an item insured in terms of the **Policy**, or reject any claim under this **Policy**.

25. SUSPENSION OF INSURANCE COVER

We may, at **Our** option (subject to the General Condition headed *Cancellation*), suspend cover relative to any **Section** of the **Schedule** to this **Policy**, inclusive of, but not limited to:

25.1. **You** failing to comply with any statutory or building requirement to which this **Policy** is subject;

25.2. any condition to which the **Policy** may be subject, in writing or by endorsement by **Us** and thereafter directed to **You** or an appointed representative of **Yours**.

GENERAL EXCLUSIONS

All the exclusions listed below are paramount and override anything contained in the **Policy/Schedule** and any Endorsement thereto which are inconsistent therewith.

No cover is provided in terms of any of the following:

1. WAR, RIOT AND TERRORISM EXCLUSION

1.1. This **Policy** does not cover any claim, cost, liability, loss or damage directly or indirectly caused by, happening through or occasioned by, in connection with or in consequence of:

1.1.1. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising;

1.1.2. military uprising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or requisition, expropriation, nationalisation or destruction of, or damage to, property by or under the order of any Government or public or local authority, or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;

1.1.3. abandonment and/or dispossession (temporary or permanent) due to detention, confiscation, seizure, requisition, expropriation, restraint, commandeering, nationalisation, appropriation, destruction of, or damage to, property by or under order of any government, de jure or de facto, or by any public or local authority;

1.1.4. civil commotion, labour disturbances, riot, strike, lockout or public disorder, or any act or activity which is calculated or directed to bring about any of the aforegoing;

1.1.5. 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;

1.1.6. any act intended 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;

1.1.7. any attempt to perform any act referred to in clauses (1.1.1) to (1.1.6) above;

1.1.8. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses (1.1.1) to (1.1.7) above.

If **We** allege that, by reason of clauses (1.1.1) to (1.1.8) of this Exclusion, loss or damage is not covered by this **Policy**, the burden of proving the contrary will rest with **You**.

1.2. This **Policy** does not cover 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.

1.3. Regardless of any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** does not cover any liability, loss, cost or expense caused by any Act of Terrorism that is directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical, biological or radiological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an Act of Terrorism means any actual or threatened violent act, or act harmful to human life, tangible or intangible property or infrastructure, directed towards or having the effect of:

1.3.1. influencing or protesting against any de jure or de facto government or policy thereof; or

1.3.2. intimidating, coercing or putting in fear a civilian population or section thereof.

In any action, suit or other proceedings where **We** allege that, by reason of this exclusion, loss, damage or expense is not covered by this **Policy**, the burden of proving that such loss, damage or expense is covered will rest upon **You**.

2. NUCLEAR AND INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION

DEFINITIONS

For the purpose of this General Exclusion the below mentioned definitions bear reference and apply:

2.1. High Radioactivity Zone or Area: means:

2.1.1. for nuclear power stations and **Nuclear Reactors**, the vessel or structure which immediately contains the core (inclusive of its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and

2.1.2. for non-reactor **Nuclear Installations**, any area where the level of radioactivity requires the provision of a biological shield.

2.2. Nuclear Energy Risks: means:

2.2.1. any **Property** on the site of a nuclear power station, **Nuclear Reactor**, reactor buildings and plant and equipment therein and thereon, and/or on any site other than a nuclear power station;

2.2.2. all **Property**, on any site (inclusive of, but not limited to, the sites referred to in (2.2.1) above), used or having been used for the generation of nuclear energy or the production, use or storage of **Nuclear Material**;

2.2.3. any other **Property** eligible for cover in terms of this **Policy**;

2.2.4. the supply of goods and services to any of the sites described in (2.2.1) and (2.2.3) above due to the perils of irradiation and contamination by **Nuclear Material**.

2.3. Nuclear Material: means **Nuclear Fuel**, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of **Nuclear Fission** outside a **Nuclear Reactor**, either alone or in combination with some other material, and **Radioactive Products or Waste**.

2.4. Nuclear / Radioactive Products / Waste: means:

2.4.1. any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of **Nuclear Fuel**, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose; and

2.4.2. **Radioactive Products/Waste** as stated in (2.4.1) above.

2.5. Nuclear Installation: means:

2.5.1. any **Nuclear Reactor**;

2.5.2. any factory using **Nuclear Fuel** for the production of **Nuclear Material**, or any factory for the processing of **Nuclear Material**, inclusive of any factory for the reprocessing of irradiated **Nuclear Fuel**; and

2.5.3. any facility where **Nuclear Material** is stored.

2.6. Nuclear Reactor: means any structure containing **Nuclear Fuel** in such an arrangement that a self-sustaining chain process of **Nuclear Fission** can occur therein without an additional source of neutrons.

2.7. Nuclear Fission: means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.

2.8. 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.

2.9. Nuclear Radiation: means the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

2.10. Nuclear Fuels: means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

2.11. Nuclear Explosives: means an explosive involving the release of energy by **Nuclear Fission** or **Nuclear Fusion**, or both.

2.12. Nuclear Weapon: means a nuclear device designed, used or usable for inflicting bodily harm or **Property** damage.

2.13. Production, Use or Storage of Nuclear Material: means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of **Nuclear Material.**

2.14. Property: for the purpose of this exclusion, means all land, buildings, structures, plant, equipment, vehicles, contents (inclusive of, but not limited to, liquids and gases) and all materials of whatever description, whether fixed or not.

A. This **Policy** does not cover any loss, destruction, damage, claim, cost, expense, bodily injury, liability or consequential loss of whatsoever nature resulting from, or arising from, whether directly or indirectly caused by or arising out of:

(i) **Nuclear Energy Risks**, ionising radiations or contamination by radioactivity from any **Nuclear Fuel** or from any **Nuclear Waste** from the combustion of **Nuclear Fuel**;

(ii) the combustion or use of **Nuclear Fuel**, **Nuclear Material**, **Nuclear Fission** or **Nuclear Fusion**, **Nuclear Radiation**, **Nuclear Explosives** or any **Nuclear Weapon**, or **Nuclear Waste** in whatever form;

(iii) any **Property** in the **High Radioactivity Zone or Area** or any **Nuclear Installation**, as from the introduction of **Nuclear Material**, or for reactor installations, as from fuel loading;

(iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **Nuclear Installation**, **Nuclear Reactor** or other nuclear assembly or nuclear component thereof;

(v) any weapon of war employing atomic or **Nuclear Fission** and/or **Nuclear Fusion**, or other like reaction or radioactive force or matter.

B. For the purpose of this Exclusion only, combustion will be inclusive of any self-sustaining process of **Nuclear Fission**.

3. CYBER LOSS LIMITED EXCLUSION (PROPERTY) LMA5410

DEFINITIONS
For the purpose of this General Exclusion the below mentioned definitions bear reference and apply:

3.1. Computer System: means:

3.1.1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smartphone, laptop, tablet, wearable device), server, cloud; or

3.1.2. microcontroller, including any similar system or any configuration of the aforementioned; and

3.1.3. any associated input, output, data storage device, networking equipment or back-up facility, owned or operated by **You** or anyone else.

3.2. Crisis Management: means any notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a **Data Breach**.

3.3. Cyber Act: means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System** or **Data** by **You** or anyone else.

3.4. Cyber Incident: means:

3.4.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System** whether by **You** or anyone else; or

3.4.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System** or **Data** by **You** or anyone else; or

3.4.3. any **Malware or Similar Mechanism**.

3.5. Data: means information, facts, concepts, codes or any other information of any kind or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment / **Computer Systems.**

3.6. Data Breach: means:

3.6.1. the theft, loss, access to, acquisition of, or unauthorised or unlawful use or disclosure of any person's or organisation's confidential or personal information, inclusive of patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information, involving access to, processing of, use of or operation of any **Computer System**; or

3.6.2. the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Data**.

3.7. Insured Perils: means physical damage, which is directly occasioned by fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

3.8. Malware and Similar Mechanism: means any programme code, programming instruction or other set of instructions constructed with the purpose or ability to damage, interfere with or otherwise adversely affect **Computer Systems**, computer programmes, data files, **Data** or operations (inclusive of but not limited to Virus, Trojan Horse, Logic Bombs or Denial of Service Attacks).

3.9. Time Element Loss: means business interruption, contingent business interruption or any other consequential losses

A. Regardless of any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes all loss, damage, legal liability, cost, expense, fines, penalties or **Time Element Loss** of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

(i) any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**, unless subject to the provisions of paragraph (B);

(ii) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**;

(iii) a **Cyber Act** or **Cyber Incident** inclusive of but not limited to, any action taken in controlling, preventing, suppressing, or remediating any **Cyber Act** or **Cyber Incident**; as well as,

(iv) any **Data Breach**, or **Crisis Management**, any loss of use, reduction in functionality, repair, replacement, restoration, reproduction, or theft of **Data**, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

B. This General Exclusion will not apply to accidental, physical, sudden and unforeseen damage to and/or loss or destruction of the **Insured Property** (excluding **Data**) caused by an **Insured Peril** directly occasioned due to a **Cyber Incident**. However, any **Time Element Loss** and all legal liability resulting therefrom remains excluded.

4. CYBER AND DATA LIMITED EXCLUSION LMA5476 (APPLICABLE TO ALL CASUALTY CLASSES)

DEFINITIONS

For the purpose of this General Exclusion the below mentioned definitions bear reference and apply:

4.1. Bodily Injury: means the term as defined in any **Section** of the **Policy** inclusive of mental injury, mental anguish or mental disease resulting directly from actual **Bodily Injury**.

4.2. Computer System: means:

4.2.1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smartphone, laptop, tablet, wearable device), server, cloud;

4.2.2. or microcontroller including any similar system or any configuration of the aforementioned; and

4.2.3. any associated input, output, data storage device, networking equipment or back-up facility, owned or operated by **You** or anyone else.

4.3. Crisis Management: means any notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a **Data Breach**.

4.4. Cyber Act: means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System** or **Data** by **You** or anyone else.

4.5. Cyber Incident: means:

4.5.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System** whether by **You** or anyone else; or

4.5.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System** or **Data** by **You** or anyone else, or

4.5.3. any **Malware or Similar Mechanism**.

4.6. Data Breach: means:

4.6.1. the theft, loss, access to, acquisition of, or unauthorised or unlawful use or disclosure of any person's or organisation's confidential or personal information, inclusive of patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information, involving access to, processing of, use of or operation of any **Computer System**; or

4.6.2. the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Data**.

4.7. Data : means information, facts, concepts, codes or any other information of any kind or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment / **Computer Systems.**

4.8. Property Damage: means physical damage, which is directly occasioned by fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

A. Regardless of any provision to the contrary within this **Policy** or any endorsement thereto this **Policy** excludes all actual or alleged loss, damage, legal liability, claim, fines, penalties, **Bodily Injury**, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

(i) **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**;

(ii) **Data Breach**; or

(iii) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, damage to, corruption of, inability to access or inability to manipulate or theft of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

B. For the avoidance of doubt, this **Policy** also excludes all **Crisis Management Costs** howsoever arising.

Nothing contained in the foregoing will provide any coverage for any action taken in controlling, preventing, suppressing or remediating a **Cyber Incident** or a **Cyber Act**.

5. ASBESTOS EXCLUSION

*Applicable **Section** 8: Personal Liability and **Section** 9: Supplementary Liability of this **Policy**.*

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 the extent contributed to by, the hazardous nature of asbestos, in whatever form or quantity.

6. GUARANTEES AND WARRANTIES

Subject to the basis of indemnification of each **Section**, in the event of accidental physical and unforeseen damage by an event indemnified in terms of the cover provided to the **Insured Property** which is still the subject of a supplier's / manufacturer's guarantee or warranty, in repairing such property, all reasonable steps will be taken to preserve the residual guarantee or warranty or, when replacing or reinstating, to do so with a residual and comparable guarantee or warranty remaining in place.

Provided that:

6.1. the total amount recoverable will not exceed the **Sum Insured** or limit of indemnity of the particular **Section** or item as the case may be, and

6.2. **We** will not be liable for any loss of such benefit due to the fact that **We** had to inspect such property or the internal components or for purposes of carrying out a repair, where no damage is done to the property due to the repair.

7. CONSEQUENTIAL OR INDIRECT DAMAGE AND/OR LOSS EXCLUSION

Subject to the basis of indemnification of each **Section**, **We** will not provide cover to **You** for consequential or indirect loss or damages of any kind or description whatsoever, inclusive of loss of market value or depreciation other than those specifically stated to be included in this **Policy** or where **We** have agreed otherwise.

8. EXCLUDED PERILS / RISKS / CIRCUMSTANCES

This **Policy** does not cover loss (consequential or otherwise) or damage directly or indirectly arising out of, caused by attributed to or resulting from:

8.1. wear and tear;

8.2. depreciation;

8.3. electrical or mechanical breakdown;

8.4. rust;

8.5. corrosion;

8.6. mildew;

8.7. moth;

8.8. vermin;

8.9. insects;

8.10. domestic pets;

8.11. any gradually operating cause;

8.12. process of dyeing;

8.13. cleaning;

8.14. renovating;

8.15. the action of light or atmospheric conditions;

8.16. faulty and/or defective and/or inferior design, workmanship and/or materials and anything not fit for its intended purpose;

8.17. any loss and/or damage and/or legal liability directly or indirectly caused by, or arising from, or aggravated by, or resulting from legal or illegal mining activities or any gas line breaks or explosions.

9. FRAUDULENT SCHEME, TRICK, DEVICE OR FALSE PRETENCE EXCLUSION

9.1. any fraudulent scheme, trick, device, or false pretence practiced on **You** or any person acting on **Your** behalf (or any person having custody of **Your** property); or

9.2. fraud; or

9.3. the dishonesty of any of **Your** employees, principals, or agents.

10. PRE-EXISTING LOSS / DAMAGE

This **Policy** does not cover any pre-existing losses and/or damage to any **Insured Property**.

11. COMMUNICABLE DISEASE EXCLUSION LMA5394 (PROPERTY)

DEFINITIONS
For the purpose of this General Exclusion the below mentioned definitions bear reference and apply:

11.1. Authority: means:

11.1.1. World Health Organization;

11.1.2. any appropriate Local, National, Governmental, or International Body, Agency, or State approved Authority.

11.2. Communicable Disease: means:

11.2.1. any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

11.2.1.1. the substance or agent is inclusive of but is not limited to, any infectious or contagious disease, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not (or whether asymptomatic or not); and

11.2.1.2. the method of transmission, whether direct or indirect, is inclusive of but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and

11.2.1.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

11.3. Claim: means (for the purpose of this exclusion, inclusive of but not limited to):

11.3.1. the imposition of quarantine or the restriction in movement of people, animals, or goods by any **Authority**;

11.3.2. any travel advisory or warning being issued by any **Authority**;

11.3.3. any public utilities or telecommunication services being interrupted or suspended (whether temporarily or permanently);

11.3.4. any action/prohibition/restriction issued by any **Authority** or promulgated by law, inclusive of but not limited to the prevention or restriction of access to, or use of premises/ buildings/facilities or the interference with **Your** nature of risk;

11.3.5. any loss due to interruption to or interference with **Your** nature of risk;

11.3.6. any action taken in preventing, containing, controlling, or dealing with the manifestation, outbreak or spread thereof.

A. Regardless of anything contained to the contrary in this **Policy** or any endorsement thereto, this **Policy** excludes any loss, damage, legal liability, **Claim**, cost, business interruption, contingent business interruption, consequential loss or any expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:

(i) a **Communicable Disease**; or

(ii) the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently; or

(iii) in any other sequence thereto as well as any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease.**

12. COMMUNICABLE DISEASE EXCLUSION LMA5399 (CASUALTY)

DEFINITIONS
For the purpose of this General Exclusion the below mentioned definitions bear reference and apply:

12.1. Authority: means:

12.1.1. World Health Organization;

12.1.2. any appropriate Local, National, Governmental, or International Body, Agency, or State approved Authority.

12.2. Communicable Disease: means:

12.2.1. any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

12.2.1.1. the substance or agent is inclusive of but is not limited to, any infectious or contagious disease, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not (or whether asymptomatic or not); and

12.2.1.2. the method of transmission, whether direct or indirect, is inclusive of but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and

12.2.1.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health or human welfare or property damage.

12.3. Claim: means (for the purpose of this exclusion, inclusive of but not limited to):

12.3.1. the imposition of quarantine or the restriction in movement of people, animals, or goods by any Authority;

12.3.2. any travel advisory or warning being issued by any Authority;

12.3.3. any public utilities or telecommunication services being interrupted or suspended (whether temporarily or permanently);

12.3.4. any action/prohibition/restriction issued by any Authority or promulgated by law, inclusive of but not limited to the prevention or restriction of access to, or use of premises/ buildings/facilities or the interference with **Your** nature of risk;

12.3.5. any loss due to interruption to or interference with **Your** nature of risk;

12.3.6. any action taken in preventing, containing, controlling, or dealing with the manifestation, outbreak or spread thereof.

A. Regardless of any provision to the contrary within this **Policy**, this **Policy** excludes all actual or alleged loss, legal liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to **You**, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:

(i) a **Communicable Disease;** or

(ii) the fear or threat (whether actual or perceived) of a **Communicable Disease** as well as any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease.**

13. SANCTIONS EXCLUSION (LMA3100)

13.1. **We** will not provide any cover or be deemed to provide any cover and will not be liable to pay any claim or provide any benefit in terms of the **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or Switzerland, insofar as they are not in contradiction to the legislative provisions applicable to any German or EU legislation or regulation concerned.

13.2. **We** have the right, at **Our** sole discretion and in all instances not to provide cover or to void and/or cancel the **Policy**, any **Section** and/or item due to the activities mentioned in paragraph (13.1.) above or where **We** become aware of any breach of this Sanctions Exception.

13.3. It is further declared and agreed that the embargo provisions of the European Union European Union, United Kingdom, United States of America and Switzerland are respected by **Us**. **We** agree that this **Policy** will provide no benefit to any persons, entities and/or bodies listed in the mentioned territories regulations and that no cover or payment of any claim will be made which would expose **Us** to any sanction, prohibition or restriction as stipulated under paragraph (13.1) above.

14. RUSSIA, UKRAINE AND BELARUS EXCLUSION

It is understood and agreed that this **Policy** does not provide any cover and does not include any liability to pay any claim or provide any benefit in respect of any goods, service, insured items or risks located in Russia, Ukraine or Belarus, of Russian, Belarusian or Ukrainian origin, to be transported to or from Russia, Ukraine, Belarus or directly or indirectly owned by a Russian, or Belarusian person or entity on the trade and economic sanction list, or in any other way subject to a Russian, Belarusian interest on the trade and economic sanction list, unless otherwise agreed by **Us** in writing.

Ukraine means the occupied territories in the Ukraine that are not controlled by the government of the Ukraine.

Sanctioned list refers to the trade and economic sanctions list of the United Nations Security Council, European Union, United Kingdom, United States of America and Switzerland.

15. GRID FAILURE EXCLUSION 01/04/2023

DEFINITIONS
For the purpose of this General Exclusion the below mentioned definitions bear reference and apply:

15.1. Electricity Supplier: means any National, Regional, Municipal, Local and/or Private entity / body / company who governs, directs and/or has control and/or provides electricity to **You** or anyone else.

15.2. Grid Failure: means a total or partial interruption, interference or suspension of electricity supply or electricity outage, whether by an electricity cut, electricity failure, electricity blackout, electricity loss, or an absolute blackout due to the collapse, fault, failure, neglect, damage, inability or any other cause whatsoever (inclusive of any Government action) of any electricity provider or **Electricity Supplier** to produce, connect, supply, transmit or distribute electricity to You or anyone else.

A. This **Policy** will not provide cover for any loss, damage, legal liability, cost, expense, business interruption or consequential loss of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with **Grid Failure** for whatsoever reason (inclusive of any **Electricity Supplier's** action, decision or omission relating to the production, connection, supply, transmission or distribution of electricity).

B. For the purpose hereof, any effects on any other public / private utility or service due to **Grid Failure**, inclusive of but not limited to the disruption of water supply, telecommunications and sewage systems, is also excluded.

16. ILLEGAL USE AND/OR OCCUPATION OF INSURED PROPERTY EXCLUSION

In the event of any occupation of or use of **Your** premises that results directly or indirectly from the contravention of any laws of the Republic of South Africa inclusive of laws and/or regulations of countries that falls within the approved territorial limits of this **Policy**, for example: public policy, municipal by-laws (however not limited to these examples) will result in cover being suspended from the date of such occupation or use. For the purpose hereof, any claim as a result of illegal connections to/from **Insured Property** is also excluded hereby.

If **We** allege that, by reason of illegal use and/or occupation of **Insured Property**, loss or damage is not covered the burden of proving the contrary will rest upon **You**.

17. CONFISCATION AND FORFEITURE

We will not be liable for any loss, damage, costs or expenses directly or indirectly arising from detention, seizure, confiscation, forfeiture, impounding or requisition carried out by customs, SA Police Services, Crime prevention units or other duly authorised/lawfully constituted officials or authorities. For clarity, any appropriation or expropriation is also excluded.

18. POLLUTION AND CONTAMINATION EXCLUSION CLAUSE

18.1. This **Policy** will not provide cover for any loss, damage, legal liability, cost, expense, business interruption or consequential loss of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with contamination, pollution, soot, deposition, impairment with dust, chemical precipitation, adulteration, poisoning, impurity, epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health.

18.2. This General Exclusion will not apply to accidental, physical, sudden and unforeseen loss or damage to **Insured Property** caused by fire, lighting, explosion, impact of aircraft, vehicle impact, sonic boom, accidental escape of water from any tank, apparatus or pipe, malicious damage, storm, hail, flood, inundation, earthquake, subsidence, landslip, snow pressure, avalanche or volcanic eruption or public liability insured under the policy, to the extent that the liability arises from a sudden, identifiable, unintended and unexpected event from **Your** standpoint which takes place in its entirety at a specific place and time during the **Annual Period**.

If **We** allege that loss or **Damage** is not covered by this **Policy**, the burden of proving the contrary will rest with **You**.

19. MATERIAL DAMAGE PROVISION

This **Policy** excludes business interruption (inclusive of contingent business interruption) which is not a result of an insured **Physical Damage Peril**. **Physical Damage Perils** are defined as:

19.1. fire, lightning or explosion;

19.2. storm, wind, water, hail or snow;

19.3. impact;

19.4. earthquake or any other natural catastrophe.

GENERAL PROVISIONS

Subject to the provisions of the Insurance Act ,18 of 2017 and any other applicable insurance legislation, as amended from time to time.

1. CLAIMS PREPARATION COSTS

The insurance offered under each **Section** of this **Policy** is inclusive of costs reasonably incurred by **You** in producing and certifying any particulars or details required by **Us** in terms of the General Condition headed *Claims* or to substantiate the amount of any claim, provided that **Our** liability for such costs in respect of any one claim will not exceed in respect of a particular **Section** the amount stated in the **Schedule/Annexure/Addendum**.

2. PAYMENTS ON ACCOUNT

In respect of any **Section** where amounts recoverable from **Us** are delayed pending finalisation of any claim, payments on account may be made to **You**, if required and will be at **Our** discretion.

3. MEANING OF WORDS

The **Schedules/Annexures/Addendum** and any Endorsements thereto and the **Policy** must be read together and any word or expression to which a specific meaning has been given in any part thereof will bear such meaning wherever it may appear.

4. POLICY INTERPRETATION

It is recorded that the cover that is provided by this **Policy** and the **Terms and Conditions** have been agreed and accepted by **You** before entering into the **Policy** and that the rule of construction that this **Policy** will be interpreted against the party responsible for its preparation and drafting will not apply.

One **Section** may not be used to interpret another **Section**.

5. HOLDING COVERED ARRANGEMENTS

If **We** are holding covered on a risk, then **We** will not reject a claim on the basis that the premium has not been agreed.

In respect of items being subject to the holding covered arrangement, it is hereby warranted that:

5.1. no claim has occurred if the holding covered arrangement has been given retrospectively and no such claim will be paid if **We** are not advised;

5.2. **Your** acceptance of the terms of any holding covered arrangement whether by **You** and/or **Your** Intermediary/Agent authorises **Us** to verify all previous insurance details with other Financial Service Providers and Institutions as well as to perform credit checks with all major Credit Information Companies;

5.3. cover is subject to a duly signed proposal form inclusive of all bona fide information, a satisfactory Survey Report where requested, the outcome of the Credit Bureau Report as well as previous claims experience being provided.

5.3.1. If the survey or Credit Bureau findings are unfavourable, **We** reserve the right to withdraw or modify the quotation terms and the holding covered arrangement with immediate effect;

5.4. the holding covered arrangement is strictly subject to the **Terms and Conditions** of the **Policy**, security and other requirements stipulated by **Us**;

5.5. premium is payable on or before the **Inception Date** or **Renewal Date** of the **Policy** or item as the case may. **We** will not be obliged to accept premium tendered after the **Inception Date** or **Renewal Date** as the case may be, but do so upon such terms as **We**, at **Our** sole discretion, may determine. (Please refer to the General Condition headed *Payment of Premium*.);

5.6. all holding covered arrangements that lapse or which are not taken up will be subject to a minimum time on risk premium equivalent to one month's premium being charged for the period that **We** are on cover;

5.7. the holding covered arrangement is put into place on the understanding that that there is no misrepresentation of **Material Facts**, inclusive of but not limited to a claim or circumstances which may give rise to a claim which happened from the date on which the holding covered arrangement becomes effective until the date contained in the official holding covered Agreement. If this is the case, this holding covered arrangement is of no force and effect.

6. SECURITY FIRMS

If an employee of a security firm employed by **You** under a contract causes loss or damage, then **We** will agree that if stated in the terms of the said contract that **You** may not claim against the said security firm, that **We** will not exercise **Our** rights of recourse against the said security firm and **We** will not raise as a defence to any valid claim submitted under any **Section** or sub-section of this **Policy** that **Our** rights have been prejudiced by the terms of any contract entered into between **You** and any security provider relating to the protection of the **Insured Property**.

8. VALUE ADDED TAX

All monetary amounts stated in this **Policy** are deemed to be Value Added Tax (VAT) inclusive amounts at the agreed percentage applicable in terms of the VAT Act (RSA) as amended from time to time, unless such amounts are not deemed to be VAT inclusive in terms of the VAT Act (RSA) as amended from time to time.

Value-Added Tax is commonly known as VAT. VAT is an indirect tax on the consumption of goods and services in the economy. Revenue is raised for government by requiring certain businesses to register and to charge VAT on the taxable supplies of goods and services. These businesses become vendors that act as the agents for government in collecting VAT.

Please note:

8.1. VAT will be dealt with in accordance with the Value-Added Tax Act No 89 of 1991 [VAT Act] "the VAT act" with particular reference to VAT treatment of specific suppliers in the Short-Term Insurance Industry.

8.2. In terms of a ruling issued by the Commissioner (SARS), the **Schedule** together with proof of payment constitutes an alternative to a tax invoice, debit note or credit note as contemplated in Section 20(7) and 21(5) of the VAT Act respectively and supersedes any **Schedule** or renewal notice issued by **Us** for this purpose; therefore, kindly ensure that, for the purpose of deducting VAT ("input tax") from SARS in relation to **Your** premium payment that **You** are in possession of the **Schedule**, together with proof that the premium has been paid e.g. bank statements.

9. LIABILITY UNDER MORE THAN ONE SECTION

We will not be liable under more than one **Section** of this **Policy** in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage.

10. RISK SURVEYS AND VALUE AT RISK

We will be permitted, but not obliged, to inspect **Your** property and operations at any time and at **Our** own discretion. Neither **Our** rights to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of, or for **Your** benefit or others, to determine or warrant that such property or operations are safe.

You are reminded of the General Condition headed *Duty to Take Reasonable Steps and Precautions* and **Your** ongoing responsibilities to ensure compliance therewith as well as all duties regarding the maintenance of the premises.

Risk Survey reports will exclude and are not intended to be:

10.1. structural engineer reports or building workmanship reports;

10.2. utilised to determine the condition and structural integrity of the roofing support structure and storm water drainage efficiency;

10.3. geotechnical reports to ascertain soil types and underlying soil integrity;

10.4. designed to supersede or relax any legislation or standards applicable to Southern Africa;

10.5. an expert opinion, its aim being to identify and record the inspection conducted and protection measures observed at the time of the survey;

10.6. climatologist reports concerning flood and lightning risks.

When considered necessary, reasonable risk improvement requirements will be imposed by **Us**, subject to the relevant prescribed time frames, if applicable. Risk requirements need to be adhered to in order to ensure that insurance cover is in effect at the time of an event giving rise to a claim in terms of the **Policy**.

Any non-compliance with risk requirement measures will result in **Your** forfeiture to claim hereunder.

Where a Value at Risk Survey (VAR) has been conducted by a Valuator appointed and approved by **Us**, and the sum insured as stated in the **Schedule** is equivalent to the value as stated in the VAR, the "Average" Condition will not apply if:

10.7. The VAR is not older than 24 months;

10.8. **We** are notified of any newly acquired items purchased and the sum insured has been adjusted accordingly.

Specific Provisions

1. Jewellery, fine arts, antiques, collectables and silver do not form part of the **VAR** unless updated valuation certificate accompany the report. It being noted and agreed that the costs associated with such updated valuation will be for **Your** own account.

2. Even though **We** extend these benefits to **You** as a value-added service, these surveys do not nullify nor alter **Your** responsibility to ensure that **Sums Insured** are adequate from inception and throughout the currency of this **Policy**.

11. FIRE PROTECTION

It is a condition precedent to liability under this **Policy** that all firefighting equipment or fire protection at the premises is installed, maintained and serviced in accordance with the Regulations contained in the National Building Regulations or any other regulations as may be contained in the respective Emergency Services Byelaws.

12. INTEREST ON PAYMENTS

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

13. HEADINGS

Headings included in this **Policy** should not be read in isolation.

14. EXAMPLES/SCENARIOS

Where examples/scenarios have been provided in this **Policy** it is meant for information/training purposes only. Some technical accuracy might have been sacrificed for ease of explanation and cannot be used for legal interpretation.

15. AVERAGE (UNDER INSURANCE)

If the **Insured Property** is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, then **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the loss accordingly. Every item, if more than one, will be separately subject to this Condition where such Average Clause is applicable.

The example below, illustrates how **We** will calculate the settlement amount of a claim taking into consideration the principle of Average:

Item insured amount (as provided by client or broker)	-	R100 000.00
Loss and/or damage amount claimed	-	R 50 000.00
Actual Value of Item (post "Loss")	-	R150 000.00
Amount settled:		R100 000.00 x R50 000.00 / R150 000.00
Total:	R33 333.33	
Less excess:	R 1 000.00	
Total settlement amount:	R32 333.33	

16. TYPE 2 SURGE PROTECTION DEVICE WARRANTY APPLICABLE TO POWER SURGE

Unless **We** have agreed otherwise it is warranted that any claim for loss or damage arising from **Power Surge** or fluctuations in the power supply voltage will be limited unless a Type 2 Surge Protection Device has been installed and maintained at the risk address containing **Insured Property** on all data lines, power supply plugs and to electrical distribution boards.

If a Type 2 Surge Protection Device is not installed at the premises as indicated above cover will be limited to the maximum **Basic Power Surge** limit stated in the **Schedule/Annexure** and **You** will be liable for the increased Compulsory Excess stated in the **Schedule/Annexure**.

If **We** say that a claim is not covered due to **Your** failure to comply with the conditions of this warranty, then **You** must prove the contrary.

17. INSTALLED SOLAR SYSTEM WARRANTY

17.1. It is hereby noted and agreed that **Your Installed Solar System** is insured in terms of the cover provided only if this has been specified as a separate item on **Your Schedule** and an additional premium has been paid.

17.2. The cover provided is strictly subject to ongoing compliance with the **Installed Solar System** Certificate of Compliance Warranty, Non-Contribution Clause and **Installed Solar System** Finance Clause.

17.3. It is a requirement precedent to any cover provided hereby that all the **Terms and Conditions** of this Endorsement as well as any **Terms and Conditions** forming part of the **Section** must be observed and complied with at all times failing which **You** will forfeit **Your** right to claim and **We** will be entitled to reject **Your** claim.

17.4. In compliance with the requirement that all **Electrical Installations** must be performed by a **Suitably Qualified Electrician**, it is also required that such **Suitably Qualified Electrician** must be in possession of a valid Contractors All Risks Policy which is inclusive of liability covering the installation, testing and commissioning of such installation.

17.5. The cover provided will only respond to sudden, unforeseen, accidental, physical loss or damage after installation, testing, commissioning and hand over has been completed. There is no cover while the **Installed Solar System** is being installed, tested and/or commissioned.

17.6. The option to replace, reinstate or repair **Your Installed Solar System** remains at **Our** discretion and **You** must have a valid claim for the **Installed Solar System**.

17.7. A linked alarm (refer to Warranty Section headed Linked Alarm Warranty) is required in order to qualify for theft cover unless **We** have previously agreed to waive this requirement in writing.

INSTALLED SOLAR SYSTEM CERTIFICATE OF COMPLIANCE WARRANTY

You agree that **You** will obtain the Certificate of Compliance (COC) once testing, commissioning and hand over has been completed. **We** reserve the right to call for the COC in the validation of any claim made hereunder if this has not been provided to **Us** at the time of **Us** accepting cover for the **Installed Solar System**.

You will forfeit **Your** right to claim hereunder if **You** fail to comply with the COC requirement and **We** will be entitled to reject **Your** claim if **We** establish that **You** have not complied with the provisions of this **Installed Solar System** Certificate of Compliance Warranty.

NON-CONTRIBUTION CLAUSE

If any insured event arising out of one original cause or source is more specifically insured against under any other extension or provision insured under this **Section**/**Policy**, this insurance will not be brought into contribution with such other extension or provision.

INSTALLED SOLAR SYSTEM FINANCE / RENTAL CLAUSE

Regardless of anything contained to the contrary in the **Policy** or Endorsement thereto it is noted and agreed that **We** will not be liable to notify any financier/lessor where **You** have breached the terms and conditions of such finance/rental agreement or where the **Policy** is endorsed or cancelled for whatsoever reason.

BASIS OF HOW WE WILL PROVIDE COVER

Our indemnity is limited to the replacement value, or the **Sum Insured** stated in the **Schedule** except for loss of or damage to batteries, where **Our** indemnity is limited to the percentage of depreciation to the replacement value of such batteries forming part of the **Installed Solar System** but never exceeding the initial purchase price, or the **Sum Insured** as stated in the **Schedule** whichever is the lesser.

Depreciation scale applicable to Lithium – ion batteries

AGE OF BATTERY	**% OF CO PAYMENT BY YOU**
Up to 5 Years	0%
More than 5 Years -7 Years	15%
More than 7 Years – 10 Years	50%
More than 10 Years but less than 12 Years	80%
More than 12 Years	No cover

Depreciation scale applicable to Lead plate batteries

AGE OF BATTERY	**% OF CO PAYMENT BY YOU**
Up to 5 Years	0%
More than 5 Years -7 Years	50%
More than 7 Years – 10 Years	80%
More than 10 Years	No cover

If a valid claim has been made against this **Section,** the sum insured must be sufficient to cater for the below additional costs and any settlement made will not exceed the combination of these costs and the **Sum Insured** of the **Installed Solar System** in respect of:

1. dismantling;
2. re-erection;
3. transportation;
4. removal of damaged property insured (but less the value of the remains);
5. importation duties and value added tax (if and where applicable).

PARTIAL LOSS

If the **Installed Solar System** suffers damage that can be repaired, the basis of how **We** will provide cover will be the cost of replacing or reinstating the damaged property to working order provided that, **We** will under no circumstance pay for any costs (additional or otherwise) incurred in respect of replacing, reinstating or upgrading **Your Installed Solar System** due to incompatibility howsoever arising.

The value of damaged parts which can be used will be deducted from any settlement offered hereunder and **We** will not cover any costs associated with any alteration, addition, improvement or overhaul or any costs (additional or otherwise) incurred in respect of replacing, reinstating or upgrading **Your Installed Solar System** or parts thereof due to incompatibility howsoever arising.

If damage is restricted to a part or parts of the **Installed Solar System**, **We** will not be liable for any amount greater than the value of such part or parts which are lost or damaged allowed for within the sum insured and provided that the sum insured is adequate.

If, without **Our** consent, temporary repairs are carried out by **You** in the interests of safety or to minimise further loss or damage to the **Installed Solar System** insured by this **Policy**, the cost of such temporary repairs will be borne by **Us**. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the **Installed Solar System**, any additional costs so incurred or consequence arising therefrom will be for **Your** own account.

TOTAL LOSS

If the **Installed Solar System** is totally destroyed, the basis of how **We** will provide cover will be the cost of replacing or reinstating on the same site property of equal performance and/or capacity or, if such be impossible, its replacement by property having the nearest equivalent performance and/or capacity to the property lost or damaged provided always that:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements, subject to **Our** liability not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment exceeding the market value of the **Installed Solar System** immediately before the damage will be made;

2. until expenditure has been incurred by **You** in replacing or reinstating the **Installed Solar System**, then **We** will not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;

3. these conditions will be without force or effect if:

3.1. **You** fail to intimate to **Us** within 6 months of the date upon which the damage occurred (or such further time as **We** may in writing allow) **Your** intention to replace or reinstate the **Installed Solar System**;

3.2. **You** are unable or unwilling to replace or reinstate the **Installed Solar System** on the same or another site.

If **You** fail to comply with any of the provisions of the conditions stipulated above, **You** will forfeit **Your** right to claim hereunder, and **We** will be entitled to reject **Your** claim.

SPECIFIC EXCLUSIONS

We will not indemnify **You** for any claim, cost or expense howsoever arising in respect of:

1. any installation which has not been completed by a **Suitably Qualified Electrician**,

2. any costs associated with making the **Installed Solar System** or any part thereof compatible,

3. any costs associated with any contribution towards any extension or provision insured under this **Section**/**Policy**,

4. any installation which increases the hazard to the structural design and load bearing capacity of the structure, inclusive of but not limited to faulty and inadequate installation, design and workmanship to the **Installed Solar System** or any other **Insured Property** or surrounding property thereto,

5. any loss or damage caused by, through or in connection with any of the causes listed in Specific Exclusion (4) above,

6. any theft or attempted theft which is not accompanied by forcible and violent means, unless this has been previously agreed to by **Us** in writing and endorsed hereto.

7. any cause resulting from or in any way connected to any other exclusion in terms of the **Policy** and/or **Section** to which the **Installed Solar System** Endorsement applies.

If **We** allege that loss or damage is not covered by this **Policy**, the burden of proving the contrary will rest with **You** and **We** will be entitled to reject **Your** claim.

18. INSURED OVER 55 BENEFIT

No excess is applicable to **You** if **You** are over the age of 55. Any compulsory excess that **We** may impose as well as any voluntary excess remains payable.

For the avoidance of doubt and in respect of **Section** 5: Vehicle Insurance, the benefit does not apply to any other person over the age of 55 other than **Yourself**. Should a loss occur whilst any other person other than Yourself is driving any of Your insured vehicles, then all standard, voluntary, compulsory or additional excesses remain payable.

19. EXCESS WAIVER

If **You** have selected and paid for this benefit, **We** will waive the excess applicable to any loss or damage under **Policy**, provided that:

19.1. **Our** liability is limited to the **Sum Insured** noted in the **Schedule**, for that applicable **Section**;

19.2. this extension does not apply to any additional, voluntary excess accepted by You, or where special **Terms and Conditions** have been agreed.

PART 3

SECTION 1: HOMEOWNERS

DEFINITIONS
For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. **Accident / Accidental** : means a fortuitous and unexpected event occurring at an identifiable place and time.

2. **Fixed Machinery** means machinery of swimming pools (excluding movable swimming pools) spa baths, borehole machinery supplying water solely for domestic purposes (excluding windmills), sprinkler irrigation systems, electric gates, garage doors, central vacuum-cleaning systems, water pumps, air conditioners and generators affixed to the property.

3. **Outbuilding** means rooms, garages and outbuildings which do not inter lead with the **Private Residence Structure** and are situated at and used in relation to **Your Private Residence** at the **Risk Address**.

4. **Private Residence:** means the building of **Your** home at the **Risk Address** shown in the **Schedule**.

5. **Private Residential Structure** means the building of **Your Private Residence** constructed and situated at the **Risk Address** noted in **Your Schedule** and insured in terms of Section 25: Homeowners, inclusive of:

5.1. **Fixtures and Fittings** that belong to **You** as the owner or that for which **You** are responsible as the owner while in or on the structure,

5.2. fixed recreational and ornamental structures,

5.3. paved and surfaced areas (inclusive of driveways) of brick, concrete, asphalt or stone (not gravel),

5.4. boundary and other walls (except retaining walls unless stated to be included at an additional premium), gate posts, gates (inclusive of all machinery related the gates), fences (other than hedges),

5.5. tennis courts,

5.6. swimming pools, spa baths, saunas and associated machinery and equipment, but not moveable swimming pools,

5.7. fixed satellite dishes,

5.8. solar panels,

5.9. lightning conductors / masts,

5.10. **Outbuildings**,

5.11. septic tank structures,

5.12. **Fixed Machinery**,

5.13. public supply or main connections belonging to **You** or for which **You** are responsible.

For the purpose of this definition **Private Residential Structure** does not include any **Fixtures and Fittings** that belong to a **Tenant** or which the **Tenant** is responsible.

6.	**Risk Address / Premises:**	means the address of the premises as stated in the Schedule where **Your Private Residence Structure** and **Outbuilding** is situated.
7.	**Material Damage Perils:**	means fire, lightning, explosion, storm, wind, water, hail, snow, impact, earthquake or any other natural catastrophe.
8.	**Tenant**	means a person, other than **You**, who is occupying **Your Private Residence Structure** in terms of a written contract. Not a paying guest, boarder or lodger.
9.	**White Goods**	means loose property of the owner of the building being rented out, i.e. stove, refrigerator/freezer, microwave oven, dishwasher, washing machine and tumble dryer.

BASIC COVER

Your Private Residential Structure will be covered against **Accidental**, sudden and unforeseen physical loss / damage from any cause other than from those listed in the general conditions and exclusions of the **Policy** and the specific exclusions, limits, and conditions of this **Section**, which are the **Private Residential Structures** of **Your** home.

The **Schedule** gives its **Risk Address** and wall and roof construction. It is inclusive of all fixtures and fittings that belong to **You** as the owner or that for which **You** are responsible as the owner. It does not include any fixtures and fittings that belong to a **Tenant** or for which a **Tenant** is responsible.

SPECIFIC CONDITIONS

1. INSURED AMOUNT, BASIS OF INDEMNITY AND LIMIT OF INDEMNITY

Your Private Residential Structure must be insured for the current replacement value of similar new property throughout the **Period of Insurance** and revised at the **Renewal Date** stated in **Your Schedule**. **We** may decide to indemnify **You** by means of repairing, replacing, paying cash or any combination of the said methods.

The basis of indemnity to **Your Private Residential Structure**, or part of it, is limited to the **Sum Insured** as shown in the **Schedule**. **Our** indemnity for a single claim or series of claims arising from a single event will be limited to the **Sum Insured** stated in the **Schedule**, or to the amounts shown in the **Schedule / Annexure** for the **Specific Extensions**, or to the insured amount shown in the **Schedule** regarding **Optional Extensions**.

Payments under the heading Clauses and Extensions of this **Section** are additional to the insured amount as shown in the **Schedule** for the cover provided.

2. TENANTS

It is noted and agreed that this insurance will not be invalidated by any act or omission of a **Tenant** where **You** have no knowledge of such act or omission, provided that **You** notify **Us** as soon as such act or omission comes to **Your** knowledge.

3. INTERESTS OF OTHER PARTIES – MORTGAGEE CLAUSE FOR BANKS AND FINANCIAL INSTITUTIONS (01/11/2023)

If any bank or any other financial institution (referred to as the '**Mortgagee'**) has been noted in the **Schedule** as having an interest in the any **Insured Property** and such **Insured Property** is determined by **Us**, in **Our** sole discretion, to be totally destroyed or lost, then subject to what is set out below, **You** and the **Mortgagee** agree that in respect of **Your** claim under the **Policy** relating to such destruction or loss, **We** first pay that **Mortgagee** to the extent of their interest in the **Insured Property**, being the amount which is owed by **You** to the **Mortgagee** or the sum insured as stated on the **Schedule**, whichever is the lesser.

If **You** act or omit to act in a way that leads to **Us** rejecting **Your** claim or deciding not to indemnify **You** in terms of the **Policy**, **We** will still pay the **Mortgagee** provided that:

3.1. the **Mortgagee** and its representatives were not at any stage aware of **Your** act or omission, and

3.2. the **Mortgagee** immediately notifies **Us** of **Your** act or omission as soon as it or its representatives, become aware of it and accepts and complies with any additional **Terms and Conditions We** may impose, and

3.3. **Our** rejection of **Your** claim or decision not to indemnify **You** in terms of the **Policy** was not due to any misrepresentation or non-disclosure or any fraud, dishonesty or event deliberately caused by **You** or by any person acting or colluding with **You**.

Further provided that:

1. any balance that is payable by **Us** in respect of **Your** claim after the **Mortgagee** has been paid, will be paid to **You**.

2. If the specific condition of Average applies to the **Section** under which the **Insured Property** is insured, it will equally apply to this clause.

The total of all amounts payable by **Us** as a result of the total destruction or loss of the **Insured Property** is limited to the sum insured as stated on the **Schedule**.

4. AMOUNT PAYABLE BY YOU

You are liable for the excess amount and /or percentage as shown in the **Schedule / Annexure** for each and every event. Refer to the **General Condition** headed **Amounts Payable by You**.

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

5. AVERAGE (UNDER INSURANCE)

If **Your Private Residence** is, at the commencement of any damage to such property by any event insured against, collectively of greater value than the **Sum Insured** thereon, then **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the loss accordingly. Every item, if more than one, will be separately subject to this Condition.

EXTENDED BASIC COVER

1. BASIC SUBSIDENCE AND LANDSLIP EXTENSION

We will indemnify **You** for loss of or damage caused by subsidence and landslip.

Provided that this extension does not cover:

1.1. any first amount payable as reflected in the **Schedule / Annexure,** or

1.2. any loss of or damage to drains, water courses, boundary walls, garden walls, screen and retaining walls, gates, posts and fences, driveways, paving, swimming pool borders and tennis courts, or

1.3. any loss or damage caused as a result of the contraction and / or expansion of soil due to moisture or water content of such soil experienced in clay and other similar soil types, or

1.4. any loss or damage as a result of or aggravated by faulty design, or by insufficient compacting or filling or inferior construction, or the removal or weakening of support to any building, or

1.5. any loss or damage caused as a result of structure alterations, additions or repairs; inclusive of previous repairs which re-manifest, or

1.6. any loss or damage caused as a result of surface or subterranean excavations other than in the course of mining operations, or

1.7. any loss or damage caused as a result of normal settlement, shrinkage or expansion of the buildings, and

1.8. any consequential loss of any kind whatsoever,

If **We** allege that by reason of (1.1.), (1.2.), (1.3.), (1.4.), (1.5.), (1.6.), (1.7.) or (1.8.) as noted above that loss or damage is not covered by this **Specific Extension**, then the burden of proving the contrary will rest upon **You**.

2. LOSS OF RENT EXTENSION

We will indemnify **You** for the rent payable to **You** or the actual and reasonable expenses incurred by **You** for similar alternative accommodation, if **We** declared that **Your Private Residence** is unfit to live in following **Material Damage Perils** in terms of the cover provided.

2.1. This Extension is limited to percentage of the **Sum Insured** / amount stated in the **Schedule/ Annexure** for a maximum period of 12 months or for the period **We** deem reasonable to make **Your Private Residence** suitable to live in.

2.2. If the **Loss of Rent** Extension applies to **Section** 2: Household Contents for the same incident, then **We** will only indemnify **You** under one of the relevant **Sections** but not both.

2.3. In the event that **Your Private Residence** is not reinstated then the loss of rent payment will only be made until the month of full and final settlement.

3. MIRRORS AND CERTAIN GLASS EXTENSION

We will indemnify **You** for the cost of replacing fixed glass, mirrors or sanitary ware that forms part of **Your Private Residential Structures** which is accidentally broken. This extension does not apply if **Your Private Residential Structure** is **Unoccupied** or **Vacant** and unfurnished for more than 60 consecutive days.

4. EXTINGUISHING CHARGES EXTENSION

We will indemnify **You** for the actual and reasonable charges levied by any authorised fire brigade for extinguishing a fire to prevent or reduce loss or damage to **Your Private Residential Structure**.

5. PROFESSIONAL FEES AND DEMOLITION COSTS

We will indemnify **You** for the costs necessarily incurred with **Our** prior written consent in demolishing **Your Private Residential Structure**, removing debris from the site and erecting hoardings required for building operations, architects, quantity surveyors, consulting engineer fees and for local authorities' scrutiny fees following loss of or damage, provided that no claim will exceed the percentage of the **Sum Insured** / amount as stated in the **Schedule / Annexure**.

6 PUBLIC SUPPLY OR MAINS CONNECTIONS EXTENSION

We will indemnify **You** in the event of **Accidental** destruction or damage to water, sewerage, gas, electricity and telephone connections on **Your Private Residence**, or for which **You** are legally responsible between **Your Private Residence** and the public supply or mains following **Material Damage Perils** insured hereby.

7 COVER BEFORE PROPERTY TRANSFER EXTENSION

We will indemnify **You** for loss or damage to **Your Private Residence Structure**, if not insured by the seller or on the seller's behalf, for the period between the signing of the Deed of Sale and the transfer of the property into **Your** name by the Deeds Office. This only covers property which replaces existing property insured in terms of this **Policy**.

8 ALTERATIONS OR ADDITIONS TO YOUR PRIVATE RESIDENTIAL STRUCTURES EXTENSION

We will indemnify **You** for the increase in value to **Your Private Residence Structure** following alterations, additions and improvements, provided that **You** advise **Us** within 31 (thirty) days of completion of such and pay an additional premium based on such alterations, additions or improvements not exceeding the percentage of the **Sum Insured** / amount stated in the **Schedule / Annexure**. Theft and attempt thereat will be excluded from the cover, unless such theft and attempt thereat is accompanied by actual forcible or violent entry into or exit out of **Your Private Residence Structure** and will be subject to an excess as indicated in the **Schedule / Annexure.**

9. FIXED MACHINERY EXTENSION

We will indemnify **You** for **Fixed Machinery** on the premises of **Your Private Residence** (not automatic pool cleaners) accidentally destroyed or damaged (but not due to wear and tear, gradual deterioration or damage happening over a period of time) **Our** indemnity is limited to the amount and excess shown in the **Schedule / Annexure.**

10. EMERGENCY ACCOMMODATION EXTENSION

We will indemnify **You** for emergency accommodation if **Your Private Residential Structure** is not fit to live in following an event by the **Material Damage Perils**. **We** will cover **You** for a maximum of 5 nights or as soon as **You** are able to arrange for alternative accommodation while **Your Private Residential Structure** is made fit to live in again.

If this Extension applies to **Section** 2: Household Contents for the same event, **We** will cover **You** under one of the relevant **Sections** only and not both. **Our** indemnity is limited to the amount shown in the **Schedule / Annexure.**

11. LOSS OF WATER BY LEAKAGE EXTENSION

We will indemnify **You** for amounts that **You** owe local authorities for water which has been lost due to leaking pipes. This will only apply if the following Conditions are met:

11.1. In the event of the quarterly reading of the water consumption exceeding the average of the previous 12-month readings by 50% or more **We** will indemnify **You** for the cost of the additional water consumption.

11.2. The indemnity will be payable for not more than 2 separate incidents in any **Annual Period**.

11.3. It is a condition precedent to **Our** liability under this **Specific Extension** that **You** will upon discovery of a leak (by physical evidence or a receipt of an abnormally high-water account) take immediate steps to repair the pipe affected.

This extension relating to Loss of Water by Leakage does not cover the cost of remedial action inclusive of repairs to the pipe affected and **We** will not be liable for any claim:

1. as a result of leaking taps, geysers, toilet systems and swimming pools, and / or

2. while **Your Private Residence** is **Unoccupied** or **Vacant** for a period in excess of 60 consecutive days unless agreed to by **Us** in writing prior to such unoccupancy / vacancy, and / or

3. where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

If this extension applies to **Section 2:** Household Contents for the same event, **We** will only cover **You** under one of the relevant **Sections** and not both.

Our indemnity is limited to the amount shown in the **Schedule / Annexure**.

12. TRACING OF LEAKS EXTENSION

We will indemnify **You** for the fair and reasonable cost of tracing the source of a water, gas or oil leak from any fixed water or heating appliance as well as any resulting costs reasonably and necessarily required for repairs to floors, walls and ceilings which follow the tracing of such source. **Our** indemnity is limited to the amount shown in the **Schedule / Annexure**.

This extension relating to Tracing of Leaks does not cover the costs for repairing the actual leak and the first sign of leakage must have occurred after the start date of this **Section**.

13. REMOVAL OF FALLEN TREES, DAMAGE TO GARDENS AND LANDSCAPING EXTENSION

We will indemnify **You** for:

13.1. the actual cost of removing trees that fell due to event indemnified in terms of the cover provided. **You** must first obtain **Our** written consent before removing said fallen trees. **Our** compensation is limited to the amount shown in the **Schedule / Annexure,** and

13.2. any damage to irrigation systems, trees, shrubs, lawn and plants caused by event indemnified in terms of the cover provided **at Your Private Residential Structures**. **Our** indemnity is limited to the amount shown in the **Schedule / Annexure.**

14. GUARDS EXTENSION

We will compensate **You** for the employment of guards to protect the **Insured Property** stated in the **Schedule** after loss or damage has occurred provided it has been arranged with a registered security company.

If this Extension applies to **Section** 2: Household Contents for the same event, **We** will only compensate **You** under one of the relevant **Sections**.

This Extension is limited to the maximum number of days allowed and the amount per day as shown in the **Schedule / Annexure / Addendum**.

15. WATER APPARATUS EXTENSION

We will indemnify **You** for bursting and overflowing of **Water Apparatus** inclusive of **Accidental** damage by the cover provided to such **Water Apparatus** but excluding the first amount payable as stated in the **Schedule** for each and every loss or damage to such **Water Apparatus** and provided that the **Sum Insured** represents the current replacement value (inclusive of **Water Apparatus**) of **Your Private Residence**.

It is a further condition that:

15.1. all **Water Apparatus** installed must be earthed and SABS approved, and

15.2. all **Water Apparatus** installations will be performed by a registered / qualified contractor subject to an IPX1 safety rating (internal installations) and an IPX4 safety rating (external installations), and

15.3. roof structures of **Your Private Residence Structure** must be capable of bearing the additional weight due to the installation.

It is a requirement that **You** utilise the 24-Hour Emergency Assistance Call Centre noted on **Your Schedule,** who will appoint an approved service provider.

SPECIFIC EXCLUSIONS RELATING TO WATER APPARATUS

It is noted and agreed that **We** will not provide indemnity in respect of:

1. any damage as a result of lime scale build up,

2. any damage caused as a result of freezing but this exclusion will not apply to a solar system (indirect system) that contains an approved Anti-Freeze substance (for example: Propylene Glycol diluted with potable water),

3. any retrofitted **Water Apparatus.**

4. Solar **Water Apparatus** in excess of 200l which have not been specified by **You** and noted as such on the **Schedule.**

16. WILD ANIMAL DAMAGE EXTENSION

We will indemnify **You** for **Accidental** damage to **Your Private Residential Structures** such as but not limited to guttering, roofing, windows caused by wild animals such as baboons and monkeys. **You** are **Responsible** for the first amount payable shown in the **Schedule / Annexure** and **Our** indemnity is limited to the maximum amount as shown in the **Schedule / Annexure**.

17. BASIC POWER SURGE EXTENSION

We will indemnify **You** for **Accidental** damage to machinery or other electronic / electrical equipment of **Your Private Residential Structure** following a sudden and unexpected event caused by **Power Surge** up to the amount shown in the **Schedule / Annexure / Addendum**. (Refer to the General Provision headed Type 2 Surge Protection Device Warranty).

Accidental damage to machinery or other electronic / electrical equipment as a result of **Loadshedding** will be included in the cover offered under this Extension.

Provided that:

17.1. in the event that electricity is merely withheld or where there is **Grid Failure** (refer to the General Exclusion headed **Grid Failure** Exclusion 01/04/2023) then there will be no cover in place under this **Optional Extension**,

17.2. any loss / damage caused through or in connection with ripple relay switching will be excluded,

17.3. the cover afforded under this Extension becomes effective when the electricity supply is interrupted and will immediately lapse as soon as electricity supply has been restored.

18. ESSENTIAL ALTERATIONS

We will indemnify **You** for the fair and reasonable costs for alterations to **Your Private Residential Structures** if these are necessary due to an **Accident** which caused bodily injury rendering **You** permanently confined to a wheelchair during the currency of this **Policy**.

This extension will only apply if the bodily injury occurred whilst **You** are residing at the **Risk Address** during the **Period of Insurance** as shown in the **Schedule**.

If **You** have received any compensation under any other **Section** of this **Policy** during the **Period of Insurance**, the benefit in terms of this extension will be declined.

Our indemnity is limited to the amount shown in the **Schedule**.

19. TEMPORARY REMOVAL OF FIXTURES

We will indemnify **You** for loss of or damage to permanent fixtures temporarily removed from the building for repair or restoration provided that such items are not removed for a period exceeding 60 (sixty) days.

Our indemnity is applicable to the percentage and limited to the amount as shown in the **Schedule / Annexure**.

20. PEST EXTERMINATION

We will pay for emergency professional extermination and removal of pests, provided that:

20.1. the infestation is sudden, unforeseen and unexpected,

20.2. the infestation poses a risk to **Your** health, or it could lead to loss of or damage to the **Insured Property**, or it makes the **Insured Property** uninhabitable,

20.3. the **Insured Property** has not been unoccupied for more than 60 consecutive days.

Our indemnity limited to the amount as shown in the **Schedule / Annexure**.

21. GENERATOR RENTAL COSTS FOLLOWING DAMAGE

We will pay for the rental of a generator following **Material Damage Perils** on the **Insured Property** up to the maximum limit stated on the **Schedule / Annexure**. However, this will only apply for the period necessary to repair or replace the electrical reticulation installed on the **Insured Property**. This benefit is inclusive of ancillary power connecting cables and reticulation in order to continue providing electrical power to the **Insured Property**.

OPTIONAL EXTENSIONS

1. EXTENDED SUBSIDENCE AND LANDSLIP EXTENSION
(if stated to be included)

We will indemnify **You** for loss of or damage caused by subsidence and landslip subject to a geotechnical engineer's report being provided by **You** at **Your** cost and acceptance thereof confirmed in writing by **Us**.

Provided that this **Optional Extension** does not cover:

1.1. any first amount payable as reflected in the **Schedule / Annexure**, or

1.2. any loss of or damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts and fences unless specifically insured, or

1.3. any loss or damage as a result of or aggravated by faulty design, inferior construction, or the removal or weakening of support to any building, or

1.4. any loss or damage caused as a result of structure alterations, additions or repairs, inclusive of previous repairs which re-manifest, or

1.5. any loss or damage caused as a result of surface or subterranean excavations other than in the course of mining operations, or

1.6. any consequential loss of any kind whatsoever.

If **We** allege that by reason of (1.1.), (1.2.), (1.3.), (1.4.), (1.5.), or (1.6.) as noted above, that loss or damage is not covered by this **Optional Extension**, then the burden of proving the contrary will rest upon **You**.

2. EXTENDED POWER SURGE EXTENSION

We will indemnify **You** for **Accidental** damage to machinery or other electronic / electrical equipment of **Your Private Residential Structure** following a sudden and unexpected event caused by **Power Surge** up to the amount shown in the **Schedule** in the annual aggregate.

Accidental damage to machinery or other electronic / electrical equipment as a result of **Loadshedding** will be included in the cover offered under this **Optional Extension**.

Provided that:

1. in the event that electricity is merely withheld or due to **Grid Failure** (refer to the General Exclusion headed **Grid Failure** Exclusion 01/04/2023) then there will be no cover in place under this **Optional Extension**,

2. any loss / damage caused through or in connection with ripple relay switching will be excluded,

3. the cover afforded under this **Optional Extension** becomes effective when the electricity supply is interrupted and will immediately lapse as soon as electricity supply has been restored.

3. MATCHING BUILDING MATERIALS EXTENSION

We will pay up to the amount stated in the **Schedule** for matching of building materials to create a uniform effect throughout **Your Private Residential Structure** following a claim for the replacement of damaged property.

4. ECOLOGICAL IMPROVEMENT

We will pay up to the **Sum Insured** of an affected part of **Your Private Residential Structure** plus the additional amount insured by this item where there is a valid claim for damage to the **Insured Property** where **You** elect to repair or replace such damage with more eco-friendly technology, materials or products to enhance the efficiencies of both water and energy, with the understanding that this compensation will be the amount of what **We** would have paid to repair or replace such damage with technology, materials or products similar to the original.

Provided that **We** will not indemnify **You** in respect of:

4.1. any undamaged / unaffected portions,

4.2. any conditions imposed by regulation, statute or authority prior to such damage with which **You** have failed to comply,

4.3. any loss / damage otherwise excluded in terms of this **Section.**

5. MECHANICAL ELECTRICAL BREAKDOWN

We will indemnify **You** up to the amount noted in the **Schedule** for sudden, unforeseen and unexpected damage to fixed domestic use machinery installed at **Your Risk Address**.

We will not be liable for:

5.1. depreciation,

5.2. gradual causes such as wear and tear, rust, mildew, corrosion, decay, gradual deterioration, the use of unsuitable or defective materials or parts,

5.3. any loss or damage caused by lack of maintenance,

5.4. loss or damage to windmills,

5.5. loss or damage caused by household pests (such as rodents, moth, vermin or insects),

5.6. loss or damage caused by cleaning, repairing or restoring by any manner or method,

5.7. loss or damage to any data or telecommunication equipment or apparatus,

5.8. items which are covered by a manufacturer's guarantee, purchase agreement or service contract.

6. WHITE GOODS

We will indemnify **You** for **Accidental** damage to **White Goods** held in the building, which is rented out, caused by fire, lightning, explosion, thunderbolt and subterranean fire, storm, wind, hail, snow or flood and **Theft** by means of visible, violent and forcible entry into the building, provided that the building is insured with **Us** and noted in the **Schedule**.

Our indemnity is limited to the amount shown in the **Schedule**.

NOT COVERED BY THIS SECTION

We will not indemnify **You** for any of the below events unless specifically accepted by **Us** and specifically shown otherwise in the **Schedule / Annexure**:

1. any loss or damage caused by demolition, alteration, construction, cleaning, renovation, repair, restoration or any similar process,

2. any loss or damage caused by rot, rising damp, fungus, mould, infestation, insects or vermin,

3. any loss or damage caused by any damage as a result of a rise in the water table except as a result of a storm,

4. any loss or damage caused by any damage as a result of acid mine water,

5. any loss or damage caused by weeds or roots,

6. any loss or damage caused by chipping, scratches, disfiguration or discolouration,

7. any loss or damage caused by wear and tear or other gradually operating causes,

8. any loss or damage caused by or as a result of lack of maintenance to **Your Private Residential Structure**,

9. any loss or damage caused by faulty design and / or construction and / or which not fit for its intended purpose,

10. any loss or damage caused by storm, wind, water, hail or snow during renovations, additions or extensions if the loss or damage is caused by or made worse by renovations, additions or extensions,

11. any claim for **Theft** or attempted **Theft** during renovations, additions or extensions unless such **Theft** is accompanied by violent, forcible and visible entry into the premises,

12. any claim for **Theft** or attempted **Theft** while **Your Private Residential Structure** is lent, let or sublet unless such **Theft** is accompanied by visible, violent or forcible entry into the premises,

13. any loss, damage or breakage covered by any guarantee, service contract, purchase contract or any purchase agreement,

14. any consequential loss or damage of any kind whatsoever, except as specifically provided for under the extension for Loss of Rent,

15. any claim arising out of any contractual liability unless legal liability would have existed in the absence of such contract or agreement,

16. any loss or damage to any **Private Residential Structure** if the construction of the **Private Residential Structure** is not of **Standard Construction**, unless such **Private Residential Structure** is specified on the **Schedule** and **You** have paid the additional premium that **We** require, and have met any specific **Terms and Conditions** in respect of such **Private Residential Structure** as specified in any warranty / note / endorsement attaching to this **Section** and which is noted in the **Schedule**,

17. any loss of, or damage to the **Private Residential Structure** which is **Unoccupied** for more than 60 (sixty) consecutive days per year unless **We** agree otherwise in writing,

18. any legal liability, arising from the same happening, for the same property or liability where **We** would be liable under more than one of the **Sections** of this **Policy,**

19. any loss or damage as a result of electrical or mechanical breakdown due to **Power Surge** unless otherwise provided for under the extensions of this **Section**,

20. any loss or damage to **Vacant Private Residential Structures**.

21. any loss or damage caused by or as a result of or in connection with non-compliance with the General Conditions and General Provisions,

22. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

SECTION 2: HOUSEHOLD CONTENTS

DEFINITIONS
For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Accident / Accidental: means a fortuitous and unexpected event occurring at an identifiable place and time.

2. Asset All Risks: means **Personal Belongings** which are removed from **Your Dwelling** and are covered for **Accidental** loss or damage on a worldwide basis.

3. Bodily Injury means traumatic **Accidental** physical injury caused by an insured event described under the Extension headed **Emergency Benefit**.

4. Death: means an **Accidental** event which is independent of any other cause resulting in cessation of life.

5. Domestic Contents means household goods and Personal Belongings inclusive of office equipment kept inside **Your** home and for which **You** are responsible as well as **Fixtures and Fittings** inside Your home for which **You** are responsible as the **Tenant** and not the owner of such **Private Residence**.

6. Drone: means any:

6.1. Remotely Piloted Aircraft – being further defined as an unmanned aircraft which is piloted from a remote pilot station, excluding **Model Aircraft** and **Toy Aircraft**,

6.1.1. **Toy Aircraft**– being further defined as an aircraft which is designed or intended for use in play by children,

6.1.2. **Model Aircraft** – being further defined as non-human carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport or competitions.

6.2. Drone Accessories means any:

6.2.1. filming, scanning, mapping, infrared and x-ray equipment inclusive of software,

6.2.2. bags and carry cases,

6.2.3. tools and cleaning equipment,

6.2.4. guards and safety equipment,

6.2.5. two-way radio and communications equipment,

6.2.6. power supplies and control equipment,

6.2.7. binoculars and photographic equipment,

6.2.8. laptops and tablets

All of which are used for the purpose of controlling a **Drone**, inclusive of any other equipment which can be affixed to the payload of the **Drone**.

7. Dwelling means:

7.1. a Primary Residence structure at which You reside on a full-time basis, or

7.2. temporary accommodation structure at which You may reside for vacation / temporary purposes to that of Your primary residence mentioned in (7.1) above.

For the purpose of (7.2) above the term temporary means infrequent and short periods of time not exceeding 6 months.

8. Emergency Benefit means costs and / or expenses incurred due to accident and / or unforeseen circumstances not otherwise excluded.

The **Emergency Benefit** does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership.

Further noted that where **We** agree to pay such costs, that these will not be a **Lump Sum** payment and any benefit hereunder will only be paid once **We** have received satisfactory evidence to support any claim made under this benefit.

9. Lump Sum: means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a **Loss of Income** and which cannot be quantified by evidence of the **Loss of Income** suffered

10. Loss of Income means that an actual financial loss has been suffered through payment of expenses / costs which have been borne as a result of **Your Accidental Death** and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.

11. Material Damage Perils: means fire, lightning, explosion, storm, wind, water, hail, snow, impact, earthquake or any other natural catastrophe.

12. Mobile Communication Devices: means portable electronic items, used for mobile communication, inclusive of all accessories (for example: cellular phones, satellite navigation system receivers [GPS's]).

13. Money means cash, bank and currency notes but does not include anything which is not recognised as regulated currency, nor does this extend to any form of cryptocurrency.

14. Outbuilding means rooms, garages and outbuildings which do not inter lead with the **Private Residence** and are situated at and used in relation to **Your Private Residence** at the **Risk Address**.

15. Personal Belongings: means property normally worn or designed to be carried on or by **You** solely for private purposes and which is owned by **You** or for which **You** are legally responsible.

In the case of the Extension headed *Personal Belongings Of Domestic Employees* the term **You** in this definition will mean **Your** domestic employee and not **You**.

16. Portable Electronic Device means a device that is capable of storing, processing and transmitting data, which is small enough to be carried by hand, for example but not limited to: laptops, kindles, iPads and tablet devices.

17. **Private Residence:** means the building of **Your** home at the **Risk Address** shown in the **Schedule**.

18. **Tenant**: means a person, other than **You**, who is occupying **Your Private Residence** in terms of a written contract. Not a paying guest, boarder or lodger.

BASIC COVER

We will indemnify **You** up to the **Sum Insured** shown in the **Schedule** for **Accidental**, sudden and unforeseen physical loss / damage to **Domestic Contents, Personal Belongings** and **Fixtures and Fittings** that belong to **You** as a **Tenant** and not the owner of such **Private Residence** shown in the **Schedule** which is caused by any event not excluded hereby.

We will also indemnify **You** for:

1. items whilst in transit for lightning, explosion, collision or overturning of the conveying vehicle while **You** are in the process of permanently moving to a different **Risk Address**, or while **Your Insured Property** is being transported to or from any registered furniture storehouse, by a furniture removal contractor.

2. **Theft** cover is subject to forcible, violent and visible entry.

Cover excludes any damage to breakable articles such as but not limited to glass and China unless such articles were packed by the furniture removal contractor and are not otherwise insured, items occasioned by **Theft** whilst in transit to or from any bank or safe deposit facility.

SPECIFIC CONDITIONS

1. INSURED AMOUNT, LIMIT OF INDEMNITY AND LIMIT OF COMPENSATION

Your Domestic Contents must be insured for the current replacement value of similar new property during the **Period of Insurance** and revised at the **Renewal Date** stated in **Your Schedule. We** may decide to indemnify **You** by means of repairing, replacing, paying cash or any combination of the said methods.

The basis of indemnity to **Your Domestic Contents**, or part of it, is limited to the **Sum Insured** as shown in the **Schedule**.

Our indemnity for a single claim or series of claims arising from a single event will be limited to the **Sum Insured** stated in the **Schedule**, or to the amounts shown in the **Schedule / Annexure** for the Extensions, or to the insured amount shown in the **Schedule** regarding **Optional Extensions**.

Payments under the heading Clauses and Extensions of this **Section** are additional to the insured amount as shown in the **Schedule** for the cover provided.

2. VALUABLE ARTICLES

We will only indemnify **You** for loss of or damage to furs, rugs, carpets, paintings, jewels, jewellery, gemstones, watches and articles made of platinum, gold or silver up to 1/3rd of the **Sum Insured** for the **Domestic Contents** of **Your Private Residence**.

We will request, proof of purchase and / or a valuation certificate for furs, rugs, carpets, paintings, jewels, jewellery, gemstones, watches, collectables, antiques and articles made of platinum, gold or silver or any other precious metal or stone which exceed the amount of stated in the **Schedule / Annexure**.

All valuation certificates and proof of purchase required must be in the currency of South Africa. If the proof of purchase is in a foreign currency a valuation certificate in South African currency will be required.

3. LOCKED SAFE WARRANTY - JEWELLERY

In respect of any item of jewellery, exceeding the **Sum Insured** stated in the **Schedule / Annexure**, it is hereby warranted that the item will be kept in a locked safe when not carried on the person or in use. It is further warranted that the locked safe will be permanently affixed to the floor or a structural wall of the **Private Residence** and locked at all times.

In the event of a claim in respect of the item of jewellery stolen from a locked safe theft must be accompanied by actual forcible or violent entry into the safe. If the item of jewellery is not kept in a locked safe.

Our indemnity will be limited to the amount stated in the **Schedule / Annexure** for each item of jewellery and subject to an additional excess as noted in the **Schedule / Annexure**.

4. LOCKED SAFE WARRANTY - FIRE ARMS

It is warranted that all firearms, as defined in the Firearms Control Act, will be kept in a locked safe when not carried on the person or in use. It is further warranted that the locked safe will be permanently affixed to the floor or a structural wall of the **Private Residence** and locked at all times. In the event of a claim in respect of a firearm stolen from a locked safe theft must be accompanied by actual forcible or violent entry into the safe.

5. ITEMS IN A BANK VAULT

Loss of or damage to items shown in the **Schedule** which are kept in a bank vault, only applies whilst the items are contained in a safe deposit at a registered bank. **We** will require a breakdown of all goods in a bank vault and **You** need to notify **Us** immediately upon movement thereof.

6. SECURITY MEASURES

6.1. BURGLAR PROOFING AND SECURITY GATES

If **We** require burglar proofing and security gates as described in the **Schedule**, **We** will cover **You** for theft and burglary only if:

6.1.1. all opening windows and external doors are protected by burglar proofing and security gates are installed as required in the **Schedule**, and

6.1.2. **Your Private Residence** and **Your Outbuildings** are left unattended and the required burglar proofing and security gates have been locked by **You** or any person **You** have authorised to look after **Your Private Residence** and **Outbuildings,** and

6.1.3. the required burglar proofing and security gates have not been removed without **Our** permission.

6.2. LINKED BURGLAR ALARM SYSTEM (if stated to be included)

Regardless of anything contained to the contrary, in the **Policy** or any endorsement thereto, it is noted and agreed that **You** will only be indemnified for theft and burglary if the insured premises or **Insured Property** is protected by a Linked Burglar Alarm System, subject to the following conditions:

6.2.1. the Linked Burglar Alarm System must be made fully operative at all times when:

6.2.1.1. the **Premises** constituting the insured premises are **Unattended**,

6.2.1.2. the **Premises** where the **Insured Property** is kept are **Unattended.**

6.2.2. the Linked Burglar Alarm System must protect all access points such as doors and windows by means of magnetic contact points / switches or motion detectors and that none of the motion detectors of the required Linked Burglar Alarm System are obstructed or bypassed,

6.2.3. the contract agreement between **Yourself** and the alarm company / supplier must be inclusive of a 24-hour monitored armed response service,

6.2.4. the Linked Burglar Alarm System must be maintained in a fully operational condition at all times under the obligations of contract with the alarm company / supplier and the responsibility will rest upon **You** to ensure that the Linked Burglar Alarm System is operational and maintained at all times,

6.2.5. in the event of a claim, **We** hold the right to request from **You** or the alarm company / supplier confirmation of installation, maintenance, activation records and incident reports,

6.2.6. this **Policy** will not cover loss of or damage following : -

6.2.6.1. the use of the arming / disarming code of the alarm panel or remote-control unit of the linked burglar alarm system, or

6.2.6.2. any duplicate thereof belonging to **You** unless such code or remote control has been obtained by any means of violence.

6.2.7. **You** will ensure that all **Insured Property** remains protected during all periods of **Loadshedding,** inclusive of but not limited to ensuring that there is a battery backup connected to any Linked Burglar Alarm System required by **Us** to ensure that the **Premises** and **Insured Property** remain protected even when **Loadshedding** takes place.

6.2.8. It is an ongoing requirement that **You** must ensure that such battery backup is fully charged, maintained and regularly tested to operate optimally during periods of **Loadshedding**.

If **We** allege that, by any reason, the Linked Burglar Alarm System was not fully operational or not activated when the **Premises** were **Unattended** or that **You** have not complied with any of the requirements of this Linked Burglar Alarm Warranty as set out above**,** the burden of proving the contrary will rest on **You.**

The presence of contractors, security guards, employees, or any persons staying in separate buildings or other structures on the property does not satisfy the requirement for continuous physical presence and will not override the provisions contained in this Linked Burglar Alarm Warranty.

For the purpose of this Linked Burglar Alarm Warranty the terms **Unattended** and **Premises** shall bear the following meaning:

Unattended means that neither **Yourself** nor any person authorised by **You** is continuously and physically present at the **Premises**.

Premises means each building or structure or individual sections of a building or structure, which is subject to separate alarm systems or activation zones.

The term **Unattended** will not apply to **Premises** which are within 5m proximity from the main building or structure and **You** can prove to **Our** satisfaction that continuous and physical presence was observed.

6.3. PERIMETER SECURITY

If perimeter security is required by **Us**, **We** will only indemnify **You** for theft and / or burglary if:

6.3.1. the perimeter security is maintained and kept in working condition,

6.3.2. **We** permitted alterations or the removal of the perimeter security.

7. AMOUNT PAYABLE BY YOU

You are liable for the excess amount and / or percentage as shown in the **Schedule** / **Annexure** for each and every event. Refer to the General Condition headed Amounts Payable by You. If the excess is based on a percentage, the percentage will be calculated against the loss or damage that has occurred, which will be deducted from the loss.

8. PAIRS OR SETS

Where the insured items consist of a pair or set, **We** will not be liable for more than the values of any particular part or parts which may be lost or damaged, or more that the proportionate part of the pair or set, without reference to any special value which such article may have as part of such pair or set. Average is not applicable to this cover.

EXTENDED BASIC COVER

1. EXTINGUISHING CHARGES EXTENSION

We will indemnify **You** for the actual costs charged by an authorised body for extinguishing a fire to prevent or reduce loss or damage to **Your** insured **Domestic Contents**.

2. NEW ACQUIRED DOMESTIC CONTENTS EXTENSION

We will indemnify **You** for the increase in value to **Your Domestic Contents** following additional purchases, provided:

2.1. **You** advise **Us** within 6 months of the purchase of such property, and

2.2. an additional premium has been paid to **Us**, an

2.3. such increase does not exceed 25% of the **Sum Insured** or R100 000 whichever is the lesser.

3. LOSS OF RENT EXTENSION

We will indemnify **You** for the rent payable by **You** or the actual and reasonable expenses incurred by **You** for similar alternative accommodation, if **We** declared that **Your Private Residence** is unfit to live in following **Material Damage Perils** in terms of the cover provided.

3.1. This Extension is limited to the percentage of the **Sum Insured** / amount stated in the **Schedule / Annexure** for a maximum period of 12 months or for the period **We** deem reasonable to make **Your Private Residence** suitable to live in.

3.2. If the **Loss of Rent** Extension applies to **Section** 1: Homeowners for the same incident, then **We** will only indemnify **You** under one of the relevant **Sections** but not both.

3.3. In the event that **Your Private Residence** is not reinstated then the loss of rent payment will only be made until the month of full and final settlement.

4. EMERGENCY ACCOMMODATION EXTENSION

We will indemnify **You** for emergency accommodation if **Your Private Residential Structure** is not fit to live in following an event by the **Material Damage Perils**. **We** will cover **You** for a maximum of 5 nights or as soon as **You** are able to arrange for alternative accommodation while **Your Private Residential Structure** is made fit to live in again.

If this Extension applies to **Section** 1: Homeowners for the same event, **We** will cover **You** under one of the relevant **Sections** only and not both. **Our** indemnity is limited to the amount shown in the **Schedule / Annexure.**

5. LOSS OF WATER BY LEAKAGE EXTENSION

We will indemnify **You** for amounts that **You** owe local authorities for water which has been lost due to leaking pipes. This will only apply if the following Conditions are met:

5.1. In the event of the quarterly reading of the water consumption exceeding the average of the previous 12-month readings by 50% or more **We** will indemnify **You** for the cost of the additional water consumption.

5.2. The indemnity will be payable for not more than 2 separate incidents in any **Annual Period**.

5.3. It is a condition precedent to **Our** liability under this extension that **You** will upon discovery of a leak (by physical evidence or a receipt of an abnormally high-water account) take immediate steps to repair the pipe affected.

This extension relating to Loss of Water by Leakage does not cover the cost of remedial action inclusive of repairs to the pipe affected and **We** will not be liable for any claim:

1. as a result of leaking taps, geysers, toilet systems and swimming pools, and / or

2. while **Your Private Residence** is **Unoccupied** for a period in excess of 60 consecutive days or **Vacant** unless agreed to by **Us** in writing prior to such unoccupancy / vacancy, and / or

3. where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

If this extension applies to **Section** 1: Homeowners for the same event, **We** will only cover **You** under one of the relevant **Sections** and not both.

Our indemnity is limited to the amount shown in the **Schedule / Annexure**.

6. ACCIDENTAL DAMAGE

We will indemnify **You** for loss of or damage to **Your Domestic Contents** which are not more specifically insured, by any **Accidental**, sudden and unforeseen cause not otherwise excluded whether inside **Your Private Residence** or removed therefrom**.** Provided that **Our** indemnity is limited to a maximum of the amount shown in the **Schedule** for Your **Private Residential Structure** and **Domestic Contents** combined up to a maximum of R50 000 000 whichever is the lesser.

If this extension applies to **Section 1**: Homeowners for the same event, **We** will only cover **You** under one of the relevant **Sections** and not both.

7. BASIC POWER SURGE EXTENSION

We will indemnify **You** for **Accidental** damage to electronic / electrical equipment that forms part of **Your Household Contents**, if such damage is caused by **Power Surges** up to the limit as shown in the **Schedule.** (Refer to the General Provision headed Type 2 Surge Protection Device Warranty) **Accidental** damage to electronic / electrical equipment as a result of **Loadshedding** will be included in the cover offered under this Extension.

Provided that:

7.1. any loss or damage arising out of the deliberate withholding of power by a supply authority, **Grid Failure** (refer to the General Exclusion headed **Grid Failure** Exclusion 01/04/2023) is specifically excluded.

7.2. any loss / damage caused through or in connection with ripple relay switching will be excluded,

7.3. the cover afforded under this Extension becomes effective when the electricity supply is interrupted and will immediately lapse as soon as electricity supply has been restored,

8. ACCIDENTAL DEATH EXTENSION

We will reimburse the **Loss of Income** suffered as a result of **Your Accidental Death** which is directly caused by an insured peril at the insured **Private Residence** or on its grounds provided that **We** receive evidence of the **Loss of Income** suffered and such reimbursement will not exceed the amount stated in the **Schedule / Annexure**.

This **Accidental Death** benefit does not provide the same cover as that provided under the Medical Aid Schemes Act (No. 131 of 1998), or the Long-term Insurance Act (Act No.52 of 1998) and compensation will not be provided as a **Lump Sum** or considered as a shortfall payment in terms of the aforementioned enactments.

If **Accidental Death** applies to any other **Section** for the same incident, **We** will only indemnify **You** under one of the relevant **Sections**.

9. VETERINARY EXPENSES EXTENSION

We will indemnify **You** up to the limit as shown in the **Schedule / Annexure** for veterinary expenses **You** incur because of **Your** pet being injured in a road accident.

10. LOSS OF KEYS EXTENSION

We will indemnify **You** for the cost of replacing locks and keys, inclusive of any remote controls and, if necessary the reprogramming of any coded security system of **Your Private Residence** following a loss.

Our indemnity is limited to the amount shown in the **Schedule / Annexure**.

11. EMERGENCY BENEFIT EXTENSION

We will pay an **Emergency Benefit** as a result of an **Accidental Bodily Injury** at **Your Private Residence** to any person other than **You** caused by:

11.1. a domestic animal owned by **You**,

11.2. a defect in the **Private Residential Structure** or **Private Residence** at the **Risk Address** being the direct cause of **Accidental Bodily Injury**,

11.3. any domestic employee who has entered into and works under a written contract of service with **You** and which arises from their employment with **You**.

It being agreed that the payment of this benefit will not be regarded as any admission of any liability resulting from this event and provided that **We** receive evidence of the **Loss of Income** suffered and such reimbursement will not exceed the amount stated in the **Schedule / Annexure**.

12. PROPERTY OF GUESTS EXTENSION

This is covered under the same **Terms and Conditions** as the rest of this **Section**, with any one item being limited to the amount shown in the **Schedule / Annexure**.

We will not be liable for any loss or damage to **Money**, pre-paid cellular or phone vouchers and any other negotiable instruments.

This Extension does not apply if **Your** guests already have insurance that provides cover for their own property. **Our** indemnity is limited to the maximum amount as shown in the **Schedule / Annexure**.

13. PERSONAL BELONGINGS OF DOMESTIC EMPLOYEES' EXTENSION

This is covered under the same **Terms and Conditions** as the rest of this **Section**, with any one item being limited to the amount shown in the **Schedule / Annexure**.

We will not be liable to any loss or damage to **Money**, pre-paid cellular or phone vouchers and any other negotiable instruments.

This Extension does not apply if **Your** domestic employees already have insurance that provides cover for their **Personal Belongings**. **Our** indemnity is limited to the amount as shown in the **Schedule / Annexure**.

14. PERSONAL BELONGINGS OF PARENTS /GRANDPARENTS IN NURSING HOMES

We will provide indemnity in compliance with all the **Terms and Conditions** of this **Policy / Section** insofar as they apply for **Personal Belongings** of parents / grandparents while such **Personal Belongings** are inside a nursing home, excluding **Money**, pre-paid cellular or phone vouchers and any other negotiable instruments, provided that **Theft** cover is subject to forcible, visible or violent entry.

This cover will also provide cover for **Personal Belongings** taken out of the aforementioned nursing home.

Our indemnity is limited to the amount shown in the **Schedule / Annexure**.

15. PERSONAL BELONGINGS OF FULL TIME STUDENTS

We will provide indemnity in compliance with all the **Terms and Conditions** of this **Policy / Section** insofar as they apply for **Personal Belongings** of **Your** children while such **Personal Belongings** are inside a Technikon / University residence, apartment or hostel, excluding **Money**, pre-paid cellular or phone vouchers and any other negotiable instruments, provided that **Theft** cover is subject to forcible, visible or violent entry.

This cover will also provide cover for **Personal Belongings** taken out of the aforementioned Technikon / University residence, apartment or hostel address.

Our indemnity is limited to the amount shown in the **Schedule / Annexure**.

16. CONTENTS OF REFRIGERATORS AND FREEZERS EXTENSION

We will indemnify **You** for **Accidental** loss of foodstuff kept in any refrigerators or freezers inside **Your Private Residence** or **Outbuildings** due to:

16.1. breakdown of or **Accidental** damage to the unit,

16.2. a change in temperature, provided that such change in temperature does not:

16.2.1. result from someone adjusting the temperature control, or

16.2.2. spoil as a result of non-payment or non-purchase of power or any type of fuel.

16.2.3. result due to an interruption in power supply, **Loadshedding** or Grid Failure (refer to the General Exclusion headed Grid Failure Exclusion 01/04/2023) is specifically excluded.

This Extension provides cover for one event in any **Annual Period** and is limited to the amount as shown in the **Schedule / Annexure**.

17. TRAUMA TREATMENT EXTENSION

We will indemnify **You** for the cost of trauma treatment provided by a registered professional counsellor incurred and paid for by **You**, and where such cost is not otherwise recoverable from any other insurance or facility if **You** are the victim of a violent act due to theft, burglary, hijacking or fire that occurred in **Your Private Residence** or on **Your** premises.

This benefit does not provide the same cover as that provided under the Medical Aid Schemes Act (No. 131 of 1998), or the Long-term Insurance Act (Act No.52 of 1998) and compensation will not be provided as a **Lump Sum** or considered as a shortfall payment in terms of the aforementioned enactments.

Provided that **We** receive evidence of the **Loss of Income** suffered and such reimbursement will not exceed the amount stated in the **Schedule / Annexure**

18. GUARDS EXTENSION

We will compensate **You** for the employment of guards to protect the **Insured Property** stated in the **Schedule** after loss or damage has occurred provided it has been arranged with a registered security company.

If this Extension applies to **Section** 1: Homeowners for the same event, **We** will only compensate **You** under one of the relevant **Sections**.

This Extension is limited to the maximum number of days allowed and the amount per day as shown in the **Schedule / Annexure / Addendum**.

19. OFFICE CONTENTS EXTENSION

We will indemnify **You** up to the amount as shown in the **Schedule / Annexure** for any office goods and equipment contained in an office within **Your Private Residence** during the **Annual Period**.

Such office goods and equipment will be covered if the office is attached with direct access to **Your** main **Private Residence**. Any loss of or damage to stock in trade and **Money** of **Your** Business exercised from the office situated at **Your Private Residence** is excluded.

20. RECOMPILATION / REINSTATEMENT OF DATA AND / OR PROGRAMS

We will indemnify **You** up to the amount as shown in the **Schedule / Annexure** for the cost of reproduction, reinstatement or repair of data to **Portable Computer Equipment** following an **Accidental** event which is not otherwise excluded in terms of this **Policy**.

21. IDENTITY THEFT EXTENSION

We will indemnify **You** up to an amount shown in the **Schedule / Annexure**, within the **Annual Period** for legal expenses and costs relating to the unauthorised use of **Your** identity inclusive of the replacement of identity documents.

22. CREDIT, DEBIT CARDS AND SIM CARDS EXTENSION

We will indemnify **You** against the liability, inclusive of legal and other costs **We** agree to in writing, caused by the unlawful use of **Your** credit, purchase or SIM cards by a person not related to **You** for any single claim, any series of claims resulting from the same event, or all events that happen during the **Annual Period**. To receive compensation, a registered financial services provider, merchant or cell phone provider must have officially issued the credit, purchase or SIM cards in **Your** name and **You** must have complied with all the terms of the issued cards. **Our** compensation is limited to the amount shown in the **Schedule**.

23. MONEY EXTENSION

We will indemnify **You** for loss of, or damage to **Money,** deeds, bonds, bills of exchange, promissory notes, securities for **Money**, as well as prepaid phone cards or prepaid cellular vouchers from **Your Private Residence**, subject to visible, forcible and violent entry and limited to the amount as shown in the **Schedule / Annexure**.

24. HOLE-IN-ONE

We will indemnify **You** if **You** hit a Hole in One while playing golf as an amateur. To receive compensation, **You** must have played in a game on a registered golf course under the recognised rules of the game and the Hole in One must be confirmed by the Secretary of the golf club. **Our** indemnity is limited to the amount as shown in the **Schedule / Annexure**.

25. FULL HOUSE

We will indemnify **You** if **You** score a full house while playing bowls as an amateur. Provided that:

25.1. **You** must have played in an official competition as part of a team of two, three or four, on a registered bowling green under the recognised rules of the South African Bowling Association with all eight or nine bowls to count,

25.2. the secretary of the bowling club where **You** achieved the full house must confirm the full house in writing. If more than one person as per the definition term **You** scores a full house, we will pay compensation only once for each full house.

25.3. **Our** indemnity is limited to the amount as shown in the **Schedule / Annexure**.

26. WILD ANIMAL DAMAGE EXTENSION

We will indemnify **You** for damage to **Domestic Contents** such as furniture, food, soiling of carpets and soft furnishings caused by wild animals such as baboons and monkeys. **Our** indemnity is limited to the excess and the amount as shown in the **Schedule / Annexure**.

For the purpose of this extension**, We** agree that the provisions stipulated in the General Exclusion headed *Excluded Risks / Perils / Circumstance* will not apply.

27. PET ACCOMMODATION EXTENSION

The insurance under this **Section** is inclusive of accommodation for pets up to the stated in the **Schedule / Annexure** in instances where **Your Private Residence** noted on the **Schedule** is rendered uninhabitable due to **Material Damage Perils**.

Provided that the pet is owned by **You** and is normally kept at **Your Private Residence** which is occupied by **You**. This benefit will also apply in circumstances where **You** have taken up temporary accommodation following **Material Damage Perils** where such temporary accommodation does not permit pets.

28. WATER AND MOISTURE REMOVAL

You may give instructions for water and moisture removal (not otherwise excluded) following water damage without **Our** previous consent provided that any benefit paid hereunder will not exceed the amount stated in the **Schedule / Annexure.**

OPTIONAL EXTENSIONS

1. OUT OF HOME

Unless otherwise agreed, **We** will indemnify **You** for loss of or damage to:

1.1. **Asset All Risk** items outside and / or temporarily (meaning a short period of time) removed from the **Private Residence** up to the **Sum Insured** stated in the **Schedule**.

This cover excludes assets / **Personal Belongings** of full-time students not residing with **You** and parents / grandparents in nursing homes covered by the extensions noted under the Extended Basic Cover of this **Section**,

1.2. **Asset All Risk** items deposited for safe keeping at any hotel, guest house, club, bank, safe deposit or registered furniture storehouse,

1.3. **Asset All Risk** items inside the building of a business for the purpose of making up, altering, renovating, repair, cleaning or dyeing, excluding **Theft** or attempted **Theft** which is not by forcible, violent or visible means.

2. EXTENDED SUBSIDENCE AND LANDSLIP EXTENSION

We will indemnify **You** for loss or damage to **Your Domestic Buildings** caused by subsidence and / or landslip. Provided that this **Optional Extension** does not cover loss or damage caused by or attributable to:

2.1. any faulty design or inferior construction of or the removal or weakening of support to any building situated at the **Private Residence**,

2.2. any workmen engaged in making structural alterations additions or repairs, inclusive of previous repairs which re manifest to any building situated at the **Private Residence,**

2.3. any surface or subterranean excavations other than in the course of mining operations, or

2.4. any consequential loss of any kind whatsoever.

In any action suit or other proceedings where **We** allege that by reason of (1.1.), (1.2.), (1.3.) or (1.4.) any loss or damage is not covered by this **Optional Extension**, the burden of providing the contrary will rest on **You**.

NOT COVERED BY THIS SECTION

We will not indemnify **You** for any of the below events unless specifically accepted by **Us** and specifically shown otherwise in the **Schedule / Annexure:**

1. any property that is more specifically insured,

2. any livestock or other animals,

3. any costs of reproduction or repair of data of any kind other than such costs provided for in terms of the Extended Basic Cover of this **Section**,

4. any **Theft** or attempted **Theft** while **Your Private Residence** is lent, let or sublet to a **Tenant**,

5. any loss, damage or breakage covered by a manufacturer's purchase agreement, guarantee or service contract,

6. any **Theft** from any vehicle which is left unattended and where the items were not in the locked luggage compartment or locked interior of the vehicle,

7. any loss or damage:

7.1. caused, sustained or incurred outside the territorial limits set out in this **Policy**,

7.2. to property, with the purpose of disposing of it in a business transaction, whether it is concluded or not,

7.3. of **Money**, (deeds, cash, bonds, bills of exchange, promissory notes, securities for **Money**, as well as prepaid phone cards or prepaid cellular vouchers) at **Your Private Residence** not otherwise provided for in terms of the Extended Basic Cover for **Money** provided by this **Section**,

7.4. to rare books, medals, stamp collections and manuscripts or documents of any kind,

7.5. to more than 2 coins that forms part of a coin collection and exceeds R10 000 per coin,

7.6. caused by wear and tear or by any event happening over a period of time,

7.7. caused by depreciation, the influence of light, rust, or vermin, moths other insects or their larvae,

7.8. caused by over winding of clocks,

7.9. caused by electronic or mechanical breakdown other than Basic and / or Extended **Power Surge** or Mechanical Electrical Breakdown as provided for in terms of the extensions of this **Section,**

7.10. caused by demolition, alteration, construction, cleaning, renovation, repair, restoration or any similar process,

7.11. to glass, glassware, jewellery, or other brittle articles due to cracking, denting, chipping or scratching,

7.12. of motor vehicles (inclusive of self-propelled vehicles), watercraft (excluding surfboards, kite boards, paddle skis, kayaks, canoes, surf boards, sailboards and model boats), aircraft / **Drones** other aerial devices and all tools, spare parts and accessories of these vehicles, aircraft / **Drones** or Watercraft that are on, in or attached to it,

7.13. from or relating to any exchange, cash or credit sale agreement, inclusive of theft under false pretence, trickery, scam and fraud,

7.14. to property in the open caused by storm, water, wind, hail or snow unless the insured property is designed to exist in the open,

7.15. caused to **Personal Belongings** that **You** own and which **You** normally wear or carry on **Your** body but not inside **Your** body (i.e., implantation of hearing aid into **Your** body is excluded; however hearing aid onto **Your** body will be covered),

7.16. caused by **Theft** or **Burglary** if the **Private Residence** is **Unoccupied** for a period of 60 (sixty) consecutive days during any **Annual Period,**

7.17. caused by **Theft** or **Burglary** if the **Private Residence** is **Vacant,**

7.18. for any amount in excess of 1/3rd of the **Domestic Contents** sum insured for loss of, or damage to, furs, rugs, carpets, paintings, precious and semi-precious metals, jewellery, stones and articles manufactured there from and items insured in terms of **Section** 3: Fine Arts,

7.19. caused by storm, wind, water, hail or snow during renovations, additions or extensions if the loss or damage is caused by or made worse by the renovations, additions or extensions,

7.20. any **Theft** / **Burglary** or attempted **Theft / Burglary** during renovations, additions or extensions unless such **Theft / Burglary** is accompanied by violent, forcible and visible entry into the premises.

8. any loss or damage caused by or as a result of or in connection with non-compliance with the General Conditions and General Provisions,

9. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

SECTION 3: FINE ARTS

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1.	**Accident / Accidental:**	means a fortuitous and unexpected event occurring at an identifiable place and time.
2.	**Fine Arts Collection:**	means art, antiques and other property belonging to You, or for which You have a legal responsibility.
3.	**Fine Arts:**	means art, antiques and collectibles of particular value due to their age, style, artistic merit or collectable value inclusive of: **3.4.** furniture, paintings, drawings, etchings, prints and photographs, **3.5.** tapestries and rugs, **3.6.** manuscripts, **3.7.** ornaments and sculpture, **3.8.** stamps or coins forming part of a collection including books, pages, mountings, albums, containers, frames, cards and display cabinets, **3.9.** gold, silver, pewter, platinum or gold- and silver-plated items, **3.10.** clocks and barometers, **3.11.** musical instruments.
4.	**Market Value:**	means the value of replacing the item in the current market.
5.	**Agreed Value:**	means the value agreed between **You** and **Us** for items for the purpose of this **Policy** and as stated in the **Schedule**.
6.	**Risk Address/Premises:**	means the address of the premises where **Your Private Residence** is situated as stated in the **Schedule** but excluding the gardens, grounds, garages and outbuildings.

BASIC COVER

We will indemnify **You** up to the **Sum Insured** stated in the **Schedule** at the **Risk Address** for **Accidental**, sudden and unforeseen physical loss / damage and non-deliberate action to **Your Fine Arts** other than events or circumstances listed in the General Exclusions of the **Policy** and the specific exclusions, limits and conditions contained in this **Section.**

SPECIFIC CONDITIONS

1. INSURED AMOUNT, BASIS OF INDEMNITY AND LIMIT OF COMPENSATION

The **Fine Art** insured hereby must be insured during the **Period of Insurance**, for the current **Market Value** of similar **Fine Art**.

We may decide to indemnify **You** by means of repairing, replacing, restoring or cash settlement or any combination of the said methods without deduction for wear and tear for any lost or damaged item.

The basis of indemnity to **Fine Arts** per item or pairs and sets, or part thereof, will be limited to the **Sum Insured** as shown in the **Schedule**.

Our indemnity for a single claim or series of claims arising from a single event will be limited:

1.1 to the **Sum Insured** under the **Basic Cover** if insured **Fine Art** is lost or totally destroyed, or

1.2 to either the cost of restoration plus any loss in **Market Value**, up to the maximum of the **Sum Insured** or the **Market Value** immediately prior to the loss whichever is the lesser, if such **Fine Art** is partially lost or damaged.

1.3 to actual costs related to **Extended Basic Cover,** or

1.4 to the amount shown in the **Schedule / Annexure** under **Extended Basic Cover**; or

1.5 to the insured amount shown in the **Schedule** regarding **Optional Extensions**.

2. LOCKED SAFE WARRANTY - JEWELLERY

In respect of any item of jewellery, exceeding the **Sum Insured** stated in the **Schedule / Annexure** it is hereby warranted that the item will be kept in a locked safe when not carried on the person or in use. It is further warranted that the "locked safe" will be permanently affixed to the floor or a structural wall of the dwelling and locked at all times.

In the event of a claim in respect of the item of jewellery stolen from a locked safe (as described above), the theft must be accompanied by actual forcible or violent entry into the safe.

If the item of jewellery is not kept in a locked safe, **Our** indemnity will be limited to the amount stated in the **Schedule / Annexure** for each item of jewellery and subject to an additional excess as noted in the **Schedule / Annexure**.

3. AVERAGE

Average (Under Insurance) does not apply to this **Section** provided **We** have received the valuation certificates and the item is insured for the correct **Market Value**. If not, the following calculation will be used:

If the amount needed to replace **Your Fine Art** with the **Market Value** of similar items after an event, is more than the **Sum Insured**, **We** will not pay the full amount of the loss or damage. The difference between the **Sum Insured** and the amount needed to replace all the insured **Fine Art** will be paid by **You**. **You** will be responsible for a proportional share of the costs.

4. PAIRS OR SETS

Where **Fine Art** items consist of a pair or set, **We** will not be liable for more than the values of any particular part or parts which may be lost or damaged, or more than the proportionate part of the pair or set, without reference to any special value which such article may have as part of such pair or set. Average is not applicable to this cover.

5. VALUABLE ARTICLES

We will request, proof of purchase and / or a valuation certificate for furs, rugs, carpets, paintings, jewels, jewellery, gemstones, watches, collectables, antiques and articles made of platinum, gold or silver or any other precious metal or stone, which will exceed the amount stated in the **Schedule / Annexure**.

All valuation certificates and proof of purchase required must be in South African currency. If the proof of purchase is in a foreign currency a valuation certificate in South African currency will be needed.

6. RECOVERED PROPERTY

In the event that a recovery of the property or item from a collection has been made after **We** have settled a claim, **We** will notify **You** in writing. **You** will have the option to purchase the property or item back from **Us**. The amount payable will be the amount paid to **You** by **Us** when the claim was settled. **You** will have 30 days in which to notify **Us** of **Your** decision to purchase the property or not after which **We** have the right to dispose of such property as **We** see fit.

7. AMOUNT PAYABLE BY YOU

You are liable for the excess amount and / or percentage as shown in the **Schedule / Annexure** for each and every event. Refer to the General Condition headed *Amounts Payable by You*. If the excess is based on a percentage, it will be applied to the amount of the loss or damage that has occurred.

EXTENDED BASIC COVER

1. LOSS IN VALUE CLAUSE

We will indemnify **You** for loss in value if the item has been repaired by a repairer authorised by **Us** up to the **Market Value** of the item or the **Sum Insured** stated in the **Schedule** whichever is the lesser.

2. NEWLY ACQUIRED ARTICLES CLAUSE

We will indemnify **You** for the increase in value of **Fine Arts** following additional purchases, provided that:

2.1. **You** advise **Us** within 30 days of the purchase of such property and an additional premium has been paid to **Us**,

2.2. such newly acquired articles do not exceed 25% of the **Sum Insured** of **Section 2**: Household Contents.

We reserve the right at all times to refuse cover over newly acquired articles if notification of such purchase occurs after the 30th day provision.

3. TENANTED PREMISES CLAUSE

In the event that **Your Private Residence** is being let or sublet, **We** need to be notified by **You** and **We** have to agree to it in writing.

We will indemnify **You** for loss or damage by **Theft** or attempted **Theft** by means of violent, forcible and visible entry or exit from such tenanted **Private Residence**. **We** will pay up to the **Market Value** or the amount as shown in the **Schedule** whichever is the lesser.

4. FINE ARTS IN TRANSIT EXTENSION

We will indemnify **You** for:

4.1. **Fine Arts** whilst in transit, limited to **Theft** accompanied by forcible, violent and visible entry, fire, lightning, explosion, collision or overturning of the conveying vehicle while **You** are in the process of permanently moving to a different risk address, or while **Your Insured Property** is being transported to or from any registered furniture storehouse, by a furniture removal contractor. Cover excludes any damage to any **Fine Arts** unless such articles were packed by the furniture removal contractor and are not otherwise insured,

4.2. Loss or damage for **Theft** whilst in transit between the place of purchase, repair or renovation and **Your Risk Address**, or whilst being transported to or from any bank or safe deposit,

In respect of (1.1) and (1.2) above, **We** will not pay for any loss or damage caused by or arising from or attributable to:

4.3. any **Fine Art** not adequately packed and secured, having regard to the nature of the item,

4.4. any transit by sea or air.

We will pay up to the **Market Value** or the **Sum Insured** stated in the **Schedule** whichever is the lesser.

5. DEATH OF AN ARTIST EXTENSION

We will indemnify **You** for the amount after the automatic increase of the insured value of any item shown in the **Schedule** for **Fine Arts** by up to 50% if the artist passes away during the **Annual Period**, within 6 months immediately following the death of that artist. **You** will be liable for the payment of any additional premium applicable before **We** consider payment of any claim in respect of this benefit.

6. TEMPORARILY ELSEWHERE EXTENSION

We will indemnify **You** if **Your Fine Arts** have been temporarily removed to other premises, provided that **Theft** or attempted **Theft** must be accompanied by violent, forcible and visible entry.

We will indemnify **You** up to the percentage of the **Sum Insured** or the amount shown in the **Schedule**, whichever is the lesser.

OPTIONAL EXTENSIONS

1. EXHIBITIONS
(if stated to be included)

We will indemnify **You** for **Accidental**, sudden and unforeseen physical loss / damage and non-deliberate action to **Your Fine Art** that is exhibited at any Art Exhibition, provided that **You** notify **Us** of the below before the **Fine Art** is to be exhibited at the Art Exhibition:

1.1 Duration that the **Fine Art** will be contained at the Art Exhibition,

1.2 When will the **Fine Art** be returned to the **Private Risk Address** as stated on the **Schedule**,

1.3 **You** supply all relevant details for the exhibition location and the security arrangements that will be in place,

Subject to receipt of the above (1.1), (1.2) and (1.3), **We** may at **Our** discretion stipulate certain requirements to be adhered to for cover to be in place.

Our indemnity is limited to the **Sum Insured** stated in the **Schedule**.

NOT COVERED BY THIS SECTION

None of the following are covered, unless specifically stated to be included or where it has a value stipulated in the **Schedule / Annexure:**

1. any loss or damage caused by dryness or humidity being exposed to light or extreme temperature, unless caused by storm or fire,

2. any loss or damage caused by coastal or river erosion,

3. any loss or damage caused by any damage as a result of a rise in the water table except as a result of a storm,

4. any loss or damage caused by anything that happens gradually or over a period of time, inclusive of smoke, dust and rising damp or mildew,

5. any loss or damage caused by perils of a cosmetic nature, inclusive of but not limited to chipping, scratches, denting, disfiguration or discolouration,

6. any loss or damage caused by pollution or contamination,

7. any loss or damage caused by cleaning, repairing or restoring by any manner or method,

8. any loss or damage caused by misuse, defective workmanship, construction or design, or the use of faulty materials,

9. any loss or damage caused by lack of maintenance, wear and tear, rust or corrosion,

10. any loss or damage caused by mechanical, electrical or electronic breakdown,

11. any loss or damage caused by over winding of clocks,

12. any loss or damage caused by defects in the design or construction of the building, or where the relevant local authority would not have approved the structure at the time of construction,

13. any loss or damage where the act of nature caused or contribute to the damage of unroofed or partially roofed structures,

14. any additional costs resulting from the unavailability of matching materials,

15. any loss or damage caused by cracking or collapse of the building, unless caused by external causes,

16. any loss or damage caused by weeds or roots,

17. any loss or damage caused by any damage as a result of acid mine water,

18. any loss, damage or breakage covered by any guarantee, service contract, purchase contract or any purchase agreement,

19. any claim arising out of contractual liability unless legal liability would have existed in the absence of such contract or agreement,

20. any loss or damage caused by **Theft** if the dwelling is **Unoccupied** for a period of 60 consecutive days during any **Annual Period**,

21. any loss or damage arising from the same happening, for the same property or any liability applicable to more than one of the **Sections** of this **Policy**,

22. any loss or damage caused intentionally by a **Tenant**,

23. any loss or damage caused by water suddenly leaking from fixed water tanks, apparatus and pipes, swimming pools while **Your** dwelling is **Unoccupied** for 60 days or more,

24. any loss or damage to musical instruments while the instrument is being played,

25. any loss or damage to any **Fine Art** items if used for business purposes,

26. any disappearance of an individual rare book, medal, stamp, coin, manuscript or documents of any kind that is insured as part of a collection unless it is mounted in a volume and the page is also lost,

27. any loss or damage to **Fine Art** that occurs outside of the South African borders unless agreed to by **Us** in writing prior to any **Fine Arts** leaving the country,

28. if during the **Period of Insurance** an item of **Fine Art** as shown in the **Schedule** is not rightfully **Yours** and **You** are legally obliged to return the item to its rightful owner because it is proved that **You** do not have good title to it.

29. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

SECTION 4 : ALL RISKS

DEFINITIONS
For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Accident / Accidental: means a fortuitous and unexpected event occurring at an identifiable place and time.

2. Drone: means any:

2.4. **Remotely Piloted Aircraft** – being further defined as an unmanned aircraft which is piloted from a remote pilot station, excluding **Model Aircraft** and **Toy Aircraft**,

2.4.1. **Toy Aircraft**– being further defined as an aircraft which is designed or intended for use in play by children,

2.4.2. **Model Aircraft** – being further defined as non-human carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport or competitions.

2.5. **Drone Accessories** means any:

2.5.1. filming, scanning, mapping, infrared and x-ray equipment inclusive of software,

2.5.2. bags and carry cases,

2.5.3. tools and cleaning equipment,

2.5.4. guards and safety equipment,

2.5.5. two-way radio and communications equipment,

2.5.6. power supplies and control equipment,

2.5.7. binoculars and photographic equipment,

2.5.8. laptops and tablets

All of which are used for the purpose of controlling a **Drone**, inclusive of any other equipment which can be affixed to the payload of the **Drone**.

3. Dwelling: means:

3.1. a primary residence structure at which **You** reside on a full-time basis, or

3.2. temporary accommodation structure at which **You** may reside for vacation / temporary purposes to that of **Your** primary residence mentioned in (3.1) above.

For the purpose of (3.2) above the term temporary means infrequent and short periods of time not exceeding 6 months.

4. Mobile Communication Devices: means portable electronic items, used for mobile communication, inclusive of all accessories (for example: cellular phones, satellite navigation system receivers [GPS's]).

5.	**Personal Belongings**:	means property normally worn or designed to be carried on or by You solely for private purposes and which is owned by You or for which You are legally Responsible.
6.	**Portable Electronic Device:**	means a device that is capable of storing, processing and transmitting data, which is small enough to be carried by hand, for example but not limited to: laptops, kindles, iPads and tablet devices.
7.	**Specified Property:**	means items as described in the **Specified** All Risk **Section** and shown in the **Schedule**.

BASIC COVER

We will indemnify **You** for **Accidental**, sudden and unforeseen physical loss of or damage to the whole or part of the property described in the **Schedule** while anywhere in the world subject to the **Specific Conditions** of this **Section**, by any **Accident** or misfortune not otherwise excluded up to the maximum **Sum Insured** stated in the **Schedule**.

We require full details of property in order to specify the item, inclusive of but not limited to full description, make and model, as well as all serial numbers.

SPECIFIC CONDITIONS

1. INDEMNITY TO YOU

We will decide whether **We** want to settle a claim by repairing or replacing or paying cash, or a combination of the three, at current replacement cost but subject always to the **Sum Insured** stated in the **Schedule**, which results from any cause occurring anywhere in the world, provided that any temporary visits outside the territorial limits of the Republic of South Africa are for a period of up to 6 months per **Annual Period** only after which **You** will be uninsured for events occurring outside such territorial limits.

2. AVERAGE (UNDER-INSURANCE)

If at the time of the loss or damage, the amount which is needed to replace **Your Unspecified** or **Specified Property** insured hereby with similar new property is more than the amount for which it is insured, **You** will be considered as **Your** own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

3. LOCKED SAFE WARRANTY - JEWELLERY

In respect of any item of jewellery, exceeding the **Sum Insured** stated in the **Schedule/ Annexure**, it is hereby warranted that the item will be kept in a locked safe when not carried on the person or in use. It is further warranted that the locked safe will be permanently affixed to the floor or a structural wall of a **Dwelling** and locked at all times.

In the event of a claim in respect of the item of jewellery stolen from a locked safe any theft must be accompanied by actual forcible or violent entry into the safe.

If the item of jewellery is not kept in a locked safe, **Our** indemnity will be limited to the amount stated in the **Schedule / Annexure** for each item of jewellery and subject to an additional excess as noted in the **Schedule / Annexure**.

4. LOCKED SAFE WARRANTY - FIREARMS

It is warranted that all firearms, as defined in the Firearms Control Act, will be kept in a locked safe when not carried on the person or in use. It is further warranted that the locked safe will be permanently affixed to the floor or a structural wall of the **Dwelling** and locked at all times.

In the event of a claim in respect of a firearm stolen from a locked safe any theft must be accompanied by actual forcible or violent entry into the safe.

5. ITEMS IN A BANK VAULT

Loss of or damage to items shown in the **Schedule** which are kept in a bank vault, only applies whilst the items are contained in a safe deposit at a registered bank. **We** will require a breakdown of all items in a bank vault and **You** need to notify **Us** immediately upon movement thereof.

6. PAIRS OR SETS

Where the insured items consist of a pair or set, **We** will not be liable for more than the values of any particular part or parts which may be lost or damaged, or more than the proportionate part of the pair or set, without reference to any special value which such article may have as part of such pair or set. Average is not applicable to this cover.

7. STAMP AND COIN COLLECTIONS AND PERSONAL DOCUMENTS

We will indemnify **You** according to the cover provided in respect of:

6.1. a single stamp or coin, or a single set of stamps or coins according to the current catalogue or price list value,

6.2. personal documents, inclusive of personal deeds, wills, agreements, maps, plans, records, books, letters and certificates, for the value of the materials and the cost of labour needed for replacement. **We** will not indemnify **You** if these documents are negotiable instruments or share certificates.

8. VALUABLE ARTICLES

We will request proof of purchase and / or a valuation certificate for furs, rugs, carpets, paintings, jewels, jewellery, gemstones, watches, collectables, antiques and articles made of platinum, gold or silver or any other precious metal or stone, which exceed the amount stated in the **Schedule / Annexure**.

All valuation certificates and proof of purchase required must be in the currency of South Africa. If the proof of purchase is in a foreign currency a valuation certificate in South African currency will be required.

9. REINSTATEMENT OF SPECIFIED ITEMS FOLLOWING A CLAIM

If any item specified in the **Schedule** is subject to a total loss meaning it is lost, damaged beyond economical repair or stolen then such item will be deleted from the **Schedule**. The onus rests on **You** to advise **Us** of items replacing such items which are the subject of total loss and that **You** provide us with the replacement items description and **Sum Insured**.

10. AMOUNT PAYABLE BY YOU

You are liable for the excess amount and /or percentage as shown in the **Schedule / Annexure** for each and every event. Refer to the General Condition headed *Amounts Payable by You*.

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

OPTIONAL EXTENSIONS

1. SPECIFIED JEWELLER EXTENSION

In the event of a claim, it is hereby noted and agreed that **You** may utilise the services of the specified jewellery supplier as stated in the **Schedule**. It is a condition of cover that the item of jewellery is valued by an independent valuator and the onus of proof rests with **You** to furnish such proof of value and ownership to **Our** satisfaction.

Further noted that **Our** indemnity is limited to the replacement value or **Sum Insured** stated in the **Schedule**, whichever is the lesser.

NOT COVERED BY THIS SECTION

We will not indemnify **You** for:

1. any cost of reproduction or repair of data,

2. any items covered by guarantee, service contract, purchase contract or any purchase agreement of any type,

3. any property that has the purpose to be disposed of in a business transaction, for example stock,

4. any vehicles, motorcycles, scooters, three wheeled vehicles, quad bikes, trailers and caravans inclusive of fitted accessories, hang gliders, air and watercraft and their equipment, **Drones**,

5. any money, securities for money, money orders, deeds, bonds, bills of exchange, promissory notes, cheques, postal and money orders, negotiable documents, travel and other tickets, gift vouchers/ cards, pre-paid telephone and cell phone carts,

6. any rare books, medals, stamps or coin collections and manuscripts or documents of any kind, unless **We** have agreed otherwise and such items are specified in the **Schedule**,

7. any loss or damage :

7.1. by wear and tear or by any event happening over a period of time,

7.2. by depreciation, the influence of light, rust, or vermin, moths other insects or their larvae,

7.3. by or in connection with any exchange, cash or credit sale agreement, inclusive of theft under false pretence, trickery, scam and fraud,

7.4. by electronic viruses, Trojans, worms or similar destructive media interferences,

7.5. by chipping, scratching, denting and breaking of China or similar articles of fragile nature,

7.6. by confiscation, detention, delay or destruction arising from any process of law,

7.7. by bursting, rusting, corrosion or derangement of any firearm,

8. any loss or damage caused to cameras and photographic equipment and musical equipment used for professional purposes or for reward,

9. any loss or damage to personal belongings which are carried in **Your** body, (for example implantation of hearing aid into **Your** body is excluded, however, hearing aid onto **You**r body will be covered.)

10. any loss or **Damage** arising out of the deliberate withholding of power by a supply authority, **Loadshedding** or **Grid Failure** (refer to the General Exclusion headed *Grid Failure Exclusion 01/04/2023*) is specifically excluded.

11. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

SECTION 5 : VEHICLE INSURANCE

DEFINITIONS
For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1.	**Accident / Accidental** :	means a fortuitous and unexpected event occurring at an identifiable place and time.
2.	**Agreed Value:**	means that the particular make and model of the **Vehicle** is not published or obtainable from **Our** approved vendor. When cover is arranged on an **Agreed Value** basis **You** must at the commencement of cover supply **Us** with a written valuation certificate from an approved manufacturer / dealer which details the odometer reading, condition and value of the **Vehicle**. This value will be agreed between **You** and **Us** and will be stated as the **Sum Insured** in the **Schedule**.
3.	**After-Market / Non-Standard Accessories and Spare Parts:**	means any accessory or part not supplied by the manufacturer as a standard fitment and are fitted as an aftermarket fitment either during the time of **Vehicle** purchase or afterwards. These are not fitted during the production of a **Vehicle** and are not included in the manufacturer's standard specification for the **Vehicle** model.
4.	**Bodily Injury:**	means physical bodily injury inclusive of death.
5.	**Emergency Benefit:**	means costs and / or expenses incurred due to **Accidental** and / or unforeseen circumstances not otherwise excluded. The **Emergency Benefit** does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership. Further noted that where **We** agree to pay such costs, that these will not be a **Lump Sum** payment and any benefit hereunder will only be paid once **We** have received satisfactory evidence to support any claim made under this benefit.
6.	**For Each and Every Limit (EEL):**	means the amount payable, inclusive of costs recoverable from **You** by a claimant or any number of claimants, legal costs incurred with **Our** consent for any **Occurrence** all of which will not exceed the **sum Insured** stated in the **Schedule.**
7.	**In the Annual Aggregate (AGG):**	means a pre-determined Rand amount up to which the **Policy** will cover **You** for each **Annual Period**, regardless of the number of claims submitted or legal costs associated with these claims.
8.	**Lump Sum:**	means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a **Loss of Income** and which cannot be quantified by evidence of the **Loss of Income** suffered.
9.	**Loss of Income:**	means that an actual financial loss has been suffered through payment of expenses / costs which have been borne in terms of the **Emergency Benefit / Trauma Benefit** insured hereby and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred. .

10. Licence: means a valid driver's licence as prescribed by the National Road Traffic Act or any replacement or similar applicable statute. A person who is a learner driver must comply with the legislation concerning learner drivers.

11. Occurrence: means an occurrence or series of occurrences arising from one cause in connection with any one **Vehicle** in respect of which indemnity is provided by this **Policy**.

12. Market Value: means the fair value being the average between **Retail Value** and **Trade Value**. The value of the **Vehicle** further depends on the condition and mileage on the **Vehicle**.

13. Retail Value: means the average of what the same **Vehicle** is currently selling for at motor dealerships and is the highest price it can be insured for.

14. Trade Value: means the value **You** would get if the **Vehicle** were to be traded in.

15. Vehicle The term **Vehicle** means

15.1. Private types of motor cars (inclusive of station wagons, minibuses, motorised caravans and the like, or similar vehicles) designed to seat 10 persons or fewer (including the driver), and not exceeding 3 500kg in Gross Vehicle Mass.

15.2. Light Delivery Vehicles (inclusive of a panel van or double cab) not exceeding 3 500kg in Gross Vehicle Mass.

15.3. Caravans / trailers which are not self-propelled, and which are designed or adapted to be towed by a self-propelled vehicle.

15.4. Motorcycles (inclusive of motor scooters, scramblers, three wheelers or quad bikes.)

15.5. Classic vehicles which are worthy of being a collectable vehicle and which are more than 20 years old.

15.6. Supercar vehicles which are high in value vehicle, rare, exceptional and have unusual features and performance.

15.7. Golf Carts which are small self-propelled vehicles originally designed for golfers riding between shots on golf courses, which are not registered to be driven on public roads.

16. Licence: means a valid driver's licence as prescribed by the National Road Traffic Act or any replacement or similar applicable statute. A person who is a learner driver must comply with the legislation concerning learner drivers.

17. Vehicle Sharing: means carrying of passengers for social reasons (inclusive of learner commuting) and commuting to and from work in vehicles that are not registered or licensed for commuting purposes.

18. Uneconomical to Repair: means that the repair / replacement costs of parts, the availability of parts, the repair duration and car hire costs associated with the repair are high in relation to the value of the **Vehicle**.

BASIC COVER

We will indemnify **You** for **Accidental**, sudden and unforeseen physical loss / damage according to the type of cover **You** have chosen for any **Vehicle** described in the **Schedule** inclusive of accessories and spare parts whilst thereon.

After-Market / Non-Standard Accessories and Spare Parts will be covered if specified and an additional premium paid.
If the current **Retail Value** of a **Vehicle** cannot be determined by the approved vendor from whom **We** receive vehicle value updates, then the onus rests on **You** to ensure that such **After-Market / Non-Standard Accessories and Spare Parts** are insured for the correct value so that the correct premium can be charged.

Provided that:

1. If **You** have listed items as **After-Market / Non-Standard Accessories and Spare Parts** and they are not included in the manufacturer's standard specification for that particular vehicle model, these will not be regarded as **After-Market / Non-Standard Accessories and Spare Parts** and will not be paid.

2. In instances where a claim occurs and adjustment has not been calculated, **We** reserve the right to settle according to an amount equal to the value of such **After-Market / Non-Standard Accessories and Spare Parts** at the time of loss, but not exceeding the market's latest list price or the **Sum Insured** stated in the **Schedule**, whichever is the lesser.

The basis of indemnity depends on the type of cover which **You** have chosen and is stated in the **Schedule** inclusive of any limits applicable to **After-Market / Non-Standard Accessories and Spare Parts**.

1. TYPES OF COVER

1.1. COMPREHENSIVE

We will provide cover for **Accidental** damage, theft and hijacking events to the insured **Vehicle** stated in the **Schedule** as well as amounts for which **You** are legally liable to any third party if the legal liability is related to the insured **Vehicle**.

1.2. THIRD PARTY, FIRE AND THEFT

We will provide cover for **Accidental** damage caused by fire, lightning, explosion, theft or attempted theft and hijacking events to the insured **Vehicle** stated in the **Schedule** as well as damages for which **You** are legally liable to any third party if the legal liability is related to the insured **Vehicle**.

1.3. THIRD PARTY ONLY

We will provide cover for any amounts for which **You** are legally liable to a third party if the liability relates to the insured **Vehicle**.

2. BASIS OF INDEMNITY

2.1. **We** may, at **Our** own option and discretion, repair, reinstate or replace such **Vehicle** or any part thereof and / or its **Accessories and Spare Parts** or **We** may pay in cash the amount of the loss or damage not exceeding the **Sum Insured** stated in the **Schedule** and / or its **Accessories and / or Spare Parts** at the time of such loss or damage, whichever is the lesser.

2.2. If **We** replace or reinstate such **Vehicle**, **We** will have the option to take ownership of the **Vehicle**.

2.3. **MAXIMUM INDEMNITY:**
The onus remains with **You** to ensure that the **Vehicle Sum Insured** stated in the **Schedule** is adequate. In the event of a claim the maximum amount payable will be the **Sum Insured** stated in the **Schedule** or at our discretion / election:

2.3.1. the **Retail value** applicable, or

2.3.1.1. damages less the excesses, betterment or depreciation, and

2.3.1.2. less any amount You are entitles to claim under any dual insurance.

2.3.2. if the insured **Vehicle** is determined as being a Code 3 registered vehicle (as defined by regulation) the maximum amount **We** will pay **You** is as stated above, less 30% of the **Retail value** of the **Vehicle** at the time of loss / damage.

2.3.3. If the Vehicle is noted as a Classic Vehicle the maximum amount that We will indemnify You will not exceed the Agreed Value which is determined by a qualified motor vehicle valuator and / or vintage club associated and the conditions stipulated in (2.3.4.) hereunder, will apply.

2.3.4. where previously requested by **You** and agreed to in writing by **Us** the **Agreed Value** stated in the **Schedule.**

Provided that:

2.3.4.1. **You** provide **Us** with a written valuation certificate from an approved manufacturer / dealer as well as photographs of the odometer reading and condition of the **Vehicle** prior to acceptance of the cover provided. This will be an ongoing requirement from inception throughout the currency of this **Policy**.

2.3.4.2. All claims, except windscreen / glass will be determined according to this **Agreed Value** less any first amounts payable at the time of loss.

2.3.4.3. It remains **Your** responsibility to ensure that the **Agreed Value** is updated on the **Renewal Date** reflected on **Your Schedule**. If **You** fail to comply with clause (2.3.4.1.) then the average value given by three independent motor industry sources will be used as the value of the **Vehicle.**

2.3.4.4. If the insured **Vehicle** is, at the commencement of any damage to such vehicle by any peril insured against, collectively of greater value than the **Sum Insured** thereon, then **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the loss accordingly.

3. CLASS OF USE CLAUSE

You are indemnified according to the class of use noted in the **Schedule**. For all classes of use (as noted below), the indemnity to **You** in connection with any **Vehicle** will operate while such **Vehicle** is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair excluding **Vehicles** in the possession or commission for the purpose of retail, sale or similar unless **We** agree in writing beforehand.

There will be no cover for any other use other than the class of use noted in the **Schedule.**

Should the use of any **Vehicle** change in any way, **We** are to be informed immediately so that cover can be amended accordingly. **Your** failure to notify **Us** of such change to the class of use will result in no cover being in place.

6.1. STRICTLY PRIVATE

If stated in **Your Schedule**, it is hereby noted and agreed that the **Vehicle** insured hereby has been rated and the terms that have been provided are for Strictly Private purposes only.

6.2. SOCIAL USE (INCLUSIVE OF TO WORK AND BACK)

If stated in **Your Schedule**, it is hereby noted and agreed that the **Vehicle** insured hereby has been rated and the terms that have been provided are for Social Purposes only. This cover is inclusive of private use and commuting to and from work.

6.3. PROFESSIONAL BUSINESS USE

If stated in **Your Schedule**, it is hereby noted and agreed that the **Vehicle** insured hereby has been rated and the terms that have been provided are for Professional Business Purposes only. This cover is inclusive of private use and frequent Business use and is limited to **You** and **Your** spouse only. If anybody else uses the **Vehicle** for Business purposes, there will be no cover.

This cover excludes use of the **Vehicle** for the motor trade, driving instruction, towing for reward, hiring, the carriage of fare-paying passengers or the carriage of goods for Business purpose.

6.4. BUSINESS USE

If stated in **Your Schedule**, it is hereby noted and agreed that the **Vehicle** insured hereby has been rated and the terms that have been provided are for Business purposes only. This cover is inclusive of social, private, pleasure and professional Business use and is limited to **You** and **Your** spouse only. If anybody else uses the **Vehicle** for Business purposes, there will be no cover.

This cover excludes use of the **Vehicle** for the motor trade, driving instruction, towing for reward, hiring, the carriage of fare-paying passengers or the carriage of goods for Business purpose.

7. CLASSIC VEHICLES NOMINATED DRIVER CLAUSE

We use pertinent information about the stated nominated driver to determine the premium **We** charge to insure **Classic Vehicles**. This information is inclusive of but not limited to the person's age, driving history, driving ability and financial status. **You** must advise **Us** immediately of a change in the following:

7.1. the regular driver of a **Vehicle**,

7.2. the occupation of the regular driver,

7.3. change to the class of use of the **Vehicle**,

7.4. the financial status of the regular driver (inclusive of bur not limited to information relating to any judgments, convictions or if the regular driver has been declared insolvent or placed under administration),

7.5. change of address where vehicle is kept overnight.

We may decline to indemnify or compensate **You** for **Your** loss, damage or any liability under this **Section** if the risk is materially changed without **Our** written consent. Refer to General Condition headed *Misrepresentation, Misdescription and Non-Disclosure.*

8. FIRST AMOUNTS PAYABLE CLAUSE

8.1. In respect of each and every occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under this Sub-Section, **You** will be responsible for the first amounts payable stated in the **Schedule** (according to the type of **Vehicle**) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this Sub- Section (inclusive of any payment in respect of costs, expenses and fees), and

8.2. of any expenditure incurred by **Us** in the exercise of any discretion it may have under this insurance. If the expenditure incurred by **Us** will include any first amount payable for which **You** are responsible, such amount will be paid to **Us** by **You** forthwith.

8.3. Amounts payable by **You** in respect of Basic / Voluntary / Additional or Compulsory excesses is calculated separately for each **Vehicle** according to the cover as indicated in the **Schedule / Annexure**.

9. PROTECTION AND REMOVAL CLAUSE

9.1. The reasonable cost of protection and removal to the nearest repairers, provided that **You** contact the Assistance Line stated on the **Schedule / Annexure**.

10. INSTRUCTION FOR EMERGENCY REPAIRS CLAUSE

10.1. **You** may give instructions for emergency repairs to be executed without **Our** prior consent to the extent of but not exceeding the amount as stated in the **Schedule / Annexure** , provided that a detailed estimate is first obtained and immediately forwarded to **Us**.

11. REPATRIATION CLAUSE

11.1. The necessary cost of repatriation following an insured event up to a maximum amount as stated in the **Schedule / Annexure. We** will only authorise the repairs to **Your Vehicle** when it has successfully been returned to the Republic of South Africa.

11.1.1. If **You** do not return the **Vehicle** to the Republic of South Africa, then **You** have to prove that the **Vehicle** is **Uneconomical to Repair** in any method acceptable to **Us**, before **You** may be indemnified.

11.1.2. If **We** accept liability, then **We** will determine the wreck value of the vehicle at 20% of the settlement figure, which will be deducted from the amount of the settlement.

12. REGULAR DRIVER CLAUSE

We use pertinent information about the stated regular driver to determine the premium **We** charge to insure each **Vehicle**. This information is inclusive of but not limited to the person's age, driving history, driving ability and financial status. **You** must advise **Us** immediately of a change in the following:

12.1. the regular driver of a **Vehicle**,

12.2. the occupation of the regular driver,

12.3. change to the class of use of the **Vehicle**,

12.4. the financial status of the regular driver (inclusive of bur not limited to information relating to any judgments, convictions or if the regular driver has been declared insolvent or placed under administration),

12.5. change of address where vehicle is kept overnight.

We may decline to indemnify or compensate **You** for **Your** loss, damage or any liability under this **Section** if the risk is materially changed without **Our** written consent. Refer to General Condition headed *Misrepresentation, Misdescription and Non-Disclosure.*

13. SUPERCAR NOMINATED DRIVER CLAUSE

We use pertinent information about the stated nominated driver to determine the premium **We** charge to insure **Supercars**. This information is inclusive of but not limited to the person's age, driving history, driving ability and financial status. **You** must advise **Us** immediately of a change in the following:

13.1. the regular driver of a **Vehicle**,

13.2. the occupation of the regular driver,

13.3. change to the class of use of the **Vehicle**,

13.4. the financial status of the regular driver (inclusive of bur not limited to information relating to any judgments, convictions or if the regular driver has been declared insolvent or placed under administration),

13.5. change of address where vehicle is kept overnight.

We may decline to indemnify or compensate **You** for **Your** loss, damage or any liability under this **Section** if the risk is materially changed without **Our** written consent. Refer to General Condition headed *Misrepresentation, Misdescription and Non-Disclosure.*

14. SUSPENSIVE SALE, CREDIT OR SIMILAR AGREEMENT CLAUSE

If, to **Our** knowledge, the **Vehicle** is the subject of a suspensive sale or similar agreement, such payment will be made to the owner described therein whose receipt will be a full and final discharge to **Us** in respect of such loss or damage.

15. UNAVAILABLE PARTS CLAUSE

If spare parts and / or accessories that are needed to repair the vehicle following a claim, are unobtainable as standard (readymade) parts in South Africa or are obsolete in pattern, **We** will pay an amount in cash equal to the value of the part at the time of the loss or damage, stated in the manufacturer's / agent's price list, inclusive of the reasonable cost to transport the part (other than by air, unless agreed by **Us**).

LIABILITY (OCCURRENCE BASIS)

1. DEFINITIONS

For the purposes of determining the indemnity granted by Liability (Occurrence Basis) insured under this **Section** the following definitions apply and bear reference

1.1. Any Person means people who are not related to **You**, and people who are not Your domestic employee when the **Event** happens. However, the term **Any Person** may include people who normally live with **You**.

1.2. Bodily Injury means death, physical injury, mental injury, illness (mental or physical) or disease of or to **Any Person**.

1.3. Damage means loss of possession or control of, or actual physical damage to tangible property.

1.4. Damages means monetary compensation (which term will be inclusive of claimant's legal costs and expenses) that is awarded against **You** by a court of law, or for which **You** will become personally legally liable within the ambit of the civil or criminal justice system.

1.5. Each & Every Claim Limit (EEL) means the amount payable, inclusive of **Damages** recoverable from You by a claimant or any number of claimants, **Legal Costs** incurred with **Our** consent for any **Occurrence** all of which will not exceed the Limit of Indemnity stated in the **Schedule**.

1.6. Event means any circumstance or incident which may give rise to a claim for indemnification as insured under this **Section** of the **Policy**.

1.7. Legal Costs means costs, charges and expenses which **We** incurred or which **You** incurred with **Our** prior consent:

1.7.1. in the defence or settlement of any claim under this **Section** of the **Policy** or any legal proceeding, action or prosecution brought against **You** in respect of **Bodily Injury** or **Damage** or other personal legal liability as insured in terms of this **Section** of the **Policy**.

1.7.2. in the representation at any inquest or accident inquiry in respect of Injury which may form the subject of indemnity under this **Section** of the **Policy**.

1.8. Limit of Indemnity means the **Sum Insured** stated in the **Schedule / Annexure**.

1.9. Occurrence means an **Event** or series of **Events** arising out of one originating cause or source.

2. COMPENSATION

We will provide compensation for amounts which **You** become legally liable to pay to a third party following **Accidental**, sudden and unforeseen loss / **Damage** which happens or arises in connection with the use of a **Vehicle** stated in the **Schedule**.

LIMITS OF INDEMNITY			
Description	**Cover**	**Limit**	**Supplementary Limit**
Vehicle	Liability to Third Party	R1 000 000.00 (**EEL**)	If stated in the **Schedule**
Soft Top Vehicles	Passenger Liability	R250 000.00 (**EEL**)	Excluded
Motorcycles	Liability to Third Party	R1 000 000.00 (**EEL**)	Excluded
Motorcycles	Passenger Liability	Excluded	Excluded
Trailer/Caravan	Liability to Third Party	R1 000 000.00 (**EEL**)	Excluded
Golf Carts	Liability to Third Party	R1 000 000.00 (**EEL**)	Excluded
Golf Carts	Liability to Third Party (**Bodily Injury**)	R250 000.00 (**EEL**)	Excluded
Golf Carts	Passenger Liability	Excluded	Excluded

The compensation provided by this **Section** is limited to the amount shown in the **Schedule**. The **Limit of Indemnity** is inclusive of all **Legal Costs** and expenses incurred by **Us** and **Legal Costs** and expenses **You** incur with **Our** prior consent and written approval.

2.1. LIABILITY

2.1.1. LEGAL LIABILITY TO THIRD PARTIES

We will provide indemnity for **Damages** which **You** will become legally liable to pay, following **Damage** (inclusive of fire or explosion) and /or **Bodily Injury** as a result of an accident caused by, or in connection with a **Vehicle**, or trailer or caravan attached to it as is specified on the **Schedule** but not exceeding the limits of indemnity stated in this **Policy.**

2.1.2. LEGAL LIABILITY TO THIRD PARTIES IF A PERSON OTHER THAN YOU USES THE VEHICLE INSURED IN TERMS OF THIS POLICY

We will provide indemnity for **Damages** caused by **Any Person** who is permitted by **You** to drive **Your Vehicle** following **Damage** (inclusive of fire or explosion) and /or **Injury** due to an **Event** which happens or arises from **Any Person** using the **Vehicle**, inclusive of loading and offloading from the **Vehicle** insured under this **Section**, subject to the limits mentioned under the heading Compensation. This legal liability is subject to the following conditions:

2.2.2.1. such person must comply with all the applicable **Terms and Conditions** of this **Policy**,

2.2.2.2. such person was using the **Vehicle** with **Your** express permission,

2.2.2.3. such person is not entitled to compensation under any other insurance policy,

2.2.2.4. vehicle insurance has never been refused for such person, nor continuation thereof.

This is subject to the proviso that if it is possible to institute a claim under the Road Accident Fund Act, 1996 (no. 56 of 1996) or amendments thereto or any other applicable legislation, such claim must first be instituted under such legislative fund and any amount recovered in respect of emergency benefits paid by **Us** must be refunded to **Us** upon finalisation of the said claim.

2.1.3. LEGAL LIABILITY TO THIRD PARTIES ARISING OUT OF YOU USING A VEHICLE NOT INSURED UNDER THIS POLICY

We will provide indemnity for **Damages** which **You** will become legally liable to pay, following **Damage** (inclusive of fire or explosion) and /or **Bodily Injury** following an **Event** where:

2.1.3.1. **You** are using a vehicle not insured under this **Policy**, and / or

2.1.3.2. the towing of any single vehicle, trailer or caravan by this vehicle, and / or

2.1.3.3. the loading onto and offloading of goods from this vehicle that **You** are using,

In all instances of the above (2.1.3.1.), (2.1.3.2.) or (2.1.3.3.) the following conditions apply:

1. **You** are the driver of the vehicle,

2. the vehicle **You** are using is a vehicle as described in the definition terms of this **Section** 5: Vehicle Insurance,

3. **You** are not the owner of the vehicle,

4. the vehicle is not leased or hired to **You**,

5. **You** are not purchasing the vehicle in terms of any credit agreement.

However, no own damage to such vehicle will be paid under this compensation.

2.1.4. PASSENGER LIABILITY IN A VEHICLE

We will provide indemnity for **Damages** which **You** will become legally liable to pay if **Any Person** is transported in the passenger compartments of **Your** vehicle due to accidental **Injury**. However, in instances where **Any Person** travelling in the compartment of a "soft-top" vehicle applies then the cover granted will not exceed the amount noted under the description "soft top vehicles" indicated under the table relating to (2.) Compensation above.

3. EMERGENCY BENEFIT

3.1. If any occupant other than **Yourself** or driver of the **Vehicle** sustains **Accidental Bodily Injury** as a direct result of an **Accident**, **We** will pay an **Emergency Benefit** in connection with the injury up to the amount stated in the **Schedule / Annexure** per injured occupant, but not exceeding the amount stated in the **Schedule / Annexure** in total for all occupants injured as a result of an **Occurrence** or series of occurrences arising out of one event.

3.2. The amount payable under this benefit will be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation.

3.3. The term **Emergency Benefit** is inclusive of any costs incurred to free such injured occupant from such **Vehicle** or to bring such injured occupant to a place where suitable treatment can be given.

SPECIFIC CONDITIONS

1. DRIVERS LICENCE

During the currency of this **Section**, it is a condition precedent to **Our** liability under this **Section** that notification will be sent by **You** to **Us** immediately in writing, informing **Us** that **You** have knowledge of:

1.1. any drivers licence in **Your** favour or of **Your** authorised / regular driver being endorsed, suspended or cancelled, or

1.2. if any driver noted in (1.1.) above, is charged or convicted of any traffic law violation and / or negligent, reckless or improper driving, or

1.3. if **You** or **Your** authorised / regular driver be medically unfit to drive.

Your failure to comply with this condition will result in **Your** forfeiture to claim hereunder.

2. INTERNATIONAL / FOREIGN DRIVERS LICENCE

It is a condition precedent to **Our** liability under this **Section** that:

2.1. any International / Foreign drivers' licence must:

2.1.1. be a clear copy from the country of origin,

2.1.2. where such licence is issued in a language other than English then:

2.1.2.1. a full and official English translated copy thereof will be obtained from the relevant Embassies /Consulates as applicable,

2.1.2.2. such document must be presented on an official letterhead which is stamped authenticating that the driver's license is valid in that country and that the license has not been cancelled or suspended,

2.1.2.3. such document must include the date of issue, licence code (representing what the driver is permitted to drive) as well as period that such licence is valid.

2.1.2.4. such document must include the driver's details in order to validate the letter.

2.2. a clear copy of the driver's passport must accompany the above documentation.

2.3. in addition to the above specification relating to international / foreign drivers licences:

2.3.1. **You** need to provide **Us** with **Your** documented processes confirming the validity of any of **Your** employed driver(s) to whom this Specific Condition applies, and

2.3.2. This will remain a continuing duty throughout the currency of this **Policy**.

2.4. cover will only be applicable once the above has been presented and accepted by **Us** prior to cover being granted.

Your failure to inform **Us** according to this condition, will result in **Your** forfeiture to a claim hereunder.

3. **You** must take all reasonable steps to maintain any **Vehicle** in an efficient and roadworthy condition,

4. **You** must take all reasonable steps in the event of any accident or breakdown to prevent further loss or damage from happening and if the insured **Vehicle** which is the subject of a claim is driven or used before the necessary repairs are effected that any extension of the damage or any further damage to such insured **Vehicle** will be entirely at **Your** own risk.

5. CONDITIONS RELATING TO SECURITY MEASURES

5.1. SECURITY DEVICE

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

5.1.1. the required security device is installed in or on the **Vehicle**,

5.1.2. the required security device is in a working condition,

5.1.3. the required security device is activated or put into operation when the **Vehicle** is left unattended.

5.2. TRACKING DEVICE

If a **Tracking Device** is required, as described in the **Schedule** for the **Vehicle**, loss of or damage to the **Vehicle** after theft, hijacking or attempted theft or hijacking will be covered only if:

5.2.1. the required **Tracking Device** is installed in or on the **Vehicle**,

5.2.2. a legally valid contract has been entered into between **Yourself** and the supplier of the **Tracking Device**,

5.2.2.1. this contract must be in force, and all fees must be paid in full at the time of any theft or hijacking or attempted theft or hijacking,

5.2.3. the required **Tracking Device** is activated and in operation at the time of any theft, hijacking or attempted theft or hijacking,

5.2.4. the theft or hijacking is immediately reported to the supplier of the required **Tracking Device**,

5.2.5. either the required **Tracking Device** is self-testing, or **You** have arranged that it is tested at least once every six months.

5.3. DUAL TRACKING DEVICE WARRANTY - HIGH-RISK VEHICLES (01/04/2023)

For the purpose of this **Dual Tracking Device Warranty - Very High-Risk Vehicle** , the term **Dual Tracking** means:

5.3.1. there is a combination of two vehicle tracking systems using any combination of radio frequency and / or GPS technology to track a **Vehicle**.

5.3.1.1. To comply with this requirement these units must be installed postproduction to the **Vehicle** in a secure, private and non-disclosed environment by an accredited fitment facility by trained and qualified installation technicians.

5.3.1.2. Any factory fitted or production fitted unit **DOES NOT** qualify as one of the two units mentioned in (5.3.1.) above.

5.3.1.3. Such **Dual Tracking** must be installed, tested and kept in working condition at all times.

5.3.1.4. There must be a service level agreement (contract) which is inclusive of a vehicle recovery service for **BOTH** devices, which is able to track and recover the **Vehicle** once reported as stolen. This service may be outsourced but must be in addition to services provided by the SAPS or any other law enforcement agency.

Regardless of anything contained to the contrary in the **Policy** or any endorsement thereto, it is noted and agreed that the theft / hijacking excess is 10% for the insured **Vehicle** bearing this warranty.

Any optional excess waiver or provision that allows the waiving of an excess in terms of the **Policy** will apply to any other permitted excesses on the insured **Vehicle** but will under no circumstance apply to the theft/ hijacking excess stated in the **Schedule** / **Annexure**.

The onus will rest on **You** to prove that **BOTH** devices were in fact installed and were fully operational with all monitoring and recovery fees being paid up to date.

Your failure to comply with this **Dual Tracking Device Warranty - Very High-Risk Vehicle** in addition to any other **Terms and Conditions** of this **Policy** will result in **Your** forfeiture to claim hereunder and **We** may reject any claim where such breach is found.

5.4. SECURE DRIVE TRACKING DEVICE WARRANTY

For the purpose of this **Secure Drive Tracking Device Warranty**, the term **Secure Drive Tracking Device** means the "Sigfox" wireless **Vehicle** tracking and recovery unit OR the “Fleet Solution” device package as marketed by Fidelity Secure Drive for CIB.

To comply with this warranty the **Secure Drive Tracking Device** must be installed postproduction to the **Vehicle** in a secure, private and non-disclosed environment by an accredited fitment facility by trained and qualified installation technicians.

Such **Secure Drive Tracking Device** must be installed, tested and kept in working condition at all times. There must be a service level agreement (contract) which is inclusive of a vehicle recovery service for the tracking device, which is able to track and recover the **Vehicle** once reported as stolen. This service may be outsourced but must be in addition to services provided by the SAPS or any other law enforcement agency.

Regardless of anything contained to the contrary in the **Policy** or any endorsement thereto, it is noted and agreed that the theft / hijacking excess stated in the **Schedule / Annexure** is waived for the insured **Vehicle** bearing this warranty.

The onus will rest on **You** to prove that the device was in fact installed and was fully operational with all monitoring and recovery fees being paid up to date.

5.5. SECURE DRIVE TRACKING DEVICE WARRANTY - VERY HIGH-RISK VEHICLE

For the purpose of this Secure Drive Tracking Device Warranty - Very High Risk Vehicle , the term **Secure Drive Tracking Device** means the "Sigfox" wireless vehicle tracking and recovery unit OR the “Fleet Solution” device package as marketed by Fidelity Secure Drive for CIB.

To comply with this warranty the **Secure Drive Tracking Device** must be installed postproduction to the **Vehicle** in a secure, private and non-disclosed environment by an accredited fitment facility by trained and qualified installation technicians.

Such **Secure Drive Tracking Device** must be installed, tested and kept in working condition at all times. There must be a service level agreement (contract) which is inclusive of a vehicle recovery service for the tracking device, which is able to track and recover the **Vehicle** once reported as stolen. This service may be outsourced but must be in addition to services provided by the SAPS or any other law enforcement agency.

You warrant that you have complied with the **Terms and Conditions** of this **Secure Drive Tracking Device Warranty** on the **Vehicle** bearing this condition and that **Your** theft / hijacking excess is 5% of gross claim amount irrespective of the excess amount stated in the **Schedule / Annexure**.

Any optional excess waiver or provision that allows the waiving of an excess in terms of the **Policy** will apply to any other permitted excesses on the insured **Vehicle** but will under no circumstance apply to theft/ hijacking events. The onus will rest on **You** to prove that the **Secure Drive Tracking Device** was in fact installed and was fully operational with all monitoring and recovery fees being paid up to date.

Your failure to comply with this **Secure Drive Tracking Device Warranty - Very High-Risk Vehicle Warranty** in addition to any other **Terms and Conditions** of this **Policy** will result in **Your** forfeiture to claim hereunder and **We** will reject **Your** claim.

SPECIFIC CONDITIONS – RELATING TO LIABILITY (OCCURRENCE BASIS)

1. REPRESENTATION / DEFENCE

We are entitled to arrange representations or defences that are the subject of any compensation under this **Section** please refer to the General Condition headed *Our Rights After an Event and Subrogation*.

EXTENDED BASIC COVER

1. ACCIDENT TOWING AND STORAGE EXTENSION

1.1. The actual costs to store and tow the insured **Vehicle** following an **Accident** claim, provided that **You** contact the Assistance Line stated on the **Schedule / Annexure**, who will appoint an approved service provider to tow the Insured **Vehicle** to the closest repairer.

1.2. In the event that the Assistance Line stated on the **Schedule / Annexure** is not utilised, then such costs will be limited to the maximum amount of stated on the **Schedule / Annexure**.

2. ACCIDENTAL DEATH EXTENSION

We will reimburse the **Loss of Income** suffered as a result of **Your Accidental Death** or that of **Your** family normally residing with **You** which is directly caused by bodily injury sustained within 90 days after an event provided that **We** receive evidence of the **Loss of Income** suffered and such reimbursement will not exceed the amount stated in the **Schedule / Annexure**.

This **Accidental Death** benefit does not provide the same cover as that provided under the Medical Aid Schemes Act (No. 131 of 1998), or the Long-term Insurance Act (Act No.52 of 1998) and compensation will not be provided as a **Lump Sum** or considered as a shortfall payment in terms of the aforementioned enactments.

If **Accidental Death** applies to any other **Section** for the same incident, **We** will only indemnify **You** under one of the relevant **Sections**.

3. COST OF DELIVERY AFTER REPAIRS EXTENSION

3.1. The reasonable cost of delivery to **You**, after repair of loss or damage, not exceeding the reasonable cost of transport to **Your** permanent address in the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Mozambique, Zambia or Malawi.

4. EMERGENCY ACCOMMODATION EXTENSION

We will indemnify **You** and passengers travelling with **You**, for accommodation for up to 2 (two) nights, within the **Annual Period** and outside a radius of 100 (one hundred) km from where the vehicle is normally kept, if the journey cannot be completed, caused by loss or damaged of the insured **Vehicle**.

Our indemnity is limited to the amount stated in the **Schedule / Annexure**.

5. FIRE EXTINGUISHING CHARGES EXTENSION

We will indemnify **You** for costs relating to the extinguishing or fighting of fire and such costs will be deemed to be damage to **Your Vehicle** and will be payable in addition to any other payment for which **We** may be liable in terms of this **Section**, provided **You** are legally liable for such costs and the insured **Vehicle** was in danger from the fire.

6. LOCKS, KEYS AND REMOTE CONTROLS EXTENSION

We will indemnify **You** in respect of the cost of replacing locks and keys, inclusive of the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured **Vehicle**, following upon the loss, damage or disappearance of any key or alarm controller of such **Vehicle** or following upon **You** having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that:

6.1. **Our** liability will not exceed, in respect of any one event, the amount stated in the **Schedule / Annexure.**

6.2. such amount will be reduced by the first amount payable (applicable to locks, keys and remote controls) stated in the **Schedule / Annexure** per event.

7. RECOVERY COSTS EXTENSION

We will pay for the actual recovery costs incurred with **Our** written consent, of **Your Vehicle** when it is found after it has been stolen or hijacked. It being understood that this benefit only applies if **You** have selected Comprehensive or Third-Party Fire and Theft types of cover.

8. REPLACEMENT OF YOUR VEHICLE AFTER A CLAIM EXTENSION

Available for private type sedans and Light delivery vehicles less than 3 500 kg only.

It is hereby declared and agreed that the option to replace **Your** vehicle with a similar make and model remains **Our** discretion and is based on the following conditions:

8.1. **You** have a valid claim for the **Vehicle** against this **Section**,

8.2. the **Vehicle** is insured for no less than the initial list price (excluding discounts and inclusive of extras),

8.3. the **Vehicle** is according to **Our** discretion uneconomical to repair, or if stolen is not recovered prior to settlement,

8.4. that **You** are the first registered owner and the **Vehicle** is not older than 24 months,

8.5. that the **Vehicle** has travelled less than 40 000 kilometres in total,

8.6. that a similar **Vehicle** is available on the local vehicle market,

8.7. that the **Vehicle** was not previously involved in an accident,

8.8. **Our** indemnity will be limited to:

8.8.1. the New List Price not exceeding the initial purchase price, or the **Sum Insured** as stated in the **Schedule** whichever is the lesser of the same or similar make and model, and

8.8.2. where the vehicle has been noted as a Supercar our indemnity will be limited to:

8.8.2.1. the New List Price not exceeding 10% of the initial purchase price, or

8.8.2.2. the **Sum Insured** as stated in the **Schedule** whichever is the lesser of the same or similar make and model.

It is hereby warranted that in the event that **We** decide not to replace **Your Vehicle** or **You** instruct **Us** not to replace the insured **Vehicle** with a similar make and model, that **Our** maximum indemnity will be limited to the value noted in the **Schedule** at the time of loss / damage, less the excess, betterment or depreciation and less any amount **You** are entitled to claim under a dual insurance policy / agreement.

9. WINDSCREEN / WINDOW GLASS EXTENSION

Subject to the **Vehicle** being comprehensively insured **We** will pay for the cost of repair or replacement to windscreen glass, side or rear glass, head or tail lamps or fitted spotlights forming part of the **Vehicle** as stated in the **Schedule**: Provided that:

9.1. No other damage has been caused to the **Vehicle** giving rise to a claim under the **Policy**,

9.2. **You** will be **Responsible** for the first amount payable (applicable to windscreen) stated in the **Schedule / Annexure** of each and every claim.

10. 4X4 COVER EXTENSION

This cover only applies to **Vehicles** stated in the **Schedule** but excludes events where such **Vehicle** is used for the purpose of any organised competitive 4x4 off road activities such as time trials and contests. Cover and limits mentioned under **Extended Basic Cover**, will be applicable to this 4x4 cover, except if shown hereunder:

10.1. Territorial Limits

10.1.1. The territorial limits are the Republic of South Africa, Namibia, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi, Zambia and Mozambique.

10.1.2. **We** will not authorise the repair for accidental damage to **Your** insured **Vehicle** before **You** have successfully returned the **Vehicle** to the Republic of South Africa.

10.1.3. If **You** do not return the **Vehicle** to the Republic of South Africa, **You** have to prove that the **vehicle** is **Uneconomical to Repair** in any method acceptable to **Us**, before **You** may be indemnified.

10.1.4. If **We** accept liability, **We** will determine the wreck value of the vehicle at 20 percent of the settlement figure, which will be deducted from the amount of the settlement.

Our indemnity will be limited to the amount shown in the **Schedule**.

11. TRAUMA TREATMENT EXTENSION

We will compensate **You** if **You** are a victim of a violent act of theft, or attempted theft, hold up or hijacking which necessitates professional counselling for trauma treatment, provided that no recovery is possible from any other insurance or facility.
Our compensation is limited to the amount shown in the **Schedule / Annexure.**

OPTIONAL EXTENSIONS

1. CAR HIRE EXTENSION
(if stated to be included)

Following a valid claim, **We** will indemnify **You** against the payment for the car hire of a vehicle by **You** provided that:

1.1. **We** arrange for the hire of the vehicle as **Your** agent,

1.2. the option of the vehicle to be hired is stated on the **Schedule** and will not exceed 1600cm unless expressly stated in the **Schedule**,

1.3. the hire is on an unlimited mileage basis but will exclude the cost of fuel and fuel deposit and / or lubricants and / or maintenance,

1.4. the hire period will:

1.4.1. start within 21 days following theft or **Accident**, and

1.4.2. end on the day once repairs occasioned due to attempted theft or **Accident** have been effected, or upon expiry of the maximum days stated in the **Schedule** after the start of the period of hire, whichever is sooner,

1.4.3. end on the day following the settlement of **Your** claim in the event of a theft or total loss, or upon expiry of the maximum days stated in the **Schedule**, whichever is sooner.

1.5. in the event of any occurrence giving rise to a claim on the hired vehicle during the period of hire, **You** will be responsible for the first amount payable in terms of the car hire agreement / contract.

2. CREDIT SHORTFALL EXTENSION
(if stated to be included)

If any total loss settlement is less than the amount owing to the financier under a current instalment sale or lease agreement, then **We** will pay to **You** an additional amount equal to the shortfall less:

2.1. any arrear instalments or rentals inclusive of interest payable on such arrears,

2.2. all refunds of premium for cancellation of any insurance cover relating to the **Vehicle,**

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

2.4. the first amount payable stated in the **Schedule / Annexure**.

Provided always that:

1. the amounts payable will not exceed the maximum indemnity less the first amount payable stated in the **Schedule / Annexure**,

2. this Extension will not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment,

3. if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension will be void,

4. loss or damage related to or caused by any occurrence referred to in the General Exclusion headed *War, Riot and Terrorism Exclusion* of this **Policy**.

If **We** allege that, by reason of provisos (1.) to (4.) above, loss or damage is not covered by this **Section**, the burden of proving the contrary will rest with **You**.

3. MOTOR ASSISTANCE SERVICE EXTENSION (if stated to be included)

In the event of a roadside emergency, **You** need to contact the 24-Hour Assistance Line stated in the **Schedule / Annexure .** This service entails 24 hour 7 days a week dispatching of an appropriate service provider and benefits are only applicable to the specified **Vehicles** insured on the **Policy**.

3.1. A flat tyre

3.1.1. The call out fee and labour for a tyre change will be paid for.

3.1.2. If a spare tyre or appropriate tyre change equipment is not available, the **Vehicle** will be towed to a supplier and the towing cost will be paid for by **You**.

3.2. A flat battery

3.2.1. The call out fee and labour for a jump start will be paid for.

3.2.2. If a jump start is not possible, the **Vehicle** will be towed to a place of repair or supplier and the towing is paid for by **Us**. Should assistance with a flat battery be requested more than once within the same week, the cost will be paid by **You**.

3.3. Out of Fuel situations

3.3.1. The call out fee to dispatch fuel will be paid for.

3.3.2. **We** will provide **You** with a fuel voucher of R200 (limited to 3 incidents in the **Annual Period**). Thereafter, the actual cost of fuel is payable by **You**.

3.4. Keys locked inside the vehicle

3.4.1. The call out fee and one hour's labour for the retrieval of the key will be paid for.

3.4.2. In the event of lost or stolen keys, **You** will be assisted but the cost is payable by **You**.

3.5. Mechanical or electrical breakdown

3.5.1. Cost of towing to the nearest, approved repairer or place of safety will be paid for.

3.5.2. In the event if an appropriate dealer or place of repair is not available at the time of the incident, the 2nd tow from the place of safety will be arranged and paid for.

3.6. Emergency car hire & accommodation

3.6.1. In the event of a breakdown occurring more than 100km from **Your** permanent residence, emergency car hire will be arranged. The car hire is limited for a 24-hour period and a maximum amount of R500 (five hundred rand) per incident.

3.6.2. We will pay for overnight accommodation limited to an amount of R500 (five hundred rand).

3.6.3. Should You select both benefits, only one of the benefits will be payable.

3.6.4. The costs will be paid for by **You** and claimed back from **Us**.

3.7. DRIVE HOME FACILITY EXTENSION

This benefit is only applicable to:

3.7.1. Insured High Performance **Vehicles** and/or **Supercars** less than 3 500 kg's as stated in **Your Schedule** and is limited to 2 free incidents per year, per **Policy**. It is further noted and agreed that:

3.7.1.1. Two drivers will be dispatched to chauffeur **You** and the insured **Vehicle** home safely if **Your** alcohol level is over the legal limit provided **You** made the necessary reservation with **Our** service provider.

3.7.1.2. The service is limited within a 50km radius of the CBD of Johannesburg, Pretoria, Durban, Cape Town, East London, George, Port Elizabeth, Polokwane, and Bloemfontein.

3.7.1.3. The service is available daily from 18h00 to last pick up of 03h00 the following day.

3.7.1.4. Reservations must be made 48 hours in advance, alternatively a minimum of 1 hour prior to pick-up on off peak days between Sunday and Wednesday.

3.7.1.5. Should **You** not meet the driver 15 minutes after the confirmed pick-up time, the service will be cancelled and **You** will be charged for the booking.

3.7.1.6. **You** are required to contact the Assistance Line stated in the **Schedule / Annexure** to make use of this offering.

3.7.1.7. This benefit can be extended to include other insured **Vehicles** less than 3 500 kg's, however the costs incurred hereto will be solely for **Your** own account and subject to the provisions as noted in (3.7.1.1.) to (3.1.1.6.) above.

4. RIOT AND STRIKE EXTENSION (if stated to be included)

Subject otherwise to the Terms, Conditions, Exclusions and Warranties contained therein, this **Section** is extended to cover loss or damage directly occasioned by or through or in consequence of:

4.1. civil commotion, labour disturbances, riot, strike, or lockout,

4.2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (4.1.) above,

Provided that this **Optional Extension** does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia,

2. consequential or indirect loss or damage of any kind or description whatsoever,

3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation,

4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, forfeiture, commandeering or requisition by any lawfully constituted authority,

5. loss or damage related to or caused by any occurrence referred to in the General Exclusion headed *War, Riot and Terrorism Exclusion* of this **Policy**.

If **We** allege that, by reason of the provisions of (1.) to (5.) above, loss or damage is not covered by this **Optional Extension**, the burden of proving the contrary will rest upon **You**.

NOT COVERED – APPLICABLE TO LIABILITY (OCCURRENCE BASIS)

Unless shown otherwise on the **Schedule**, **We** will not be liable for any claim, cost or expense relating to:

1. any amounts payable by any compulsory motor vehicle insurance legislation,

2. any tool or plant (inclusive of any machinery) attached to the **Vehicle**,

3. any person employed by **You**, if the **Bodily Injury** arises from and in the course of such employment,

4. any member of the same household as **You**,

5. any property belonging to **You** or held in trust by **You** or in **Your** custody or control,

6. any property being conveyed by or loaded onto or unloaded from any **Vehicle**,

7. any **Legal Costs** and expenses incurred after the date that **We** have settled the claim, or if the maximum amount has been paid for which **We** are liable for a claim,

8. any person who, at the time, was being carried in or on a caravan, trailer, motorcycle or light delivery vehicle other than in the cab of the light delivery vehicle,

9. any person who was being carried in or on any **Vehicle** being towed,

10. any **Vehicle** not being roadworthy,

11. any **Vehicle** being used for any purpose not described in the class of use shown in the **Schedule** for that particular **Vehicle**,

12. any **Vehicle** while **You** are under the influence of intoxicating liquor or drugs, or **Your** blood or breath alcohol concentration exceeds the legal limit,

13. any other person using the **Vehicle** with **Your** express or implied permission that, to **Your** knowledge, is under the influence of intoxicating liquor or drugs or their blood or breathe alcohol concentration exceeds the legal limit,

14. any **Vehicle** where **You** do not have a licence to drive the **Vehicle**, irrespective of where the **Vehicle** is being driven,

15. **Any Person** is using the **Vehicle** with **Your** express or implied permission and the person does not have a licence to drive the **Vehicle**, irrespective of where the **Vehicle** is being driven,

16. any passengers carried on golf carts,

17. any loss or damage to the **Vehicle** while the **Vehicle** is transported by sea between to or from ports within the territorial limits.

NOT COVERED BY THIS SECTION

We will not be liable for any claim, cost or expense relating to:

1. any consequential loss as a result of any cause whatsoever,

2. any money paid toward the upgrade of or extension of any maintenance plan or similar expense,

3. any depreciation in value whether arising from repairs following the cover provided or otherwise,

4. any wear and tear or damage happening over a period of time,

5. any mechanical, electronic or electrical breakdowns,

6. any failures or breakages,

7. any damage to tyres / springs / shock absorbers by application of brakes or by road punctures, cuts or bursts or due to inequalities of the road or other surface or to impact with such inequalities inclusive of potholes or unless such damage is accompanied by damage to other parts of the vehicle not otherwise excluded,

8. any damage caused by or attributable to the un-roadworthy condition of the **Vehicle**,

9. any loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities,

10. any loss or damage whilst the **Vehicle** is being used with **Your** general knowledge and consent, otherwise than in accordance with the class of use clause,

11. any loss or damage incurred while any **Vehicle** is being driven by:

11.1. **You** or any other person while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than **Yourself** / such other person) or while **Your** blood alcohol percentage or that of any other person exceeds the statutory limit at the time of the occurrence or while **You** or any other person is not licensed to drive such **Vehicle**,

11.2. If **You** or any other person use the **Vehicle** and **You** or any other person does not have a licence to drive the **Vehicle**, irrespective of where the **Vehicle** is being driven,

11.3. If any person is using the **Vehicle** with **Your** express or implied permission and the person does not have a licence to drive the vehicle, irrespective of where the **Vehicle** is being driven,

12. any loss of or damage as a result of the carrying of explosives or other hazardous goods inclusive of, but not limited to Ammonium Nitrate, nitro- glycerine or dynamite, the transport of chemicals or compressed gasses or liquid gaseous form or the transportation of hazardous waste or the delivery of commercial freight.

13. any loss or damage relating to all classes of use connected with:

13.1. racing,

13.2. rallies,

13.3. speed contests,

13.4. speed testing,

13.5. use on any racetrack (whether at an organised event or not),

13.6. organised / competitive 4 x 4 off road activities such as time trials and contents,

13.7. any **Vehicle** used for driving instruction,

13.8. any vehicle on rails,

13.9. public service Vehicles,

13.10. taxis (inclusive of Uber / Bolt and similar),

13.11. Vehicles used by Police, Military.

14. **We** will not be liable for any claim arising from contractual liability unless such liability would have attached to **You** regardless of such contractual agreement.

15. **We** will not be liable for any claim arising from, through or in connection with any **Vehicle** which is registered outside the boarders of the Republic of South Africa and / or motor vehicles, which have exceeded the re-registration period allowed in terms of the relevant South African licensing legislation determined by the Department of Transport or other authorised entity.

16. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

SECTION 6: WATERCRAFT

DEFINITIONS
For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1.	**Accident / Accidental:**	means a fortuitous and unexpected event occurring at an identifiable place and time.
2.	**Bodily Injury:**	means death or physical injury.
3.	**Emergency benefit**	means costs and / or expenses incurred due to accident and / or unforeseen circumstances not otherwise excluded. The Emergency Benefit does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership. Further noted that where We agree to pay such costs, that these will not be a Lump Sum payment and any benefit hereunder will only be paid once We have received satisfactory evidence to support any claim made under this benefit.
4.	**Lump Sum**	means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a Loss of Income and which cannot be quantified by evidence of the Loss of Income suffered.
5.	**Loss of Income**	means that an actual financial loss has been suffered through payment of expenses / costs which have been borne in terms of the Emergency Benefit insured hereby and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.
6.	**Territorial Limits Watercraft**	means the Republic of South Africa, Namibia, Mozambique, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi, Zambia and within 20 km range of the shores of the Republic of South Africa, Namibia and Mozambique.
7.	**Watercraft**	means the hull not exceeding 6 (six) meters in length, inboard motors and all other fittings and or accessories which are normally sold with the Watercraft, inclusive of the trailer, but excluding Crew's clothing provided by the owner, sextants, nautical books, oilskins, ski boots and yachting clothing and any other additional or special equipment unless described in the Schedule.

BASIC COVER

We will indemnify **You** up to the **Sum Insured** shown in the **Schedule** for **Accidental**, sudden and unforeseen physical loss / damage to the **Watercraft** whilst:

1. afloat at sea, in ports and rivers or on inland waters inclusive of docking, undocking, launching and hauling out and whilst being towed or towing water-skiers or **Watercraft** in distress, provided that such towage or salvage service is not undertaken in terms of a contract previously arranged by, or on behalf of, **You** or any other party,

2. in transit by road, rail, sea or air, inclusive of loading or unloading, provided that the hull of the insured **Watercraft** does not exceed 6 meters in overall length,

3. ashore, inclusive of dry-docking and at the premises of contractors for the purposes of overhauling, fitting out, upkeep, repair or survey and which loss or damage is directly caused by external accidental and fortuitous means,

4. stress of weather, stranding, sinking or collision,

5. bursting of boilers, breakage of shafts and loss or damage caused by the negligence of any person whatsoever but excluding the cost of making good any defect as a result of either negligence or breach of contract for any repair or alteration work carried out for **You**r account or for maintenance,

6. fire, lightning and explosion,

7. earthquake or volcanic eruption,

8. storm, tempest or flood,

9. malicious damage, piracy,

10. theft or attempted theft of:

10.1. **Your** entire **Watercraft** and / or its boat,

10.2. machinery and / or the fittings and / or equipment and / or outboard motor (only if outboard motors are shown in the **Schedule**) of **Your Watercraft** and/or of the boat of **Your** insured **Watercraft**, provided there is physical damage that **We** can see which was caused by the theft from:

10.2.1. unattended **Watercrafts**, motor or other vehicles,

10.2.2. residential outbuildings not directly communicating with any private dwelling,

10.2.3. any other safe and secured place of storage,

10.2.4. outboard motors whilst attached to the **Watercraft** provided that such outboard motor is securely locked to the **Watercraft** or its boat by an anti-theft device in addition to the normal method of attachment,

10.2.5. dropping off or falling overboard of the **Watercraft** outboard motor provided it is securely fastened to the insured **Watercraft** by a chain or other safety device in addition to the normal method or attachment,

10.2.6. impact by aircraft and other aerial devices or articles dropped therefrom.

SPECIFIC CONDITIONS

1. AVERAGE

This **Section** of the **Policy** is subject to the following Average Condition:

1.1. If the **Watercraft** is less than 5 years old at the time of any loss or damage, and the amount needed to replace the **Watercraft** with a similar new **Watercraft** is more than the insured amount thereon then **We** will pay **You** the amount equal to the **Sum Insured** and **You** will be considered as being **Your** own insurer for the difference between the insured amount and the amount needed to replace the **Watercraft You** will be **Responsible** for the portion over and above the **Sum Insured**. Further provided that, in all instances this condition excludes sails, protective covers, erected tackle, outboard motors, inboard motors and batteries.

1.2. If the **Watercraft** is older than 5 years at the time of any loss or damage, and the amount needed to replace the **Watercraft** with a similar **Watercraft** is more than the insured amount then **You** will be considered as being **Responsible** for a proportional share of the loss or damage. Further provided that, in all instances this condition excludes sails, protective covers, erected tackle, outboard motors, inboard motors and batteries.

1.3. This condition applies separately under this **Section** to each item in the **Schedule**.

2. ASSIGNMENT

No assignment of, or interest in, this **Section** of the **Policy** or in any money which may be or become, payable under this **Section**, will, be recognised by or binding on **Us** unless a dated notice of such assignment or interest signed by **You** and (in the case of subsequent assignment) by the assignor is endorsed on this **Section** and the **Schedule** with such endorsement being produced before payment of any claim or return of premium thereunder, but nothing in the clause will have effect as an arrangement by **Us** to a sale or transfer to new management.

3. AMOUNT PAYABLE BY YOU

You are liable for the excess amount and/or percentage as shown in the **Schedule** for each and every event. Refer to the General Condition headed *Amounts Payable by You*. If the excess is based on a percentage, the percentage will be applied to the amount of the loss or damage that has occurred.

4. BASIS OF INDEMNITY

We will settle a claim by repairing or replacing or paying cash, or a combination of the three.

4.1. REPAIRS AND TENDERS

4.1.1. **We** may decide on the port or place to which **Your Watercraft** will proceed for docking repairs provided that, **We** will refund any additional expense of the voyage arising from compliance with **Our** requirements to **You**.

4.1.2. **We** may vet the place of repairs or repairs required to **Your Watercraft** and may also take tenders or may require tenders to be taken for the repairs of **Your Watercraft**.

4.2. TOTAL LOSS

4.2.1. If the **Watercraft** is less than 5 years old, **We** will indemnify **You** for the cost to replace the W**atercraft** or part of it with similar new property.

4.2.2. If the **Watercraft** is older than 5 years, **We** will indemnify **You** for the cost to replace the **Watercraft** or part of it up to its reasonable market value. This will be established by obtaining market-value quotations from two qualified **Watercraft** dealers.

4.3. SAILS, PROTECTIVE COVERS, ERECTED TACKLE, OUTBOARD MOTORS, INBOARD MOTORS AND BATTERIES

We will indemnify **You** for sails, protective covers, erected tackle, outboard motors (if such outboard motors have been specified in the **Schedule**), inboard motors and batteries up to the market value thereof.

4.4. LIMIT OF INDEMNITY

We will indemnify **You** up to the maximum amount as shown in the **Schedule**.

5. CREDIT AGREEMENT

If, to **Our** knowledge, the insured **Watercraft** is the subject of a credit, or similar agreement, at the time of the loss, then **We** will be entitled to apply any amount payable to first discharge the debt under the agreement and will pay the title holder up to the outstanding amount only, in accordancewith the agreement.

The total amount payable by **Us** will not exceed the **Sum Insured** shown in the **Schedule**, less any first amount payable.

6. DUE DILIGENCE

You warrant that **You** will:

6.1. take all reasonable steps to maintain **Your Watercraft** in a proper state of repair and in a seaworthy condition, and that **You** will forfeit cover if **You** do not,

6.2. at all times exercise all reasonable precautions for the safety of **Your Watercraft**,

6.3. prevent loss, damage and accidents,

6.4. comply with all laws applicable to the ownership, possession and use of the **Watercraft**.

7. LAID UP PERIODS

We do not refund any premium for any period during which **Your Watercraft** may be laid up.

8. SISTER SHIPS

Should the **Watercraft** come into collision with or receive salvage services from another **Watercraft** belonging wholly, or in part to **You**, or under the same management, **You** will have the same rights under this **Section** as **You** would have had were the other **Watercraft** entirely the property of owners not interested in **Your Watercraft**.

9. TERRITORIAL LIMITS WATERCRAFT

All **Watercraft** is limited to the **Territorial Limits Watercraft** .

10. UNAVAILABLE PARTS

If any part, accessory or fitment needed to repair or replace damage to the **Watercraft** is not available in South Africa as a standard (ready-manufactured) article, **Our** liability will be met by payment of an amount equalling the value of such part at the time of the loss or damage, but only up to the manufacturers list price and the **Watercraft** must be the subject of a valid claim.

This amount is inclusive of the reasonable cost to transport the part by any means of conveyance other than by air.

11. DESCRIPTION OF USE CLAUSE

We will not indemnify **You** for any accident, **Bodily Injury**, loss, damage, liability, costs or expenses caused, sustained or incurred while the **Watercraft** is being used for any other purpose than in accordance with the following description of use clause.

11.1. Description of Use Clause:
Use for social, domestic, pleasure and private purposes only.

Excluding:

1. use in connection with any Business or trade or profession or whilst the **Watercraft** or insured property is let out on hire, charter or lent,
2. used for racing or speed tests or any trials in connection therewith, used as a houseboat.

12. COSTS TO PREVENT A LOSS CLAUSE

We will indemnify **You** for costs and expenses incurred in minimising or averting a loss which would have resulted in a claim.

13. SALVAGE COSTS CLAUSE

We will indemnify **You** for salvage charges incurred with **Our** written consent, in preventing a loss by any event stated under the cover provided of this **Section**, inclusive of the lifting out, removal or destruction of the wreckage.

14. SUBMERGED OBJECT CLAUSE
We will indemnify **You** for loss or damage caused by collision with a submerged object.

WATERCRAFT LIABILITY

1. LIMIT OF LIABILITY

We will pay amounts that **You** are legally liable to pay a third party out of one accident or series of accidents due to, or arising out of, each event or occurrence involving indemnity under more than one event, by using the **Watercraft** or the towing of any stranded **Watercraft**.

1.1. **Our** indemnity is limited to the amount stated in the **Schedule / Annexure** and such amount is inclusive of all costs and expenses incurred by **Us** and costs and expenses incurred by **You** with **Our** prior written consent.

For the purpose of the indemnity provided hereby, costs and expenses means:

1.1.1. costs and expense incurred by **You**, by reason of **Your** interest in the **Watercraft**, in connection with official enquiries and inquests,

1.1.2. legal costs incurred in defending any action, or contesting liability, provided that such costs and expenses are incurred with **Our** prior written consent,

1.1.3. all sums for which **You** will become legally liable to pay and will pay in connection with accidents due to or alleged to be due to, first Aid treatment administered or made available by **You** provided always that any liability for wrongful diagnosis is expressly excluded,

1.2. If more than one party is named as the insured in the **Schedule**, then each such party will be deemed to be indemnified in accordance with the indemnity afforded under the heading **Watercraft Liability** as if separate insurance under this **Section** has been issued to each such party and **We** agree to waive all rights of subrogation for which **We** may have or acquire against each such party.

2. PASSENGER LIABILITY

We will pay for amounts that **You** are legally liable to pay for passengers who are transported in or on the **Watercraft**, the amount for which **You** are legally liable for at the time of the event.

Our indemnity is limited to the amount stated in the **Schedule / Annexure** per event.

3. WATER- SKIERS OR PARASAILOR LIABILITY

We will pay for amounts that a water-skier or parasailer is legally liable to pay due to an occurrence which happens or arises while a water-skier or parasailer is being towed by the insured **Watercraft**.

We are not liable for any claim:

1. if other insurance is applicable to the water-skier or parasailer,

2. for the **Accidental Bodily Injury**, or illness of any person which arises from their service to the water-skier or parasailer, and such person is a member of the same household or in the service of the water-skier or parasailer,

3. for property belonging to, or kept in trust by, or under the charge or control of, or in the custody of the water-skier or parasailer, or any member of the same household of the water-skier or parasailer, or any person in the service of the water-skier or parasailer,

4. If the water-skier or parasailer does not comply with the Conditions of this **Policy**.

Our indemnity is limited to the amount stated in the **Schedule / Annexure** per event.

4. LIABILITY TO THIRD PARTIES IF A PERSON OTHER THAN YOU USES THE WATERCRAFT

We will pay for any person (hereinafter referred to as **Such Person**) who is permitted by **You** to navigate **Your Watercraft** for amounts they are legally liable to pay to a third party due to an event which happens or arises from **Such Person** using the **Watercraft** subject to the limits mentioned under the heading **Watercraft Liability**.

This legal liability is subject to the following Conditions:

4.1. **Such Person** must comply with all **Terms and Conditions** of this Section and **Policy** insofar as they apply,

4.2. **Such Person** has used the **Watercraft** with **Your** express permission and is not operating or employed by a yacht or motorboat club, sales agency or similar organisation,

4.3. **Such Person** is not entitled to compensation from any other insurance policy,

4.4. Watercraft insurance has never been refused for **Such Person**, or continuation thereof,

4.5. **Such Person** complies with any law, regulation and legislation, be it National, Provincial or locally applicable and **Such Person** is older than the age of 16,

4.6. **Such Person** is not employed by the operator of a shipyard, repair yard or slipway.

EXTENDED BASIC COVER

1. EMERGENCY ACCOMMODATION EXTENSION

We will indemnify **You** for emergency accommodation, if **You** cannot complete **Your** journey following loss of or damage caused to the **Watercraft** insured under this **Section**, for up to 2 nights for **You** and any passenger travelling with **You**. **Our** indemnity is limited to the amount as shown in the **Schedule / Annexure**.

2. EMERGENCY BENEFIT EXTENSION

We will provide an **Emergency Benefit** following **Loss of Income** in the event of **Accidental Bodily Injury** to any person inside or on the **Watercraft**, caused by the sinking or collision of the **Watercraft** with any object, except water. **Our** indemnity is limited to the amount shown in the **Schedule / Annexure.**

3. EMERGENCY REPAIRS EXTENSION

We will indemnify **You** for emergency repairs required in order to allow **You** to complete **Your** journey if the **Watercraft** is the subject of a valid claim under this **Section**. However, **You** must obtain an itemised invoice which must be provided to **Us**.

Our indemnity is limited to the amount shown in the **Schedule / Annexure**.

4. DELIVERY FOLLOWING REPAIRS EXTENSION

We will indemnify **You** for the actual costs after repairs have been completed, to deliver the **Watercraft** to the address where it is normally kept.

5. INSPECTION OF THE HULL AFTER STRANDING, SINKING OR COLLISION EXTENSION

We will indemnify **You** for the actual inspection costs of the hull of the **Watercraft** for possible damage that may have occurred due to stranding, sinking or collision.

6. RE-FLOATING AFTER A LOSS EXTENSION

We will indemnify **You** for the expenses of re-floating after **Your** insured **Watercraft** has been stranded, sunk or in a collision, if reasonably incurred specially for re-floating purposes, even if no damage can be found.

7. RECOVERY COSTS EXTENSION

We will indemnify **You** for the actual recovery costs with **Our** written consent, to recover **Your Watercraft** after theft or hijacking.

8. STORING, SAFEGUARDING AND REMOVING COSTS EXTENSION

We will indemnify **You** for the actual costs of storage, safeguarding and removal of the **Watercraft** to the nearest repairer after loss or damage which is covered under this **Section**.

9. TRAUMA TREATMENT EXTENSION

We will indemnify **You** for **Loss of Income** following trauma treatment after the experience of a hijacking or attempted hijacking of **Your Watercraft**. The trauma treatment must be given by a registered professional counsellor and it must not be possible to recover the expenses from any other insurance or facility.

Our indemnity is limited to the amount shown in the **Schedule / Annexure** .

EXTENDED WATERCRAFT LIABILITY

1. COSTS, EXPENSES AND EXTENSION

1.1. **We** will pay for amounts incurred by **You**, by reason of **Your** interest in the **Watercraft**, in connection with official enquiries and inquests for:

1.1.1. any legal costs incurred in defending any action, or contesting liability, provided that such costs and expenses are incurred with **Our** written consent,

1.1.2. all sums for which **You** will become legally liable to pay and will pay in connection with accidents due to or alleged to be due to, First Aid treatment administered or made available by **You**, provided always that any liability for wrongful diagnosis is expressly excluded,

If more than one party is named as the insured in the **Schedule**, then each such party will be deemed to be indemnified in accordance with the indemnity afforded under Liability for **Watercraft** as if separate insurance under this **Section** has been issued to each such party and **We** agree to waive all rights of subrogation which **We** may have or acquire against each such party.

OPTIONAL EXTENSIONS

1. OUTBOARD MOTORS EXTENSION

We will indemnify **You** for outboard motors forming part of and attaching to the insured **Watercraft** against loss or damage, as shown in the **Schedule**.

Our indemnity is limited to the amounts as shown in the **Schedule**.

2. SPECIFIED ACCESSORIES EXTENSION
(Such as water-skis and electronic equipment)

We will indemnify **You** for accessories forming part of and attaching to the insured **Watercraft** against loss of or damage thereof, as specified in the **Schedule**.

Our indemnity is limited to the amounts as shown in the **Schedule**.

NOT COVERED - APPLICABLE TO WATERCRAFT LIABILITY

We will not indemnify **You** in respect of:

1. the excess of any claim as stated on the **Schedule / Annexure**,

2. any liability whilst the **Watercraft** is used by **You** or any other person where the alcohol concentration of **You** or such person exceeds the legal limit as envisaged by the Merchant Shipping Act no 57 of 1951 (National Small Vessel Safety) regulations 2007 (as amended or substituted) and the Regulations promulgated thereunder or where **You** or such person is under the influence of intoxicating liquor or drugs with a narcotic effect,

3. any liability whilst the **Watercraft** is being navigated by any person who is not legally entitled to do so, or any person under the age of 16 years.

4. any liability whilst **Watercraft** is used in professional Racing unless the **Schedule** is specifically endorsed to the contrary,

5. any liability whilst the **Watercraft** is being used for single handed navigation outside South African, Namibia, Mozambique and Botswana Territorial Waters,

6. any liability whilst the **Watercraft** is being towed or whilst towing other watercraft,

7. any **Bodily Injury** to or illness of:

7.1. any person being a member of the same household as **You** or any person being a member of **Your** family,

7.2. any workmen or any person employed by **You** in any capacity whatsoever arising out of, and in the course of, such employment.

8. any loss of or damage to property:

8.1. belonging to **You** or leased, hired, lent to **You** or in **Your** charge, custody, control or held in trust by **You**, or on **Your** behalf, conveyed, or about to be conveyed, in or on the watercraft, except for property belonging to passengers and water-skiers and parasailers,

8.2. claims for compensation for fare paying passengers,

8.3. any liability assumed by **You** by agreement unless such liability would have attached to **You** regardless of such agreement,

8.4. any advice or treatment, other than first aid treatment, given or administered by **You** or by any person acting on **Your** behalf,

8.5. accidents arising whilst **Your Watercraft** is in transit by road, or attached to a motor vehicle, or has broken away or become accidentally detached from a vehicle, inclusive of any liability which is the subject of indemnity under any form of vehicle insurance (whether such insurance falls within the scope of any compulsory motor vehicle insurance legislation applicable to the **Territorial Limits** regardless that no such insurance is in force or has been effected).

9. any legal costs and expenses incurred after the date **We** have settled or offered to settle any claim by a third party:

9.1. up to the limit of this **Section,** or

9.2. for any amounts **We** believe will settle the third-party claim,

10. any costs or expenses due to claims recoverable from any other **Section** of this **Policy** or from any other policy whether **You** have claimed or not,

11. any liability as a result of the **Watercraft** being unseaworthy (meaning it cannot be used safely on water),

12. If the **Watercraft** is used for any purpose other than the description of use shown in the **Schedule**,

13. any liability of whatsoever nature directly and / or indirectly caused by, or contributed to by, or arising from capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat.

NOT COVERED BY THIS SECTION

We will not indemnify **You** in respect of:

1. any loss of, or damage, directly or indirectly caused by, or through, or contributed to by wear and tear, depreciation from use or occasioned by moth, rodents or vermin, rust, unseaworthiness and consequential loss from any cause whatsoever, refer to the General Exclusion headed *Excluded Perils / Risks / Circumstances***,**

2. any loss of, or damage to, or the costs of repairing:

2.1. any mechanical or electrical breakdowns, failures or breakages,

2.2. any motors and electrical machinery and batteries and their connections (excluding the shaft and propeller inclusive of metalling or repairs thereto). Unless caused by:

2.2.1. **Your Watercraft** being stranded, sunk, burnt, on fire, in collision or in contact with any external substances (inclusive of ice but excluding water),

2.2.2. theft of **Your** entire **Watercraft** or theft accompanied by actual forcible, visible and violent breaking into, or out of, **Your Watercraft** or safe and secured place of storage, or theft of the outboard motor securely locked to **Your Watercraft** by an anti-theft device, in addition to its normal method or attachment, or by fire in a place of storage ashore, or whilst **Your** property is being removed from, or placed in, **Your Watercraft**,

2.2.3. explosion, earthquake, impact by aircraft and other aerial devices or articles dropped there from or any contingencies insured,

2.2.4. loss of, or damage to sails and protective covers slit by the wind or blown away whilst set, unless,

2.2.4.1. caused by **Your Watercraft** being stranded, sunk, burnt, on fire or in collision or in contact with any external substance (inclusive of ice but excluding water),

2.2.4.2. in consequence of damage to the spars to which the sails are bent,

3. any damage resulting from scratching or bruising and / or denting and the cost of consequent repainting or re-varnishing, arising during transit or during loading or unloading,

4. any loss or expenditure incurred solely in remedying a fault in design, or in the event of damage resulting from faulty design and giving rise to a claim under the Conditions of this insurance, for any additional expenditure incurred by reason of betterment or alternation in design, or for the cost and expense of replacing or repairing any part condemned solely in consequence of a latent fault or error in design or construction,

5. any boat not permanently marked with the name of **Your Watercraft** (parent **Watercraft**),

6. the excess of any claim as stated on the **Schedule / Annexure**,

7. any loss of, or damage to, the **Watercraft** whilst **Watercraft** is used by **You** or any other person where the alcohol concentration of **You** or such other person exceeds the legal limit as envisaged by the Merchant Shipping Act (No. 57 of 1951) (National Small Vessel Safety) regulations 2007 (as amended or substituted) and the Regulations promulgated thereunder or where **You** or such other person is under the influence of intoxicating liquor or drugs with a narcotic effect,

8. any loss of, or damage to, the **Watercraft** whilst the **Watercraft** is being navigated by any person who is not legally entitled to do so, or any person under the age of 16 ,

9. any loss of, or damage to, the **Watercraft** used in professional Racing unless the **Schedule** is specifically endorsed to the contrary,

10. any loss of, or damage whilst the **Watercraft** is being used for single handed navigation outside South African, Namibia, Botswana and Mozambique Territorial waters,

11. any loss of, or damage to, the **Watercraft** whilst being towed (unless the **Watercraft** is in distress) or whilst towing other watercraft,

12. any loss of or damage as a result of seepage and or pollution,

13. any loss of or damage to property belonging to **You** or leased, hired, lent to **You** or which is in **Your** charge, custody, control or which is held in trust by **You**, or on **Your** behalf, conveyed, or about to be conveyed, in or on the **Watercraft**, except for property belonging to passengers and water-skiers,

14. any loss, damage, costs, expenses or liability of whatsoever nature directly and / or indirectly caused by, or contributed to by, or arising from capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat,

15. any loss or damage to jet skis or wet bikes in the open or on a trailer if left unattended,

16. any loss or damage caused by cleaning, repairing, restoring or maintenance by any manner or method,

17. any loss or damage to sails and protective covers torn by wind or blown away while being hoisted,

18. any loss or damage due to depreciation in value whether from repairs or otherwise,

19. any loss or damage from or in connection with any exchange, cash or credit sale agreement, inclusive of theft under false pretence, trickery, scam and fraud,

20. any loss or damage if the **Watercraft** is used for any purpose other than the description of use shown in the **Schedule,**

21. any loss or damage if the following items are not adequately protected from water and nature elements that the **Watercraft** is usually exposed to:

21.1. clothing or personal effects,

21.2. gear of any nature,

21.3. sports or recreation equipment,

21.4. safety and medical supplies,

21.5. nautical items not attached to the **Watercraft,**

21.6. electronic and mechanical equipment.

22. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

SECTION 7: PERSONAL ACCIDENT

DEFINITIONS
For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1.	**Accident / Accidental**	means a fortuitous and unexpected event occurring at an identifiable place and time and which is independent of any other cause. For the purpose of this definition, the term **Accident** / **Accidental** does not include any physical, medical or pre-existing conditions aggravated by the effect of such fortuitous and unexpected event.
2.	**Bodily Injury**	means traumatic physical **Bodily Injury** (inclusive of death) caused by an **Accident** and will be deemed to be inclusive of **Bodily Injury** caused by starvation, thirst and exposure to the elements as a result of an **Accidental** occurrence.
3.	**Emergency Benefit**	means costs and / or expenses incurred due to **Accident** and / or unforeseen circumstances not otherwise excluded. The **Emergency Benefit** does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership. Further noted that where **We** agree to pay such costs, that these will not be a **Lump Sum** payment and any benefit hereunder will only be paid once **We** have received satisfactory evidence to support any claim made under this benefit.
4.	**Lump Sum**	means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a **Loss of Income** and which cannot be quantified by evidence of the **Loss of Income** suffered.
5.	**Loss of Income**	means that an actual financial loss has been suffered through payment of expenses / costs which have been borne in terms of the **Emergency Benefit** insured hereby and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.
6.	**Insured Person**	means a natural person who is stated and named in the **Schedule** .
7.	**Permanent Disability**	means **Bodily Injury** resulting in disability contained in the **Permanent Disability** Table of Benefits up to the percentage of compensation indicated.
8.	**Permanent Total Disability**	means **Bodily Injury** resulting in total and absolute disablement preventing an **Insured Person** from following the usual occupation, or any other occupation for which they are suited by education or training, for 24 consecutive months and which, at the expiry of that period, is beyond hope of improvement.
9.	**Permanent Partial Disability**	means **Bodily Injury** which causes a **Permanent Disability** but not causing inability to work.
10.	**Temporary Total Disability**	means **Bodily Injury** temporarily and totally preventing the **Insured Person** from engaging in or giving attention to their usual occupation.
11.	**Temporary Partial Disability**	means **Bodily Injury** temporarily preventing an **Insured Person** from engaging in or giving attention to a substantial part of their usual occupation.

DISABILITY TABLE OF BENEFITS

Disability	Percentage of Compensation
1. Death	100%
2. Permanent total disability	100%
3. Permanent and total loss of:	
3.1. Wrist, ankle or limb: Separation at or above the wrist or ankle of one or more limbs.	100%
3.2. permanent and total loss of	
- whole eye	100%
- sight of eye	100%
- sight of eye except perception of light	75%
3.3. permanent and total loss of hearing	
- both ears	100%
- one ear	25%
3.4. permanent and total loss of speech	100%
3.5. loss of four fingers	70%
3.6. loss of thumb	
- both phalanges	25%
- one phalanx	10%
3.7. loss of index finger	
- three phalanges	10%
- two phalanges	8%
- one phalanx	4%
3.8. loss of middle finger	
- three phalanges	6%
- two phalanges	4%
- one phalanx	2%
3.9. loss of ring finger	
- three phalanges	5%
- two phalanges	4%
- one phalanx	2%
3.10. loss of little finger	
- three phalanges	4%
- two phalanges	3%
- one phalanx	2%
3.11. loss of metacarpals	
- first or second (additional)	3%
- third, fourth or fifth (additional)	2%
3.12. loss of toes	
- all on one foot	30%
- great, both phalanges	5%
- great, one phalanx	2%
- other than great, if more than one toe lost, each	2%

Permanent disfigurement resulting from **Accidental** external burns to the combined surface area of the:

Face and neck	100% surface area disfigurement	50%
	Less than 100% surface area disfigurement	The proportion of 50 % which the actual surface area disfigurement bears to 100% surface area disfigurement
Remaining parts of the body other than the face and neck	100% surface area disfigurement	25%
	Less than 100% surface area disfigurement	The proportion of 25% which the actual surface area disfigurement bears to 100% surface area disfigurement

MEMORANDA

1. Where the **Bodily Injury** is not specified, **We** will pay such sum as, in **Our** opinion, is consistent with the provisions listed in the Disability Table of Benefits above.

2. Permanent total loss of use of part of the body will be treated as loss of such part.

3. 100 % will be the maximum percentage of compensation payable for **Permanent Disability** resulting from an **Accident** or series of **Accidents** arising from one cause in respect of any one such person.

BASIC COVER

We will compensate **You** in respect of:

1. **Bodily Injury** caused by **Accidental**, violent, external and visible means to any **Insured Person** specified in the **Schedule** during the **Period of Insurance** in the event of **Accidental Bodily Injury** to any **Insured Person** within 24 calendar months, in **Bodily Injury** resulting in death or disability as specified in the Disability Table of Benefits.

SPECIFIC CONDITIONS

1. No compensation will be payable for **Temporary Total Disablement** where the period of disablement is less than 7 consecutive days or for any **Emergency Benefit** where such **Loss of Income** suffered is less than R100.

2. Compensation under **Temporary Total Disablement** and the **Emergency Benefit** will cease immediately when compensation becomes payable under **Bodily Injury** resulting in death or when compensation becomes payable under **Permanent Total Disablement** provided that **Bodily Injury** resulting in such **Permanent Total Disablement** has been cured or healed as far as reasonably possible.

3. Compensation will not be payable under **Bodily Injury** resulting in death and **Permanent Total Disablement** in respect of the same **Accident**.

4. Payments under **Temporary Total Disablement** will cease as soon as **You** are deemed medically fit or able to return to **Your** usual Business or occupation.

5. Upon payment of any claim under **Bodily Injury** resulting in death or **Permanent Total Disablement** for which compensation as stated in the disability table of benefits is 100% (one hundred percent) of the basic amount insured by that item, the insurance and any further liability will cease immediately.

6. **You** will give immediate notice to **Us** of any physical infirmity which, to **Your** knowledge, affects **You** and of any change to **Your** occupation.

7. In compliance with General Condition Our Rights After and Event and Subrogation **You** must submit to a medical examination at **Our** expense as often as **We** may reasonably require and on the happening of any occurrence for which Compensation is payable, **You** must employ the services of a registered medical practitioner and undergo any treatment the Practitioner deems necessary.

8. General Condition headed *Other Insurance / Dual Insurance* does not apply to this **Section.**

9. Compensation in the event of **Your Bodily Injury** resulting in death will be paid to **Your** estate.

10. DOUBLE COMPENSATION CLAUSE

In the event of **Bodily Injury** resulting in death relating to **You** as **the Insured** stated in the **Schedule** or that of **Your** spouse within 12 months as a result of the same **Accident**, **We** will pay double compensation in respect of death, provided that:

10.1. **You** have selected cover for death**, Permanent Disablement** and **Temporary Total Disablement** and the compensation for **Temporary Total Disablement** is at least 1% of the death cover selected.

10.2. there is a surviving minor child who is entirely dependent on **You** and **Your** spouse,

10.3. **You** and **Your** spouse and surviving minor child were all members of the same household at the time of the **Accident**.

11. EXPOSURE CLAUSE

Bodily Injury resulting from starvation, thirst and / or exposure as a direct or indirect result of an **Accident** will be considered to constitute a claim.

12. PARTIAL PAYMENTS CLAUSE

Temporary Total Disablement payments will be made to such **Insured Person** at intervals provided a satisfactory medical report from the attending medical practitioner is submitted to **Us** at the time of such **Temporary Total Disablement**.

13. REPATRIATION CLAUSE

We will pay in addition to the **Death Sum Insured** stated in the **Schedule** the actual and necessary expenses for the repatriation of an **Insured Person's** body to their normal place of residence up to an amount as shown in the **Schedule**. However, these costs must not be recoverable from any other insurance, inclusive of any facility such **Insured Person** may have.

EXTENDED BASIC COVER

1. DEATH BENEFIT EXTENSION

In the event of an **Accident** giving rise to **Bodily Injury** resulting in a death claim **We** will pay such **Insured Person's** estate the amount as shown in the **Schedule**.

2. DISAPPEARANCE EXTENSION

In the event of an **Insured Person's** disappearance in circumstances which satisfy **Us** that such **Insured Person** has sustained **Bodily Injury** to which this **Section** applies, and that such **Bodily Injury** has resulted in such **Insured Person's** death then **We** will, for the purposes of the insurance afforded by this **Section**, presume such **Insured Person** is deceased provided that if after **We** have made payment hereunder in respect of such **Insured Person's** presumed death, such **Insured Person** is found to be alive, such payment will forthwith be refunded to **Us**.

3. LIFE-SUPPORT MACHINERY EXTENSION

The 24 months period stated under the heading Basic Cover of this **Section** will not include any period where such **Insured Person's Accidental Bodily Injury** resulting in death is delayed solely by the use of life support machinery, equipment or apparatus, for a period which is less than 3 consecutive days.

4. TRAUMA TREATMENT EXTENSION

We will pay compensation for **Loss of Income** if an **Insured Person** is the victim of a violent act of theft, hold-up, hijacking or unlawful assault which necessitates professional counselling. **Our** compensation is limited to the percentage and limit as shown in the **Schedule**. However, these costs must not be recoverable from any other insurance, inclusive of any facility such **Insured Person** may have.

NOT COVERED BY THIS SECTION

We will not be liable to pay compensation for **Bodily Injury** in respect of any **Insured Person** caused by or resulting from:

1. such **Insured Person's** suicide, attempted suicide or intentional self-injury or deliberate exposure to obvious risk or injury (unless in an attempt to save human life),

2. **Bodily Injury** which is directly or indirectly caused by, arising or resulting from or traceable to any physical, medical or pre-existing condition, defect or infirmity, or

2.1. any event aggravated by the effect of any physical, medical or pre-existing condition, defect or infirmity.

3. any **Insured Person** being under the influence of alcohol, drugs or narcotics unless such drugs or narcotics were administered lawfully by a medical practitioner (other than the **Insured Person**) or unless prescribed by and taken in accordance with the directions of a medical practitioner (other than the Insured Person), or

3.1. driving a motor vehicle and having more than the legal limit of alcohol in their blood. The legal limit applicable will be as per legislation applicable to the territory where the **Accident** occurred,

4. whilst participating in any riot, strike, civil commotion, public disorder, or as a result of deliberately committing a criminal offence, in respect of this **Section** only the General Exclusion headed *War, Riot and Terrorism Exclusion* is amended:

"This Extension does not cover any claim, cost, **Bodily Injury**, or liability directly or indirectly caused by, happening through or occasioned by, in connection with or in consequence of :"

Clauses (1.1.1) to (1.1.8), (1.2.) and (1.3.) remain unaltered.

5. **Bodily Injury** or disability is directly or indirectly attributable to

5.1. Human Immunodeficiency Virus (HIV) or any related illness, Acquired Immune Deficiency Syndrome (AIDS) inclusive of derivatives or variations thereof howsoever caused and / or any Sexually Transmitted Infections (STI's).

5.2. diseases of any kind,

5.3. infectious / contagious disease / pandemics / epidemics.

6. in the case of females **Bodily Injury** or disability is directly or indirectly attributable to, prolonged or accelerated by pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof

7. any **Bodily Injury** or disability whilst participating / engaging in:

7.1. motor cycling (whether as a driver or passenger) other than for employment activities,

7.2. racing of any kind involving the use of any power-driven vehicle, vessel, craft

7.3. mountaineering necessitating the use of ropes,

7.4. winter sports involving snow or ice,

7.5. polo on horseback, steeplechasing,

7.6. professional football or

7.7. hang-gliding,

7.8. professional sports or sport teams of any kind,

7.9. big game hunting.

8. **Bodily Injury** directly or indirectly caused by, arising or resulting from their occupation / employment in:

8.1. manufacture, storage, filling, breaking down, transport of:

8.1.1. fireworks, ammunition, fuses, cartridges, gunpowder, nitro-glycerine or any explosives,

8.1.2. gases and / or air under pressure in containers other than butane and the like in low pressure containers,

8.1.3. sub aqueous work,

8.1.4. underground / mining work,

8.1.5. construction and maintenance of cofferdams.

8.1.6. naval, military, police or air force service or operations.

8.1.7. crews of ships and of offshore drilling rigs.

8.1.8. airline personnel and aircrew.

8.1.9. toxic substances and toxic waste,

8.1.10. ionisation, radiation, contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel or any way caused or contributed to by the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. (Refer to the General Exclusion headed *Nuclear and Institute Radioactive Contamination Exclusion*.)

9. engagement in air travel except as a fare-paying passenger on a recognised airline operation on regular scheduled air route or air travel by any charter aircraft duly licensed as a recognised air carrier.

It is further declared and agreed that:

10. **We** will also not pay compensation for any form of **Bodily Injury,** howsoever arising directly or indirectly caused by, arising or resulting from or attributable to:

10.1. air coupon business and / or automatic airline passenger covers,

10.2. travel coupon / ticket business issued through the medium of automatic vending machines and tour operators group schemes,

10.3. travel agency business,

10.4. coupon insurances issued by way of newspapers, periodicals or as part of any publicity campaign,

10.5. personal accident benefits under life policies,

10.6. policies sold through credit card organisations and / or other financial institutions.

10.7. Common Law / WCA/ COIDA (where applicable) and Employer's Liability.

10.8. Salary Continuance business

10.9. Cover provided for the fulfilment of any demands in the event of Kidnap and Ransom.

10.10. Health insurance elements other than Travel PA insurance.

SECTION 8: PERSONAL LIABILITY

DEFINITIONS
For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Accident / Accidental: means a fortuitous and unexpected **Event** occurring at an identifiable place and time.

2. Any Person: means people not related to **You**, and people who are not **Your Domestic Employee** when the **Event** happens. However, the term **Any Person** may include people who normally live with **You**.

3. Bodily Injury: means death, physical injury, mental injury, illness (mental or physical) or disease of or to **Any Person**.

4. Damage: means loss of possession or control of, or actual physical damage to tangible property.

5. Damages: means monetary compensation (which term will be inclusive of claimant's legal costs and expenses) that is awarded against **You** by a court of law, or for which **You** will become personally legally liable within the ambit of the civil or criminal justice system.

6. Domestic Employee: means a person employed under a contract of service with **You**.

7. Drone: means any:

6.3. **Remotely Piloted Aircraft** – being further defined as an unmanned aircraft which is piloted from a remote pilot station, excluding **Model Aircraft** and **Toy Aircraft**,

6.3.1. **Toy Aircraft**– being further defined as an aircraft which is designed or intended for use in play by children,

6.3.2. **Model Aircraft** – being further defined as non-human carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport or competitions.

6.4. **Drone Accessories** means any:

6.4.1. filming, scanning, mapping, infrared and x-ray equipment inclusive of software,

6.4.2. bags and carry cases,

6.4.3. tools and cleaning equipment,

6.4.4. guards and safety equipment,

6.4.5. two-way radio and communications equipment,

6.4.6. power supplies and control equipment,

6.4.7. binoculars and photographic equipment,

6.4.8. laptops and tablets

All of which are used for the purpose of controlling a **Drone**, inclusive of any other equipment which can be affixed to the payload of the **Drone**.

7. Dwelling: means:

7.1. a primary residence structure at which **You** reside on a full-time basis, or

7.2. temporary accommodation structure at which **You** may reside for vacation / temporary purposes to that of **Your** primary residence mentioned in (8.1) above.

For the purpose of (8.2) above the term temporary means infrequent and short periods of time not exceeding 6 months.

8. Each and Every Limit (EEL): means the amount payable, inclusive of **Damages** recoverable from **You** by a claimant or any number of claimants, **Legal Costs** incurred with **Our** consent for any **Occurrence** all of which will not exceed the **Limit Of Indemnity** stated in the **Schedule**.

9. Event: means any circumstance or incident which may give rise to a claim for indemnification as insured under this **Section** of the **Policy**.

10. Homeowners Section: means **Section** 25: Homeowners of this **Policy**.

11. Landlord: means **You** as the owner of the residential building which is the subject of the written **Rental / Lease Agreement** of the residential building insured by **Section** 1: Homeowners insured by this **Policy** and who has the legal right to rent /lease such premises.

This definition applies for the purposes of the Extension headed *Rental / Leasing of Residential Premises* only.

12. Legal Costs: means costs, charges and expenses which **We** incurred or which **You** incurred with **Our** prior consent:

12.1. in the defence or settlement of any claim under this **Section** of the **Policy** or any legal proceeding, action or prosecution brought against **You** in respect of **Bodily Injury** or **Damage** or other personal legal liability as insured in terms of this **Section** of the **Policy**.

12.2. in the representation at any inquest or accident inquiry in respect of **Bodily Injury** which may form the subject of indemnity under this **Section** of the **Policy**.

13. Limit of Indemnity: means the **Sum Insured** stated in the **Schedule / Annexure**.

14. Occurrence: means an **Event** or series of **Events** arising out of one originating cause or source.

15. Pollution: means:

15.1. actual, alleged, or threatened:

15.1.1. ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, **Pollutants**,

15.1.2. subsequent spread, migration, or movement of **Pollutants** following (16.1.) above.

16. Pollution Costs: means the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, **Pollutants** and their effects, whether or not these are performed by **You** or third parties.

17.	**Pollutant:**	means any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, bacteria, moulds, or other fungi (inclusive of but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment.
18.	**Rental / Lease Agreement:**	means the written Rental / Lease Agreement concluded between the **Tenant** and the **Landlord** in respect of the residential building being used for housing purposes as insured by **Section** 25: Homeowners insured by this **Policy**. This definition applies for the purposes of the Extension headed *Rental / Leasing of Residential Premises* only.
19.	**Tenant:**	means the person as named in the **Rental / Leasing Agreement** entered into with **You** and where **You** are noted as the **Landlord** of the residential building insured by **Section** 1: Homeowners insured by this **Policy**. This definition applies for the purposes of the Extension headed *Rental / Leasing of Residential Premises* only.

BASIC COVER

We will provide compensation if **You** become personally legally liable to pay **Damages** for **Accidental** sudden, unintended and unforeseen **Bodily Injury** or **Damage** occurring during the **Period of Insurance**, from an **Occurrence** anywhere in the world to the extent that such liability is not indemnifiable in terms of another Insurance Policy.

INDEMNITY AND LIMITS

You are indemnified by this **Section** in accordance with the above Cover Provided but will not be inclusive of cover against claims for and / or arising out of any form of **Pollution** or any **Occurrence** in connection with **Your** business / occupation / trade.

The **Limit of Indemnity** as stated in the **Schedule** but not exceeding R3 000 000 **(EEL)** per **Occurrence** and will be the maximum amount of **Our** liability in respect of all claims for **Damages** and **Legal Costs** incurred with **Our** written consent which consent will not be unreasonably withheld and which are recoverable by or on behalf of any claimant from **You** arising out of one **Occurrence.**

Renewal of this **Policy** from year to year will not have the effect of increasing the **Limit of Indemnity** applicable to each year or of accumulating the **Limit of Indemnity** from year to year.

All limits stated are payable after payment of the first amount payable by **You** as is applicable to the relevant claim.

If **We** allege that by reason of this **Section** that any claim for **Damages,** arising from **Bodily Injury** and / or **Damage** and **Legal Costs** is not covered by this **Policy**, then the burden of proving the contrary will rest upon **You**.

TERRITORIAL LIMITS

Cover provided is worldwide, but excluding any judgment, award, payment or settlement made within a country which operates under the laws of the United States of America and / or Canada and / or their respective possessions or protectorates and any territory operating under the laws of or being subject to the jurisdiction of courts of the United States of America and / or Canada and / or their respective possessions or protectorates or is the subject to any order which is made anywhere in the world to enforce such judgement, award payment or settlement or part thereof.

It being understood that any claim brought against **You** will be subject to General Condition headed *Law and Legal Jurisdiction*.

EXTENDED BASIC COVER

1. TENANTS EXTENSION

We will indemnify **You** in accordance with the cover provided up to the limit stated in the **Schedule / Annexure** if **You** become personally legally liable as a **Tenant** and not as an owner for any **Damage** to the building of a **Dwelling** and its outbuildings (inclusive of fixtures and fittings) as well as **Accidental Damage** to water, gas, sewerage, electricity or telephone connections to the **Dwelling** or outbuildings.

2. SECURITY COMPANIES

2.1. **We** will indemnify **You** in accordance with the cover provided for **Damages** arising from the ownership possession or use of any electrified fence, or arising out of a Deed of indemnification or similar undertaking to **Any Person** who has contracted with **You** to provide **You** with security services (referred to below as the Deed) provided that:

2.1.1. both the Deed and the contract for the provision of such security services are in writing and dated prior to the **Occurrence** giving rise to a claim being made against **You** in terms of the **Deed**,

2.1.2. the **Occurrence** giving rise to the claim against **You** in terms of the **Deed** occur on or in the immediate vicinity of the **Dwelling** situated at the address stated on the **Schedule**.

2.2. Neighbourhood Watch Liability

We will indemnify **You** and any member of **Your** family who normally resides with **You** at the address stated on the **Schedule** against **Damages** for:

2.2.1. any accidental **Bodily Injury** to **Any Person** (other than members of **Your** family who normally reside with **You** or **Your Domestic Employees**),

2.2.2. any **Accidental Damage** to property which is not owned by or in the custody of **Yourself** or any member of **Your** family who normally resides with **You** at the address stated on the **Schedule** or **Your Domestic Employees**.

Provided that **Our** indemnity for all **Damages** and **Legal Costs** will not exceed the amount stated in the **Schedule / Annexure** for all **Events** during the **Annual Period**.

2.3. Wrongful arrest

We will indemnity **You** for all **Damages** which **You** are personally legally liable to pay in respect of a wrongful arrest or an alleged wrongful arrest by **You** of **Any Person** other than a **Domestic Employee** of **Yours** or any member of **Your** family or household which arises out of **Your** activities as a member of a neighbourhood watch or a block watch group or of a similar voluntary non-profit organisation.

Provided that **Our** indemnity for all **Damages** and **Legal Costs** will not exceed the amount stated in the **Schedule / Annexure** for all **Events** during the **Annual Period**.

2.4. Security Company / Garden Services

Regardless of anything contained to the contrary **We** agree that Specific Exclusion (4) of this **Section** does not apply to any liability assumed in terms of a written contract entered into with any organisation providing security, armed response or garden services in respect of **Insured Property** indemnified under **Section** 25: Homeowners and **Section** 26: Domestic Contents of this **Policy**.

Provided that **Our** indemnity for all **Damages** and **Legal Costs** will not exceed the amount stated in the **Schedule / Annexure** for all **Events** during the **Annual Period**.

3. PERSONAL LEGAL LIABILITY TO DOMESTIC EMPLOYEES' EXTENSION

We will indemnify **You** for **Your** personal legal liability due to **Accidental Bodily Injury** to **Your Domestic Employee** that arises from and in the course of their employment.

Provided that **Our** indemnity for all **Damages** and **Legal Costs** is agreed to by **Us** in writing and will not exceed the amount stated in the **Schedule / Annexure** for any one **Event** during the **Annual Period**.

4. RENTAL / LEASING OF RESIDENTIAL PREMISES EXTENSION

Regardless of anything contained to the contrary it is hereby noted and agreed that **We** will indemnify **You** for **Damages** from an **Occurrence** directly resulting from the use of the residential building insured by **Section** 1**:** Homeowners and which is the subject of a written **Rental / Leasing Agreement** concluded between the **Tenant** and **Landlord** provided that such indemnity only applies to the **Tenant** or guest of the **Tenant** occurring during the **Annual Period.**

For the purpose of the cover provided it is noted and agreed that any indemnity paid will not be in favour of the **Tenant** should a guest of the **Tenant** make a claim against the **Tenant** and indemnity will only be considered where **You**, as the **Landlord** indemnified hereby have been found to be negligent.

Further provided that **Our** indemnity for all **Damages** and **Legal Costs** will not exceed the amount stated in the **Schedule** for all **Events** during the **Annual Period** and this extension will not be brought into contribution where the **Tenant** holds their own Personal Liability or Contents insurance.

SPECIFIC CONDITIONS APPLICABLE TO RENTAL / LEASING OF RESIDENTIAL PREMISES

1. With due consideration to the General Provision headed *Liability Under More Than One Section*, it is agreed that the indemnity granted by this **Section** is conditional upon there being in force at the time of the **Occurrence** underlying cover in terms of **Section** 1: Homeowners of this **Policy** which substantially provides cover for the type of liability for which indemnity is sought hereunder and upon **You** not being in breach of the conditions of such cover applicable to those **Sections**.

2. This **Section** is governed by the laws of the Republic of South Africa whose courts will have exclusive jurisdiction in any dispute between **Yourself** and **Us**, refer to the General Condition headed *Law and Legal Jurisdiction*.

3. Indemnity amounts payable under this **Section** will be payable in the currency of the Republic of South Africa and **You** will be **Responsible** for the first amounts payable stated in the **Schedule / Annexure.**

4. **We** may in the case of any **Occurrence** pay to **You** the **Limit of Indemnity** (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled, and **We** will thereafter be under no further liability in respect of such **Occurrence**,

NOT COVERED BY THIS SECTION

We will not indemnify **You** for any liability consequent upon, caused by, though, or in connection with any **Bodily Injury** or **Damage** by the below unless specifically accepted by **Us** and specifically shown otherwise in the **Schedule / Annexure** for:

1. any compensation payable to **You**,

2. any **Damage** to property belonging to **You** or **Your Domestic Employee,**

3. any **Damages** or **Legal Costs** directly or indirectly due to:

3.1. **Your** own employment, business or profession inclusive of but not limited to the sale of any goods or the rendering of any services for a fee or any other consideration or remuneration,

3.2. any ownership of land or buildings (other than buildings insured under **Section** 1: Homeowners and land upon which such buildings are situated, provided the land is used for residential purposes),

3.3. the occupation of land or buildings, other than **Your Dwelling**,

3.4. the use of any vehicle, caravan, trailer, aircraft or watercraft (other than a surfboard or paddle ski) owned by **You** or which is in **Your** custody or control or which is owned by **Your Domestic Employee** or which is in **Your Domestic Employee** custody or control,

4. any liability accepted by agreement which would not have attached in the absence of the agreement (other than liability specifically covered in the Specific Extensions of this **Section**),

5. any liability arising out of the letting or hiring out of any movable or immovable property or part thereof for a fee, reward or any other consideration (other than liability specifically covered in the Extensions of this **Section**),

6. any **Damages** arising out of **Your** intentional and reckless disregard and of the possible consequences of **Your** acts or omissions,

7. any **Damages** arising out of:

7.1. one **Insured** to another,

7.2. any former **Insured** in respect of any **Occurrence** during the period when such former **Insured** was an insured in terms of this **Policy,**

8. any **Damage** to property to the extent that such **Damage** is indemnifiable under any other insurance policy,

9. any **Damages** arising out of the ownership or use of any aircraft or **Drone**,

10. any **Damages** which are the subject of statutory or similar legislation controlling the use of any vehicles or trailers and in respect of which **You** are compelled to effect insurance or to furnish security, or where the State or other Governmental body or Authority has accepted responsibility,

11. any **Damages** or **Legal Costs** in respect of Motor Liability,

12. any **Damages** or **Legal Costs** in respect of Watercraft Liability,

13. any **Damages** or **Legal Costs** arising out of **Your** dishonest, fraudulent or malicious act or acts of physical assault or seduction committed by **You** or **Any Person** acting on **Your** order,

14. any **Damages** or **Legal Costs** in connection with the payment of any fine, penalty, multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses or performance warranties.

15. any **Damages** or **Legal Costs** in connection with the payment of any debt,

16. any **Damages** or **Legal Costs** in connection with **Your** failure to pay maintenance or alimony or any amounts following a breach of promise,

17. any **Damages** or **Legal Costs** arising out of the purchase, sale, barter or exchange of any property, movable or immovable or **Your** failure to comply with any obligations in relation thereto,

18. any first amount payable by **You** of any claim inclusive of any claim arising from the suspension or termination of the employment of **Your Domestic Employee.**

19. any liability resulting from the processing of personal information and any exposure which should be insured under a Cyber liability policy.

20. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

21. any **Damages** caused by or linked to exposure to electromagnetic fields or radiation, inclusive of but not limited to chronic low-level exposure (such as but not limited to Wi-Fi, power lines and similar) and acute or industrial exposure (such as strong radiofrequency sources.)

SECTION 9: SUPPLEMENTARY LIABILITY

DEFINITIONS
For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Accident / Accidental: means a fortuitous and unexpected **Event** occurring at an identifiable place and time.

2. Any Person: means people not related to **You**, and people who are not **Your Domestic Employee** when the **Event** happens. However, the term **Any Person** may include people who normally live with **You**.

3. Bodily Injury: means death, physical injury, mental injury, illness (mental or physical) or disease of or to **Any Person**.

4. Damage: means loss of possession or control of, or actual physical damage to tangible property.

5. Damages: means monetary compensation (which term will be inclusive of claimant's legal costs and expenses) that is awarded against **You** by a court of law, or for which **You** will become personally legally liable within the ambit of the civil or criminal justice system.

6. Domestic Employee: means a person employed under a contract of service with **You**.

7. Drone: means any:

7.1. **Remotely Piloted Aircraft** – being further defined as an unmanned aircraft which is piloted from a remote pilot station, excluding **Model Aircraft** and **Toy Aircraft**,

7.1.1. **Toy Aircraft**– being further defined as an aircraft which is designed or intended for use in play by children,

7.1.2. **Model Aircraft** – being further defined as non-human carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport or competitions.

7.2. **Drone Accessories** means any:

7.2.1. filming, scanning, mapping, infrared and x-ray equipment inclusive of software,

7.2.2. bags and carry cases,

7.2.3. tools and cleaning equipment,

7.2.4. guards and safety equipment,

7.2.5. two-way radio and communications equipment,

7.2.6. power supplies and control equipment,

7.2.7. binoculars and photographic equipment,

7.2.8. laptops and tablets

All of which are used for the purpose of controlling a **Drone**, inclusive of any other equipment which can be affixed to the payload of the **Drone**.

8. **Each and Every Limit (EEL):** means the amount payable, inclusive of **Damages** recoverable from **You** by a claimant or any number of claimants, **Legal Costs** incurred with **Our** consent for any **Occurrence** all of which will not exceed the **Limit Of Indemnity** stated in the **Schedule**.

9. **Event:** means any circumstance or incident which may give rise to a claim for indemnification as insured under this **Section** of the **Policy**.

10. **In the Annual Aggregate / Aggregate Limit (AGG)"** means a pre-determined Rand amount up to which the **Policy** will cover **You** each **Annual Period**, regardless of the number of claims submitted or **Legal Costs** associated with these claims.

11. **Legal Costs:** means costs, charges and expenses which **We** incurred or which **You** incurred with **Our** prior consent:

11.1. in the defence or settlement of any claim under this **Section** of the **Policy** or any legal proceeding, action or prosecution brought against **You** in respect of **Bodily Injury** or **Damage** or other personal legal liability as insured in terms of this **Section** of the **Policy**.

11.2. in the representation at any inquest or **Accident** inquiry in respect of **Bodily Injury** which may form the subject of indemnity under this **Section** of the **Policy**.

12. **Limit of Indemnity** means the **Sum Insured** stated in the **Schedule / Annexure**.

13. **Occurrence** means an **Event** or series of **Events** arising out of one originating cause or source.

14. **Underlying Insurance**: means an existing insurance policy, as stated in the Schedule, in force with:

14.1. registered South African Insurer,

14.2. any Insurer in the world which covers one or more of the following:

14.2.1. Motor Liability,

14.2.2. Watercraft Liability,

14.2.3. Property Owners Liability,

14.2.4. Tenants Liability

but not an insurance policy in respect of any motor vehicle hired, leased or owned by **You** or any watercraft or property owned by **You**, outside The Republic of South Africa, Lesotho, Kingdom of Eswatini, Mozambique, Zimbabwe, Botswana, Namibia, and Malawi.

BASIC COVER

We will indemnify **You** up to the **Limit of Indemnity** stated in the **Schedule** for **Damages** which **You** become legally liable to pay in accordance with the law of any country (but not in respect of any judgment, award, payment or settlement made within countries which operate under the laws of North America) due to:

1. any **Event** occurring anywhere in the world during the **Annual Period**,

1.1. where such liability is not indemnifiable in terms of the Insuring Clause and / or Insurable Events Clause and/or Operative Clause of any **Underlying Insurance**, or

1.2. for which the limit of compensation, inclusive of **Legal Costs** and expenses, of the **Underlying Insurance** is exceeded.

We will only pay compensation above the limits shown in the **Underlying Insurance** for:

1.2.1. the Personal Liability section,

1.2.2. the Vehicle Liability section

1.2.3. the Watercraft Liability section in respect of third parties and passengers

1.3. where such liability is not indemnifiable by reason of any Exclusion in any **Underlying Insurance.**

The **Limit of Indemnity** is inclusive of **Damages** and all **Legal Costs** and expenses which are incurred by **You** with **Our** written consent which consent will not unreasonably be withheld.

LIMIT OF COMPENSATION

Our compensation is limited to the amount shown in the **Schedule** for any **Occurrence** that happens during the **Annual Period**.

SPECIFIC CONDITIONS

1. The indemnity granted by this **Policy** is conditional upon there being in force at the time of the **Occurrence** an **Underlying Insurance** policy which substantially provides cover for the type of liability for which indemnity is sought hereunder and upon **You** not being in breach of the condition of such **Underlying Insurance**.

2. This **Policy** will be governed by the laws of the Republic of South Africa whose courts will have exclusive jurisdiction in any dispute between **Yourself** and **Us**. Refer to the General Condition headed *Law and Legal Jurisdiction*.

3. Written notice must be given to **Us** as soon as possible of any **Event** that may give rise to a claim under this **Policy** and **You** must furnish such further information as **We** may reasonably require. Every claim, writ, summons or process and all related documents must be forwarded **Us** in accordance with the General Condition headed *Claims*. Inadvertent failure to give notice as aforesaid because **You** could not reasonably have anticipated that the **Event** would give rise to a claim under this **Policy** will not be construed as a breach of this condition.

4. In respect of any claim not covered at least in part by an **Underlying Insurance Policy**, **We** may take over and conduct in **Your** name the defence or settlement of any claim or prosecute in **Your** name for **Our** own benefit and will have full discretion in the conduct of any proceedings and in the settlement of any claim. You will give all necessary information and assistance as may be required by **Us**. Refer to the General Condition headed *Our Rights After an Event and Subrogation*.

5. If the indemnity granted by this **Policy** is covered by any other liability insurance, **We** will not pay more than **Our** rateable proportion thereof.

6. If any claim under this **Policy** is in any respect fraudulent all benefit under this **Policy** in respect of such claim will be forfeited. Refer to General Exclusion headed *Fraudulent Scheme, Trick, Device or False Pretence*.

7. The due observance and fulfilment of all provisions in the **Underlying Insurance** and this **Policy** that require anything to be done or complied with by **You** are precedent to any liability by **Us** in respect of any **Occurrence** for which **You** make a claim under this **Policy**.

8. **We** may in the case of any **Occurrence** pay to **You** the maximum **Limit of Indemnity** (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and **We** will thereafter be under no further liability in respect of such **Occurrence**.

9. No admission, offer, promise or payment in relation to a claim under this **Policy** may be made or given by or on **Your** behalf without **Our** written consent. **You** will take all reasonable steps to ensure that the Insurers of the **Underlying Insurance** will comply with this condition and co-operate with **Us** in the defence and settlement of any claim which is indemnifiable both by an **Underlying Insurance** and this **Policy**, and in the exercise of any subrogation rights. The costs incurred in exercising such rights and any amounts recovered will be apportioned to each party according to the sums paid or payable under the respective policies. Refer to the General Conditions headed *Our Rights after an Event and Subrogation*.

NOT COVERED BY THIS SECTION
No indemnity is granted by this **Policy** against any liability:

1. arising out of and in the course of the **Your** employment, business or profession inclusive of but not limited to the sale of any goods or the rendering of any services for a fee, reward or any other consideration,

2. arising out of the letting and / or hiring out of:

2.1. any movable property,

2.2. immovable property or part thereof for a fee, reward or any other consideration unless such liability is indemnifiable by the **Underlying Policy**.

3. for the first R10 000 of any claim in relation to property hired, leased or borrowed by **You**,

4. arising out of the reckless disregard by **You** of the possible consequences of any acts, errors or omissions,

5. for the transferring of one Insured to another or to any former Insured in respect of any **occurrence** during any period when such former Insured was an Insured,

6. arising out of any **Damage** to the extent that such liability is indemnifiable under any other insurance policy,

7. arising out of the ownership or use of any aircraft or **Drones** other than model aircraft and hang gliders,

8. except for so much of any compensation payable in respect of liability for **Bodily Injury** to persons being carried in or upon or getting into or alighting from a vehicle, for **Bodily Injury** which:

8.1. is the subject of legislation enacted for the purpose of providing compensation for **Bodily Injury** or **Damage** wrongfully caused by the driving of a motor vehicle, or

8.2. is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which liability:

8.2.1. **You** are compelled to effect insurance or otherwise furnish security, or

8.2.2. the State or other governmental authority has accepted responsibility, or

8.2.3. is suffered as a result of emotional shock by a person other than an injured party on witnessing, observing or being informed of the **Bodily Injury** of another person as a result of the driving of a motor vehicle. This special exclusion will apply notwithstanding that no insurance under such legislation is in force or has been affected, or that compensation is not paid for any reason whatsoever.

9. for Motor Balance of Third-Party liability unless such liability is in excess of the Scheduled **Underlying Insurance** and is indemnifiable thereby.

10. for any claim in respect of Watercraft Liability:

10.1. unless such liability is indemnifiable by any of the **Underlying Insurances**, other than any claim excluded solely by reason of any territorial restriction,

10.2. where the overall length of the watercraft exceeds 6 meters,

10.3. outside the territorial limits for Watercraft, as defined under **Section** 6: Watercraft of this **Policy**,

10.4. for any compensation payable towards water skiers.

11. for any **Damage** to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in **Your** care, custody or control,

12. arising out of any dishonest, fraudulent or malicious act by **You** or acts of physical assault or seduction committed by **You**,

13. for payment of any fine, penalty, multiple, punitive or exemplary **Damages** or arising out of liquidated **Damages** clauses, penalty clauses or performance warranties except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties,

14. for any debt,

15. for the failure to pay maintenance or alimony or any amounts following a breach of promise,

16. arising out of the purchase, sale, barter or exchange of any property movable or immovable or the failure by **You** to comply with any obligations in relation thereto,

17. for the first R5 000 of any claim arising from the suspension or termination of employment of any **Domestic Employee**,

18. arising out of any condition directly or indirectly caused by or associated with Human Immunodeficiency Virus (HIV) or the mutants, derivatives or Variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it is named,

19. for any **Damages** payable for **Bodily Injury or Damage, Legal Costs** or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any events or activities relating to the General Exclusions headed *War, Riot and Terrorism* and *Nuclear and Institute Radioactive Contamination Exclusion,* regardless of any other cause or event contributing concurrently or in any other sequence to such loss.

20. any claim, cost or expense for **Damages** payable for **Bodily Injury** or **Damage** happening in or in connection with the United States of America (being the fifty states of the union plus the District of Columbia), Canada and any territory operating under the laws of or subject to the jurisdiction of courts of the afore-mentioned territories,

21. any liability resulting from the processing of personal information and any exposure which should be insured under a Cyber liability policy.

22. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

23. any **Damages** caused by or linked to exposure to electromagnetic fields or radiation, inclusive of but not limited to chronic low-level exposure (such as but not limited to Wi-Fi, power lines and similar) and acute or industrial exposure (such as strong radiofrequency sources.)

Dear customer...

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 | www.sasria.co.za

General terms and conditions

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.

Policies that attach to the underlying policy	**Stand-alone policies**
Material Damage (Fire) Contract Works	Motor 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**:

Your Sasria policy covers civil commotion, riot, strike, lockout, public disorder, rebellion and revolution and terrorism.

Your Sasria policy does not cover war and war-related activities

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

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 the Fire 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 andrequest 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

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 conditionsabove 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	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". 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: • A disturbance of the public peace; • Which happens openly, or which is clear upon observing; • In disobedience of authority; and • Which leads to physical loss or damage.
Lockout	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". This definition may be amended by South African law from time to time.
Looting	To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers. Sasria does not cover theft.
Policyholder	The person(s) or juristic entity in whose name the policy is issued. A policyholder could be: • A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or • A subsidiary of the holding company; or • An entity other than a company; or • A person or persons.

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	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. 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: • Three or more persons who have assembled with the same objective; • A tumultuous disturbance of the public peace; • Which leads to strife, violence or threats of violence; and • Physical loss or damage. In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.
Strike	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". This definition may be amended by South African law from time to time.
Terrorism	The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims. 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.

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 anyother 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 l976) 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.

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.

Sasria SOC Limited
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Reg. No. 1979/000287/06
VAT Reg. 4140119340
FSP Licence No.: 39117

ANNEXURE 4

COUPON POLICY FOR SPECIAL RISKS INSURANCE

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

(i) Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;

(ii) Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;

(iii) Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;

(iv) Any attempt to perform any act referred to in clause (i), (ii) or (iii) above;

(v) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

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

PROVIDED that:

Notwithstanding anything to the contrary, where One Insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and or Motor) issued by or on behalf of the Company, the annual aggregate liability of the Company under all such Insurances shall be limited to the sum of R500 million (five hundred million Rand), or up to R 1,5 billion, if the Insured has chosen the optional Excess of Loss R 1 billion cover, where the property insured is in the Republic of South Africa.

For this purpose ONE INSURED shall mean:

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

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

PROVIDED FURTHER that this insurance does not cover:

(a) Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenantable;

(b) Loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;

(c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.

(d) NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

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

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

(e) This policy does not cover 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 l976) or any similar Act operative in South African territory to which this policy applies.

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

CLAIMS NOTIFICATION

The Agent or Intermediary will advise Sasria of a loss within thirty (30) days from the date they receive the claim.

A claim shall not be payable if twenty four (24) months have elapsed since the occurrence of the Insured Event unless the claim is subject of pending legal action or final assessment of the loss by the Insurer have not been reached.

CONTRACTUAL VALUE

Where Property Insured is extended under the Replacement Value Clause and is the subject of a lease, rental, hire or similar agreement which requires the Insured to insure and/or be responsible for the property at an agreed value then the measure of cover provided shall be the agreed value as stipulated in the lease, rental or hire agreement. The definition set out under the Basis of Loss Settlement on the underlying policy shall not apply in respect of a claim under this clause but always limited to thetotal Sum Insured.

CONDITIONS

Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

Continuation of cover (where premium is payable by bank debit order or by transmission account)

The premium is due in advance and, if it is not received by the company by due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless the insured can show that failure to make payment was an error on the part of his Intermediary or Sasria agent.

Transfer

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

Arbitration

(a) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine.

(b) Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration the award of the Arbitor(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against Sasria under this Policy.

Company's rights after an event

(a) On the happening of any event in respect of which a claim is or may be made under this policy, the company and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the company to rely upon any conditions of this policy,

(i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the company to do so. The insured shall not be entitled to abandon any property to the company whether taken possession of by the company or not,

(ii) take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the company.

(b) The insured shall, at the expense of the company, do and permit to be done all such things as may be necessary or reasonably required by the company for the purpose of enforcing any rights to which the company shall be, or would become, subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.

SPECIAL CONDITIONS

1. It is a condition precedent to any liability that at the time of the happening of any occurrence given rise to a loss in terms of this Coupon Policy there shall be in force the Underlying Policy covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.

2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying Policy, other than:

(a) Exception A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi);

And

(b) The Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above;

(c) Any excess, deductible or similar payment to be met by the Insured in terms of the Underlying Policy;

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

(e) Where required by the Insurer, the Insured shall at the commencement of such insurance and when required provide the Insurer with a written estimate of the cost at such date of reinstatement of the Property Insured to which this section applies made and certified by a Valuator acceptable to the Insurer.

The Sum Insured under the policy and this section in respect of each item will not be less than the amount of such estimate, and may be adjusted for renewal provided this is done within a two months period of the renewal date.

(f) Where a building or structure is destroyed, the Insured is entitled to carry out the replacement by an equivalent building upon another site and in any manner suitable to the requirements of the Insured provided that the Insurer's liability does not exceed the cost which would have been incurred had reinstatement been carried out on the original location.

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

Memorandum

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

3. If the property covered in terms of the attached Schedule shall at the commencement of any destruction of or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this consideration.

4. Any adjustment of Premium Clause or Condition in the Underlying Policy shall not be applicable to this Coupon Policy.

5. No alteration of this Coupon Policy is valid unless signed by a Director of the Company

6. Any Reinstatement Value Conditions in the Underlying Policy shall be applicable to this Coupon Policy except insofar as it relates to Motor Vehicles.

7. The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.

Dear customer...

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 | www.sasria.co.za

General terms and conditions

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.

Policies that attach to the underlying policy	**Stand-alone policies**
Material Damage (Fire) Contract Works	Motor 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**:

Your Sasria policy covers civil commotion, riot, strike, lockout, public disorder, rebellion and revolution and terrorism.

Your Sasria policy does not cover war and war-related activities

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

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.

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 toanother 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 andrequest 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

What to do after an insured event

1. Contact your underlying insurer. The underlying insurer will let you know if you have aspecial 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 thedate 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.

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	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". 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: • A disturbance of the public peace; • Which happens openly, or which is clear upon observing; • In disobedience of authority; and • Which leads to physical loss or damage.
Lockout	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". This definition may be amended by South African law from time to time.
Looting	To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers. Sasria does not cover theft.
Policyholder	The person(s) or juristic entity in whose name the policy is issued. A policyholder could be: • A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or • A subsidiary of the holding company; or • An entity other than a company; or • A person or persons.

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	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. 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: • Three or more persons who have assembled with the same objective; • A tumultuous disturbance of the public peace; • Which leads to strife, violence or threats of violence; and • Physical loss or damage. In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.
Strike	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". This definition may be amended by South African law from time to time.
Terrorism	The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims. 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.

Who do we cover?

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

Vehicle 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 wheelchairs, 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 wheelchairs, 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 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 l976) 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.

Sasria SOC Limited
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Reg. No. 1979/000287/06
VAT Reg. 4140119340
FSP Licence No.: 39117

POLICY FOR MOTOR INSURANCE

DEFINITIONS

1.1 The term "vehicle" shall mean:

(a) Private type motor cars
(b) Commercial vehicles (including irrigation vehicles)
(c) Motor cycles
(d) Buses
(e) Trailers- (i.e Any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto)
(f) Registered and Non-registered Mobile Plant
(g) Bus Rapid Transit

1.2 Non Registered Types

The above shall mean self- propelled Non Registered vehicles that may be insured under the motor section.

These vehicles are for example but not limited to 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.

Any such vehicle being owned by or hired or leased by the insured, including any such vehicle temporarily operated by the insured as replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that the insurer's maximum liability shall not exceed the lesser of the retail value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the Sasria motor policy.

1.3 The term "total loss" shall mean the total loss , destruction or damage of the vehicle or where the damage exceeds at least 70% of the retail value of the vehicle;

1.4 The insured shall mean the person, people or juristic entity in whose name the policy is Issued.

2.0. PREAMBLE

SECTION A

The premium for this insurance is shown in the underlying policy schedule. The underlying policy schedule forms an integral part of the policy. The cover is subject to payment of premiums.

Sasria's Liability to the insured will not be for more than the value specified against each vehicle, or the retail value of the vehicle calculated in terms of the TransUnion Auto Dealer Digest, whichever is the lesser.

Wherever the word **"property"** is used it must be taken to mean any motor car or vehicle, trailer, a tool, utensil, or other piece of equipment that is used for a particular purpose or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst on the road.

INSURANCE

In return for the Insured having paid the premium stated in the Schedule to this Policy (the Schedule forms an essential and integral part of this Policy) to Sasria, Sasria will provide insurance in respect of loss or damage happening during the Period of Insurance stated in the Schedule of this Policy.

Subject to the terms, exceptions and conditions of this Policy, Sasria will indemnify the Insured against loss of or damage to the property described in the Schedule directly related to or caused by:

i. any act (whether on behalf of any organisation, body, person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;

ii. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section of the public;

iii. any riot, strike or public disorder, or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;

iv. any attempt to perform any act referred to in clause (i), (ii) or (iii) above;

v. the act of any lawful authority in controlling, preventing suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii) (iii) or (iv) above.

Note: In this Policy, the term "Public Disorder" includes civil commotion, labour disturbances or lockouts.

Sasria may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of the property insured in the schedule of this Policy subject always to Condition 8 of this Policy (which relates to Average). If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereafter referred to as the **"Owner"**) is interested in any money which would be payable to the Insured under this Policy in respect of loss of or damage to the property insured (which loss or damage

is not made good by repair or replacement) such money will, if requested in writing, be paid to the owner and/or to the Insured to the extent of their respective interests as long as they are interested in the said property, and their receipt will be a full discharge of Sasria in respect of such loss or damage. Save as expressly provided nothing in this Policy will modify or affect the rights and legal responsibilities by the Insured or Sasria under or in connection with this Policy or any condition or term of it.

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

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

3.0. Memoranda

3.1. **Replacement Value Condition**

Where an Insured vehicle defined in 1.1 (a) is less than 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 as new – then 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) in the event of the total loss of such vehicle . This condition applies only to vehicles not exceeding 3500 kilograms gross vehicles mass.

3.2. If, to Sasria's knowledge, the vehicle is the subject of a suspensive sale or similar agreement and the vehicle is written off, stolen or hijacked and the insured is permanently deprived of the use of the vehicle , payment in settlement of the claim shall be made to the titleholder whose receipt shall be a full and final discharge to Sasria in respect of such loss or damage.

3.3 If any part, accessory or fitment needing to be repaired or replaced, following insured damage to the vehicle/s described in the schedule, being unobtainable in the republic of South Africa, Sasria's liability shall be limited to payment of a sum equal to the value of a Standard ready manufactured part, accessory or fitment at the date of loss or damage, but not exceeding the maker's latest list price.

3.4 Sasria will only pay up to 10% of the insured value of the vehicle in respect of accessories fitted in or on the vehicle; if the value exceed 10% of the insured value of the vehicle then the

accessories must be specified on the schedule and be insured under the Plant category, for them to be covered for Sasria purposes.

EXCEPTIONS

This Policy <u>does not cover:</u>

1. Consequential Loss from any cause whatsoever, depreciation of any nature which will also mean decrease in value of the insured property however it arises, consequent upon it having sustained damage insured against and continuing after the repair of such damage, wear and tear and mechanical or electrical breakdown, failure or breakage.

2. Loss or damage occasioned by permanent or temporary dispossession of the insured property resulting from confiscation, commandeering or requisitioning by any lawful authority.

3. Loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of any War Damage Insurance and Compensation legislation.

4. Any loss or damage related to or caused by:
   i. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war;

   ii. mutiny, military rising, military or An invasion from abroad, or an internal rebellion, where armies are drawn up against each other, when the laws are silent, and when the firing of towns becomes unavoidable., martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;

   iii. the act of any lawful authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clause (i) or (ii) above.

5. Any claims arising out of any legal responsibility assumed by the Insured by agreement, unless or if such legal responsibility would have attached to the Insured in the absence of such agreement.

6. Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising from it or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion will include any self-sustaining process of nuclear fission.

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

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

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

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for

political, religious, ideological or personal purposes or reasons including the intention to influence any government and /or to put the public, or any section of the public in fear.

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

CONDITIONS

1. Claims Procedure

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

2. Subrogation

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

3. Contribution

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

4. Precautions

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

5. Transfer

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

6. Arbitration

a. If any difference or dispute arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine.

b. Where any difference or dispute in terms of paragraph (a) above is to be referred to Arbitration the award of the Arbitrator(s) will be final and binding and the making of such award will be a condition precedent (i.e. a prior requirement) to any right of action against Sasria under this Policy being pursued.

7. Limitation

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

8. **Average**

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

9. **Total Loss of Property**

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

10. **Premium**

Note that whenever the period of insurance on this policy is less than 12 months, the minimum premium to be paid by the Insured will be the full annual premium.

11. **Validity**

This Policy will not be valid unless a signature attesting the authenticity of a document already signed by another by the Nominated Insurer.

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

Sasria will not be liable for any loss or damage to the property if at the time of such loss or damage the property was used either by the Insured or any person knowing at that time that the property should have been insured at a rate or premium that is higher than what has been charged, but they did not act to correct that, so that the correct rate or premium was not applied.

13. **Territorial Limitation**

Sasria only insures property that is in the Republic of South Africa and will insure property in Namibia only when it is there temporarily for a period of not more than 60 consecutive days.

14. **Cancellation**

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

15. **Fraud**

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

16. **Misrepresentation**

This policy will not be legally binding if the Insured makes a false statement of any material (important) fact on his/her application, an inaccurate physical or legal description of property or when the Insured does not provide any important information about the property being insured.

17. Reporting Claims to Authorities

All things that happen or takes place especially things of importance which may give rise to a claim in terms of this policy must be reported to the South African Police as soon as reasonably possible.

18 Declarations

The insured has the responsibility of declaring all fleet vehicles insured for Sasria purposes at the end of each insurance period within 45 days and the difference in payment be made to Sasria or a refund be paid to the insured.

19 Listing of Vehicles

The insured has the responsibility of providing the Non Mandated Intermediary with the list of all vehicles being insured for Sasria purposes as and when required by Sasria.

20 Uninsured Third Party vehicles

The motor cover extends to damage of an uninsured third party motor vehicle, if the damage happened as a result of an insured motor vehicles, whilst a Sasria peril was taking place.

SPECIFIC CONDITION

If, during the operation of this section of the Policy, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended or cancelled, or if he/she or they will be charged or convicted of negligent, reckless or improper driving, notification must be sent in writing to Sasria immediately when the insured has knowledge of such fact.

Sasria SOC Limited
P.O. Box 653367, BENMORE, 2010
36 Fricker Road, Illovo, Sandton, 2196
Tel: +27 11 214 0800 or 086 172 7742 (Switchboard)
Reg. No.1979/000287/30
VAT Reg. 4140119340
FSP License No.: 39117

DISCLOSURE NOTICE TO NON-LIFE (SHORT-TERM) INSURANCE POLICYHOLDERS IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES (FAIS) ACT 37 of 2002

(This Notice does not form part of your insurance policy)

Insurer: Sasria SOC Limited
Sasria SOC Ltd ("Sasria") is an authorised Financial Services Provider (FSP) registered under FSP number 39117.

Postal Address	**Physical Address**	**Telephone Number**	
P.O Box 653367, Benmore, 2010	36 Fricker Road, Illovo, Sandton, 2196	(011) 214 0800 or 086 172 7742	

Relevant Insurance Cover Held: Yes

Financial Products: Non-Life Commercial & Personal Lines

Conflict of Interest Policy: Sasria has adopted a Conflict of Interest Management Policy to avoid and mitigate any potential conflicts of interest. The policy is available at www.sasria.co.za

Compliance Officer	**All Complaints and Compliance related queries to be addressed to:**	**Claims Notification Procedures:**	**Email Address:**
Mr. Mziwoxolo Mavuso Tel: 011 214 0800	Compliance Officer Sasria SOC Limited P.O Box 653367, Benmore, 2010	In the event of a claim, all relevant documents relating to your claim must be submitted to the Agent Company, the name and address of whom appears below.	mziwoxolom@sasria.co.za or contactus@sasria.co.za Website: www.sasria.co.za

If you have any claims and compliance-related issues that have not been resolved to your satisfaction by Sasria, you may address your queries to:

National Financial Ombud Scheme	**NFO Cape Town** 6th Floor, Claremont Central building, 6 Vineyard Road, Claremont Cape Town, 7700 **NFO Johannesburg** 110 Oxford Rd, Houghton Estate, Johannesburg, 2198	**Telephone:**0860-800-900 **WhatsApp:**066 473 0157	**Email:** info@nfosa.co.za **Website:** www.nfosa.co.za

FAIS Ombudsman	**Postal Address:** PO Box 41 Menlyn Park 0063 **Physical Address:** Menlyn Central Office Building, 125 Dallas Avenue, Waterkloof Glen, Pretoria, 0010	**Telephone:** 012 762 5000 **Share Call:** 086 066 3274	**Email:** info@faisombud.co.za **Website:** www.faisombud.co.za
Financial Sector Conduct Authority	**Postal Address:** PO Box 35655, Menlo Park, 0102 **Physical Address:** 41 Matroosberg Road Ashlea Gardens, Pretoria, 0002	**Telephone: 012 428 800** Switchboard: 0800 20 37 22 **Fax:** 012 346 6941	**Email:** info@fsca.co.za **Website:** www.fsca.co.za

ABOUT YOUR SASRIA COUPON/ POLICY

Name and Address of Sasria Agent Company	This is the underlying Insurer who issue your Sasria Coupon/ Policy on behalf of Sasria SOC Limited
Details of Policy	Cover is provided in respect of all classes of business as per the underlying policy, subject to those classes insurable by Sasria.
Premium R **Frequency of Premium** **Payments Manner of Premium** **Payments Due date for**	These details are reflected in the quotation, in the policy schedule and in the Disclosure Notice forming part of disclosure for the underlying policy
Consequences of Non-payment of Premium	Cover will cease in the event of the policyholder failing to pay premium. Please refer also to the Disclosure Notice document which provided further details as to premium and monetary obligations.

Sasria is striving for excellence. Should we fail to deliver on our service promises or for any complaints, you can send an email to: contactus@sasria.co.za