HEREFORD

RISK MANAGEMENT



PERSONAL

Asset Insurance

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Understanding Your Policy

HEREFORD
RISK MANAGEMENT

INTRODUCTION

Welcome to Hollard

This policy intends to give you peace of mind that you will be covered when an unexpected event negatively affects you or your insured property. You are only covered for the sections you have chosen, as shown in your policy schedule. We will pay a claim during the period of insurance on the following conditions:

- Your premiums are paid and up to date.
- You give us all the information that affects the risks we insure.
- You keep to all the terms and conditions of this policy.
- No exclusions listed in your policy wording or policy schedule apply to the claim.

The parties to this policy

This policy is a legal contract between Hollard and the policyholder. Only the policyholder has rights under this policy – even though we have defined "you" to include other persons.

- ### The insurer

  'We', 'us' and 'our' refers to **The Hollard Insurance Company Limited (Hollard)**, registration number 1952/003004/06, a licensed Non-life insurer and an authorised Financial Services Provider.

  - Certain services and functions are performed by our service providers and administrators, as shown in your policy schedule's disclosure section.
  - The words 'we', 'us' and 'our' include our service providers and administrators, even though they are not parties to this policy.

- ### The policyholder

  'You' and 'your' refer to the policyholder named in your policy schedule and who is the owner of this policy. The policyholder could be a natural person or a juristic entity:

  - **Natural person:** If the policyholder is a natural person, then the reference to 'you' and 'your' includes that person's partner and members of their family who are financially dependent on them and permanently live at the same address. If applicable, it includes that person's own legal representatives.
  - **Juristic entity:** If the policyholder named in your policy schedule is a juristic entity (company, close corporation or a trust) then the reference to 'you' and 'your' includes the directors, members or trustees (as applicable).

- ### The co-insured

  The co-insured refers to another natural person or juristic entity (company, close corporation or trust) who has an insurable interest in only certain property which is insured under this policy. The co-insured named in your policy schedule is noted for their respective rights and interests applicable. The co-insured is also covered for their personal legal liability.

Your policy is a legal contract

Your policy is a legal contract, which includes the proposal form, the policy schedule and the policy wording. You must read your policy wording and your policy schedule together.

- Make sure you understand what you are covered for, what you are not covered for (referred to as exclusions), and what your responsibilities are.
- Any changes that you make to your policy will only be in place once we have agreed to them, and have sent you your new policy schedule.
- This policy wording replaces all previous policy wordings relating to this product sent to you for this cover. The policy wording will always be the final determining factor if we disagree on the meaning or interpretation.

The proposal form

The proposal form contains the information provided by you, when you asked your broker to insure you under this policy.

- It includes the supporting documents that were requested.
- If you make any changes to the policy after the inception date, the written instruction or telephonic conversation (if recorded) we had with you when you made the changes, will also be part of this policy.

The policy wording

The policy wording is this document and includes the general terms and conditions and the cover sections as explained below:

- The **Understanding your policy** section includes all the terms and conditions that apply to all the cover sections.
- The **cover sections** set out the terms and conditions specific to each cover section. This policy wording includes all the cover options, but only the cover sections as shown in your policy schedule apply to your cover.

The policy schedule

The policy schedule is a separate document and is issued with your policy wording. It sets out specific details about the policyholder, the co-insured (if applicable), insured property, premiums, sums insured, limits, excesses and specific information that is not in the policy wording. If you find any errors in your policy schedule, please contact your broker.

Rules on interpretation

South African law applies to this policy and only South African courts may deal with any dispute about this policy, except for liability claims as required.

- The headings in the policy are for reference only and will not affect the meaning of the terms and conditions to which they relate.
- Days refer to ordinary calendar days, including weekends and public holidays.

Our correspondence with you

- We will assume that you have read and received our correspondence if it was sent to the email address provided in your policy schedule, or if it was sent to you via your broker. If you do not keep to the terms of this policy, we can refuse pay-out or we can cancel your policy.
- We are not bound by any changes unless we agreed to them in writing and have included them in this policy by issuing you with a new policy schedule.
- If we take legal action against you, the summons will be delivered to your physical address as shown in your policy schedule.

The privacy of your personal information

We care about the privacy, security and online safety of your personal information and we take our responsibility to protect this information very seriously. Below is a summary of how we deal with your personal information. For a more detailed explanation, please read our official Privacy Notice on our website.

- **Processing your personal information:** We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.
- **Sharing your personal information:** We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and conduct surveys.
- **Accessing your medical information:** We may ask you to undergo any necessary medical testing or examinations. We may also ask you to send us any medical information including the results of any blood testing we need in order to accurately assess our risk or your claims.
- **Protecting your personal information:** We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access, and disruption of services.
- **Receiving marketing from us:** We will not use your personal information to send you any information about products or offers from Hollard or Hollard's partners. However, we will still send you communications about this product.

Report and prevent fraud

Fraud affects the insurance industry as a whole. It increases claims costs, which in turn increases premiums. Hollard is committed to preventing fraud and we have our own internal Anti-Fraud policy. Please report any suspicious or unethical activity anonymously on **0801 516 170** (toll-free) or via email at **Hollard@tip-offs.com**.

GENERAL DEFINITIONS

Accident/accidental damage	A sudden, unforeseen and unintentional event which is caused by mishaps or negligence. For example, a car accident, accidentally breaking a window, dropping a heavy pot or breaking kitchen tiles.
Cover start date or transaction date	The date when cover for an item or a benefit starts, as shown in your policy schedule. The cover start date or transaction date for different items or benefits may be different.
Domestic employees	People employed by you at your home, such as cleaning staff, nannies, au pairs, drivers and gardeners.
Electricity grid failure	Is an interruption to or suspension of electricity supply, in any manner and from any source, and for any reason (including damage and any inability and/or failure on the part of the supplier) which affects an entire municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time, including any interruption, power surge or suspension at the reconnection or reinstatement of electricity supply.
Insured event	An insured event is unforeseen which happens unexpectedly and unintentionally and it may be a single incident or an uninterrupted series of incidents related to the same cause that results in loss or damage. All benefits under this policy are based on loss or damage caused directly by an insured event during the period of insurance, unless we say differently.
Excess	This is the first amount you must pay towards a claim under this policy. The excess amounts are included in your policy schedule.
Inception date	The date on which your cover under this policy first starts, as shown in your policy schedule.
Insured property	Everything you insure with us under each cover section, as shown in your policy schedule.
Limit	This is the maximum amount that we will pay for a claim. The limit could be the sum insured, or it could be a lesser amount that we are prepared to cover you for. The limits for all benefits are shown in your policy schedule.
Loadshedding	Is the intentional, total or partial, withholding of electricity supply (from any source) by any party other than the insured, implemented in phases, which do not affect a municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time.
Malicious damage	Is the illegal and deliberate damage caused to your property, by another person. Damage to your insured property that is caused deliberately by another person with no intention of getting any benefit in return.
Partner	A person who is your permanent life partner and who you have lived with for longer than 12 months, your spouse or civil union partner.
Period of insurance	Any period of time for which you have paid the premium.

Premium	The amount that you agreed to pay to us in return for cover under this policy, as shown in your policy schedule.
Premium collection date	The date on which you must pay the premium. • **Monthly premiums:** The date shown in your policy schedule on which we will debit your bank account. • **Annual premiums:** The date each year on which you must pay the full annual premium, or on which we will debit your bank account if the premium is paid via debit order.
Renewal date	The date on which we will review your policy every year, as shown in your policy schedule.
Sum insured	The amount that you or your insured property is covered for, as shown in your policy schedule.

ADDITIONAL INFORMATION

About your broker

Hollard has approved the broker, a financial services provider, to market and sell its products. The broker must provide certain information about themselves as well as about the insurer (see 'we', 'us' and our' above). The broker will maintain your policy, communicate with you and be the contact point between yourself and Hollard for claims or policy changes. The broker will receive commission from Hollard. The commission amount is shown in your policy schedule. We may not cancel your policy merely by informing your broker. We must provide a notice to you as required by law.

About Hollard

Hollard is a licensed Non-life insurer and an authorised Financial Services Provider. Hollard is a public unlisted company and has Professional Indemnity insurance and Fidelity Guarantee insurance in place. Hollard receives your premium and is responsible for your claims. You can contact us at the below contact details:

Postal address:
PO Box 87419
Houghton, 2041

Hollard Head Office:
Tel: 011 351 5000
Web: **www.hollard.co.za**

Physical address:
Hollard Villa Arcadia
22 Oxford Road
Parktown
2193

Compliance department: **compliance@hollard.co.za**

About the underwriting manager

Hollard appointed the following underwriting manager to perform certain functions on its behalf:

ITOO Special Risks

ITOO Special Risks (Pty) Ltd (ITOO) acts as an Underwriting Manager for The Hollard Insurance Company Limited and has a signed binder agreement to this effect.

In terms of this agreement, ITOO may:

- enter into, vary and renew policies
- determine the premiums
- determine policy wording

- determine policy benefits
- settle all valid claims.

Hollard pays ITOO a binder fee for performing the abovementioned function as well as a share in the profits of the scheme. ITOO is an authorised Financial Services Provider (FSP), FSP number 47230, registration number 2016/281463/07. ITOO has Professional Indemnity insurance and Fidelity Guarantee insurance in place.

ITOO will assist you with any queries on claims. Please call **086 100 4866** on weekdays between 8am and 5pm, and select the reason for your call. Your call will be routed directly to ITOO.

Postal address
ITOO Special Risks
PO Box 87419
Houghton
2041

Physical address
ITOO Special Risks
Villa Arcadia
22 Oxford Road
Parktown
2193

Tel: 011 351 5000
Fax: 011 351 8015
Web: **www.itoo.co.za**

Compliance officer: Associated Compliance, 011 678 2533, **craig@associatedcompliance.co.za**

Conflict of interests relating to ITOO

- ITOO receives more than 30% of their income from any insurer.
- ITOO does not have a relationship with any insurer that provides a financial interest other than ownership.
- ITOO does not have a relationship with any other broker or binder holder and/or administrator that provides an ownership or financial interest.
- ITOO does not have a relationship with any distribution channel that provides an ownership, financial interest or support service.
- The Hollard Group has an equity interest in ITOO and Hollard has appointed a non-executive director to the board of ITOO.

Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these. A full copy of ITOO's Conflict of Interest Management policy is available on their website at **www.itoo.co.za** or by written request to **info@itoo.co.za**.

HOW TO COMPLAIN

We hope that you never have reason to complain, but if you do, there are a couple of options available to you. While you may contact the Ombuds at any time, we would encourage you to please contact your broker first and follow the five-step process below:

Step 1: Complain to your broker

If you have a complaint about this policy or the service you received from us, please contact your broker to discuss your complaint and seek a resolution.

Step 2: Complain to Hollard

Unresolved complaints: If your complaint is not resolved by your broker, please contact us on our dedicated complaints contact details below and we will do our best to find a solution to your complaint.

Claims: If we do not accept a claim or if you don't agree with the amount of the claim paid, you may ask us to review our decision within 90 days of the date that you received our decision.

Hollard Insure Complaints Team
The Hollard Insurance Company Limited
PO Box 87419
Houghton
2041

Tel: 011 351 2200 on weekdays between 8am and 5pm
Email: **hollardinsurecomplaints@hollard.co.za**

Step 3: Complain to Hollard's Internal Adjudicator

If you are still unhappy after you have asked us to review our claims decision, you may email Hollard's Office of the Internal Adjudicator (OIA). The Internal Adjudicator will investigate your complaint objectively and fairly.

Email: **oia@hollard.co.za** Tel: 011 351 5652 Fax: 011 351 0801

Step 4: Complain to the Ombuds

In the unlikely event that you are still unhappy after following the steps above, you may send your complaint to the following Ombuds, depending on the nature of your complaint.

FAIS Ombud – Complaints on how this policy was sold to you

If you have a complaint about how this policy was sold to you and your complaint is not resolved to your satisfaction by your broker or Hollard, you may contact the FAIS Ombud. You must do so within six months after receipt of the final response to your complaint from your broker or Hollard.

The FAIS Ombud
PO Box 41
Menlyn Park
0063

Tel: 012 470 9080 or 012 762 5000
Fax: 011 726 5501

The FAIS Ombud
Menlyn Central Office Building
125 Dallas Avenue
Waterkloof Glen
Pretoria
0010

Email: **info@faisombud.co.za**
Web: **www.faisombud.co.za**

The National Financial Ombud Scheme South Africa NPC – any other complaints that are not related to how the policy was sold.

The National Financial Ombud Scheme South Africa NPC ('the NFO') provides a free service that would assist with an independent review of your complaint, you may send your complaint to the NFO at the following details:

Contact details

Tel: 0860-800-900 Email: **info@nfosa.co.za** Web: **www.nfosa.co.za**

Physical addresses

NFO Johannesburg Office
110 Oxford Rd
Houghton Estate
Johannesburg
Gauteng
2198

NFO Cape Town Office
Claremont Central Building
6th Floor
6 Vineyard Road, Claremont
Western Province
7700

Step 5: Take legal action

You may take legal action against us within 270 days of the date that you received our claims decision. To take legal action, a summons must be served on us. If this is not done in time, you will lose your right to claim and we will no longer be responsible for that claim. You may also choose to take legal action against us without first asking us to review our claims decision or contacting the NFO. If you take legal action against us before contacting the NFO, you can only approach them for assistance after you have withdrawn the summons against us.

WHEN AND HOW TO PAY YOUR PREMIUMS

All premiums must be paid in advance, either monthly or annually, as shown in your policy schedule. We may change the premium after a policy change, a claim or on the renewal date. Premiums must be paid in South African rands only.

Monthly premiums

If you chose to pay your premium monthly your choice is shown in your policy schedule. Your premium is due on your chosen premium collection date, but your cover runs for a calendar month.

For example: A full month's premium collected on any day in May means you are covered from 1 May to 31 May.

Your first debit order

Depending on when your policy is activated, your first debit order might not be in time for our debit order run. Note that if your first debit order fails, this policy will not start and you will not be covered.

- **When your cover start date is on the 1st of the month**
  - If your policy is activated in time for our debit order run, we will debit your account on your chosen debit order day with one month's premium for cover from your cover start date until the last day of that month.
  - If your policy is not activated in time for our debit order run, there are two options available:
    - We can debit your account on your chosen debit order day in the following month with two full months' premium. This will cover you from your cover start date until the last day of the following month (double debit).
    - You can ask us to do an interim debit order to collect the first month's premium and then we will only collect one month's premium on your chosen debit order day in the following month.
- **When your cover start date is not on the 1st of the month**
  - If your policy is activated in time for our debit order run, we will debit your account on your chosen debit order day with a pro-rata premium for cover from your cover start date until the last day of that month.
  - If your policy is not activated in time for our debit order run, there are two options available:
    - We can debit your account on your chosen debit order day in the following month with the pro-rata premium plus one month's full premium. This will cover you from your policy start date until the last day of the following month.
    - You can ask us to do an interim debit order to collect the pro-rata premium and then we will only collect one month's premium on your chosen debit order day in the following month.

One-month grace period on subsequent debit orders

From the second month of cover, we allow a one-month grace period (extra time) for you to pay your premium. We will not pay any valid claims that happen during the grace period unless you pay the outstanding premium within the grace period.

Working days only

If your debit order date falls on a Sunday or public holiday, we will debit your bank account on the first working day before or after the Sunday or public holiday.

Rejected and stopped debit orders

- If a debit order is rejected because of insufficient funds, we will debit your bank account with two months premium on your next debit order date.
  - If that collection is successful, your policy will continue.
  - If that collection is not successful, your policy will end at midnight on the last day of the calendar month for which the premium was received.

- If you stop a debit order directly with your bank we will not attempt another collection. Your policy will end at midnight on the last day of the calendar month for which the premium was received.

Changes to your policy

If you make a change to your policy which affects your monthly premium, the following applies:

- **Changes effective on the first of the month:** We will amend your monthly debit order with the new premium.
- **Changes effective on any other day of the month:** Because your cover runs for a calendar month, it means that there will be a pro-rata premium due to amend your cover from the effective date of the change until the last day of the month. We will amend your monthly debit order with the new premium and we will deal with the pro-rata portion as follows:
    - **Reduction of your monthly premium:** If the change reduces your monthly premium, we will reduce your next debit order with the portion of the premium we owe you for cover until the last day of the month (the pro-rata premium).
    - **Increases to your monthly premium:** If the change increases your monthly premium, we will increase your next debit order with the portion of the premium you owe us for cover until the last day of the month (the pro-rata premium).

If cover ends

If your cover ends because you cancel it, we cancel it or there is a total loss claim, we will pay back that portion of the monthly premium which relates to the period after the date the cover ended. We have the right to keep a small portion of any premium we refund to you, to cover our costs. We will not pay back any premium if we cancel your cover because of fraud.

Annual premiums

If you chose to pay your premium annually your choice is shown in your policy schedule.

Period of insurance

Your cover is in place for 12 months after your cover start date and each subsequent renewal date once you have paid your premium.

Payment via EFT or direct deposit

If you chose to pay your annual premium via electronic fund transfer (EFT) or direct deposit, then your broker will provide you with our banking details. We allow a one-month grace period (extra time) from your cover start date and each renewal date for you to pay your annual premium.

- **Cover start date:** If your first annual premium is not received within one month after your cover start date, this policy will not start and you will not be covered.
- **Renewal date:** If any following annual premiums are not received within one month after your renewal date, your policy will end on the last day of the previous period of insurance.
- **Claims during the grace period:** We will not pay any valid claims that happen during the grace period of one month unless you pay the outstanding premium within the grace period.

Payment via debit order

If you chose to pay your annual premium via debit order, then your premium is due on your chosen premium collection date. We will debit your bank account every year on your premium collection date.

- **Working days only:** If your debit order date falls on a Sunday or public holiday, we will debit your bank account on the first working day before or after the Sunday or public holiday.
- **Rejected debit orders:** If a debit order is rejected because of insufficient funds, we will debit your bank account again after a one-month grace period.
    - If that collection is successful, your policy will continue.
    - If that collection is not successful, your policy will end on the last day of the previous period of insurance, unless it was your first debit order in which case your policy will not start.

- We will not pay any valid claims that happen during the one-month grace period, unless you pay the outstanding premium within the grace period.

- **Stopped debit orders:** If you stop a debit order directly with your bank we will not attempt another collection. Your policy will end at midnight on the last day of the previous period of insurance.

Changes to your policy

If you make a change to your policy during the period of insurance which affects your annual premium, the following applies:

- **Reduction to your annual premium:** If the change reduces your annual premium, we will pay back the portion of the premium we owe you.
- **Increases to your annual premium:** If the change increases your annual premium, you must pay a pro-rata premium. This pro-rata premium will cover you from the effective date of the change, until your next renewal date. You must pay the pro-rata premium within thirty days from the effective date of the change.

If cover ends

If your cover ends because you cancel it, we cancel it or there is a total loss claim, we will pay back that portion of the annual premium which relates to the period after the date the cover ended. We have the right to keep a small portion of any premium we refund to you, to cover our costs. We will not pay back any premium if we cancel your policy because of fraud.

WHEN POLICY CONDITIONS CHANGE

We will tell you at least 31 days before the effective date of any changes we make, as set out below. We will send you an updated policy schedule, policy wording and an explanation of the changes.

We will renew your policy every year on your renewal date

- **Inflationary increases:** Each month, we will automatically increase the sums insured for your Buildings, Household contents and All Risks – unspecified, by an inflation-linked percentage. At your renewal date, the increased sum insured will be formally shown in your policy schedule, and your premium will be adjusted accordingly.
    - You are still responsible for making sure that the sums insured are enough to cover your insurance needs. Contact your broker immediately if you need further advice on whether you need to change your sums insured.
- **Premium changes:** When we review your premium, we consider several different factors, like your address, security measures, environmental changes, inflation and changes to your sums insured.
- **Limits and excesses:** We may also change the limits and excesses that apply to your cover.
- **Automatic renewal:** Unless you tell us that you want to make changes to our renewal terms, we will automatically renew your policy on the terms shown in the updated policy schedule and policy wording.

We may make changes to your policy

- We may change the terms and conditions of this policy at any time, and not just on your renewal date. A change might affect the sums insured, limits, your premium and excesses.
- If legislation changes, this policy will be aligned with the change, until such time as the policy wording is updated.

You may make changes to your policy

- Any changes may affect your premium. Changes will only be in place once we have agreed to them and have sent you your new policy schedule.
- If we agree to change some policy requirements, it does not mean that we have agreed generally to change all the requirements.

YOUR RESPONSIBILITIES

You must give us all material information

- Material information is essential information which can influence our decision whether to accept a risk at your inception date or cover start date, to apply more conditions, or to change your premium.

Examples of material information: Your insurance claims history, changes to the regular driver of your vehicle, or your building's security measures.

- You must give us all material information, and tell us within **21 days** from the date that any material information changes. The most important changes you must tell us about are listed below, but there could be others:
    - If your home is unoccupied for more than 60 consecutive days.
    - If the security measures in your building changes.
    - If the regular driver of your car or motorbike changes.
    - Before alterations or renovations are made to your building.
    - If your policy schedule details are no longer accurate, for example, you change your address or if you purchase a new insured property.
    - If you run a business from your home.
    - If you are charged or convicted of a criminal offence.
    - If another insurer declines to provide insurance, cancels or refuses to renew a life insurance or short- term insurance policy for you, anyone living with you or anyone who is covered under this policy.
    - If you start working again after you told us that you are retired.

The term 'retired' means that you are not actively working on a daily basis, you do not earn a regular income, and you are not gainfully employed.

- If any material information is incomplete or incorrect at any time, our decision was based on incorrect information. This means we may not have agreed to cover or continue to cover your property on your current premium, limits or conditions.
    - We may cancel your cover from the date that you gave us incorrect information or from the date that there was a change in the risk that you did not tell us about. If we cancel, you will lose your right to claim and we will pay back all the premiums we have received after the date of cancellation, less any claims we may have paid.
    - If we do not cancel your cover, we may then apply special conditions, a reduced sum insured, a reduced limit, an increase in premium or a higher excess.

You must be honest

All dealings about this policy must be done honestly and in good faith. If you are involved in fraudulent behaviour, we will cancel your policy from the date of the fraud. You will lose your right to claim and we will not pay back any premiums we have received. We may also take legal steps and to recover any expenses from you.

Example: Intentionally giving us false information to reduce your premium or exaggerating the amount of a claim.

You must maintain your property and prevent loss or damage

- You must maintain your insured property and take all reasonable steps to prevent loss or damage and to minimise the cost of a claim.

Example: You must make sure that the gutters of your home are cleaned regularly to prevent your home from being flooded by overflowing gutters during a storm.

- After an event, you must take reasonable steps to protect your property from further loss or damage.

Example: If a leaking pipe causes your home to flood, you have a responsibility to call in a plumber to turn off the flow of water to prevent further flooding and damage to your property.

- Do not leave keys to your home, vehicles or safes at an unsecure place, or with any person who does not share your responsibility for your insured property.
- You must prevent injury to other people and prevent damage to their property.

You must have an insurable interest

In order for an insurance policy to be valid, you must have an insurable interest in all the insured property throughout the period of insurance. Having an insurable interest in an item means that any loss or damage to the item will cause a financial loss to you. If your insurable interest in your insured property changes, you must tell us.

Example: A parent does not have an insurable interest in their child's vehicle if all of the following applies:

- The vehicle is registered in the child's name.
- The vehicle is paid for by the child.
- The child is not financially dependent on the parent.

Review your sums insured regularly

You are responsible for making sure that the sums insured are enough to cover your insurance needs so that you are not underinsured. To cover your insured property fully, it is important to review the sums insured regularly.

You must keep to the terms and conditions

You, any person covered under this policy and the co-insured (if applicable), must comply with all the rules, terms, conditions, your responsibilities and the claims process shown in your policy wording and policy schedule. Any exclusions will also apply to the co-insured.

Obey the law

- You must comply with the law at all times, including any by-laws and regulations relevant to your property. Do not use your insured property in connection with any criminal offence. You must also obey the laws of other countries when you are travelling.
- We will not cover loss, damage or liability if you are involved in a criminal act. We may reject a claim and we may ask you to pay back any benefits that we may have paid for that claim and any costs we may have incurred relating to that claim.

You may not transfer your rights to another person

This policy does not give any rights to any person other than the policyholder or the co-insured (where applicable). You may not transfer your rights to benefits payable under this policy to another person. If you try to transfer the rights to any benefits in this policy to another person, we will not recognise that contract. We will continue our contract with you as if you had not contracted with someone else.

CLAIMING UNDER THIS POLICY

Introduction

This section tells you everything you need to know about how to claim under this policy.

- However, because some cover sections have additional conditions or requirements that apply **only** to that cover section, you should always read this section together with the cover section you are claiming under.

- This section does not apply to the following cover sections – please refer to these cover sections for all the information on claiming:
    - Cyber insurance
    - Legal costs
    - Personal accident
    - Personal liability

How to claim

Step 1: Inform the police within 24 hours

This is particularly important when property has been stolen, a motor accident has occurred, people have been injured or died, or a criminal act is suspected. Take all reasonable steps to recover any stolen property and, where safe to do so, find the guilty person.

Step 2: Tell us right away

Contact your broker to notify us of a claim as soon as possible, but not later than 30 days after the event.

Step 3: Send us the evidence and documents we ask for within the reasonable time that we give you

We typically need the following information, but we may ask for more depending on the details of your claim:

- **Buildings, Household contents and All Risks**
    - A description of the damage for which you are claiming.
    - Photographs taken of the scene (if any were taken).
    - Copies of damage reports (if done).
    - Proof of forcible or violent entry to, or exit from, the building or the premises (in the event of theft).
    - The police case number (in the event of loss of an item, theft, suspected theft or criminal acts).
    - The details of witnesses and any other persons who were involved in the incident (if applicable).
    - Details of any other insurance that also covers the same insured property.
- **Motor**

  In addition to the information listed above, we will also need the following:
    - A sketch and a description of the incident.
    - The driver's details and identity number. If the driver does not have a South African driver's licence, we need a copy of their valid international or SADC driver's licence.
    - The police reference number (accident report or case number).
    - A copy of the statement made to the police.

Step 4: Give us proof of ownership and proof of value when we ask for it

- Proof of ownership or value includes documents such as a sales receipt that notes the item's description or code, the price, the date, and the place where you bought the item from.
- If we specifically require a valuation certificate, it will be stated under the cover section.
- For claims under the **Motor** cover section, we will always need a copy of the vehicle's registration document as proof of ownership.

Step 5: Send us any further documentation you may receive

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

Step 6: Allow us to assess the damage

- If your insured property is damaged, you must allow us the opportunity to assess the damage. You may not do any of the following until we have given you the go-ahead:
    - Abandon or get rid of the damaged insured property.
    - Replace the damaged insured property, or have it repaired except for emergency repairs under the **Motor, Pleasure-craft, Buildings** and **Household contents** cover sections.
- If you replace, repair or dispose of the damaged insured property before we have had a chance to assess the damage, we may reject your claim. If we decide to settle your claim, we will only pay you the amount that we would have paid had we repaired or replaced the insured property ourselves.

Step 7: Give us proof of claims preparation costs

- We may ask you to give us extra information or to certify information to support your claim.
- We will pay up to the limit shown in your policy schedule per claim for the reasonable costs you had to pay in getting or certifying this information.
- You must give us proof of these costs before we will pay you back.
- However, we will not pay for the services of a public adjuster. A public adjuster is an independent, professional claims handler that you may hire to help settle a claim on your behalf.

Step 8: Sign an Agreement of Loss (AOL)

You may have to sign an AOL document which includes the settlement details of the claim before we finalise the claim.

If you don't follow the claims steps

If the above steps are not followed, or you do not send us the information we ask for within the reasonable time we gave you, we may reject your claim.

Be aware of your responsibilities on liability claims

- Another person can hold you legally liable for bodily injury, death or damage to their property which was caused by an accident that you are responsible for. This is referred to as a third party liability claim as explained under the **Personal liability**, **Motor** and **Pleasure-craft** cover sections. You must tell us immediately after you become aware of any action or possible action against you, for example, if you receive a summons from the court.
- You must never do any of the following because it may affect your claim:
    - Never admit guilt, fault, or liability, or incur any legal costs without first getting our permission.
    - Never offer or negotiate to pay for the damage or the other person's insurance excess.
- Please read the section called **Third party claims** for a full explanation of how the liability claims process works and what your responsibilities are.

You must help us with recoveries from third parties

After we have paid or agreed to pay a claim for loss or damage caused by a third party, we are entitled to exercise, in your name if necessary, all rights of recovery against that third party and if applicable, defend any case brought against you. This applies even if payment is made on an interim or partial basis, during ongoing claim settlement, or where an excess or underinsurance applies.

These rights arise under common law and under this policy and operate together. To the extent allowed by law, this policy extends our rights of recovery beyond common law by allowing us to pursue recovery even where you have not yet been fully indemnified.

Where a loss includes both insured and uninsured portions (for example, an excess or underinsurance), we may pursue recovery of the full loss from the third party in a single action. If a recovery is made, any uninsured portion recovered will be paid to you, and we will retain the amount we paid under this policy.

- To enable us to pursue recovery from the third party, and to manage any defence we conduct, you agree to the following:

- Once we have settled your claim, you may not claim directly from the third party for the same loss or damage.
- You consent to recovery or defence proceedings and agree not to withhold or withdraw that consent while they are being pursued.
- As we pay the reasonable legal costs, we may appoint legal representatives of our choice. Once appointed, we may retain those legal representatives for as long as we reasonably consider necessary, and we will have full control over the conduct, management and settlement of any proceedings conducted in your name.
- You may not withdraw from, settle, compromise or prejudice any recovery or defence without our prior written consent.
- You may not start separate proceedings against a third party for any loss, whether insured or uninsured, without our prior written consent. Where the loss includes insured and uninsured portions (for example, an excess), you may recover only the uninsured portion if we agree and on terms agreed with us, provided this does not prejudice recovery.
- You must promptly provide the information, documents and assistance we reasonably require to pursue recovery or conduct a defence, including signing documents and making yourself available where required.
- You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage, or to pay you for your excess.

- If you don't comply with the above, it may mean that we cannot claim back the amount of the loss or damage from the third party. You may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us, plus any costs.
- Please read the section called **Third party claims** for a full explanation of how the third party recoveries claims process works and what your responsibilities are.

How we may settle your claim

We may choose how we settle your claim and we may choose to repair, replace or pay the amount of the claim, or a combination of these methods.

- This only applies to claims under the **Buildings**, **Household contents** and **All Risks** cover sections.
- Please refer to the **Motor** and **Pleasure-craft cover** sections for additional information on how we settle claims under these cover sections.

Replace or repair

If we replace or repair the insured property, we will apply the following principles:

- We will choose the supplier or repairer and we will pay them directly.
- If you have already done the repairs or replacement, we will refund you up to the amount that we would have paid for the repair or replacement.
- We may reuse existing materials.
- If matching materials are not available, we will try and match the existing materials as closely as possible. If an item needs to be replaced, we will replace it with an item that matches the specification of the damaged item as closely as possible.
- If you are not satisfied with the materials we find as the closest match then you have two options available if we agree to them:
  - You can pay the extra cost of replacing or repairing undamaged parts of the insured property to achieve a uniform appearance.
  - You can ask us to rather pay you the amount that it would have cost us to repair or replace the damaged insured property with the closest matching materials.
- The standard of repair or replacement will not exceed the requirements of any manufacturer or applicable legislation.

Paying the amount of the claim

If we decide not to replace or repair, or if the benefit can only be paid in cash, we will pay you the amount of the claim.

- How much we pay out does not consider the sentimental or other specific value the insured property may hold for you.

- We may transfer money into your bank account, or we may give you a pre-loaded debit card or a voucher.
- The amount may be based on the replacement value of the item, or an amount that we have agreed to with you.
- Claims will be paid in South African rands only except for liability claims where required.

Malicious damage

We cover you for malicious damage to your insured property under the sections you have chosen.

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

An example is someone deliberately scratching the paintwork of your car, or painting graffiti on your wall. You are not covered for malicious damage if:

- you lend, let or sub-let your home, unless you can prove that it was not caused by your tenant; or
- you leave it unoccupied for more than 60 days in any 12-month period.

You are not covered for malicious damage inside your home and outbuildings if they do not comply with the minimum security requirements when the premises are unoccupied.

Noting the interest of financial institutions

If the insured property (for instance your motor vehicle or home) is financed, we accept the financial institution's interest in your property, as explained below:

- **Accepted claims:** We will pay the financial institution first.
    - The financial institution's acceptance of our payment will mean that we have no further responsibility for that portion of your claim.
    - If the claim amount is more than your outstanding loan with the financial institution, we will pay the difference to you.
    - If the claim amount is less than your outstanding loan with the financial institution, we will pay the full claim amount to the financial institution. You will still have to pay the balance of your outstanding loan to the financial institution.
- **Rejected claims under the Buildings cover section:** We will not pay anything to you. However, we will pay the outstanding loan amount or the claim amount (whichever is the lesser) to the financial institution if both of the following apply:
    - The rejection of your claim was not for reasons of fraud, or dishonesty, or misrepresentation or because of your deliberate actions, or any other person colluding with you.
    - The financial institution was not aware of the reasons that led to our rejection of your claim, or the financial institution was aware but they informed us as soon as they became aware of it.

    We reserve our right to recover any payments we have made to a financial institution, from you.

How your excess works

- Your excess is the first amount that you must pay towards a claim under this policy. The excess for each benefit is listed in the Excess and limit section of your policy schedule. The following are the different types of excesses which could apply to a claim:
    - **Basic excess:** This is the amount that you chose for the following cover sections: **Buildings**, **Household contents**, and **Motor**, or the predetermined amount (rand amount or percentage of the claim amount).
    - **Additional/Compulsory excess:** This is an extra amount in addition to your basic excess. If additional excesses apply to you, we will note them in your policy schedule. More than one additional excess can be applied in the event of a claim.
    - **Voluntary excess:** This is an extra amount that you chose on top of your basic excess. If a voluntary excess was selected by you, we will show it in your policy schedule. The voluntary excess will only have to be paid where the excess is shown as the word 'Basic excess'. You don't have to pay the voluntary excess in the following instances:

- Excesses that are shown as the word 'Nil' amount.
- Excesses that are not the basic excess and shown as a rand amount or a percentage of the claim amount.

- All basic excesses (except those noted below) become nil when the policyholder is aged 55 or older, unless the policyholder opts to pay a basic excess, as shown in your policy schedule. In the **Motor** cover section, this applies if the driver at the time of the accident is aged 55 or older. An excess will still be payable regardless of the age of the policyholder for claims related to the following benefits:
  - **Power surge**, under the **Building** and **Household contents** cover section.
  - **Theft of spare wheels** under the **Motor** cover section.
  - **Data restoration** under the **Cyber insurance** cover section.
- If your claim involves more than one benefit under a cover section, you only have to pay the highest excess. The excess that you must pay is the total of all of the following:
  - Your basic excess or alternatively the rand amount or a percentage of the claim amount (as applicable); and
  - Any applicable additional/compulsory and voluntary excesses.
- If you claim under more than one cover section because of the same event, you again only have to pay the highest excess (as explained above) under all the cover sections.
- If we settle a claim by making a payment to you, then we will deduct the excess from the amount we pay. If we settle a claim in any other way, then you must pay the excess directly to the service provider.

How we calculate the claim settlement amount

The purpose of insurance is to restore you to the financial position you were in before the loss of, or damage to, your insured property. This may be based on:

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

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

Example:

Value

If your three-year-old television set is stolen, we may buy you a new one or pay the price of a new one. If your photo album or digital camera is lost, however, we pay only for the album or camera, and not the sentimental value of the photos they contain. If your television set is damaged by lightning and we cannot repair it we will buy you a new one or pay out. The damaged item (salvage) then becomes our property and you may not dispose of it before we agree to it.

Salvage

Any insured property that we decide is uneconomical to repair or any lost or stolen property that is recovered is referred to as salvage and becomes our property after the settlement of your claim.

The maximum amount we will pay

We will never pay more than the limit or sum insured shown in your policy schedule, less the excess. This does not apply to the **If your vehicle is less than 12 months** benefit, under the heading **How much we pay** in the **Motor** section.

- **Theft and malicious damage claims:** The amount we pay out for theft (or attempted theft) and malicious damage claims depends on the underlying circumstances, including the security and occupancy at the time of claim. Sometimes we pay out up to the full sum insured, and at other times we pay a limited amount. These limits are listed in the limits and excesses section of your policy schedule.

Factors that may affect your claim settlement amount

Your claim settlement amount may be affected by any of the following:

- **Underinsurance**
  - If you are underinsured it means that you have insured your property for less than its current replacement value. If you claim, you will then have to accept a part of the loss in proportion to how much you are underinsured by – this is known as the principle of average.

Example: You insured your household contents with us for R800 000. A fire damages your lounge furniture with a current replacement value of R30 000. When we assess your claim, we discover that the current replacement value of all your household contents before the fire is actually R1 000 000 and not R800 000. This means you are underinsured by 20%. We will then only pay R24 000 (80% of R30 000), less your excess.

  - If you are underinsured, we will not repair or replace your insured property. We will pay you in cash only.

- **Dual insurance**

  If you have more than one insurance policy in place that covers the same insured property, the full amount of the claim will be split proportionally between the different policies.

  - The cover you have under each policy will determine how we split the claim amount.
  - If you claim from us, you may not also claim from the other insurer, and if you claim from the other insurer, you may not also claim from us.
  - If you claim from us, we may settle your claim in one of the following ways:
    - We may pay the full claim amount to you and recover from the other insurer the part of the claim that they are responsible for.
    - We may pay only our part of the claim to you and arrange with the other insurer to pay their part of the claim directly to you.
  - Whichever option we decide on, we will pay back the part of the premiums received which relates to the other insurer's part of the claim, but only in respect of premiums received for three years before the date of the claim.
  - It is the other insurer's responsibility to refund the premiums you paid to them relating to our portion of the claim, and you will have to contact the other insurer directly for a refund.

Interest

We do not pay interest on any amount due by us unless ordered to do so by a South African court of law or an arbitrator that we have both agreed to.

We will never pay more than the value of your insured property

We will never pay out more than the value of your lost, stolen or damaged insured property, even if you are over-insured. This also means that we will only ever pay for an item or benefit under one cover section in the event where more than one cover section provides the same benefit, or in the event that you have insured an item under more than one cover section.

Our responsibility ends after we have paid a claim

Once we have paid a claim, we have met our responsibilities to you under this policy. We will not be responsible for any other costs relating to that claim, except if we recover money from other people as explained under the **Third party claims** section at the end of this document.

Salvage belongs to us after a claim

Any insured property that we decide is uneconomical to repair, or any lost or stolen property which is found after a claim has been settled, is referred to as salvage. Salvage is our property and we may sell it to cover our claims cost. If the proceeds of the sale are more than our claims costs, we will pay the difference to you. **This clause does not apply to claims for:**

- Salvage of a pleasure-craft written-off outside South Africa under the **Pleasure-craft** cover section.
- Salvage of a vehicle written-off outside South Africa under the **Motor** cover section.

If you do not agree with our claims decision

Please refer to the process explained under **How to complain**.

Prescription – expiry of claims

- When a claim prescribes, it means that you have lost your right to claim and we will no longer be legally responsible for paying that claim.
- A claim will prescribe after 12 months from the date of the event, unless any of the following applies:
    - You have referred the claim to the National Financial Ombud Scheme South Africa NPC.
    - You have started legal action against us.
    - The claim relates to your legal liability towards another person.

GENERAL EXCLUSIONS – WHAT IS NOT COVERED

You must read these exclusions together with the specific exclusions in each cover section. These exclusions apply to all cover sections of this policy except for:

- **Cyber insurance**
- **Personal accident**

Asbestos

We do not cover any legal liability or consequential loss because of the presence of asbestos in any form or quantity. This is because of the hazardous nature of asbestos.

Confiscation or similar acts

We do not cover you for any loss, damage or costs because the police or any other authority legally took possession of your insured property for any period.

Consequential loss

We do not cover further loss or damage that you may suffer as a consequence of an event that is covered under this policy. Consequential loss is not directly caused by an event covered under this policy but is an indirect consequence of the event.

> **For example**, if your car is in an accident on the way to the airport, we will cover you for the damaged car (if insured under this policy). We will not pay for any loss you may suffer because you missed your flight.

Cyber incidents

We do not cover any kind of loss, damage, liability or costs which are directly caused by a cyber incident. A cyber incident is any of the following which affects the processing, use or operation of any computer, network, back-up facility or electronic data:

- Programming or operating errors by any person or persons.
- Unauthorised or malicious acts regardless of the time, place or whether it is a threat or a hoax.
- Malware and similar mechanisms that are specifically designed to disrupt, damage or gain unauthorised access to a computer system or electronic data, such as viruses, worms, Trojans, logic bombs, spyware, ransomware and denial of service attacks.
- Any unintentional failure, however minor, of any computerised system which is not directly caused by physical loss or damage.

Defective design, workmanship and materials

We do not cover loss or damage to insured property because of defective design, defective workmanship or defective materials, including any expenses to correct a fault in the design or construction of the insured property.

Electricity grid failure

We do not cover loss, damage, any amount of any kind, or liability that is caused (in any way) by Electricity grid failure.

- This exclusion also applies to consequential losses in respect of any public utilities that are affected by Electricity grid failure, including but not limited to, the disruption of water, telecommunications and sewage systems. It also applies to other consequential losses, such as the deterioration of any food or other items.
- This exclusion does not apply to Loadshedding which remains covered subject to the terms and conditions in your policy.

Gradual deterioration

We do not cover loss or damage caused by gradual deterioration. We specifically do not cover loss or damage caused by any of the following kinds of gradual deterioration:

- Wear and tear from the ordinary day-to-day use of an item.
- Dryness or moisture, exposure to light or extreme temperatures, except if the loss is caused by storm or fire damage, or if you are covered under the optional **Subsidence, landslip or ground heave – extended cover** benefit under the **Buildings** and **Household contents** cover sections.
- Exposure to natural forces such as sunlight.
- A slowly operating cause such as rust, rising damp, corrosion, decay, coastal or river erosion.
- Any cause that was not sudden and unforeseen.
- Lack of maintenance.

Insured property covered under a guarantee

We do not cover loss or damage to insured property that is covered by any warranty or guarantee, service contract, lease agreement, purchase contract or any agreement of any type.

Insured property for sale

There is no cover for movable insured property while it is in the possession of anyone selling it on your behalf. This includes leaving an item at a pawnshop, or even leaving an item unattended with a “For Sale” or similar notice.

Intentional acts

We do not cover liability, loss or damage caused by criminal, dishonest, reckless or intentional acts committed by you, members of your household or a co-insured. This includes if the event happens with your or their knowledge or consent.

Liability under agreement

We do not cover any liability because of a written or verbal agreement you entered into.

For example, a tenant agrees to pay for weather-related damage to the building in their lease agreement, even though such damage would normally be the owner’s responsibility. The tenant’s liability to pay for such damage is not because of their negligence, but because they agreed to it.

Losses covered by legislation

We do not cover loss or damage as a result of any event where compensation is provided for by written law in South Africa, or any other country where this policy might apply. An example in South Africa is the Road Accident Fund Act.

Losses covered by other insurance

We do not cover loss or damage to insured property in the event of a claim being settled under another insurance policy where you are not the policyholder. However, we will consider a claim in the following instances:

- If the claim is rejected under the other insurance policy.
- If the cover under the other insurance policy is not sufficient, we will consider the claim for the difference up to the applicable limit under this policy.

For example: Building materials are stolen during renovations of your home. Because the building materials are covered under your building contractor's insurance policy, it means that you cannot claim under this policy. Only if the contractor's insurance policy does not cover the building materials in full, will we consider the claim under this policy up to the applicable limit.

Maintenance and similar acts

There is no cover for loss or damage caused by maintenance, servicing, cleaning, dyeing, bleaching, restoring, altering, renovating or repairing. There is also no cover for loss or damage to insured property undergoing any process involving the use or application of water, except to fight a fire.

Mechanical, electrical and electronic breakdown

We do not cover loss or damage caused by electrical or electronic breakdowns, failures, or breakages, unless otherwise stated. This includes where a component fails to perform to its intended design specifications. Please note that this exclusion does not apply to your included **Geyser** cover under the **Buildings** cover section or to items covered under **Accidental damage – extended cover** under the **Household contents** section.

Mining operations

We do not cover any loss or damage that arises from a mining operation or mining activity, other than an earthquake.

Nuclear events and substances

We do not cover any event related to radioactive or nuclear material in any way.

Operating systems and software

There is no cover for accidental loss of or damage to the operating system and software of electronic devices that is not caused by physical loss or damage to the item. Please note that this exclusion does not apply to your Additional cover that you can choose under the **All Risks** and **Personal computers** cover section.

Examples of electronic devices: Cell phones, laptops, notebooks, tablets, portable music players, headphones, gaming devices, wearable technology (such as smart watches), external hard drives, data storage devices, GPSes and similar electronic items.

Outbreaks, pandemics, epidemics and communicable disease

There is no cover for costs, liability, loss or damage relating in any way to the following:

- A declared or classified epidemic or pandemic, including any mutation or variation thereof. This applies regardless of when it was declared or classified.
- A communicable disease or the fear or threat of a communicable disease. This includes any disease that can be transmitted by a substance, agent or organism (such as a virus, bacterium or parasite), and is regardless of the method of transmission (such as airborne or bodily fluid transmissions).

Pollution and contamination

There is no cover for liability, loss or damage caused by or related in any way to pollution or contamination. There is also no cover for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances. Pollution or contamination means the discharge, release, dispersal, seepage or escape of any solid, liquid, gas, contaminant or pollutant.

For example: Humidity, fumes, smoke, soot, chemicals, acids or waste.

Riots, war, terrorism and similar events

We do not cover any liability, loss or damage related to or caused by war, terrorism, riots, protest actions, public disorder, looting or any attempted act of this kind. In South Africa, these types of events are covered by Sasria SOC Limited. Cover for vehicles is also provided in Namibia for not more than 60 consecutive days. Please refer to the Sasria section at the end of your wording for an explanation of your Sasria cover.

Theft by false pretences or scams

We do not cover any loss or damage if you are tricked by any means into parting with your insured property, such as through a scam or theft by false pretences.

Trade and economic sanctions

We cannot provide cover and we will not be liable to pay any claim or provide any benefit if that means we would not comply with any sanction, banning or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, as well as United Kingdom or United States of America, provided that these are not in contradiction to the legislative requirements applicable to us. If we find out that you are subject to such sanctions, we will cancel your policy from the policy start date or the date that you become subject to sanctions. We will refund any premiums paid by you and will not pay any claims.

ENDING COVER UNDER THIS POLICY

When cover ends

Cover for insured property or for a full cover section may end in terms of the specific conditions shown in a cover section, or when any of the following applies:

- You no longer have an insurable interest in the insured property.
- You ask us to cancel the cover.
- We cancel the cover by giving you at least 31 days' written notice. Our notice may include a condition that you must comply with to prevent cancellation.

If you are covered under more than one cover section, cover under the rest of the policy will continue, unless this policy ends as explained below.

When your policy ends

Your entire policy (the legal contract between Hollard and the policyholder) ends when any of the following events happen:

- You do not pay the premiums due under this policy as explained under the **When and how to pay your premiums** section.
- You no longer have an insurable interest in any of the insured property under this policy.
- We cancel this policy as shown in the sections **Your responsibilities: You must give us all material information** and **You must be honest**.
- The 31-day period for cancelling this policy (as shown below) comes to an end.
- We cancel the policy by giving you at least 31 days' written notice. Our notice may include a condition that you must comply with to prevent cancellation.
- You ask us to cancel the policy, which you may do at any time.

THIRD PARTY CLAIMS

This section explains the meaning of third party recoveries and liabilities, as well as how we will treat all third party claims. It is not part of your policy wording and is provided for information purposes only.

The difference between third party recovery and third party liability

- **Third party recovery**
  - You, as the innocent policyholder (first party), are covered by the insurer (second party) against the actions of another party (third party), the negligent or responsible party.
  - We will cover you for loss of or damage to your insured property under this policy.
  - If another person caused the loss or damage, we will try to claim back the amount of the damage from that person (third party). There are no guarantees that we will be successful because many factors that play a role in the legal process.
- **Third party liability**
  - You, as the negligent or responsible policyholder (first party), are covered by the insurer (second party) against the actions of another party (third party), the innocent party.

We will take over your rights

- **Third party recovery**
  - Once we have paid you for a claim, your rights to claim against the third party that caused the loss of or damage to your insured property are automatically given to us.
  - This means that you may not claim directly from the third party, because you have already claimed from us.
  - If you do not allow us to claim from the third party, you may lose all benefits under this policy and you may need to pay back any payment or benefit you have received from us.
- **Third party liability**
  - The basis of third party liability insurance is that you ask us to cover you if you are held legally responsible by another person for causing damage to that person's property.
  - This means that you give us your rights to defend yourself, and we will negotiate with the other person (third party) or that person's insurer.
  - We may also go to court on your behalf if we cannot reach a settlement during the negotiation process.

Third party recovery process

After we have paid you for a claim for the loss of or damage to your insured property, we will assess whether there is a possibility of claiming back the amount of the loss or damage from the third party. We will only consider this if the third party was responsible for causing the loss or damage. We may decide whether we will claim from the third party as explained below.

- **Your responsibilities**
  - You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage, or to pay you for your excess.
  - You must give us all the information and assistance that we need to claim from the third party.
  - If you don't keep to your responsibilities, it may mean that we cannot claim back the amount of the loss or damage from the third party. You may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us, plus any costs.
- **If we decide to claim from the third party**
  - We will claim the total amount of the damage, including your excess, from the third party, or the third party's insurer, and we will cover all the legal costs.

- The law allows for three years from the date of the accident to claim from the third party. This could be a long process and there are no guarantees that we will be successful.

- **If we decide not to claim from the third party**

  We may also decide not to claim from the third party for any of the following reasons:

  - The amount of full damage or loss is less than what the legal costs would be if we claimed from the third party.
  - In our opinion, we do not have reasonable prospects of success.
  - We cannot trace the third party or you didn't give us the third party's details.
  - The third party is not insured and does not have any income or assets.

- **When we will pay back your excess**
  - We will pay you back the amount of your excess if we are successful in recovering the full amount of the loss or damage.
  - If we only recover part of the amount of the loss or damage, we will only pay back part of your excess.

- **When we will not pay back your excess**

  The excess is the uninsured portion of a claim that you must pay, regardless of whether you are responsible for the accident or not. We will not pay back your excess if we are unsuccessful in claiming from the third party, or if we decide not to claim from the third party. You may then ask us to take back your rights to claim from the third party.

  - You may then claim from the third party for your excess.
  - You may not claim for any amount that we have already paid to you.
  - Claiming from the third party could take a long time, especially if the other person is not insured or does not have any income or assets.
  - If the amount of your excess is less than R20 000, then the Small Claims Court is the cheapest and most effective method of claiming your excess from the third party. Please note that the legislated R20 000 minimum amount for claims that the Small Claims Court deals with may be amended from time to time.

Third party liability process

After we have paid you for a claim for the loss or damage to your vehicle, we will assess whether there is a possibility of a liability action against you. If you are covered for third party liability only, the process starts when you tell us about a possible liability claim. We will consider whether you are responsible for causing the loss or damage. This means that the other person, or that person's insurer, might hold you responsible for the damage to that person's property.

- **Your responsibilities**
  - You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage to your property, or to pay you for your excess.
  - You must tell us immediately after you become aware of any action or possible action against you, for example, if you receive a summons from the court.
  - You must not refer any action against you to anyone other than to us. This means you may not contact an independent legal advisor. Only the insurer may deal with any action against you.
  - If you don't comply with your responsibilities, it may mean that we cannot represent you in a third party claim. You will then be responsible for paying the amount of the loss or damage to the other person's property, plus any costs.

- **How we negotiate with the third party or the other insurer**
  - We will consider whether you are responsible for causing the loss or damage.
  - If we do not consider you responsible, we will reject the claim and send a rejection letter to the third party or the other insurer.
  - If you are responsible, we will negotiate with the third party or the other insurer. We will attempt to reach a settlement agreement for the amount of the loss or damage to the third party's property.
  - If we cannot reach a settlement, or if we receive a summons from the court, we will go to court.
  - The law allows three years from the date of the accident for the third party to claim from you.

- **The excess that you must pay**

  The excess is the uninsured portion of a claim that you must pay. There is no option to claim back the excess on a third party liability claim, because you are the responsible party.

Third party claims information

You must get as much information as possible, regardless of whether you are responsible for the accident or not. Below is a list of typical information we need, but there could also be other information. Remember, any information that could support your version of the accident is important.

- **Third party information**
  - **Driver of vehicle:** Name, surname, contact details, identity number.
  - **Owner of vehicle: Name, surname, contact details, identity number.**
  - **Vehicle:** Registration number, make, model, colour and details of any other insurance policy that covers the vehicle.
  - **Animals:** If an animal was involved in the accident, we need a photo of the animal including anything that identifies the animal as belonging to its owner (if possible).
- **Photos and description of the accident**
  - Photos of the accident scene and surroundings will be useful to reconstruct the accident.
  - Video material, if anyone happens to take a video of the accident.
  - Photos and measurements of skid marks (if possible).
  - A detailed sketch of the accident scene.
  - A written description of how the accident happened.
- **Accident information**
  - Date and time
  - **Visibility:** For example, was it raining, dark or foggy?
  - **Road surface condition:** For example, slippery.
  - **Potholes:** GPS co-ordinates, landmark references, physical address.
  - **Witnesses:** Name, surname, contact details, identity number.

When we will communicate with you

We will keep you updated on the progress of your claim at all important decision points.

- **Third party recovery**
  - When we have received a claim for a possible recovery.
  - When we have assessed whether you, or the third party are responsible for the accident.
  - When we have sent a letter of demand to the third party.
  - After a settlement has been negotiated.
  - When we decide not to continue with the claim, including the reason (if applicable).
  - When we decide to legally pursue the third party. This will include the date, reasons and details of the attorney.
  - At important decision points during the litigation process.
  - At finalisation of the recovery claim against the third party.
- **Third party liability**
  - When we have received a claim for a liability action.
  - When we have assessed whether you, or the third party are responsible for the accident.
  - When we have received a letter of demand from the third party that is claiming from us.
  - After a settlement has been negotiated.

- When we decide to legally defend a summons from the third party that is claiming from us. This will include the date, reasons and details of the attorney.
- At important decision points during the litigation process.
- At finalisation of the liability claim against you.

SASRIA COVER

You can take out insurance for the special risks mentioned below. Please refer to the Sasria policy wording at the end of your policy document for a full description of the cover provided and exclusions.

Terrorism, riots, strikes and other protest actions

- Insurance companies do not provide cover against loss or damage caused by special risks such as politically motivated malicious acts, riots, strikes, terrorism and public disorders. The insurer that provides cover for these kinds of events in South Africa is Sasria. Sasria SOC Limited (Reg. No. 1979/000287/30) is a licensed Non-Life Insurer and an authorised Financial Services Provider. Hollard performs intermediary services and collects the Sasria premium. Hollard also issues Sasria's policy wording on behalf of Sasria and receives a fee in return for performing this function.
- There are two different Sasria policy wordings which provide cover under different cover sections, as shown below. Any cover section not mentioned does not include Sasria cover.
  - **Sasria Material damage policy:** All Risks, Household contents, Buildings, Pleasure-craft.
  - **Sasria Motor policy:** Motor vehicle.
- Sasria applies in South Africa only, however, cover on vehicles is also provided in Namibia for a period of not more than 60 consecutive days.
- Please note that there are some events that are not covered. You must read your Sasria policy wording to understand your cover.
- Your policy schedule shows the amount of your Sasria premium, as well as exactly which cover sections include Sasria cover.

How to claim

- You must report any protest action that puts your property at risk to the South African Police (SAPS) as soon as possible.
- All claims must be sent to Hollard, and not to Sasria. However, all approved claims will be settled by Sasria, and not by Hollard. Any insured property that Sasria decides is uneconomical to repair, or any lost or stolen property which is found after a claim has been settled, is referred to as salvage. Salvage is Sasria's property and they may sell it to cover their claims cost.
- **Step 1:** You must report any protest action that puts your insured property at risk, to the SAPS as soon as possible.
- **Step 2:** Notify us of a claim as soon as possible after the event. We will tell you exactly what we need from you to process your claim.

Sasria's contact details

Postal address:	Sasria SOC Limited, PO Box 653367, Benmore, 2010
Physical address:	Sasria SOC Limited, 36 Fricker Road, Illovo, Sandton, 2196
Tel:	011 214 0800 or 0861 727 742
Fax:	011 447 8630
Compliance officer:	Mr. Mziwoxolo Mavuso
Email address:	**contactus@sasria.co.za**
Web:	**www.sasria.co.za**

Buildings

HEREFORD
RISK MANAGEMENT

KEY TERMS TO UNDERSTAND

Buildings	• The **private residential building** (main building) situated at the risk address as shown in your policy schedule and used for domestic purposes (for example a house, townhouse or flat). • **Outbuildings**, such as garages, storage rooms, staff quarters, studios, consulting rooms, flatlets, cottages or any other building that is not attached or connected to the main building with an interleading door. • **Permanent structures** such as garden sheds, Wendy houses, Zozo huts, green houses, paths and driveways, patios, tennis courts, walls, gates and fences, swimming pools, saunas, spa baths, ponds and water features. • **Fixtures and fittings** owned by yourself such as aerials, satellite dishes and masts, wind turbines, domestic tanks, gutters, fitted fish tanks and aquariums, fitted electrical and gas appliances. • **Fixed machinery** such as domestic filters, boreholes, pumps, motors and air-conditioning plants. • **Systems** fitted for solar power, climate-control, alarms, lighting, water recycling and water irrigation. • **Municipal connections** for water, sewerage, gas, electricity and telephone which includes underground pipes, cables, sewers and drains. • **Glass** doors, windows and sanitary ware including lettering, ornamental work and alarm sensors on glass. • **Photo-voltaic systems** (commonly referred to as solar PV systems), inverters, batteries and fixed generators directly connected to the building's wiring. • **Water heating systems and their individual components**, such as electrical geysers, heat pumps and solar geysers (including solar panels connected to the solar geyser), hot water tanks, stands and tubes. **The definition of buildings does not include:** • Inflatable or portable spas and swimming pools. • Buildings used as a hotel, motel or boarding house. • Water in a tank, swimming pool, spa or any other container unless specifically provided for by this policy. • Loose or compacted soil, earth, gravel, pebbles or granular rubber. For example, sand on tennis courts or gravel driveways. • Earthen walls and structures. • Earthen and gravel driveways. • Dam walls. • Piers, jetties, bridges and culverts.
Premises	Your private residential building, outbuildings and the grounds on which they are built, situated in South Africa.
Risk address	The address in your policy schedule.
Unoccupied	Your buildings are unoccupied if you or any of the people who usually live there or the person left on the premises in charge of and with access to the private residential building, have all gone out.
Standard construction	Means that all buildings have been built with: • walls of brick, stone or concrete. • roofs of slate, tile, concrete, asbestos or metal.
Non-standard construction	Means that a building has been built with material other than those defined in the above definition of 'Standard Construction', such as a thatch roof or walls of wood.

Paying guest	A guest who stays in the building for a short period, without a contract, in exchange for a fee.
Tenant	A person who signed a rental agreement to live in the building for a set period. This includes sub-tenants.
Subsidence, landslip or ground heave	Refers to the movement of the land that supports the building. **Subsidence** means sinking, i.e. the vertical, downward movement of the soil. **Landslip** means the sliding down of a mass of land. It is in effect a small landslide and it typically occurs on a slope. **Ground heave** means the upward movement of soil supporting the building. **Active soil** means soil that changes in volume in response to changes in moisture content. i.e. an increase in volume (heave or swell) upon wetting and decrease in volume (shrink) upon drying out, such as clay.

PAYING OUT AFTER A CLAIM

How much we pay

We pay out based on the reasonable repair cost of the part of your building that is damaged. If the damage to the building is uneconomical to repair the pay-out will be based on the replacement cost of the damaged part of the building.

Example

If your claim is for an old shower door that accidentally broke, we will replace it with a new door, even if the old door is worth a lot less.

What if you are under-insured?

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

Example

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

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

The pay-out is calculated as follows:

Replacement value	R400 000
Sum insured	R200 000
Storm damage	R50 000

Under-insurance calculation:

$$\frac{\text{R200 000}}{\text{R400 000}} \times \frac{\text{R50 000}}{1} = \text{R25 000 (less any excess applicable)}$$

You always pay the first amount, or excess

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

Example

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

Matching materials or colours

When repairing a part of your building that is damaged, we will always try to restore it to its original state. However, this will not always be possible, as colours cannot always be matched and the original material may no longer be available.

- If we are not able to match materials or colours we will use materials or colours that are, in our opinion, the closest match to the original.
- This is strictly limited to the damaged part of the building only.

If you are not satisfied with the materials or colours we find as the closest match, then you can choose one of the following options:

- You can pay the extra cost of repairing or rebuilding undamaged parts of the building to achieve a uniform appearance (if we agree).
- We will pay you what it would have cost us to repair or rebuild the damaged part.

Rebuilding your damaged building

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

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

WHAT WE COVER YOU FOR

We cover you for loss or damage to your buildings caused by any of the following insured events, subject to the limits and conditions listed below:

1. Fire

Fire, lightning or explosion

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

2. Weather

Storm, wind, water, hail, etc.

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

We do not cover loss or damage caused by changes in the water table (except as a result of a storm) causing water to seep or run.

3. Earthquake

You are covered for building damage that is caused by an earthquake.

4. Impact

Impact with buildings; falling trees

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

5. Leaks, flooding

Bursting, leaking, overflowing of water apparatus; leakage of oil

Damage to water apparatus and fixed oil heaters: You are covered for damage to water apparatus and fixed oil heaters, caused by bursting or leaking. This includes all components that form part of the fixed oil heater or heating system that generates hot water, such as electrical geysers, gas geysers, solar geysers and heat pumps. Electrical and solar geysers are covered up to the limits stated in your policy schedule.

Damage to the building: You are covered for damage to the building caused by leaking or overflowing of water from water apparatus such as geysers, tanks, pipes and heat pumps. You are also covered for damage caused by the sudden leakage of oil from oil heaters.

Damage to concealed water pipes: We cover the full cost to repair or replace concealed water pipes if they leak or burst as a result of increased water pressure or freezing.

Although gradual deterioration (such as rust and corrosion) is excluded under the **General Exclusion – Gradual deterioration** in the **Understanding your policy** section, these exclusions do not apply to concealed water pipes and geysers. We will cover damage to concealed water pipes as a result of this once during the lifetime of the policy. Thereafter it will be for your own account.

6. Malicious damage

This refers to when someone deliberately causes loss or damage to the building without the intention of getting any benefit in return.

7. Theft

Theft pay-out depends on circumstances, security and occupancy

The exact amount we pay out for theft always depends on the underlying circumstances. Sometimes we pay out up to the full sum insured – for example, when the theft occurs from your private residential building while the premises are unoccupied and the minimum security is in place.

At other times, we pay less than the full sum insured, or simply a limited amount – for example, when the theft occurs from your outbuildings and the minimum security is not in place and there is no forcible or violent entry. These lesser amounts are spelled out in your policy schedule.

How much we pay for theft claims

Theft of any part of the buildings in the open

You are covered for theft (or attempted theft) up to the sum insured of any fixed part of the buildings in the open – for example, the motor from your front gate, the bricks of your driveway.

Pay-out up to the sum insured (if minimum security is in place)

Theft of any part of the buildings

You are covered for the theft (or attempted theft) of any part of the buildings – for example, the fitted carpets or light fittings in your private residential building – provided you comply with the minimum security requirements.

Damage to your buildings during theft or attempted theft

You are covered for loss or damage to the building caused by theft or attempted theft.

Buildings lent or let (forced entry required)

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

Pay-out up to the sum insured (if minimum security is not in place)

Theft from an unoccupied outbuilding

You are covered for the theft (or attempted theft) from inside your outbuildings if you do not have the minimum security requirements in place but there are clear signs of forced entry to or exit from your outbuildings.

Limited pay-out – unoccupied outbuildings

We pay out less than the sum insured for theft from inside unoccupied outbuildings if you do not have the minimum security requirements in place and there are no clear signs of forced entry to or exit from your outbuildings.

No pay-out

We will not pay for any loss or damage if your private residential building does not comply with the minimum security requirements when unoccupied.

8. Subsidence, landslip or ground heave

Limited cover

We will cover any loss or damage to the private residential building and domestic outbuildings (including fixtures and fittings attached to these buildings) caused by subsidence, landslip or ground heave. The following items and causes are not covered under the limited cover:

- Loss or damage to boundary, retaining and garden walls, gate posts, fences, driveways, paving, swimming pools, tennis courts, septic or conservancy tanks, water paths, drains, paths and terraces, paving and swimming pool surroundings.
- Loss of damage caused as a result of the contraction and/or expansion of active soils due to the moisture or water content of such active soil as is experienced in clay and other similar types of ground.

Specific exclusions apply to subsidence, landslip or ground heave (for both **limited cover** and **extended cover**), under **What is not covered**.

WE ALSO COVER YOU FOR

In addition to the insured events outlined in the preceding pages, you are also covered for the following, subject to the relevant conditions, and up to the limits stated in your policy schedule.

Accidental damage to the buildings

We will pay for accidental loss or damage to your buildings. Accidental damage is sudden and unforeseen, which you did not intend to happen, for example accidentally breaking a glass hob or a window.

This does not include loss or damage to the **following items**:

- irrigation equipment, driveways, pavements, roads, cables, cableways, excavations or property below ground
- fixed machinery.

Accidental damage does not apply while alterations, extensions or improvements such as painting or tiling are being done at your home.

Check your policy schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

Accidental damage to fixed machinery

We will pay for sudden and unexpected damage to fixed machinery installed at your premises which is used for domestic purposes only.

Check your policy schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

Accidental death

We will cover you for the amount shown in your policy schedule if you suffer an accidental bodily injury at your premises and you die within 90 days as a direct result of your injuries.

- An accidental bodily injury refers to an unforeseen physical injury caused by accidental, external and visible means, and that happens unexpectedly and unintentionally at an identifiable time.
- We will pay the accidental death benefit to the deceased person's estate.
- If the deceased person is a child, then we will pay the death benefit to the policyholder.
- This benefit is not applicable if the policyholder is a juristic person.

Acts by tenants

Your insurance risk might be affected by the actions or failure to act of your tenants in the case where you rent out your building. Because their actions are out of your control, we will cover you against loss or damage to your building when their actions or failure to act would have resulted in your claim being rejected. This is on condition that:

- You are not aware of their actions or failure to act.
- You tell us as soon as you learn about it.
- Their actions or failure to act were not malicious and they did not intentionally cause the loss or damage.

Examples of how this cover is applied:

- If having an alarm system is a requirement on your policy, and your tenant does not tell you that the alarm stopped working, we will cover a claim for damage to your building during a burglary, because their failure to let you know of the broken alarm is out of your control.
- If you tenant intentionally causes loss or damage by vandalising your property, we will still reject such a claim.
- If the claim is due to a leaking roof because the roof has not been maintained over time, then you will not have cover under this benefit. As a landlord, the regular maintenance of the property remains your responsibility as the landlord and in such an instance the **General exclusions – Gradual deterioration** in the Understanding your policy, which refers to lack of maintenance, would apply.

Alternative accommodation or loss of rent

We will pay the following if your home is uninhabitable after a valid claim:

- **Alternative accommodation**

  If your home is not rented out, then we will cover the cost of alternative accommodation for you, your live-in domestic employees and domestic pets.

  - We will decide on the alternative accommodation by considering the rental amount that would be reasonable to charge for a property of the same value and location as your home.
  - We will pay the reasonable costs we have agreed to for temporary accommodation in a guest house or hotel for not more than 14 days, while we arrange alternative accommodation.

- **Rental income**
  - If you rent out your home or part of it to tenants, then we will pay the loss of the actual rental income that you would have earned. You must give us evidence of a rental agreement to prove your loss of rental income.
  - **Holiday letting:** If you let out your home to paying guests, then this benefit does not apply to bookings that have been cancelled because your home is uninhabitable. Please contact us if you need business interruption cover under a commercial policy.
- **Rental shortfall**

  If your tenant cannot live in your home, you may be responsible for providing other similar accommodation for them.
  - If the cost of this alternative accommodation is more than the amount that the tenant would have paid you, we will cover this difference in cost.
  - We will only pay for the time that is left on your rental agreement or the time reasonably needed to make your home habitable again, whichever is the shortest.
- **Conditions**

  The following conditions apply to the alternative accommodation or loss of rent benefits:
  - We must agree that your home is not safe or suitable to be lived in (uninhabitable) because of a valid claim under this cover section.
  - We will only pay for the time reasonably needed to make your home habitable again, but not more than the limit shown in the policy schedule.
  - We will only pay for alternative accommodation OR loss of rent, unless part of your property is rented out and you qualify for both benefits.

Cover during property transfer

If you buy a new property and you (or your tenants) move in before it is registered in your name, we will cover it for its full value from the date that you (or your tenants) move in until transfer into your name takes place at the Deeds Office. The following conditions apply to this cover:

- We must agree to place the new property on cover.
- You must pay the extra premium.
- The property is not insured anywhere else.
- All the terms and conditions of the policy will apply to the new property.

Damage to the garden

We will pay for any damaged trees, shrubs or plants that need to be replaced after an insured event, so long as the claim was not caused by theft.

Demolition and professional fees

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

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

Domestic and wild animals

We will pay for loss or damage to your buildings caused by:

- Wild animals, which means non-domesticated animals living freely in their natural environment.
- Domestic animals that do not belong to you.

Loss or damage caused by vermin is excluded, except for monkeys and baboons.

Emergency-services expenses

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

Glass and sanitary-ware

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

This cover does not apply when:

- the buildings are unfurnished or unoccupied
- the buildings are being structurally altered.

Holiday letting

We will cover you for the following:

- **Loss or damage:** If you are letting your building, we will cover loss or damage to your building up to the sum insured, whether you are staying on the property or not. The following conditions apply:
    - There must be visible signs of forcible or violent entry to or exit from the building for malicious damage and theft claims.
    - Security deposits or payments made to you by paying guests for loss or damage to your building caused by the paying guests, will be deducted from any claim amount.
- **Trauma counselling:** We will pay the cost of a registered professional counsellor for the treatment of trauma suffered by a paying guest due to theft, burglary, hijacking or fire that occurred on your property up to the limit shown in your policy schedule.
    - We will not pay you for expenses recoverable from any other insurance.
    - This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

Home improvements

We will pay for loss or damage to permanent fixtures that are temporarily removed during alterations, renovations and additions to your building or whilst being repaired or restored. The following conditions apply to this benefit:

- The items are not removed for longer than 60 days.
- In the case of theft, there are visible signs of forcible or violent entry to or exit from the property.
- We do not cover loss or damage to fixtures left in the open unless the item is designed to exist in the open and you have taken reasonable care to protect the item.

We will pay for the theft of newly bought and uninstalled building materials, supplies and fittings on the following conditions:

- They are owned by you and kept on the grounds of the premises.
- They are intended for use in the renovation or alteration of the building.
- We do not cover loss or damage to building materials, supplies and fittings left in the open unless the item is designed to exist in the open and you have taken reasonable care to protect the item.

Imminent danger security costs

We will pay the reasonable and necessary security costs, preventative measure costs, or protection of property costs incurred to prevent imminent loss or damage to your property that would be covered under this policy.

Keys, locks and remote controls

We will pay for the cost of replacing lost, stolen or damaged keys, locks and remote controls, or damage to locks of your building. This benefit also includes the following:

- Locks, keys and remote controls to outside doors, safes, alarms and vehicles (even if the vehicle is not insured under this policy).
- The cost of a technician and any reprogramming that may be required.
- We will also provide cover if you suspect that an unauthorised person has access to duplicates.

Check your policy schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

Medical benefit

We will pay the medical benefit if a defect in your buildings causes bodily injury to a guest, visitor or your own employees, and the injury requires medical treatment. However, if they can claim under their own policy or medical aid we will not make any payment.

Pest contamination

We will pay for professional extermination and control of pests caused by a sudden and unexpected infestation of your buildings that:

- Is a risk to your health.
- Can lead to loss or damage to your home.
- Makes your home uninhabitable.

This cover does not apply to infestations of termites or woodborer, or if your buildings have been unoccupied for more than 60 days, unless your home is listed as a holiday home in your policy schedule.

Power surge – included cover

We will cover you for loss or damage to all electrical and electronic equipment forming part of your building caused by an electrical power surge, up to the limit shown in the Excess and limit section. Power surges happen when the flow of electricity is interrupted, then started again, or when something sends electricity flowing back into the system. If you install a surge arrester that complies with our requirements, as explained under the heading **Surge arrester requirements** in the **Your specific responsibilities** section, then no excess will apply.

Check your policy schedule now to see if this limited cover is likely to be sufficient. If you feel that it is not enough, you may ask us for additional cover so that the limit is increased over and above the included cover.

Professional cleaning services

We will cover the costs for a service provider to clean your home if it is soiled or stained during a home invasion or while you are assaulted by a third party. If we are unable to successfully clean your home, we will repair or replace the soiled or stained item, up to the limit.

Public supply or mains connection

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

Removal of fallen trees

We will pay for the removal of fallen trees from your risk address. This includes the cost to fell trees at your risk address that are threatening to fall and cause damage to your risk address or your neighbour's residence. We must agree and give you written permission before you fell the tree or you incur any costs.

Restoring of soil

We will cover the reasonable costs to restore soil or earth to your risk address that we consider necessary in order to repair insured damage to your building. For example, soil supporting your retaining wall that has been washed away after a flood.

Security guards

We will pay the reasonable and necessary costs to hire security after an insured event, provided the loss gives rise to a claim.

Temporary emergency measures

We will pay for the reasonable costs of temporary emergency measures you carry out to protect or prevent further loss or damage to your buildings after an insured event under this policy section. The following conditions apply to this benefit:

- We will only pay back the costs if we accept the claim for the loss or damage after an event.
- You must give us a detailed invoice for the costs you incurred for the temporary emergency measures.

Example of temporary emergency measures: Temporary fencing put up after a vehicle drove through a boundary wall.

Tracing of water leaks

We will pay for the costs to trace the source of a water, gas or oil leak from fixed domestic appliances or pipes, as well as the cost of the necessary repairs that arise as a result of tracing the leak, if it originated after your cover started. This includes the cost of tracing of leaks from underground service pipes, sewers and drains for which you are legally liable.

- You must ask us for our permission before you arrange for a water, gas or oil leak to be traced.
- This benefit does not include the cost of the repairs to the leaking item. Limited cover is described under the heading **What we cover you for – leaks, flooding**.

Trauma counselling benefit

We will pay for professional counselling to help you and your domestic employees to cope with trauma following a violent and traumatic event, such as theft, fire or a home invasion at your premises.

This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

Water leakage from underground pipes

We will pay for any additional charges on your municipal water bill that result from the leakage of underground pipes on your premises. The following conditions apply:

- On the date the leak was fixed, the water consumption reading must be more than 50% of the average of the previous four readings.
- You took immediate steps to repair the pipes when you discovered physical evidence of a leak, or when you received an abnormally high water account.
- We will only pay for a limited number of incidents in any 12-month period.
- We will not pay for:
    - The cost of water from leaking taps, geysers, toilet systems, swimming pools, fish ponds or water features, tanks, spas or any other container.
    - The cost of the repairs to the leaking pipe. Limited cover is described under the heading What we cover you for – leaks, flooding.

Wheelchair- and disability-friendly alterations

We will pay for alterations to your buildings if you are accidentally injured and become wheelchair-bound or physically disabled. Examples include installing ramps for your wheelchair or rails to assist you.

- The limit for this benefit is in addition to the sum insured of your building.
- If the limit for this benefit is not enough in the event of a claim and you have Household contents cover under this policy, we will pay any difference up to the limit of this benefit under the Household contents policy section.

ADDITIONAL COVER YOU CAN CHOOSE

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

Accidental damage to buildings – increased cover

We will pay up to the limit stated in your policy schedule for accidental loss or damage to the buildings. Accidental damage is sudden and unforeseen, which you did not intend to happen, for example accidentally breaking a glass hob or a window.

This does not include loss or damage to the **following items**:

- irrigation equipment, driveways, pavements, roads, cables, cableways, excavations or property below ground
- fixed machinery.

The limit for this cover is in addition to the limit provided under the heading **We also cover you for**.

Accidental damage to fixed machinery – increased cover

We will pay for sudden and unexpected damage to fixed machinery installed at your premises which is used for domestic purposes only, up to the limit stated in your policy schedule.

The limit for this cover is in addition to the limit provided under the heading **We also cover you for**.

Geyser – extended cover

Pay-out is limited to the amount stated in your policy schedule.

We cover the installation of green building products after a valid claim for the replacement of any water apparatus, such as a geyser. A green building product is one that meets the industry-recognised green standard for that kind of product in any of the following ways:

- using less energy, water or natural resources
- generating less waste
- providing a healthier environment.

For example, your electrical geyser needs to be replaced after it burst. You would prefer not to replace it with a similar electrical geyser, but rather upgrade it to a solar geyser. We will pay the cost to upgrade your electrical geyser to a solar geyser, but only up to the limit stated in your policy schedule.

We will only pay once for the upgrade of an item.

Subsidence, landslip or ground heave – extended cover

Pay-out is limited to the sum insured stated in your policy schedule.

We will cover any loss or damage to the private residential building and the domestic outbuildings (including fixtures and fittings attached to these buildings) caused by subsidence, landslip or ground heave as explained under the limited cover. In addition to this we will also cover the following items and causes that are excluded from the limited cover:

- Loss or damage to driveways, swimming pools and tennis courts caused by subsidence, landslip or ground heave.
- Loss or damage to boundary, retaining and garden walls, gate posts, fences, septic or conservancy tanks, water paths, drains, paths and terraces, paving and swimming pool surroundings, but only if the private residential building or outbuildings are damaged at the same time by subsidence, landslip or ground heave.

- Loss of damage caused as a result of the contraction and/or expansion of active soils due to the moisture or water content of such active soil as is experienced in clay and other similar types of ground.

Specific exclusions apply to subsidence, landslip or ground heave, (for both **limited cover** and **extended cover**), under **What is not covered**.

Keys, locks and remote controls – increased cover

Pay-out is limited to the amount stated in your policy schedule.

We will pay for the cost of replacing lost, stolen or damaged keys, locks and remote controls, or damage to locks of your building. This benefit also includes the following:

- Locks, keys and remote controls to outside doors, safes, alarms and vehicles (even if the vehicle is not insured under this policy).
- The cost of a technician and any reprogramming that may be required.
- We will also provide cover if you suspect that an unauthorised person has access to duplicates.

This is additional cover, and applies if the limited cover is not enough to replace your keys, locks or remote controls.

The limit for this cover is in addition to the limit provided under the heading **We also cover you for**.

Power surge

This increased cover allows you to increase the limit for electrical power surge cover, in addition to the Power surge – included cover under the heading "**We also cover you for**".

- **Threshold limit**

  The threshold limit is the level at which the installation of an approved surge arrester becomes a requirement, as explained under the heading **Surge arrester requirements** under the **Your specific responsibilities** section. The threshold is assessed based on the combined total of your included Power surge benefit as stated in the Excess and limit section and any optional Power surge cover you select that is shown in your policy schedule.

Example: You may select different additional cover limits. For a combined cover above R50 000 (the threshold limit), it is a requirement that an approved surge arrester be installed on your home's main electrical distribution board.

- If you have R25 000 included cover and you selected R10 000 optional cover, a surge arrester is not required.
- If you have R25 000 included cover and you selected R250 000 optional cover, a surge arrester is required. If not installed, the cover will be limited to R50 000.

WHAT IS NOT COVERED

These exclusions are in addition to the exclusions set out in the General exclusions section. Certain exclusions may be cancelled if you chose a benefit that gives you cover for something that would normally be excluded. We will not pay a claim for any of the benefits set out in the Buildings section of this policy that was caused by or related to any of the following specific exclusions.

Alterations, renovations or additions to the building

We do not cover loss or damage to your Buildings as a result of:

- Accidental damage while alterations, renovations or additions are being carried out by a business that you have hired to do this work.
- Theft when building alterations, renovations or additions are taking place, unless there are visible signs of forcible or violent entry to or exit from the home.
- Malicious damage or vandalism to unfinished building alterations, renovations or additions.
- Cracking, collapse, subsidence, landslip or ground heave caused fully or partially by the alterations, renovations or additions.
- Water, storm or flooding of the home due to any unfinished alterations, renovations or additions to the home.

Building regulations

The building must comply with the National Building Regulations. There is no cover if the cause of the claim is in any way related to either of the following:

- Defects in the design or construction of the building.
- The structure of the building is not compliant and would not have been approved by the relevant local authority at the time of construction.

Chemicals, fertilisers and pesticides

We do not cover loss or damage caused by the use or application of chemicals, fertilisers and pesticides.

Damage as a result of changes in the water table

We do not cover loss or damage caused by changes in the water table, except as a result of a storm.

Fixed machinery

We will not pay for loss or damage to fixed machinery directly or indirectly caused by:

- Using tools or machinery incorrectly.
- Purposefully overloading the fixed machinery.

For example, we would not cover a generator that overheats if it is not protected against overload by a circuit breaker.

Impact by trees

We will not cover impact damage to your building caused by fallen trees where you have arranged for the trees to be chopped down.

Occupancy

If your property is unoccupied, the following conditions apply:

- There is no cover for theft if you leave the property unoccupied for more than 60 consecutive days, unless the building is listed as a holiday home in your policy schedule. We may apply new conditions if you ask us to extend cover for longer than 60 consecutive days and we agree.
- There is no cover if the property is vacant, abandoned or illegally occupied.

Storm, hail or flood damage

We do not cover storm, hail or flood damage to the following:

- The quality of water in a tank, swimming pool or spa. For example, your pool water that turns green after a thunderstorm.
- Paint when there is no structural storm damage to other parts of the home.
- Unroofed or partially roofed structures.

Subsidence, landslip or ground heave

No cover for subsidence, landslip or ground heave, if it is caused by:

- Normal settlement, shrinkage, or expansion of the building.
- Structural alterations, additions, or repairs.
- The inadequate compaction of infill or construction.
- Damage which existed before your policy started.
- The removal or weakening of support to the building.
- Excavations on or under land other than mining operations.
- Defective design, materials, or workmanship.

- Loss of or damage to solid floor slabs or any other part of the private residential building or outbuildings resulting from the movement of such slabs, unless the foundations supporting the external walls of the building are damaged by the same cause at the same time.
- Work necessary to prevent further loss or damage due to subsidence or landslip, except where appropriate design precautions were implemented during the original construction of the building and any subsequent additions thereto.
- Consequential loss of any kind whatsoever except as specifically provided for under the Alternative accommodation or loss of rent benefit.

Superficial damage

We do not cover chewing, chipping, cracking, denting, discolouration, scratching or tearing of an item unless the functionality has been affected and it can no longer be used. This exclusion does not apply to fish tanks.

Thatched roof and non-standard construction

We will not pay for loss or damage to:

- The private residential building (main building) that has a thatched roof or roof of non-standard construction, unless your policy schedule reflects that the roof is made of thatch or is a roof of non-standard construction.
- An outbuilding or permanent structure with a roof that is more than 15% of the total square metres of the main building's roof and has a thatched roof (such as a thatch lapa) or is of non-standard construction, unless the outbuilding or permanent structure is specifically mentioned in your policy schedule.

IMPORANT: We do not require the outbuilding or permanent structure to be specifically shown on your policy schedule if the surface area of its roof is less than 15% of the private residential building's roofed area and this building is of standard construction.

Vermin and domestic animals

We do not cover loss or damage caused by domestic animals that belong to you or anyone living at your risk address. We also do not cover loss or damage caused by vermin, except for monkeys and baboons. Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers. Vermin include moths, rodents, termites or any other animal or insect classified as an invasive species.

Weeds and roots

We will not cover loss or damage caused by weeds and roots.

YOUR SPECIFIC RESPONSIBILITIES

The specific responsibilities below are strict and require that you play your part in ensuring that you comply with the requirements at all times over the duration of your policy. If you do not comply with a specific responsibility we may reject your claim.

You must comply with conditions of cover

Before we agree to insure certain items, or to provide full or partial cover in certain instances, you may be requested to comply with measures to reduce the risk and severity of loss or damage. For example, we may ask you to have a linked alarm installed at your home. We will give you 14 days from the date we told you about these requirements for you to comply, unless we agree otherwise in writing.

Have these minimum security measures

Cover for theft or malicious damage is subject to you meeting the minimum security requirements which we have agreed with you. The required security requirement for your home is stated in your policy schedule and will be one of the following:

Burglar bars and security gates

If it was agreed that the minimum security requirements are burglar bars and security gates, then the following conditions apply:

- all opening windows must be protected by burglar bars
- security gates must be fitted to all exit doors, and must be locked when your buildings are left unoccupied
- burglar bars and security gates must be maintained and in working condition at all times.

Alarm system

If it was agreed that the minimum security requirement is an alarm system, then the following conditions apply:

- the alarm must be linked to a 24-hour armed-response service
- the alarm must be working properly and the contract with the armed response company must be active
- you must change the generic code to your own unique code
- if we asked you to, the alarm must be linked to an electric fence, or must include outside alarm beams
- the alarm must be activated when your premises are left unoccupied.

If the alarm was not activated, we will consider your claim on the following conditions:

- There must be clear signs of forced entry to or exit from the buildings.
- The claim is valid in all other respects. For example, we didn't reject it because of your dishonesty or intentional misrepresentation.
- The service provider can give us an audit log of all alarms received (including activation and deactivation) for the last three months, showing that the alarm is usually activated and in working order while your premises are left unoccupied.
- You must pay an additional excess on top of your basic excess.

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

If you live in a high-security complex

If your home is listed in your policy schedule as being in a high-security complex, and we agreed that the minimum security requirements below apply to you, then you must ensure that the following security measures are in place at the complex, fully maintained and in working order at all times:

- 24-hour access control to the complex
- a high perimeter wall with electric fencing, alarmed and linked to either a 24-hour armed-response service or the guardhouse

If you become aware that any of the above requirements are not in place, you must advise us immediately. We may suspend theft cover or apply new terms and conditions, until you can comply.

When your premises in the complex are left unoccupied, we will only consider your claim on the following conditions:

- all opening windows not protected by burglar bars must be closed
- all exit doors not protected by security gates must be locked
- there must be clear signs of forced entry to or exit from the buildings

OR

- if a 24-hour armed-response service linked alarm system is installed in the buildings
    - the alarm must be activated
    - the alarm must be working properly and the contract with the armed response company must be active
    - you must change the generic code to your own unique code.

  If the alarm was not activated, we will consider your claim on the following conditions:
    - There must be clear signs of forced entry or exit from the buildings.
    - The claim is valid in all other respects. For example we didn't reject it because of your dishonesty or intentional misrepresentation.

- The service provider can give us an audit log of all alarms received (including activation and deactivation) for the last 3 (three) months, showing that the alarm is usually activated and in working order while your premises are left unoccupied.
- You must pay an additional excess on top of your basic excess.

IMPORTANT: Additional security requirements may also be required if stated in your policy schedule.

All non-standard construction buildings

You must tell us if your home is constructed of non-standard material. You will not be covered for loss or damage from a fire if your home is constructed of non-standard material and does not have either **Surge protection** or a **Lightning conductor**, as explained below.

- ### Surge arrester requirements

  If you choose to install a surge arrester, it must be as per the SANS/IEC 61643-11 low voltage surge protection standards, installed on the main electrical distribution board and the device must:

  - Be a type 2 device.
  - Be designed to withstand at least peak surge currents of 40kA (I_{max}).
  - Be wired in terms of SANS 10142-1 Connection type 2.
  - Have a status indicator to indicate if the protector is operational or not.
  - Be installed by a registered electrician who must provide either of the following:
    - A Certificate of Compliance for the installation.
    - Proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed, as well as complete the **Surge arrester checklist** form, which you can request from your broker.

    The Certificate of Compliance or proof of installation must be provided to your broker soon after the device was installed.

- ### Lightning conductor

  If a lightning conductor is installed it must comply with the following requirements:

  - The lightning conductor must be installed, operated and maintained according to the manufacturer's specifications.
  - The lightning conductor must be of adequate height to protect the building at a minimum angle of 45˚ from the top of the building to ground level and needs to be earthed.

In addition, the following conditions apply to roofs of thatch or wood and chimneys:

- ### Thatch roofs
  - Under no circumstances should steel pipes, cables or electric wiring be in direct contact with the thatch.
  - We do not cover loss or damage to solar installations that are fitted on a thatch roof.
  - There must be adequate clearance between the thatch and metal objects under it.
  - Where metals used in the construction of the roof are not bonded and earthed, a minimum clearance of one metre must be maintained between metals in the roof, water pipes, vent pipes, tanks, gas pipes, antennas, telephone, bell wires, burglar alarms, electrical wiring and conduits.

- ### Wood or thatch roofs treated with fire retardant
  - If you have a wood or thatch roof and it is treated with a fire retardant, then it must be maintained according to the manufacturer's specifications or at a minimum interval not exceeding 3 (three) years.
  - You must supply us with written proof of the maintenance, if required by us.

- ### Conditions for a chimney

  You must take all reasonable steps to make sure that your chimney complies with the relevant National Building Regulations regarding the height of the chimney and the materials used to construct it. The following conditions also apply to chimneys:

- The chimney must not create a fire hazard to any adjacent material.
- A non-combustible flashing must be installed on the roof around the chimney.
- The chimney must protrude at least one metre higher than the thatch around it on all sides.

You must tell us of the actions of your tenants

You must tell us as soon as possible if your insurance risk might be affected by the actions or neglect of your tenant living on the property. An example is if your tenant changes the security measures. In such cases, we may impose additional terms, conditions and exclusions.

Tell us if you run a business from your premises

You must tell us immediately if you run a business from your premises. Your premises must at all times be predominantly used for residential purposes, and your business may not increase the risk of loss of or damage to your home or contents.

We may impose new terms, premiums and conditions.

Notify us about any improvements to your buildings

If you increase the value of your buildings through any alterations, extensions or improvements, we will increase your cover by up to the percentage stated in the Schedule, provided that you tell us immediately and pay any additional premium required.

Fix any defective workmanship or materials and structural or design faults

- You must fix any defective workmanship or materials and structural or design faults at your building as soon as you become aware of it because there is no cover for loss or damage due to such defects.
- If you don't fix the defects to an acceptable standard at your expense, we will not cover you or might not offer to renew your policy.
- When we accept a claim we will not cover any costs to fix defective workmanship or materials and structural or design faults that existed at your building before the loss or damage occurred.

Comply with national building regulations

You must take all reasonable steps to ensure that the buildings comply with National Building Regulations, and that your building plans have been approved by the local authority.

For example: Generators must be fitted according to the latest published SANS standards. The installation must be done by a qualified electrician and you must be supplied with a SANS compliance certificate.

Subsidence and landslip – Limited and Extended cover

- If you are required to do so, you must prove that the loss or damage you are claiming for was caused by subsidence, landslip or ground heave.
- If during the construction of the building or any subsequent additions to the building the services of an engineer was necessary to meet Building Regulations, the buildings and outbuildings must meet the engineer's requirements. If they do not, your subsidence, landslip and ground heave cover may be affected.

Surge arrester requirements

If it is a condition of cover to have a surge arrester, it must be installed on the home's main electrical distribution board. The arrester must be as per the SANS/IEC 61643-11 low voltage surge protection standards and must:

- Be a type 2 device.
- Be designed to withstand at least peak surge currents of 40kA (I_{max}).
- Be wired in terms of SANS 10142-1 Connection type 2.
- Have a status indicator to indicate if the protector is operational or not.

- Be installed by a registered electrician who must provide either of the following:
    - A Certificate of Compliance for the installation.
    - Proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed, as well as complete the **Surge arrester checklist** form, which you can request from your broker.

  The Certificate of Compliance or proof of installation must be provided to your broker soon after the device was installed.

Installation of renewable energy equipment and/or a photo-voltaic systems

If you have permanently fitted renewable energy equipment to the home, cover is subject to the following conditions:

- We do not cover loss or damage to solar installations that are fitted on a thatch roof.
- We do not cover loss or damage to solar geysers or hybrid solar system installations where the roof structure was not capable of bearing the additional weight of the installation.
- The equipment must be installed by a registered electrician who must provide either one of the following:
    - A Certificate of Compliance for the installation.
    - Proof of installation stating their adherence to the required electrical standards and regulations at the time the device was installed.

Any items forming part of the installation of renewable energy equipment that are intended to be kept or used outdoors, are covered for theft even if there are no visible signs of forcible or violent entry to or exit from the main building or the property.

Household Contents

HEREFORD
RISK MANAGEMENT

KEY TERMS TO UNDERSTAND

Home	• The private residential building (main building) that is situated at the risk address as shown in your policy schedule and used for domestic purposes (for example a house, townhouse or flat). • Outbuildings, such as garages, storage rooms, garden sheds, Wendy houses, Zozo huts, greenhouses, staff quarters, studios, consulting rooms, flatlets, cottages or any other building that is not attached or connected to the main building with an interleading door.
Household contents	Tangible and movable items kept at the risk address, that belong to you or for which you are legally responsible. This also includes installed fixtures and fittings that belong to you. For example, as a tenant or as the owner of a sectional title building, as long as the fixtures and fittings are owned by you and you are financially responsible for the fixtures and fittings under your rental agreement, and we have agreed to them in writing. Renewable energy equipment and/or a photo-voltaic system attached to or permanently fitted to the building, forms part of household contents, if it meets the conditions under the **Your specific responsibilities** section. The definition of Household contents does not include: • The following items, including all their fitted accessories, motor vehicles, motorcycles, scooters, golf carts, three-wheeled vehicles, quad-bikes, watercraft, hang-gliders (including their equipment), aircraft, caravans and trailers (including their contents). Animals including fish, reptiles, pets and livestock. • Water in tanks, swimming pools, spas or any other water container. • Rare books, medals, unset precious stones, individual stamps or coins.
Money	This means negotiable instruments such as bank notes, Krugerrands, traveller's cheques and cards, credit cards, debit cards, phone cards, deed certificates, premium bonds, promissory notes, bills of exchange and any documents negotiable for money at face value.
Unoccupied	Your home and outbuildings are unoccupied if you or any of the people who usually live there or the person left on the premises in charge of and with access to the private residential building, have all gone out.
Premises	Your home, outbuildings and the grounds on which they are built.
Standard construction	Means that all buildings have been built with: • walls of brick, stone or concrete and • roofs of slate, tile, concrete, asbestos or metal.
Non-standard construction	This means that a building has been built with material other than those defined in the above definition of "Standard construction" such as a thatch roof or walls of wood.
Paying guest	A guest who stays at the home for a short period, without a contract, in exchange for a fee.
Tenant	A person who signed a rental agreement to live in the home for a set period. This includes sub-tenants.
Subsidence, landslip or ground heave	Refers to the movement of the land that supports the home. **Subsidence** means sinking, for example the vertical, downward movement of the soil. **Landslip** means the sliding down of a mass of land. It is in effect a small landslide and it typically occurs on a slope. **Ground heave** means the upward movement of soil supporting the home.

Collectables	This means any item that is regarded as being of value or interest to a collector, for example firearms, stamps, coins and medal collections. We will pay up to the value set out in a recognised catalogue or pricelist as at the date of the loss or damage, or as determined by an independent specialist.

HOW MUCH WE PAY

We will pay out based on the replacement cost of any damaged or lost contents. If it is uneconomical to repair, the pay-out will be based on the replacement cost of the damaged property.

Example

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

Pairs and sets

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

You always pay the first amount, or excess

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

Example

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

What if you are under-insured?

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

Example

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

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

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

The pay-out is calculated as follows:

Replacement value	R400 000
Sum insured	R200 000
Contents stolen	R50 000

Under-insurance calculation:

$$\frac{\text{R200 000}}{\text{R400 000}} \times \frac{\text{R50 000}}{1} = \text{R25 000 (less any excess applicable)}$$

WHAT WE COVER YOU FOR

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

1. Fire

Fire, lightning or explosion

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

2. Weather and earthquake

Storm, wind, water, hail, etc.

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

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

You are also covered for loss or damage to your contents arising from an **earthquake**.

3. Leaks, flooding

Overflowing of water apparatus; leakage of oil

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

4. Impact

Impact with the building; falling trees

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

5. Malicious damage

This refers to when someone deliberately causes loss or damage to your home contents without the intention of getting any benefit in return.

6. Theft

There is no cover for theft or attempted theft if the **Limited cover** option is selected, as shown in your policy schedule.

Theft pay-out depends on underlying circumstances, security and occupancy

The exact amount we pay out for theft always depends on the underlying circumstances. Sometimes we pay out up to the full amount insured – for example, when the theft occurs from your private residential building while the premises are occupied and the minimum security is in place.

At other times, we pay less than the full sum insured, or simply a limited amount – for example, when the theft occurs from your outbuildings and the minimum security is not in place and there is no forcible or violent entry. These lesser amounts are stated in your policy schedule.

Unoccupancy at time of loss or damage

If your premises is unoccupied and your private residential building does not comply with the minimum security requirements, you will have no cover for loss or damage caused by theft from the private residential building. Limited cover for theft of household contents from an outbuilding is explained under **Limited pay-out**.

How much we pay for theft claims

From your main building; outbuilding; away from the premises

You are covered for loss or damage to the contents of your home that is caused by theft or attempted theft from your home.

In some cases there must be clear signs of forced entry or exit.

Pay-out up to the sum insured

We pay out up to the sum insured for theft that occurs from your home, unless it is limited as per below. It also includes theft by violence or threat of violence in your home or on your premises, subject to the conditions below.

This cover also applies:

- to theft when your contents are being moved by professional movers during a permanent change of address
- to theft while your contents are being moved by you during a permanent change of address, provided that it is in your possession at all times and not left unattended
- to theft when your contents are in transit to or from a furniture storage outlet.

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

- your outbuildings, whether the premises are occupied or not, and whether the minimum security measures are in place or not
- a furniture storage facility, provided you have advised us in advance, and the address is stated in your policy schedule. We may apply new terms, conditions and premiums
- any other occupied private residential building where the contents are temporarily kept
- your home or outbuildings if lent, let or sub-let, provided the minimum security requirements, as stated in your policy schedule, are in place.

We pay out up to the sum insured for theft of any items forming part of the installation of renewable energy equipment that are intended to be kept or used outdoors even if there are no visible signs of forcible or violent entry to or exit from the premises.

Limited pay-out

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

- theft from your outbuildings where the minimum security requirements are not in place and there are no clear signs of forced entry or exit. The limit depends on whether the premises are occupied or not at the time of theft.
- theft from any other home or educational institution where there are no clear signs of forced entry or exit.
- theft of outdoor furniture, implements and equipment; laundry; garden tools and implements; swimming pool equipment, such as safety nets and covers; and unattended sports equipment.

Limited pay-out following forced entry or exit

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

- your place of employment
- any place used for furniture storage, other than a storage facility stated in your policy schedule
- any other home or educational institution
- theft from an unattended vehicle, on condition that one of the following applies:
  - The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are clear signs of forcible or violent entry into the building or the premises.
  - If an item is carried inside a vehicle, and the vehicle is locked, there are clear signs of forced entry and the item is out of view. For instance, your laptop must be concealed in a laptop bag and out of view inside a locked boot or concealed where possible.

- If an item is carried on a rack attached to a vehicle such as a roof rack, then the item is secured by a lock and chain, such as a surfboard.
- In the case of remote blocking, there is no cover unless there is CCTV footage or other indisputable proof available. Cover will only be considered while in transit between your risk address and any of the following places:
  - The place where you bought the home contents from.
  - The place where the home contents are being cleaned, dyed, repaired, altered or renovated.
  - Your place of employment or the accommodation you stay at while travelling for business.
  - A sports or recreational club.
  - At your holiday accommodation.
  - Any other occupied residential home where contents are temporarily stored.

This excludes items insured under the **All Risks** section.

WE ALSO COVER YOU FOR

In addition to the insured events outlined in the preceding pages, you are also covered for the following, subject to the relevant conditions, and up to the limits stated in your policy schedule:

Accidental damage

We will cover accidental damage to your household contents. Accidental damage is sudden and unforeseen, which you did not intend to happen, such as your child knocking over an expensive ornament and breaking it.

Accidental death

We will cover you for the amount shown in the policy schedule if you suffer an accidental bodily injury at your premises and you die within 90 days as a direct result of your injuries.

- An accidental bodily injury refers to an unforeseen physical injury caused by accidental, external and visible means, and that happens unexpectedly and unintentionally at an identifiable time.
- We will pay the accidental death benefit to the deceased person's estate.
- If the deceased person is a child, then we will pay the death benefit to the policyholder.
- This benefit is not applicable if the policyholder is a juristic person.

Acts by tenants

Your insurance risk might be affected by the actions or failure of tenants or owners to act in the following instances:

- Your tenant, in the case where you own the home and rent it out.
- The owner or other tenants, in the case where you do not own the home but are renting it from another person.

Because their actions are out of your control, we will cover you against loss or damage to your household contents when their actions or failure to act would have resulted in your claim being rejected. This is on condition that:

- You are not aware of their actions or failure to act.
- You tell us as soon as you learn about it.
- Their actions or failure to act were not malicious and they did not intentionally cause the loss or damage.

Example: If having an alarm system is a requirement in your policy, and your tenant does not tell you that the alarm stopped working, we will cover a claim for damage to your household contents during a burglary, because their failure to let you know of the broken alarm is out of your control. However, if your tenant intentionally causes loss or damage by vandalising your household contents, we will reject such a claim.

Alternative accommodation or loss of rent

We will pay the following if your home is uninhabitable after a valid claim:

- **Alternative accommodation**

  If your home is not rented out, then we will cover the cost of alternative accommodation for you, your live-in domestic employees and domestic pets.

  - We will decide on the alternative accommodation by considering the rental amount that would be reasonable to charge for a property of the same value and location as your home.
  - We will pay the reasonable costs we have agreed to for temporary accommodation in a guest house or hotel for not more than 14 days, while we arrange alternative accommodation.

- **Rental income**
  - If you rent out your home or part of it to tenants, then we will pay the loss of the actual rental income that you would have earned. You must give us evidence of a rental agreement to prove your loss of rental income.
  - **Holiday letting:** If you let out your home to paying guests, then this benefit does not apply to bookings that have been cancelled because your home is uninhabitable. Please contact us if you need business interruption cover under a commercial policy.

- **Rental shortfall**

  If your tenant cannot live in your home, you may be responsible for providing other similar accommodation for them.

  - If the cost of this alternative accommodation is more than the amount that the tenant would have paid you, we will cover this difference in cost.
  - We will only pay for the time that is left on your rental agreement or the time reasonably needed to make your home habitable again, whichever is the shortest.

- **Conditions**

  The following conditions apply to the alternative accommodation or loss of rent benefits:

  - We must agree that your home is not safe or suitable to be lived in (uninhabitable) because of a valid claim under this cover section.
  - We will only pay for the time reasonably needed to make your home habitable again, but not more than the limit shown in the policy schedule.
  - We will only pay for alternative accommodation OR loss of rent, unless part of your property is rented out and you qualify for both benefits.

Baggage cover

We will cover the loss or damage of luggage while in the custody of the airline. We will also cover the cost of purchasing reasonable emergency essential items of clothing and personal belongings when your luggage has been delayed, misdirected or temporarily misplaced by the airline or airport outside your permanent place of residence.

Cover for purchasing reasonable emergency essential items requires written proof of delay from the transport provider, as well as receipts of the purchased items. We will not cover delayed baggage on return to your permanent place of residence.

Clearing-up costs

We will pay the reasonable costs to remove the remains of destroyed household contents and debris from your property after an insured event. You may not remove any waste material or damaged property from the home without our permission. The limit for this benefit is in addition to the sum insured of your household contents.

Credit/debit-card fraud

We will pay out for losses arising from the fraudulent use of your credit card or debit card during any 12-month period of insurance.

Damage to guests' property

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

Domestic and wild animals

We will pay for loss or damage to your household contents caused by:

- Wild animals, which are non-domesticated animals living freely in their natural environment.
- Domestic animals that do not belong to you.

Loss or damage caused by vermin is excluded, except for monkeys and baboons.

Domestic employee's property

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

Emergency-services expenses

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

Garden damage

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

Hole-in-one (golf), full-house (bowls) & SA record

The benefits payable are in addition to the sum insured of your household contents.

- **Hole-in-one and full house:** We will pay the amount shown in your policy schedule for the traditional golf club or bowling club celebration if you score a hole-in-one or full-house, on condition that:
    - You are an amateur golfer or bowler.
    - The hole-in-one or full-house is certified on the score card by a representative of the golf club or bowling club.
    - In the case of bowls:
        - A full-house will be regarded as eight shots scored in one end during a game of Fours.
        - We will not pay for a full-house achieved in games of Singles, Pairs or Trips.
- **South African record:** We will pay the amount shown in your policy schedule if you break a South African record in any amateur sporting event.
    - The relevant recognised sporting association must give us written confirmation of the South African record.

Holiday letting

The following benefits are covered for holiday letting:

- **Loss or damage:** If you are letting your home to paying guests, we will cover loss or damage to your household contents up to the sum insured, whether you are staying on the property or not, except for accidental damage which is limited to the amount in your policy schedule. The following conditions apply:
    - There must be visible signs of forcible or violent entry to or exit from the building for malicious damage and theft claims.
    - Security deposits or payments made to you by paying guests for loss or damage to your household contents caused by the paying guests, will be deducted from any claim amount.

- **Trauma counselling:** We will pay the cost of a registered professional counsellor for the treatment of trauma suffered by a paying guest due to theft, burglary, hijacking or fire that occurred on your property up to the limit shown in your policy schedule. We will not pay you for expenses recoverable from any other insurance.

  This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

Increase in sum insured over the holiday season

We will increase the sum insured of your contents by the percentage in your policy schedule during the holiday period of 15 December to 31 January.

Imminent danger security costs

We will pay the reasonable and necessary security costs, preventative measure costs or protection of property costs incurred to prevent imminent loss or damage to your property that would be covered under this policy.

Important documents

We will pay the cost of replacing the following important documents if they are lost, damaged or stolen from the home or any other location in the world:

- An identity document, driver's licence and passport.
- Valuations for your home and contents.
- Wills and the land title to your home.
- Marriage and birth certificates.
- Contracts and agreements.
- Education certificates.

There is no cover for manuscripts.

Keys, locks and remote controls

We will pay for the cost of replacing lost, stolen or damaged keys, locks (including damaged locks of the home) and remote controls. This cover also includes the following:

- Locks, keys and remote controls to outside doors, safes, alarms and vehicles (even if the vehicle is not insured under this policy).
- The cost of a technician and any reprogramming required.
- We will also provide cover if you suspect that an unauthorised person has access to duplicates.

Check your policy schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

Money

We cover any loss of or damage to money inside the private residential building. We will not cover any losses outside the private residential building or in an outbuilding.

There is a limit for money as shown in your policy schedule, but cover is further limited for theft of money in the following instances:

- There are no visible signs of forcible or violent entry into either the private residential building or locked safe mounted onto the wall or floor.
- Money is not kept in a safe.

Office contents

We will pay for loss or damage to any goods or equipment in your home or outbuildings that are solely used for administrative or clerical work in your home office – for example, in your home profession or any one-person business that you run on the premises. If, for example, you are a plumber we will cover your office desks, cabinets and computers but not any of your tools, equipment or material you use to install or repair any plumbing.

Pest contamination

We will pay for professional extermination and control of pests caused by a sudden and unexpected infestation of your buildings that:

- Is a risk to your health.
- Can lead to loss or damage to your household contents.
- Makes your home uninhabitable.

This cover does not apply to infestations of termites or woodborer, or if your buildings have been unoccupied for more than 60 days, unless your home is listed as a holiday home in your policy schedule.

Power surge – included cover

We will cover you for loss or damage to your household contents caused by an electrical power surge up to the limit shown in the Excess and limit section. Power surges happen when the flow of electricity is interrupted, then started again, or when something sends electricity flowing back into the system. If you install a surge arrester that complies with our requirements, as explained under the heading **Surge arresters requirements** in the **Your specific responsibilities** section, then no excess will apply.

If you chose the extended Power surge cover, then the increased limit will apply in addition to the included cover.

Professional cleaning services

We will pay for a professional organisation to clean your household contents, if the contents have been soiled or stained during an assault on you by a party other than your family.

Property of parents and grandparents

We cover loss of or damage to the property of your parents and grandparents if they do not have their own contents insurance. The following conditions apply:

- Your parents must be financially dependent on you, and reside in a nursing home or residential care home.
- This cover does not include loss of or damage to money, jewellery, watches and bank cards.

Removal of contents

Fire, collision or overturning of vehicle

We will cover damage caused by fire, collision or the overturning of the conveying vehicle, when your contents are being moved by professional removers during a permanent change of address, or while in transit between your risk address and any of the following places:

- The place where you bought the contents from.
- The place where the contents are being repaired or renovated.
- A holiday destination.

However, this excludes cover for accidental damage unless you have asked us for accidental damage cover. Check your policy schedule now to see if you have chosen accidental damage – extended cover.

Restoration of data

We will cover the necessary costs to restore lost or damaged data or programmes on your personal or business computer which is kept at home, provided it is accompanied by physical loss or damage covered under this cover section.

- This cover includes costs associated with data usage to recover data from the cloud or other internet storage facility.
- Please note that the **Cyber incidents** exclusion under the **Understanding your policy** section will apply.

Security guards

We will pay the reasonable and necessary costs to hire security after an insured event, provided the loss gives rise to a claim.

Spoiling of food in fridge and freezer

- **Cost to cover spoilt contents**

  We will pay for the contents of your fridge or freezer (including medication) that is spoilt because of any of the following reasons:

  - Mechanical, electronic or electrical breakdown of your fridge or freezer.
  - Electrical failure inside your home, for instance if your building's power trips while you are away on holiday and all the food inside your fridge and freezer is spoilt.
  - Accidental damage to the fridge or freezer which causes it to stop working.

- **Contamination or odour**

  If we accept a claim for the cost to cover spoilt contents and we decide that the fridge or freezer can no longer be used due to contamination or odour, we will replace your fridge or freezer.

  In both instances, there will be no cover if loss or damage is due to loadshedding or an electricity grid failure.

  This limit can be increased if you select the optional **Accidental damage – extended cover**.

Stamp and coin collections

You are covered for accidental loss or damage to your stamp or coin collections inside your home.

Temporary emergency measures

We will pay for the reasonable costs of temporary emergency measures you carry out to protect or prevent further loss or damage to your household contents after an insured event under this policy section. The following conditions apply to this benefit:

- We will only pay back the costs if we accept the claim for the loss or damage after an event.
- You must give us a detailed invoice for the costs you incurred for the temporary emergency measures.

Example of temporary emergency measures: Temporary fencing that was put up after a vehicle drove through a boundary wall.

Tracing of water leaks

We will pay for the costs to trace the source of a water, gas or oil leak from fixed domestic appliances or pipes, as well as the cost of the necessary repairs that arise as a result of tracing the leak, if it originated after your cover started. This includes the cost of tracing of leaks from underground service pipes, sewers and drains for which you are legally liable.

- You must ask us for our permission before you arrange for a water, gas or oil leak to be traced.
- This benefit does not include the cost of the repairs to the leaking item.

Trauma counselling benefit

We will pay for professional counselling to help you and your domestic employees to cope with trauma following a violent and traumatic event, such as theft, fire or a home invasion at your premises.

This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

Veterinary expenses and medical benefit

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

- person, excluding yourself, caused by your domestic animals
- guest or visitor caused by any defect in or on your premises
- domestic employees in the course of their employment with you.

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

Water leakage from underground pipes

We will pay for any additional charges on your municipal water bill that result from the leakage of underground pipes on your premises. The following conditions apply:

- On the date the leak was fixed, the water consumption must be more than 50% of the average of the previous four readings.
- You took immediate steps to repair the pipes when you discovered physical evidence of a leak, or when you received an abnormally high water account.
- We will only pay for two incidents in a 12-month period.
- We will not pay for:
    - Water from leaking taps, geysers, toilet systems, swimming pools, fishponds or water features, tanks, spas or any other container.

Wheelchair- and disability-friendly alterations

We will pay for modifications to your home if you are accidentally injured and become permanently wheelchair bound or physically disabled. Examples include installing ramps for your wheelchair or rails to assist you.

- The limit for this benefit is in addition to the sum insured of your household contents.
- If the limit for this benefit is not enough in the event of a claim and you have also insured your building under this policy, we will pay any difference up to the limit of this benefit under the **Buildings** cover section.

ADDITIONAL COVER YOU CAN CHOOSE

Pay-out is limited

We will not pay more than the amount in your policy schedule.

Accidental damage – extended cover

- **Accidental damage:** You are covered for accidental loss or damage to your contents:
    - inside your building, outbuildings or at your premises
    - kept temporarily inside any other home up to the limit stated in your policy schedule
    - when your contents are being moved by professional movers during a permanent change of address.
- **Mechanical, electronic or electrical breakdown:** If a domestic appliance suddenly and unexpectedly stops functioning correctly because of an internal mechanical, electronic or electrical breakdown, we will pay for the cost of repairing or replacing it. We may choose whether a domestic appliance needs to be repaired or replaced. We will also pay for any parts that need to be modified or replaced.

Domestic appliances examples: Fridges, freezers, dishwashers, washing machines, television sets, sound systems and artificial intelligence devices.

There is no cover in any of the following instances:

- the reason for the mechanical, electronic or electrical breakdown existed before the cover started
- the claim is made within the first 60 days of the start of the policy
- there are no spares available
- parts of the appliance that have a short lifespan, such as batteries, bulbs, globes, fuses and knobs
- the appliance is still covered under the manufacturer's guarantee or warranty, or any other extended warranty policy.

There is no cover if the mechanical, electronic or electrical breakdown is caused by any of the following:

- removal of any parts or tampering with the appliance
- tools used in the wrong way or an unqualified person attempting to repair the appliance
- negligence, misuse or use other than normal use for which the appliance has been designed
- operation of the appliance other than according to the manufacturer's instructions
- not maintaining the appliance as per the manufacturer's recommendations
- reception difficulties, unless these are a result of the breakdown
- incorrect installation of the appliance by any person.

The Mechanical and electronic breakdown exclusion as explained under the heading General exclusions in the Understanding your policy section does not apply to the Mechanical electronic or electrical breakdown benefit.

The limit for this additional cover is in addition to the limit provided under the heading We also cover you for.

Bed & breakfast

If you run a guest house from your home, we will cover you for loss or damage up to your chosen sum insured. The following conditions apply:

- You are allowed to rent a maximum of four bedrooms out to paying guests.
- You must live on the premises.
- There must be signs of forcible or violent entry for malicious damage and theft claims.

In addition, we will provide cover for the following benefits up to the limits stated in your policy schedule:

- Stock and consumables: We will pay for the loss or damage to any stock or consumables at the premises that is used to run the Bed & Breakfast.
- Increase in the peak period: The sum insured will be increased by the limit stated in your policy schedule for long weekends, during festivals, during big sports events (for example, Argus cycle tour and Comrades marathon) and during school holidays stated in the official provincial school calendar.
- Property of paying guests: We will cover loss or damage to the personal belongings of paying guests inside the home.
    - This cover does not include loss of or damage to money, jewellery, watches and bank cards.
    - The cover excludes household goods and personal belongings insured elsewhere.
- Trauma counselling: We will pay the cost of professional counselling to help the paying guests with trauma if they are the victim of an act of violence or a traumatic accident at the premises. An act of violence includes an assault, robbery, rape or armed car hijack. We will not pay if you are covered under another policy for a similar benefit. This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.
- External signs, blinds and canopies: We will compensate you for damage to:
    - external signs at the premises or elsewhere
    - blinds and canopies at your premises.
- Cleaning and dry-cleaning: We will pay for your liability arising from accidental loss or damage to guests' laundry while you were responsible to cleaning or dry-cleaning the laundry. The Maintenance and similar acts exclusion as explained under the heading General exclusions in the Understanding your policy section does not apply to this benefit.

Home-based business stock

You are covered for loss or damage to your business stock caused by an insured peril. This is on condition that:

- you have supplied us with full details of the business activities prior to any loss or damage
- you have described the type of stock to be insured
- your premises are still predominantly used for residential purposes
- your business activities do not introduce additional risks to your home or outbuildings such as spray-painting or welding.

Keys, locks and remote controls – increased cover

We will not pay more than the amount in the policy schedule.

We will pay for the cost of replacing lost, stolen or damaged keys, locks (including locks of the home) and remote controls. This cover also includes the following:

- Locks, keys and remote controls to outside doors, safes, alarms and vehicles (even if the vehicle is not insured under this policy).
- The cost of a technician and any reprogramming that may be required.
- We will also provide cover if you suspect that an unauthorised person has access to duplicates.

This is additional cover, and applies if the limited cover is not enough to replace your keys, locks or remote controls.

The limit for this additional cover is in addition to the limit provided under the heading **We also cover you for**.

Power surge

This increased cover allows you to increase the limit for electrical power surge cover, in addition to the Power surge – included cover under the heading "**We also cover you for**".

- **Threshold limit**

  The threshold limit is the level at which the installation of an approved surge arrester becomes a requirement, as explained under the heading **Surge arrester requirements** under the **Your specific responsibilities** section. The threshold is assessed based on the combined total of your included Power surge benefit as stated in the Excess and limit section and any optional Power surge cover you select that is shown in your policy schedule.

Example: You may select different additional cover limits. For a combined cover above R50 000 (the threshold limit), it is a requirement that an approved surge arrester be installed on your home's main electrical distribution board.

- If you have R25 000 included cover and you selected R10 000 optional cover, a surge arrester is not required.
- If you have R25 000 included cover and you selected R250 000 optional cover, a surge arrester is required. If not installed, the cover will be limited to R50 000.

Subsidence, landslip or ground heave – extended cover

You are covered for loss or damage to contents on your premises caused by subsidence, landslip or ground heave. However, this cover does not apply when the subsidence, landslip or ground heave results from:

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

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

WHAT IS NOT COVERED

These exclusions are in addition to the exclusions shown in the **General exclusions** section. We will not pay a claim for any of the benefits set out in the **Household contents** section of this policy that was caused by or related to any of the following exclusions.

Accidental damage to software and data

The accidental damage cover provided under the included **Accidental damage** cover does not include loss or damage to the operating system and software of electronic devices, such as cell phones, tablets, laptops, desktop computers, media servers and handheld electronic devices, unless the device is physically damaged at the same time.

Alterations, renovations or additions to the building

We do not cover loss or damage to your household contents as a result of:

- Accidental damage while alterations, renovations or additions are being carried out by a business that you have hired to do this work.
- Theft of your household contents when building alterations, renovations or additions are taking place, unless there are visible signs of forcible or violent entry to or exit from the home.
- Malicious damage or vandalism caused by the contractor to contents in unfinished parts of the building.
- Cracking, collapse, subsidence, landslip or ground heave caused fully or partially by the alterations, renovations or additions.
- Water, storm or flooding of the home due to any unfinished alterations, renovations or additions to the home.

Blacklisted cell phones

There is no cover for loss of or damage to a cell phone that has been blacklisted by the service or network provider.

Chemicals, fertilisers and pesticides

We do not cover loss or damage caused by the use or application of chemicals, fertilisers and pesticides.

Contents in the open

We do not cover loss or damage to household contents left in the open unless the property is designed to exist in the open.

Contents mailed, couriered or delivered

We do not cover loss or damage to your contents whilst being mailed, couriered or delivered other than where the policy specifically provides cover for contents being delivered or we have agreed to it in writing.

Damage as a result of changes in the water table

We do not cover loss or damage caused by changes in the water table, except as a result of a storm.

Drones and remote-control aeroplanes

There is no cover for drones or remote-controlled aeroplanes while in use.

Firearms

We do not cover loss or damage to firearms if you do not comply with the following conditions:

- You must keep your firearm in a locked gun safe when you are not carrying it.
- The gun safe in your home must meet legislative requirements.
- You must keep the keys or access codes to the safe in a secure place to prevent unauthorised access.

Items kept in a vault or safety deposit box

We do not cover loss or damage to contents or personal belongings that are kept in a vault or safety deposit box.

These items must be specified, under the All Risks section of the policy.

Jewellery, watches, rugs, art, etc. covered up to 33.33%

We will not pay for more than 33.33% of the sum insured for loss or damage to precious metals and stones, jewellery, watches, furs, rugs, art and carpets.

Manuscripts

We do not cover loss or damage to manuscripts.

Matching materials

We do not cover any additional costs resulting from the unavailability of matching materials.

Musical instruments

We do not cover the breaking of strings or reeds of musical instruments or the splitting of drumhead skins.

Occupancy

There is no cover for your household contents in the following instances:

- There is no cover for theft if you leave the property unoccupied for more than 60 consecutive days, unless the building is listed as a holiday home in your policy schedule. We may apply new conditions if you ask us to extend cover for longer than 60 consecutive days and we agree.
- If the property is vacant, abandoned or illegally occupied.

Overwinding of clocks or watches

There is no cover for loss or damage caused by the overwinding of clocks or watches.

Specified items on another cover section or policy

We do not cover loss or damage to household contents that are specified under another cover section in this policy or under another insurance policy and for which you pay a specific premium.

For example: Your watch is covered under another insurance policy for a specific premium. This means that you pay a premium that is based on the type of item (a watch in this instance) and the actual value of the item, amongst other rating factors. If your watch is stolen from your home, we will not pay for the watch under this policy. You must claim for the watch from the other insurance policy.

Superficial damage

We do not cover loss or damage due to chewing, chipping, cracking, denting, discolouration, scratching or tearing of an item unless the functionality has been affected and it can no longer be used. This exclusion does not apply to jewellery, cameras, mobile devices, tablets, televisions, computer screens or fish tanks.

Vermin and domestic animals

We do not cover loss or damage caused by domestic animals that belong to you or anyone living at the risk address or by vermin, except for monkeys and baboons. Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers and include moths, rodents, termites or any other animal or insect classified as an invasive species.

When the home is lent, let or sublet

We do not cover theft and malicious damage if you lend, let or sub-let the home, unless there are visible signs of forcible or violent entry to or exit from the home.

Your tenant's fitted furniture, appliances, fixtures and fittings

We do not cover any improvements, fitted furniture, appliances, fixtures and fittings installed by your tenant.

YOUR SPECIFIC RESPONSIBILITIES

The specific responsibilities below are so strict that they are actually guarantees on your part and you must ensure that you comply with the requirements at all times, during the currency of your policy. If you do not comply with a specific responsibility we may reject your claim.

Tell us if you change your address

You must tell us immediately if you permanently move to a new address or even if you are just storing some of your contents elsewhere. We may impose new terms, premiums and conditions.

Tell us if you run a business from your premises

You must tell us immediately if you run a business from your premises. Your premises must at all times be predominantly used for residential purposes, and your business may not increase the risk of loss of or damage to your home or contents.

We may impose new terms, premiums and conditions.

Jewellery and watches safe requirement

You must keep jewellery and watches that are worth more than the amount per item as shown in your policy schedule, in a locked safe while not in use.

Your cover depends on whether an item is kept at a temporary location, or whether your property is occupied or not as explained below:

- **When your property is unoccupied or when an item is at a temporary location:** We will only cover an item in full if you keep it in a locked safe whilst not in use. If not kept in a safe, then your cover is limited to the amount per item as shown in your policy schedule. The following requirements apply to the safe:
    - The safe must be permanently fitted to the floor or a structural wall of the building where it is kept (at your home or a temporary location).
    - You must keep the keys or access codes to the safe in a secure place to prevent unauthorised access.
- **When your property is occupied:** We will only cover an item that was not kept in a locked safe whilst not in use if there was a threat of force to your person or if there are visible signs of forcible or violent entry to or exit from your home or your property.

Meaning of while in use: This means you are either wearing the item or you have temporarily taken it off for activities with the intention of putting it back on again thereafter. An item if only worn, every second or third day will not be considered to be in use.

For example:

- Jewellery that you temporarily removed for an activity such as exercising at a gymnasium, and locking it away in one of the facility's secure lockers.
- Jewellery that you briefly removed for tasks like washing dishes, baking, or showering, but is put back on again afterwards.
- Jewellery that you place in a secure location within your immediate vicinity, such as on a serving tray while dining at home; or on a bedside pedestal while taking an afternoon nap or sleeping at night.

However, in order to be covered in full, if you leave your property unoccupied or when an item is taken away from the risk address, then you need to make sure that your jewellery and watches that are worth more than the amount per item as shown in the policy schedule, are kept in a locked safe while not in use.

Provide us with valuation certificates

You must provide us with a valuation certificate from a registered jeweller or valuator for all items of jewellery, watches and collectables when we ask for it. If you do not, we will not pay more than the limit stated in your policy schedule for jewellery, gold, silver, platinum, watches, and precious or semi-precious stones.

Do not leave the property unoccupied

You will not be able to claim for theft from your premises if they are left unoccupied for more than 60 consecutive days during any 12-month calendar period, unless we have agreed to it or you told us it is a holiday home. We may charge an additional premium to extend the cover.

You must comply with conditions of cover

Before we agree to insure certain items, or to provide full or partial cover in certain instances, you may be requested to comply with measures to reduce the risk and severity of loss or damage. For example, we may ask you to have a linked alarm installed at your home. We will give you 14 days from the date we told you about these requirements for you to comply, unless we agree otherwise in writing.

You must tell us of the actions of your tenants

You must tell us as soon as possible if your insurance risk might be affected by the actions or neglect of your tenant living on the property. An example is if your tenant changes the security measures. In such cases, we may impose additional terms, conditions and exclusions.

Have these minimum security measures

Cover for theft or malicious damage is subject to you meeting the minimum security requirements which we have agreed with you. The required security requirement for your home is stated in your policy schedule and will be one of the following:

Burglar bars and security gates

If it was agreed that the minimum security requirement is burglar bars and security gates, then the following conditions apply:

- all opening windows must be protected by burglar bars
- security gates must be fitted to all exit doors, and must be locked when your premises are left unoccupied
- burglar bars and security gates must be maintained and in working condition at all times.

Alarm system

If it was agreed that the minimum security requirement is an alarm system, then the following conditions apply:

- the alarm must be linked to a 24-hour armed-response service
- the alarm must be working properly and the contract with the armed response company must be active
- you must change the generic code to your own unique code
- if we asked you to, the alarm must be linked to an electric fence, or, must include outside alarm beams
- the alarm must be activated when your premises are left unoccupied.

If the alarm was not activated, we will consider your claim on the following conditions:

- There must be clear signs of forced entry to or exit from the buildings.
- The claim is valid in all other respects. For example, we didn't reject it because of your dishonesty or intentional misrepresentation.

- The service provider can give us an audit log of all alarms received (including activation and deactivation) for the last three months, showing that the alarm is usually activated and in working order while your premises are left unoccupied.
- You must pay an additional excess on top of your basic excess.

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

If you live in a high-security complex

If your home is listed in your policy schedule as being in a high-security complex, and we agreed that the minimum security requirements below apply to you, then you must ensure that the following security measures are in place at the complex, fully maintained and in working order at all times:

- 24-hour access control to the complex
- a high perimeter wall with electric fencing, alarmed and linked to either a 24-hour armed-response service or the guardhouse

If you become aware that any of the above requirements are not in place, you must advise us immediately. We may suspend theft or malicious damage cover or apply new terms and conditions, until you can comply.

When your premises in the complex are left unoccupied, we will only consider your claim on the following conditions:

- all opening windows not protected by burglar bars must be closed
- all exit doors not protected by security gates must be locked
- there must be clear signs of forced entry to or exit from the buildings

OR

- if a 24-hour armed-response service linked alarm system is installed in the buildings
    - the alarm must be activated
    - the alarm must be working properly and the contract with the armed response company must be active
    - you must change the generic code to your own unique code.

  If the alarm was not activated, we will consider your claim on the following conditions:
    - There must be clear signs of forced entry to or exit from the buildings.
    - The claim is valid in all other respects. For example we didn't reject it because of your dishonesty or intentional misrepresentation.
    - The service provider can give us an audit log of all alarms received (including activation and deactivation) for the last three months, showing that the alarm is usually activated and in working order while your premises are left unoccupied.
    - You must pay an additional excess on top of your basic excess.

IMPORTANT: Additional security requirements may also be required if stated in your policy schedule.

All non-standard construction buildings

You must tell us if your home where your household contents are kept is constructed of non-standard material. You will not be covered for loss or damage from a fire if your home is constructed of non-standard material and does not have either **Surge arrester** or a **Lightning conductor**, as explained below.

- ### Surge arrester requirements

  If you choose to install a surge arrester, it must be as per the SANS/IEC 61643-11 low voltage surge protection standards, installed on the main electrical distribution board and the device must:
    - Be a type 2 device.
    - Be designed to withstand at least peak surge currents of 40kA (I_{max}).
    - Be wired in terms of SANS 10142-1 Connection type 2.
    - Have a status indicator to indicate if the protector is operational or not.

- Be installed by a registered electrician who must provide either of the following:
  - A Certificate of Compliance for the installation.
  - Proof of installation stating their adherence to the required electrical standards and regulations at the time that the device was installed, as well as complete the **Surge arrester checklist** form, which you can request from your broker.

  The Certificate of Compliance or proof of installation must be provided to your broker soon after the device was installed.

- **Lightning conductor**

  If a lightning conductor is installed it must comply with the following requirements:
  - The lightning conductor must be installed, operated and maintained according to the manufacturer's specifications.
  - The lightning conductor must be of adequate height to protect the building at a minimum angle of 45˚ from the top of the building to ground level and it needs to be earthed.

In addition, the following conditions apply to roofs of thatch or wood and chimneys:

- **Thatch roofs**
  - Under no circumstances should steel pipes, cables or electric wiring be in direct contact with the thatch.
  - We do not cover loss or damage to solar installations that are fitted on a thatch roof.
  - There must be adequate clearance between the thatch and metal objects under it.
  - Where metals used in the construction of the roof are not bonded and earthed, a minimum clearance of one metre must be maintained between metals in the roof, water pipes, vent pipes, tanks, gas pipes, antennas, telephone, bell wires, burglar alarms, electrical wiring and conduits.

- **Wood or thatch roofs treated with fire retardant**
  - If you have a wood or thatch roof and it is treated with a fire retardant, then it must be maintained according to the manufacturer's specifications or at a minimum interval not exceeding 3 (three) years.
  - You must supply us with written proof of this, if required by us.

- **Conditions for a chimney**

  You must take all reasonable steps to make sure that your chimney complies with the relevant National Building Regulations regarding the height of the chimney and the materials used to construct it. The following conditions also apply to chimneys:
  - The chimney must not create a fire hazard to any adjacent material.
  - A non-combustible flashing must be installed on the roof around the chimney.
  - The chimney must protrude at least one metre higher than the thatch around it on all sides.

Surge arrester requirements

If it is a condition of cover to have a surge arrester, it must be installed on the home's main electrical distribution board. The arrester must be as per the SANS/IEC 61643-11 low voltage surge protection standards and must:

- Be a type 2 device.
- Be designed to withstand at least peak surge currents of 40kA (I_{max}).
- Be wired in terms of SANS 10142-1 Connection type 2.
- Have a status indicator to indicate if the protector is operational or not.
- Be installed by a registered electrician who must provide either of the following:
  - A Certificate of Compliance for the installation.
  - Proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed, as well as complete the **Surge arrester checklist** form, which you can request from your broker.

  The Certificate of Compliance or proof of installation must be provided to your broker soon after the device was installed.

Renewable energy equipment and/or photo-voltaic systems

If you have renewable energy equipment and/or a photo-voltaic system (commonly referred to as a solar PV system), including inverters, batteries and fixed generators attached or permanently fitted to the building and you are legally and financially responsible for it, cover is subject to the following conditions:

- We do not cover loss or damage to solar installations that are fitted on a thatch roof.
- We do not cover loss or damage to solar geysers or hybrid solar system installations where the roof structure is not capable of bearing the additional weight of the installation.
- Your Household contents sum insured must include the value of these items to avoid underinsurance. You also need to double-check that your sum insured is still sufficient at policy anniversary, as it is possible that the cost of these items will increase by more than the inflationary percentage applied to your overall Household contents sum insured.
- Cover is on condition that the equipment is not covered in any other policy.
- You are unable to insure the items under the **Buildings** section, for example as the owner of a sectional title building under your rental agreement or sectional title lease agreement.
- The equipment must be installed by a registered electrician who must provide either one of the following:
    - A Certificate of Compliance for the installation.
    - Proof of installation stating adherence to the required electrical standards and regulations at the time that the device was installed.

Any items forming part of the installation of renewable energy equipment that are intended to be kept or used outdoors, are covered for theft even if there are no visible signs of forcible or violent entry to or exit from the main building or the property.

All Risks

HEREFORD
RISK MANAGEMENT

KEY TERMS TO UNDERSTAND

Unspecified property	Clothing and personal effects that are either worn or carried with you, or which often leave your home. These tend to be low-value items such as pens, make-up and handbags. Unspecified property also includes sports equipment (except pedal cycles) and groceries.
Specified property	Any item of property that is specifically listed in your policy schedule. These tend to be of high value, and typically include jewellery, watches and personal computers.
Collectables	This mean any item that is regarded as being of value or interest to a collector. For example, firearms, stamps, coins and medal collections. We will pay up to the value set out in a recognised catalogue or pricelist as at the date of the loss or damage, or as determined by an independent specialist.
Computer	Your computer, laptop or tablet, as well as any associated accessories for example a monitor, keyboard, mouse, carrying case or printer. It includes any software supplied by the manufacturer as part of the computer, and any programs or software for which you have a legal licence, provided your sum insured is sufficient.
Home	• The private residential building (main building) that is situated at the risk address as shown in your policy schedule and used for domestic purposes (for example a house, townhouse or flat). • Outbuildings, such as garages, storage rooms, garden sheds, Wendy houses, Zozo huts, greenhouses, staff quarters, studios, consulting rooms, flatlets, cottages or any other building that is not attached or connected to the main building with an interleading door.

PAYING OUT AFTER A CLAIM

How much we pay

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

For any claim under Unspecified Property, we will pay up to the limit, stated in your policy schedule, for any one item or groceries. If you have chosen a sum insured of R10 000 and the limit is 25% we will pay up to R2 500 (25%) for any one item or groceries. This pay-out will never exceed the amount in your policy schedule.

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

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

Example

Unspecified item

If you have lost a watch that costs R2 500 to replace, and your limit is R2 500 (25% of the sum insured of R10 000), we will pay the full R2 500. If you lost groceries that cost R1 500, and your limit is R2 500 (25% of the sum insured of R10 000) we will pay the full R1 500. This pay-out will never exceed the amount in your policy schedule.

Specified item

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

Dual insurance

If you have more than one insurance policy in place that covers the same item, the way we deal with a claim will depend on whether the item is insured as a specified item or unspecified property:

- **The item is insured as unspecified property and as a specified item on another policy:** If an item is insured as unspecified, and the same item is also insured with another insurer as a specified item for which you pay a specific premium, then you must claim from the other insurer. There is no cover under this policy in this instance.

For example: Your watch is covered under another insurance policy as a specified item and you pay a specific premium for it. This means that you pay a premium that is based on the value of your watch. If your watch is stolen, we will not pay for the watch under this policy. You must claim for the watch from the other insurance policy.

- **The item is insured as a specified item on this policy and as unspecified property on another policy:** If an item is insured as a specified item and you also have it covered as unspecified property with another insurer, then you must claim from this policy and not from the other insurer because you pay a specific premium for it under this policy.

For example: Your watch is covered under this policy as a specified item and you pay a specific premium for it. This means that you pay a premium that is based on the value of your watch. If your watch is stolen, the other insurer will not pay for the watch under their policy. You must claim for the watch from this policy.

- **The item is insured under both policies as specified items:** If an item is insured as a specified item, and the same item is also insured with another insurer as a specified item for which you pay a specific premium, then the full amount of the claim will be split proportionally between the two policies. Please refer to the **Dual insurance** clause in the **Understanding your policy** section for a full explanation of how this works.
- **The item is insured under both policies as unspecified property:** If an item is insured as unspecified property, and you also have it covered as unspecified property with another insurer, then the full amount of the claim will be split proportionally between the two policies. Please refer to the **Dual insurance** clause in the **Understanding your policy** section for a full explanation of how this works.

Pairs and sets

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

You always pay the first amount, or excess

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

Example

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

WHAT WE COVER YOU FOR

Accidental loss or damage worldwide

We cover you for a maximum of six consecutive months, for loss or damage to your insured property normally worn or carried by you, or which often leaves your home, anywhere in the world, from any accidental cause that is not specifically excluded in this section.

In the case of specified property we even cover you for loss due to jamming of your remote control as set out hereunder.

Where is my insured property covered?

Your insured property (Unspecified and Specified) is covered while you are wearing it, carrying it or travelling with it anywhere in the world. If, however, your property is not carried or worn by you, you must comply with the requirements such as having it kept in a safe or taking reasonable steps to prevent loss or damage. Where the size of the item allows, valuables should be taken on board of flights as hand luggage and locked in a safe when at your accommodation unless we have agreed otherwise.

- Unspecified property is only covered for loss or damage while they are away from your home.
- Loss or damage while unspecified property is at your home will be covered under your Household contents cover section as part of your household contents sum insured.
- Specified property is covered for loss or damage while they are away or at your home.

Remote blocking – specified property

If specified property is stolen from your vehicle without any forced entry and you blame that on interference with your remote control by a jamming device, then you must prove it to us. The item must be out of view, for instance inside a locked boot, inside the glove compartment or under a seat.

The amount of the pay-out will depend on whether the evidence is acceptable to us and whether it can be backed up by CCTV footage. Check your policy schedule now to see the applicable limits.

WHICH ITEMS OF YOUR PROPERTY ARE INSURED

Unspecified property

Unspecified property means everyday items of clothing and personal effects normally worn by or carried on one's person, or which often leaves your home.

It includes sports equipment – but you cannot claim for it if it breaks whilst in use. It also includes groceries while you are transporting these from a place of purchase.

The following items cannot be covered under unspecified property:

- vehicle sound equipment
- computers (as defined, except for its accessories)
- any telecommunication devices such as cell phones (excluding accessories)
- rare books, metals, unset precious stones, individual stamps or coins (including Kruger coins)
- pedal-cycles
- property that is more specifically insured
- items that are kept in a safety deposit box
- drones and remote-controlled aeroplanes.

If you need cover for any of these items, you must specify them. Accessories for computers and telecommunication devices don't need to be specified, it is only the computer or telecommunication device itself that needs to be specified.

Specified property

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

This includes ***caravan contents***, whether in the caravan itself or the side tent. It also includes sports equipment if it breaks whilst in use as long as these items are specified.

How we insure computers

You can insure your computer under the **All Risks** cover section or the **Personal computers** cover section.

- The main cover under both sections is exactly the same:
  - We cover your computer for loss or damage anywhere in the world, from any cause that is not specifically excluded.
  - We also cover loss or damage to accessories, any software supplied by the manufacturer as part of the computer, and any programs or software for which you have a legal licence, provided your sum insured is sufficient.
- If your computer is insured under the **All Risks** cover section, you can still extend your cover by selecting these optional benefits under the **Personal computers** cover section:
  - Electronic breakdown
  - Ensuring compatibility between your old and new computer
  - Reinstatement of data.

Items kept in a safety deposit box

- We will cover you against loss of or damage to your items in a vault or safety deposit box at a bank or similar secure facility.
- You will be covered for the sum insured as shown in your policy schedule, on condition that you notify us when temporarily removing the item. If you have not notified us, we will cover you up to the limit as shown in your policy schedule.
- You will also have cover up to the sum insured as shown in your policy schedule while items are in transit to or from any bank, secure facility, place of purchase, place of repair and your home.

ADDITIONAL COVER YOU CAN CHOOSE

In addition to the standard cover outlined in the preceding pages, you can also choose to be covered for loss or damage in the case listed below. Check your policy schedule now to see if you have chosen this additional cover.

Remote blocking – unspecified property

If unspecified property is stolen from your vehicle without any forced entry and you blame that on interference with your remote control by a jamming device, then you must prove it to us. The item must be out of view, for instance inside a locked boot, inside the glove compartment or under a seat.

The amount of the pay-out will depend on whether the evidence is acceptable to us and whether it can be backed up by CCTV footage. Check your policy schedule now to see what the applicable limits are.

WHAT IS NOT COVERED

These exclusions are in addition to the exclusions shown in the **General exclusions** section. We will not pay a claim for any of the benefits shown in the **All Risks** section that was caused by, or related to any of the following exclusions.

Blacklisted cell phones

There is no cover for loss of or damage to a cell phone that has been blacklisted by the service or network provider.

Delivery

We do not cover loss of or damage to your property while being mailed, couriered or delivered, unless we have agreed to it in writing.

Drones and remote control aeroplanes

There is no cover for drones or remote-controlled aeroplanes while in use.

Fixtures and fittings of caravans and trailers

There is no cover for fixtures and fittings under this cover section. These items can be covered separately under the **Motor** cover section.

Money and manuscripts

- We do not cover loss or damage to manuscripts and cash used as currency (coins and banknotes).
- We do not cover credit cards, debit cards, phone cards, Krugerrands, deeds, bonds, bills of exchange, promissory notes, traveller's cheques and cards, and any other documents negotiable for money at face value, unless it is specified and kept in a vault or safety deposit box.

Musical instruments

We do not cover the breaking of strings or reeds of musical instruments or the splitting of drumhead skins.

Overwinding of clocks or watches

There is no cover for loss or damage caused by the overwinding of clocks or watches.

Superficial damage

We do not cover loss or damage due to chewing, chipping, cracking, denting, discolouration, scratching or tearing of an item unless the functionality has been affected and it can no longer be used. This exclusion does not apply to jewellery, cameras, mobile devices, tablets or computer screens.

Theft from an unattended vehicle

There is no cover for theft from an unattended vehicle (car, caravan or trailer), except in the following instances:

- The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are clear signs of forcible or violent entry into the building or the premises.
- If an item is carried inside a vehicle, and the vehicle is locked, there are clear signs of forced entry and the item is out of view. For instance, your laptop must be concealed in a laptop bag and out of view inside a locked boot or concealed where possible.
- If an item is carried on a rack attached to a vehicle such as a roof rack, then the item is secured by a lock and chain, such as a surfboard.
- In the case of remote blocking, you will be covered up to the limit stated in your policy Schedule.

This exclusion does not apply to theft of unattended pedal cycles. Please refer to the **Comply with our conditions for pedal cycles (including e-bicycles)** conditions as explained under the heading Your specific responsibilities to understand your theft cover for these items.

The following specific items

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

- vehicles, motorcycles, scooters (other than mobility scooters and children's motorised scooters/motorbikes/ ride-ons), three-wheeled vehicles, quad-bikes, motorised lawnmowers, golf carts, trailers, caravans, hang-gliders, aircraft (other than remote-controlled aeroplanes/drones if specified) or pleasure-craft – or any of their fitted equipment and accessories
- cameras and photographic equipment used for business purposes or financial gain.

YOUR SPECIFIC RESPONSIBILITIES

Be aware of your responsibilities

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

Jewellery and watches safe requirement

- **When your property is unoccupied or when the item is away from the risk address,** we will only cover an item in full if you keep it in a locked safe while not in use. If not kept in a safe, then your cover is limited to the amount per item as shown in your policy schedule. The following requirements apply to the safe:
    - The safe must be permanently fitted to the floor or a structural wall of the building where it is kept (at your risk address or at another building).
    - You must keep the keys or access codes to the safe in a secure place to prevent unauthorised access.
- When your property is occupied, we will only cover an item that was not kept in a locked safe if there was a threat of force to your person or if there are visible signs of forcible or violent entry to or exit from your home or your property.

Meaning of while in use: This means you are either wearing the item or you have temporarily taken it off for activities with the intention of putting it back on again thereafter. An item if only worn, every second or third day will not be considered to be in use.

For example:

- Jewellery that you temporarily removed for an activity such as exercising at a gymnasium, and locking it away in one of the facility's secure lockers.
- Jewellery that you briefly removed for tasks like washing dishes, baking, or showering, but is put back on again afterwards.
- Jewellery that you place in a secure location within your immediate vicinity, such as on a serving tray while dining at home; or on a bedside pedestal while taking an afternoon nap or sleeping at night.

However, in order to be covered in full, if you leave your property unoccupied or when an item is taken away from the risk address, then you need to make sure that your jewellery and watches that are worth more than the amount per item as shown in the policy schedule, are kept in a locked safe while not in use.

Comply with our conditions for pedal cycles (including e-bicycles)

We will cover the theft of your unattended pedal cycle in the following instances noted below. If you do not comply with these conditions, then the cover will be up to the limit as shown in your policy schedule. The unattended pedal cycle is:

- Inside a vehicle that is locked and there are clear signs of either forced entry or exit, or there is CCTV footage or other indisputable proof in the case of remote jamming.
- Inside a trailer that is locked and there are clear signs of forced entry.
- Inside a vehicle or trailer that is securely parked (for instance inside a locked building or behind locked gates) and there are visible signs of forcible or violent entry to or exit from the building or the property.
- Being transported by a commercial carrier such as an aeroplane, ship, bus or train.
- Securely locked to an immovable object, vehicle or trailer by a cable or chain.
- Left in a designated secure bicycle park with manned security provided by an official organiser such as a provincial, national or international cycling body.

When is a bicycle considered to be unattended?

A bicycle is considered unattended if it is out of your direct line of sight and more than 10 metres away from you.

Provide us with valuation certificates

You must provide us with a valuation certificate from a registered jeweller or valuator for all items of jewellery, watches and collectables when we ask for it. If you do not, we will not pay more than the limit stated in your policy schedule for jewellery, gold, silver, platinum, watches, collectables and precious or semi-precious stones.

Personal Computers

HEREFORD
RISK MANAGEMENT

KEY TERMS TO UNDERSTAND

Computer	Your computer, laptop or tablet, as well as any associated accessories for example a monitor, keyboard, mouse, carrying case or printer. It includes any software supplied by the manufacturer as part of the computer, and any programs or software for which you have a legal licence, provided your sum insured is sufficient.

PAYING OUT AFTER A CLAIM

How much we pay

If your personal computer is damaged or lost, we will pay out based on the replacement cost up to the sum insured stated in your policy schedule. This will also apply to any accessories and software supplied as part of the computer by the original equipment manufacturer and any licensed programs or software.

How we pay

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

Example

If you have lost a laptop that costs R8 000 to replace, plus accessories, original or specified software and programs for R4 000, we will pay R12 000 or buy you a new laptop with accessories and software for R12 000.

You always pay the first amount, or excess

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

Example

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

WHAT WE COVER YOU FOR

Standard Cover

Loss or damage

We cover you for a maximum of six consecutive months for loss or damage anywhere in the world, from any cause that is not specifically excluded.

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

Remote blocking

If your computer is stolen from your vehicle without any forced entry and you blame that on interference with your remote control by a jamming device, then you must prove it to us. The item must be out of view, for instance inside a locked boot, inside the glove compartment or under a seat.

The amount of the pay-out will depend on whether the evidence is acceptable to us and whether it can be backed up by CCTV footage. Check your policy schedule now to see the applicable limits.

Additional cover you can choose

In addition to the standard cover outlined above, you can also choose to be covered for loss or damage in the cases listed below. Check your policy schedule now to see if you have chosen this additional cover:

Electronic breakdown

We cover you for accidental electronic breakdown, such as a hard-drive crash.

Ensuring compatibility between your old and new computer

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

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

Reinstatement of data

These are necessary costs and expenses incurred by you to reinstate data or programs lost as a result of accidental erasure. Please note that the **Cyber incidents** exclusion under the **Understanding your policy** section will apply.

WHAT IS NOT COVERED

You must read these exclusions together with the **General exclusions** in the **Understanding your policy** section to make sure you understand exactly what is not covered. We will not pay a claim for any of the benefits shown in the **Personal computers** section that was caused by, or related to any of the following exclusions:

Delivery

We do not cover loss of or damage to your computer while being mailed, couriered or delivered, unless we have agreed to it in writing.

Operating systems and software

There is no cover for accidental loss of or damage to the operating system and software of electronic devices that is not caused by physical loss or damage to the item.

Superficial damage

We do not cover loss or damage due to chewing, chipping, cracking, denting, discolouration, scratching or tearing of an item unless the functionality has been affected and it can no longer be used. This exclusion does not apply to computer screens.

Theft from an unattended vehicle

There is no cover for theft from an unattended vehicle (car, caravan or trailer), except in the following instances:

- The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are clear signs of forcible or violent entry into the building or the premises.
- If an item is carried inside a vehicle, and the vehicle is locked, there are clear signs of forced entry and the item is out of view. For instance, your laptop must be concealed in a laptop bag and out of view inside a locked boot or concealed where possible.
- In the case of remote blocking, you will be covered up to the limit stated in your policy schedule.

Personal Liability

HEREFORD
RISK MANAGEMENT

KEY TERMS TO UNDERSTAND

Accident	An incident that happens unexpectedly and unintentionally at an identifiable time and place. Accidental has a similar meaning.
Bodily injury	Physical injury to a person's body caused by accidental, external and visible means.
Domestic employee	People employed by you at your home, such as cleaning staff, nannies, au pairs, drivers and gardeners.
Period of insurance	Any period of time for which you have paid the premium.
Risk address	The South African address at which your home is situated, as shown in your policy schedule for Buildings or Household contents (depending on your cover under this policy).
You	Includes yourself, your spouse and any members of your immediate family who normally reside with you and are financially dependent on you. Where applicable, 'you' also includes a co-insured as shown in your policy schedule as long as the co-insured normally resides with you.
Liability	Refers to when you can be held legally liable to pay damages arising out of any event, not otherwise excluded under this section.
Paying guest	A guest who stays in the building for a short period, without a contract in exchange for a fee.
Tenant	A person who signed a rental agreement to live in the building for a set period. This includes sub-tenants.

The increasing cost of negligence

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

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

Your legal liability

- This section covers you if you are held legally responsible by a court of law for causing damage to a person's property or causing injury or death to that person. This is called legal liability. The law allows three years from the date that the other person became aware of the event, for that person to make a claim against you.
- The event causing the liability claim must have happened during your period of insurance.

Causes of liability

The following are all possible causes which can lead to a liability claim being made against you:

- Accidental death, bodily injury or illness.
- Accidental loss of property.
- Accidental damage to property.
- Emergency medical expenses that you have to pay after accidental bodily injury to another person, but only if you are legally liable to pay the expenses and it is not covered by another insurance policy.

If there is more than one person making a liability claim against you, resulting from the same event, we will treat all claims as if they were first made against you on the date of the event leading to the claims against you.

PAYING OUT AFTER A CLAIM

Territorial limits

You are covered for liability claims which are made against you anywhere in the world, except if the liability claim is made in the United States of America (USA), Canada or any other country which operates under the laws of the USA or Canada.

Pay-outs are always limited

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

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

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

Example

Your dog runs out into the street and bites a passer-by. He has to go to hospital, and incurs medical expenses of R95 000. If the sum insured in your policy schedule for this kind of event is stated as R1 000 000, we will pay out the full R95 000.

How we deal with your liability claim

- We will take over your rights to defend yourself.
- We will consider whether you are responsible for causing the damage, loss, bodily injury, illness or death.
- If we do not consider you responsible, we will refute liability on your behalf and send a letter to this effect to you, as well as to the person claiming liability against you. We will continue with your defence until the matter is finalised, which may include appointing attorneys on your behalf.
- If you are responsible, we will negotiate with the other person on your behalf. We will attempt to reach a settlement for the damage, loss, injury, illness or death. If we cannot reach a settlement, or if we receive a summons from the court, we will go to court on your behalf.

How we may settle your liability claim

- We will pay once we have either negotiated a settlement, or once we have accepted legal liability on your behalf.
- We may pay the liability benefit either to you, or to the person that is claiming liability against you.
- In some cases, we may pay out less than the limit as shown in your policy schedule if we decide that it represents a fair settlement.
- Once we have paid the liability benefit, we have met our responsibilities to you under this policy. We will not be responsible for any other costs relating to that claim.
- Our payment will be made in South African rands only.

Dual insurance

If you have more than one insurance policy in place that covers you for liability for the same event, the full amount of the claim will be split proportionally between the different policies.

- The cover you have under each policy will determine how we split the claim amount.
- If you claim from us, you may not also claim from the other insurer, and if you claim from the other insurer, you may not also claim from us.
- If you claim from us, we may settle your claim in one of the following ways:
    - We may pay the full claim amount to you and recover from the other insurer the part of the claim that they are responsible for.
    - We may pay only our part of the claim to you and arrange with the other insurer to pay their part of the claim directly to you.

- Whichever option we decide on, we will pay back the part of the premiums received which relates to the other insurer's part of the claim, but only in respect of premiums received for three years prior to the date of the claim.
- It is the other insurer's responsibility to refund the premiums you paid to them relating to our portion of the claim, and you will have to contact the other insurer directly for a refund.

WHAT WE COVER YOU FOR

General Personal Liability

If you have Buildings or Household contents cover under this policy then you automatically get **General Personal Liability** cover.

Accidental death, bodily injury or illness

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

Accidental loss or damage

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

Legal costs

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

Tenant's Personal Liability

If you have Household contents cover under this policy then you automatically get **Tenant's Personal Liability** cover.

In the home you are renting

We will cover your legal liability as a tenant towards the owner of your home, as far as it relates to the loss or damage to property which you are responsible for under your rental or lease agreement.

You are not covered for the following:

- Liability caused by fire or any other insured event against which you have to insure your home, under your rental or lease agreement.
- Liability because you did not comply with the terms of any insurance policy covering your home, which resulted in the insurance claim being rejected.

Towards your domestic employee

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

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

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

Property Owner's Liability

If you have Buildings cover under this policy then you automatically get **Property Owner's Liability** cover.

For the home you own

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

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

Towards your domestic employee

If you own the private residential building, we also cover you for the following instances of personal liability towards your domestic employee, provided that these arise out of their employment duties:

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

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

Renting out your home

If you own the private residential building that you have let or rented out to a tenant, we cover you for the following instances of personal liability:

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

Your tenants are regarded as third parties for the purpose of this cover.

Towards paying guests

We will cover you for legal liability towards paying guests, who are injured or die because of an accident that happens at your risk address.

Spread of fire liability

If you have Buildings or Household contents cover under this policy then you automatically get Spread of Fire Liability cover.

We will cover your legal liability resulting from the spread of fire from your premises. This is on condition that you comply with all the requirements of the National Veld and Forest Fire Act (if applicable).

Cover is limited to the amount stated in your policy schedule for plots and farms. A plot (also referred to as a smallholding or agricultural holding) or a farm is a property that has been zoned for agricultural use. This does not necessarily mean that the property is used for agricultural purposes.

Security-related Liability

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

Wrongful arrest

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

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

Activities of your security company

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

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

Electric fence

We cover your liability relating to the ownership of an electric fence which may lead to bodily injury or death.

Extended Personal Liability

We cover you for the following under this benefit:

- Legal liability for any event during the period of insurance:
    - That is not covered by your underlying insurance policy. This means that it is excluded in the exclusions section in the underlying policy, or there is no mention of cover for it.

Underlying policy refers to an active insurance policy with one of the following:

- A registered South African, Namibian, Botswanan or Mozambican insurer (underlying insurer) that covers personal, property owner's, tenant's, motor or watercraft liability.
- Any insurer (underlying insurer) in the world that covers:
    - motor liability for any motor vehicle hired, leased or owned by you;
    - watercraft liability for any watercraft owned by you; or
    - property owner's liability for any property owned by you outside of South Africa.

- Where the liability exceeds the limit of the underlying policy and the underlying insurer has:
    - Paid a valid claim in terms of the policy.
    - Admitted liability to a valid claim in terms of the policy.
    - Been held liable by a court of law to pay up to the limit of the underlying policy.
- Legal costs and legal expenses that a claimant can recover from you for a valid claim under this benefit on condition that we have agreed in writing to cover these costs, prior to the costs being incurred.
- Legal liability for pollution or contamination during the period of insurance on condition that it happens unexpectedly and unintentionally at an identifiable time and place.

The following conditions of cover apply:

- You must have an underlying policy that covers precisely the type of liability that you are claiming for.
- You must have complied with the conditions of the underlying policy.
- The underlying policy must provide cover up to a limit of at least R1 million, and R2.5 million for motor liability.

Limit of liability

The limit shown in your policy schedule is the maximum amount that we will pay for any claim under this benefit for any single claim, any series of claims from the same event, or all events during the period of insurance.

Territorial limits

You are covered for liability claims that are made against you anywhere in the world, except if the liability claim, award, settlement, court or enforcement order is made in the United States of America (USA), Canada or any other country which operates under the laws of the USA or Canada.

Exclusions

You must read these exclusions together with the **General exclusions** in the **Understanding your policy** section to make sure you understand exactly what is not covered.

- **Fines, penalties, punitive damages and debt**
  - There is no cover for any fines, penalties or punitive damages imposed by law, or liability arising from any debt.
- **If you have other insurance**
  - We do not cover your liability for loss or damage to property, if that liability is covered under any other insurance policy.
- **Liability relating to aircraft, firearms, vehicles and pleasure-craft**
  - **Aircraft:** There is no liability relating to the ownership, possession or use of any aircraft or unmanned aerial vehicles (UAV) or systems (UAS) such as drones. We do cover radio-controlled model aircraft, but only if it was used in terms of the rules and regulations set out by the South African Model Aircraft Association.
  - **Firearms:** We do not cover the ownership, possession, use or handling of firearms or air guns.
  - **Vehicles:** There is no cover for liability relating to the ownership, possession or use of any self-propelled vehicle, scooter, three-wheeler, quad bike, caravan, trailer or golf cart, except for:
    - Hobbyists' models and toys, ride-on and motorised lawn mowers.
    - Motorised equipment and wheelchairs covered under **All Risks**.
    - The cover provided under **What we cover: Motor liability**.
  - **Legislation relating to vehicles:** There is no cover for liability that is governed by a law that regulates the use of vehicles in the following instances:
    - Where you must insure against the liability.
    - If the state or any government body or authority is required to deal with the claim.
  - **Pleasure-craft:** There is no liability relating to the ownership, possession or use of any pleasure-craft except for pleasure-craft liability under the **Pleasure-craft** section.
- **Liability relating to any employment, business or profession**
  - There is no liability cover arising from any employment, business or profession except for liability covered under the **Liability towards paying guests** and **Domestic employee's liability** benefits. This does not apply if you have selected cover for:
    - Business liability under the Personal Liability cover section.
    - Extension of liability under the Motor cover section.
    - Bed & Breakfast under the Household contents cover section.
- **Liability relating to property**
  - There is no liability cover relating to the ownership, possession or occupation of land or buildings, except for buildings (including the land on which they are situated) used as your private residence that are covered by your underlying policy.
  - There is no cover for liability relating to you buying, selling or swapping any movable or immovable property.
- **Liability relating to your actions**
  - We do not provide any cover if you were dishonest, malicious or if you physically assaulted another person.
  - We do not cover your liability if you recklessly ignored the consequences of what you were doing or failing to do.
  - We do not cover your liability if you agreed to accept, or already accepted, legal liability without first getting our permission.
  - We do not cover your liability arising from the failure to pay maintenance or alimony or any amounts following a breach of promise.

- There is no cover for the purchase, sale or exchange of any property (movable or immovable), including your failure to follow any obligations in relation to this.
- There is no cover for liability that arises purely from an agreement unless there would have been liability without the contract being signed.

- **Liability towards certain people**
  - We do not cover liability between family members or people insured under this policy at the time of the event that resulted in the claim.
    - This means that we do not cover your liability relating to the death or bodily injury of a co-insured (where applicable), or any member of your family whether they live with you or not.
    - We also do not cover their liability relating to your death or bodily injury.
  - There is no liability cover relating to the loss or damage of property belonging to you, a family member (whether they live with you or not) or any person in your employ, or in the care, custody or control of you or any other person covered by this policy.

Social discrimination

We do not cover any loss or damage for claims arising directly or indirectly from acts of actual or perceived social discrimination. This includes but is not limited to allegations of discrimination in the form of race, gender, religion, sexual orientation or disability. This clause applies regardless of whether the social discrimination was intentional or not.

ADDITIONAL COVER YOU CAN CHOOSE

Business liability

This particular element of Personal Liability cover is optional, and is valid only if you asked for it when you took out your policy. Please check your policy schedule to see if it applies to you.

You are covered for personal liability that arises out of your employment, business or profession. It includes any legal liability arising out of the actions of your employees while undertaking deliveries or collections at your clients' premises.

However, this cover does not include liability for the following:

- damage to any property you have been working on that is the direct result of that work
- any contract for the performance of work
- loss or damage arising from any advice or treatment given by you, or under your direction
- loss or damage arising from goods or products supplied by you, including containers, labels and instructions
- damage caused by vibration, or by the removal or weakening of or interference with the support to any land, building or other structure
- loss or damage arising from any activities directly related to any educational activity for and on behalf of an educational concern such as a crèche or playgroup
- any event that you failed to notify us of in terms of the conditions of this section.

WHAT IS NOT COVERED

You must read these exclusions together with the **General exclusions** in the **Understanding your policy** section to make sure you understand exactly what is not covered. These are not all the instances where we do not provide cover.

Some benefits in the **Personal liability** section may have exclusions that apply only to them.

Fines, penalties, punitive damages and debt

There is no cover for any fines, penalties or punitive damages imposed by law, or liability arising from any debt.

Liability relating to aircraft, firearms, vehicles and pleasure-craft

- **Aircraft:** There is no liability relating to the ownership, possession or use of any aircraft or unmanned aerial vehicles (UAV) or systems (UAS) such as drones. We do cover radio-controlled model aircraft, but only if it was used in terms of the rules and regulations set out by the South African Model Aircraft Association.
- **Firearms:** We do not cover the ownership, possession, use or handling of firearms or air guns.
- **Vehicles:** There is no cover for liability relating to the ownership, possession or use of any self-propelled vehicle, scooter, three-wheeler, quad bike, caravan, trailer or golf cart, except for:
    - Hobbyists' models and toys, ride-on and motorised lawn mowers.
    - Motorised equipment and wheelchairs covered under **All Risks**.
    - Vehicle liability which is provided under the **Motor** cover section.
- **Pleasure-craft:** There is no liability relating to the ownership, possession or use of any pleasure-craft except for pleasure-craft liability under the **Pleasure-craft** section.

Liability relating to any employment, business or profession

There is no liability cover arising from any employment, business or profession except for liability covered under the **Liability towards paying guests** and **Domestic employee's liability** benefits. This does not apply if you have selected cover for:

- Business liability under the Personal Liability cover section.
- Extension of liability under the Motor cover section.
- Bed & Breakfast under the Household contents section cover section.

Liability relating to property

- There is no liability cover relating to the ownership, possession or occupation of land or buildings, except for buildings covered under the **Buildings** section of this policy, and the land on which they are situated.
- There is no cover for your liability related to building work, alterations, renovations or additions when you have hired a business to do the work.
- There is no cover for liability relating to vibration or the removal or weakening of or interference with support to land, homes or other property.
- We do not cover liability related to people squatting or occupying your land or building, or if you occupy someone else's land or building.

Liability relating to your actions

- We do not provide any cover if you were dishonest, malicious or if you physically assaulted another person.
- We do not cover your liability if you recklessly ignored the consequences of what you are doing or failing to do.
- We do not cover your liability if you agreed to accept, or already accepted, legal liability without first getting our permission.
- We do not cover your liability arising from the failure to pay maintenance or alimony or any amounts following a breach of promise.
- There is no cover for the purchase, sale or exchange of any property (movable or immovable), including your failure to follow any obligations in relation to this.

Liability towards certain people

- We do not cover your liability relating to the death of, or bodily injury to any employee.
- We do not cover liability between family members or people insured under this policy at the time of the event that resulted in the claim. This means that we do not cover your liability relating to the death or bodily injury of a co-insured (where applicable), or any member of your family whether they live with you or not. We also do not cover their liability relating to your death or bodily injury.
- There is no liability cover relating to the loss or damage of property belonging to you, a family member (whether they live with you or not) or any person in your employ, or in the care, custody or control of you or any other person covered by this policy.
- This exclusion does not apply to the cover provided under **Liability towards your domestic employees**.

Social discrimination

- We do not cover any loss or damage for claims arising directly or indirectly from acts of actual or perceived social discrimination. This includes but is not limited to allegations of discrimination in the form of race, gender, religion, sexual orientation or disability. This clause applies regardless of whether the social discrimination was intentional or not.

YOUR SPECIFIC RESPONSIBILITIES

- Tell us immediately about any incident that caused another person's bodily injury, illness, death, damage to property or loss of property. Do not wait until you receive a letter telling you that another person holds you legally liable.
- Tell us immediately after you receive a letter of demand or a summons, or if another legal process was issued by you or against you.
- Tell us any material information that could affect the policy or claim before, during, and after your claim is settled. This responsibility continues until we conclude any recovery action or defence that we are handling.
- Send us all police reports, court documents, letters of demand or settlement offers.
- You must never admit guilt. If you do, you may not have cover under this policy.

Cyber Insurance

HEREFORD
RISK MANAGEMENT

SPECIFIC DEFINITIONS FOR THE CYBER INSURANCE SECTION

The following definitions are used in the Cyber insurance section of this policy.

Child	Any financially dependent child as specified in the schedule. Your child includes a biological child, stepchild, grandchild, a legally fostered child or adopted child who must be under the age of 18.
Computer systems	Any computer, communications system, server, cloud infrastructure, microcontroller, interconnected electronic, wireless, web, or similar systems (including all hardware, software, and physical components thereof and the data stored thereon) used to process data or information in analogue, digital, electronic or wireless format, including but not limited to associated input and output devices, mobile devices, laptops, tablets, wearable devices, networking equipment and electronic backup facilities. This does not include operational technology that monitors or controls devices and events in business or embedded systems. For example, a monitor system used to change valves.
Cyber extortion	If you receive a legitimate threat or a demand for ransom by a third party to harm your computer system or if we need to resolve a cyber incident caused by that third party.
Data breach	A security breach where someone retrieves, destroys, changes, loses or discloses personal data unlawfully from your own or outsourced computer system. For example, someone hacking into your computer system or your email provider to steal personal data.
Electronic media	IT devices that are used to record and store digital data. This includes external drives, CD-ROMs, DVD-ROMs, magnetic tapes or disks, and USB sticks.
Email spoofing	Forging a sender's address or email header so that the message appears to have been sent from the legitimate source. For example, changing an email header so that the email appears to come from your bank.
Express kidnapping	The actual abduction and holding of the insured against their will where the victim is forced to surrender money and/or assets in exchange for their release.
IT infrastructure	Communication equipment or facilities that are used to maintain the functioning of electronic facilities that support computer systems and data.
Legal costs	Legal fees including costs for experts, investigations, court appearances, surveys, examination and procedures that are necessary to defend your case. These legal costs do not include general expenses such as salaries and overheads.
Lost income	Actual net income (income after deductions and tax has been removed) lost for the time reasonably and necessarily taken off from work but limited to 30 calendar days to fix your records after a claim event. The lost income for self-employed persons will be based on the previous year's tax returns.
Mobile wallet	Any virtual wallet that you store money in and which you can use to perform transactions. This does not include any crypto-currencies, credit bought or earned within a game or gambling site or a subscription purchased online.
Partner	A person who is your permanent life partner and who you have lived with for longer than 12 months, your spouse or civil union partner. Cover only includes your partner if chosen and shown in your policy schedule.
Personal data	Information as defined by applicable data protection laws. This data identifies a person, for example, a name, identification number, location data including an online identifier or a physical, genetic, mental, economic, cultural or social identity.

Phishing	When someone pretends to be a trustworthy entity in electronic communication to obtain sensitive information such as usernames, passwords and credit card details.
Sanction	Any sanction, prohibition or restriction under United Nations resolutions or the trade or Sanctions, laws or regulations of the European Union, Germany, United Kingdom or United States of America.
Theft of funds	Any unauthorised electronic transaction of money from your personal account.
You	Includes yourself, your partner (if chosen) and a maximum of three children (if chosen and shown in your policy schedule).

MAIN COVER

We will cover your reasonable losses and expenses that may result from cyber incidents during the period of insurance. Your cover is dependent on the cover option you chose, and the limits shown in your policy schedule. The annual claim limit will apply irrespective of the number of claims that you submit.

Options available

There are five options available and your choice is shown in your policy schedule:

- **Mega cover:** You are only covered for **Theft of funds**.
- **Giga cover:** You are only covered for **Theft of funds, Identity theft, Data restoration and Malware decontamination, Cyberbullying, Cyber stalking, Cyber extortion,** and **Online shopping**.
- **Tera cover:** You are covered only for **Theft of funds, Identity theft, Data restoration and Malware decontamination, Cyberbullying and Cyber stalking, Cyber extortion,** and **Online shopping**.
- **Peta cover:** You are only covered for **Theft of funds, Identity theft, Data restoration and malware decontamination, Cyberbullying, Cyber stalking, Cyber extortion, Online shopping** and **Express Kidnapping**.
- **Exa cover:** You are covered for all the benefits explained in this cover section.

INCLUDED BENEFITS

Cyberbullying involves bullying over the internet and can result in your wrongful termination of employment, false arrest, disciplinary action at a school or shock and mental injury as diagnosed by a medical practitioner. Cyberbullying must include two or more acts of bullying, such as:

- Harassment, including repeated personal interaction despite your rejection
- Intimidation
- Defamation of character
- Invasion of privacy, including unauthorised usage monitoring of your internet usage and electronic communication
- Threats of violence.

Cyberstalking involves someone that uses electronic devices or the internet to repeatedly harass or frighten you.

- **Cyberbullying and cyberstalking**

  We will cover the reasonable and necessary costs for experts to remove online material from the internet if it relates to cyberbullying or cyberstalking. You are also covered for legal action taken against a third party for acts of cyberbullying or cyberstalking, or for false or defamatory information that they publish on the internet against you. We will also reimburse actual lost income if it is not covered by your employer.

  - **Trauma benefit:** If cyberbullying or cyberstalking causes emotional trauma, we will pay a fixed benefit amount to assist with trauma counselling as diagnosed by a licensed professional. This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

- **Additional school costs:** We will pay a fixed benefit amount if your child is affected by an act of cyberbullying or cyberstalking or for false or defamatory information published on the internet. Cover includes expenses for additional school fees, school uniforms and educational material if a licensed doctor or psychologist recommends that your child needs to be placed in another school.

The following conditions apply:

- You provide written evidence stating the nature of events; where the content was posted; list of recipients; and
- An A-1 statement from the police and obtain a crime reference number within 7 days of discovery by you.

Examples

Your child becomes the target of bullying via social media and starts to suffer from depression.

You start receiving threatening messages, or sensitive information about you is posted online, which leads to you losing your job or suffering emotional trauma as diagnosed by a licensed physician or psychologist.

Your cover

We will cover the costs to remove the relevant online material, lost income, legal costs against the third party, costs to manage and protect your reputation, payment for trauma counselling, and costs to move your child to a different school if required.

- ## Cyber extortion

  You may receive a legitimate demand for a ransom payment by a third party to harm your computer system or to prevent your personal information (photos, emails, or texts) from being made public. We will cover (after consultation with an IT expert/Incident Response Provider) the ransom payment and reasonable costs to resolve the cyber extortion incident. The following conditions apply:

  - The ransom payment must be made in adherence to the applicable laws at the time and subject to our prior written consent.
  - You must notify the relevant law enforcement authorities of the cyber extortion incident.

Examples

You click on a link in an email or open an attachment that installs malware on your personal device. The ransomware encrypts your data and a ransom demand is received asking you to make payment to decrypt your data. You receive a request to pay a ransom demand, failing which your private photos and texts will be published online.

Your cover

We will cover the costs for IT experts to confirm the validity of the demand and as appropriate try to restore your systems and data. If required, we will cover the ransom demand as well as other reasonable costs that may be incurred by you to resolve the incident.

- ## Data and privacy breach by a third party

  We will cover your legal costs if you claim damages from a third party for a data breach of your personal data. We will pay on condition that the third party acknowledges the data breach event to you in writing or publicly in the media.

Example

A company that stores your information is hacked and as a result your personal information is stolen and identity theft is committed against you.

Your cover

We will cover your legal costs to seek damages against the company from which your personal information was stolen.

- ## Data restoration and malware decontamination

  We will cover the reasonable and necessary costs for an expert to restore your data and software to the closest possible condition it was in immediately prior to the cyber incident.

- Computer malware is designed to cause harm or to gain access to computer systems. We will cover expenses to restore your computer system, data and electronic media that was affected by malware such as viruses, ransomware and rogue security software.
- We may replace your damaged computer system or parts of it if we determine that replacement is more economical than restoration.

Examples

You browse a website that installs a programme on your device that encrypts your files, photos and software.

You borrow a memory stick or hard drive which is infected with malware. The malware damages your device and you need to reformat your hard drive, reinstall your operating system and restore all data from your backup.

Your cover

We will cover the costs to restore your data and software and to replace parts of the computer should it be necessary.

- ## Identity theft

  Identity theft happens when a person, other than your partner or immediate family, illegally uses your identity document or confidential information relating to your identity.

  - Identity theft of personal data over the internet can result in additional expenses and lost income. We will cover the following expenses after an identity theft incident if we give our written consent:
    - Costs to reapply for a loan or credit application that the credit provider rejected due to a bad credit rating.
    - Costs to certify documents for law enforcement agencies, financial institutions or credit agencies.
    - Telephone calls and postage to amend your records and to reflect your true name or identity.
    - Credit monitoring with identity theft education and assistance from established providers for up to six months.
    - The cost to reissue the identity document which was used for the identity theft.
  - If you become a victim of identity theft, we will cover your expenses and lost income for the time you take off from work to sort out the identity theft incident. The following conditions apply:
    - You must report the incident to the police within 72 hours of discovering the identity theft.
    - You must provide written confirmation from your employer that the lost income will not be reimbursed.

Example

Your personal email account or a company that has your personal information was hacked. Your information is stolen and is used to apply for loans, transact online and participate in tax and medical aid fraud.

Your cover

We will cover the costs from identity theft and any lost income to take time off from work. We will also cover the reasonable costs to reapply for loans, get affidavits certified, make telephone calls, reissue documents used in the identity theft and we will cover credit and identity theft monitoring for up to six months.

- ## Theft of funds
  - We will cover the following incidents:
    - Unauthorised electronic transaction of money or funds due to the hacking of your personal online bank account, credit or debit cards or hacking of your mobile wallet.
    - Direct and pure financial loss of your personal and non-business-related funds resulting from you being an innocent victim of phishing or email spoofing.
  - If you suffer financial loss from being a victim of phishing or email spoofing, we will cover the additional account charges for not keeping the minimum balance in your personal account or for failure to pay the monthly loan payment.

- We will cover reasonable legal costs to pursue:
  - a claim against your bank or mobile wallet company for compensation of the theft of funds.
  - a criminal case against the third party who is responsible for the theft of funds, phishing, or email **spoofing**.

The following conditions apply:

- Report the incident to the issuing bank or mobile wallet company within 48 hours of discovering the theft.
- Provide written evidence that the bank or mobile wallet company is not reimbursing your funds.
- Report the incident to the police and obtain an A-1 statement and crime reference number within 72 hours of discovery.

Examples

- Your personal bank statement shows a transaction you can't recall but the bank confirms that the transaction was made with your valid information and refuses to pay the funds lost.
- You receive an email that appears to be from a legitimate source, but it is actually a spoofed email created by an attacker. You provide your username and password to your personal account as requested, and the attacker uses this information to steal funds from your bank account or mobile wallet.

Your cover:

We will cover the costs to investigate how the incident occurred, cover the funds you lost, and fees for insufficient funds or defaulting on a payment. We will also cover any legal fees to prosecute the third party who committed the theft.

- ## Third party liability

  You can be held legally liable for damages to a third party if you failed to prevent a cyber incident on your computer system or other internet-connected components. We will cover the following expenses after a cyber incident or data breach:

  - The amounts which you are liable to pay for resultant damages to a third parties' computer system.
  - Legal costs.
  - The reasonable costs for an expert to investigate and report the reasons and circumstances of the cyber incident or data breach.

Example

Your device is hacked or infected with malware that causes damage to another person's device or data. As a result, this person takes legal action against you for the damages they suffered.

- ## Online shopping

  We will reimburse you for your direct and pure financial loss for transactions over the Internet via payment card or mobile wallet that you have been induced to enter into by a Third Party to make a purchase of goods or services which are not delivered or rendered.

  Only goods or services that have been ordered online for your personal use, from within the Republic of South Africa that have not arrived within a reasonable time and no later than 3 months of delivery date or from outside the Republic of South Africa that have not arrived within reasonable time and no later than 1 year of delivery date shall be covered.

  The following conditions apply:

  - If the payment was not made in South African Rands then the exchange rate that was applicable at the time of the purchase shall be applied.
  - The purchase was made during the policy period and payment was made in a single transaction without any installment purchases.
  - You show that you have made reasonable attempts to resolve the issue with the Third Party and/or seller of the goods and services either by seeking performance of the sale or requesting a refund.

- The fraud event is reported by you to your card issuer, payment service provider, bank or other relevant entity within 48 hours of discovery by you.
- You provide written evidence that the card issuer, payment service provider, bank or other relevant entity is not reimbursing you.
- You report the incident and obtain an A-1 statement and crime reference number from the police within 72 hours of discovery by you.

The Online Shopping section does not provide cover for any of the following items:

- Electricity, gas, water, telecoms, or utilities transactions.
- Purchases made through online or print classifieds, such as but not limited to Facebook and Facebook marketplace, junkmail, gumtree, etc.
- Gambling or betting agreements.
- Software licenses or copyrights.
- Real estate transactions.
- Financial or negotiable instruments.
- Perishable goods, plants, or animals.
- Illegally acquired or unlawful goods including weapons.
- Purchases concluded over the dark web and/or using special access software.
- Lost profits, interest, or legal costs.
- Cancellation of an event.

Example

You purchase an item online for your personal use and later discover that the website has vanished, leaving you no means of contacting the seller. You check HelloPeter (or a similar site) and find numerous complaints about the seller's fraudulent activities. You do not receive the goods or services ordered.

Your cover

We will reimburse your financial loss for non-delivery or non-rendering of goods or services that were ordered online specifically for your personal use.

- ## Express kidnapping

We will cover the value of your personal funds and/or value of the personal property surrendered by you, who has been abducted or held against your will, in exchange for your release.

The following conditions apply:

- You must at all times use best efforts to ensure that knowledge of the existence of this insurance is restricted as far as possible.
- You must provide proof of cash withdrawal.
- You report the incident and obtain an A-1 statement and crime reference number from the police within 72 hours of release.
- We will not be liable for an amount exceeding the actual rand value of money or replacement value of the assets that are surrendered.
- We will not be liable for any amounts transferred from your business account.
- We will only be liable for an amount equal to the foreign currency equivalent based on the exchange rate set by the central bank on the day the money is surrendered.

Example

Express kidnapping is when someone is taken and held against their will. The victim is forced to withdraw cash from an ATM or transfer money from their personal bank account until their funds are depleted or they are released.

Your cover

We will cover the value of the funds and/or value of the property surrendered by the victim in exchange for their release.

The following exclusions as stated under the **Specific exclusions – what we do not cover** section of this policy do not apply to Express kidnapping:

- Payment card not in your possession
- Tangible property and any consequential losses
- Threats by others
- Transfers or transactions via a bank ATM

SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER

The exclusions shown under the **General exclusions** section do not apply to the benefits payable under your **Cyber insurance** section. We will not pay a claim for any of the benefits shown in the **Cyber Insurance** cover section of this policy that was caused by or related to any of the following specific exclusions.

Acts of terrorism

We do not cover acts of terrorism. This exclusion does not apply to cyber terrorism where someone damages, disrupts or accesses your computer systems for religious or political purposes, to influence the government or to put the public in fear.

Bodily injury, trauma, illness or death

There is no cover for bodily injury, trauma (except as covered under the **Trauma benefit**), illness or death.

Business or professional purposes

There is no cover for activities carried out by you for business or professional purposes.

Coins, tokens and keys when trading with cryptocurrencies

We do not cover coins, tokens and keys that are lost, misplaced, broken, modified, unavailable, inaccessible or delayed when trading with cryptocurrencies. It includes coins (e.g. Bitcoin, Ethereum, Ripple, IOTA), tokens (e.g. EOS, NEM, Tether) or public and private keys.

Computer systems in the following instances

There is no cover if you use computer systems when it has not:

- Completed development.
- Passed testing, including security assessments.
- Proved to be successful in a live environment.

Contractual liability

There is no cover for contractual liability that you accepted by way of a contract with a third party.

Electricity grid failure

We do not cover loss, damage, any amount of any kind, or liability that is caused (in any way) by Electricity grid failure.

- This exclusion also applies to consequential losses in respect of any public utilities that are affected by Electricity grid failure, including but not limited to, the disruption of water, telecommunications and sewage systems. It also applies to other consequential losses, such as the deterioration of any food or other items.

- This exclusion does not apply to Loadshedding which remains covered subject to the terms and conditions in your policy.

Events before the cover start date

We do not cover events which occurred or which you knew or should have known could lead to a claim before the cover start date.

Failure or interruption of IT infrastructure or related services

We will not cover failure or interruption of IT infrastructure or related services not under your control such as telecommunication, internet service, satellite, cable, electricity, gas or water providers.

Failure to comply with the authorised regulator

There is no cover in the event of failure to comply with the authorised regulator for the use of personal data under the data protection laws.

Failure to pay for, renew or extend

There is no cover in the event of failure to pay for, renew or extend any lease, contract, licence, or order to supply goods or services.

Failure to remove a website or webpage content

We will not cover your failure to remove a website or webpage content controlled by you after receiving a complaint or request to do so.

Faults or defects

We will not cover faults, defects, errors or omissions in designs, plans or specifications of your computer systems making them unfit for purpose.

Fines, damages or penalties

We do not cover fines, non-compensatory damages including constitutional, punitive, multiple, exemplary or liquidated damages or penalties.

Illegal or unlicensed software

There is no cover for the use of illegal or unlicensed software.

Improvement costs

There is no cover for costs to improve your computer system after a claim event unless it is unavoidable.

Intentional acts

We do not cover liability, loss or damage caused by criminal, dishonest, reckless or intentional acts committed by you, members of your household or a co-insured. This includes if the event happens with your or their knowledge or consent.

Investment or trading losses

There is no cover for investment or trading losses, including the inability to sell, transfer or dispose of securities.

Lawful seizure

We will not cover seizure, confiscation, demand, destruction or damage to your computer system due to the action, requirement or order of any government, regulator, court or other body acting within its lawful authority.

Losses related to games, gambling sites or subscriptions

We do not cover any loss related to crypto-currencies, credit bought or earned within a game or gambling site or a subscription purchased online.

Patents, trademarks or copyrights

There is no cover for misappropriation, theft or violation of any intellectual property with respect to patents, trademarks and copyrights.

Payment card not in your possession

We will not cover theft of funds where you are in not in possession of your payment card at the time of transfer.

Scheduled downtime or planned outages

We do not cover scheduled downtime or planned outages of the computer systems.

Tangible property and any consequential losses

We do not cover loss of or damage to tangible property and any consequential losses, including the loss of use of the tangible property.

Threats by others

There is no cover if you were threatened by others to be physically harmed or injured and as an immediate and direct consequence of such threat you gave away access information such as log-in, password, fingerprint, facial recognition or alike to your computer system, online bank account, credit/debit card or mobile wallets.

Trade and economic sanctions

We cannot provide cover and we will not be liable to pay any claim or provide any benefit if that means we would not comply with any sanction, banning or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, as well as United Kingdom or United States of America, provided that these are not in contradiction to the legislative requirements applicable to us. If we find out that you are subject to such sanctions, we will cancel your policy from the policy start date or the date that you become subject to sanctions. We will refund any premiums paid by you and will not pay any claims.

Transfers or transactions via a bank ATM

There is no cover for fund transfers or transactions via a bank ATM.

Upfront payments

There is no cover for loss of funds whereby you were falsely convinced to make payment upfront in return for payment, goods or services at a later stage.

War, riot, strike and civil commotion

This insurance does not cover that part of any loss, damage, liability, cost or expense directly or indirectly arising from the following (whether war is declared or not):

- War, meaning armed conflict involving physical force:
  - By a state against another state, or
  - as part of a civil war, rebellion, revolution, insurrection, military action, or usurpation of power.

  Or

- Cyber operation, meaning the use of a computer system by, at the direction of, or under the control of a state to:
  - Disrupt, deny access to or degrade functionality of a computer system, and/or
  - copy, remove, manipulate deny access to or, destroy information in a computer system.

Discharge of a nuclear weapon will be deemed to arise from war even if accidental.

CLAIMS CONDITIONS

The conditions set out in the **General terms and conditions: Claiming under this policy** do not apply to the **Cyber insurance** section. The conditions below apply to the **Cyber insurance** section.

- **How to claim**
  - Tell us right away
  - Report theft of funds to the issuing bank or mobile wallet company within 48 hours of discovering the theft.
  - Report a crime to the police within 72 hours.
  - You must do the following when you submit a claim:
    - Provide evidence of the claim event and describe the likely consequences.
    - Preserve any device hardware, software and digital data and make these available to us.
    - Follow our recommendations to prevent further loss.
    - Make use of our service providers.
    - Take all reasonable and necessary measures to minimise the duration and effect of any losses after an event.
    - Contact your broker immediately if you receive a letter of demand, summons or if another legal process was issued by you or against you.
    - Provide complete information on time and send any police reports, court documents, letters of demand or any settlement offers to us.
  - You must never do any of the following:
    - Admit guilt, fault, liability, or incur any legal costs without first getting our permission.
    - Offer or negotiate to pay a claim.
    - Accept any offer from another person for any damage that you want to claim for under this policy. If you do, you will not have any claim under this policy.
- **How we deal with a third party liability claim**
  - A third party claim must be made against you and reported to us during the period of insurance.
  - We will consider whether you are responsible for causing the damage or loss.
  - If we do not consider you responsible, we will reject the claim and send a rejection letter to you and the person claiming liability against you.
  - If you are responsible, we will negotiate with the other party on your behalf. We will attempt to reach a settlement agreement for the amount of the loss, damage or injury.
  - If we cannot reach a settlement, or if we receive a summons from the court, we will go to court on your behalf. This means that we take over your rights to defend yourself.
  - The law allows three years from the date of the claim event, for the other person to claim from you.
- **What we will pay**
  - We will pay the actual amount of liability, legal costs or expenses up to the limits shown in the policy schedule.
    - A maximum limit will apply within one year irrespective of the number of claims you may have during the period of insurance.
    - All pay-outs are made in South Africa, in local currency.

- **Who we will pay**
  - We will pay the benefit amount to you or the approved service provider who assisted you with your claim.
  - If we accept legal liability on your behalf, we will pay the benefit amount to the person that is claiming liability against you.
- **Dual insurance – if you have double insurance**

  If you have more than one insurance policy in place that covers you for liability, legal costs or expenses for the same event, the full amount of the claim will be split proportionally between the different policies.
  - The cover you have under each policy will determine how we split the claim amount.
  - If you claim from us, you may not also claim from the other insurer, and if you claim from the other insurer, you may not also claim from us.
  - If you claim from us, we may settle your claim in one of the following ways:
    - We may pay the full claim amount to you and recover from the other insurer the part of the claim which they are responsible for.
    - We may pay only our part of the claim to you and arrange with the other insurer to pay their part of the claim directly to you.
    - Whichever option we decide on, we will pay back the part of the premiums received which relates to the other insurer's part of the claim, but only in respect of premiums received for three years prior to the date of the claim.
  - It is the other insurer's responsibility to refund premiums you paid to them relating to our portion of the claim, and you will have to contact the other insurer directly for a refund.
- **Help us with any legal proceedings**

  Your assistance may be required if we decide to start legal proceedings against any party responsible for the loss. Note that any such legal action may be taken in your name.
- **Our responsibility ends after we have paid a claim**

  Once we have paid a claim, we have met our responsibilities to you under this policy. We will not be responsible for any other costs relating to that claim.
- **We will not pay any interest**

  We do not pay interest on any amount due by us unless ordered to do so by a South African court of law or agreed arbitrator.
- **If you do not agree with our claims decision**

  Please refer to the process explained under How to complain in the **Understanding your policy** section.
- **Prescription – expiry of claims**

  When a claim prescribes, it means that you have lost your right to claim and we will no longer be legally responsible to pay that claim.

  A claim will prescribe after 12 months from the date of the event, unless any of the following applies:
  - You have referred the claim to the National Financial Ombud Scheme South Africa NPC.
  - You have started legal action against us.
  - The claim relates to your legal liability towards another person.

Legal Costs

HEREFORD
RISK MANAGEMENT

KEY TERMS TO UNDERSTAND

Attorney	A practising attorney who was admitted by the High Court of South Africa to practice as an attorney. It includes a candidate attorney or paralegal working under the fulltime supervision of such attorney. It also includes any other qualified professional at our sole discretion.
Legal costs	Legal costs come from the pursuit or defence of civil or labour matters. Legal costs include: • Fees and expenses sustained by an attorney appointed by us that represents you. • Fees and expenses sustained by an attorney acting on behalf of a third party, for which you are responsible after a court order or duly appointed arbitrator in CCMA labour matters. Legal costs exclude: • Punitive costs. • Fees charged by an expert, for example the report of a quantity surveyor or medical specialist. • Any costs incurred in the maintenance court. • Any costs incurred without our consent.
You	The definition of "you" only refers to a policyholder who is a natural person.

PAYING OUT AFTER A CLAIM

Report all claims to us immediately

All claims must be reported to us immediately and we will instruct our preferred attorneys to assist you, or we may reject your claim.

Legal costs

For any claim where you require us to pay your legal costs, the amount paid out will be based on the tariffs of our preferred attorneys, up to the limit stated in your policy schedule.

During any 12-month period, we will not pay more than the limit, even if you should have more than one successful claim.

Please feel free to request a copy of our attorneys' tariffs which will be adjusted to cater for increases over time.

You always pay the first amount, or excess

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

Example

If you successfully claim R2 000 to defend yourself in a criminal case, and the excess for that claim is R250, your net pay-out from us will be R1 750.

WHAT WE COVER YOU FOR

We cover you for legal costs and expenses, based on our tariffs of our preferred panel of attorneys and the limit, after we have decided that there is merit in pursuing a legal solution arising out of any of the following only:

- **Civil action**
  - We cover civil proceedings started by you that results in a settlement or hearing.
  - We cover civil proceedings against you in the initial court hearing.
  - We cover one appeal or one review against the first court's judgment should we believe you have prospects of success.
  - We cover one matrimonial action per family unit that are started by or against you (as long as the action or threat of action only began a minimum of six months after you applied for this cover and no practical action has been taken concerning the divorce before the cover start date of this benefit. For example, moving out of the joint home, or making demands for the custody of the children or maintenance), including:
    - Divorce actions – breach, enforcement or cancellation of divorce settlements, and property disputes.
    - General matrimonial agreements such as ante-nuptial agreements.
  - We will only consider claims based on breach of contract if the contract was in writing and signed by both parties.
  - We do not cover the following family related disputes:
    - Child custody and guardianship, adoption, visitation rights, child support or paternity.
    - Disputes about engagements, promises to marry or living together as permanent partners.

Difference between civil action and criminal action

A civil action is when one person institutes legal proceedings against another person claiming for damages or performance from that other person. A criminal action occurs when a person is brought to court by the state and is accused of breaking a law which is classified as a crime – for example, armed robbery.

Examples of civil matters :

- Disputes about motor vehicle collisions, damage to your property by a third party, your own eviction, defective workmanship, breach of contract.
- The purchase, hire-purchase or leasing of defective goods.
- Unresolved disputes about pension or provident fund pay-outs.
- Consumer transactions and insurance claims.

- **Criminal charge**

  Defence of any criminal charge against you excluding a fine or bail that is levied against you.

- **Labour relations**
  - We cover labour proceedings up to a hearing in the initial court case. This does not include internal labour proceedings or awards made against you by the Commission for Conciliation, Mediation and Arbitration (CCMA) or the Labour Court.
  - We cover all matters falling under the jurisdiction of the Labour Relations Act, No. 66 of 1995.
  - We cover preparation for and representation during any mediation or arbitration proceedings.
  - The claim date for labour matters will be the date of an unfair labour practice that led to the notice or event served on you.
  - We do not cover legal representation at disciplinary hearings. This ensures that you have cover available should you proceed with a court case.

Examples of labour matters :

- Unfair labour practices, unfair retrenchments or unfair dismissals.
- Wage and salary disputes, unfair salary deductions.
- Restraint of trade agreements.
- Discrimination in the workplace.

- **Family matters**

  Any legal action relating to family matters such as divorce, custody or maintenance.

Where any cover is subject to a waiting period, you may claim only once it has ended. The cause for the legal action must have happened after 90 days from when the cover started, and during the period of insurance.

Please check your policy schedule now for the waiting periods that may apply to you.

Identity theft

If your personal identity document is stolen, or any confidential information relating to your identity is copied or obtained without your authorisation, we will cover you for the following, as long as the theft occurred after the policy started:

- **Legal costs:** We cover the following legal costs relating to identity theft up to the legal costs limit shown in your policy schedule:
  - Costs to obtain and correct your consumer credit report.
  - Costs to remove wrongly recorded civil judgements against you.
  - Costs to defend legal actions brought against you incorrectly by, or on behalf of creditors or collection agencies.
- **Payments to creditors:** We will pay back the amounts you have to pay a creditor if payment cards, bank, or credit accounts were opened in your name without your permission up to the limit shown in your policy schedule.

The maximum amount we will pay for this is based on the tariffs of our preferred attorneys, up to the limit stated in your policy schedule.

WHAT IS NOT COVERED

These exclusions are in addition to the exclusions set out under **General exclusions** in the **Understanding your policy** section. We will not pay legal costs for matters that were caused by or related to any of the following specific exclusions. We will not pay a claim for any of the benefits set out in the **Legal costs** section of this policy that was caused by or related to any of the following specific exclusions.

Aircraft, vehicles or watercraft

We do not cover legal costs or expenses relating to aircraft, vehicles or watercraft in any instance.

Alternative administrative body or fund

Any matter that can be resolved satisfactorily through an administrative body or fund without the need for legal representation or the services of an attorney.

For example, you should first resolve a disagreement with the relevant Ombudsman or the National Consumer Commission.

Avoidable legal costs

Any legal cost duplicated or sustained when there is a change in legal representation or attorney because you did not cooperate with the attorney or legal representative.

Business activities

- Any interest in immovable property which is not your permanent place of residence.
- Your conduct as an agent, contractor, sub-contractor or in the conduct of a trade, profession or other occupation or activity as a business.
- Mining activities.
- Your rights or obligations as a principal, shareholder, owner, co-owner, partner or member of an existing or proposed business.
- Your rights in a farm, professional practice, company, partnership, close corporation where financial gain or
- potential financial gain may be enjoyed by you or any other business-related activity or entity.
- Your rights or obligations as a director or officer under the Companies Act of 2008.
- Copyrights, patents, trademarks or other intellectual property rights or matter falling within the ambit of fiscal laws and mineral rights.
- Commission claims by or against you as an agent or principal other than out of full-time employment.
- Insolvencies, liquidations, sequestrations, and rehabilitations.
- Transfer fees, duties and bond registration fees for the purchase or sale of immovable property.
- Expert fees such as payment of doctors for medical reports and transcription of documents.

Criminal charges or proceedings

Data loss

Data loss because of data being compromised.

Defamation or false communication

Defamation or false communication by or against you that:

- harms a person's reputation;
- lessens the respect in which he is held; or
- prompts hostile opinions against the person.

Matters outside South Africa

- We cover civil and labour matters within South Africa only.
- Legal costs claims related to any proceedings or matters outside the jurisdictional limits of South Africa are excluded.
- Only South African citizens, who are permanently resident in South Africa, are covered under this policy.

Other instances

We will not cover legal costs if:

- You claim against us, our employees or agents.
- You do not have ownership or financial interest in the matter.
- You do not have reasonable prospects of success as determined by ourselves. If you proceed at your own cost and you are successful, we will pay you back up to the limit shown in your policy schedule.
- You acted intentionally.
- You started proceedings based on hatred, aggravation or for the purpose of revenge.
- You act as agent, executor or trustee of another person’s estate or legal entity.
- Your claim relates to an oral contract or partly written contract.
- The cause of the legal action happened outside the period of insurance or during the waiting period.

Racism

We do not cover legal costs or expenses relating to racism in any instance, regardless of whether you are the defendant or the accused.

Rental of residential property

- Your rights or obligations as a landlord or owner of rental property.
- Tenant evictions or recovery of outstanding rental.

Rights of other persons

- If you signed surety and want to sue or defend.
- When you assign or delegate your rights to another person who is not insured under this policy.

Small Claims Court claims

A dispute that falls within the jurisdictional limits of the Small Claims Court Act No. 53 of 1979. We will supply you with a Small Claims Court kit containing all the pleadings and instructions.

SPECIFIC CONDITIONS WHEN YOU CLAIM

The conditions set out in the section **Claiming under this policy** in the **Understanding your policy** section do not apply to the **Legal costs** cover section.

There is a waiting period before you can claim

- There is a waiting period of 90 days from the cover start date before you can claim for legal costs, except for divorce.
- There is a waiting period of six months after your cover start date for divorce, maintenance disputes and restraining orders.
- This means that we will not cover legal costs if the cause of action took place before or within 90 days or six months (as applicable) after the cover start date.
- If this policy ends and we issue a new policy, the waiting period will apply again from the new cover start date.

Prevent and minimise claims

- You must take reasonable steps to ensure that no violation of your rights or the rights of a third party occurs.
- You must try to resolve any matters without the assistance of any attorney.
- You must never admit guilt or liability. If you do, you may not have cover under this policy.
- You must take reasonable steps to ensure that damage or potential damage caused by a violation or infringement of your rights or those of a third party is alleviated.

How to claim

- You may report a claim for an event that happened during the period of insurance up to six months after the date that this policy ends.
- Tell us immediately after you become aware of a potential action, receive a letter of demand, summons or if another legal process was issued by you or against you.
- Send any police reports, court documents, letters of demand or any settlement offers to us.
- Tell us about any other insurance that you may have that could be relevant to the claim.

If you appoint your own attorney

- You may only appoint your own attorney if you receive our written permission to do so before the appointment.
- You must give us and the attorney acting on your behalf information and assistance required and all documentation held or received by you regarding the matter.
- You must ask the attorney at the first consultation to prepare a report on the merits and the economic viability of your case. The attorney must submit this report to us as soon as possible.
- You must keep a record of each consultation with your attorney, reflecting the date and duration of each consultation, and give us the information when we ask for it.

- We have the right to check the fees charged by your own attorney, and might not pay all the fees if it seems unreasonable.

You must obey the claims settlement rules

- You must only accept a settlement with our written permission. This includes:
    - Payment into court or tender; and
    - Withdrawing any action with each party being responsible for its own legal costs.
- We will not regard a matter as settled until the action or defence is formally withdrawn, or a settlement agreement is made an order of the court.
- If you do not accept the first amount offered by a third party, we will not pay any legal costs after the date of the offer. This condition applies if the offer you rejected is equal to or more than:
    - The final offer you do accept; or
    - The amount awarded by the court.

You must tell us of appeal or review proceedings

You must tell us if your attorney decides to proceed with appeal or review proceedings after the outcome of a civil or labour matter.

We may recover legal expenses

- This section of the policy is ceded to us and we have the right to any payment claimed by you against either:
    - A party for recovery of legal expenses which we paid to you.
    - Your attorney for wasted legal costs or unnecessary legal expenses.
- You must assist us through your attorney, for the recovery and refund to us of any costs paid to you as part of the settlement.
- Any costs recovered (as ordered by the court against the losing party), will first be used to refund us for any claims paid.
- We may, without acquiring any liability or in any way lessening our rights, take legal action in your name to recover or contribute to a claim.

We reserve the right to decide if your claim is justified

We may reject your claim if the legal costs exceed the potential financial value.

Limitations to what we will pay

- The maximum limit per claim is shown in your policy schedule.
- We will not cover more than one claim at a time for the same matter, but we will cover more than one claim at a time for different matters.
- If you have more than one insurance policy in place that covers you for legal costs, the full amount of the claim will be split proportionally between the different policies.
    - The cover you have under each policy will determine how we split the claim amount.
    - If you claim from us, you may not also claim from the other insurer, and if you claim from the other insurer, you may not also claim from us.
    - If you claim from us, we may settle your claim in one of the following ways:
        - We may pay the full claim amount to you and recover from the other insurer the part of the claim which they are responsible for.
        - We may pay only our part of the claim to you and arrange with the other insurer to pay their part of the claim directly to you.

- Whichever option we decide on, we will pay back the part of the premiums received which relates to the other insurer's part of the claim, but only in respect of premiums received for three years before the date of the claim.
- It is the other insurer's responsibility to refund the premiums you paid to them relating to our portion of the claim, and you will have to contact the other insurer directly for a refund.

Our responsibility ends after we have paid a claim

Once we have paid a claim, we have met our responsibilities to you under this policy. We will not be responsible for any other costs relating to that claim.

We will not pay any interest

We do not pay interest on any amount due by us unless ordered to do so by a South African court of law or an arbitrator that we have mutually agreed to.

If you do not agree with our claims decision

You may ask us to review our decision within 90 days from receiving our notice and you may take legal action against us within 270 days from receiving our notice. Please refer to the process explained under **How to complain** in the **Understanding your policy** section.

Prescription – expiry of claims

- When a claim prescribes, it means that you have lost your right to claim, and we will no longer be legally responsible for paying that claim.
- A claim will prescribe after 12 months from the date of the event, unless any of the following applies:
  - You have referred the claim to the National Financial Ombud Scheme South Africa NPC.
  - You have started legal action against us.
  - The claim relates to your legal liability towards another person.

YOUR SPECIFIC RESPONSIBILITIES

Report claims immediately

As soon as you become aware of the theft of your identity or any other claim, you must take all necessary steps to limit the damage. Tell us right away, report it to the police, alert your creditors and follow the advice given to you by your legal advisers.

Use our preferred legal adviser

We strongly recommend that you use our preferred legal advisers. However, if we agree you may use your own legal advisers, you are responsible for any differences in the fees charged.

Act in time

You must avoid delays by giving timely and appropriate instructions to the legal advisers. If not, your claim may be rejected.

Listen to your legal advisers

You must follow the professional advice given to you by the legal advisers, or your claim may be rejected.

Use the Small Claims court where appropriate

If a claim is within the jurisdiction of the Small Claims court, it must be heard there.

Do not incur costs without our consent

You must obtain our consent before incurring any legal costs or expenses; otherwise your claim may be rejected. Therefore you must send all bills or estimates to us for approval.

Return all recoveries to us

In any legal action that you undertake, you may succeed in recovering costs and expenses from the other party. These are known as recoveries, and must be returned to us.

Tell us about any additional insurance

You must tell us about any additional insurance that you may have for legal costs and expenses, or your claim may be rejected.

Personal Accident

HEREFORD
RISK MANAGEMENT

KEY TERMS TO UNDERSTAND

Accident	An incident an insured person could not foresee, that happens unexpectedly and unintentionally at an identifiable time and place, and results in death or bodily injury. This includes motor vehicle accidents and hijackings.
Bodily injury	Physical injury to an insured person's body caused by accidental, external and visible means. This includes injury caused by starvation, thirst and exposure to the elements. Bodily injury includes an illness that was caused solely and directly by medical or surgical treatment following accidental bodily injury. This does not include any pre-existing illness, medical condition, disability or injury that existed at any time before the cover start date.
Dependents	Family members of you or your partner who rely on you for the bulk of their financial support (such as money, shelter, clothes and food) even if they are not living with you. Family members must live within the Republic of South Africa and include children, grandchildren, parents, grandparents, siblings, uncles, aunts, nieces and nephews.
Insured persons	You, your partner, your dependents and your regular domestic employee.
Medical practitioner	A person who is legally licensed and qualified to practise medicine and surgery as required by the laws of the Republic of South Africa. This person may not be the policyholder, an insured person or any member of their family.
Partner	A person who is your spouse, permanent life partner or civil union partner.
You	The definition of 'you' only refers to a policyholder who is a natural person.

CONDITIONS FOR COVER

- **Policyholder:** The Personal accident cover does not apply to a policyholder that is a juristic entity.
- **Age limit:** An insured person must be six months or older, but not older than 80 years at the date of an accident.
- **Period of insurance:** We cover accidents which happen during the period of insurance.
- **Time limit:** We only cover the death, disability or bodily injury of an insured person if it happens within 24 months from the date of the accident.
- **Territorial limits:** We cover an insured person anywhere in the world, but your permanent home must be within the borders of South Africa.

How much we pay

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

Schedule of compensation

- death – sum insured stated in your schedule.
- medical benefit – sum insured stated in your schedule.
- disability – as stated in the disability table.

WHAT WE COVER YOU FOR

We will automatically cover an insured person for the following benefits up to the limits shown in your policy schedule.

Bodily injury

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

- death within 24 months
- permanent disability within 24 months
- injury that requires medical treatment.

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

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

Disappearance

If an insured person disappears during the period of insurance, we will assume their death and will pay out the death benefit. The following conditions apply to this benefit:

- We will assume an insured person's death if the evidence suggests that the most likely conclusion is that they have died because of bodily injury sustained in an accident.
- We will make the decision to pay the disappearance benefit within 12 months after the date of disappearance.
- If an insured person is found to be alive after we have paid the disappearance benefit, the person who received the death benefit amount must pay it back.

Permanent disability benefit

If an insured person sustains bodily injury because of an accident, we will pay a percentage of the sum insured.

- The sum insured is shown in your policy schedule.
- The percentage we will pay is based on the nature of the injury as shown in the **Disability table** which you can find on the last page of this cover section.
- If an insured person is permanently disabled, but the nature of the injury is not shown in the **Disability table**, then we will pay a percentage which (in our opinion) is consistent with the percentages shown in the **Disability table**.

Exposure

We will pay if you are injured as result of exposure to the elements after an accident or an accident of the vehicle you are travelling in. Injury here includes the effects of thirst and starvation. So any claim is settled simply by referring to the schedule of compensation below:

Schedule of compensation

- death – sum insured stated in your schedule.
- medical benefit – sum insured stated in your schedule.
- disability – as stated in the disability table.

Bereavement benefit

In the event of an accident giving rise to a death claim, we will pay the benefit stated in your policy schedule as a contribution towards bereavement expenses.

Emergency transportation costs

If an insured person sustains bodily injury because of an accident, we will pay the costs and expenses necessary for emergency transportation of an injured insured person to the closest suitable medical facility.

Hospital benefit

This benefit pays a daily allowance for any non-medical expenses if an insured person requires hospitalisation after sustaining bodily injury in an accident.

- We will pay the amount shown in your policy schedule for each day in hospital, up to the maximum amount shown in your policy schedule for a 12 month period.
- Hospitalisation means that an insured person is admitted to a registered medical facility for a continuous period of at least 24 hours.

This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

Life support machinery

If an insured person sustains bodily injury because of an accident, we will pay the cost of life support machinery or equipment needed. We will not pay for any costs that are covered by a medical aid.

Mobility cover

If we accept a claim for the **Permanent disability benefit**, and an insured person needs a wheelchair or any other appliance for mobility, we will pay for the following costs:

- A wheelchair or any prosthesis needed for mobility.
- Alterations to an insured person's home to facilitate the use of a wheelchair.
- Modification of the controls of an insured person's vehicle, including wheelchair loading equipment. We will only pay this benefit once per insured person.

Rehabilitation costs

If we accept a claim for the **Permanent disability benefit**, and an insured person is unable to perform all aspects of their occupation at the time of the accident, we will pay for the cost of a rehabilitation programme.

- Rehabilitation programmes are re-skilling, re-training or medical treatment programmes to help an insured person's ability to perform the duties of either of the following:
    - An insured person's occupation as at the time of the accident.
    - Any occupation for which an insured person has the required knowledge, skills or ability, or can reasonably be trained in.

This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

Return of a body

If we accept a claim for the **Death benefit**, we will pay the reasonable and necessary costs to return the body of a deceased insured person from the place of death to the place of burial in South Africa.

Return of an injured person

If an insured person sustains bodily injury because of an accident, we will pay the reasonable and necessary costs to return an insured person from the hospital to their normal place of residence in South Africa. The following conditions apply to this benefit:

- You must ask us for our permission before you arrange for the return of an insured person.
- The insured person's injury must be of such a serious nature that it prevents them to return home unaccompanied.

Search and rescue

If an insured person sustains bodily injury because of an accident, we will pay the reasonable search and rescue costs.

- This benefit includes freeing and bringing the insured person to a place of safety, or to prevent bodily injury.
- If the insured person is found in circumstances which are unlikely to have resulted in bodily injury, we may ask you to pay back any benefit paid by us.

Trauma counselling

We will pay the cost of professional counselling to help an insured person cope with trauma after a traumatic accident or an act of violence such as assault, robbery, sexual assault or armed hijacking.

- We will also pay for the cost of professional counselling for an insured person's immediate family members who were exposed to the same trauma as the insured person.
- Your policy schedule shows the limit for every counselling session, plus an overall limit for all the sessions of the same person, plus an overall maximum in any 12-month period.
- The following conditions apply to this benefit:
    - The incident must be reported to the police and you must give us the police case number.
    - We will not pay if the insured person or family member is covered under another insurance policy for a similar benefit.

This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

WHAT IS NOT COVERED

The exclusions set out in the **General exclusions** cover section do not apply to the benefits payable under the **Personal accident** section. However, the conditions set out in the **Understanding your policy** section will still apply.

We do not cover any claims for loss or damage directly caused by, or related to, any of the following exclusions. These are not all the instances where we do not provide cover, some benefits described in this section may have exclusions that apply only to them.

Asbestos

We do not cover any legal liability or consequential loss because of the presence of asbestos in any form or quantity. This is because of the hazardous nature of asbestos.

Aviation

There is no cover if an insured person who engages in aviation activities for recreation or travels by air, except as a paying passenger in a fully licensed aircraft.

Consequential loss

We do not cover further loss or damage that you may suffer as a consequence of an event that is covered under this policy. Consequential loss is not directly caused by an event covered under this policy, but is an indirect consequence of the event.

> **For example**, if your car is in an accident on the way to the airport, we will cover you for the damaged car (if insured under this policy). We will not pay for any loss you may suffer because you missed your flight.

Domestic employees in motor vehicle accidents

We do not cover domestic employees for death, disability or bodily injury resulting from a motor vehicle accident, unless the vehicle was driven in the course of their employment.

Electricity grid failure

We do not cover loss, damage, any amount of any kind, or liability that is caused (in any way) by Electricity grid failure.

- This exclusion also applies to consequential losses in respect of any public utilities that are affected by Electricity grid failure, including but not limited to, the disruption of water, telecommunications and sewage systems. It also applies to other consequential losses, such as the deterioration of any food or other items.
- This exclusion does not apply to Loadshedding which remains covered subject to the terms and conditions in your policy.

Electricity grid failure

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- This exclusion also applies to consequential losses in respect of any public utilities that are affected by Electricity grid failure, including but not limited to, the disruption of water, telecommunications and sewage systems. It also applies to other consequential losses, such as the deterioration of any food or other items.
- This exclusion does not apply to Loadshedding which remains covered subject to the terms and conditions in your policy.

Insured person's actions cause death, disability or bodily injury

There is no cover if an insured person's death or disability is directly or indirectly caused by any of the following:

- **Criminal activities**

  An insured person's participation in any criminal activity.

- **Dangerous activities or occupations**

  If an insured person participates in any of the following:

  - any kind of racing, speed tests or endurance tests (other than on foot)
  - any contact sports
  - big-game hunting
  - mountaineering where the use of ropes or a guide is necessary
  - a crewman on a ship or oil-rig
  - underground mining and tunnelling
  - the manufacture of ammunition and the refining of petroleum.

- **Irresponsible actions**

  If an insured person does any of the following:

  - Deliberately or recklessly exposes themselves to the risks and events that led to the claim, except where an insured person attempts to save a human life.
  - Attempts or commits suicide or deliberately inflicts injury on themselves.
  - Refuses to seek and follow reasonable medical advice or treatment.
  - Drives while under the influence of alcohol, or where the alcohol content in an insured person's body exceeds the legal limit.
  - Takes poison or is under the influence of drugs or medication, unless the medication was prescribed by a medical practitioner and taken in the correct dosage.

- **Military or police activities**

  If an insured person is in active service with the defence force, police services or correctional services.

- **Professional sports**

  If an insured person participates in a professional capacity in any sports and/or entertainment.

- **Warlike activities**

  Nuclear, biological and chemical warfare or sabotage, or if an insured person actively takes part in any of the following:

  - War, invasion, rebellion, revolution, uprising, riot, civil commotion, strike, or the seizing of power.
  - Labour disturbance, including a riot, commotion or other form of public disorder in the workplace.

Losses covered by other legislation

This is for any event where compensation is provided for by written law in South Africa, or any other country where this policy might apply. An example in South Africa is the Road Accident Fund Act.

Not because of an accident

We do not cover death, disability or bodily injury which is not a direct result of an accident but is instead related to a physical disability, illness or any communicable disease.

Nuclear events and substances

We do not cover any event related to radioactive or nuclear material in any way.

Pollution and contamination

There is no cover for liability, loss or damage caused by or related in any way to pollution or contamination. There is also no cover for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances. Pollution or contamination means the discharge, release, dispersal, seepage or escape of any solid, liquid, gas, contaminant or pollutant.

For example: Humidity, fumes, smoke, soot, chemicals, acids or waste.

Pre-existing conditions

There is no cover for death, disability or bodily injury that was caused by an illness, medical condition, disability or injury that existed at any time before the cover start date. This exclusion does not apply to an illness that was caused solely and directly by medical or surgical treatment following accidental bodily injury.

Psychiatric conditions

We do not cover death, disability or bodily injury that was caused by stress, stress-related symptoms, psychosis, neurosis, or diagnosed psychiatric or nervous disorders.

Trade and economic sanctions

If an insured person is subject to trade and economic sanctions, we cannot provide cover if it means we would not comply with such trade or economic sanctions.

CLAIMING UNDER THIS COVER SECTION

The conditions set out in the section **Claiming under this policy** in the **Understanding your policy** section do not apply to the Personal accident cover section.

How to claim

- **Tell us of the death, disability or bodily injury in writing within four months** from the date of the accident.
- **Send us the evidence and other documents we ask for within the reasonable time that we will give you**. We typically need the following, but we may ask for more depending on the details of the claim:
    - A certified copy of the insured person's identity document.
    - An original signed claim form.
    - A certified copy of the insured person's death certificate (if applicable).
    - Post-mortem reports (if applicable).
    - A copy of the police report (if applicable).
    - Medical reports and clinical evidence (if applicable).
    - Proof of hospitalisation (admission and discharge forms).
    - Blood alcohol results (if applicable).

  If the steps above are not followed, or if you do not send us the information, we ask for within the time we give you, we may reject the claim.

We may ask for medical examinations

- For a permanent disability benefit claim, the insured person must undergo medical examinations when we ask them to, as often as required. We will pay the cost of the medical examinations.

How we may limit the amounts we pay

- If an insured person sustains more than one kind of bodily injury in the same accident, we will not pay more than 100% of the limit as shown in your policy schedule.
- If we pay a benefit for the loss of a limb, we will not also pay the benefit for part of that limb.

For example: If we pay for the loss of a hand, we will not also pay the percentages shown for the loss of fingers.

- If an insured person becomes permanently disabled and then dies because of their injuries, we will either pay 100% of the **Permanent disability benefit**, or the full **Death benefit**. We will not pay for both benefits.
- Death benefits for children are restricted to the amounts shown in your policy schedule.

If we approve the claim

If we approve the claim, we will pay the benefits as follows:

- We will pay the permanent disability benefit to the insured person.
- We will pay the death benefit to the insured person's estate.
- If the insured person is your child, we will pay the death and permanent disability benefit to you.
- We will pay the amount under the Hospital benefit and Trauma counselling benefit to the insured person. We will not pay any costs directly to a service provider.
- We do not pay interest on any amount due by us unless ordered to do so by a South African court of law or agreed arbitrator.

Disability affects pay-out

The pay-out that you receive for disability depends on the extent to which you are disabled: the more severe your disability, the higher the pay-out. See the **Disability table** at the end of this cover section.

Our responsibility ends after we have paid a claim

Once we have paid a claim, we have met our responsibilities in terms of this policy. We will not be responsible for any other costs relating to that claim.

If you do not agree with our claims decision

You may ask us to review our decision within 90 days from receiving our decision and you may take legal action against us within 270 days from receiving our claims decision. Please refer to the process explained under **How to complain** in the **Understanding your policy** section.

When cover ends

Cover for an insured person ends when any of the following happens:

- You do not pay the premiums for the personal accident benefits.
- An insured person turns 80 years old.
- We pay a claim for 100% of the permanent disability benefit.
- An insured person dies.

Disability Table	
Nature of the injury causing disability	% of amount shown in your policy schedule
Complete and irreversible loss of:	
• Speech	100%
• Hearing in both ears	100%
• Hearing in one ear	25%
• Sight in both eyes	100%
• Sight in one eye	50%
Total and permanent physical separation, or loss of function of:	
• One arm or both arms	100%
• One leg or both legs	100%
• One arm and one leg	100%
• Both hands or both feet	100%
• One hand or one foot	50%
• One hand and one foot	100%
• Four fingers of either hand	70%
• Thumb of either hand	30%
• Any other finger of either hand	5%
• All toes on one foot	30%
• Great toe of either foot	10%
• Any other toe	2%

Motor

HEREFORD
RISK MANAGEMENT

KEY TERMS TO UNDERSTAND

Aftermarket accessories	Aftermarket accessories are those items not fitted by the manufacturer during the production of the vehicle. These accessories will include: • optional or additional accessories that you or any previous owners of the vehicle requested the motor dealer to have fitted to the vehicle, before the vehicle was purchased • an accessory that you or any previous owners of the vehicle bought separately and had fitted after the vehicle was purchased. These accessories increase the value of the vehicle and are not included in the retail value supplied by TransUnion or any similar publication approved by us. If you want them covered, you must insure them separately.
Factory-fitted accessories	Factory-fitted accessories are those items that are originally fitted by the manufacturer during the production of the vehicle and are included in the manufacturer's specification. The value of these accessories are included in the retail value supplied by TransUnion or any similar publication approved by us.
Total loss	Total loss means that your car is not recovered after it is stolen or hijacked, or that your car is so badly damaged that it is unsafe or uneconomical for us to repair (in other words, your motor vehicle is a write-off).
Write-off	Your vehicle is so badly damaged that it cannot be repaired economically; or it has been stolen and cannot be recovered.
Regular driver	This is the person who drives the vehicle most of the time. The name of the regular driver is noted in your policy schedule.
Sum insured	The sum insured for your vehicle is either the retail value or an agreed value. Check your Schedule now to see on what basis your vehicle is insured for.
Third party	Someone other than yourself who is involved in an insured event – for example, an injured pedestrian or the driver of a car that is involved in an accident with you.
Vehicle	The vehicle stated in your Schedule.

Vehicle – full definition

Your vehicle includes all standard parts and accessories that are originally fitted by the manufacturer during the production of the vehicle and are included in the manufacturer's specification. It may be any one of the following:

- a private car, minibus or similar vehicle designed to carry up to 12 people, including the driver
- a station wagon, motorised caravan, 4x4 vehicle, 4x2 vehicle, or light delivery vehicle, with a gross vehicle mass of no more than 3 500 kg
- a trailer or caravan which is not motorised, and which is designed or adapted for towing by a vehicle as described above
- a motorcycle, scooter, quad-bike, motorised lawnmower, three-wheeled vehicle or golf cart.

CONDITIONS OF USE OF YOUR VEHICLE

How you may use your vehicle

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

- **Private**

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

- **Private and work**

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

- **Private, work and business**

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

- **Limited mileage**

  You can choose to use your vehicle for private; private and work; private, work and business use as described above but restricts your vehicle to travelling no more than 6 000 km/3728 miles in a 12-month period.

  - The 12-month period runs from renewal date to renewal date. If the period from the cover start date to the renewal date is less than 12 months, the mileage limit will be reduced proportionally. We may request proof of your vehicle's odometer reading at any time, such as a photograph of the odometer.

Example: If you select the Limited mileage of 6 000 km for your vehicle in March and your renewal date is September then that means the 6 000 km limit will be reduced to 3 000 km (6 000 divided by 12 multiplied by 6).

  - You may not insure your non-road vehicle, trailer, caravan or motorised caravan for this **Limited mileage** cover.

Changes to the use of the vehicle

- You must remember to tell us if the type of use of your vehicle changes for instance if you insure it for private use but start using it for private, work and business.
- Remember that we do not insure vehicles used for commercial use. If your vehicle is used for commercial use, then we will cancel (void) your cover from the date that you started using it for commercial use. You will lose your right to claim and we will pay back all the premiums we have received after the date of cancellation, less any claims we may have paid.
- Unless we cancel your cover because of your dishonesty or intentional misrepresentation, the additional excess as shown in your policy schedule will apply at claim stage in the following instances:
  - If you asked us to insure your vehicle for our **Limited mileage** option, but you unintentionally exceeded the selected mileage limit in a 12-month period and you did not inform us to change your type of use to private, private and work or private, work and business.
  - If you asked us to insure your vehicle for private use but you unintentionally started using it for private, work and business.

Note that the following are excluded:

- Renting the vehicle out;
- Carrying passengers for financial gain, whether on a fare-paying or hire basis;
- Paid driving instruction; carrying trade samples or goods;
- Racing, speeding, motor sport, rally, time trial or while being tested in preparation for any motor sporting activity, or while being driven on a motor sporting circuit or track of any kind;
- Use on recognised 4x4 off-road trails (these are named and registered off-road trails which you pay a fee to drive on) and while the driver is receiving off-road training instruction at any off-road training facility;

- Driving on a motor sporting circuit or track of any kind, unless during an advanced driving course where all of the following apply;
    - The driving course is accredited by the Advanced Driver Training Industry Board of South Africa (A.D.T.I.B of S.A).
    - At the time of the accident, the driver is under instruction of the approved and accredited driving school instructor.
    - The accident happens while the driver is following the instructions of the driving school instructor.
- Towing a vehicle for financial gain;
- Use while the vehicle is overloaded;
- Use of motorcycles, scooters, three-wheeled vehicles, quad-bikes, motorised lawnmowers, trailers, caravans, motorised caravans or golf carts for business or commercial purposes;
- Whilst in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle (for example – your vehicle is covered when at the auto repairer for repairs but it is not covered when at the motor dealer because you are selling it).

Business travel or commercial travel?

When you use your vehicle for business such as visiting clients without carrying tools, machinery and stock it qualifies as business use.

You are allowed to carry small samples of the stock you trade in such as Tupperware, carpets or materials. If, however, you use your vehicle to load machinery (such as generators or lawnmowers), tools (such as for plumbing or carpentry etc.) or stock (such as copper pipes, wood, bricks, cement, etc.) for a job or project, then that is commercial travel and not covered under this policy. If your vehicle is available as an employee pool-car and can be used by multiple drivers, it is commercial travel and not covered under this policy.

No carrying of explosives or hazardous goods

You may not, under any circumstances, use your vehicle to carry explosives or hazardous goods, unless it is for your own personal domestic use and you do not need a formal permit – for example, a gas cylinder for your stove or acid for your pool.

Typical examples of explosives and hazardous goods are nitroglycerine or dynamite; chemicals or compressed gas; gas in liquid form; hazardous waste; and liquid petroleum.

No using your vehicle as a courier or transport contractor

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

No carrying of fare-paying passengers

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

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

Where we cover your vehicle

We will cover your vehicle within the borders of South Africa and while you are travelling in the following countries: Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, eSwatini, Tanzania, Uganda, Zambia and Zimbabwe. The following conditions apply:

- We will cover you for a total of **90 days per year** while you are travelling outside of South Africa in the abovementioned countries.
- Your cover outside of South Africa also includes cover for third party liability, but certain countries are excluded and there are special conditions as explained under the **Third party liability** cover heading.

Who may drive your vehicle

- The **regular driver**, as noted in your policy schedule, and other people who use the vehicle from time to time, are allowed to drive the vehicle.

WHAT IS NOT COVERED

We do not cover any claims for loss, damage or liability directly caused by, or related to, any of these exclusions. You must read these exclusions together with the **General exclusions** in the **Understanding your policy** section to make sure you understand exactly what is not covered. These are not all the instances where we do not provide cover. The cover described in this section may have exclusions mentioned in the description of the cover.

Accessories

There is no cover for accessories that are:

- Not included in the insured value of your vehicle.
- Over the limit of the included **Aftermarket accessories and equipment** cover unless they have been specified and are listed in the schedule.
- There is also no cover for theft of accessories without signs of force or violence.
- Theft of parts or accessories while the vehicle is left unguarded at the scene of an accident, unless leaving the vehicle unguarded is out of your control.

Alcohol, drugs and driver behaviour

There is no cover while your vehicle is driven or being towed in any of the following instances:

- The driver is under the influence of alcohol, or the alcohol content in the driver's body exceeds the legal limit.
- The driver is under the influence of drugs or medication, unless they are prescribed by a doctor and are taken in the correct dosage.
- The driver refuses to submit to any test to determine the level of alcohol or drugs in their body, such as blood, urine or breathalyser tests.
- The driver leaves the scene of the accident unreasonably or unlawfully.
- The driver exposes the vehicle to situations that clearly have a high risk of loss or damage, for example making a U-turn on a highway or driving at an excessive speed.

For the purposes of this exclusion, driver means any of the following people:

- The regular driver or a permanent member of the household.
- Any other person driving your vehicle with the permission of the following people:
    - You or the regular driver.
    - An adult of your household.

Custody of the motor trade

There is no cover while your vehicle is in the custody and control of the motor trade for any reason except if:

- Your vehicle is a vintage vehicle.
- It is for the valuation purposes or the overhaul, service or repair of your vehicle.

You are not covered if your vehicle is stolen while it is parked at a dealer who is selling it on your behalf.

Damage to tyres

There is no cover for loss of or damage to your vehicle's tyres caused by:

- Braking, punctures, cuts or bursts while driving, unless the rim or another part of your vehicle is damaged in the same event.
- Intentional or malicious damage by the regular driver, restricted driver or by a member of your immediate family.

Permanent fixtures and fittings of trailers and caravans

We do not cover loss or damage to permanent fixtures and fittings inside of a trailer or caravan caused by theft or attempted theft when it is unoccupied or unattended for more than 48 hours and there is no evidence of violent or forcible entry into the trailer or caravan.

Pre-existing damage

There is no cover for the cost to repair any pre-existing or old damage, faulty workmanship or incomplete repairs that were in existence prior to a claim event.

Resultant loss or damage

We do not cover any resultant loss or damage that is caused because the driver continued to drive the vehicle after a claim event.

Sea, airports and mines

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

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

Unroadworthy vehicles

There is no cover for loss or damage caused directly because your vehicle does not meet the roadworthy requirements of the applicable National Road Traffic Act.

Example: Tyres that are below the legal thread limit impacts the distance before your vehicle comes to a complete stop in wet road conditions. If you are in an accident and our investigation show that the accident could have been prevented if your vehicle's tyres were within the legal thread limit, we will reject your claim.

Uses of your vehicle

There is no cover for loss or damage while using your vehicle in any of the following instances:

- Using it to carry or tow a load that is greater than what it is designed or licensed for.
- Using it to carry passengers, the number of which are greater than the number of passengers the vehicle is licensed to carry.
- Using it to carry explosives or hazardous goods, unless it is for your own personal domestic use and you do not need a formal permit – for example, a gas cylinder for your stove or acid for your pool. Typical examples of explosives and hazardous goods are nitroglycerine or dynamite, chemicals or compressed gas, gas in liquid form, hazardous waste or liquid petroleum.
- Use on recognised 4x4 off-road trails (these are named and registered off-road trails which you pay a fee to drive on) and while the driver is receiving off-road training instruction at any off-road training facility unless you have taken the optional **4X4 cover** benefit.
- Using it in connection with any performance tests, racing or speeding of any sort, trials or for performance demonstration purposes.
- During any vehicle sporting activity, or while it is being tested for any vehicle sporting activity.
- Using your vehicle outside of South Africa in a listed country for longer periods than those shown under the heading **Conditions of use of your vehicle**.
- Using your vehicle to give driving lessons for which you or the driver of the vehicle receive payment.
- On a vehicle sporting circuit or track of any kind, unless during an advanced driving course where all of the following apply:
    - The driving course is accredited by the Advanced Driver Training Industry Board of South Africa (A.D.T.I.B of S.A).

- At the time of the accident, the driver is under instruction of the approved and accredited driving school instructor.
- The accident happens while the driver is following the instructions of the driving school instructor.

- Using your motorcycle, scooter, three-wheeled vehicle, trailer, caravan or motorised caravan for business use.
- Using your quad-bike on a public road.
- Using your vehicle for commercial travelling or as a tool of trade, for example:
  - Using your vehicle as a courier or delivery vehicle.
  - Towing a vehicle for financial gain.
  - Renting out your vehicle for use by others.
  - Using your vehicle to carry passengers for reward, such as a taxi (including ride-hailing services) or limousine.

This exclusion does not apply to car-pooling or lift clubs

Car-pooling means when you are carrying passengers and the passengers are contributing towards the running cost of the vehicle in a lift club and there is no element of profit or monetary gain for the driver or owner of the vehicle.

- Using your vehicle to carry out your trade, such as plumbers, electricians, builders, garden services, farmers, etc.

YOUR SPECIFIC RESPONSIBILITIES

In addition to your responsibilities set out in the **Your responsibilities** in the **General term and conditions** section, you have extra responsibilities that specifically apply to your **Motor** cover section.

Check your security

You must read your policy schedule to know what your security requirements are.

- We may specify the type of tracking device to be installed in your vehicle, which may be an early-warning device. An early-warning tracking device is one that can automatically alert the tracking company.
- You will not have any theft or hijacking cover if a security device is a condition of cover noted in your policy schedule and you do not have it installed.
- If a tracking device is either:
  - a requirement for your vehicle; OR
  - not a requirement for your vehicle but you decide to get one and it is noted in your policy schedule and the appropriate premium discount has been given then **we will not pay a claim** for theft or hijacking in any of the following instances:
    - The tracking device is not of the type stipulated in your policy schedule.
    - The tracking device was not in working order at the time of the incident.
    - Your contract was not active at the time of the incident.
    - You did not comply with the conditions of that contract.
    - You did not report the theft or hijacking to the tracking company immediately after the incident.

You must comply with conditions of cover

Before we agree to insure certain items, or to provide full or partial cover in certain instances, you may be requested to comply with measures to reduce the risk and severity of loss or damage. For example, we may ask you to have a tracking device installed in your vehicle. We will give you 14 days from the date we told you about these requirements for you to comply, unless we agree otherwise in writing.

Drivers must be competent

We may, at our discretion, ask you to supply either of the following from time to time:

- Written confirmation from a registered medical practitioner that the driver is fit to drive.
- The results of a driver's assessment.

Drivers must be licenced

Any driver of your vehicle must comply with the terms and conditions of this policy and must have a valid driver's licence.

- If your vehicle is used in South Africa, the driver must be in possession of a valid South African driver's licence, or a valid driver's licence that complies with South African legislation.
- A person with a valid learner's licence must be accompanied by a person with a valid driver's licence.
- A valid driver's licence is a licence that has not been cancelled, suspended or endorsed.
- In terms of South African legislation, an international, commonwealth or neighbouring country driver's licence must be converted to a South African licence within the regulated time of the driver becoming a permanent resident, otherwise the licence is invalid and the driver will be considered unlicensed.The code on the driver's licence must allow the driver to drive your vehicle, or to tow the size of load that your vehicle is used for.

If your vehicle is used in another country covered under this policy, the driver must have a valid driver's licence as required by the country in which your vehicle is used.

Notify us of certain traffic offences

You must notify us if you have been charged or convicted of reckless or negligent driving.

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

Your vehicle must be registered and licenced

Your vehicle must be registered in South Africa and it must have a valid licence. Your claim may be affected if your vehicle is not licensed or if its licence has expired.

HOW MUCH WE PAY

How we calculate sum insured

Retail value

The retail value of your vehicle is the value from the Auto Dealer's Guide published by TransUnion Auto Information Solutions (Pty) Limited, or any similar publication approved by us. It is the price most dealers would be prepared to sell your car for, based on the mileage and condition of the car. Where no provision is made in such publications, the average value given by independent motor industry sources of our choice will be used.

- The retail value includes most of the standard and optional factory-fitted accessories that are listed in the manufacturer's specifications. However, there are instances where optional factory-fitted accessories are not included in the retail value.
- We cover your vehicle's accessories that are not included in its retail value under the included **Aftermarket accessories and equipment** cover. If this cover isn't enough, then the additional accessories need to be specified.
- In the event of a total loss claim, we will base the claim amount on the retail value as at the date of the claim event, less your excess, plus the following:
    - The sums insured of all the accessories listed in your policy schedule.
    - The total of any accessories that are not included in the retail value and that are not listed in your policy schedule, up to the limit of the included **Aftermarket accessories and equipment** cover.

- We will cover loss or damage to accessories that have been temporarily removed from your vehicle. Theft cover is on condition that the accessories are securely locked away and that there is proof of forcible or violent entry to or exit from the building.
- If you have replaced factory-fitted accessories with aftermarket accessories, the original parts are no longer included in your vehicle's sum insured. These parts are considered spares and will not be covered unless they are specified on your policy schedule.

Repairing or replacing your vehicle

We will not pay more than the sum insured on the schedule **unless** all conditions under the **If your vehicle is less than 12 months old** benefit under the heading **How much we pay** in the **Motor** section, are met.

Do we fix the vehicle or get you a new one?

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

Retail value plus

- If your vehicle is actually worth less than its retail value, or more than the retail value, you may adjust the value you want to insure your vehicle for.
- You may ask us to reduce the value of your vehicle by a percentage lower than retail value, or to increase it by a percentage above retail value.
- If you chose to adjust the value of your vehicle and we agreed, your sum insured is the adjusted value.

Please note: We recommend that you assess, at least annually, whether the percentage you have chosen is sufficient to cover the adjusted value of your vehicle, particularly as the retail value of your vehicle may decrease annually.

- The Retail value plus benefit does not cover credit shortfall. There is optional **Paying off your vehicle** cover available.

When to choose Retail value plus: With second-hand vehicles, it isn't always clear when accessories were added which makes insuring accessories separately very difficult. In other instances, second-hand vehicles might be worth more than their retail value because of their availability, mint condition or a low mileage. Insuring your vehicle for a percentage more than its retail value can solve this dilemma.

Likewise, a second-hand vehicle could also be worth much less than its retail value if the vehicle is in a bad condition or has a very high mileage. Insuring your vehicle for a percentage less than its retail value will ensure that you don't end up paying more premiums based on the actual retail value while your vehicle is actually worth less.

- In the event of a total loss claim, we will base the claim amount on the listed retail value as at the date of the claim event (adjusted by your chosen percentage as long as this is not more than the actual value of your vehicle), plus the sums insured of all the specified accessories shown in your policy schedule, less your excess.

  You must make sure that you don't specify any accessories that are already included in your Retail plus sum insured, as we will never pay more than the actual value of your vehicle.

- If at the date of the claim event the **Retail plus value** of the vehicle is less, we will pay out the lower amount. We will then pay back the premiums we have received for the difference in these values up to a maximum of three years.

Agreed value

If your vehicle's value can no longer be determined by reference to the industry authorities, and you have supplied us with written proof of the value of your vehicle, then we may accept that figure and call it the agreed value. The valuation may be obtained from an expert, such as a motor dealer or motor club. All claims will be settled based on this agreed value, provided you supply an updated valuation at every anniversary date of your policy. If you do not, we will use a valuation from an expert, taking into account the condition and mileage of your vehicle.

Check your policy schedule now to see whether we have agreed a value for your vehicle.

Reduced pay-out for Code 3 or SAPVIN vehicles

If your vehicle is classified on NaTIS[1] as a Code 3 vehicle or SAPVIN, and it is written off or stolen, we may reduce your pay-out by a minimum of 30% of the retail value. When calculating the retail value we will take into account factors such as condition and mileage of the vehicle.

A Code 3 vehicle is a new or used motor vehicle that has been rebuilt after sustaining damage in an accident or incident. Even though it is roadworthy and complies with all relevant legislation, it always carries a Code 3 rating.

A SAPVIN (SA Police Vehicle Identification Number) code vehicle can be allocated only by the Police when a vehicle's VIN number has been tampered with. The VIN number usually starts with AAPV.

If your vehicle is more than 12 months old

If your vehicle is more than 12 months old and cannot be repaired, we will pay its retail value. When calculating the retail value we will take into account factors such as condition and mileage of the vehicle.

If your vehicle is less than 12 months old

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

If a part is not available

If a part needed for the repair of your vehicle is not available in South Africa as a standard (ready-made) part, we will pay an amount equal to the value of that part. We will also pay all reasonable costs to transport the part up to the limit stated in your policy schedule.

Do we always use new parts?

If your vehicle is still covered by the standard manufacturer's warranty we will always use new "Original Equipment Manufacturer" (OEM) parts only. After that we may use second-hand or alternative parts of similar age and condition as your vehicle. We may also use new OEM parts or certified parts from other manufacturers.

Windscreen, fitted glass and lights

We will repair or replace the accidentally damaged glass in any fitted windows and lights of your vehicle. Fitted windows include the windscreen, rear and side windows. Lights include the head-, tail-, and spotlights. The following conditions apply to this benefit:

- We will not limit the amount we will pay if you contact us and we arrange for the repair or replacement with our approved service provider.
- If you do not contact us before the repair or replacement, we will only pay up to the limit shown in your policy schedule.
- There is an excess that applies if you choose non-generic glass.

This benefit does not apply to sunroofs (including panoramic sunroofs).

You always pay the first amount, or excess

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

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

1 NaTIS – This is the National Traffic Information System of the Department of Transport.

Your bank may take part of your pay-out

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

How we handle claims in neighbouring countries (Repatriation)

- if you have a valid claim, we may decide either to have the vehicle repaired in the country concerned, or have you bring it back to South Africa for repairs
- we will not pay for the following:
    - theft of parts or accessories while the vehicle is left unguarded at the scene of an accident
    - more than the amount in your policy schedule for towing costs and bringing the damaged vehicle back to South Africa
    - any government-imposed duties, customs, charges or stamps
    - if the vehicle is a write-off and you do not bring it back to South Africa, we will deduct the value of the salvage from your pay-out. The value of the salvage will be the amount we would have received for it in South Africa. You will remain the owner of the salvage and be responsible for complying with any local government requirements[2].

LIABILITY TO THIRD PARTIES

A third party is another person whose property is involved in an accident with your vehicle, for example the owner of another vehicle or the owner of property. That person may hold the driver of your vehicle legally liable for the damage caused by your vehicle. Your third party liability cover is limited to the amount shown in your policy schedule, which includes reasonable legal costs which we have agreed to in writing.

The driver's legal liability

We will cover any driver's legal liability towards a third party whilst driving your vehicle, as long as you are the person who claims under this policy. We will not cover a driver's legal liability if the driver is insured for third party liability cover with another insurer. However, if the cover with the other insurer is not sufficient to cover the driver's liability, we will consider the claim for the difference up to the limit under this policy.

Causes of legal liability and how we cover them

In South Africa, death and bodily injury to persons as a result of vehicle accidents are covered by the Road Accident Fund Act (RAF). This means that your legal liability cover in and outside South Africa is different as explained below.

Accidents in South Africa

We will cover a driver's legal liability towards a third party if your vehicle is involved in an accident that causes:

- Damage to another person's property.
- Death or bodily injury to another person, but only if the driver can be held legally liable in terms of the applicable legislation at the time of the incident.

Accidents outside of South Africa

- We will cover a driver's legal liability towards a third party if your vehicle is involved in an accident that causes:
    - Damage to another person's property.
    - Death or bodily injury to another person, but only if the driver can be held legally liable in terms of the applicable legislation at the time of the incident.

2 Please note that when you cross the border into the neighbouring country, you usually sign an agreement on the temporary import permit stating that you will remove the car from that country when returning to South Africa.

- We will cover a driver's legal liability for a total of 90 days per year while travelling in any of these countries: Botswana, Lesotho, Malawi, Mozambique, Namibia, eSwatini, Zambia and Zimbabwe. There is no third party liability cover in Angola, Kenya, Tanzania and Uganda.
- If it is compulsory to take out third-party liability cover at the border of a country, you must claim under that policy first in the event of a claim. If that policy does not cover your valid claim in full, we will cover the difference up to the limit shown in your policy schedule.

Driving a vehicle that does not belong to you

- We also provide third party liability cover as described above if an accident happens while you or the regular driver are driving a vehicle that does not belong to you, but only if the following conditions are met:
    - You, the regular driver or the restricted driver (as applicable), are the driver at the time of the accident.
    - The vehicle is a passenger vehicle, 4x4 vehicle, 4x2 vehicle, minibus, SUV (sport utility vehicle), light delivery vehicle (LDV) or a motorised caravan with a gross vehicle mass of no more than 3 500kg.
    - The vehicle is not leased to you and you are not in the process of buying the vehicle from a motor dealer.
    - The vehicle is not rented.
    - The vehicle is not insured elsewhere for third party liability.
- We only cover third party liability, and not loss or damage to the actual vehicle, or for any property transported by that vehicle.

For example:

You will be covered for your legal liability towards another person if you borrow a friend's uninsured vehicle, and you are in an accident that causes damage to another vehicle.

When there is no legal liability

Alcohol, drugs and driver behaviour

There is no legal liability cover while your vehicle is driven or being towed in any of the following instances:

- The driver is under the influence of alcohol, or the alcohol content in the driver's body exceeds the legal limit.
- The driver is under the influence of drugs or medication, unless it is prescribed by a doctor and is taken in the correct dosage.
- The driver refuses to submit to any test to determine the level of alcohol or drugs in their body, such as blood, urine or breathalyser tests.
- The driver leaves the scene of the accident unreasonably or unlawfully.
- The driver exposes the vehicle to situations that clearly have a high risk of loss or damage, for example, making a U-turn on a highway or driving at an excessive speed.

Liability relating to death of or bodily injury to people

There is no cover for legal liability relating to death of or bodily injury to any of the following people:

- You, anyone driving your vehicle, a family member (whether they live with you or not), or any person in your employ.
- Any person in or on a caravan or trailer while it is being towed by your vehicle.
- Any person who was outside the cab of your vehicle at the time of the event.
- Any person travelling in, getting into or getting out of a caravan or trailer.

Liability relating to loss or damage to property

There is no cover for legal liability relating to loss or damage to the following property:

- Belonging to you, anyone driving your vehicle, a family member (whether they live with you or not), or any person in your employ.
- In the care, custody or control of the driver of your vehicle.
- Being carried in, or on, a caravan or a trailer that is towed by your vehicle.

Liability relating to towing

There is no cover for liability relating to loss or damage to a caravan, trailer or another vehicle which does not belong to you, while it is being towed by your vehicle.

Breaches of the National Road Traffic Act

There is no cover for legal costs to defend criminal acts or fines relating to breaches of the National Road Traffic Act.

Rejected claims for own damage

There is no cover for a driver's liability if we reject a claim for loss or damage to your vehicle.

COMPREHENSIVE COVER

What we cover you for (Insured Events)

All loss and damage covered

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

Example

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

Safeguarding your vehicle

Towing and storage after an insured event

If your vehicle needs to be towed away following an insured event, we will cover the cost of the towing to and storage at the nearest repairer, in addition to the claim amount. The following conditions apply to this benefit.

- **Within South Africa – with our permission:** If you call us and we arrange for your vehicle to be towed, we will cover the full cost of towing and storage.
- **Within South Africa – without our permission:** If you arranged the towing yourself, without calling us first, the cost of towing and storage, as well as the cost of recovering the wreckage of your vehicle before towing, will be up to the limit shown in your policy schedule.
- **Outside South Africa:** We will cover the cost of towing and storage up to the limit shown in your policy schedule. Please refer to **How we handle claims in neighbouring countries (Repatriation)** under the heading **How much we pay** in this cover section for more detail.
- If you were towing a caravan or trailer at the time of the incident, we will also tow your caravan or trailer (weighing less than 3 500 kg), even if it is not insured with us.
- If your caravan or trailer breaks down, we will arrange for towing of the caravan or trailer, even if it is not insured with us, as long as it was towed by your insured vehicle.

Towing after mechanical or electrical breakdown

- **Within South Africa**
  - **With our permission:** We will cover the cost of towing your vehicle because of mechanical or electrical breakdown up to the limit stated on your policy schedule on condition that:
    - You ask us to arrange the towing, and
    - Your vehicle is towed to a place of safety, repair or your home, whichever is the closest.
    - In the event of your vehicle being towed after-hours, your vehicle will be stored in a safe place until office hours.
  - **Without our permission:** Cover is up to the limit as shown in the policy schedule if you do not get our permission for your vehicle to be towed to a place of safety, repair or your home, whichever is the closest.
- **Outside the borders of South Africa:** We will cover the cost of towing your vehicle because of mechanical or electrical breakdown up to the limit stated on your policy schedule on condition that:
  - You need to arrange and pay for the towing yourself.
  - Your vehicle is towed to a place of safety or repair, whichever is the closest.
  - You need to give us a detailed invoice as part of your claim.

The limit stated in your policy schedule will apply and will differ depending on whether our permission was obtained prior to arranging the towing.

IMPORTANT: We do not cover costs of towing the vehicle as a result of a mechanical or electrical breakdown that you can claim for under any other insurance policy.

We also cover you for

Cover	Vehicles the cover is applicable to:	Page
Windscreen, fitted glass and lights	All vehicles excluding, trailers, motorcycles, scooters, golf carts, quad bikes, three-wheeled vehicles	134
Sound equipment	All vehicles excluding trailers, scooters, golf carts, quad bikes, three-wheeled vehicles	134
Limits apply to the following		
Caravan, motorised caravan and trailer contents	All vehicles which are not motorised All motorised caravans	134
Courtesy vehicle	All vehicles	134
Child car seat	All vehicles excluding, trailers, motorcycles, scooters, golf carts, quad bikes, three-wheeled vehicles	135
Damage due to vermin or animals	All vehicles	135
Delivery after repairs	All vehicles	135
Emergency hotel expenses	All vehicles excluding trailers, golf carts and quad bikes	135
Emergency repairs	All vehicles	135
Emergency-services expenses	All vehicles	135
Keys, locks and remote controls	All vehicles	135
Medical benefit	All vehicles excluding caravans or trailers	136
Aftermarket accessories and equipment	All vehicles	136
Theft of spare wheels	All vehicles excluding motorcycles, scooters, golf carts, quad bikes or three-wheeled vehicles	136
Transit cover	All vehicles	136
Trauma counselling	All vehicles excluding vehicles which are not self-propelled	136
Vehicle rental excess	All vehicles	136
Wheelchair- and disability-friendly alterations	All vehicles and motorised caravans, excluding non-motorised caravans, trailers, motorcycles, scooters, golf carts, quad bikes or three-wheeled vehicles	136
Wreckage removal	All vehicles	136

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

Windscreen, fitted glass and lights

We will repair or replace the accidentally damaged glass in any fitted windows and lights of your vehicle. Fitted windows include the windscreen, rear and side windows. Lights include the head-, tail-, and spotlights. The following conditions apply to this benefit:

- We will not limit the amount we will pay if you contact us and we arrange for the repair or replacement with our approved service provider.
- If you do not contact us before the repair or replacement, we will only pay up to the limit shown in your policy schedule.
- There is an excess that applies if you choose non-generic glass.

This benefit does not apply to sunroofs (including panoramic sunroofs).

Sound equipment

We will pay for accidental loss or damage to any factory-fitted sound equipment originally fitted by the manufacturer, during the production of the vehicle and included in the manufacturer's specification. If the sound equipment is not factory-fitted, it must be specified separately in your policy schedule.

Any theft of the sound equipment must have been the result of forced and violent entry into the vehicle. A claim for sound equipment will affect your premium.

Limits apply to the following

We also cover you for the events listed below, but only up to the limits stated in your policy schedule.

Caravan, motorised caravan and trailer contents

All loss and damage covered

We will pay for accidental loss or damage to your caravan/trailer contents from any accidental cause.

If your contents are stolen from your unoccupied trailer, caravan or side tent, there must be clear signs of forced entry or exit. Caravan/trailer contents do not include permanent fittings of the caravan or trailer.

We will not pay for loss or damage caused by the dishonesty of any person using your caravan/trailer.

If this limited amount is not enough to pay for the contents you may ask for additional cover.

Check your policy schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

Courtesy vehicle

If your vehicle is being repaired or serviced and you receive a courtesy vehicle, we will cover you for the following:

- We will cover you for loss or damage to the courtesy vehicle up to the lesser of the courtesy vehicle's retail value and your vehicle's sum insured, as long as the courtesy vehicle is not insured elsewhere for comprehensive vehicle insurance.
- If the courtesy vehicle is insured elsewhere for comprehensive vehicle insurance, then we will cover you for the excess you have to pay to the other insurer, after deducting the excess due under this policy. You must give us proof of the amount you paid.
- The following conditions apply:
    - The regular driver was driving the courtesy vehicle at the time of the loss or damage.
    - The courtesy vehicle is a passenger vehicle or light delivery vehicle (LDV) with a gross vehicle mass not exceeding 3 500 kg.

- We cover you for up to 31 days from the day you receive the courtesy vehicle, or until it is returned, whichever is the lesser. If further cover is required, then this needs to be agreed with us, and if agreed then specific terms may apply.

All the other terms and conditions of this policy will also apply to the courtesy vehicle and the regular driver.

Child car seat

We will pay for loss or damage to a fitted child car seat as a result of damage to the motor vehicle.

Damage due to vermin or animals

We will cover damage caused by vermin or domestic or wild animals. Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers. Vermin include moths, rodents, termites, parasitic worms or any other animal or insect classified as invasive species.

Delivery after repairs

We will pay for the cost of delivering your vehicle to your home address after repairs after a valid claim.

Emergency hotel expenses

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

Emergency repairs

If your vehicle needs emergency repairs after an accident to get it safely back on the road, we will pay back the costs of these repairs. The following conditions apply:

- The reason for the repairs must be because of loss or damage following an insured event which would be covered under this policy.
- You may only continue with emergency repairs if the total cost of the repairs is less than the limit shown in your schedule.
- If the total cost is more than the limit and you continue with the repairs without our permission, we will not pay more than the limit as shown in your policy schedule.
- You must give us a detailed invoice as part of your claim.

Emergency-services expenses

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

Keys, locks and remote controls

We will cover the costs for the following:

- Replacing stolen or damaged keys, remote control units and locks for your vehicle.
- Replacing keys and remote control units of your vehicle if you suspect that an unauthorised person is in possession of duplicates.
- Re-programming of any related vehicle systems, like central locking and alarm systems.
- If the keys are stolen from your home and you are also covered under the **Buildings** or **Household contents** section, then we will cover your claim under this cover section and not under the **Buildings** or **Household contents** section.

Check your policy schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us for additional cover so that we can increase the limit.

Medical benefit

We will pay the medical benefit for any occupant of the vehicle who sustains bodily injury as a direct result of an insured event involving the vehicle. If you are covered under the "EnRoute" section of this policy we will not make any benefit payment under this extension, and all claims must be submitted under the "EnRoute" section.

Aftermarket accessories and equipment

Will not pay more than the limit stated in your policy schedule for loss or damage to aftermarket accessories and equipment that are not specified (excluding sound equipment).

Check your policy schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you must specify these accessories and equipment.

Theft of spare wheels

We will cover the theft of the spare wheel fitted to the outside of your vehicle up to the amount shown in your policy schedule, on condition that:

- You have a factory- fitted or Vesa-approved wheel-lock to the spare wheel. If you do not have the required wheel-lock fitted to your vehicle, an excess will apply.
- The spare wheel must have been forcibly or violently removed from your vehicle.

Transit cover

We will cover your vehicle for loss or damage as a result of an accident, theft or attempted theft, fire, lightning, explosion or overturning when it is:

- Being transported by a nationally recognised professional transport contractor or railway to or from any local destination.
- Being transported by sea between ports within South Africa, or by air to countries where cover under this policy is valid.

This includes the loading and unloading of the vehicle. Any transportation used must be designed for the safe and secure transporting of the vehicle.

Trauma counselling

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

This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

Vehicle rental excess

If you rent a vehicle from a car rental company, and it was damaged while in your control, we will pay your excess, up to the limit stated in your policy schedule, subject to the following conditions:

- The vehicle is rented for a maximum of 45 days or less.
- We will not pay if the driver of the rental vehicle is not the same as the driver declared to the car rental company.
- We will not pay if the driver of the rental vehicle did not comply with the conditions for cover under this policy.

Wheelchair- and disability-friendly alterations

If during the period of insurance you are accidentally injured and become wheelchair-bound or disabled as a result, we will pay for whatever alterations may be necessary to your vehicle to enable you to continue using it. This cover does not apply to motorcycles, scooters, three-wheeled vehicles, quad-bikes, motorised lawnmowers, non-motorised caravans, trailers or golf carts.

Wreckage removal

Following an insured event, we will pay for the cost of cleaning up and removing the insured vehicle's debris from the accident site.

Additional cover you can choose

Cover	Vehicles applicable to	Page
Caravan, motorised caravan and trailer contents – increased cover	All caravans, motorised caravans and trailers	138
Car hire	All vehicles excluding trailers, motorcycles, scooters, golf carts, quad bikes, three-wheeled vehicles	138
Extension of liability	All vehicles other than vehicles which are not motorised, a motorcycle, caravan, trailer, scooter, quad-bike, motorised lawnmowers, three-wheeled vehicle or golf cart	139
Keys, locks and remote controls – increased cover	All vehicles	139
Paying off your vehicle	All vehicles	139
4X4 cover	4X4 and 4x2 vehicles	140
• Emergency accommodation		140
• First aid equipment		140
• Fitted winch equipment		141
• Head-, tail- and spotlights		141
• Luggage		141
• Aftermarket accessories and equipment		141
• Personal documents		141
• Tools not standard to the vehicle		141
Tyre cover	All vehicles	141

Check your policy schedule

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

Caravan, motorised caravan and trailer contents – increased cover

Accidental loss and damage covered

We will pay for accidental loss or damage to your caravan/motorised caravan and trailer contents from any accidental cause.

If your contents are stolen from your unoccupied trailer, caravan, motorised caravan or side tent, there must be clear signs of forced entry or exit. Caravan/motorised caravan or trailer contents do not include permanent fittings of the caravan/motorised caravan or trailer.

We will not pay for loss or damage caused by the dishonesty of any person using your caravan/motorised caravan or trailer.

This cover is additional and applies if the limited cover is not enough to replace your caravan/motorised caravan or trailer contents.

The limit for this cover is in addition to the limit provided under the heading **We also cover you for**.

Car hire

When we will arrange a rental vehicle

- We will arrange for you to rent a vehicle if we accept a claim for loss or damage to your vehicle, except for claims for benefits listed under the **We also cover you for** section, such as window glass.
- If your vehicle is still drivable, the rental vehicle is only available from the date that your vehicle is dropped off at our repairer.
- You may use the rental vehicle from the date your claim is accepted until the earliest of the following:
    - The end of the number of days you chose as shown in your policy schedule.
    - The date that the repairs on your vehicle are finalised.
    - The date that we settle a claim for a total loss.
    - The date that we return your vehicle to you, if it is recovered after theft or hijacking.
    - The date that we reject your claim, in which case you must pay back the cost of the car hire for the time that you used the rental vehicle.

What the car hire benefit includes

The car hire benefit includes the rental of a vehicle which is listed in the vehicle hire group that you chose, as shown in your policy schedule as well as all of the following:

- Unlimited kilometers.
- Airport surcharge for rentals from an airport.
- Tourism levies.
- Delivery or collections up to 25 kilometers from the nearest vehicle hire company contracted by us.

What is not covered

You are responsible for all of the following costs:

- The admin fee charged by the vehicle hire company, the contract fee, refundable fuel deposit, toll costs unless you have chosen to extend your car hire benefit to cover these charges.
- Fuel.
- The amount that exceeds the amount payable under the **Vehicle rental excess** benefit, in respect of the excess charged by the vehicle hire company for loss or damage to the rental vehicle.
- Traffic or speeding fines while the rental vehicle is in the driver's custody and control.
- Costs after the rental vehicle has been in the driver's custody and control for longer than allowed.

Special conditions

- You must sign all documentation required by the vehicle hire company because the rental agreement is between you and the vehicle hire company contracted by us.
- Only the person that received permission from the vehicle hire company may drive the rental vehicle. That person must be in the possession of a valid driver's licence.
- We will not pay the cost of the vehicle hire if you do not keep to the terms, conditions and insurance requirements of the vehicle hire company.

Extension of liability

You are already covered for liability to third parties as explained earlier. This benefit extends that liability cover to a company where you are a director, or a close corporation where you are a member, if the company or close corporation are held legally liable for an accident that you are responsible for. The following conditions apply to this cover:

- You were driving the vehicle in the course of your employment as at the time of the event.
- The vehicle was used in accordance with the type of use as shown in your policy schedule.
- No other exclusion applies to the claim.
- The company or close corporation is not involved in the hiring of vehicles or the carrying of fare-paying passengers.
- The liability is not covered under any other insurance policy.
- Only the policyholder is covered for this benefit – it does not extend to cover the liability of any employees of the company or close corporation who may be driving your vehicle.

Keys, locks and remote controls – increased cover

We will cover the costs for the following:

- Replacing stolen or damaged keys, remote control units and locks for your vehicle.
- Replacing keys and remote control units of your vehicle if you suspect that an unauthorised person is in possession of duplicates.
- Re-programming of any related vehicle systems, like central locking and alarm systems.
- If the keys are stolen from your home and you are also covered under the **Buildings** or **Household contents** section, then we will cover your claim under this cover section and not under the **Buildings** or **Household contents** section.

This is additional cover, and applies if the limited cover is not enough to replace your keys, locks or remote controls.

The limit for this cover is in addition to the limit provided under the heading **We also cover you for**.

Paying off your vehicle

If your vehicle is a total loss and you are still paying it off, there might be a difference (shortfall) between your outstanding loan amount on your vehicle finance agreement and the value your vehicle is insured for. This benefit covers you for that shortfall, but only up to limit stated in your policy schedule, and subject to the conditions below:

What we will pay to the financial institution

When we settle your claim, our total payment to the financial institution will be calculated as follows:

- The sum insured of your vehicle, plus the sum insured of any accessories and equipment that are included in your loan amount.
- **PLUS:** The difference between your outstanding loan amount and the above, limited to the amount stated on your policy schedule.
- **LESS:** The total of any costs that are not covered as shown under **What we do not cover**.

Please note: The sum insured of the vehicle will be the new list price of the vehicle, **if the vehicle is less than 12 months old** and all the conditions under the If your vehicle is less than 12 months old clause, under the heading **How much we pay** in the **Motor** section, are met.

What we will pay to you

If you insured any accessories that are not financed as part of your loan amount, we will pay the value of these accessories to you, and not to the financial institution.

What we do not cover

The total amount we pay to the financial institution will not cover your full outstanding loan amount, because the following is not covered:

- The excess due on your vehicle claim.
- Any amounts that we may deduct from your claim because there is no cover or limited cover, such as towing, storage and release fees where you did not arrange towing through us.
- Instalments which are in arrears and any interest on them.
- Any early settlement penalties.
- Any extra fees charged by your financial institution.
- Any amount noted on the finance agreement for on the road costs, service or delivery.
- Premiums for insurance, motor warranties and maintenance plans. These must be refunded to you by the administrator of the policy or warranty.
- Amounts added to the initial loan amount of your finance agreement after your vehicle's cover start date, and any finance charges and interest on it.
- If you make any changes to your finance agreement after your vehicle's cover start date, and these changes result in a higher outstanding loan amount, then you are only covered for the original outstanding loan amount before the changes were made.

4X4 cover

Conditions of use of your vehicle

- Private, work, business and 4X4
    - private use (social, domestic, pleasure) and all travel to and from work
    - travel for business or professional purposes excluding travel for commercial purposes
    - conducting or guiding of trips on recognised 4X4 off-road trails (these are named and registered off-road trails which you pay a fee to drive on), and while the driver is receiving off-road training instruction at any off-road training facility. Such training facility must be fully registered and adhere to the regulations applicable to recreational driving as stipulated in accordance with the South African Qualifications Authority (SAQA).

We will not pay more than the limit stated in your policy schedule for:

Emergency accommodation

If your car is stolen, damaged or it breaks down, resulting in an overnight delay, we will pay you back the cost of the emergency accommodation for you and your passengers.

First aid equipment

We will pay for the cost of replacing any lost or damaged first aid equipment which was not supplied with the vehicle when new.

- We do not cover theft from an unattended vehicle, except in the following instances:
    - The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are clear signs of forcible or violent entry into the building or the premises.
    - The vehicle is locked, there are clear signs of forced entry and the item is out of view, for instance inside a locked boot, inside the glove compartment or under a seat.
    - In the case of remote blocking, there is no cover unless there is CCTV footage or other indisputable proof available.

Fitted winch equipment

We will pay for accidental loss or damage to winch equipment fitted to your vehicle, caused by sudden and unforeseen mechanical or electrical breakdown, failure or breakage.

We do not cover you for any loss or damage to your winch equipment if it is:

- caused by defective design, defective parts or defective repairs
- operation of the winch beyond the manufacturer's stress levels
- due to wear and tear or gradual deterioration of any parts, such as cables or coupling devices.

Head-, tail- and spotlights

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

Luggage

We will pay for the theft of luggage from a roof-rack, canopy, trailer or carrier. This cover is in addition to any cover you may have for luggage under the **All Risks** section.

Aftermarket accessories and equipment

We will pay for loss or damage to aftermarket accessories and equipment (excluding sound equipment). This cover is in addition to the cover already included under comprehensive cover and third party, fire and theft cover.

Personal documents

Following an insured event, we will pay for the cost of any materials and labour necessary to reinstate or obtain duplicates of your personal documents. This includes identity documents, passports, visas and vaccination certificates as well as lost or damaged printed road maps or permits which allow the vehicle entry into or exit from countries.

Tools – not standard to vehicle

We will pay for the cost of replacing any lost or damaged tools which was not supplied with the vehicle when new.

We do not cover:

- breakage while being used
- theft from an unattended vehicle, except in the following instances:
    - The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are clear signs of forcible or violent entry into the building or the premises.
    - The vehicle is locked, there are clear signs of forced entry and the item is out of view, for instance inside a locked boot, inside the glove compartment or under a seat.
    - In the case of remote blocking, there is no cover unless there is CCTV footage or other indisputable proof available.

Tyre cover

Definition that applies to your Tyre cover

Tyre	The tyres fitted to your vehicle as shown in your policy schedule. This includes the spare wheel even if it is a space-saver or temporary wheel shown in your policy schedule.

What we cover under this benefit

You are covered for unexpected and unforeseen damage to your tyres on a private or public road in South Africa. If the tyre cannot be repaired, then we will pay for it to be replaced, and we will also pay for wheel balancing and alignment.

- We will never pay more than:
    - The maximum limits per tyre as shown in your policy schedule.

- Two tyres per claim.
- Two claims per a 12 month consecutive period.

- If the maximum limits shown in your policy schedule are not enough to cover the full replacement cost, you will have to pay the difference.

Conditions for cover

- We will only cover your tyres while you are driving within the borders of South Africa on private or public roads. We do not cover your tyres while you are driving on off-road trails.
- **The vehicle that your tyres are fitted to is any of the following passenger vehicles:** 4x4 vehicle, 4x2 vehicle, minibus, SUV (sport utility vehicle), light delivery vehicle (LDV) or a motorised caravan with a gross vehicle mass of not more than 3 500kg.
- The tyres must be fitted to the vehicle that is shown in your policy schedule (including the spare wheel).
- The tyres must be within the legal tread limit as determined by the National Road Traffic Act, according to which:
  - The tyre's pattern must be clearly visible across the full surface of the tyre, and the tyre must have a tread depth of at least 1mm.
  - If the tyre has a tread depth indicator, the tread may not be level with the tread depth indicator.

What we do not cover under this benefit

We do not cover any claims for loss or damage directly caused by, or related to, any of these exclusions:

- **Abuse or misuse of your vehicle:** We do not cover loss or damage to your tyres if you abuse or misuse your vehicle. For example, participating in a drag-race.
- **Any of the following causes of damage to your tyres:**
  - Cosmetic or chemical reasons.
  - Fire, scorching, charring, melting or burning.
  - Defective design, workmanship or materials.
- **Losses covered by another policy:** We do not cover damage to your tyres that you can claim for under any other insurance policy.
- **Lost or stolen tyres:** We do not cover tyres that have been lost or stolen.
- **Off-road vehicle activities:** We do not cover your tyres or rims if you are using your vehicle for any off-road activities designed for 4X4 vehicles such as driving on 4X4 trails or routes. This exclusion will still apply even if you have selected the optional 4X4 cover.
- **Repairable tyres:** We do not pay towards the replacement of tyres that can be safely repaired in the opinion of a recognised tyre retailer.
- **Retreaded tyres:** We do not cover retreaded tyres.
- **Rims:** We do not cover loss or damage to rims or alloy wheels. This type of damage will fall under the cover option (**Comprehensive cover** or **Third party, fire and theft**) that you chose for your vehicle under this cover section.
- **Vehicle accident damage:** We do not cover tyres that are damaged because the vehicle was in an accident, and the accident also caused damage to other parts of the vehicle. You must then claim under your **Comprehensive cover**.

Claiming for this benefit

IMPORTANT: Before you claim please check whether the damage to your tyres is covered by your **Comprehensive** or **Third party, fire and theft** cover option under this cover section. In this event you must follow the claims process set out under the heading: **How we may settle your claim**. If it is not covered by your main cover, then this is the process you must follow:

- **How to claim for your tyres or rims**
  - Take your vehicle to a recognised tyre retailer.
  - Find out from the recognised tyre retailer whether the tyre can be repaired. If the tyre can be repaired then there is no claim under this optional benefit. If the tyre cannot be repaired, and needs to be replaced, then continue with the steps below.
  - Take pictures of the damaged tyre, clearly showing the damaged area, the sides of the tyres and the tread surface of the tyre.

- Request an invoice detailing the following:
  - Vehicle details.
  - Tyre details as applicable.
  - The remaining tyre tread left (in millimetres) of the damaged tyre.
  - Confirmation that the tyre was irreparable.
- Pay the tyre retailer directly and send us the pictures, a copy of the invoice and proof of payment within 30 days of the event taking place.

- **What we will pay if your claim is valid**
  - We will pay for a percentage of the price of a new tyre (including alignment and balancing). The amount we will pay depends on the remaining depth of the damaged tyre, as shown in the table below. You will have to pay the difference between the cost of a new tyre and the amount that we will pay.

Remaining tread depth of the damaged tyre	Tread depth of a new tyre				
	7mm	**8mm**	**9mm**	**10mm**	**11mm**
11mm					90.9%
10mm				90.0%	81.8%
9mm			88.9%	80.0%	72.7%
8mm		87.5%	77.8%	70.0%	63.6%
7mm	85.7%	75.0%	66.7%	60.0%	54.5%
6mm	71.4%	62.5%	55.6%	50.0%	45.5%
5mm	57.1%	50.0%	44.4%	40.0%	36.4%
4mm	42.9%	37.5%	33.3%	30.0%	27.3%
3mm	28.6%	25.0%	22.2%	20.0%	18.2%
2mm	14.3%	12.5%	11.1%	10.0%	9.1%

Claim conditions

- **Waiting period**

  You may not claim for a tyre during the first 30 days after the cover start date for this optional benefit.

- **Damaged tyres – same axle**

  Some car manufacturers insist that tyres have the same tread per axle otherwise it can affect the vehicle warranty. In this instance we will also pay for the replacement of the undamaged tyre on the same axle as the damaged axle. The amount that we will pay depends on the remaining tread of the undamaged tyre.

THIRD PARTY, FIRE AND THEFT

What we cover you for (Insured Events)

Third party, fire and theft

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

Example

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

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

Safeguarding your vehicle

Towing your vehicle to a place of safety

Fire or theft

If your vehicle is immobilised and cannot be driven or towed away as a result of fire or attempted theft, we will pay for it to be towed to a place of safety. We will also pay for any emergency repairs you authorised enabling you to continue on your journey, but you must obtain a detailed quotation first as well as an itemised invoice.

This must not exceed the limit stated in your policy schedule.

Breakdown

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

We also cover you for

We also cover you for the events listed below, but only up to the limits stated in your policy schedule.

Aftermarket accessories and equipment

Will not pay more than the limit stated in your policy schedule for loss or damage to aftermarket accessories and equipment (excluding sound equipment).

Check your policy schedule now to see if this limited cover is likely to be sufficient to cover the full replacement cost in the event of loss or damage. If you feel that it is not enough, you may ask us to specify your aftermarket accessories.

Theft of spare wheels

We will cover the theft of the spare wheel fitted to the outside of your vehicle up to the amount shown in your policy schedule, on condition that:

- You have a factory- fitted or Vesa-approved wheel-lock to the spare wheel. If you do not have the required wheel-lock fitted to your vehicle, an excess will apply.
- The spare wheel must have been forcibly or violently removed from your vehicle.

Trauma counselling

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

This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

Additional cover you can choose

Check your Schedule

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

Car hire

When we will arrange a rental vehicle

- We will arrange for you to rent a vehicle if we accept a claim for loss or damage to your vehicle, except if you claim for window glass.
- If your vehicle is still drivable, the rental vehicle is only available from the date that your vehicle is dropped off at our repairer.
- You may use the rental vehicle from the date your claim is accepted until the earliest of the following:
    - The end of the number of days you chose as shown in your policy schedule.
    - The date that the repairs on your vehicle are finalised.
    - The date that we settle a claim for a total loss.
    - The date that we return your vehicle to you, if it is recovered after theft or hijacking.
    - The date that we reject your claim, in which case you must pay back the cost of the car hire for the time that you used the rental vehicle.

What the car hire benefit includes

The car hire benefit includes the rental of a vehicle which is listed in the vehicle hire group that you chose, as shown in your policy schedule as well as all of the following:

- Unlimited kilometers.
- Airport surcharge for rentals from an airport.
- Tourism levies.
- Delivery or collections up to 25 kilometers from the nearest vehicle hire company contracted by us.

What is not covered

You are responsible for all of the following costs:

- The admin fee charged by the vehicle hire company, the contract fee, refundable fuel deposit, toll costs unless you have chosen to extend your car hire benefit to cover these charges.
- Fuel.
- The amount that exceeds the amount payable under the **Vehicle rental excess** benefit, in respect of the excess charged by the vehicle hire company for loss or damage to the rental vehicle.
- Traffic or speeding fines while the rental vehicle is in the driver's custody and control.
- Costs after the rental vehicle has been in the driver's custody and control for longer than allowed.

Special conditions

- You must sign all documentation required by the vehicle hire company because the rental agreement is between you and the vehicle hire company contracted by us.
- Only the person that received permission from the vehicle hire company may drive the rental vehicle. That person must be in the possession of a valid driver's licence.
- We will not pay the cost of the vehicle hire if you do not keep to the terms, conditions and insurance requirements of the vehicle hire company.

Extension of liability

You are already covered for liability to third parties as explained earlier. This benefit extends that liability cover to a company where you are a director, or a close corporation where you are a member, if the company or close corporation are held legally liable for an accident that you are responsible for. The following conditions apply to this cover:

- You were driving the vehicle in the course of your employment as at the time of the event.
- The vehicle was used in accordance with the type of use as shown in your policy schedule.
- No other exclusion applies to the claim.
- The company or close corporation is not involved in the hiring of vehicles or the carrying of fare-paying passengers.
- The liability is not covered under any other insurance policy.
- Only the policyholder is covered for this benefit – it does not extend to cover the liability of any employees of the company or close corporation who may be driving your vehicle.

Keys, locks and remote controls – increased cover

We will cover the costs for the following:

- Replacing stolen or damaged keys, remote control units and locks for your vehicle.
- Replacing keys and remote control units of your vehicle if you suspect that an unauthorised person is in possession of duplicates.
- Re-programming of any related vehicle systems, like central locking and alarm systems.
- If the keys are stolen from your home and you are also covered under the **Buildings** or **Household contents** section, then we will cover your claim under this cover section and not under the **Buildings** or **Household contents** section.

This is additional cover, and applies if the limited cover is not enough to replace your keys, locks or remote controls.

The limit for this cover is in addition to the limit provided under the heading **We also cover you for**.

THIRD PARTY ONLY

What we cover you for

Third party only

You are NOT covered for accidental loss or damage to the insured vehicle. Only the vehicle or property of the third party is covered for the loss or damage caused by the insured vehicle.

Example

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

Pleasure-craft

HEREFORD
RISK MANAGEMENT

KEY TERMS TO UNDERSTAND

Total loss	Total loss means the pleasure-craft was stolen and not found, or so badly damaged that it is unsafe or uneconomical for us to repair (a write-off).

Pleasure-craft – full definition

The pleasure-craft as shown in your policy schedule. For example, sailboats, ski boats, rubber ducks, wetbikes or jets skis, motorboats, and catamarans or yachts. A pleasure-craft has a total length of less than 10.5 metres. The definition of pleasure-craft includes everything that would normally be sold with the pleasure-craft if it changed hands, including the following:

- The hull, including all fitted machinery.
- Inboard motors and outboard motors that are specified and shown in your policy schedule.
- Accessories that are specified and shown in your policy schedule.

The definition does not include the following:

- House boats.
- Pleasure-crafts constructed of ferro-concrete.
- Any pleasure-craft used solely as a lifeboat.
- A road-going registered trailer of the pleasure-craft. If you want the trailer covered, it must be insured under the **Motor** cover section of this policy.

CONDITIONS OF USE

How you may use your pleasure-craft

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

- **Private use**

  You may use your pleasure-craft only for private use (social, domestic and pleasure), as well as emergency tow-and-assist.

- **Tow-and-assist**

  You may use your pleasure-craft to lend emergency assistance to other pleasure-craft in distress. Your pleasure-craft may also be towed when in distress.

Where we cover your pleasure-craft

- We will cover your pleasure-craft within the coastal and inland waters of South Africa, Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, eSwatini, Tanzania, Uganda, Zambia and Zimbabwe. If we agree, we will extend the territorial limits of our cover and we may impose new terms and conditions.
  - Coastal waters are within 10 nautical miles offshore, or within any offshore limitations as defined by the local regulations or other laws governing the operation of pleasure-craft in the area in which you use your pleasure-craft.
- We cover loss or damage to your pleasure-craft whilst it is:
  - Afloat at sea, in ports and rivers or on inland waters including docking, undocking, launching and hauling out.
  - Being towed, or while it is towing another pleasure-craft in distress.
  - Being loaded onto a trailer, or unloading off a trailer.
  - Ashore, including dry-docking and at the premises of contractors for the purpose of overhauling, fitting out, upkeeping, repairing or surveying.

WHAT WE COVER

STANDARD COVER

Loss or damage

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

Liability to third parties

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

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

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

The maximum amount that we will pay is the limit of liability stated in your policy schedule.

Other people using your pleasure-craft

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

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

The maximum amount that we will pay is the limit of liability stated in your policy schedule.

Waterskier's liability

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

HOW MUCH WE COVER

How we handle claims in neighbouring countries (Repatriation)

- if you have a valid claim, we may decide either to have the pleasure-craft repaired in the country concerned, or have you bring it back to South Africa for repairs.
- we will not pay for the following:
    - theft of parts or accessories while the pleasure-craft is left unguarded at the scene of an accident
    - more than the amount in your policy schedule for towing costs and bringing the damaged pleasure-craft back to South Africa
    - any government-imposed duties, customs, charges or stamps
    - if the pleasure-craft is a write-off and you do not bring it back to South Africa, we will deduct the value of the salvage from your pay-out. The value of the salvage will be the amount we would have received for it in South Africa. You will remain the owner of the salvage and be responsible for complying with any local government requirements.

WE ALSO COVER YOU FOR

In addition to the standard cover outlined in the preceding pages, you are also covered for the following, subject to the relevant conditions and limits stated in your policy schedule:

Cost of importing parts

If a part needed for the repair of your pleasure-craft is not available in South Africa as a standard (ready-made) part, we will pay for the cost of importing the replacement part including express delivery fees. **Note:** The cost of the actual part is covered as part of your claim – this benefit only covers the cost to import the part.

Damage due to vermin or animals

We will cover damage caused by vermin or domestic or wild animals. Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers. Vermin include moths, rodents, termites, parasitic worms or any other animal or insect classified as invasive species.

Delivery after repairs

We will pay for the cost of delivering your pleasure-craft to your home address, or place of storage, after repairs following a valid claim.

Emergency accommodation

If you cannot continue your journey with the pleasure-craft because it was stolen, damaged or it broke down, we will cover the costs of emergency accommodation for you and your passengers up to the maximum number of days as shown in your policy schedule.

Emergency and salvage expenses

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

Emergency repairs

If your pleasure-craft needs emergency repairs to allow you to continue with your journey, or to prevent or reduce loss or damage, you may arrange the repairs. The following conditions apply:

- The reason for the repair must be because of loss or damage which would be covered under this policy.
- If the cost for the emergency repairs is more than the limit, you must first ask our permission before the repairs are done.
- You must give us a detailed invoice as part of your claim.

Keys, locks and remote controls

We will cover the costs for the following:

- Replacing stolen or damaged keys, remote control units and locks of your pleasure-craft.
- Replacing keys and remote control units of your pleasure-craft if you suspect that an unauthorised person is in possession of duplicates.
- Re-programming of any related pleasure-craft systems, like alarm systems.

Locating and assessing

If your pleasure-craft was stranded, in a collision or if it sank, we will pay the cost to:

- Locate the pleasure-craft.
- Inspect the hull, even if no damage is found.

Medical benefit

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

Transit cover

We will cover your pleasure-craft for loss or damage while it is being transported by sea, road, railway or air. This cover includes damage during the loading and unloading of the pleasure-craft. Any vehicle used to transport or tow your pleasure-craft by road must be designed for the towing and transporting of a pleasure-craft.

Trauma counselling

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

This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

Tow-and-assist

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

Towing and storage

If your pleasure-craft needs to be towed away, we will cover the cost of the towing to and storage at the nearest repairer, in addition to the claim amount. The following conditions apply to this benefit:

- **Within South Africa – with our permission:** If you call us and we arrange for your pleasure-craft to be towed, we will cover the full cost of towing and storage.
- **Within South Africa – without our permission:** If you arranged the towing yourself, without calling us first, the cost of towing and storage, as well as the cost of recovering the wreckage of your pleasure-craft before towing, will be limited to the amount shown in the policy schedule.
- **Outside South Africa:** We will cover the cost of towing and storage up to the limit shown in the policy schedule on the following conditions:
    - The towing must be inside the coastal waters of one of the countries covered under this section.
    - For more detail, please refer to **How we handle claims in neighbouring countries** in the **How much we cover** section for more detail.
- We will not cover any costs if we end up rejecting the claim after our assessment. If we have already paid for the cost of towing and storage, you must pay back the amount that we have paid.

ADDITIONAL COVER YOU CAN CHOOSE

Paying off your pleasure-craft

If your pleasure-craft is a write-off and you are still paying it off, we will settle the amount still outstanding up to the percentage of the sum insured stated in your policy schedule. The amount paid out is calculated as if your credit agreement was an instalment agreement paid in equal instalments over a number of years plus the residual/balloon amount.

It does not include:

- any arrear instalments or rentals (payments you may have missed as part of your credit agreement), or any interest still owing on them
- any premium refunds or recoveries from any insurance policy.

PAYING OUT AFTER A CLAIM

The full claims process and steps to follow are explained in the **Claiming under this policy** section under the **Understanding your policy** section. Detailed here are extra conditions that specifically apply to your **Pleasure-craft** cover section.

Total loss claims

- **Pleasure-craft less than five years old**

  If your pleasure-craft is less than five years old, we will either pay you the purchase price of a new pleasure-craft of the same or closest equivalent model, or replace it with a new pleasure-craft of the same or closest equivalent model.

  - If the same make and model is not available on the local new pleasure-craft market, we may pay the list price of a similar pleasure-craft or the sum insured, whichever is the lesser amount.
  - If your pleasure-craft's sum insured is less than the purchase price of a new pleasure-craft, it means that you are underinsured, and we will only settle your claim up to the sum insured as shown in your policy schedule.

- **Pleasure-craft older than five years**

  If your pleasure-craft is more than five years old, we will pay out the market value which will be determined by obtaining quotations from two qualified pleasure-craft dealers. If your pleasure-craft's sum insured is less than the market value, it means that you are underinsured, and we will only settle your claim up to the sum insured as shown in your policy schedule.

- **Accessories**

  The amount we pay for a total loss claim will include the value of any accessories shown in your policy schedule which were lost in the same event.

- **If your pleasure-craft is financed**

  If your pleasure-craft is still financed, remember that we will first pay the financial institution as explained in the **Understanding your policy** section.

- **Total loss after initial damage**

  If your pleasure-craft is damaged in an incident, and before you have the damage repaired your pleasure-craft is damaged beyond economical repair in a subsequent incident, we will settle your claim as a total loss only. We will not cover the unrepaired damage sustained in the first incident.

- **Cover ends after a total loss**

  Cover for your pleasure-craft ends if it is stolen and not recovered, or if our claims decision is to treat it as a writeoff. If your pleasure-craft is written off, it becomes our property.

If the pleasure-craft is damaged and can be repaired

- We will pay the reasonable costs of repair or replacement of parts of the pleasure-craft.
- We will not be expected to achieve an exact restoration, repair or replacement. For example, we will not match any glitter or decorative finishes.
- We will repair the pleasure-craft as close to the original specification as possible.
- If parts are not available, then we are not responsible for any additional costs caused by a delay in the repair of your pleasure-craft.

Sails, protective covers, motors and batteries

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

- The market value is the amount for which an item could be replaced immediately before the time of loss, with one considered the same as the item that was lost or damaged.
- We will use quotations from two qualified pleasure-craft dealers to determine the market value.

Proof of ownership

You must give us reasonable proof of ownership and proof of value of the pleasure-craft and any accessories, whenever we ask for it.

How we handle claims in neighbouring countries

If you have a valid claim, we may decide either to have the pleasure-craft repaired in the country concerned, or have you bring it back to South Africa for repairs.

- We will not pay:
  - For theft of parts or accessories while the pleasure-craft is left unguarded at the scene of an accident, unless it is out of your control.
  - More than the limit shown in your policy schedule under the included **How we handle claims in neighbouring countries (repatriation)** cover.
  - For any government-imposed duties, customs, charges or stamps.
- If the pleasure-craft is a write-off and you do not bring it back to South Africa, we will deduct the value of the salvage from your pay-out. The value of the salvage will be the amount we would have received for it in South Africa. You will remain the owner of the salvage and will be responsible for complying with any local government requirements. This means that the **Salvage belongs to us after a claim** condition in the **Understanding your policy**, **Claiming under this policy** section does not apply in this instance.

WHAT IS NOT COVERED

We do not cover any claims for loss, damage or liability directly caused by, or related to, any of these exclusions. You must read these exclusions together with the **General exclusions** in the **Understanding your policy** section to make sure you understand exactly what is not covered. These are not all the instances where we do not provide cover.

Alcohol, drugs and skipper behaviour

There is no cover where the person operating the pleasure-craft:

- Does not have a valid South African skipper's licence (if required for the type of pleasure-craft).
- Exceeds the maximum design speed of the pleasure-craft.
- Is under the influence of alcohol.
- Is under the influence of drugs or medication, unless it is prescribed by a doctor and is taken in the correct dosage.
- Exposes the pleasure-craft to situations that clearly have a high risk of loss or damage.

For example: Performing dangerous manoeuvres or launching the pleasure-craft while under the influence of alcohol.

Blockage of cooling systems

We do not cover loss or damage to motors as a direct result of blockage of the water intake or cooling system.

Leaving the pleasure-craft unattended

There is no cover if the pleasure-craft is unattended and left moored or anchored off an exposed beach or shoreline, resulting in it being stranded, sunk, swamped or going adrift.

Liability to third parties

There is no legal liability cover in the following instances:

- **Accidental death or bodily injury**

  You are not covered for legal liability in the event of accidental death or bodily injury to any of the following people:

- A fare-paying passenger.
- Family members or people insured under this policy, whether they live with you or not.
- A person in your employ.
- Any person being conveyed on or inside your pleasure-craft while it is transported over land, sea or air.

- **Loss or damage to property**

  You are not covered for legal liability for loss or damage to the following kinds of property:

  - Property belonging to you, leased, hired or borrowed by you, or in your care, custody or control, or that of anyone acting on your behalf.
  - Property conveyed or about to be conveyed in or on the pleasure-craft, except for property belonging to passengers and water-skiers.

- **Pleasure-craft towed by your pleasure-craft**

  No liability cover for loss or damage to a pleasure-craft which does not belong to you, while it is being towed by your pleasure-craft, other than if the pleasure-craft is in distress.

- **Transport by road**

  No liability cover while the pleasure-craft is being transported by road.

- **Costs or expenses due to advice or treatment**

  No liability cover resulting from advice or treatment, other than first-aid treatment, which was given or administered by you or any person acting on your behalf, while using the pleasure-craft.

Motors accidentally immersed

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

Non-seaworthy pleasure-craft

There is no cover for loss or damage caused directly because your pleasure-craft is not seaworthy or has not been maintained according to the seaworthy requirements of the Merchant Shipping Regulations of 2007 (as amended from time to time), issued by the South African Maritime Safety Authority. This applies regardless of where you use the pleasure-craft.

Pollution or contamination

There is no cover for liability, loss or damage caused by or related in any way to pollution or contamination, unless it happens suddenly, accidentally and unexpectedly. There is also no cover for the cost of removing, nullifying or cleaning up, seeping, polluting or contaminating substances, unless it happens suddenly, accidentally and unexpectedly.

Pollution or contamination means the discharge, release, dispersal, seepage or escape of any solid, liquid, gas, contaminant or pollutant. For example: humidity, fumes, smoke, soot, chemicals, acids or waste.

Sails and protective covers

There is no cover for loss or damage to sails and protective covers that are torn by wind or blown away whilst set, unless caused by:

- Damage to the spars (poles) to which the sails are rigged.
- The pleasure-craft being stranded or sunk.

Superficial damage

There is no cover for superficial damage such as scratching, bruising or denting.

Theft or attempted theft

There is no cover for theft or attempted theft of fixtures, fittings, equipment and outboard motors of the pleasure-craft unless there are visible signs of force.

Unsecured outboard motors

We do not cover loss or damage to outboard motors that fall overboard because they are not securely chained or bolted to the pleasure-craft.

Uses of your pleasure-craft

We do not cover your pleasure-craft while it is used for any of the following:

- Racing of any kind.
- Speed trials, other tests or contests of any type.
- Competitions, including regattas.
- Commercial purposes, such as for a business, trade or profession.
- Hiring it out for any purpose.
- Carrying passengers for reward.
- Towing or salvage services under contract.

YOUR SPECIFIC RESPONSIBILITIES

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

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

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

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

A valid skipper's or driver's licence

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

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

Tender boat must be marked

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

EnRoute – Personal Accident

HEREFORD
RISK MANAGEMENT

KEY TERMS TO UNDERSTAND

Accident	An accident refers to either of the following: • A **vehicle accident** involving your insured vehicle which happened unexpectedly and unintentionally at an identifiable time and place, and results in death or bodily injury. • The actual or attempted **hijacking** of the insured vehicle or motorcycle by means of violence or the threat of violence, which results in death or bodily injury.
Bodily injury	Physical injury to a person's body caused by accidental, external and visible means. This includes injury caused by starvation, thirst and exposure to the elements. Bodily injury includes an illness that was caused solely and directly by medical or surgical treatment following accidental bodily injury. This does not include any pre-existing illness, medical condition, disability or injury that existed at any time before the cover start date.
Insured persons	• The driver of your vehicle and the passengers. We will only cover the number of occupants that your vehicle is licensed to carry, up to a maximum of ten occupants, including the driver. • The rider of your motorcycle and one passenger.
Medical practitioner	A person who is legally licensed and qualified to practise medicine and surgery as required by the laws of the Republic of South Africa. This person may not be the policyholder, an insured person or any member of their family.
Your vehicle	Any vehicle insured under the **Motor** section of this policy at the time of the accident, and for which a valid claim has been accepted by us.

CONDITIONS FOR COVER

- **Age limit:** An insured person must be six months or older, but not older than 80 years at the date of an accident.
- **Period of insurance:** We cover accidents which happen during the period of insurance.
- **Time limit:** We only cover the death, disability or bodily injury of an insured person if it happens within 24 months from the date of the accident.
- **Territorial limits:** We cover an insured person if they are in a motor vehicle accident in South Africa, Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, eSwatini, Tanzania, Uganda, Zambia and Zimbabwe.

PAYING OUT AFTER A CLAIM

How much we pay

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

- death – as stated in your policy schedule.
- medical expenses – up to the limit as stated in your policy schedule.
- permanent disability – as shown in the disability table.
- temporary disability – the weekly benefit as stated in your policy schedule.

Certain pay-outs are limited

Under the following circumstances, we pay less than the benefits stated in the Schedule:

Death

- for children 6 months and older, but younger than 6 years of age, we pay up to the limit stated in your policy schedule.
- for children 6 years and older, but younger than 14 years of age, we pay up to the limit stated in your policy schedule.

Temporary disability

- for unemployed persons, we will pay up to the limit stated in your policy schedule
- the following categories of people do not qualify for temporary-disability benefit:
    - children under 15 years of age
    - students who are not full-time employees
- for the weekly temporary-disability benefit, the maximum we will pay is the limit stated in your policy schedule.

Death following permanent disability

If death follows after we have already paid out for permanent disability, we do not pay more than the limit stated in your policy schedule.

Example

If your death limit is R150 000 and you die after we have already paid out R100 000 for permanent disability, we will pay out an additional R50 000. If, however, you received R150 000 for permanent disability, then no further pay-out will be made when you die.

Temporary-disability and medical expenses are extra

The payment of medical expenses and temporary-disability benefits are always in addition to any pay-out you receive for any death or permanent disability benefits.

Temporary-disability payments stop when injury has healed

When it is reasonably clear that your injury has healed, we stop paying your temporary-disability benefits, even if you remain permanently disabled afterwards.

Disability affects pay-out

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

You can claim under only one EnRoute policy

If you should have more than one EnRoute policy, we will pay out on the policy with the highest benefits.

Who we pay

We pay directly to the person who is injured, whether it's you or a passenger. If we cannot because of death, then we pay the person's legal representative or their estate.

Disability Table	
Nature of the injury causing disability	% of amount shown in your policy schedule
Complete and irreversible loss of:	
• Speech	100%
• Hearing in both ears	100%
• Hearing in one ear	25%

Nature of the injury causing disability	% of amount shown in your policy schedule
• Sight in both eyes	100%
• Sight in one eye	50%
Total and permanent physical separation, or loss of function of:	
• One arm or both arms	100%
• One leg or both legs	100%
• One arm and one leg	100%
• Both hands or both feet	100%
• One hand or one foot	50%
• One hand and one foot	100%
• Four fingers of either hand	70%
• Thumb of either hand	30%
• Any other finger of either hand	5%
• All toes on one foot	30%
• Great toe of either foot	10%
• Any other toe	2%

WHAT WE COVER YOU FOR

Bodily injury

We cover you for bodily injury sustained within the territorial limits that result in:

- death within 24 months
- temporary inability to attend to your normal occupation for a maximum of 52 weeks
- permanent disability within 24 months
- permanent disability for any suitable occupation within 24 months.

We will also pay for actual medical expenses and emergency travel costs incurred as a result of the bodily injury, for up to 24 months.

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

Disappearance

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

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

Exposure

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

Trauma counselling

We will pay the benefit stated in your policy schedule if you require professional counselling as a result of a violent act of theft, hold-up, hijacking or unlawful assault following an accident involving your vehicle.

This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

ADDITIONAL COVER YOU CAN CHOOSE

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

Road Cover is a value added service and is not underwritten by The Hollard Insurance Company Ltd. All claims should be submitted directly to Road Cover.

RoadCover

This cover is not provided by us but by an outside organisation.

How it Works

- RoadCover is a service that manages your claim with the RAF from start to finish.
- RoadCover offers its members full compensation by the RAF should they be involved in a road accident, at NO cost to themselves.

Assistance with claiming from the Road Accident Fund (RAF)

If you have requested this cover you will be provided with full details of the services you can expect and all enquiries should be made via the RoadCover telephone 0860 726 837 (0860 RCOVER). You may also consult their website **http://www.roadcover.co.za** where the services are set out in detail.

We give some brief details below. Consult the website now to acquaint yourself with the details of the services.

If you are injured in a road accident as a result of another driver's negligence you will be assisted to claim against the RAF. This free service will include:

- legal representation
- administration and management of your claim
- up to 8 medico-legal reports from RoadCover medical experts when required by the RAF
- actuarial reports
- accident reconstruction.

Any pay-out from the RAF will be paid to you without any deductions.

Who is entitled to claim?

- any individual that has been injured as a result of a negligent driver
- the dependent of a deceased victim
- a close relative of the deceased in respect of funeral expenses
- a claimant under the age of 18 who must be assisted by a parent or legal guardian.

What can you claim for?

- past and future hospital and medical expenses
- past and future loss of income or earnings
- past and future loss of support for the dependent of a deceased or disabled victim
- general damages for pain, suffering and disfigurement in the case of bodily injury
- necessary funeral expenses.

WHAT IS NOT COVERED

The exclusions shown in the **Understanding your policy** section do not apply to the benefits payable under your **En route** optional benefit. We will not pay a claim for any of the following:

Insured person's actions cause death or disability

There is no cover if an insured person's death or disability is directly or indirectly caused by any of the following:

- **Criminal activities**
  An insured person's participation in any criminal activity.
- **Dangerous activities**
  If an insured person participates in any of the following:
  - Any kind of racing, speed tests or endurance tests.
  - Hang gliding, micro-lighting or parachuting.
- **Irresponsible actions**
  If an insured person does any of the following:
  - Deliberately or recklessly exposes themselves to the risks and events that led to the claim, except where an insured person attempts to save a human life.
  - Attempts or commits suicide or deliberately inflicts injury on themselves.
  - Refuses to seek and follow reasonable medical advice or treatment.
  - Drives while under the influence of alcohol, or where the alcohol content in an insured person's body exceeds the legal limit.
  - Takes poison or is under the influence of drugs or medication, unless the medication was prescribed by a medical practitioner and taken in the correct dosage.
- **Military or police activities**
  If an insured person is in active service with the defence force, police services or correctional services.
- **Warlike activities**
  Nuclear, biological and chemical warfare or sabotage, or if an insured person actively takes part in any of the following:
  - War, invasion, rebellion, revolution, uprising, riot, civil commotion, strike, or the seizing of power.
  - Labour disturbance, including a riot, commotion or other form of public disorder in the workplace.

Not because of an accident

We do not cover death, disability or bodily injury which is not a direct result of a motor vehicle accident but is instead related to a physical disability, illness or any communicable disease.

Pre-existing conditions

There is no cover for death, disability or bodily injury that was caused by an illness, medical condition, disability or injury that existed at any time before the cover start date. This exclusion does not apply to an illness that was caused solely and directly by medical or surgical treatment following accidental bodily injury.

Psychiatric conditions

We do not cover death, disability or bodily injury that was caused by stress, stress-related symptoms, psychosis, neurosis, or diagnosed psychiatric or nervous disorders.

Trade and economic sanctions

If an insured person is subject to trade and economic sanctions, we cannot provide cover if it means we would not comply with such trade or economic sanctions.

YOUR SPECIFIC RESPONSIBILITIES

Agree to regular medical examinations

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

Notify us of any death, disability or bodily injury within four months

If any person dies in an accident, you must notify us within four months. We may insist on a post-mortem examination.

Prove a valid claim to get a pay-out

To qualify for a pay-out under this section, you need to first prove that you have a valid claim under the **Motor** section and have complied with all the terms and conditions.

Seek immediate medical treatment

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

Tell us of important changes

You must tell us immediately of any changes to the information you provided when your policy started.

Sasria – Material Damage

HEREFORD
RISK MANAGEMENT

Material Damage Policy 2026

Sasria provides non-life insurance cover against special risks that the broader insurance industry does not cover. This document is the legal and official version of your Sasria policy wording. The laws of South Africa govern this policy.

Your Sasria policy and the underlying policy.

There must be an underlying policy in force before Sasria cover can be issued. The Sasria cover attaches to terms, conditions, exceptions, exclusions and warranties of the underlying policy. If you choose to only take out Sasria cover, there must be a pro forma underlying policy issued by an authorised Sasria Agent for Sasria to attach to. Sasria's cover only applies to the basic cover of the underlying policy. It does not automatically apply to any additional perils and extensions, deductibles, benefits and incentives included in the underlying policy, whether optional or not.

Operative Clause

Subject to the terms, conditions, provisions and limitations contained in this Policy, the Limit of Indemnity applicable to the Insured, and conditional upon the Insured paying the required Premium in accordance with the conditions set out in this Policy, Sasria agrees to indemnify the Insured on the basis set out in this Policy for Loss or Damage directly caused by the Defined Events during the Period of Insurance.

Sasria SOC Limited
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Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

01

Definitions and Interpretations

The following definitions are applicable to this Policy:

Term	Meaning
Abandoned Buildings	Buildings that have been unoccupied by the Insured for a period of at least 30 (thirty) consecutive days with the intention, when viewed from the perspective of the reasonable person, to abandon same and not return to the building. Where an Insured has not given notice to Sasria of its intention to be away from a building for a period of longer than 30 (thirty) consecutive days, it will be deemed to be an Abandoned Building.
Average	A condition in terms of which Sasria is entitled to proportionally reduce the amount of an indemnifiable claim where the value at risk of an Insured Property at the Risk Address exceeds the Sum Insured, and the Insured is therefore underinsured. The proportional reduction Sasria is entitled to apply to the claim amount is the equivalent of the percentage by which the value at risk at the time of inception exceeds the Sum Insured.
Civil Commotion	Large-scale unlawful and disorderly violence and outbreak of lawlessness of a degree greater than a Riot by an assembly of members of the public with an objectively determined common purpose, causing Loss or Damage to Insured Property. Where an act(s) does not meet the requirements of a Riot, then such an act(s) cannot constitute a Civil Commotion. Civil Commotion would include, for example, but is not limited to, the Civil Commotion experienced in July 2021 in inter alia KwaZulu-Natal. A Civil Commotion does not include the commission or attempted commission of Criminal Activity except where the commission of or attempted commission of such Criminal Activity meets the requirements of the definition for Civil Commotion as set out above.
Companies Act	The Companies Act 71 of 2008 (as amended from time to time).
Computer System	Any computer, hardware, software, communication system, electronic device (including but not limited to a smartphone, laptop, tablet, wearable device), server, cloud infrastructure or any similar system or any configuration of the above, including any associated input, output, data storage device, networking equipment or back up facility.

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Consequential Loss	Loss or Damage that is not directly caused by a Defined Event, but which is an indirect consequence or indirect result of the Defined Event.
Criminal Activity	An act (or any attempt thereat) by a person or group of people that constitutes a common law or statutory crime and does not meet the requirements of the Defined Events of this Policy.
Cyber Attack	An act in terms of which a Computer System is used to access, obtain, disrupt, deny, degrade, manipulate or destroy any information, whether in any other Computer System or not.
Damage	Physical and visible loss, harm or physical destruction.
Exclusions	Specified events or happenings as expressly listed in this Policy under the heading "Exclusions" in terms of which Sasria will not provide cover to the Insured.
Extensions	Additional cover only as set out in this Policy, in addition to the Basis of Settlement, that have been expressly selected and paid for by the Insured, and which are expressly stated on the Schedule to be included.
Financier	A financial institution expressly noted on the Schedule that has entered into a financing arrangement with the Insured for purposes of financing the Insured Property (either wholly or in part) and therefore has an interest in the Insured Property.
Government	The Government of the Republic of South Africa, and the various branches and levels, including national, provincial and local government bodies, as well as Tribal Authorities.
Hijacked Buildings	Buildings that have been unoccupied by the Insured for a period of more than 30 (thirty) consecutive days and which are illegally occupied by individuals or groups of individuals.
Holding Company	A juristic entity incorporated in accordance with the Companies Act that controls a subsidiary as a result of the circumstances contemplated in section 2(2)(a) or 3(1)(a) of the Companies Act.
Imminent Damage	Loss or Damage directly caused by a Defined Event which is reasonably certain, impending, at hand, close, near, approaching, forthcoming, and about to occur with a degree of imminence and immediacy that necessitates protection, even where such Loss or Damage has not yet occurred.
Insured(s)	The Insured as named on the Schedule, subject to the provisions of the Insured Clause below on page number 9
Insured Property	The property of the Insured as stated and specified on the Schedule and covered under this Material Damage Policy.

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Labour Disturbance	A disturbance of the public peace, occurring openly or which is clearly observable, in disobedience or defiance of any authority which leads to Loss or Damage and which occurs for the purpose of remedying a grievance or resolving a dispute in respect of any matter between employers and employees.
Land Invasion	The illegal occupation of land by one or more persons with the intention of erecting dwellings or establishing a settlement on that land.
Lawful Authority	An authority lawfully established in terms of legislation.
Limit of Indemnity	The annual aggregate monetary limitation applicable to the Insured for the Period of Insurance for all Material Damage classes of business of Sasria cover collectively, as reflected on the Schedule.
Lockout	The exclusion of employees by the employer from the employer's workplace for the purpose of compelling the employees to accept a demand in respect of any matter between the employer and employees.
Looting	The stealing of stock, goods and other movable property only to the extent that such stealing takes place during a Riot, Strike, Civil Commotion or Public Disorder as covered by this Policy. This does not include stealing or theft or any Criminal Activity that takes place other than during a Defined Event covered in this policy.
Loss	A loss (whether physical or financial) suffered as a direct result of the Defined Event insured under this Policy.
Malicious Damage	The act of unlawfully and intentionally causing Damage to another's property.
Machinery Breakdown	Any unexpected Damage to plant, equipment or machines occurring while at work, rest or during maintenance, caused by faults in material, design, construction, use, or human error which leads to a cessation of work, and requiring repair or replacement before normal work can be resumed.
Market Value	The price the Insured Property at the Risk Address would achieve in the market as at the date of Loss or Damage.
Nuclear Event	An incident or accident involving: • Ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel; • nuclear material, nuclear fission or fusion, nuclear radiation; • nuclear explosives or any nuclear weapon; or • nuclear waste in whatever form.
Period of Insurance	The time period for which the Insured is covered under this Policy as reflected on the Schedule.
Policy	The Policy Wording (this document) read together with the Schedule and the Risk Information, all of which form the Policy concluded between Sasria and the Insured.

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Policyholder Protection Rules	The Policyholder Protection Rules promulgated under the Short-term Insurance Act 53 of 1998, as amended from time to time.
POPIA	The Protection of Personal Information Act 4 of 2013, as amended from time to time.
Premium	The amount, as reflected on the Schedule payable by the Insured in exchange for the indemnity afforded in terms of this Policy. Premium is VAT inclusive.
Prevention of Access	The act of intentionally blocking, hindering or denying access to a person or thing.
Public Disorder	Large scale unlawful violence perpetrated by a group of people acting with a common purpose, which is of a greater degree than a Riot or 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. Labour Disturbances and/or Lockouts may constitute Public Disorder where they involve large scale unlawful violence perpetrated by a group of people acting with an objectively determined common purpose, and there is a serious risk to public safety as a result thereof. If an act(s) does not meet the requirements of a Riot or Civil Commotion, then such an act(s) cannot constitute Public Disorder. No Criminal Activity will be considered to constitute Public Disorder unless the above requirements are met.
Reasonable Measures	Steps, precautions, measures, actions or conduct reasonably taken or which could be reasonably expected to be taken by the Insured or a reasonable person in the position of the Insured in relation to the Insured Property at the Risk Address, commensurate to the Defined Event, in an effort to prevent, mitigate or reduce Damage or Loss or reasonably foreseeable Damage or Loss.
Reinstatement Conditions	The conditions regarding the restoration or reinstatement of the Insured Property at the Risk Address following a Defined Event as expressly set out in this Policy.
Riot	Viewed from the perspective of the ordinary and reasonable person, a Riot is the unlawful and disorderly disturbance of the public peace by an assembly of three or more persons acting together in the execution of an objectively determined common purpose which leads to tumult, strife, disorder or violence or threats of violence, and physical Loss or Damage. Criminal Activity will not be considered to constitute a Riot unless the above requirements are met.
Risk Address	The physical address(es) as stated on the Schedule where Insured Property is located.

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Risk Information	Information and/or documents submitted to Sasria, Sasria's Agent or an Insurer by the Insured (or any party on behalf of the Insured) in respect of the risk to be covered by this Policy, whether at inception of this Policy or during the period of this Policy such as (but not limited to) values at risk, sum insured calculations, claims histories and company information.
Sasria	Sasria SOC Limited with registration number 1979/000287/30.
Sasria Agent	A licensed insurer or authorised financial services provider, as identified on the Schedule, authorised by Sasria to act as its agent in terms of this Policy.
Schedule	A document which sets out the Sums Insured, Risk Addresses, Premium, Limit of Indemnity and other details applicable to the insured, and which forms part of this Policy concluded between the Insured and Sasria.
Security Costs	The reasonable and commensurate costs actually incurred (as a Reasonable Measure, as defined) by the Insured in employing security services of a registered security services provider in accordance with the Private Security Industry Regulation Act 56 of 2001 (as amended from time to time or any succeeding statute) for the purpose of protecting the Insured Property at the Risk Address.
Social and Economic Change	A change with a far-reaching social and macro-economic impact at a public level beyond only two private parties or associations of any form, with intended significant transformations of structures related to a society's macro-economic position and/or social position. A change of a public or systemic character affecting governmental authority, public policy, societal structures or economic systems. It does not include acts motivated primarily by personal gain or private commercial advantage, nor change limited to a private relationship, transaction or dispute.
State	A territory that is recognised as a political territory and country under a government. This does not include Government as defined above.
Stock	Products or goods (whether completed or in production) of the Insured intended for distribution and sale that are kept at the Risk Address.
Strike	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, in accordance with the definition in the Labour Relations Act 66 of 1995, as amended from time to time.

Subsidiary	A juristic entity incorporated in accordance with the Companies Act (as amended from time to time or any succeeding statute) that is controlled by a Holding Company as contemplated in section 2(2)(a) or section 3(1)(a) of the Companies Act.
Sum Insured	The total value at risk at inception of the Policy of Insured Property insured under this Policy as reflected on the Schedule, subject to the Limit of Indemnity. The Sum Insured is a VAT inclusive figure. The Sum Insured is representative of the value of the Insured Property as represented by the Insured, and remains subject to the Limit of Indemnity of the compensation available under this Policy.
Territorial Limit	The geographical area to which this Policy applies as detailed in the Policy Wording.
Terrorism	The use of violence or force by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, which is: i) intended to, or by its nature can reasonably be regarded as being intended to: a. threaten the unity and territorial integrity of a State; and b. unduly compel, intimidate, force, coerce, induce or cause a person, a government, the general public or a segment of the public, or a domestic or international organisation, to do or to abstain or refrain from doing any act or to act; and ii) committed, directly or indirectly, in whole or in part, for the purpose of the advancement of an individual or collective political, religious, ideological or philosophical motive, objective, cause or undertaking. An act(s) will only be considered Terrorism for purposes of this Policy where: i) An international organisation such as the United Nations and/or its councils or committees has reported or declared an act to be an act of terrorism or has publicly declared a suspicion of an act of terrorism; ii) The State or a Lawful Authority in South Africa has reported or declared an act to be an act of terrorism in accordance with the Protection of Constitutional Democracy Against Terrorist and Related Activities Act 33 of 2004; iii) It is not otherwise excluded in the inclusions of this Policy.
Tribal Authority	A traditional authority that has been afforded recognition in accordance with the Traditional Leadership and Governance Framework Amendments Act 41 of 2003, as amended from time to time.
VAT	Value Added Tax in accordance with the Value Added Tax Act 89 of 1991, as amended from time to time.

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The following rules of interpretation are applicable to this Policy:

1. The rule of interpretation that this Policy must be interpreted against the party that drafted it (contra proferentem) is not applicable to this Policy.

2. Any term used in the lower case that is defined in the upper case must be interpreted as defined in the definitions above.

3. Where there are any inconsistencies or conflicts between the Policy Wording, the Schedule, the Underwriting Guidelines, or the Risk Information or any other document, same must be interpreted to give effect to each provision, failing which this Policy Wording will take precedence.

4. Words in the singular include the plural and vice-versa.

5. A reference to days means calendar days.

6. Any reference to legislation includes a reference to any amendments to such legislation as applicable from time to time, and any legislation that may repeal and replace such legislation.

02

Defined Events - Material Damage

Sasria will indemnify the Insured for Loss or Damage to the Insured Property during the Period of Insurance that is directly caused by the following Defined Events while the Defined Event is active and operative:

1. 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;

2. Any act which is calculated or directed to bring about Loss or Damage in order to further any political aim, objective or cause, 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;

3. Any Riot, Strike, Public Disorder (including Civil Commotion, Labour Disturbances or Lockouts), or any act which is calculated to bring about a Riot, Strike or Public Disorder;

4. Any attempt to perform any act referred to in 1, 2 or 3 above;

5. The act of any lawfully established authority controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in 1, 2, 3 or 4 above;

6. Looting committed as part of the acts referred to in 1, 2, 3, 4 or 5 above.

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03
The Insured.

Sasria cover is subject to the Limit of Indemnity and operation thereof as set out in this Policy.

Sasria will cover the following as an Insured:

1. A natural person for its own rights and interests in the Insured Property;

2. A municipality as defined and established in terms of the Local Government: Municipal Structures Act 117 of 1998 as and when amended, for its interests in the Insured Property;

3. A Company, and a Holding Company and all of its Subsidiaries on a joint basis for their collective interests in the Insured Property;

4. A Subsidiary of a Holding Company, or an incorporated juristic person (in accordance with and recognised by the Companies Act or other enabling legislation) where it is not already insured jointly with a Holding Company, for its interests in the Insured Property.

Sasria does not issue cover on a joint basis to consortiums, co-owners of property, unincorporated joint ventures, or any other unincorporated juristic entity, juristic person, or association(s) that are not recognised and incorporated, and which are not capable of obtaining separate legal personality with provisions that allow for the separation of assets and liabilities from members or partners of the entity. This is so, irrespective of the interest that such parties may have in any Insured Property. To the extent that such parties require Sasria cover, they will need to be covered in accordance with one of the categories set out above, and not separately as a consortium, co-owners, unincorporated joint venture or any other unincorporated juristic person or association.

Sasria acknowledges that parties that fall within the four Categories set out above may have a joint interest of any nature in Insured Property, which respective interests may be covered under separate Policies issued by Sasria to such parties in accordance with the Categories set out above. The cover available for such Insured Property, regardless of how many respective Insured parties have an interest therein and how many Policies cover the interest in respect of that Insured Property, may never exceed the Sum Insured of that Insured Property or the aggregate Limit of Liability of R500 000 000.00, whichever is the lesser. The R500 000 000.00 aggregate Limit of Liability does not accumulate for an Insured Property that is insured under separate Policies.

Notwithstanding the definition and description of the Insured on the Schedule:

1. Sasria contracts with all insured entities forming part of the Insured on a joint basis and the cover provided by Sasria applies collectively to the insured entities forming part of the Insured.

2. The rights and obligations of the insured entities forming part of the Insured are joint and not several.

3. Any Limit of Indemnity or sub-limit (where applicable) applies once jointly to the insured entities forming part of the Insured and not separately to each such entity.

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04

General Conditions.

The following General Conditions are applicable to this Policy. The Insured must comply with each General Condition in order to be entitled to compensation under this Policy. Any non-compliance or failure by the Insured to comply with any of the below General Conditions entitles Sasria, without prejudice to any other right it may have, to reject any claim.

1. Communications with Sasria

1.1 All communications and correspondence of the Insured pertaining to any aspect of this Policy, including claims communications and any disclosures must be directed to the Sasria Agent or to Sasria directly.

2. Payment of Premium

2.1 The payment of the Premium by the Insured is a **condition precedent** to the indemnity afforded under this Policy.

2.2 The Premium must be **paid in advance**, on or before the date specified on the Schedule, each month or each year (depending on the Period of Insurance) or within a grace period as allowed and communicated to the Insured by the Sasria Agent, up to a maximum of 30 days ("**the Grace Period**").

2.3 If the Insured does not pay the Premium on, before or within the Grace Period, Sasria will not be required to indemnify the Insured for any Loss or Damage and this Policy **will automatically terminate at midnight on the last day of the previous Period of Insurance**.

3. Premium Adjustment

3.1 The Insured shall, after the expiry of each Period of Insurance or, if a monthly Policy, each period of 12 consecutive months from the inception or anniversary date of the Policy, furnish the Sasria Agent with such particulars and information that Sasria may require for the purpose of recalculating or adjusting the premiums for any such Period of Insurance.

4. Amendment(s) and Cancellation(s)

4.1 The Insured may cancel the Policy on 30 days written notice to the Sasria Agent.

4.2 Sasria may cancel the Policy in circumstances where premium has not been paid in accordance with the Payment of Premium condition.

4.3 On any such cancellation as referenced above, provided that there has not been a claim within the Period of Insurance, the Insured is entitled to a return of pro rata amount of Premium for the remainder of the Period of Insurance from the date of cancellation save for the customary short period or minimum premium for the period the policy has been in force.

4.4 In the case of an annual/monthly Policy, Sasria may make amendments to the Policy at renewal or anniversary of the Policy.

5. Claims

5.1 On the happening of any event or occurrence which may result in a claim under this Policy, the Insured must, at its own expense:

5.1.1 **As soon as practicable, but not later than 48 hours**, after the event or occurrence, inform the police and take all practicable steps to discover the guilty party;

5.1.2. Within **30 calendar days of the event or occurrence** give written notice thereof to the Sasria Agent and provide particulars of any other insurance covering such events or occurrences;

5.1.3 **As soon as practicable, but not later than 60 calendar days** (unless otherwise agreed by Sasria) after the event or

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occurrence submit to the Sasria Agent full details (including but not limited to documents, quotations, assessment reports) in writing of a claim that has been notified in accordance with clause 5.1.2 above;

5.1.4 Render all assistance in the identification and physical recovery of such goods if lost or stolen goods or any part thereof are located, provided that reasonable expenses in rendering such assistance will be reimbursed by Sasria. Any such reimbursement is subject to and not in addition to the Limit of Indemnity.

5.2 The Insured must not do anything which prejudices or limits Sasria's right of recovery against any other party.

5.3 The Insured may not make any admission, statement, offer, promise, agreement, undertaking or payment without Sasria's express written consent.

5.4 On the happening of any event or occurrence in terms of which a claim is or may be made under this Policy, Sasria, the Sasria Agent, and any person authorised by Sasria may, without incurring any liability and without diminishing the right of Sasria to rely on any provision of this Policy:

5.4.1 Take, enter or keep possession of any Damaged Insured Property and deal with it in a reasonable manner. The Insured may not abandon any Insured Property to the Insurer, whether taken possession of by the Insurer or not;

5.4.2 Prosecute in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and the settlement of any claim.

5.5 The Insured shall do and permit to be done all such things as may be required by the Insurer for the purpose of enforcing any right to which the Insurer shall be or would become subrogated upon indemnification of the Insured, whether such things shall be required before or after such indemnification.

5.6 In the case of a Total Loss, on indemnification by Sasria, the rights to the salvage of any Insured Property vest in Sasria and Sasria is authorized to dispose of the salvage as it deems fit.

6. Time Limitations

6.1 **No claim will be payable after the expiry of 24 (twenty four) months** (or such further time as Sasria may expressly allow in writing) from the happening of the event or occurrence, unless the claim is the subject of a pending legal process against Sasria.

6.2 Subject to the provisions of the Policyholder Protection Rules (where applicable), where Sasria elects to reject a claim, **the Insured has a time period of 6 (six) months** from the date on which the rejection of the claim is received by the Insured or an authorised agent of the Insured within which to institute a legal process against Sasria claiming payment of the claim, failing which no claim will be payable and Sasria will not have any liability to the Insured in terms of such a claim.

7. Changes to Risk Information

7.1 The Insured must disclose any changes to the Risk Information, including but not limited to changes to the management, ownership or control, any change in the nature of the business carried out or changes in operating conditions or values at risk, to the Sasria Agent in writing as soon as possible, but not later than 10 (ten) days after the Insured became aware of the changes to the Risk Information.

7.2 If the Insured does not disclose changes to the Risk Information as aforesaid then, without prejudice to any other rights it may have, Sasria is entitled to reject any claim.

8. Company Information and Basis of Cover

8.1 The basis of cover in terms of which a Policy will be issued to the Insured is dependent on the Insured's representation of accurate company information, including but not limited to details of holding company, subsidiaries, subsidiaries of subsidiaries.

8.2 If, after inception of a Policy, Sasria becomes aware of or determines that the basis of cover and manner in which a Policy was issued was incorrect and not in accordance with the Insured and basis of cover clause above, the incorrectly issued Policy is, without prejudice to any other rights Sasria may have, voidable at the election of Sasria, irrespective of whether the Insured made a representation or not, or whether any representation was material.

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9. Misrepresentation and non-disclosure

9.1 Sasria is entitled to rely on representations and disclosures of Risk Information and any other information made by the Insured to Sasria or the Sasria Agent pertaining to the risk covered by this Policy at inception or during the currency of this Policy.

9.2 Any material misrepresentation or non-disclosure of any Risk Information by the Insured or any party representing the Insured, whether at inception of the Policy or during the currency of the Policy, to Sasria or the Sasria Agent shall entitle **Sasria to avoid the Policy or any item or section of the Policy affected by such misrepresentation or non-disclosure as from the date of such misrepresentation or non-disclosure**.

9.3 In the alternative and only to the extent that an avoidance of the Policy or any section thereof is not upheld, Sasria may rely on the material misrepresentation or non-disclosure to reject a claim as a result thereof.

10. Reasonable Precautions

10.1 The Insured warrants that it will take **all Reasonable Measures, including but not limited to reasonable steps and precautions to prevent and mitigate any Loss or Damage**, which includes but is not limited to **compliance with and adherence to:**

10. 1.1. **all laws, regulations and standards; and**

10.1.2. **any additional risk mitigation measures prescribed by the Sasria Agent in terms of Material Damage cover or such measures as prescribed in terms of this Policy ("Additional Risk Mitigation Measures").**

10.2 The Insured warrants that it does comply with and adhere to all laws, regulations and standards applicable to the Insured and the Insured Property, as well as Additional Risk Mitigation Measures as defined above.

10.3 Should the Insured fail to take all Reasonable Measures, reasonable steps and/or precautions to prevent and mitigate any Loss or Damage, or fails to comply with or adhere to, in any respect, with laws, regulations and standards and Additional Risk Mitigation measures, Sasria may, without prejudice to any other rights that it may have, reject the claim.

11. Indemnification

11.1 If the Insured has submitted a claim which has been accepted as valid by Sasria, Sasria will indemnify the Insured by, at Sasria's election and within its sole discretion, making payment to the Insured, or by repairing, replacing or reinstating the Insured Property subject to the Basis of Settlement clause, the application of Average, the Sum Insured and the Limit of Indemnity.

12. Limit of Indemnity

12.1 The Limit of Indemnity of the Insured is R500 000 000.00 (five hundred million Rand). The Limit of Indemnity applies in the annual aggregate and is the amount of cover that the Insured has for the annual Period of Insurance. The Limit of Indemnity for the annual Period of Insurance will be reduced by the amount paid in terms of all claims until it is depleted, and will not automatically reinstate after every claim.

12.2 The Limit of Indemnity includes Extensions elected by the Insured which are insurable by Sasria as reflected on the Schedule.

12.3 The Limit of Indemnity applies jointly in terms of the following classes of business: Material damage (Fire, Goods-in-Transit and Marine, Money, and Business interruption) of Sasria cover, and does not apply separately to each such class of business.

12.4. Where the Insured is a Mayor or Councilor and is covered under the Municipality Cover the applicable maximum annual aggregate Limit of Indemnity is R1 500 000.00 (one million five hundred thousand Rand) only and may never exceed this within a period of insurance.

12.5. In addition to the Limit of Indemnity, the Insured may purchase from Sasria up to R500 000 000.00 (five hundred million Rand) cover ("the Excess of Loss Cover") over and above the Limit of Indemnity, which is applicable to Material Damage and Standing Charges cover only.

13. The Sum Insured

13.1 The Sum Insured represents the value at risk of the Insured's interest in the Insured Property, as communicated

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by the Insured at inception and/or renewal of this Policy. The Sum Insured must be adequate and representative of such value at risk of the Insured Property.

13.2 While the Sum Insured as represented may exceed the value of Loss or Damage suffered and may exceed the value of the Limit of Indemnity, the Insured will only ever be entitled to claim the value of the Loss or Damage suffered, subject to the Limit of Indemnity.

14. Application of Average

14.1 Following Loss or Damage, if the value at risk of the Insured Property is greater than the Sum Insured as represented to Sasria or Sasria's Agent in the Risk Information, the Insured will be considered its own insurer for the difference between the value at risk and the Sum Insured, and Sasria is entitled to apply Average (as defined) to any payable claim, in terms of which its liability for any Loss or Damage will be reduced proportionately to the percentage difference between the value of the Insured Property and the Sum Insured.

14.2 In circumstances where an Insured has an interest in the Insured Property together with another party that is covered for its respective interest under a separate Policy (in accordance with the Insured and Basis of Cover clause above), any incorrect or inaccurate representation of a Sum Insured by such other party with an interest in the Insured Property will not have an impact on the Insured where the Insured made a correct and accurate representation of the Sum Insured.

14.3 This Policy is not written on a first loss limit basis and Average, and this General Condition, applies to each and every claim unless otherwise expressly communicated by Sasria.

15. Territorial Limits

15.1 The cover under this Policy is limited to Loss or Damage that occurs within the Territorial Limits which are as follows:

15.1.1 The Republic of South Africa and its territorial waters (up to and including 12 nautical miles from the baseline of the coast); and

15.1.2 Namibia and its territorial waters only for a maximum period of 60 (sixty) consecutive days.

16. Fraud

16.1 All benefits afforded to the Insured in terms of this Policy, whether in terms of a claim or otherwise, will be forfeited and Sasria will not have any liability to the Insured whatsoever, and Sasria may cancel the Policy or any section thereof, in circumstances where:

16.1.1 any claim or part of a claim is in any way fraudulent, or if any fraudulent means or devices have been used by the Insured or any party representing the Insured to obtain any benefit under this Policy;

16.1.2 if an event or occurrence which leads to Loss or Damage claimed for under this Policy was as a result of the intentional conduct of the Insured or any person acting on behalf of the Insured or with the Insured's connivance;

16.1.3 fraudulent information and/or documentation is provided by the Insured or by any other person in substantiation of a claim under this Policy (irrespective of whether the claim itself is fraudulent or not); or

16.1.4. if the quantum of any claim is intentionally exaggerated by the Insured, or by any other person, to any degree (irrespective of whether the claim itself is fraudulent or not).

16.2 Where Sasria elects to cancel the Policy as a result of the above-listed circumstances, **such cancellation will take effect on midnight the day before** any event which gave rise to the claim first occurred.

16.3 Sasria will in these circumstances be entitled to recover from the Insured any payment made to the Insured after that effective date of cancellation, and there will be no obligation

17. No Rights to others

17.1 Only the Insured may claim under this Policy, and any claim will be limited to the extent of the Insured's interest in the Insured Property unless otherwise provided.

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17.2 To the extent that the Insured Property is the subject of a financing arrangement, the extent of that financing arrangement and the interest of a third-party financier must be expressly disclosed to Sasria (or the Sasria agent) and expressly noted on the Schedule.

17.3 This Policy and the benefits thereunder may not be ceded under any circumstances.

18. Applicable law and Dispute Resolution

18.1 This Policy is subject to the laws of the Republic of South Africa.

18.2 Any disputes in terms of this Policy are subject to the jurisdiction of the Gauteng Division of the High Court of South Africa.

05
Basis of Settlement for Material Damage

In the event of Sasria accepting a claim, it will, at its election and in its sole discretion, compensate the Insured for the Loss or Damage in accordance with this clause and subject to the Limit of Indemnity and the Application of Average condition.

Any salvage recoveries or payments recovered or received by the Insured prior to any claim payment by Sasria shall reduce the amount of any claim settlement accordingly.

If the Insured Property is the subject of a financing arrangement and the Financier and it's interest was expressly disclosed and noted on the Schedule, then Sasria will first make payment to the financier in accordance with its remaining interest in the Insured Property, and the balance of any compensation for the Loss or Damage payable by Sasria will then be paid

Sasria will cover the following as an Insured:

Buildings

In the event of Insured Property (other than Stock, documents or as otherwise expressly stated below) being Damaged or Lost, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than the Insured Property when new, provided that:

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured, subject to the liability of Sasria not being thereby increased) must be commenced and carried out with reasonable despatch. Otherwise, no payment, beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein, shall be made.

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2. Until expenditure has been incurred by the Insured in replacing or reinstating the property, Sasria shall 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. If, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement (if the whole of the Insured Property had been damaged) exceeds the insured amount thereon at the commencement of any Damage to such Insured Property by a Defined Event, then the Insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision.

4. These conditions shall be without force or effect, and the amount payable will revert to the reasonable Market Value if:

- The Insured fails to intimate to Sasria within six months of the date of Loss or Damage or such further time as Sasria may, in writing, allow, his intention to replace or reinstate the Insured Property.

- The Insured is unable or unwilling to replace or reinstate the Insured Property on the same or another site.

For purposes of this clause, the Insured Property shall be deemed to have been repaired or reinstated when it has been restored to a condition substantially equivalent to, and fit for, the same operational use immediately prior to the occurrence of the Damage. This requires that all essential structural, mechanical, electrical and safety-related components have been reinstated to a functional and lawful standard, enabling the Insured Property to be used for its intended purpose.

The Insured Property need not be restored to an identical aesthetic condition, nor must non-essential finishes, improvements or enhancements be fully completed, provided that any outstanding work does not materially impair safe, practical or lawful occupation or use of the Insured Property.

Stock

In the event of Loss or Damage to Stock of the Insured, Sasria will, subject to the Limit of Indemnity, pay to the Insured the cost price of Stock immediately prior to the Loss or Damage.

Documents

In the event of Loss or Damage to documents, Sasria will, subject to the Limit of Indemnity, pay to the Insured the costs, charges and expenses incurred by the Insured in replacing or restoring such documents.

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Other Insured Property

In the event of partial Damage where Insured Property is to be restored, Sasria shall, subject to the Limit of Indemnity, pay the cost of restoration of the Insured Property to a condition substantially the same but not better or more extensive than the condition of the Insured Property when new.

Where Insured Property cannot be replaced or reinstated, the amount payable by Sasria will, subject to the Limit of Indemnity be the cost of such item(s) immediately prior to the Loss or Damage ("the replacement value").

Unless otherwise stated in respect of any specific Insured Property above, in the event of Loss or Damage to Insured Property and where Insured Property is capable of replacement with a new item(s) with similar capabilities or functionalities then, at the option of the Insured, such Insured Property shall be valued as follows and the settlement payable for Sasria will, subject to the Limit of Indemnity be based on such valuation:

1. If the Insured Property is to be replaced by an item(s) which has the same or lesser function or capability, then the value thereof shall be the cost of such a new replacement item(s) as would give the same total function or capability as the Insured Property that was Lost or Damaged.

2. If the Insured Property is to be replaced by an item(s) which have a greater function or capability but the cost of such new replacement item(s) is no greater than the replacement value, then no deduction shall be made from the amount payable by Sasria for the improved function or capability.

3. If the Insured Property is to be replaced by an item(s) which have a greater function or capability but the cost of such new replacement item(s) is greater than the replacement value, then a deduction equivalent to the amount by which the cost of such new replacement exceeds the replacement value shall be made from the amount payable by Sasria for the improved function or capability.

06

Extensions (If selected and stated in the schedule to be included)

The below listed extensions are not automatically included in the Policy nor are they automatically applicable to the Insured. They will only apply where the Insured has paid an additional premium for the application of the extension, and where the extension is expressly stated to be included on the Schedule. The Schedule will set out the Sum Insured and relevant sub-limit applicable to each extension, as well as the portion of the total premium that is representative of the cover provided under each selected extension (which will be the equivalent of any such sub-limit for that extension on the underlying policy)

The cover for these extensions, if selected, is subject to and not in addition to or over and above the Limit of Indemnity.

The list of extensions below is not an exhaustive list of extensions that Sasria may, in circumstances and if so requested and agreed to, provide cover for. Where an Insured requires cover for any other extension, it may approach Sasria with

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such a request for additional cover for such an extension together with applicable wording for such an extension. Sasria will then assess the wording and may, in its total discretion, agree to cover the Insured for such an extension in exchange for payment of an additional premium. The cover for any such additional extensions covered by Sasria (at its discretion)

Security Costs

Sasria will pay the Insured the Security Costs reasonably incurred by the Insured in taking Reasonable Measures, commensurate with the Defined Event, to protect the Risk Address or Insured Property at the Risk Address:

- Where there is an active and operative Defined Event but not yet Loss or Damage, but there is Imminent Damage to the Insured Property directly caused by such a Defined Event; and
- During or after Loss or Damage to Insured Property directly caused by a Defined Event.

Claims Preparation Costs

Sasria shall, subject to the Limit of Indemnity, pay to the Insured the reasonable and supportable costs, commensurate with the Defined Event, for the preparation, presentation, substantiation, certification and/or verification of any claim under this Policy.

This extension does not cover the cost of the utilisation by the Insured of external consultants unless prior written approval of Sasria was obtained for such costs to be incurred.

Cost of demolition, clearing and erection and removal of debris

Sasria will, subject to the Limit of Indemnity, pay to the Insured the costs reasonably incurred by the Insured in respect of the

demolition of any buildings, Insured Property, and machinery and/or the removal of debris (including stock debris) and providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following Damage to the Insured Property as covered by this Policy.

Sasria will not pay for any costs:

- Incurred in removing debris except from the site of such Insured Property Damaged and the area immediately adjacent to such site;
- arising from any pollution, spillage or contamination of any property following the Defined Event, save for the removal, nullifying or cleaning-up of pollution, spillage or contamination of the Insured Property directly caused by the Defined Event. This is so irrespective of whether the Insured attracts a duty or liability (under any law) for any removal, nullifying or clean-up costs in this regard.

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Public authorities' requirements

Sasria will, subject to the Limit of Indemnity, pay to the Insured the costs of repairing or rebuilding the Damaged Insured Property incurred by the Insured solely by reason of the necessity to comply with building regulations or standard, or other regulations under or framed in pursuance of any act of parliament or ordinance of any provincial, municipal or other Lawful Authority. This includes the fees charged by a Lawful Authority and incurred by the Insured on the submission of any building plans for the review and scrutiny thereof by a Lawful Authority.

The amount recoverable under this Extension will not include:

- Any cost incurred in complying with any applicable law as aforesaid:
  - In respect of Loss or Damage occurring prior to the granting of the Extension;
  - In respect of Loss or Damage not insured under this Section;
  - Under which notice has been served upon the Insured by a Lawful Authority prior to the happening of the Loss or Damage;
  - In respect of undamaged Insured Property or undamaged portions of Insured Property;
  - The amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the Insured Property or by the owner thereof by reason of compliance with any applicable law as aforesaid.

The work of repairing or rebuilding must be commenced and carried out with reasonable dispatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate), subject to the liability of Sasria under this clause not being thereby increased.

Incompatibility (Electronic Equipment)

Sasria will, subject to the Limit of Indemnity and to Exclusion 15 of this Policy (which pertains to (but is not limited to) Loss of Damage suffered due to Computer Systems and alteration of data), pay to the Insured the costs reasonably incurred by the Insured in respect of:

- modification or alterations to the Insured Property directly consequent upon indemnifiable Loss or Damage to ensure the normal operation of any Computer System;
- replacement or upgrading of any programmes used by the Insured to achieve compatibility with the modified or altered Computer System;
- the restoration of previously captured data which becomes inaccessible solely due to the modifications or alterations to the Computer System or in consequence of the replacement or upgrading of the Computer System.

Rent

Sasria will, subject to the Limit of Indemnity, pay to the Insured the amount of Rent Receivable, defined hereunder in the event of a Risk Address stated on the Schedule, and in terms of which the Insured is contractually entitled to payment of Rent Receivable, in consequence of Loss or Damage directly caused by a Defined Event requiring repairs to the extent that the

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tenant or lessee is unable to inhabit the Risk Address.

Sasria will, subject to the Limit of Indemnity, pay to the Insured the amount of Rent Receivable from the time of the Loss or Damage to the Risk Address, until such a time that the repairs provided for under this Policy have, at the discretion of Sasria, been completed.

Rent Receivable shall mean the actual rent receivable by the Insured at the time of the Defined Event in respect of the Risk Address or on such part of the Risk Address as is let out to a tenant. A Risk Address will be considered to be tenantable such that a tenant or lessee is able to inhabit the Risk Address when the Risk Address has been restored to a condition that allows it to be safely and lawfully occupied for its intended use, with all essential services reasonably required for occupation including structural compliance and the reinstatement of basic utilities to a functional standard. In order for a Risk Address to be tenantable, it does not require full completion of cosmetic finishes, non-essential fixtures or improvement not directly impairing the safe and practical occupation of the Risk Address for its intended purpose.

Architects' and other professional fees

Sasria will, subject to the Limit of Indemnity, pay to the Insured the professional fees (for estimates, plans, specifications, quantities, tender and supervision) reasonably and necessarily incurred in the reinstatement or replacement of the Insured Property following Loss or Damage covered by this Section, but in no case exceeding 15% of the amount payable in respect of such Loss or Damage,

and provided that the total amount recoverable shall not exceed the Sum Insured or the Limit of Indemnity, whichever is the lesser. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

Escalation clause

Subject to the Limit of Indemnity, at the start of each Period of Insurance, the Sum Insured for the Risk Address(es) shall automatically be increased by a percentage specified on the Schedule unless otherwise requested or agreed between the Insured and Sasria.

Capital additions

Subject to the Limit of Indemnity, this Policy covers alterations, additions and improvements (but not appreciation in value in excess of the Sum/s Insured) to Insured Property other than stock and materials in trade for an amount not exceeding 15% of the Sum Insured thereon.

Import and Surcharges

Sasria will, subject to the Limit of Indemnity, pay to the Insured the costs reasonably incurred in terms of any import surcharges levied in terms of customs and excise legislation in respect of Insured Property following Loss or Damage directly caused by a Defined Event.

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Fire Protection System Updating

Sasria will, subject to the Limit of Indemnity pay to the Insured the costs incurred where, following Loss or Damage directly caused by a Defined Event, it is a legal requirement for the Insured to replace or upgrade the automatic fire protection system (including any undamaged portion thereof) with a new or more modern system.

Reinstatement of Data

Sasria will, subject to the Limit of Indemnity, pay to the Insured the costs reasonably incurred by the Insured for the reconstitution or recompilation of data or any programmes recorded on or stored in data-carrying media which is lost as a result of Loss or Damage directly caused by a Defined Event.

This Extension remains subject to Exclusion 16 and Exclusion 24 (Cyber Attacks)

Statutory Duties

Sasria will, subject to the Limit of Indemnity, pay to the Insured the statutory duties and levies paid by the Insured as a direct result of Loss or Damage to the Insured Property directly caused by a Defined Event.

Fire Extinguishing Charges

Sasria will, subject to the Limit of Indemnity, pay to the Insured the reasonable costs incurred by the Insured in respect of the extinguishing or fighting of fire at the Risk Address or Insured Property, provided that the Insured is legally liable for such costs.

Accumulation of Motor Vehicles

Sasria will, subject to the Limit of Indemnity, pay to the Insured the new reinstatement value of all vehicles accumulated at the Risk Addresses covered under this Policy where Loss or Damage to these vehicles is directly caused by a Defined Event at the Risk Address, provided that the following conditions are complied with:

- the vehicles must be parked in accordance with applicable laws, standards and regulations; and
- the Risk Address and vehicles must have compliant fire prevention and protection apparatus in accordance with applicable laws, standards and regulations, including but not limited to the National Building Regulations Part T dealing specifically with Fire Protection in respect of (but not limited to) the following:
    - occupancy classification of inter alia basements, parking garages and other storage facilities;
    - specific fire protection requirements in accordance with the occupancy classification of the Risk Address
    - safety distances within the Risk Address;
    - Fire resistance and stability of structural elements or components;
    - Ventilation;
    - Fire detection and alarm systems;

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- Provision and maintenance of fire-fighting equipment, installations and fire protection systems;

The Insured warrants compliance with the abovementioned conditions. If these conditions are not complied with, Sasria will not have any liability to the Insured in terms of this extension and may, without prejudice to any other rights it may have under this Policy, reject a claim or any portion thereof as a result of such non-compliance.

Goods in the Open

Sasria will, subject to the Limit of Indemnity, pay to the Insured the replacement value of any goods owned by the Insured or within the Insured's custody and control within the perimeter of the Risk Address but not secured within a building at the Risk Address, following Loss or Damage to those goods directly caused by a Defined Event at the Risk Address.

Employees' Personal Effects

Sasria will, subject to the Limit of Indemnity, pay to the Insured the replacement value of any personal effects of an employee of the Insured following Loss or Damage to that personal effect directly caused by a Defined Event at the Risk Address.

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Exclusions

Notwithstanding anything in this Policy to the contrary, Sasria **will not indemnify** the Insured for any of the following:

1. Consequential Loss or Damage of any kind, or any Loss or Damage caused indirectly by any Defined Event.

2. Loss or Damage caused by or as a result of a Lawful Authority confiscating, commandeering or requisitioning Insured Property, whether permanently or temporarily, or any attempt by a Lawful Authority to do so.

3. Loss or Damage, in any way caused or contributed to by an act of Terrorism that uses or threatens to use any nuclear weapon or device, or any chemical or biological agent.

4. Loss or Damage in any way caused or contributed to by war, invasion, act of a foreign enemy, hostilities or any war like operation (whether declared a war or not), civil war, mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or caser which determines the proclamation or maintenance of martial law or a state of siege;

5. Any attempt to perform any act referred to in 3 or 4 above.

6. Loss or Damage in any way caused 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 85 of 1976 or any similar legislation operative in South African territory to which this Policy applies, irrespective of whether such fund has paid compensation to the Insured (whether wholly or in part) or not.

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7. Loss caused in the absence of Damage, or where there is no physical and visible loss, harm or physical destruction.

8. Deterioration of Stock or any spoiling of Stock whatsoever, and howsoever caused.

9. Machinery Breakdown or any cessation of work or business interruption following Machinery Breakdown howsoever caused.

10. Loss or Damage caused or contributed to in any way by a Prevention of Access.

11. Loss or Damage for which the Insured is liable in terms of any contract, unless the Insured would have been liable for the Loss or Damage in the absence of that contract.

12. Loss or Damage to the Insured Property caused or in any way contributed to by any Criminal Activity, including but not limited to an act of theft, sabotage, vandalism, looting or Malicious Damage which does not follow a Defined Event.

13.Loss or Damage caused or in any way contributed to by a Nuclear Event.

14. Loss or Damage to Insured Property that is not situated within the Territorial Limits of the Policy.

15. Loss or Damage caused by or in any way contributed to Criminal Activity or any attempt thereat, which does not fall within the ambit of a Defined Event, or which does not directly result from a Defined Event.

16. Loss or Damage caused or in any way contributed to by the loss, alteration or, damage to or reduction in use, functionality, availability or operation of any Computer System or data of any kind.

17. Any liability of the Insured to a third party, regardless of the cause thereof.

18. Any claim or benefit which would expose Sasria to any sanction, prohibition or restriction under United Nationals resolutions or any trade or economic sanctions, laws and regulations of the European Union, United Kingdom or the United State of America, or any other sanctions applicable to Sasria and/or its reinsurers.

19. Loss or Damage caused by Land Invasion.

20. When a Policy is incepted or when a Risk Address or Insured Property is added to a Policy to be covered, Sasria does not cover Loss or Damage suffered by such a Risk Address or Insured Property as a result of a Defined Event where that Defined Event was already active, operative or reasonably foreseeable (notwithstanding that Loss or Damage had not yet been suffered).

21. Loss or Damage to Insured Property that is not under the care, custody or control of the Insured or for which the Insured is not responsible, including but not limited to Hijacked Buildings and any Insured Property in or on such Hijacked Buildings.

22. Loss or Damage to Abandoned Buildings and any Insured Property in such Abandoned Buildings.

23. Loss or Damage to Insured Property in which the Insured does not, to the satisfaction of Sasria, have a clear economic, financial or vested interest.

24. Loss or Damage to Insured Property in any way caused by or related to (in any degree) a Cyber Attack, including Cyber Attacks that would constitute Terrorism.

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General Clauses

1. VAT

1.1 All amounts reflected in the Policy are reflected as VAT inclusive figures, except for the Limit of Indemnity which is a VAT exclusive amount.

2. Payments on Account

2.1 Where Sasria has accepted a claim as valid, and within Sasria's sole discretion, a payment on account may be made to the Insured.

2.2 The Insured does not have a right in terms of this Policy to claim a payment on account.

2.3 If a payment on account has been made and subsequent to that Sasria is entitled to reject the claim, the payment on account must be repaid to Sasria by the Insured on demand.

3. Personal Information

3.1 POPIA applies to this Policy and controls the manner by which Personal Information (as defined in POPIA) is collected, used, and processed.

3.2 The Insured is referred to Sasria's POPIA policy which can be accessed on Sasria's website. at

3.3 Sasria and the Sasria Agent may collect Personal Information directly from the Insured or from public sources, databases or third parties. The Insured hereby consents to such collection.

3.4 Sasria and the Sasria Agent may collect, use and process Personal Information of the Insured for the following purposes:

3.4.1 Underwriting and risk assessment;

3.4.2 Premium determination;

3.4.3 Fraud prevention and detection;

3.4.4 Audit and record keeping;

3.4.5 Complying with legal obligations;

3.4.6 Reinsurance purposes; and

3.4.7 Sharing of information with service providers engaged to process Personal Information on behalf of Sasria or the Sasria Agent.

Sasria and the Sasria Agent may keep the Insured's information in a shared database. The Insured acknowledges and understands that any Personal Information provided to Sasria or the Sasria Agent may be kept for as long as required or entitled by law.

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General contact details

Sasria can be contacted as follows:

Physical address: 36 Fricker Road, Illovo Sandton, 2916

Postal Address: PO Box 653367, Benmore, 2010

Email: **contactus@sasria.co.za**

Tel: +27 11 214 0800

Sasria – Motor

HEREFORD
RISK MANAGEMENT

Motor Policy 2026

Sasria provides non-life insurance cover against special risks that the broader insurance industry does not cover. This document is the legal and official version of your Sasria policy wording. The laws of South Africa govern this policy.

Operative Clause

Subject to the terms, conditions, provisions and limitations contained in this Policy, the Limit of Indemnity applicable to the Insured, and conditional upon the Insured paying the required Premium in accordance with the conditions set out in this Policy, Sasria agrees to indemnify the Insured on the basis set out in this Policy for Loss or Damage directly caused by the Defined Events during the Period of Insurance.

Sasria SOC Limited
Tel: +27 11 214 0800 |
36 Fricker Road, Illovo, 2196 P.O. Box 653367, Benmore, 2010
Email: contactus@sasria.co.za **Website:** www.sasria.co.za

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01

Definitions and Interpretations

The following definitions are applicable to this Policy:

Term	Meaning
Advanced Driver Assistance System	Electronic technologies in Vehicles or E-Vehicles that assist drivers with driving and parking functions, and includes but is not limited to autonomous driving systems that reduce the intervention of a human driver.
Bus	A Vehicle designed for the conveyance of more than 35 persons, including the driver.
Bus Rapid Transit System	A Bus which is authorised to operate along a rapid transport lane, and which has a regulated floor height and door configuration to facilitate boarding and disembarking, and is used solely for the transporting of fare-paying passengers.
Civil Commotion	Large-scale unlawful and disorderly violence and outbreak of lawlessness of a degree greater than a Riot by an assembly of members of the public with an objectively determined common purpose, causing Loss or Damage to Insured Property. Where an act(s) does not meet the requirements of a Riot, then such an act(s) cannot constitute a Civil Commotion. Civil Commotion would include, for example, but is not limited to, the Civil Commotion experienced in July 2021 in inter alia KwaZulu-Natal. A Civil Commotion does not include the commission or attempted commission of Criminal Activity except where the commission of or attempted commission of such Criminal Activity meets the requirements of the definition for Civil Commotion as set out above.
Commercial Use	Use of a Vehicle for business-related purposes and where the Vehicle forms an essential part of the performance of any work or commercial function for purposes of generating income. This includes but is not limited to: • Use of the Vehicle for income generation; • Use of the Vehicle as any part of a business transaction; • Fare-paying passenger Vehicles where individuals are transported by a Vehicle in exchange for a fare; and • Travelling to and from carrying out any business-related transaction.
Companies Act	The Companies Act 71 of 2008 (as amended from time to time).

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Computer System	Any computer, hardware, software, communication system, electronic device (including but not limited to a smartphone, laptop, tablet, wearable device), server, cloud infrastructure or any similar system or any configuration of the above, including any associated input, output, data storage device, networking equipment or back up facility.
Consequential Loss	Loss or Damage that is not directly caused by a Defined Event, but which is an indirect consequence or indirect result of the Defined Event.
Criminal Activity	An act (or any attempt thereat) by a person or group of people that constitutes a common law or statutory crime and does not meet the requirements of the Defined Events of this Policy.
Cyber Attack	An act in terms of which a Computer System is used to access, obtain, disrupt, deny, degrade, manipulate or destroy any information, whether in any other Computer System or not.
Damage	Physical and visible loss, harm or physical destruction.
Domestic Use	Use of a Vehicle for private or social purposes, including driving to and from the Insured's place of residence and regular place of work. Domestic Use does not include situations where the Vehicle is used for: • Commercial Use; • Business and professional purposes; • Hiring out for reward; • Transporting fare-paying passengers; • Carrying goods for business purposes; • Teaching someone how to drive in return for payment; • Any purpose related to the motor trade; and • Any form of racing, speeding or any other contests, trails, rallies, courses, test circuits, time/speed events or any event held on a race track.
Driver's License	A validly issued driver's license in compliance with applicable laws and regulations.
E-vehicle	A vehicle which uses (either wholly or in part) an electric motor and battery as a means of propulsion, as opposed to fuel through a gasoline engine.
Exclusions	Specified events or happenings as expressly listed in this Policy under the heading "Special Exclusions" and "General Exclusions" in terms of which Sasria will not provide cover to the Insured.
Financier	A financial institution expressly noted on the Schedule that has entered into a financing arrangement with the Insured for purposes of financing the Insured Property (either wholly or in part) and therefore has an interest in the Insured Property.
Government	The Government of the Republic of South Africa, and the various branches and levels, including national, provincial and local government bodies, as well as Tribal Authorities.
GVM	Gross Vehicles Mass measured in kilograms (kg).

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Holding Company	A juristic entity incorporated in accordance with the Companies Act that controls a subsidiary as a result of the circumstances contemplated in section 2(2)(a) or 3(1)(a) of the Companies Act.
Insured(s)	The Insured as named on the Schedule, subject to the provisions of the Insured Clause below on page number 9
Insured Property	The property of the Insured as stated and specified on the Schedule and covered under this Motor Policy.
Labour Disturbance	A disturbance of the public peace, occurring openly or which is clearly observable, in disobedience or defiance of any authority which leads to Loss or Damage and which occurs for the purpose of remedying a grievance or resolving a dispute in respect of any matter between employers and employees.
Land Invasion	The illegal occupation of land by one or more persons with the intention of erecting dwellings or establishing a settlement on that land.
Lawful Authority	An authority lawfully established in terms of legislation.
Light Delivery Vehicle	A motor vehicle designed or adapted for the conveyance of persons and/or freight with a GVM of less than 3500kg.
Limit of Indemnity	The annual aggregate monetary limitation applicable to the Insured for the Period of Insurance for all Motor class of business of Sasria cover collectively, as reflected on the Schedule.
Lockout	The exclusion of employees by the employer from the employer's workplace for the purpose of compelling the employees to accept a demand in respect of any matter between the employer and employees.
Looting	The stealing of stock, goods and other movable property only to the extent that such stealing takes place during a Riot, Strike, Civil Commotion or Public Disorder as covered by this Policy. This does not include stealing or theft or any Criminal Activity that takes place other than during a Defined Event covered in this policy.
Loss	A loss (whether physical or financial) suffered as a direct result of the Defined Event insured under this Policy.
Malicious Damage	The act of unlawfully and intentionally causing Damage to another's property.
Midibus	A Vehicle designed for the conveyance of 16 or more, but less than 35 persons, including the driver of the Midibus.
Minibus	A Vehicle designed for the conveyance of more than nine, but less than 16 persons, including the driver of the Minibus.
Motorcars	Cars, SUVs, micro-buses, station wagons, safari vans, motorised caravans, minivans, caravans and domestic trailers.

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Motorcycles	Motorcycles, 3-wheeled vehicles, auto cycles, motor scooters, e-bikes, mechanically-assisted pedal cycles and unipeds.
Non-registered vehicles	Manually assisted vehicles which are not registered for road use such as, but not limited to, golf carts, forklifts, goods-carrying trolleys, tractors with or without lifting apparatus, quad bikes, tractors used for maintenance of recreational grounds, sprayers, (disinfectant, sanitary and tar), water carts, sweepers and tower wagons.
Nuclear Event	An incident or accident involving: • Ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel; • nuclear material, nuclear fission or fusion, nuclear radiation; • nuclear explosives or any nuclear weapon; or • nuclear waste in whatever form.
Period of Insurance	The time period for which the Insured is covered under this Policy as reflected on the Schedule.
Policy	The Policy Wording (this document) read together with the Schedule and the Risk Information, all of which form the Policy concluded between Sasria and the Insured.
Policyholder Protection Rules	The Policyholder Protection Rules promulgated under the Short-term Insurance Act 53 of 1998, as amended from time to time.
POPIA	The Protection of Personal Information Act 4 of 2013, as amended from time to time.
Premium	The amount, as reflected on the Schedule payable by the Insured in exchange for the indemnity afforded in terms of this Policy. Premium is VAT inclusive.
Prevention of Access	The act of intentionally blocking, hindering or denying access to person or thing.
Public Disorder	Large scale unlawful violence perpetrated by a group of people acting with a common purpose, which is of a greater degree than a Riot or 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. Labour Disturbances and/or Lockouts may constitute Public Disorder where they involve large scale unlawful violence perpetrated by a group of people acting with an objectively determined common purpose, and there is a serious risk to public safety as a result thereof. If an act(s) does not meet the requirements of a Riot or Civil Commotion, then such an act(s) cannot constitute Public Disorder. No Criminal Activity will be considered to constitute Public Disorder unless the above requirements are met.

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Reasonable Measures	Steps, precautions, measures, actions or conduct reasonably taken or which could be reasonably expected to be taken by the Insured or a reasonable person in the position of the Insured in relation to the Insured Property at the Risk Address, commensurate to the Defined Event, in an effort to prevent, mitigate or reduce Damage or Loss or reasonably foreseeable Damage or Loss.
Retail Value	The value of a Vehicle of the same make, model and year as reflected in the latest TransUnion Auto Dealer Digest as at the date of loss.
Riot	Viewed from the perspective of the ordinary and reasonable person, a Riot is the unlawful and disorderly disturbance of the public peace by an assembly of three or more persons acting together in the execution of an objectively determined common purpose which leads to tumult, strife, disorder or violence or threats of violence, and physical Loss or Damage. Criminal Activity will not be considered to constitute a Riot unless the above requirements are met.
Risk Information	Information and/or documents submitted to Sasria, Sasria's Agent or an Insurer by the Insured (or any party on behalf of the Insured) in respect of the risk to be covered by this Policy, whether at inception of this Policy or during the period of this Policy such as (but not limited to) values at risk, sum insured calculations, claims histories and company information.
Sasria	Sasria SOC Limited with registration number 1979/000287/30.
Sasria Agent	A licensed insurer or authorised financial services provider, as identified on the Schedule, authorised by Sasria to act as its agent in terms of this Policy.
Schedule	A document which sets out the Sums Insured, Premium, and Limit of Indemnity and other details as forming part of this Policy concluded between the Insured and Sasria.
Social and Economic Change	A change with a far-reaching social and macro-economic impact at a public level beyond only two private parties or associations of any form, with intended significant transformations of structures related to a society's macro-economic position and/or social position. A change of a public or systemic character affecting governmental authority, public policy, societal structures or economic systems. It does not include acts motivated primarily by personal gain or private commercial advantage, nor change limited to a private relationship, transaction or dispute.
State	A territory that is recognised as a political territory and country under a government. This does not include Government as defined above.
Strike	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, in accordance with the definition in the Labour Relations Act 66 of 1995, as amended from time to time.

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Subsidiary	A juristic entity incorporated in accordance with the Companies Act (as amended from time to time or any succeeding statute) that is controlled by a Holding Company as contemplated in section 2(2)(a) or section 3(1)(a) of the Companies Act.
Sum Insured	The total value at risk insured under this Policy as reflected on the Schedule, subject to the Limit of Indemnity. The Sum Insured is a VAT inclusive figure. The Sum Insured is representative of the value of the Insured Property as represented by the Insured, and remains subject to the Limit of Indemnity of the indemnification available under this Policy.
Territorial Limit	The geographical area to which this Policy applies as detailed in the Policy Wording.
Terrorism	The use of violence or force by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, which is: i) intended to, or by its nature can reasonably be regarded as being intended to: a. threaten the unity and territorial integrity of a State; and b. unduly compel, intimidate, force, coerce, induce or cause a person, a government, the general public or a segment of the public, or a domestic or international organisation, to do or to abstain or refrain from doing any act or to act; and ii) committed, directly or indirectly, in whole or in part, for the purpose of the advancement of an individual or collective political, religious, ideological or philosophical motive, objective, cause or undertaking. An act(s) will only be considered Terrorism for purposes of this Policy where: i) An international organisation such as the United Nations and/or its councils or committees has reported or declared an act to be an act of terrorism or has publicly declared an act to be an act of terrorism or has publicly declared a suspicion of an act of terrorism; ii) The state or a Lawful Authority in South Africa has reported or declared an act to be an act of terrorism in accordance with the Protection of Constitutional Democracy Against Terrorist and Related Activities Act 33 of 2004; iii) It is not otherwise excluded in the exclusions of this Policy.
Tribal Authority	A traditional authority that has been afforded recognition in accordance with the Traditional Leadership and Governance Framework Amendments Act 41 of 2003, as amended from time to time.
VAT	Value Added Tax in accordance with the Value Added Tax Act 89 of 1991, as amended from time to time.

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Vehicle	A motor vehicle/s that is propelled by fuel, electricity or gas (including standard manufacturing accessories and spare parts fitted unless otherwise stated), including E-vehicles, designed or adapted for propulsion or haulage on a road, as specified on the Schedule, and which fall into one of the categories listed in this Policy Wording which is: • owned by the Insured; • leased by the Insured; • in the care, custody or control of the Insured and in which it has an insurable interest; • a replacement Vehicle that the Insured is using, and therefore has an insurance interest in, while their own vehicle is with a service provider for a service, repairs or an overhaul.

The following rules of interpretation are applicable to this Policy:

1. The rule of interpretation that this Policy must be interpreted against the party that drafted it (contra proferentem) is not applicable to this Policy.

2. Any term used in the lower case that is defined in the upper case must be interpreted as defined in the definitions above.

3. Where there are any inconsistencies or conflicts between the Policy Wording, the Schedule, the Underwriting Guidelines, the Risk Information or any other documents, same must be interpreted to give effect to each provision, failing which the Policy Wording will take precedence.

4. Words in the singular include the plural and vice-versa.

5. A reference to days means calendar days.

6. Any reference to any legislation includes a reference to any amendments to such legislation as applicable from time to time, and any legislation that may repeal and replace such legislation.

02

Defined Events - Motor

Sasria will, in accordance with the Basis of Settlement clause below and subject to the Limit of Indemnity, indemnify the Insured for Loss or Damage to the Vehicle during the Period of Insurance that is directly caused by the following Defined Events while the Defined Event is active and operative:

1. 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;

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2. Any act which is calculated or directed to bring about Loss or Damage in order to further any political aim, objective or cause, 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;

3. Any Riot, Strike, Public Disorder (including Civil Commotion, Labour Disturbances or Lock-outs), or any act which is calculated to bring about a Riot, Strike or Public Disorder;

4. Any attempt to perform any act referred to in 1, 2 or 3 above;

5. The act of any lawfully established authority controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in 1, 2, 3 or 4 above;

6. Looting committed as part of the acts referred to in 1, 2, 3, 4 or 5 above;

Where a Defined Event is no longer active or operative or has ceased, Sasria will cover Loss or Damage that is directly caused by the Defined Event for a period of up to one calendar day only after the Defined Event ceased to be active or operative.

03
The Insured.

Sasria cover is subject to the Limit of Indemnity and operation thereof as set out in this Policy.

Sasria will cover the following as an Insured:

1. A natural person for its own rights and interests in the Insured Property;

2. A municipality as defined and established in terms of the Local Government: Municipal Structures Act 117 of 1998 as and when amended, for its interests in the Insured Property;

3. A Company, and a Holding Company and all of its Subsidiaries on a joint basis for their collective interests in the Insured Property;

4. A Subsidiary of a Holding Company, or an incorporated juristic person (in accordance with and recognised by the Companies Act or other enabling legislation) where it is not already insured jointly with a Holding Company, for its interests in the Insured Property.

Sasria does not issue cover on a joint basis to consortiums, co-owners of property, unincorporated joint ventures, or any other unincorporated juristic entity, juristic person, or association(s) that are not recognised and incorporated, and which are not capable of obtaining separate legal personality with provisions that allow for the separation of assets and liabilities from members or partners of the entity. This is so, irrespective of the interest that such parties may have in any Insured Property. To the extent that such parties require Sasria cover, they will need to be covered in accordance with one of the categories set out above, and not separately as a consortium, co-owners, unincorporated joint venture or any other unincorporated juristic person or association.

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Sasria acknowledges that parties that fall within the four Categories set out above may have a joint interest of any nature in Insured Property, which respective interests may be covered under separate Policies issued by Sasria to such parties in accordance with the Categories set out above. The cover available for such Insured Property, regardless of how many respective Insured parties have an interest therein and how many Policies cover the interest in respect of that Insured Property, may never exceed the Sum Insured of that Insured Property or the aggregate Limit of Liability of R500 000 000.00, whichever is the lesser. The R500 000 000.00 aggregate Limit of Liability does not accumulate for an Insured Property that is insured under separate Policies.

Notwithstanding the definition and description of the Insured on the Schedule:

1. Sasria contracts with all insured entities forming part of the Insured on a joint basis and the cover provided by Sasria applies collectively to the insured entities forming part of the Insured.

2. The rights and obligations of the insured entities forming part of the Insured are joint and not several.

3. Any Limit of Indemnity or sub-limit (where applicable) applies once jointly to the insured entities forming part of the Insured and not separately to each such entity.

04
General Conditions.

The following General Conditions are applicable to this Policy. The Insured must comply with each General Condition in order to be entitled to indemnification under this Policy. Any non-compliance or failure by the Insured to comply with any of the below General Conditions entitles Sasria, without prejudice to any other right it may have, to reject any claim.

1. Communications with Sasria

1.1 All communications and correspondence of the Insured pertaining to any aspect of this Policy, including claims communications and any disclosures must be directed to the Sasria Agent or to Sasria directly.

2. Payment of Premium

2.1 The payment of the Premium by the Insured is a **condition precedent** to the indemnity afforded under this Policy.

2.2 The Premium must be **paid in advance**, on or before the date specified on the Schedule, each month or each year (depending on the Period of Insurance) or within a grace period as allowed and communicated to the Insured by the Sasria Agent, up to a maximum of 30 days ("**the Grace Period**").

2.3 If the Insured does not pay the Premium on, before or within the Grace Period, Sasria will not be required to indemnify the Insured for any Loss or Damage and this Policy **will automatically terminate at midnight on the last day of the previous Period of Insurance**.

3. Premium Adjustment

3.1 The Insured shall, after the expiry of each Period of Insurance or, if a monthly Policy, each period of 12 consecutive months from the inception or anniversary date of the Policy, furnish the Sasria Agent with such particulars and information that Sasria may require for the purpose of recalculating or adjusting the premiums for any such Period of Insurance.

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4. Amendment(s) and Cancellation(s)

4.1 The Insured may cancel the Policy on 30 days written notice to the Sasria Agent.

4.2 Sasria may cancel the Policy in circumstances where premium has not been paid in accordance with the Payment of Premium condition.

4.3 On any such cancellation as referenced above, provided that there has not been a claim within the Period of Insurance, the Insured is entitled to a return of pro rata amount of Premium for the remainder of the Period of Insurance from the date of cancellation save for the customary short period or minimum premium for the period the policy has been in force.

4.4 In the case of an annual/monthly Policy, Sasria may make amendments to the Policy at renewal or anniversary of the Policy.

5. Claims

5.1 On the happening of any event or occurrence which may result in a claim under this Policy, the Insured must, at its own expense:

5.1.1 **As soon as practicable, but not later than 48 hours**, after the event or occurrence, inform the police and take all practicable steps to discover the guilty party;

5.1.2. Within **30 calendar days of the event or occurrence** give written notice thereof to the Sasria Agent and provide particulars of any other insurance covering such events or occurrences;

5.1.3 **As soon as practicable, but not later than 60 calendar days** (unless otherwise agreed by Sasria) after the event or occurrence submit to the Sasria Agent full details (including but not limited to documents, quotations, assessment reports) in writing of a claim that has been notified in accordance with clause 5.1.2 above;

5.1.4 Render all assistance in the identification and physical recovery of such goods if lost or stolen goods or any part thereof are located, provided that reasonable expenses in rendering such assistance will be reimbursed by Sasria. Any such reimbursement is subject to and not in addition to the Limit of Indemnity.

5.2 The Insured must not do anything which prejudices or limits Sasria's right of recovery against any other party.

5.3 The Insured may not make any admission, statement, offer, promise, agreement, undertaking or payment without Sasria's express written consent.

5.4 On the happening of any event or occurrence in terms of which a claim is or may be made under this Policy, Sasria, the Sasria Agent, and any person authorised by Sasria may, without incurring any liability and without diminishing the right of Sasria to rely on any provision of this Policy:

5.4.1 Take, enter or keep possession of any Damaged Insured Property and deal with it in a reasonable manner. The Insured may not abandon any Insured Property to the Insurer, whether taken possession of by the Insurer or not;

5.4.2 Prosecute in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and the settlement of any claim.

5.5 The Insured shall do and permit to be done all such things as may be required by the Insurer for the purpose of enforcing any right to which the Insurer shall be or would become subrogated upon indemnification of the Insured, whether such things shall be required before or after such indemnification.

5.6 In the case of a Total Loss, on indemnification by Sasria, the rights to the salvage of any Insured Property vest in Sasria and Sasria is authorized to dispose of the salvage as it deems fit.

6. Time Limitations

6.1 **No claim will be payable after the expiry of 12 (twelve) months** (or such further time as Sasria may expressly allow in writing) from the happening of the event or occurrence, unless the claim is the subject of a pending legal process against Sasria.

6.2 Subject to the provisions of the Policyholder Protection Rules (where applicable), where Sasria elects to reject a claim,

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the Insured has a time period of 6 (six) months from the date on which the rejection of the claim is received by the Insured or an authorised agent of the Insured within which to institute a legal process against Sasria claiming payment of the claim, failing which no claim will be payable and Sasria will not have any liability to the Insured in terms of such a claim.

7. Changes to Risk Information

7.1 The Insured must disclose any changes to the Risk Information, including but not limited to changes to the management, ownership or control, any change in the nature of the business carried out or changes in operating conditions or values at risk, to the Sasria Agent in writing as soon as possible, but not later than 10 (ten) days after the Insured became aware of the changes to the Risk Information.

7.2 If the Insured does not disclose changes to the Risk Information as aforesaid then, without prejudice to any other rights it may have, Sasria is entitled to reject any claim.

8. Company Information and Basis of Cover

8.1 The basis of cover in terms of which a Policy will be issued to the Insured is dependent on the Insured's representation of accurate company information, including but not limited to details of holding company, subsidiaries, subsidiaries of subsidiaries.

8.2 If, after inception of a Policy, Sasria becomes aware of or determines that the basis of cover and manner in which a Policy was issued was incorrect and not in accordance with the Insured and basis of cover clause above, the incorrectly issued Policy is, without prejudice to any other rights Sasria may have, voidable at the election of Sasria, irrespective of whether the Insured made a representation or not, or whether any representation was material.

9. Misrepresentation and non-disclosure

9.1 Sasria is entitled to rely on representations and disclosures of Risk Information and any other information made by the Insured to Sasria or the Sasria Agent pertaining to the risk covered by this Policy.

9.2 Any material misrepresentation or non-disclosure of any Risk Information by the Insured or any party representing the Insured, whether at inception of the Policy or during the currency of the Policy, to Sasria or the Sasria Agent shall entitle **Sasria to avoid the Policy or any item or section of the Policy affected by such misrepresentation or non-disclosure as from the date of such misrepresentation or non-disclosure.**

9. 3 In the alternative and only to the extent that an avoidance of the Policy or any section thereof is not upheld, Sasria may rely on the material misrepresentation or non-disclosure to reject a claim as a result thereof.

10. Reasonable Precautions

10.1 The Insured warrants that it will take **all Reasonable Measures, including but not limited to reasonable steps and precautions to prevent and mitigate any Loss or Damage**, which includes but is not limited to **compliance with and adherence to:**

10. 1.1. **all laws, regulations and standards; and**

10.1.2. **any additional risk mitigation measures prescribed by the Sasria in terms of Motor cover or such measures as prescribed in terms of this Policy ("Additional Risk Mitigation Measures").**

10.2 The Insured warrants that it does comply with and adhere to all laws, regulations and standards applicable to the Insured and the Insured Property, as well as Additional Risk Mitigation Measures as defined above.

10.3 Should the Insured fail to take all Reasonable Measures, reasonable steps and/or precautions to prevent and mitigate any Loss or Damage, or fails to comply with or adhere to, in any respect, with laws, regulations and standards and Additional Risk Mitigation measures, Sasria may, without prejudice to any other rights that it may have, reject the claim.

11. Indemnification

11.1 If the Insured has submitted a claim which has been accepted as valid by Sasria, Sasria will indemnify the Insured by, at Sasria's election and within its sole discretion, making payment to the Insured, or by repairing or replacing the

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payment to the Insured, or by repairing or replacing the Insured Property subject to the Basis of Settlement clause, the Sum Insured and the Limit of Indemnity.

12. Limit of Indemnity

12.1 The Limit of Indemnity of the Insured is R500 000 000.00 (five hundred million Rand).

12.2 The Limit of Indemnity applies in the annual aggregate and is the amount of cover that the Insured has for the annual Period of Insurance for all Sasria Motor policies collectively.

12.3 The Limit of Indemnity for the annual Period of Insurance will be reduced by the amount paid in terms of all claims until it is depleted, and will not automatically reinstate after every claim.

13. The Sum Insured

13.1 The Sum Insured represents the value at risk of the Insured's interest in the Insured Property, as communicated by the Insured at inception and/or renewal of this Policy. The Sum Insured must be adequate and representative of such value at risk of the Insured Property.

13.2 While the Sum Insured as represented may exceed the value of Loss or Damage suffered and may exceed the value of the Limit of Indemnity, the Insured will only ever be entitled to claim the value of the Loss or Damage suffered, subject to the Limit of Indemnity.

14. Territorial Limits

14.1 The cover under this Policy is limited to Loss or Damage that occurs within the Territorial Limits which are as follows:

14.1.1 The Republic of South Africa and its territorial waters (up to and including 12 nautical miles from the baseline of the coast); and

14.1.2 Namibia and its territorial waters only for a maximum period of 60 (sixty) consecutive days.

15. Fraud

15.1 All benefits afforded to the Insured in terms of this Policy, whether in terms of a claim or otherwise, will be forfeited and Sasria will not have any liability to the Insured whatsoever, and Sasria may cancel the Policy or any section thereof, in circumstances where:

15.1.1 any claim or part of a claim is in any way fraudulent, or if any fraudulent means or devices have been used by the Insured or any party representing the Insured to obtain any benefit under this Policy;

15.1.2 if an event or occurrence which leads to Loss or Damage claimed for under this Policy was as a result of the intentional conduct of the Insured or any person acting on behalf of the Insured or with the Insured's connivance;

15.1.3 fraudulent information and/or documentation is provided by the Insured or by any other person in substantiation of a claim under this Policy (irrespective of whether the claim itself is fraudulent or not); or

15. 1. 4 if the quantum of any claim is intentionally exaggerated by the Insured, or by any other person, to any degree (irrespective of whether the claim itself is fraudulent or not).

15.2 Where Sasria elects to cancel the Policy as a result of the above-listed circumstances, such **cancellation will take effect on midnight the day before** any event which gave rise to the claim first occurred.

15.3 Sasria will in these circumstances be entitled to recover from the Insured any payment made to the Insured after that effective date of cancellation, and there will be no obligation on Sasria to refund any Premium to the Insured.

16. No Rights to others

16.1 Only the Insured may claim under this Policy, and any claim will be limited to the extent of the Insured's interest in the Insured Property unless otherwise provided.

16.2 To the extent that the Insured Property is the subject of a financing arrangement, the extent of that financing arrangement and the interest of a third-party financier must arrangement and the interest of a third-party financier must be expressly disclosed to Sasria (or the Sasria agent) and expressly noted on the Schedule.

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16.3 This Policy and the benefits thereunder may not be ceded under any circumstances.

17. Applicable law and Dispute Resolution

17.1 This Policy is subject to the laws of the Republic of South Africa.

17.2 Any disputes in terms of this Policy are subject to the jurisdiction of the Gauteng Division of the High Court of South Africa.

17.3 Notwithstanding such jurisdiction, the parties may agree to refer any dispute to arbitration.

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05
Motor Categories and Description of use.

Sasria will, subject to the Basis of Settlement clause below and the Limit of Indemnity, indemnify the Insured for the Defined Events for the following categories of Vehicles (including accessories and spare parts fitted onto the Vehicle, unless otherwise stated) if expressly listed on the Schedule to be included. These categories are based on the actual use and the type of the Vehicle. The use and type of the Vehicles insured under this Policy must be accurately and correctly identified by the Insured.

Category	Description
A1	Any self-propelled or towed vehicle primarily used in the conduct of agricultural and farming operations. Operating on a public road is not construed to include the presence of such agricultural vehicle on a public road for the purpose of: (a) being driven to the premises of the owner in order for the owner to take delivery thereof. (b) crossing a public road from the premises of the owner to another over a distance of not more than one kilometre; or (c) proceeding to or from a place where repairs and maintenance are to be or have been effected to such motor vehicles.
M1	Motorcars, motorcycles and Light Delivery Vehicles that are used for Domestic Use as defined. The Vehicle must be registered in the name of an individual.
M2	Motorcars, Motorcycles or Light Delivery Vehicles that are used for Commercial Use as defined, with a Gross Vehicle mass that is below 3500kg. **Non-registered vehicles** as defined, with a Gross Vehicle mass that is below 3500kg.
M3	Minibus or Midibus used for carrying passangers, in accordance with the occupancy levels of the Minibus or Midibus as defined.
M4	Vehicles that are owned by, or in the custody or control of a motor dealer, panel beater, mechanic, or similar workshop.
M5	Buses used for either Commercial Use or Domestic Use in accordance with the occupancy levels of a Bus as defined.

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M6	Registered mobile plant Vehicles that are designed to be used on a construction site and are registered to be driven and utilised on a public road. This category does not include any: • Vehicles used for purposes of farming or agriculture (including but not limited to the maintenance and upkeep of land and used on private or access roads), included self-propelled and towed Vehicles; • Vehicles used for private use, or any Vehicles used for the business of transporting or moving goods, or in respect of any goods in transit in a Vehicle.
M7	A Bus Rapid Transit System used for Commercial Use, but not including the conveyance of any goods for trade purposes.
M8	Vehicles that are used for Commercial Use as defined, with a Gross Vehicle mass of 3500kg and above. **Non-registered vehicles** as defined, with a Gross Vehicle mass of 3500kg and above.

06

Basis of Settlement for motor

In the event of Sasria accepting a claim, it will indemnify the Insured for the Loss or Damage in accordance with this clause and subject to the Insured having an insurable interest in the Vehicle, and the Limit of Indemnity condition.

Any salvage recoveries or payments recovered or received by the Insured prior to any claim payment by Sasria shall reduce the amount of any claim settlement accordingly.

If the Vehicle(s) or any equipment, part, or accessory of the Vehicle(s) is/are the subject of a financing arrangement and the Financier and its interest was expressly disclosed and noted, then Sasria will first make payment to the Financier in accordance with its remaining interest in the Vehicle(s), and the balance of any indemnification for the Loss or Damage payable by Sasria will then be paid to the Insured.

Sasria will indemnify the Insured for Loss or Damage as follows;

Total Loss

In the event of a Total Loss to a Vehicle insured under this Policy, such that it is in line with Sasria's processes and procedures, Damaged beyond economical repair, Sasria will, subject to the Limit of Indemnity, indemnify the Insured in accordance with

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one of the following bases of settlement as expressly elected and stipulated on the Schedule:

Retail Value Basis

Sasria will pay to the Insured, subject to any financing arrangement as reflected above, the lesser of the value specified for the Vehicle on the Schedule and the Retail Value.

Retail Value Basis plus 10% for unspecified extras and accessories

Sasria will pay to the Insured, subject to any financing arrangement as reflected above, the Retail Value, and up to 10% of the insured value of the Vehicle as specified on the Schedule in respect of unspecified extras or accessories fitted in or on the Vehicle.

Replacement Value Basis

In the event of a Total Loss of a Vehicle that is less than 12 (twelve) months old from the date of first registration and the vehicle has travelled less than 30 000km since the date of first registration as new, Sasria will replace the Vehicle with a new vehicle of the same make and model (subject to availability). Where a vehicle is older than one year and has travelled more or less than 30 000km since its first registration, the basis of settlement will be Retail Value as defined. This is only applicable to vehicles which are rated as per category M1.

Agreed Value Basis

Where any Vehicle has been the subject of modification or modulation or any adaptation such that it no longer has an accurate or determinable Retail Value, the Insured is required to have the value of the Vehicle assessed and that value (together with the assessment), which must be reasonable and commensurate with the Vehicle, must be represented to Sasria at the time of inception or renewal of the Policy (Valuation certificate must not be older than 12 months). Subject to approval by Sasria and, at its discretion, further assessment or valuation of the Vehicle, this will form the Agreed Value of the Vehicle.

On the happening of Loss or Damage to such a Vehicle that is covered by this Policy and which is insured for an Agreed Value, Sasria will pay to the Insured the Agreed Value and may, at its discretion, make allowance for depreciation of this Agreed Value over time from when the Agreed Value was agreed to.

This Agreed Value basis of cover is applicable to (but not limited to) the following types of Vehicles:

-Vehicles that are of a unique or classic nature and have no Retail Value;

-Vehicles that have been modified for a specific purpose (e.g. delivery vehicles with refrigerator bodies) such that applying a Retail Value is not accurate;

-Vehicles to which non-standard adaptations and modulations have been made, whether to the engine, electrical or mechanical composition, or body of the Vehicle;

-Plant apparatus that has been modified and altered for a specific purpose; and

-The extension of Vehicles through fitted trailers.

E-vehicle indemnification Basis

Where the Vehicle is an E-vehicle that does not have a Retail Value, and was not insured under this Policy on an Agreed Value

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Basis, the extent of Sasria's liability will be determined through an assessment of the reasonable value of the E-vehicle and the constituent electronic parts (including the battery of the E-vehicle) immediately prior to the Loss or Damage through an assessor of Sasria's choosing, less any salvage recoverable for electronic components or batteries.

1.Compliance with manufacturer's requirements and instructions

1.1. Where any Vehicle or E-vehicle is fitted with an Advanced Driver Assistance System, the Insured or any driver of the Vehicle or E-vehicle is required to, and hereby warrants that it will adhere to, follow and comply with all manufacturer instructions and install all software updates required by the Advanced Driver Assistance Systems.

1.2. To the extent that the Insured does not comply with the above Special Condition, Sasria may, at its election and, without prejudice to any other rights it may have:

1.2.1. Avoid the Policy;

1.2.2. Reject any claim; or

1.2.3. Reject any portion of a claim that pertains to the replacement or reinstatement of any Advanced Driver Assistance Systems.

Damage but not Total Loss

Where a Vehicle is Damaged, but such Damage can be repaired Sasria will pay the cost of the reasonable repairs by a motor trade company, to restore the Vehicle to a condition similar to that immediately prior to the Damage, provided that such costs do not exceed the Sum Insured or the Limit of Indemnity.

07

Policy Benefits

Cover for towing costs, storage costs and debris removal costs

Only where Sasria agrees to indemnify the Insured for a claim on one of the above mentioned bases of settlement, then subject to the Limit of Indemnity, this will include cover for the reasonable, necessary and commensurate:

- Towing costs to remove the Vehicle from the scene of an accident or Defined Event and to relocate same;

-Storage costs to store the Vehicle at a repair shop, storage, salavge yard or similar locations until such a time that it is repaired, pending demolition or sale of wreckage.

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Credit Shortfall

It is hereby declared and agreed that: If any total loss settlement in terms of this Policy is less than the amount owing to the financier under a current instalment sale or lease agreement, Sasria will pay to the Insured an additional amount equal to the short fall less:

- any arrears of instalments or rentals including interest payable on such arrears.
- all refunds of premium for cancellation of any insurance cover relating to the motor vehicle.
- the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the financial period, calculated to the month in which the claim is settled.

PROVIDED always that:

- the amounts payable shall not exceed the retail value of the property plus the additional amounts as stated in this extension.
- this benefit shall 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.
- if such shortfall is a result of a re-advance under an instalment sale or refinancing in terms of a lease, the insurance by this benefit shall be be void.

Credit shortfall benefit is only applicable to vehicles which are rated as per category M1 and M2

Uninsured third-party vehicle

The motor cover extends to damage to an uninsured third-party motor vehicle if damaged by a Sasria insured vehicle whilst a Sasria Defined Event is active and operative. This cover is available provided liability has been accepted by Sasria on the own damage claim. This cover does not apply to static risk but only apply to road risk.

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Special Exclusions

For purposes of this Motor Policy and in addition to and not in place of the General Exclusions listed below, Sasria does not cover:

1. Mechanical, electrical or electronic breakdown, depreciation or gradual deterioration of any kind and of whatsoever cause of any Vehicle(s).

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2. Loss or Damage to batteries of E-vehicles not directly caused by a Defined Event, including but not limited to wear and tear.

3. Loss or Damage to an E-vehicle caused by a failure or any defect in a charging station as a result of a Defined Event.

4. Loss or Damage to tyres of the Vehicle(s) caused by the application of brakes, punctures, cuts or bursts.

5. Loss or Damage to the suspension of the Vehicle(s) caused by uneven roads or impact with uneven roads.

6. Loss or Damage to the Vehicle(s) caused or in any way contributed to by an unroadworthy condition of the Vehicle(s).

7. Loss or Damage to the Vehicle(s) where the driver is not in possession of a valid Driver's License or temporary driver's license.

8. Loss of or Damage to the Vehicle(s) which arises:

a. If the Vehicle(s) is/are used for any purpose other than according to the category or class and associated Description of Use;

b. From any transaction, including theft through or in any way connected with false pretenses and/or fraud;

c. While the Vehicle(s) is being driven under the influence (to any degree) of intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substances, or where the blood alcohol concentration levels of the driver of the Vehicle(s) exceeds the legal limit as prescribed from time to time;

d. From the use of the Vehicle(s) for an unlawful purpose or to attempt an unlawful purpose, including but not limited to the violation of any law where the car was being used; or

e. From the use of the Vehicle(s) for motor sport, competition, rally, racing, pace-making, or any trial or speed tests.

9. Any liability to any third party whatsoever or howsoever caused.

10. Any Loss or Damage to a Vehicle in which the Insured does not have an insurable interest.

09

General Exclusions

Notwithstanding anything in this Policy to the contrary, Sasria will not indemnify the Insured for any of the following:

1. Consequential Loss or Damage of any kind, or any Loss or Damage caused indirectly by any Defined Event.

2. Loss or Damage caused by or as a result of a Lawful Authority confiscating, commandeering or requisitioning Insured Property, whether permanently or temporarily, or any attempt by a Lawful Authority to do so.

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3. Loss or Damage, in any way caused or contributed to by an act of Terrorism that uses or threatens to use any nuclear weapon or device, or any chemical or biological agent.

4. Loss or Damage in any way caused or contributed to by war, invasion, act of a foreign enemy, hostilities or any war like operation (whether declared a war or not), civil war, mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or caser which determines the proclamation or maintenance of martial law or a state of siege;

5. Any attempt to perform any act referred to in 3 or 4 above.

6. Loss or Damage in any way caused 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 85 of 1976 or any similar legislation operative in South African territory to which this Policy applies, irrespective of whether such fund has paid compensation to the Insured (whether wholly or in part) or not.

7. Loss caused in the absence of Damage, or where there is no physical and visible loss, harm or physical destruction.

8. Deterioration of Stock or any spoiling of Stock whatsoever, and howsoever caused.

9. Machinery Breakdown or any cessation of work or business interruption following Machinery Breakdown howsoever caused.

10. Loss or Damage caused or contributed to in any way by a Prevention of Access.

11. Loss or Damage for which the Insured is liable in terms of any contract, unless the Insured would have been liable for the Loss or Damage in the absence of that contract.

12. Loss or Damage to the Insured Property caused or in any way contributed to by any Criminal Activity, including but not limited to an act of theft, sabotage, vandalism, looting or Malicious Damage which does not follow a Defined Event.

13. Loss or Damage caused or in any way contributed to by a Nuclear Event.

14. Loss or Damage to Insured Property that is not situated within the Territorial Limits of the Policy.

15. Loss or Damage caused by or in any way contributed to Criminal Activity or any attempt thereat, which does not fall within the ambit of a Defined Event, or which does not directly result from a Defined Event.

16. Loss or Damage caused or in any way contributed to by the loss, alteration or, damage to or reduction in use, functionality, availability or operation of any Computer System or data of any kind.

17. Any liability of the Insured to a third party, regardless of the cause thereof.

18. Any claim or benefit which would expose Sasria to any sanction, prohibition or restriction under United Nationals resolutions or any trade or economic sanctions, laws and regulations of the European Union, United Kingdom or the United State of America, or any other sanctions applicable to Sasria and/or its reinsurers.

19. Loss or Damage caused by Land Invasion.

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20. When a Policy is incepted or when a Risk Address or Insured Property is added to a Policy to be covered, Sasria does not cover Loss or Damage suffered by such a Risk Address or Insured Property as a result of a Defined Event where that Defined Event was already active, operative or reasonably foreseeable (notwithstanding that Loss or Damage had not yet been suffered).

21.Loss or Damage to Insured Property that is not under the care, custody or control of the Insured or for which the Insured is not responsible, including but not limited to Hijacked Buildings and any Insured Property in or on such Hijacked Buildings.

22. Loss or Damage to Abandoned Buildings and any Insured Property in such Abandoned Buildings.

23.Loss or Damage to Insured Property in which the Insured does not, to the satisfaction of Sasria, have a clear economic, financial or vested interest.

24. Loss or Damage to Insured Property in any way caused by or related to (in any degree) a Cyber Attack, including Cyber Attacks that would constitute Terrorism.

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General Clauses

1. VAT

1.1 All amounts reflected in the Policy are reflected as VAT inclusive figures, except for the Limit of Indemnity which is a VAT exclusive amount.

2. Payments on Account

2.1 Where Sasria has accepted a claim as valid, and within Sasria's sole discretion, a payment on account may be made to the Insured.

2.2 The Insured does not have a right in terms of this Policy to claim a payment on account.

2.3 If a payment on account has been made and subsequent to that Sasria is entitled to reject the claim, the payment on account must be repaid to Sasria by the Insured on demand.

3. Personal Information

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3.1 POPIA applies to this Policy and controls the manner by which Personal Information (as defined in POPIA) is collected, used, and processed.

3.2 The Insured is referred to Sasria's POPIA policy which can be accessed on Sasria's website. at

3.3 Sasria and the Sasria Agent may collect Personal Information directly from the Insured or from public sources, databases or third parties. The Insured hereby consents to such collection.

3.4 Sasria and the Sasria Agent may collect, use and process Personal Information of the Insured for the following purposes:

3.4.1 Underwriting and risk assessment;

3.4.2 Premium determination;

3.4.3 Fraud prevention and detection;

3.4.4 Audit and record keeping;

3.4.5 Complying with legal obligations;

3.4.6 Reinsurance purposes; and

3.4.7 Sharing of information with service providers engaged to process Personal Information on behalf of Sasria or the Sasria Agent.

Sasria and the Sasria Agent may keep the Insured's information in a shared database. The Insured acknowledges and understands that any Personal Information provided to Sasria or the Sasria Agent may be kept for as long as required or entitled by law.

General contact details

Sasria can be contacted as follows:

Physical address: 36 Fricker Road, Illovo Sandton, 2916

Postal Address: PO Box 653367, Benmore, 2010

Email: **contactus@sasria.co.za**

Tel: +27 11 214 0800

HEREFORD

RISK MANAGEMENT

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