
Personal Insurance Policy

Hollard.

The Hollard Insurance Co. Ltd (Reg No 1952/003004/06) is an authorised Financial Services Provider



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GENERAL

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Key terms to understand

Schedule	The section that explains what you're covered for, and for how much
Claim	When you ask us to compensate you for loss or damage
Insured event	When something happens that you are allowed to claim for
Excess	The amount that you must pay for any claim

Why the schedule is so important

This is probably the most important section of the policy. It tells you such things as:

- how much you pay in premiums and fees
- how much your excess is
- which parts of your property are covered by the policy
- what kinds of cover you have chosen.

Take some time now to acquaint yourself with the schedule. If you spot any errors, please tell your broker right away.

How to contact us

All written communication relating to this policy (including claim rejections and legal proceedings) must be sent to this address:

The Hollard Insurance Company Limited
Hollard Broker Markets

PO Box 87419
Houghton, 2041

Tel: 011 351-5000
Fax: 011 351-8012

Website: www.hollard.co.za



Understanding all the legal stuff

This is a legal contract

This policy is simply a legal contract between you (the person listed in the schedule) and us (The Hollard Insurance Co. Ltd, Reg. No: 1952/003004/06).

It basically says that if you suffer a loss from an insured event, we will pay you out. This is on condition that you have paid your premiums, and you comply with all terms and conditions.

Making things as clear as possible

The policy is designed to avoid confusion. So any word that has been formally defined – for example, *claim* or *insured event* – shall have that meaning wherever it appears.

All the headings that you see are merely to help you find information quickly. But remember that they are merely summaries; you must read the detail underneath. The policy wording will always be the final authority in the event of any dispute around meaning or interpretation.

Why all the terms and conditions?

Terms and conditions are the rules you have to comply with in order for the policy to be valid – for example, paying your premiums on time, or letting us know if you've taken up a dangerous sport like hang-gliding.

Some conditions are so strict that they are actually guarantees on your part – for example, that all jewellery must be kept locked away in a safe. Make sure you understand all terms and conditions; if you don't, it may result in us refusing to pay you out for a claim.

This is YOUR policy

Only you have rights under this policy – even where we have defined "you" to include other persons.

Insurable interest

You can only claim for items in which you have an insurable interest – i.e. items which, if lost or damaged, cause you to be worse off financially.

For example, you have an insurable interest in your own house, because if it is damaged, it results in a loss for you. However, damage to your neighbour's house does not leave you financially worse off; so you have no insurable interest in it, and therefore cannot claim for it.

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Your responsibilities as the policyholder

Give us accurate information

You must make sure that all the information you give us about yourself, your property and your risk profile is accurate. This will include information about your financial situation, such as insolvency. Incomplete or incorrect information could affect the validity of your policy, and may result in us voiding your policy.

You must tell us immediately of any material changes that may increase the risk of loss or damage to your insured property. We will then have the right either to cancel the policy, or let it continue with new terms and conditions.

We may check all information

In order to ensure that your risk profile is correct, we may verify all information you give us – including your claim history with other insurers and your safety record as a driver. If any information is found to be missing or incorrect, we may reject your claim or cancel your policy.

Be aware of how we use this information

Please note that the information you give us will be stored on databases and shared with other parties in the insurance industry in order to gather industry statistics, improve the quality of risk assessment and combat fraudulent claims. It is important to understand that this information will remain at the disposal of these parties, even after your policy with us ends.

Prevent/minimise loss or damage

You must take reasonable steps to prevent loss or damage to your insured property after an event, or we might not compensate you for any loss or damage. For example, if you have a leak in your pipes that causes flooding in your home, you have a responsibility to call in a plumber to turn off the flow of water to prevent further flooding; you cannot just leave things as they are.

Tell us if you wish to cancel the policy

You may cancel the policy at any time. If we wish to cancel the policy, however, we must give you 30 days' written notice.

If your policy is an annual one, we will have the right to keep a small portion of any premiums we are obliged to refund to you.

Tell us of any material changes

A material change is one that could affect your risk profile – for example, a move to a new address, a change in your financial situation, or taking up a dangerous sport like hang-gliding. You must tell us of any such changes, for they may affect the level of your premiums, and other terms and conditions.

You are allowed to request a change to the policy at any time. Please note that the changes you request may require us to amend the terms and conditions of the policy.

We are allowed to request a change in the policy from you – for example, an upgrade of your alarm system – provided we give you 30 days in which to do it.

Pay your premiums on time

Your premiums – whether paid monthly or annually – must reach us on time. All premiums are payable in advance, before your policy starts.

Monthly premiums

If you pay monthly, your very first premium must be paid on time via a bank debit order; there is no grace period – first premiums must be paid in advance. If you miss a payment for any subsequent month, we will ask you twice to settle it. If the payment is still not received after that, or you instruct your bank to stop the payment, your policy will be cancelled. This cancellation will be backdated to the date on which your first payment was supposed to have been made.

If the premium is settled in part only, it will be used to pay off your oldest outstanding premium. Under these circumstances, any claims you may make will not be settled until you first pay all premiums still outstanding, or agree to them being deducted from any settlement.

Annual premiums

If you are paying annually, you are allowed a 30-day grace period after the start of your policy to settle your payment. If you miss this deadline, your policy will automatically lapse.

Avoid fraud

All dealings concerning this policy must be done honestly and in good faith. If you are found to have engaged in fraudulent or dishonest behaviour, you will lose all rights to claims and premiums and your policy will be cancelled from the date of the fraud. Moreover, we may take legal steps to recover damages from you.

Examples of fraudulent behaviour are:

- providing false information in support of a claim or about your risk profile
- making a claim that you know to be false, fraudulent or exaggerated
- obstructing the outcome of a legal matter.

Observe all terms and conditions

Terms and conditions are basically the rules you have to stick to in order for the policy to be valid – for example, paying your premiums on time or letting us know if you have changed your residential address.

Some conditions are so strict that they are actually guarantees on your part – for example, that all jewellery must be kept locked away in a safe.

Make sure you understand all terms and conditions; if you don't, it may result in us refusing to pay you out for a claim.

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How much we pay

We restore your original financial position

When we settle a claim with you, our objective is to give you a pay-out that leaves you in the same financial position as you were before the loss took place. This pay-out 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

If your three-year-old television set is stolen, we may buy you a new one or pay you 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.

We always decide how we pay out

If the damaged item you are claiming for can be repaired, we may pay for the cost of the repair – but only if it makes economic sense to do so. Otherwise, we may replace it, pay you out in cash or give you a combination of all three.

You cannot claim more than the actual loss

We will never pay out more than the value of the lost or damaged property, even if you are over-insured. This also means that you could never be paid out twice for the same event – for example, by claiming under two different sections of this policy. Similarly, if an insured event is covered by two different insurance policies, we will pay out only our portion of it.

You cannot claim more than the sum insured

To restore your original financial position, the pay-out will be based on the value (as above) of the lost property, but never more than the sum insured.

Example

If your new car is stolen, we may buy you a new one or pay you the price of a new one. The amount paid to you will never exceed the sum insured or the new list price, whichever is the lesser amount.

How we may settle a third-party liability claim

In the event of a claim for liability towards a third party, we may finalise the claim by paying you the limit of liability, or any lesser amount for which the third-party claim may be settled. This will release us from any further liability for the claim.

We do not pay interest

Although we strive to settle all claims promptly, we cannot be held responsible for any interest on an outstanding claim. We do not pay interest on any amount due by us unless ordered to do so by a South African court of law.

What happens if you are under-insured?

If you insure something for less than its 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.

Under no circumstances will we ever pay out more than the sum insured.

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 – or R25 000. This is referred to as the principle of average.

The pay-out is always reduced by the excess

Don't forget that for every valid claim, you will always have to pay the first amount, also known as the excess. For example, if there is an excess of R1 000 on a R20 000 claim, then you will receive a pay-out from us of R19 000. The excess payable on all claims is listed in the excess schedule.

Wait before disposing of damaged property

If there are damaged items as a result of a claim, you must not abandon them or get rid of them until we agree that you can do so.

How to claim

Step 1: Tell us right away

Tell us about any event that may lead to a claim as soon as possible, but not later than 30 days after the event. Give us all the relevant details.

Step 2: Do not admit liability

Do not under any circumstances admit liability for the event that led to the claim, or make misleading promises to anyone. This means that you should not:

- make any statements (unless required by law)
- offer payment to anyone
- negotiate with anyone claiming from you.

Step 3: Inform the police

Inform the police immediately, but not later than 48 hours after the event. 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 4: Send us the following within 30 days

If you haven't already dealt with this when you first reported the claim, please ensure you send us the following within 30 days:

- full written details of the claim (on our standard forms, if required)
- particulars of any other policy covering the claim
- any other documentation we think is necessary to handle the claim (such as police documents, receipts, invoices or witness statements)
- proof of value and insurable interest, if required by us.

Step 5: Send us all documents you may receive later

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

Step 6: 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.

Sign a release

You may have to sign a release before we pay you.

Claim procedure is at your own expense

Unless we specifically offer to pay or make provision for payment, the entire claim procedure above is done at your own expense.

Time limits that affect your claim

Don't miss these key deadlines

- 90 days

If we formally reject or dispute a claim, you have 90 days to appeal this decision with us.

- 180 days

If we maintain our rejection, you have a further 180 days to start any legal action against us.

- 365 days

Your claim will no longer be legally enforceable after 365 days, unless you have started legal action against us, or the claim concerns your legal liability towards a third party.

If you go beyond any of these time limits, your right to the payment of the claim will lapse.

What to do if your claim is rejected

You may appeal

If we reject or dispute your claim, you have the right to appeal that decision. Send your complaint, in writing, to:

The Hollard Insurance Company Limited	Tel:	011 351-5000
Hollard Broker Markets	Fax:	011 351-8012
PO Box 87419	Website:	www.hollard.co.za
Houghton, 2041		

Remember that you have 90 days from receipt of our rejection or dispute to lodge your appeal. If we maintain our rejection, and you wish to start legal action against us, you have a further 180 days to do this.

You may also contact the Ombudsman

At any stage of a claim, you have the right to communicate with the Insurance Ombudsman, an independent body that investigates insurance complaints from consumers. The contact details are:

Ombudsman for Short-term Insurance	Tel:	086 066-2837
PO Box 32334	Fax:	011 726-5501
Braamfontein, 2017	Website:	www.osti.co.za

Other points to note

Sum insured will not be reduced

This point is applicable to the following sections of this policy: Household Contents, Buildings and All Risks (unspecified items). It states that the sum insured will not be reduced after we have compensated you for a claim. We may, however, require you to pay an additional premium for the increase of the sum insured to the original amount from the date of loss to the next renewal date.

Cover applies in RSA and neighbouring countries

The cover in this policy is valid within the territorial limits of South Africa, as well as the following countries: Botswana, Lesotho, Namibia, Swaziland, Malawi, Mozambique, Zambia and Zimbabwe. We may agree to extend the territorial limits on our terms.

Bringing damaged property back to South Africa

If you want to claim for property damaged outside of South Africa, you must first bring it back into the country or to the nearest border post. You have to do this at your own expense, unless we have agreed to pay.

South African law applies

This policy is subject to South African law.

Keeping within the law

If any of the terms or conditions of this policy are in breach of existing legislation, they will be amended so that they comply with the law.

How claiming affects your premium

- If you have not claimed during the 12 months before the renewal date of your policy, your premium may be reduced.
- Whenever you are paid out for a claim, you may find that your premium is increased.

Claim-Free Group and Number of Claims are concepts used by us to reward you for not claiming by increasing your premium discount, or reducing it after a claim.

Trade and economic sanctions

We cannot provide any cover where to do so would violate trade or economic sanctions. Should we become aware of the fact that you are subject to such sanctions, we would have to void (cancel) your policy from its start date. We will refund any premiums due to you, and no claims will be payable.

WHAT WE DO NOT COVER

GENERAL EXCEPTIONS

You cannot claim for:

Theft by false pretences

This is any theft that occurs as result of you being tricked into parting with your property as part of a transaction that you believed was legitimate. The transaction can be an ordinary cash transaction, an exchange or even a credit sale agreement.

Wear and tear

This means gradual deterioration as a result of normal usage or the passage of time. It includes the gradual influence of light and weather conditions. Typical examples are worn tyres on your car from driving, and peeling paintwork on your home from exposure to the elements.

Liability by agreement

You cannot, in an agreement you might sign with a third party (for example, a builder), accept liability for something that you could not reasonably be held liable for in the first place. For example, you cannot accept liability for the actions of a builder who is renovating your home, for that is clearly his responsibility.

Dispossession or nationalisation

This means loss that you suffer as result of your property being forcibly taken from you by a lawfully constituted authority, such as the national government or a provincial authority.

Consequential loss

This is further loss that you may suffer as a consequence of an initial insured event. For example, if your car is in an accident on your way to the airport, we will cover you for the damaged car, but not for any loss you may suffer as result of you missing your flight.

The only time we cover you for consequential loss is when it is specified as part of your policy.

Malicious damage – unless you specify it

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 to your insured property unless you specifically ask for it to be included as part of your policy.

You are not covered for malicious damage even if you asked for it if:

- you lend, let or sub-let your home; or
- leave it unoccupied for more than 60 days in any 12-month period.

GENERAL EXCLUSIONS

You cannot claim for:

Asbestos

This refers to any loss or damage that arises as a result of contact with asbestos in any form or quantity. This is because of the inherently hazardous nature of the substance.

Certain computer risks

This refers to the failure of any piece of computing equipment, or any of its associated hardware and peripherals, to recognise a date, leading to the inability to perform its computing functions. It also includes costs and expenses incurred by you to reinstate data or programs lost as a result of accidental erasure. This is on condition that the lost data or programs were not caused by:

- program errors
- a virus or malware (harmful software such as viruses or Trojans)
- inadvertent cancellation, corruption of data or incorrect entry.

Damage caused by incidents covered by legislation

This refers to any event for which a compensation fund has already been set up under relevant government legislation, whether in South Africa or any other country where the policy applies. An example of such legislation in South Africa is the War Damages Insurance and Compensation Act (Act 85 of 1976).

Nuclear risks

These are risks associated with the nuclear industry in general.

They include nuclear-weapons material; ionisation, radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste; and combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission or fusion.

Riots, public disorder, terrorism

Generally, this refers to loss or damage to property, death or bodily injury or liability directly or indirectly related to or caused by riots, political acts, war, public disorder, terrorism or any attempted act of this kind for which we cannot reasonably be held responsible. They include:

- Civil commotion, labour disturbances, riot, strike, lockout or public disorder, or any act or activity which is calculated or directed to bring about any of the foregoing
- War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
- Mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law, or state of siege, insurrection, rebellion or revolution
- Any act or attempted 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
- Any act or attempted act which is calculated or directed to bring about loss or damage or bodily injury, in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof
- The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above
- Any act of terrorism. An act of terrorism means the use of threat or violence or force for political, religious, personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.

Sasria (applies only in South Africa)**UNUSUAL EVENTS**

Sasria covers you for extraordinary, unusual insurance events.

They include any damage to your insured property caused by events such as riots, strikes, public disorder, or any kind of civil commotion or political unrest.

Sasria cover is part of your policy and applies in South Africa only. Please turn to page 200 for the full list of cover as described by Sasria itself.

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Buildings

This section deals with insurance cover for the structure and fixtures of your home

What is meant by “building”?

The building is essentially the structure of your home – from the foundations and floors to the walls, ceilings and roof. It includes all solid infrastructure on the property, from gates to swimming pools, as well as the pipes, fixtures and fittings attached to them.



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Key terms to understand

You	The person in whose name the policy is issued
Building	Your private home, with all its infrastructure, fixtures and fittings (see full list below) of standard construction
Risk address	The address in your schedule
Standard construction	Means that all buildings have been built with:
	<ul style="list-style-type: none">○ walls of brick, stone or concrete○ roofs of slate, tile, concrete, asbestos or metal

The building includes:

- outbuildings, landlord's fixtures and fittings
- water, sewerage, electricity and gas connections
- paths and driveways constructed of brick, concrete, pavers, asphalt or stone (not gravel)
- walls, gates and fences (excluding hedges)
- swimming pools (excluding portable pools or those above ground level)
- fixed filtration plant and water-pumping machinery (excluding automatic pool cleaners)
- pool safety nets and covers
- tennis courts, sauna and spa baths.

Paying out after a claim

How much we pay

We pay out based on the replacement cost of the part of your building that is damaged.

Example

If your claim is for a new wall that costs R10 000 to replace, we will pay you R10 000 so that you can have a new one built – even if the damaged wall is old and worth a lot less.

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 schedule.

Example

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

Bank may be paid out before you

The financial institution financing your home always has first claim on any pay-out to you, if this is the only way to settle any outstanding debt you still owe them.

This means that if you are financing your home with a bank or authorised credit provider, be aware of the fact that they are entitled to use your insurance pay-out to settle any money that you still owe them.

What if you are under-insured?

If you have insured your home 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 home is 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 cost R50 000 to repair, we can pay out only half of R50 000 – or R25 000.

Rebuilding your damaged home

If your damaged building has to be rebuilt entirely, and you choose to do it personally, we will pay you 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 6 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, you must prove that you have the money available before work can go ahead.

What we cover you for

We cover you for building damage caused by any of the following, subject to the limits and conditions listed in the schedule:

1. Fire

- Fire, lightning or explosion 30

2. Weather

- Storm, wind, water, hail 30

3. Earthquake

- Excludes tremors from mining operations 30

4. Impact

- Impact with the building; falling trees 30

5. Leaks, flooding

- Overflowing of water apparatus; leakage of oil 30

6. Theft

- of any part of the building 31

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.

However, this excludes loss or damage:

- to gates, fences or retaining walls
- caused by movement of the land supporting the building, even if it is caused by storm or flooding (this exclusion does not apply to the removal of land supporting the building by flowing surface water)
- caused by subsidence or landslip, unless stated in the schedule.

3. **Earthquake**

Excludes effects of mining operations

You are covered for building damage that is caused by an earthquake. This excludes the effects of any earth tremors that result from mining operations in the area.

4. **Impact**

Impact with the building; falling trees

You are covered for building damage that is caused by sudden impact. Examples are a tree falling onto the building 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 work they are doing for you.

5. **Leaks, flooding**

Overflowing of water apparatus; leakage of oil

You are covered for building damage that is caused by leaks and flooding. Examples are bursting pipes, overflowing water tanks, exploding geysers and sudden leakage of oil from heaters.

However, this cover does not include loss or damage to the leaking items. So if a leaking oil heater damages your parquet floor, we will pay for repairing or replacing the floor, but not the heater.

Damage to geysers caused by bursting is covered up to the amount in the LIMIT SECTION.

6. **Theft**

Of any part of the building

You are covered for the theft (or attempted theft) of any part of the building – for example, the motor from your front gate, the bricks of your driveway or the fitted carpets in your house.

There must be clear signs of forced entry to or exit from the building when the building is lent, let or sub-let other than to a maximum of 3 paying guests, lodgers or boarders.

We also cover you for

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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 in the LIMIT SECTION.

Damage to the garden

We will pay for any damaged trees, shrubs or plants that need to be replaced after a valid claim, so long as the claim wasn't caused by theft or attempted theft.

Demolition and professional fees

If the building has 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 get our written consent:

- demolishing the building, 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.

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.

Gate motor or garage-door motor

We will pay for the repair or replacement of your electric gate motor or your garage-door motor, in the event of accidental damage.

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, toilet bowls), except when this is the result of chipping, scratching or disfiguration.

This cover does not apply when:

- the building is unfurnished or unoccupied
- the building or any of the outbuildings are being structurally altered.

Liability to third parties

You are covered as a property owner for liability to third parties, such as members of the public. The details are described under the Personal Liability section on page 70.

Public supply or mains connection

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

Removal of fallen trees

We will pay for the cost of removing fallen trees from your property after an insured event. This is provided that the costs are necessary and reasonable, and that you first obtain our written consent. The limit applies to any 12-month period.

Rent

If your home becomes uninhabitable because of damage to the building as result of an insured event, we will cover you for the rental cost of living in alternative similar accommodation. This cover will apply until the building becomes habitable once more.

Similarly, if any building on your property that earns you rental income – for example, a cottage – becomes uninhabitable, you will be covered for the loss of that rental income. This cover will apply until the building in question becomes habitable once more.

The cover in this section does not apply when the building or any of the outbuildings are being structurally altered.

Security guards

If you need to employ security guards on your property to keep it safe as a result of an insured event, we will pay that cost – as long as it is both necessary and reasonable.

Tracing of water leaks

We will pay for the cost of tracing the source of a water leak, provided that it originated after your cover started. However, we will not pay for the actual repair of the leak once it has been located; this will be your responsibility.

Water leakage from underground pipes

We will pay for any additional charges on your municipal water bill that result from leakage of underground pipes on your property. This is subject to the following conditions:

- the additional charge for the latest quarter must exceed the average of the last four quarters by at least 50%
- the additional charges are not caused by:
 - leaking taps, geysers, toilet systems or swimming pools
 - loss of water from swimming pools or their pipes
- your home is not unoccupied for more than 60 days
- you immediately trace the leak and repair it at your own expense
- we will not pay for more than one event every 12 months.

Water-pumping machinery

We will pay for accidental destruction or damage to domestic, fixed water-filtration machinery or water-pumping machinery. This excludes automatic pool cleaners, as well as any damage resulting from wear and tear.

Additional cover you can choose

Applies only if specified

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

Subsidence and landslip

Extended cover

You are covered for loss of or damage to the building caused by subsidence, landslip or heave of the land supporting it. However, you are not covered if this is caused by:

- normal settlement, shrinkage or expansion of the building
- structural alterations, additions or repairs
- the compaction of infill
- defective or faulty design, materials or workmanship
- excavations other than mining operations
- removal or weakening of support to the building.

In addition, we are not liable for loss or damage to septic and conservancy tanks, or drains and water courses, unless the building is damaged at the same time by the same insured event. Any damage that existed before your policy started is not covered.

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

Subsidence, landslip and heave

Subsidence means sinking – i.e. the vertical, downward movement of soil. It includes settlement, which is a lateral movement.

Landslip means the sliding down of a mass of land. It is, in effect, a small landslide, and it typically occurs on a slope.

Heave means the upward movement of soil supporting the dwelling.

Subsidence and landslip

Limited cover

You are covered for loss or damage to the building caused by subsidence, landslip or heave of the land supporting it. However, you are not covered if this is caused by:

- normal settlement, shrinkage or expansion of the building
- structural alterations, additions or repairs
- the compaction of infill
- defective or faulty design, materials or workmanship
- excavations other than mining operations
- removal or weakening of support to the building
- contraction or expansion of soil, clay or similar types of soil
- moisture or damp.

In addition, we are not liable for:

- loss or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences or retaining and screening walls – unless the building is damaged at the same time by the same event
- loss or damage to solid floor slabs or any part of the building resulting from the movement of the slabs, unless the foundations supporting the external walls are damaged by the same cause at the same time
- damage that existed before your cover started
- work necessary to prevent further loss or damage from subsidence, landslip or heave, except where appropriate design precautions were implemented during the original construction of the building or any subsequent additions to it.
- If required, you will have to prove that the loss or damage being claimed for was caused by subsidence, landslip or heave.

Subsidence, landslip and heave

Subsidence means sinking – i.e. the vertical, downward movement of soil. It includes settlement, which is a lateral movement.

Landslip means the sliding down of a mass of land. It is, in effect, a small landslide, and it typically occurs on a slope.

Heave means the upward movement of soil supporting the building.

What is not covered

Loss or damage caused by

Lack of maintenance, non-standard construction, nobody at home, etc.

You are not covered for loss or damage that is due to:

- the building not being maintained properly
- the building being of non-standard construction, unless stated in the schedule
- the building being unoccupied for more than 60 consecutive days during any 12-month period, unless we have agreed to it (see definition below)
- defective design, specification, construction or material.

Definition of “unoccupied”

Your home is unoccupied if you or any of the people who usually live there have all gone out, leaving it empty – for example, shopping for a few hours or on holiday for a few weeks. The presence of a domestic worker in the staff quarters or outbuildings does not change this definition.

Your specific responsibilities

Monitor the risk profile of your tenants

You must advise us as soon as possible of any change to the risk profile of any tenant residing on your property. We may impose additional terms and conditions.

Notify us about any improvements to your home

If you increase the value of your home through any alterations, extensions or improvements, we will increase your cover by up to 20%, provided that you tell us immediately and pay any additional premium required.

Comply with national building regulations

You must take all reasonable steps to ensure that the building complies with national building regulations, and that your building plans have been approved by the local authority.

Household Contents

The section deals with insurance cover for the contents of your home

What are "household contents"?

These are your household goods, personal property and equipment, money and negotiable instruments, and may also include various fixtures and fittings if you ask for these to be covered.



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Key terms to understand

You	Includes yourself, your spouse and any members of your immediate family who normally reside with you and are financially dependent on you
Home	The house or other domestic building or place in which you live or reside
Outbuildings	Any other domestic buildings on the grounds of your home, such as offices, consulting rooms or sheds
Standard construction	Means that all buildings have been built with: <ul style="list-style-type: none">○ walls of brick, stone or concrete and○ roofs of slate, tile, concrete, asbestos or metal

How much we pay

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

Example

If your claim is for an item of furniture that costs R10 000 to replace, we will pay you 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 the excess schedule.

Example

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

What if you are under-insured?

If you have insured your contents for less than its 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 – or R25 000.

What we cover you for

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

1.	Fire	
	– Fire, lightning or explosion	45
2.	Weather	
	– Storm, wind, water, hail; earthquake	45
3.	Leaks, flooding	
	– Overflowing of water apparatus; leakage of oil	45
4.	Impact	
	– Impact with the building; falling trees	45
5.	Theft	
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1. **Fire**

Fire, lightning or explosion

You are covered for loss or damage to the contents of your home 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 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, like garden furniture.

You are also covered for loss or damage to your contents arising from an **earthquake**. However, this excludes earth tremors caused by mining operations.

3. **Leaks, flooding**

Overflowing of water apparatus; leakage of oil

You are covered for loss or damage to the contents of your home 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 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 work they are doing for you.

5. **Theft**

From your home; elsewhere on the property; away from the property

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

Forced entry

Forced entry occurs when your home is unoccupied, and someone gains entry by forcing or breaking something (like a window or lock). It also occurs when you (or friends or family) are at home, and someone gains entry by threatening you (as in an armed robbery), for example.

There may be times when the only people at your home are workers, such as your domestic employees or a contractor. In these cases, if anyone gains access to your home it will not qualify as forced entry.

Theft pay-out depends on circumstances

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 at your home. At other times, we pay less than the full sum insured, or simply a limited amount – for example, when the theft occurs away from your home. These lesser amounts are spelled out in the LIMIT SECTION.

Pay-out up to the sum insured

We pay out up to the sum insured for theft that occurs at your home.

This cover also applies:

- to theft when your contents are being moved by professional movers during a permanent change of address
- to theft when your contents are in transit to or from a furniture storage outlet or a bank safe deposit.

Limited pay-out

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

- theft from any other home or educational institution where you may be temporarily residing. However, this cover does not apply to boarding houses, communes or buildings of non-standard construction
- theft from any other occupied private home
- theft of outdoor furniture, implements and equipment; laundry; garden tools and implements; and swimming pool equipment, such as safety nets and covers.

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 outbuildings
- your place of employment
- any place used for furniture storage
- a bank safe deposit
- any other residence or educational institution; however, this cover does not apply to boarding houses, communes or buildings of non-standard construction
- your home if it is lent, let or sub-let
- an unattended vehicle while you are travelling on holiday
- the vehicle you are driving from a place of purchase, repair or renovation after a motor accident. This excludes items insured under the All Risks section.

Additional cover you can choose

Applies only if specified

In addition to the standard cover outlined in the preceding pages, you can also choose to be covered for loss and damage in the cases listed below.

Check your schedule now to see if you have chosen this additional cover:

Accidental damage inside your home	49
Accidental damage outside your home	49
Subsidence and landslip	50

Accidental damage inside your home

Your contents are covered for accidental loss or damage, whether inside your home or at your address.

Pay-out is limited

We will not pay more than the amount in the LIMIT SECTION.

Accidental damage does not include any of the following:

- depreciation, or gradual causes such as wear and tear, deterioration, rust, rising damp and mildew, corrosion or decay
- damage caused by moths, vermin or insects
- a cleaning, repairing or restoration process
- cracking or scratching (unless caused by theft, attempted theft, fire or explosion) of glassware, glass or other brittle articles other than jewellery, cameras, fixed glass or TV sets
- mechanical, electrical or electronic breakdown of electronic equipment, unless otherwise stated in the schedule
- the cost of reproduction or repair of data or software
- loss or damage caused by domestic animals
- loss or damage caused by wild animals or reptiles
- any loss claimable under another section of the policy.

Accidental damage outside your home

Your contents are covered for accidental loss or damage inside any other house of which the address is listed in the schedule.

Pay-out is limited

We will not pay more than the separate amounts in the LIMIT SECTION.

Accidental damage does not include any of the following:

- depreciation, or gradual causes such as wear and tear, deterioration, rust, rising damp and mildew, corrosion or decay
- damage caused by moths, vermin or insects
- loss or damage caused by wild animals or reptiles
- a cleaning, repairing or restoration process
- loss or damage to glass, glassware, porcelain or crystal unless caused by fire, theft or attempted theft
- loss of, or damage to mobile electronic devices such as mobile phones, portable computers, handheld devices and global positioning systems (GPS)
- any loss claimable under another section of the policy.

Subsidence and landslip

You are covered for loss or damage to contents on your property caused by subsidence (when the ground sinks) and landslip (when the ground slides). However, this cover does not apply when the subsidence or landslip results from:

- structural alterations, additions or repairs to your home or outbuildings
- defective or faulty design, materials or workmanship
- excavations, other than mining operations
- removal or weakening of the support to your home
- 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 heave (the upward movement of the soil under the building).

We also cover you for

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Accidental damage to audio-visual equipment	52
Accidental damage to aerials and satellite dishes	52
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Trauma counselling benefit	54
Veterinary expenses and medical benefit	54
Water leakage	55

All pay-outs limited

The pay-outs for the insured events described below are limited to the amounts specified in the LIMIT SECTION.

Accidental death

If you are under the age of 76, and you die within 12 months of sustaining an injury on your premises, we will pay you according to the limit for your age.

Accidental damage to audio-visual equipment

You are covered for accidental damage that occurs in your home to television sets, video recorders, decoders and sound-reproducing equipment.

However, this excludes damage due to mechanical, electrical or electronic breakdown.

Accidental damage to aerials and satellite dishes

You are covered for accidental damage that occurs on your premises to television aerials or satellite dishes belonging to you.

Accidental damage to glass tops

You are covered for accidental damage that occurs in your home to mirrors or sheet-glass that forms part of furniture or an appliance.

Clearing-up costs

We will pay for the cost of removing any household goods debris from your premises after a claim.

Credit/debit-card fraud

We will pay you 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. However, this does not include money and negotiable instruments, or any items insured under any other policy.

Domestic worker's property

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

Emergency services

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

Full-house (bowls)

If you score a full-house as an amateur bowler, you will be covered for the traditional celebratory expenses that usually accompany the event. The full-house must be certified by the bowling club.

Garden damage

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

Hole-in-one (golf)

If you score a hole-in-one as an amateur golfer, you will be covered for the traditional celebratory expenses that usually accompany the event. The hole-in-one must be certified by the golf club.

Keys, locks and remote controls

We will pay for the cost of replacing lost or damaged keys, locks and remote controls, including the call-out costs of a technician. This will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

Liability to third parties

You are covered as a tenant for liability to third parties, such as members of the public and the property owner. The details are described under the Personal Liability section on page 70.

Money

We will pay for loss of money or negotiable instruments, provided there are visible signs of violent and forced entry to or exit from your home.

Office contents

We will pay for loss or damage to any goods or equipment in your home that are legitimately used for office purposes – for example, in your home profession or any one-person business that you run on the premises.

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.

Power surge

We will pay for damage to your household contents that is caused by an electricity power surge on the distribution line of any public authority.

Refrigerator contents

We will pay for food that has gone off in your refrigerator or freezer as a result of mechanical or electrical breakdown, or a prolonged loss of electrical power.

This cover does not apply if your electricity has been cut off because you haven't paid your bill, or there is load-shedding by any public authority for less than 24 hours.

Damage to your fridge or freezer as a result of the power loss is not covered.

Rent

If your home becomes uninhabitable because of the effects of loss or damage as result of an insured event, we will cover you for the rental cost of living in alternative similar accommodation. This cover will apply until your home becomes habitable once more.

Security guards

If you need to employ security guards on your property to keep it safe as a result of an insured event, we will pay that cost – as long as it is both necessary and reasonable.

Telephones

You are covered for accidental damage to domestic fixed-line telephones inside your home. Cellphones are excluded.

Trauma counselling benefit

We will pay for professional counselling to help you cope with trauma if you should be the victim of theft, attempted theft, hold-up or hijacking.

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 your home
- domestic employee in the course of their employment.

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

Water leakage from underground pipes

We will pay for any additional charges on your municipal water bill that result from leakage of underground pipes on your property. This is subject to the following conditions:

- the additional charge for the latest quarter must exceed the average of the last four quarters by at least 50%
- the additional charges are not caused by:
 - leaking taps, geysers, toilet systems or swimming pools
 - loss of water from swimming pools or their pipes
- your home is not unoccupied for more than 60 days
- you immediately trace the leak and repair it at your own expense
- we will not pay for more than two events in any 12-month period.

What is not covered

Breakdown, vermin and damp

You are not covered for loss or damage resulting from the following:

- mechanical or electrical breakdown (unless specifically stated in the schedule)
- vermin, insects, mildew, damp, wet or dry rot, or any other gradually operating cause.

Certain specific items

Securities, manuscripts, medals, livestock, etc.

- negotiable securities such as deeds, bonds, bills of exchange, promissory notes and cheques
- manuscripts or documents of any kind
- prepaid phone cards or cellphone vouchers
- motor vehicles, motorcycles, scooters, golf carts, three-wheeled vehicles, quad-bikes, caravans, trailers and all fitted accessories
- aircraft, pleasure-craft, hang-gliders and their equipment
- livestock or other animals
- rare books, medals, stamps or coin collections, unless specified in the schedule
- any item that you specifically insure in this policy or any other policy.

Loss or damage from non-standard construction

Your policy is valid only if your home and outbuildings are of standard construction – i.e. the walls and roof are solidly built of material such as brick, stone or metal (see definition on page 42). Any exceptions to this requirement must be specified in the schedule.

Thatched roof

You cannot claim for loss or damage if your home has a thatched roof, unless this is specifically mentioned in the schedule.

Jewellery, rugs, etc. covered up to 30%

We will not pay you for more than 30% of the sum insured for loss or damage to precious metals and stones, jewellery, watches, furs, rugs and carpets.

Your specific responsibilities

Tell us if you change your address

You must tell us immediately if you permanently move to a new address. We may impose new terms, premiums and conditions.

Keep jewellery in a safe

You must keep all jewellery and watches valued at more than the amount stated in the LIMIT SECTION in a securely locked wall- or floor-mounted safe when not in use.

Provide us with jewellery certificates

Before your cover starts, you must provide us with a valuation certificate from a registered jeweller or valuator. If you do not, we will not pay you more than the amount stated in the LIMIT SECTION for jewellery, gold, silver, platinum, watches, and precious or semi-precious stones.

Do not leave the property unoccupied

Unless we have agreed to it, you will not be able to claim for theft from your home or any other home on the property if it is left unoccupied for more than 60 consecutive days during any 12-month calendar period. We may charge an additional premium to extend the cover.

Please note that the presence of your domestic worker on the property does not constitute occupation, even if they are living in any of the outbuildings, or in their domestic quarters.

Definition of "unoccupied"

Your home is unoccupied if you or any of the people who usually live there have all gone out, leaving it empty – for example, shopping for a few hours or on holiday for a few weeks. The presence of a domestic worker in the staff quarters or outbuildings does not change this definition.

Monitor the risk profile of your tenants

You must advise us as soon as possible of any change to the risk profile of any tenant residing on your property. An example is if your tenant changes the security arrangements. In such cases, we may impose additional terms and conditions.

Have these minimum security measures

You must have the minimum security measures as stated in the schedule in place on your property at all times, fully maintained and in working order:

burglar bars and security gates

- all opening windows, louvres and skylights must be protected by burglar bars
- security gates must be fitted to all exiting doors, and must be locked when your home is left unoccupied.

OR

alarm system

- the alarm must be linked to a 24-hour armed-response service
- the alarm must be working properly
- it must be activated when your home is left unoccupied
- you must change the generic code to your own unique code.

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

If you live in a security complex

If your home is listed in the schedule as being in a security complex, then you must have the following security measures in place at all times, fully maintained and in working order:

- 24-hour access control to the complex
- a perimeter wall (minimum 1.8 meters high) with electric fencing, alarmed and linked to either a 24-hour armed-response service or the guardhouse
- when your home is left unoccupied:
 - all windows must be closed and
 - all doors leading outside must be locked.

In addition, the following security measures also apply if stated in the schedule:

- all opening windows, louvres and skylights must be protected by burglar bars
- security gates must be fitted to all exiting doors, and must be locked when your home is left unoccupied
- an alarm system must be installed that complies with the following requirements:
 - the alarm must be linked to a 24-hour armed-response service
 - the alarm must be working properly
 - it must be activated when your home is left unoccupied
 - you must change the generic code to your own unique code.

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

All Risks

The section deals with insurance cover for a wide range of accidental damage

What is “All Risks”?

This covers a wide range of accidental loss or damage that typically occurs away from your home. It tends to involve items that you wear or carry, such as watches, handbags or accessories. The policy wording is **very strict** around the kind of loss or damage covered, and which of your many personal items you may claim for.



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Key terms to understand

You Includes your spouse and members of your immediate family who reside with you and are financially dependent on you

Unspecified property Clothing and personal effects that are either worn or carried with you. These tend to be low-value items such as pens, make-up and handbags. Unspecified property may also include sports equipment

Specified property Any item of property that is specifically listed in your schedule. These tend to be of high value, and typically include jewellery, watches and laptops

Make sure you understand the difference
between SPECIFIED and UNSPECIFIED

Paying out after a claim

How much we pay

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

For any claim under Unspecified Property, we will pay up to 20% of the sum insured for any one item. If you have chosen a sum insured of R10 000 we will pay up to R2 000 (20%) for any one item. This pay-out will never exceed the amount in the LIMIT SECTION.

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

Take the time now to check the 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 000 to replace, and your limit is R2 000 (20% of the sum insured of R10 000), we will pay the full R2 000. This pay-out will never exceed the amount in the LIMIT SECTION.

Specified item

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

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 the excess 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 if you are under-insured?

If you have insured your property for less than its 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.

Being under-insured

Your diamond ring is insured with us for R40 000, but the cost to replace it is R80 000.

This means you are under-insured by half (or 50%). So if R10 000 worth of the diamonds are lost, we can pay out only half of R10 000 – or R5 000. Equally, if the ring is lost, we pay only half of the replacement value of R80 000 – or R40 000.

What we cover you for

Loss or damage worldwide

We cover you for loss or damage anywhere in the world, from any accidental cause that is not specifically excluded in this section.

This includes even loss or damage that occurs while you are visiting overseas, so long as the duration of your stay does not exceed six months.

If you are overseas for more than six months, your All Risks cover is valid only in South Africa.

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. It includes sports equipment – but you can't claim for it if it breaks while you are playing.

The following items of unspecified property are **not covered**:

- vehicle sound equipment, cellphones, cassette tapes, or any other electronic device or disk that can be held in the hand
- spectacles, sunglasses or contact lenses
- stamp or coin collections
- camping equipment, or the contents of caravans
- golf clubs
- pedal-cycles
- computer equipment and accessories (laptops, notebooks, palmtops, iPads, etc.)
- property that is more specifically insured.

If you need cover for any of these items, you must specify them.

Specified property

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

This includes **caravan contents** such as household goods, whether in the caravan itself or the side tent.

What is not covered

The following specific items

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

- vehicles, motorcycles, scooters, three-wheeled vehicles, quad-bikes, golf carts, trailers, caravans, hang-gliders, aircraft or pleasure-craft – or any of their fitted equipment and accessories
- money, credit cards, debit cards, phone cards, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, manuscripts or documents of any kind
- cameras and photographic equipment used for professional purposes or for reward.

The following events

We do not cover you for loss or damage that is caused by:

- termites, insects, vermin, moths, or fumes
- flaws or defects, whether present when the item was new or discovered afterwards
- fluctuations in atmospheric or climatic conditions, or the effects of light
- any process of cleaning, dyeing or renovating
- the bursting, rusting, corrosion or deterioration of any firearm
- defective design, specification, construction or material
- lack of maintenance or upgrading
- any type of virus or malware (harmful software such as viruses or Trojans)
- chipping, scratching, denting or breakage of porcelain or similar articles of a fragile nature
- theft from an unattended vehicle unless:
 - the vehicle is locked, and
 - the insured property is out of view and concealed in a locked boot or locked compartment, and
 - there are clear signs of forced entry
- theft of pedal-cycles (or any of their parts), unless they are locked away in a building or securely locked to an immovable object
- electrical, electronic or mechanical breakdown, unless accompanied or caused by other insured damage.

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.

Keep jewellery in a safe

You must keep all jewellery or watches valued at more than the amount stated in the LIMIT SECTION in a securely locked wall- or floor-mounted safe when not in use.

Provide us with jewellery certificates

Before your cover starts, you must provide us with a valuation certificate from a registered jeweller or valuator for all items of jewellery. If you do not, we will not pay you more than the amount stated in the LIMIT SECTION for jewellery, gold, silver, platinum, watches, and precious or semi-precious stones.

Jewellery kept in a safe deposit

If items are kept in a bank safe deposit and indicated in the schedule as "BANK", cover will be valid only if they were actually in the bank safe deposit at the time of loss, theft or damage.

Personal Liability

The section deals with insurance cover for personal liability

What is “personal liability”?

It is simply money that you may have to pay other people (third parties), if you should cause them any injury, loss or damage by accident, or through your own negligence.



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Key terms to understand

You Includes yourself, your spouse and any members of your immediate family who normally reside with you and are financially dependent on you

Liability Refers to when you can be held legally liable for **accidental** loss or damage to property, or death or bodily injury to third parties

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.

Paying out after a claim

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 the LIMIT SECTION or schedule.

In some cases, the pay-out may be less than the maximum stated in the LIMIT SECTION if we decide that it represents a fair settlement. We may pay you 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. The LIMIT SECTION states that you are covered for this kind of event up to a maximum of R1 million. So we pay out the full R95 000.

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GENERAL PERSONAL LIABILITY

Accidental death, bodily injury or illness

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

Accidental loss or damage

We cover you 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

In the home you are renting

If you are renting the home you live in (i.e. you are a tenant), we cover you for the following instances of personal liability towards the property owner:

- damage to the building caused by an insured event specified under "Household Contents"
- damage to fixed sanitary-ware (for example, the bath or washbasin) or fixed glass (for example, windows or mirrors)
- damage to water, gas, sewerage, electricity or telephone connections to the building or outbuildings.

Towards your domestic worker

If you are a tenant, we also cover you for the following instances of personal liability towards your domestic worker, 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 workers that may feature elsewhere in this policy.

PROPERTY OWNER'S LIABILITY

For the home you own

If you own the private home, 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 worker

If you own the private home, we also cover you for the following instances of personal liability towards your domestic worker, 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 workers that may feature elsewhere in this policy.

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 you 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

The ownership of an electric fence which may lead to bodily injury or death.

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 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 outside South Africa
- 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

Judgments under US or Canadian law

You are not covered for liability arising from any judgment, award, payment or settlement made in a country that operates under the laws of the United States of America or Canada.

You are not covered either if there is a court order anywhere else in the world designed to enforce such a judgment, award, payment or settlement – unless the court order is enforceable in a South African court of law.

Agreements that create their own liability

You cannot, in an agreement you might sign with a third party (for example, a builder), accept liability for something that you could not reasonably be held liable for in the first place. For example, you cannot accept liability for the actions of a builder who is renovating your home, for that is clearly his responsibility.

Punitive fines, penalties or exemplary damages

We do not cover liability arising out of any punitive fines, penalties or exemplary damages that may be awarded against you.

Seepage, pollution and contamination

You are not covered for the cost of cleaning up, removing, nullifying or reinstating any property that has been lost or damaged by seepage, pollution or contamination.

Your employment, business or profession

We do not cover you for any liability arising from your employment, business or profession, unless you are covered under Business Liability on page 79.

Land and buildings

You are not covered for liability arising out of the ownership of any land or buildings, unless they are insured under the Buildings section of this policy, and the land is used for residential purposes.

Letting of property

We do not cover liability arising from the letting or renting of any property (whether movable or immovable) for monetary reward.

Use and ownership of vehicles

You are not covered for liability arising from your ownership or use of motor vehicles, quad-bikes, scooters or three-wheeled vehicles, motorcycles, golf carts, and aircraft or pleasure-craft (other than model aircraft, surfboards and paddle-skis). This also applies if the above vehicles are used by, or are in the custody of, your domestic staff.

Death or bodily injury to employees or family

We do not cover liability for death of, or bodily injury to, you or any member of your family, or any employee arising out of their employment by you.

Loss or damage to property

We do not cover you for loss or damage to property that:

- belongs to you, your family or your employee
- is in your custody and control
- is in the custody and control of your directors, members, trustees or beneficiaries, or members of their families who usually reside with them, if you are a company, close corporation or trust
- is covered under some other insurance policy.

No cover during structural alterations

We do not cover you for loss or damage to your home or outbuildings when these are being structurally altered, and the loss or damage is caused by these alterations.

Fraud, assault, reckless disregard

You are not covered for liability that arises out of:

- dishonest, fraudulent or malicious acts by you
- physical assault committed by you
- the reckless disregard by you of the possible consequences of your actions or omissions.

Your specific responsibilities

No promises or payments without our consent

You must take all reasonable steps to ensure that you do not make any admission, offer, promise or payment in relation to a claim without our written consent.

Tell us right away of claims

If you have reason to believe that a recent event may lead to a liability claim against you much later – perhaps years later – you must inform us immediately.

Legal Costs

This section deals with insurance cover for any legal costs that you may incur

What are "legal costs"?

These are costs that you may incur if ever you have to defend yourself against legal action, or if you are forced to take legal action against someone else.



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Key terms to understand

You	Includes yourself, your spouse and any members of your immediate family under the age of 21 who normally reside with you, and are financially dependent on you
Legal costs	Costs and expenses arising from a claim under this section, and for which you are liable

Paying out after a 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 specified in the LIMIT SECTION.

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.

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 payout from us will be R1 750.

What we cover you for

We cover you for legal costs and expenses, based on our tariffs and limits, arising out of any of the following only:

- **Civil action**
Any civil action by you or against you.
- **Criminal charge**
Defence of any criminal charge against you excluding a fine or bail that is levied against you.
- **Labour relations**
Any legal action by you or against you, in a labour court.
- **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 once only it has ended.

Please check your schedule now for the waiting periods that may apply to you.

Difference between civil action and criminal action

A civil action is when one person institutes legal proceedings against another person to protect their rights, or because they believe a wrong has been done to them. A successful outcome results in damages being awarded in favour of the winning party.

A criminal action is when legal proceedings are brought by the state against a person because they are believed to have committed a crime. If found guilty, the person is punished by a prison term, a fine or both.

What is not covered

We do not cover legal costs or expenses incurred in any legal matter relating to the following:

Matters where no provision is made for legal action, such as:

- adoption, servitude, or the declaration of rights
- administration of estates, or the drafting of legal contracts and appeals
- debt counselling

Business activities

- your business or occupation
- the renting or letting of property

The following legal actions

- copyright, patents and similar rights
- civil action by you against your attorney in his professional capacity
- civil action between the holders of this policy as listed in the schedule, except when this involves a family matter
- any action involving us (Hollard)
- any traffic offence that can be settled by an admission of guilt
- any action involving an insurance excess
- application procedures and ex parte applications
- any action outside South Africa

Unauthorised or non-legal costs

- any costs not specifically authorised by us
- any costs that do not appear on our tariffs
- any non-legal costs

Professional sports

- professional sports of any description

State security

- any act aimed at overthrowing the government or threatening its safety

Violence, dishonesty or immorality

- any act or omission where we reasonably believe there is an element of violence, dishonesty or immorality.

Vehicles

- any accident involving a vehicle, aircraft or watercraft while it is being used for racing
- any vehicle accident in the following cases:
 - it is not roadworthy
 - it is not legally licensed
 - you do not have a valid driver's licence
 - you are under the influence of intoxicating liquor or drugs, or the alcohol content in your blood exceeds the legal limit (this is irrespective of the method used to determine the degree of intoxication – for example, a breathalyser test or a blood test).

The scenarios outlined above also apply to any other person who may be driving or towing your vehicle with your permission.

Despite the exclusions listed above, we may, at our discretion and depending on the circumstances, examine the merits of a claim and decide to pay out.

Your specific responsibilities

Use our preferred legal adviser

We strongly recommend that you use our preferred legal advisers. However, should you prefer to 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 your 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 get our consent before incurring any legal costs or expenses; otherwise your claim may be rejected. So 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

This section deals with insurance cover for you in the event of personal accident

What is “personal accident”?

A personal accident is an event that causes you injury, disability or death. It can be a simple fall that results in a broken leg, or something more serious like a car crash that leaves you in a wheelchair.



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Key terms to understand

You	The insured person in whose name the policy is issued It also includes any other insured person or beneficiary named in the schedule
Bodily injury	Injury sustained by you as a result of violent, external and accidental means

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:

- death – as stated in the schedule
- medical benefit – as stated in the schedule
- disability – as shown in the disability table (page 97)

Who we pay

We pay you, or any person or beneficiary named in the schedule. In the event of your death, payment is made to your legal representatives, your estate or the person you have nominated in the policy as your beneficiary.

Age limit: 18-75

You can claim only if you are older than 18 years of age and younger than 75 years of age. No pay-outs will be made to anyone outside of this age limit, even if the claim is a valid one.

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 table on next page.

Note, too, that the pay-out for disability will be deducted from any amount payable for death caused by the same accident.

DISABILITY TABLE	
DISABILITY (Total and permanent)*	Percentage pay-out
Total and permanent disability from following any employment or occupation	100%
Loss of both hands or feet, or one hand and one foot	100%
Loss of all sight in one eye, and loss of one hand or one foot	100%
Loss of all sight in both eyes	100%
Loss of all sight in one eye	50%
Loss of hearing or speech	50%
Loss of hearing in one ear	15%
Loss of one hand	50%
Loss of arm from shoulder	75%
Loss of forearm	65%
Loss of one foot	50%
Loss of thigh	75%
Loss of leg at or below knee	65%
Loss of thumb (both phalanxes)	25%
Loss of thumb (one phalanx)	10%
Loss of index finger (three phalanxes)	10%
Loss of index finger (two phalanxes)	8%
Loss of index finger (one phalanx)	4%
Loss of finger other than thumb or index finger	5%
Loss of big toe	5%
Loss of any other toe	1%
Any permanent partial disability not specified above, other than loss of sense of taste or smell.	A percentage consistent with the above, without regard to your occupation

* The disability, or loss of use of the relevant parts of your body, cannot be of a temporary nature; it must be total and permanent. Loss includes loss of use, whether or not the limb or body part in question has been amputated.

What we cover you for

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
- medical expenses.

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

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 an 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 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.

Funeral benefit

In the event of an accident giving rise to a death claim, we will pay the benefit stated in the LIMIT SECTION as a contribution towards funeral expenses.

Trauma counselling

We will pay the benefit stated in the LIMIT SECTION if you require professional counselling as a result of a violent act of theft, hold-up, hijacking or unlawful assault.

What is not covered

Certain activities, actions or medical conditions

Skydiving, underground mining, self-injury, stress, etc.

High-risk sports

We do not cover claims resulting from the following sports where the risk involved is clearly high, with an increased chance of injury or death:

- parachuting, skydiving, bungee-jumping, bridge-jumping, base-jumping, hang-gliding, paragliding, polo, steeple-chase, rugby, sports of any kind on ice or snow, wrestling, martial arts, scuba diving and waterskiing
- speed or endurance tests, and racing (other than on foot)
- flying (other than as a passenger in a licensed passenger-carrying aircraft, piloted by a qualified person)
- big-game hunting
- mountaineering where the use of ropes or a guide is necessary.

High-risk occupations

We do not cover claims resulting from the following occupations where the risk involved is clearly high, with an increased chance of injury or death:

- a member of the armed forces
- a crewman on a ship or oil-rig
- underground mining and tunnelling
- the manufacture of ammunition and the refining of petroleum
- professional sport (for example, rugby, motor-racing).

Irresponsible actions

We do not cover claims resulting from the following irresponsible actions that clearly have a high risk of injury or death associated with them:

- suicide, attempted suicide and intentional self-injury
- wilful misconduct
- being drunk or under the influence of drugs.

Certain medical conditions

We do not cover claims resulting from the following medical conditions that have a high risk of injury or death associated with them:

- insanity and neurosis
- stress and any related conditions
- any physical disability, infirmity, illness or disease that you already had when the policy started.

Your specific responsibilities

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.

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.

Tell us of important changes

You must tell us immediately of any changes to your health or lifestyle that are likely to have an effect on your risk profile.

Examples are:

- a serious illness or any physical infirmity
- a career change that results in a more hazardous occupation.

Motor

The section deals with insurance cover for your motor vehicle

What is “motor vehicle”?

This is the vehicle that you drive most of the time. It can be a car, a 4x4 or a motorcycle. The insurance cover applies not just to the vehicle, but also to associated events such as breakdowns, roadside assistance and emergency hotel accommodation.



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Key terms to understand

You	Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you
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
Write-off	Your vehicle is so badly damaged that it cannot be repaired economically; or it has been stolen and cannot be recovered

Vehicle – full definition

Your vehicle includes all parts and accessories. 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 self-propelled, and which is designed or adapted for towing by a vehicle as described above
- a motorcycle, scooter, quad-bike, three-wheeled vehicle or golf cart
- any vehicle that is temporarily used by you as a replacement while your insured vehicle is out of use for the purpose of overhaul, upkeep or repair up to the sum insured in the schedule.

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.

Note that in both of the above categories, the following uses are excluded:

Travel for business, commercial or professional purposes; renting the vehicle out; the carrying of passengers for financial gain, whether on a fare-paying or hire basis; paid driving instruction; the carrying of trade samples or goods; racing or speeding of any sort; driving on a course or racetrack, whether as part of an event or not; towing a vehicle for financial gain; overloading your vehicle; or while in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle.

- **Private, work and business**
Private use (social, domestic, pleasure), all travel to and from work, as well as travel for business or professional purposes.

However it does not include travel for commercial purposes; renting the vehicle out; the carrying of passengers for financial gain, whether on a fare-paying or hire basis; paid driving instruction; the carrying of trade samples or goods; racing or speeding of any sort; driving on a course or racetrack, whether as part of an event or not; towing a vehicle for financial gain; overloading your vehicle; or while in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle.

Business travel or commercial travel?

If in the course of your work, you occasionally use your car for business reasons (typically, once or twice a week), then that is classified as business travel and is covered under this policy.

However, if the very nature of your work requires you to move around all the time (typically, several times a day), then that is commercial travel and is not covered under this policy.

Examples are estate agents, plumbers, sales representatives, electricians and garden-service companies.

If you are unsure of the category of use that applies to your vehicle, please check the schedule.

No carrying of explosives or hazardous goods

You may not, under any circumstances, use your vehicle to carry explosives or hazardous goods. Examples of such 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.

What is not covered

SPECIFIC EXCEPTIONS

Risks for your own expense

We do not cover you for loss or damage to your vehicle that results from the following risks:

- depreciation; wear and tear; gradually operating causes; mechanical, electrical or electronic breakdown, failure or breakage
- damage to the engine, suspension, or tyres and rims, unless some other part of the vehicle is damaged at the same time
- theft of spares or accessories of your vehicle, unless the vehicle is stolen at the same time
- loss or damage arising from the fact that your vehicle is unroadworthy, or hasn't been maintained
- loss or damage arising from the fact that your vehicle was defectively designed or constructed
- loss or damage resulting from the actions of domestic pets – for example, scratching, biting, chewing, tearing or soiling
- exposing your vehicle to situations that clearly have a high risk of loss or damage associated with them, such as crossing a swollen river or dune-bashing.

Driving under the influence

There is no cover for loss, damage, injury or liability that arises when you are driving or towing your vehicle while:

- under the influence of intoxicating liquor or drugs; or
- the alcohol content in your blood exceeds the legal limit.

This is irrespective of the method used to determine the degree of intoxication – for example, a breathalyser test or a blood test.

This also applies to any other person who may be driving or towing your vehicle with your permission.

The following instances of liability

Although we do cover you for general liability towards third parties, this does not include the following specific cases:

- compensation payable by any compulsory motor-vehicle insurance legislation
- death of, or bodily injury to:
 - a member of your family who usually resides with you
 - any person being carried in a vehicle, a trailer or caravan, or on the pillion of any motorcycle, scooter, three-wheeled vehicle, quad bike or in a golf cart
 - any person on or getting in or out of a motorcycle, scooter, golf cart, three-wheeled vehicle or quad-bike
 - an employee, other than domestic staff of you or your family, who is killed or injured in the course of their employment
 - any person who has the right to claim from the Road Accident Fund Act, 56 of 1996, or any similar legislated fund, regardless of whether it is financially able to pay the compensation that is being sought
 - death of, or bodily injury to any person, arising directly from the fact that your vehicle is unroadworthy
- damage to property belonging to your family or that is in your custody or held in trust
- damage to property arising directly from the fact that your vehicle is unroadworthy
- damage to property carried in your vehicle, or any trailer or caravan attached to it
- loss or damage arising from the fact that your vehicle is unroadworthy or not maintained.

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)
- driven on an aviation apron or runway
- driven underground in a mine.

Your specific responsibilities

We could reject your claim

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

Check your security/tracking device

In the event of a claim, you must be able to prove to us that any security or tracking device required by us:

- was already installed at the time of the event, and was activated and working
- is self-testing, or had been tested within the previous 6 months.

You must also be able to show us that you immediately reported any theft or hijacking to the tracking company, and that your contract was active and paid up.

You must have a driver's licence

In the event of a claim, you must be able to show us that you had a valid driver's or learner's licence at the time. For the learner's licence, you must be able to show that you were accompanied by a licensed driver. You must also be able to prove that you have not been charged or convicted of reckless or negligent driving. This also applies to any person who may drive your vehicle with your consent.

Notify us of certain traffic offences

You must notify us if any of the following occurs:

- you have had your driver's licence endorsed, suspended or cancelled
- you have been charged or convicted of reckless or negligent driving
- you have been charged for driving under the influence
- you have been charged for driving while your blood alcohol concentration exceeded the legal limit
- you have failed a breathalyser test.

This also applies to any person who may have been driving your vehicle at the time with your permission.

Unauthorised use of your vehicle

If anyone uses your vehicle without your knowledge or consent, you must lay a criminal charge against them within 48 hours. You may not withdraw the charge, even if your vehicle is later returned to you.

Be aware of the limits of indemnity

If more than one person is entitled to indemnity, any limitation applies to the total amount, and you will be given priority.

In other words, you will be paid out first, according to your limit, even if it means that the other person gets less than they are entitled to.

Take out separate insurance in neighbouring countries

If your vehicle is lost or damaged in one of the neighbouring countries where this policy is valid, the following conditions apply:

- If separate third-party liability insurance specific to the country concerned is required, we will not indemnify you for any legal liability that you may incur while using your vehicle there; so you are strongly advised to take out the required insurance in that country, and not rely on the cover of this policy
- We will compensate you for any amounts in excess of, or not recoverable from, the particular third-party liability insurance required, subject to the laws of South Africa; so if all you get is R10 000, but you claimed for R25 000, we will pay you the difference of R15 000
- 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.

Paying out after a claim

How we pay out after a claim depends on the type of insurance cover you have selected. The three types of cover are:

1. **Comprehensive cover**

You are covered for ALL accidental loss or damage to your vehicle,
as well as liability to any third party.

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2. **Third party, fire and theft**

You are covered ONLY for accidental loss or damage to your vehicle
caused by fire and theft, as well as liability to any third party.

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3. **Third party only**

You are NOT covered for accidental loss or damage to your vehicle;
ONLY the third party is.

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If you are unsure of the cover that applies to you, please check the schedule.

Comprehensive cover

You are covered for ALL accidental loss or damage to your vehicle, as well as liability to any third party

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WHAT WE COVER YOU FOR

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're 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.

HOW MUCH WE PAY

Repairing or replacing your vehicle

We will not pay more than the sum insured stated in the schedule.

Do we fix the car or get you a new one?

Once we have assessed your damaged vehicle, we may repair it if it makes economic sense – or we may replace it.

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 you its retail value according to the Auto Dealers or Commercial Vehicle Guide (published by TransUnion Auto (Pty) Ltd).

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 you 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 isn't 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 (but not by air).

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 R10 000 for the repair of your car, and the excess for that claim is R1 000, your net pay-out from us will be R9 000.

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.

SAFEGUARDING YOUR VEHICLE

Towing your vehicle to a place of safety

Accident

If your vehicle is immobilised and cannot be driven away as a result of an accident, we will pay for it to be towed to a place of safety. We will also pay for any emergency repairs that enable you to continue on your journey, but you must obtain a detailed quotation first.

This must not exceed the limit in the LIMIT SECTION.

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 for this only once every 12 months, up to the limit in the LIMIT SECTION.

LIABILITY TO THIRD PARTIES

Pay-outs are always limited

When you claim for liability to third parties, your pay-out will always be limited to a specific amount in any 12-month period. These amounts are stated in the LIMIT SECTION or schedule.

However, note that we may in some instances pay out less than the limit, if we decide that it represents a fair settlement, or if we decide that it is the best way to finalise a claim.

We may pay you 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.

Accident, death, damage

We will pay for your legal liability towards a third party if your vehicle is involved in an event that causes:

- bodily injury to any person, or the accidental death of that person
- damage to property
- fire or explosion.

Other people using your vehicle

If someone else is driving your vehicle with your permission, they too will be covered for liability as described above, provided that they:

- have never, to your knowledge, been refused insurance
- are not entitled to compensation under any other policy
- comply with the terms of this policy.

Using a vehicle that does not belong to you

We will pay for legal liability if you use a vehicle that does not belong to you, provided that:

- you are the driver at the time of the incident
- the vehicle is a private car or light delivery vehicle
- you do not own the vehicle, it is not leased to you, and you are not purchasing it in terms of a credit agreement
- loss or damage to the vehicle is excluded.

WE ALSO COVER YOU FOR

Window glass 118

Sound equipment 118

Limits apply to the following:

– Emergency hotel expenses 118

– Keys, locks and remote controls 118

– Medical benefit 118

– Trauma counselling 118

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

Window glass

You are covered for accidental damage to any fitted window glass, such as the windscreen and side windows. A claim for window glass will not affect your premium. (Refer to page 17)

Sound equipment

We will pay for accidental loss or damage to any factory-fitted sound equipment in your vehicle. If the sound equipment is not factory-fitted, it must be specified separately in the schedule.

Any theft or attempted 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. (Refer to page 17)

Limits apply below

We also cover you for the events listed below, but only up to the limits in the LIMIT SECTION.

Emergency hotel expenses

We will pay for up to 2 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.

Keys, locks and remote controls

We will pay for the cost of replacing lost or damaged keys, locks and remote controls, including call-out costs of a technician and the reprogramming of any coded alarm system, key or remote control. This will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

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.

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.

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.

Paying off your vehicle

If your vehicle is a write-off and you are still paying it off, we will settle the amount still outstanding. The amount paid out is calculated as if your credit agreement was an instalment agreement paid in equal instalments over a number of years.

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
- any higher amounts outstanding as a result of a residual/balloon payment¹, credit agreement, or unequal instalments over the agreement period.

Car hire

We will arrange a rental car for you if your vehicle is damaged or stolen. The maximum capacity of the rental vehicle will not exceed 1600 cc.

The rental will be on an unlimited-mileage basis, excluding the cost of fuel, lubricants or maintenance, and subject to the standard conditions of the rental company.

Make sure you are fully aware of the terms and conditions of the rental contract you sign with the rental company to avoid not having cover in the event of loss or damage.

The rental must start within 21 days after a theft, or 10 days after an accident. It will end one day after your vehicle is repaired, replaced, or we have paid you.

The rental will not exceed 30 days for theft claims and 14 days for all other claims.

¹ A final payment on a credit agreement that is significantly larger than the usual instalments, and pays off the entire debt.

Extension of liability

You are already covered for liability to third parties, as explained earlier on page 116. However, here we extend that cover to include not just you, but any organisation of which you are a director, a partner, a member of a close corporation or a sole proprietor. This is on condition that the organisation is not involved in the hiring of vehicles or the carrying of fare-paying passengers.

Note, too, that this extended cover does not apply to any loss or damage that is insured under any other policy – or would be but for the existence of this extended cover.

In all cases, this extended cover is only ever valid if the vehicle is being used in accordance with the conditions of use as described on page 105 applicable to the specific vehicle.

Third party, fire and theft

**You are covered ONLY for accidental loss or damage to your vehicle caused by fire and theft,
as well as liability to any third party**

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WHAT WE COVER YOU FOR

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's because the damage to your car is not caused by fire or theft.

However, if your car is stolen from a shopping centre, we will pay for the loss because it is caused by theft.

HOW MUCH WE PAY**Repairing or replacing your vehicle**

We will not pay more than the sum insured stated in the schedule.

Do we fix the car or get you a new one?

Once we have assessed your damaged vehicle following theft or fire, we may repair it if it makes economic sense – or we may replace it.

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 you its retail value according to the Auto Dealers or Commercial Vehicle Guide (published by TransUnion Auto (Pty) Ltd).

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 you the new list price of a new one. This also applies when your vehicle is a write-off due to fire, or has been stolen.

If a part is not available

If a part needed for the repair of your vehicle isn't 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 (but not by air).

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 excess schedule.

Example

If you successfully claim R10 000 for the repair of your car, and the excess for that claim is R1 000, your net pay-out from us will be R9 000.

SAFEGUARDING YOUR VEHICLE

Towing your vehicle to a place of safety

Accident

If your vehicle is immobilised and cannot be driven 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 that enable you to continue on your journey, but you must obtain a detailed quotation first. This must not exceed the limit in the LIMIT SECTION.

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 in the LIMIT SECTION.

LIABILITY TO THIRD PARTIES

Pay-outs are always limited

When you claim for liability to third parties, your pay-out will always be limited to a specific amount in any 12-month period. These amounts are stated in the LIMIT SECTION or schedule.

However, note that we may in some instances pay out less than the limit, if we decide that it represents a fair settlement, or if we decide that it is the best way to finalise a claim.

We may pay you 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.

Accident, death, damage

We will pay for your legal liability towards a third party if your vehicle is involved in an event that causes:

- bodily injury to any person, or the accidental death of that person
- damage to property
- fire or explosion.

Other people using your vehicle

If someone else is driving your vehicle with your permission, they too will be covered for liability as described above, provided that they:

- have never, to your knowledge, been refused insurance
- are not entitled to compensation under any other policy
- comply with the terms of this policy.

Using a vehicle that does not belong to you

We will pay for legal liability if you use a vehicle that does not belong to you, provided that:

- you are the driver at the time of the incident
- the vehicle is a private car or light delivery vehicle
- you do not own the vehicle, it is not leased to you, and you are not purchasing it in terms of a credit agreement
- loss or damage to the vehicle is excluded.

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.

Extension of liability

You are already covered for liability to third parties as explained earlier on page 125. However, here we extend that cover to include not just you, but any organisation of which you are a director, a partner, a member of a close corporation or a sole proprietor. This is on condition that the organisation is not involved in the hiring of vehicles or the carrying of fare-paying passengers.

Note, too, that this extended cover does not apply to any loss or damage that is insured under any other policy – or would be but for the existence of this extended cover.

In all cases, this extended cover is only ever valid if the vehicle is being used in accordance with the conditions of use as described on page 105 applicable to the specific vehicle.

Third party only

You are NOT covered for accidental loss or damage to your vehicle; ONLY the third party is

What we cover you for 128

Liability to third parties 129

WHAT WE COVER YOU FOR

Third party only

You are NOT covered for accidental loss or damage to the insured vehicle; only the third party is.

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.

LIABILITY TO THIRD PARTIES

Pay-outs are always limited

When you claim for liability to third parties, your pay-out will always be limited to a specific amount in any 12-month period. These amounts are stated in the LIMIT SECTION or schedule.

However, note that we may in some instances pay out less than the limit, if we decide that it represents a fair settlement, or if we decide that it is the best way to finalise a claim.

We may pay you 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.

Accident, death, damage

We will pay for your legal liability towards a third party if your vehicle is involved in an event that causes:

- bodily injury to any person, or the accidental death of that person
- damage to property
- fire or explosion.

Example

If you're travelling on the highway and smash into the car in front of you, we will pay only for the damage to the other car. Your own vehicle is never covered, irrespective of any loss or damage it may sustain.

Other people using your vehicle

If someone else is driving your vehicle with your permission, they too will be covered for liability as described above, provided that they:

- have never, to your knowledge, been refused insurance
- are not entitled to compensation under any other policy
- comply with the terms of this policy.

Using a vehicle that does not belong to you

We will pay for legal liability if you use a vehicle that does not belong to you, provided that:

- you are the driver at the time of the incident
- the vehicle is a private car or light delivery vehicle
- you do not own the vehicle, it is not leased to you, and you are not purchasing it in terms of a credit agreement
- loss or damage to the vehicle is excluded.

Motorcycle

The section deals with insurance cover for your motorcycle

What is “motorcycle”?

A motorcycle can also be a scooter, quad-bike, three-wheeled vehicle or a self-propelled lawnmower. The insurance cover applies not just to the motorcycle, but also to associated events such as breakdowns and roadside assistance.



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Key terms to understand

You Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you

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

Write-off Your motorcycle is so badly damaged that it cannot be repaired economically; or it has been stolen and cannot be recovered

Conditions of use of your motorcycle

How you may use your motorcycle

This insurance policy carefully defines how you may use your motorcycle in order for the cover to be valid.

There are two 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.

Note that the following uses are excluded:

Travel for business, commercial or professional purposes; renting the motorcycle out; the carrying of passengers for financial gain, whether on a fare-paying or hire basis; paid driving instruction; the carrying of trade samples or goods; racing or speeding of any sort; driving on a course or racetrack, whether as part of an event or not; towing a vehicle for financial gain; overloading your motorcycle; or while in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the motorcycle.

Business travel or commercial travel?

If in the course of your work, you occasionally use your motorcycle for business reasons (typically, once or twice a week), then that is classified as business travel and is covered under this policy.

However, if the very nature of your work requires you to move around all the time (typically, several times a day), then that is commercial travel and is not covered under this policy.

Examples are estate agents, plumbers, sales representatives and electricians.

If you are unsure of the category of use that applies to your motorcycle, please check the schedule.

No carrying of explosives or hazardous goods

You may not, under any circumstances, use your motorcycle to carry explosives or hazardous goods. Examples of such goods are nitroglycerine or dynamite; chemicals or compressed gas; gas in liquid form; hazardous waste; liquid petroleum.

No using your motorcycle as a courier or transport contractor

You may not, under any circumstances, use your motorcycle as a courier or transport contractor.

No carrying of fare-paying passengers

You may not, under any circumstances, use your motorcycle as a taxi to carry fare-paying passengers.

No overloading of goods

You may not, under any circumstances overload your motorcycle when you transport goods.

What is not covered

SPECIFIC EXCEPTIONS

Risks for your own expense

We do not cover you for loss or damage to your motorcycle that results from the following risks:

- depreciation; wear and tear; gradually operating causes; mechanical, electrical or electronic breakdown, failure or breakage
- damage to the engine, suspension, or tyres and rims, unless some other part of the motorcycle is damaged at the same time
- theft of spares or accessories of your motorcycle, unless the motorcycle is stolen at the same time
- loss or damage arising from the fact that your motorcycle is unroadworthy, or hasn't been maintained
- loss or damage arising from the fact that your motorcycle was defectively designed or constructed
- loss or damage resulting from the actions of domestic pets – for example, scratching, biting, chewing, tearing or soiling
- exposing your motorcycle to situations that clearly have a high risk of loss or damage associated with them, such as riding on one wheel (doing a wheelie). If we maintain that you have exposed your motorcycle to such situations, you have to prove the contrary.

Driving under the influence

There is no cover for loss, damage, injury or liability that arises when you are towing your motorcycle while:

- under the influence of intoxicating liquor or drugs; or
- the alcohol content in your blood exceeds the legal limit.

This is irrespective of the method used to determine the degree of intoxication – for example, a breathalyser test or a blood test.

This also applies to any other person who may be driving your motorcycle with your permission.

The following instances of liability

Although we do cover you for general liability towards third parties, this does not include the following specific cases:

- loss or damage as result of your motorcycle being unroadworthy or not being maintained compensation payable by any compulsory motor insurance legislation death of, or bodily injury to:
 - a member of your family who usually resides with you
 - any person being carried on a motorcycle, scooter, quad bike, three-wheeled vehicle or in a golf cart
 - any person getting onto or off a motorcycle, scooter, golf cart, three-wheeled vehicle or quad bike
 - an employee, other than domestic staff of you or your family, who is killed or injured in the course of their employment
 - any person who has the right to claim from the Road Accident Fund Act, 56 of 1996, or any similar legislated fund, regardless of whether it is financially able to pay the compensation that is being sought
 - death of, or bodily injury to any person, arising directly from the fact that your motorcycle is unroadworthy
- damage to property belonging to your family that is in your custody or held in trust
- damage to property arising directly from the fact that your motorcycle is unroadworthy or not maintained
- damage to property carried on your motorcycle.

Sea, airports and mines

We do not cover you for any loss or damage to your motorcycle if it is:

- transported by sea (other than between ports within South Africa)
- driven on an aviation apron or runway
- driven underground in a mine.

Your specific responsibilities

We could reject your claim

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

Check your security/tracking device

In the event of a claim, you must be able to prove to us that any security or tracking device required by us:

- was already installed at the time of the event, and was activated and working
- is self-testing, or had been tested within the previous 6 months.

You must also be able to show us that you immediately reported any theft or hijacking to the tracking company, and that your contract was active and paid up.

You must have a driver's licence

In the event of a claim, you must be able to show us that you had a valid driver's or learner's licence at the time. This also applies to any person driving your motorcycle with your permission.

You must also be able to prove that you, or any other driver, have not been charged or convicted of reckless or negligent driving.

Notify us of certain traffic offences

You must notify us if any of the following occurs:

- you have had your driver's licence endorsed, suspended or cancelled
- You have been charged or convicted of reckless or negligent driving
- You have been charged for driving under the influence
- you have been charged for driving while your blood alcohol concentration exceeded the legal limit
- you have failed a breathalyser test.

This also applies to any person who may have been driving your motorcycle with your permission.

Unauthorised use of your motorcycle

If anyone uses your motorcycle without your knowledge or consent, you must lay a criminal charge against them within 48 hours. You may not withdraw the charge, even if your motorcycle is later returned to you.

Be aware of the limits of indemnity

If more than one person is entitled to indemnity, any limitation applies to the total amount, and you will be given priority.

In other words, you will be paid out first, according to your limit, even if it means that the other person gets less than they are entitled to.

Take out separate insurance in neighbouring countries

If your motorcycle is lost or damaged in one of the neighbouring countries where this policy is valid, the following conditions apply:

- you are covered only while the motorcycle is being used for social, domestic and private purposes
- if separate third-party liability insurance specific to the country concerned is required, we will not indemnify you for any legal liability that you may incur while using your motorcycle there; so you are strongly advised to take out the required insurance in that country, and not rely on the cover of this policy
- we will compensate you for any amounts in excess of, or not recoverable from, the particular third-party liability insurance required, subject to the laws of South Africa; so if all you get is R10 000, but you claimed for R25 000, we will pay you the difference of R15 000
- if you have a valid claim, we may decide either to have the motorcycle repaired in the country concerned, or have you bring it back to South Africa for repairs.

Paying out after a claim

How we pay out after a claim depends on the type of insurance cover you have selected. The three types of cover are:

1. **Comprehensive cover**

You are covered for ALL accidental loss or damage to your motorcycle,
as well as liability to any third party.

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2. **Third party, fire and theft**

You are covered ONLY for accidental loss or damage to your motorcycle
caused by fire and theft, attempted theft, as well as liability to any third party.

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3. **Third party only**

You are NOT covered for accidental loss or damage to your motorcycle;
ONLY the third party is.

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If you are unsure of the cover that applies to you, please check the schedule.

Comprehensive cover

You are covered for ALL accidental loss or damage to your motorcycle, as well as liability to any third party

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WHAT WE COVER YOU FOR

All loss and damage covered

You are covered for accidental loss or damage to your motorcycle from any accidental cause, as well as any resulting liability to third parties.

Example

Your motorcycle accidentally smashes into a car. We will pay for the damage to your motorcycle, as well as damage to the car.

HOW MUCH WE PAY

Repairing or replacing your motorcycle

We will not pay more than the sum insured stated in the schedule.

Do we fix the motorcycle or get you a new one?

Once we have assessed your damaged motorcycle, we may repair it if it makes economic sense – or we may replace it.

If your motorcycle is more than 12 months old

If your motorcycle is more than 12 months old and cannot be repaired, we will pay you its retail value according to the Motorcycle Dealers Guide (published by TransUnion Auto (Pty) Ltd) information.

If your motorcycle is less than 12 months old

If you are the first registered owner of your motorcycle, and it is less than 12 months old, we may replace it with a similar motorcycle or pay you the list price of a new one. This applies when your motorcycle is a write-off.

If a part is not available

If a part needed for the repair of your motorcycle isn't 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 (but not by air).

You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement, even if it is not your fault. This is known as the excess, and is listed in the excess schedule.

Example

If you successfully claim R10 000 for the repair of your motorcycle, and the excess for that claim is R1 000, your net pay-out from us will be R9 000.

Your bank may take part of your pay-out

If you are financing your motorcycle 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 motorcycle.

SAFEGUARDING YOUR MOTORCYCLE**Delivering your motorcycle to a place of safety*****Accident***

If your motorcycle cannot be removed by you as a result of an accident, we will pay for delivering it to a place of safety. We will also pay for any emergency repairs that enable you to continue on your journey, but you must obtain a detailed quotation first. This must not exceed the limit in the LIMIT SECTION.

Breakdown

If your motorcycle is immobilised as a result of a mechanical or electrical breakdown, we will pay for delivering it to a place of safety. We will pay this only once every 12 months, up to the limit in the LIMIT SECTION.

LIABILITY TO THIRD PARTIES

Payouts are always limited

When you claim for liability to third parties, your pay-out will always be limited to a specific amount in any 12-month period. These amounts are stated in the LIMIT SECTION or schedule.

However, note that we may in some instances pay out less than the limit, if we decide that it represents a fair settlement, or if we decide that it is the best way to finalise a claim.

We may pay you 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.

Accident, death, damage

We will pay for your legal liability towards a third party if your motorcycle is involved in an event that causes:

- bodily injury to any person, or the accidental death of that person
- damage to property
- fire or explosion.

Other people using your motorcycle

If someone else is using your motorcycle with your permission, they too will be covered for liability as described above, provided that they:

- have never, to your knowledge, been refused insurance
- are not entitled to compensation under any other policy
- comply with the terms of this policy.

Using a motorcycle that does not belong to you

We will pay for legal liability if you use a motorcycle that does not belong to you provided that:

- you are the driver at the time of an incident
- the motorcycle is a private motorcycle
- you do not own the motorcycle, it is not leased to you and you are not purchasing it in terms of a credit agreement
- loss or damage to the motorcycle is excluded.

WE ALSO COVER YOU FOR

Limits apply below

We also cover you for the events listed below, but only up to the limits in the LIMIT SECTION.

Emergency hotel expenses

We will pay for up to 2 days of necessary emergency hotel expenses if you are stranded as a result of an accident or the theft of your motorcycle that you are allowed to claim for. You can claim this cover only once every 12 months.

Keys, locks and remote controls

We will pay for the cost of replacing lost or damaged keys, locks and remote controls, including call-out costs of a technician and the reprogramming of any coded alarm system. This will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

Medical benefit

We will pay the medical benefit in respect of any person on the motorcycle who sustains bodily injury as a direct result of an insured event involving the motorcycle.

Trauma counselling benefit

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.

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.

Paying off your motorcycle

If your motorcycle is a write-off and you are still paying it off, we will settle the amount still outstanding. The amount paid out is calculated as if your credit agreement was an instalment agreement paid in equal instalments over a number of years.

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
- any higher amounts outstanding as a result of a residual/balloon payment², credit agreement, or unequal instalments over the agreement period.

The maximum amount we will pay is the limit of liability that applies to your motorcycle in the schedule.

² A final payment on a credit agreement that is significantly larger than the usual instalments, and pays off the entire debt.

Third party, fire and theft

**You are covered ONLY for accidental loss or damage to your motorcycle caused by fire and theft,
as well as liability to any third party**

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WHAT WE COVER YOU FOR

Third party, fire and theft

You are covered for accidental loss or damage to the insured motorcycle 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's because the damage to your motorcycle is not caused by fire or theft.

However, if your motorcycle is stolen from a shopping centre, we will pay for the loss because it is caused by theft.

HOW MUCH WE PAY**Repairing or replacing your motorcycle**

We will not pay more than the sum insured stated in the schedule.

Do we fix the motorcycle or get you a new one?

Once we have assessed your damaged motorcycle following theft or fire, we may repair it if it makes economic sense – or we may replace it.

If your motorcycle is more than 12 months old

If your motorcycle is more than 12 months old and cannot be repaired, we will pay you its retail value according to the Motorcycle Dealers Guide (published by TransUnion Auto (Pty) Ltd).

If your motorcycle is less than 12 months old

If you are the first registered owner of your motorcycle, and it is less than 12 months old, we may replace it with a similar motorcycle or pay you the list price of a new one. This applies when your motorcycle is a write-off due to fire, or has been stolen.

If a part is not available

If a part needed for the repair of your motorcycle isn't 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 (but not by air).

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 excess schedule.

Example

If you successfully claim R10 000 for the repair of your motorcycle following a fire or theft claim, and the excess for that claim is R1 000, your net pay-out from us will be R9 000.

SAFEGUARDING YOUR MOTORCYCLE

Delivering your motorcycle to a place of safety

Accident

If your motorcycle cannot be removed by you as a result of a fire or attempted theft, we will pay for delivering it to a place of safety. We will also pay for any emergency repairs that enable you to continue on your journey, but you must obtain a detailed quotation first. This must not exceed the limit in the LIMIT SECTION.

Breakdown

If your motorcycle is immobilised as a result of a mechanical or electrical breakdown, we will pay for delivering to a place of safety. We will only pay this once every 12 months, up to the limit in the LIMIT SECTION.

LIABILITY TO THIRD PARTIES

Pay-outs are always limited

When you claim for liability to third parties, your pay-out will always be limited to a specific amount in any 12-month period. These amounts are stated in the LIMIT SECTION or schedule.

However, note that we may in some instances pay out less than the limit, if we decide that it represents a fair settlement, or if we decide that it is the best way to finalise a claim.

We may pay you 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.

Accident, death, damage

We will pay for your legal liability towards a third party if your motorcycle is involved in an event that causes:

- bodily injury to any person, or the accidental death of that person
- damage to property
- fire or explosion.

Other people using your motorcycle

If someone else is using your motorcycle with your permission, they too will be covered for liability as described above, provided that they:

- have never, to your knowledge, been refused insurance
- are not entitled to compensation under any other policy
- comply with the terms of this policy.

Using a motorcycle that does not belong to you

We will pay for legal liability if you use a motorcycle that does not belong to you provided that:

- you are the driver at the time of an incident
- the motorcycle is a private motorcycle
- you do not own the motorcycle, it is not leased to you and you are not purchasing it in terms of a credit agreement
- loss or damage to the motorcycle is excluded.

Third party only

You are NOT covered for accidental loss or damage to your motorcycle; ONLY the third party is

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WHAT WE COVER YOU FOR

Third party only

You are NOT covered for accidental loss or damage to the insured motorcycle; only the third party is.

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 motorcycle is never covered, irrespective of any loss or damage it may sustain.

LIABILITY TO THIRD PARTIES

Pay-outs are always limited

When you claim for liability to third parties, your pay-out will always be limited to a specific amount in any 12-month period. These amounts are stated in the LIMIT SECTION or schedule.

However, note that we may in some instances pay out less than the limit, if we decide that it represents a fair settlement, or if we decide that it is the best way to finalise a claim.

We may pay you 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.

Accident, death, damage

We will pay for your legal liability towards a third party if your motorcycle is involved in an event that causes:

- bodily injury to any person, or the accidental death of that person
- damage to property
- fire or explosion.

Other people using your motorcycle

If someone else is driving your motorcycle with your permission, they too will be covered for liability as described above, provided that they:

- have never, to your knowledge, been refused insurance
- are not entitled to compensation under any other policy
- comply with the terms of this policy.

Using a motorcycle that does not belong to you

We will pay for legal liability if you use a motorcycle that does not belong to you provided that:

- you are the driver at the time of the incident
- the motorcycle is a private motorcycle
- you do not own the motorcycle, it is not leased to you, and you are not purchasing it in terms of a credit agreement
- loss or damage to the motorcycle is excluded.

Caravan and Trailer

The section deals with insurance cover for your caravan and trailer

What is “caravan and trailer”?

It is an unpowered vehicle designed to be towed by a motor vehicle. The insurance cover applies not just to the caravan/trailer, but also to associated events such as breakdowns and roadside assistance.



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Key terms to understand

You Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you

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

Write-off Your caravan/trailer is so badly damaged that it cannot be repaired economically; or it has been stolen and cannot be recovered

Conditions of use of your caravan and trailer

How you may use your caravan/trailer

This insurance policy carefully defines how you may use your caravan/trailer in order for the cover to be valid.

- **Private use**
Private use – social, domestic and pleasure use only

Note that the following uses are excluded:

Travel for business, commercial or professional purposes; renting the caravan/trailer out; the carrying of passengers for financial gain, whether on a fare-paying or hire basis; paid driving instruction; the carrying of trade samples or goods; racing or speeding of any sort; driving on a course or race track, whether as part of an event or not; towing a vehicle for financial gain; overloading your caravan/trailer; or while in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the caravan/trailer.

Business travel or commercial travel?

If in the course of your work, you occasionally use your caravan/trailer for business reasons (typically, once or twice a week), then that is classified as business travel and is covered under this policy.

However, if the very nature of your work requires you to move around all the time (typically, several times a day), then that is commercial travel and is not covered under this policy.

Examples are estate agents, plumbers, sales representatives, electricians and garden-service companies.

If you are unsure of the category of use that applies to your caravan/trailer, please check the schedule.

No carrying of explosives or hazardous goods

You may not, under any circumstances, use your caravan/trailer to carry explosives or hazardous goods. Examples of such goods are nitroglycerine or dynamite; chemicals or compressed gas; gas in liquid form; hazardous waste; liquid petroleum.

No using your caravan/trailer as a courier or transport contractor

You may not, under any circumstances, use your caravan/trailer as a courier or transport contractor.

No carrying of fare-paying passengers

You are not permitted to use your caravan/trailer as a bus or taxi to carry fare-paying passengers.

No overloading of goods

You may not, under any circumstances overload your caravan/trailer when you transport goods.

What is not covered

SPECIFIC EXCEPTIONS

Risks for your own expense

We do not cover you for loss or damage to your caravan/trailer that results from the following risks:

- depreciation; wear and tear; gradually operating causes; mechanical, electrical or electronic breakdown, failure or breakage
- damage to the suspension, or tyres and rims, unless some other part of the caravan/trailer is damaged at the same time
- theft of spares or accessories of your caravan/trailer, unless the caravan/trailer is stolen at the same time
- loss or damage arising from the fact that your caravan/trailer is unroadworthy, or hasn't been maintained
- loss or damage arising from the fact that your caravan/trailer was defectively designed or constructed
- loss or damage resulting from the actions of domestic pets – for example, scratching, biting, chewing, tearing or soiling
- exposing your caravan/trailer to situations that clearly have a high risk of loss or damage associated with them, such as crossing a swollen river or dune-bashing. If we maintain that you have exposed your caravan/trailer to such situations, you have to prove the contrary.

Driving under the influence

There is no cover for loss, damage, injury or liability that arises when you are driving or towing your caravan/trailer while:

- under the influence of intoxicating liquor or drugs; or
- the alcohol content in your blood exceeds the legal limit.

This is irrespective of the method used to determine the degree of intoxication – for example, a breathalyser test or a blood test.

This also applies to any other person who may be driving or towing your caravan/trailer with your permission.

The following instances of liability

Although we do cover you for general liability towards third parties, this does not include the following specific cases:

- compensation payable by any compulsory motor-vehicle insurance legislation
- death of, or bodily injury to:
 - a member of your family who usually resides with you
 - any person being carried in a caravan or trailer
 - an employee, other than domestic staff of you or your family, who is killed or injured in the course of their employment
 - any person who has the right to claim from the Road Accident Fund Act, 56 of 1996, or any similar legislated fund, regardless of whether it is financially able to pay the compensation that is being sought
 - death of, or bodily injury to any person, arising directly from the fact that your caravan/trailer is unroadworthy
- damage to property belonging to your family or that is in your custody or held in trust
- damage to property carried in your caravan or trailer
- loss or damage arising from the fact that your caravan/trailer is unroadworthy or not maintained.

Sea, airports and mines

We do not cover you for any loss or damage, injury or liability if your caravan/trailer is:

- transported by sea (other than between ports within South Africa)
- towed on an aviation apron or runway
- towed underground in a mine.

Your specific responsibilities

We could reject your claim

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

Check your security/tracking device

In the event of a claim, you must be able to prove to us that any security or tracking device required by us:

- was already installed at the time of the event, and was activated and working
- is self-testing, or had been tested within the previous 6 months.

You must also be able to show us that you immediately reported any theft or hijacking to the tracking company, and that your contract was active and paid up.

You must have a driver's licence

In the event of a claim, you must be able to show us that you had a valid driver's or learner's licence at the time. For the learner's licence, you must be able to show that you were accompanied by a licensed driver.

You must also be able to prove that you, or any other driver, have not been charged or convicted of reckless or negligent driving.

This also applies to any person towing your caravan/trailer with your consent.

Notify us of certain traffic offences

You must notify us if any of the following occurs:

- you have had your driver's licence endorsed, suspended or cancelled
- You have been charged or convicted of reckless or negligent driving
- You have been charged for driving under the influence
- you have been charged for driving while your blood alcohol concentration exceeded the legal limit
- you have failed a breathalyser test.

This also applies to any person who may have been towing your caravan/trailer at the time with your permission.

Unauthorised use of your caravan/trailer

If anyone uses your caravan/trailer without your knowledge or consent, you must lay a criminal charge against them within 48 hours. You may not withdraw the charge, even if your caravan/trailer is later returned to you.

Be aware of the limits of indemnity

If more than one person is entitled to indemnity, any limitation applies to the total amount, and you will be given priority.

In other words, you will be paid out first, according to your limit, even if it means that the other person gets less than they are entitled to.

Take out separate insurance in neighbouring countries

If your caravan/trailer is lost or damaged in one of the neighbouring countries where this policy is valid, the following conditions apply:

- you are covered only while the caravan/trailer is being used for social, domestic and private purposes
- if separate third-party liability insurance specific to the country concerned is required, we will not indemnify you for any legal liability that you may incur while using your caravan/trailer there; so you are strongly advised to take out the required insurance in that country, and not rely on the cover of this policy
- we will compensate you for any amounts in excess of, or not recoverable from, the particular third-party liability insurance required, subject to the laws of South Africa; so if all you get is R10 000, but you claimed for R25 000, we will pay you the difference of R15 000
- if you have a valid claim, we may decide either to have the caravan/trailer repaired in the country concerned, or have you bring it back to South Africa for repairs.

Paying out after a claim

How we pay out after a claim depends on the type of insurance cover you have selected. The two types of cover are:

1. **Comprehensive cover**

You are covered for ALL accidental loss or damage to your caravan/trailer,
as well as liability to any third party.

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2. **Third party, fire and theft**

You are covered ONLY for accidental loss or damage to your caravan/trailer
caused by fire and theft, as well as liability to any third party.

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Comprehensive cover

**You are covered for ALL accidental loss or damage to your caravan/trailer,
as well as liability to any third party**

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WHAT WE COVER YOU FOR

All loss and damage covered

You are covered for accidental loss or damage to your caravan/trailer from any accidental cause, as well as any resulting liability to third parties.

Example

Your caravan/trailer accidentally disconnects from your vehicle and smashes into another car. We will pay for the damage to your caravan/trailer, as well as damage to the other car.

HOW MUCH WE PAY

Do we fix the caravan/trailer or get you a new one?

Once we have assessed your damaged caravan/trailer, we may repair it if it makes economic sense – or we may replace it.

If your caravan is more than 12 months old

If your caravan is more than 12 months old and cannot be repaired, we will pay you its retail value.

If your trailer is more than 12 months old

If your trailer is more than 12 months old and cannot be repaired, we will pay you its replacement value.

If your caravan/trailer is less than 12 months old

If you are the first registered owner of your caravan/trailer, and it is less than 12 months old, we may replace it with a similar caravan/trailer or pay you the list price of a new one. This applies when your caravan/trailer is a write-off or has been stolen.

If a part is not available

If a part needed for the repair of your caravan/trailer isn't 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. We will not pay more than the limit in the LIMIT SECTION.

You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement, even if it is not your fault. This is known as the excess, and is listed in the excess schedule.

Example

If you successfully claim R10 000 for the repair of your caravan/trailer, and the excess for that claim is R1 000, your net pay-out from us will be R9 000.

Your bank may take part of your pay-out

If you are financing your caravan/trailer 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 caravan/trailer.

SAFEGUARDING YOUR CARAVAN/TRAILER

Towing your caravan/trailer to a place of safety

Accident

If your caravan/trailer cannot be towed away by you as a result of an accident, we will pay for towing it to a place of safety. We will also pay for any emergency repairs that enable you to continue on your journey, but you must obtain a detailed quotation first.

You may authorise emergency repairs, but this must not exceed the limit in the LIMIT SECTION.

LIABILITY TO THIRD PARTIES**Pay-outs are always limited**

When you claim for liability to third parties, your pay-out will always be limited to a specific amount in any 12-month period. These amounts are stated in the LIMIT SECTION or schedule.

In some cases, the pay-out may be less than the maximum limit of liability stated in the schedule or the LIMIT SECTION, if we decide that it represents a fair settlement. We may pay you 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.

Accident, death, damage

We will pay for your legal liability (including costs and expenses incurred with our prior written approval) towards a third party if your caravan/trailer is involved in an event that causes:

- bodily injury to any person, or the accidental death of that person
- damage to property
- fire or explosion.

Other people using your caravan/trailer

If someone else is using your caravan/trailer with your permission, they too will be covered for liability as described above, provided that they:

- have never, to your knowledge, been refused insurance
- have not been refused continuation of insurance for a period of 3 years prior to the event
- are not entitled to compensation under any other policy
- comply with the terms of this policy.

Using a caravan/trailer that does not belong to you

We will pay for legal liability if you use a caravan/trailer that does not belong to you, provided that:

- you are the driver at the time of an incident
- the caravan/trailer is a private caravan/trailer
- it is not leased to you and you are not purchasing it in terms of a credit agreement
- loss or damage to the caravan/trailer is excluded.

WE ALSO COVER YOU FOR

Window glass 171

Sound equipment 171

Limits apply to the following: 171

Caravan and trailer contents 171

– Emergency hotel expenses 171

– Emergency-services expenses 171

– Keys, locks and remote controls 172

– Medical benefit 172

– Trauma counselling 172

WE ALSO COVER YOU FOR

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

Window glass

You are covered for accidental damage to any fitted window glass, such as the side windows. A claim for window glass will not affect your premium. (Refer to page 17)

Sound equipment

We will pay for accidental loss or damage to any factory-fitted sound equipment in your caravan. If the sound equipment is not factory-fitted, it must be specified separately in the schedule.

Any theft or attempted theft of the sound equipment must have been the result of forced and violent entry into the caravan/trailer. A claim for sound equipment will affect your premium. (Refer to page 17)

Limits apply below

We also cover you for the events listed below, but only up to the limits in the LIMIT SECTION.

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 (see page 173).

Check your 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.

Emergency hotel expenses

We will pay for up to 2 days of necessary emergency hotel expenses if you are stranded as a result of an accident or the theft of your caravan/trailer that you are allowed to claim for. You can claim this cover only once every 12 months.

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 pay for the cost of replacing lost or damaged keys, locks and remote controls, including call-out costs of a technician and the reprogramming of any coded alarm system, key or remote control. This will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

Medical benefit

We will pay the medical benefit in respect of any person who sustains bodily injury as a direct result of an insured event involving the caravan/trailer.

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.

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.

CARAVAN AND TRAILER CONTENTS**Accidental 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 forcible 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.

This cover is additional and applies if the limited cover (Page 171) is not enough to replace your caravan/trailer contents.

Paying off your caravan/trailer

If your caravan/trailer is a write-off and you are still paying it off, we will settle the amount still outstanding. The amount paid out is calculated as if your credit agreement was an instalment agreement paid in equal instalments over a number of years.

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
- any higher amounts outstanding as a result of a residual/balloon payment³ credit agreement, or unequal instalments over the agreement period.

The maximum amount we will pay is the limit of liability that applies to your caravan in the schedule.

³ A final payment on a credit agreement that is significantly larger than the usual instalments, and pays off the entire debt.

Third party, fire and theft

**You are covered ONLY for accidental loss or damage to your caravan/trailer caused by fire and theft,
as well as liability to any third party**

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LOSS OR DAMAGE TO YOUR CARAVAN/TRAILER

Third-party, fire and theft

You are covered for accidental loss or damage to the insured caravan/trailer 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 a car, we will pay only for damage to the other car; that's because the damage to your caravan/trailer is not caused by fire or theft.

However, if your caravan/trailer is stolen from a caravan park, we will pay for the loss because it is caused by theft.

HOW MUCH WE PAY

Repairing or replacing your caravan/trailer

We will not pay more than the sum insured stated in the schedule.

Do we fix the caravan/trailer or get you a new one?

Once we have assessed your damaged caravan/trailer following theft or fire, we may repair it if it makes economic sense – or we may replace it.

If your caravan/trailer is more than 12 months old

If your caravan/trailer is more than 12 months old and cannot be repaired, we will pay you its retail value.

If your caravan/trailer is less than 12 months old

If you are the first registered owner of your caravan/trailer, and it is less than 12 months old, we may replace it with a similar caravan/trailer or pay you the new list price of a new one. This also applies when your caravan/trailer is a write-off due to fire, or has been stolen.

If a part is not available

If a part needed for the repair of your caravan/trailer isn't 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. We will not pay more than the limit in the LIMIT SECTION.

You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement, even if the accident was not your fault. This is known as the excess, and is listed in the excess schedule.

Example

If you successfully claim R10 000 for the repair of your caravan/trailer, and the excess for that claim is R1 000, your net pay-out from us will be R9 000.

Your bank may take part of your payout

If you are financing your caravan/trailer with a bank or authorised credit provider, be aware of the fact that they are entitled to use your insurance payout 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 caravan/trailer.

SAFEGUARDING YOUR CARAVAN/TRAILER

Pay-outs are always limited

Pay-outs will always be limited to a specific amount and are stated in the LIMIT SECTION.

Towing your caravan/trailer to a place of safety

If your caravan/trailer is immobilised and cannot be towed away as a result of fire or attempted theft, we will pay for towing it to a place of safety. We will also pay for any emergency repairs that enable you to continue on your journey, but you must obtain a detailed quotation first.

LIABILITY TO THIRD PARTIES

Pay-outs are always limited

When you claim for liability to third parties, your pay-out will always be limited to a specific amount in any 12-month period. These amounts are stated in the LIMIT SECTION or schedule.

In some cases, the pay-out may be less than the maximum limit of liability stated in the schedule or the LIMIT SECTION, if we decide that it represents a fair settlement. We may pay you 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.

Accident, death, damage

We will pay for your legal liability towards a third party (including costs and expenses incurred with our prior approval) if your caravan/trailer is involved in an event that causes:

- bodily injury to any person, or the accidental death of that person
- damage to property
- fire or explosion.

Other people using your caravan/trailer

If someone else is towing your caravan/trailer with your permission, they too will be covered for liability as described above, provided that they:

- have never, to your knowledge, been refused insurance
- are not entitled to compensation under any other policy
- comply with the terms of this policy.

Using a caravan/trailer that does not belong to you

We will pay for legal liability if you use a caravan/trailer that does not belong to you provided that:

- you are the driver of the towing vehicle at the time of an incident
- the caravan/trailer is a private caravan/trailer
- you do not own the caravan/trailer, it is not leased to you and you are not purchasing it in terms of a credit agreement
- loss or damage to the caravan/trailer is excluded.

Pleasure-craft

This section deals with insurance cover for your pleasure-craft

What is “pleasure-craft”?

This can be a motorboat or sailing boat, along with their specified equipment and accessories. It may also include jet-skis and tenders.



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Key terms to understand

You	Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you
Third party	Someone other than yourself who is involved in an insured event – for example, the skipper of another boat that is involved in an accident with you
Write-off	Your pleasure-craft is so badly damaged that it cannot be repaired economically; or it has been stolen and cannot be recovered

Pleasure-craft – full definition

Your pleasure-craft consists of the hull and motors. If you ask us, you may also insure trailers. It includes all original standard equipment, as well as any accessories sold with the craft.

Other accessories, fittings and equipment may also be covered under this policy, so long as they are specified in the schedule – for example:

- clothing, sea boots, sextants, nautical books
- jet-skis
- fishing gear.

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.

The following uses are always excluded

Under no circumstances is your pleasure-craft covered when it is:

- more than 40 nautical miles from the shoreline of South Africa, as well as that of neighbouring countries (list on page 17)
- taking part in, or practising for, racing, speed tests or trials
- being navigated single-handedly in open waters
- towing or salvaging other pleasure-craft, other than one in distress
- being towed, other than when in distress, or when laying up or being fitted out for repairs
- being chartered or hired out
- carrying fare-paying passengers.

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
- 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 in the LIMIT SECTION.

ADDITIONAL COVER

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 in the LIMIT SECTION:

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.

Waterskiers' 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.

Transit by land

We will pay for any loss or damage sustained by your pleasure-craft while it is being transported by road, or on a roadworthy vehicle or trailer. This includes loading and offloading, but excludes any bruising, scratching or denting.

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.

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.

Paying out after a claim

Do we fix the pleasure-craft or get you a new one?

Once we have assessed your damaged pleasure-craft, we may repair it if it makes economic sense – or we may replace it. If it is to be repaired, we will decide on the repairer and port of repair.

If less than 5 years old

If your pleasure-craft is less than 5 years old, we may replace it with a similar model or pay you the purchase price of a new one. This also applies when it is a write-off, or has been stolen.

If more than 5 years old

If your pleasure-craft is more than 5 years old and cannot be repaired, we will pay you its reasonable market value. Quotations from 2 qualified pleasure-craft dealers will be used to determine the market value.

We will take the sum insured as the repaired value in order to determine whether it makes economic sense to repair the pleasure-craft. The sum insured will not be reduced by the damage or salvage value.

Sails, protective covers, etc.

We will pay you the reasonable market value for sails, protective covers, erected tackle, or outboard or inboard motors and batteries. We may deduct up to 33% of the replacement value for betterment, as you are getting a new item in place of the used one.

Write-off after initial damage

If your pleasure-craft is damaged in an initial event, and is then written off shortly afterwards in a subsequent event, we will cover only the cost of the write-off. In other words, we will replace it, but we won't pay for the unrepaired damage sustained in the first event.

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 R10 000 for the repair of your pleasure-craft, and the excess for that claim is R1 000, your net pay-out from us will be R9 000.

Your bank may take part of your pay-out

If you are financing your pleasure-craft 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 pleasure-craft.

What is not covered

SPECIFIC EXCEPTIONS

Risks for your own expense

We do not cover you for loss or damage to your pleasure-craft that results from the following risks:

- depreciation, wear and tear, gradually operating causes
- reduction in value caused by repairs, lack of use or alterations
- loss or damage to motors, electrical machinery, batteries and their connections, unless caused by other damage to the pleasure-craft, or there has been forced entry to or exit from the pleasure-craft or place of storage
- mechanical, electrical or electronic breakdown, and failure or breakage, unless this is the result of other damage to the pleasure-craft
- loss or damage arising from the fact that your pleasure-craft is not seaworthy, or hasn't been maintained
- loss or damage arising from the fact that your pleasure-craft was defectively designed or constructed
- loss or damage resulting from the actions of domestic pets – for example, scratching, biting, chewing, tearing or soiling
- pests such as moths, rodents or vermin
- exposing your pleasure-craft to situations that clearly have a high risk of loss or damage associated with them, such as deliberately sailing in dangerous water or operating without all the required equipment.

Pleasure-craft left unattended

There is no cover for loss or damage if the pleasure-craft is left unattended off an exposed beach or shoreline.

Unsecured motors

There is no cover for theft of motors or if they fall overboard, unless they have been bolted or chained to the hull.

Theft of motors

There is no cover for theft of motors unless the pleasure-craft is stolen at the same time, or there are clear signs of forced entry to the pleasure-craft or place of storage.

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.

Sails torn by the wind

There is no cover for loss or damage to sails and protective covers torn by the wind, or blown away while being hoisted.

Driving under the influence

There is no cover for loss, damage, injury or liability that arises when you or anybody else are piloting or towing your pleasure-craft while:

- under the influence of intoxicating liquor or drugs; or
- the alcohol content in your blood exceeds the legal limit.

This is irrespective of the method used to determine the degree of intoxication – for example, a breathalyser test or a blood test.

The following instances of liability

Although we do cover you for general liability towards third parties, this does not include the following specific cases:

- seepage, pollution or contamination, or the cost of removing, nullifying or cleaning, unless it is caused by a sudden, unintended and unforeseen occurrence
- loss or damage to property for which you are responsible while conveyed on the pleasure-craft, except if it belongs to passengers or waterskiers
- death or bodily injury:
 - to a member of your family who usually resides with you
 - to your employee, arising out of and in the course of their employment by you
 - due to any advice or treatment, other than first-aid treatment, given or administered by you or by any person acting on your behalf
- liability of a third party accepted by you in an agreement, unless you would have been liable even without the agreement
- conveying the pleasure-craft by land.

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 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.

"En Route" – Personal Accident

This section deals with insurance cover for you in the event of personal accident while travelling in your vehicle

What is "personal accident"?

A personal accident is an accident with a vehicle that causes you injury, disability or death. It can be a simple bumper-bashing that results in a broken leg, or something more serious like a crash that leaves you in a wheelchair.



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Key terms to understand

You	The insured person in whose name the policy is issued. It also includes up to nine passengers
Bodily injury	Injury sustained by you in an accident with your vehicle while you are driving, travelling as a passenger in it, or getting into or out of your vehicle. It also includes injury due to hijacking and terrorism involving your vehicle
Your vehicle	Any sedan 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
Sedan	Enclosed motor car for four or more persons, including the driver
Territorial limits	South Africa, Namibia, Botswana, Zimbabwe, Lesotho, Swaziland, Mozambique, Zambia and Malawi

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:

- death – as stated in the schedule
- medical expenses – up to the amount as stated in the schedule
- permanent disability – as shown in the disability table (page 195)
- temporary disability – the weekly benefit as stated in the schedule.

Certain pay-outs are limited

Under the following circumstances, we pay less than the benefits stated in the schedule:

Death

- for children up to six years of age, we pay up to a maximum of R10 000
- for children between six and 15 years of age, we pay up to a maximum R30 000

Temporary disability

- for unemployed persons, we will pay up to 25% of the temporary-disability benefit
- 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 average weekly earnings of the person during the 12 months prior to the injury.

Death following permanent disability

If death follows after we have already paid out for permanent disability, we do not pay more than the highest limit for either death or permanent disability.

EXAMPLE: if your death limit is R150 000 and you die after we have already paid you 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. See table on next page.

You can claim under only one "En Route" policy

If you should have more than one "En Route" 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	
DISABILITY (Total and permanent)*	Percentage pay-out
Loss by physical separation at or above the wrist or ankle of any limb	100%
Complete and irrevoacable loss of sight:	
– in both eyes	100%
– in one eye	50%
Loss of one or both arms	100%
Loss of one or both legs	100%
Loss of one arm and one leg	100%
Loss of one hand and one foot	100%
Loss of one hand or one foot	50%
Loss of four fingers	70%
Loss of thumb	30%
Loss of any finger other than thumb	5%
Loss of toes:	
– all on one foot	30%
– big toe	10%
– any toe other than big toe	2%
Loss of hearing:	
– both ears	100%
– one ear	25%
Loss of speech	100%
Total paralysis or being permanently bedridden	100%

* The disability, or loss of use of the relevant parts of your body, cannot be of a temporary nature; it must be total and permanent. Loss includes loss of use, whether or not the limb or body part in question has been amputated.

What we cover you for

Bodily injury

We cover you for bodily injury sustained within the territorial limits that results 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 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 the LIMIT SECTION 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. We will not pay more than R300 per counselling session, or R3 000 for any accident.

What is not covered

Certain activities, actions or medical conditions

Pre-existing medical conditions

We do not cover claims resulting from, or aggravated by, any pre-existing or congenital physical disability, infirmity, illness or disease. This also applies to any condition for which you received medical treatment or advice prior to the bodily injury.

Driver's licence

We do not cover claims where the driver of the vehicle was not in possession of a valid driver's licence at the time of the motor accident. This will not apply to passengers who can prove that they were unaware of this.

Military, police or criminal actions

We do not cover claims resulting from your participation in military, police or criminal actions.

Irresponsible actions

We do not cover claims resulting from the following irresponsible actions:

- suicide, attempted suicide and intentional self-injury
- wilful misconduct or exposure to danger
- while the alcohol content in your blood exceeds the legal limit
- being under the influence of intoxicating liquor or drugs, unless prescribed by a medical practitioner.

This will not apply to passengers who can prove that they were unaware of this.

Certain medical conditions

We do not cover claims resulting from the following medical conditions:

- insanity and neurosis
- stress and any related conditions, depression and disorders.

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 within 48 hours

If any person dies in an accident, you must notify us within 48 hours. 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 SOC Limited

Reg. No: 1979/000287/06

VAT Reg: 4140119340

FSP Licence No: 39117

MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS

in respect of property as defined

THE POLICY

DEFINITIONS

1. Wherever the term "Sasria" is used it shall refer to Sasria SOC Limited.

Wherever the word "property" is used it shall be deemed to mean any motor car or vehicle, trailer, implement or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst thereon.

WHEREAS the Insured has paid the premium stated in the Schedule to this Policy (which schedule shall form an integral part of this Policy) to Sasria as consideration for the insurance hereinafter contained in respect of loss or damage occurring during the Period of Insurance stated in the Schedule of this Policy.

The policy will cover for third party only if the third party vehicle does not have Sasria cover and the loss or damage to property happened as a result of the Sasria peril.

NOW this Policy declares subject to the terms, exceptions and conditions contained herein that Sasria will indemnify the Insured against loss of or damage to the property described in the Schedule directly related to or caused by:

- i. any act (whether on behalf of any organisation, body, person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- ii. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- iii. any riot, strike or public disorder, or any act of activity which is calculated or directed to bring about a riot, strike or public disorder;
- iv. any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- v. the act of any lawfully established authority in controlling, preventing suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii) (iii or (iv) above.

Note: In this Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

Sasria may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of the property insured in the Schedule of this Policy subject always to Condition 8 of this Policy. If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereinafter referred to as the "Owner") is interested in any monies which would be payable to the Insured under this Policy in respect of loss of or damage to the property insured (which loss or damage is not made good by repair or replacement) such monies shall if so requested in writing be paid to the said Owner and/or to the Insured to the extent of their respective interests as long as they are interested in the said property, and their receipt shall be a full discharge of Sasria in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or Sasria under or in connection with this Policy or any condition or term thereof.

In the event of any part, accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being un procurable in the Republic of South Africa, as a standard ready-manufactured article or in the event of any such article being denied to the Insured for any reason the liability of Sasria shall be met by the payment of a sum equalling the value of the said article at the time of the loss or damage but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa.

If the property insured under this Policy is disabled by reason of any loss or damage Sasria will pay the reasonable cost of protection and removal to the nearest repairers. Sasria will also pay the reasonable cost of the delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured in the Republic of South Africa.

EXCEPTIONS

This Policy does not cover:

1. Consequential Loss from any cause whatsoever, depreciation of any nature which shall also mean diminution in value howsoever arising of the insured property consequent upon its having sustained damage insured against and continuing after the repair of such damage, wear and tear and mechanical or electrical breakdown failure or breakage.
2. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
3. Loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of any War Damage Insurance and Compensation legislation.
4. Any loss or damage related to or caused by:
 - i. war, invasion, act or foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - ii. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
 - iii. the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clause (i) or (ii) above.

5. Any claims arising out of any liability assumed by the Insured by agreement, unless such liability would have attached to the Insured in the absence of such agreement.
6. Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission.

The indemnity provided by this Policy shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

7. NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon/Policy the burden of providing the contrary shall be upon the insured.

CONDITIONS

1. Claims Procedure

On the occurrence of any loss or damage the Insured shall as soon as reasonably possible give notice thereof in writing to the NOMINATED INSURER. The Insured shall give to the Sasria Company all such proofs and information in connection with the claim as may reasonably be required.

2. Subrogation

The Insured shall at the request and at the expense of Sasria do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Sasria for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which Sasria shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under the Policy, whether such acts or things shall be or become necessary or required before or after the indemnification by Sasria.

3. Contribution

If at the time any claim arises under this Policy there is any other existing insurance covering the same loss or damage Sasria shall not be liable to pay or contribute more than its rateable share of any loss or damage.

4. Precautions

The Insured shall take all reasonable steps to safeguard against loss or damage to the Property described in the Schedule to this Policy.

5. Transfer

Nothing contained in this Policy shall give any rights against Sasria to any person other than the Insured. Sasria shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

6. Arbitration

- a. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine.
- b. Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against Sasria under this Policy.

7. Limitation

In no case whatsoever shall Sasria be liable under this Policy after the expiration of 12 months from the happening of the event unless the claim is then the subject of Arbitration, or Court proceedings already instituted.

8. Average

If the property insured hereby shall at the commencement of any destruction or damage to such property be of greater value than the total value on risk appearing in the Schedule to this Policy in the case of the Motor Dealer or Fleet Owner then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the loss accordingly.

9. Total Loss of Property

If any motor car or other vehicle described in the definition of "property" above be treated as a total loss by Sasria then all cover in terms of this Policy shall terminate in respect of such motor car or vehicle from the date of such total loss and no refund of premium shall be payable to the Insured.

10. Premium

Notwithstanding that the Period of Insurance stated in the Schedule to this Policy may be less than 12 months the minimum premium payable by the Insured shall be the full annual premium.

11. Validity

This Policy shall not be valid unless countersigned by the Nominated Insurer.

12. Alteration of Use of Property Insured

Sasria shall not be liable in respect of any loss of or damage to the property if at the time of such loss or damage the property was being used by the Insured or any person acting with the knowledge of the Insured in any manner which would ordinarily have required the property to be insured in a higher rated category than that used for determining the premium shown in the Schedule.

13. Territorial Limitation

The cover is restricted to property within the Republic of South Africa and if the property is in Namibia temporarily, that is for not more than 60 days.

14. Cancellation

This Policy may be cancelled at any time at the request of the Insured but in such cases no refund or pro-rata refund of premium shall become payable.

15. Fraud

If the claim be in any respect fraudulent and if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy and if any destruction or damage be occasioned by the willful act and with any connivance of the Insured, all benefit under this Policy shall be forfeited.

16. Misrepresentation

This Policy shall be voidable in the event of any material misrepresentation, misdescription or non-disclosure.

17. Reporting Claims to Authorities

All events which may give rise to a claim in terms of this policy must be reported to the South African Police as soon as reasonably possible.

SPECIFIC CONDITION

If, during the currency of this section, any driver's licence in favour of the insured or their authorised driver is endorsed, suspended or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the company immediately the insured have knowledge of such fact.

Sasria SOC Limited

Reg. No: 1979/000287/06

VAT Reg: 4140119340

FSP Licence No: 39117

COUPON POLICY FOR SPECIAL RISKS INSURANCE

In consideration of the prior payment of the premium stated in the coupon and the receipt thereof by or on behalf of Sasria SOC Limited (hereinafter called the Company) and subject to the underlying policy being current and valid at the effective date as stated in the Schedule, the Company will by payment or at its option by reinstatement or repair indemnify the insured during the Period of Insurance up to an amount not exceeding the total sum insured in respect of each item and not exceeding in the aggregate during the said Period of Insurance, the total insured value, or the aggregate limits of liability as stated in the proviso hereunder, whichever is the less against loss of or damage to the property insured directly related to or caused by:

- (i) any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- (ii) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (iii) any riot, strike or public disorder, or; any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
- (iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

NOTE:

In this Coupon Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

PROVIDED that:

Notwithstanding anything to the contrary, where One Insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and or Motor) issued by or on behalf of the Company, the annual aggregate liability of the Company under all such Insurances shall be limited to the sum of R500 million (five hundred million Rand), or up to R1,5 billion, if the Insured has chosen the optional Excess of Loss R1 billion cover, where the property insured is in the Republic of South Africa.

For this purpose ONE INSURED shall mean:

Any Single One Insured, a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973) or Subsidiary of the Holding Company

In the case of One Insured's other than Companies, the Company reserves the right to determine who the One Insured is for this purpose.

PROVIDED FURTHER that this insurance does not cover:

- (a) Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenable;
- (b) Loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;
- (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
- (d) **NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION**
It is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon the burden of providing the contrary shall be upon the insured.

SPECIAL CONDITIONS

1. It is a condition precedent to any liability that at the time of the happening of any occurrence given rise to a loss in terms of this Coupon Policy there shall be in force the Underlying Policy covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.
2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying Policy, other than:
 - (a) Exception A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi);
and
 - (b) the Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above;
 - (c) any excess, deductible or similar payment to be met by the Insured in terms of the Underlying Policy;

(d) the Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. **It does not automatically incorporate the Extensions.** In order to cater for the Extensions, the Sasria Sum Insured must be increased by the value of the Extension and a premium charged for the said Extension. In this instance a schedule showing a breakdown of all additional covers included (together with the sum insured) must be attached to the coupon, shall be deemed to be incorporated in this Coupon Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

Memorandum

The reference to Exceptions A(i), A(iii)(b), A(v), A(vi) and A(vii) and to the Burden of Proof Clause in Exception A is a reference to those Exceptions as they appear in the Standard S.A.I.A. Exceptions which the Nominated Insurer is obliged to incorporate in his Policy. Should the numbering in the Underlying Policy not correspond with the numbering of the Standard S.A.I.A. Exceptions the above references shall apply to the corresponding Exceptions in the Underlying Policy mutatis mutandis.

3. If the property covered in terms of the attached Schedule shall at the commencement of any destruction of or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this consideration.
4. Any adjustment of Premium Clause or Condition in the Underlying Policy shall not be applicable to this Coupon Policy.
5. No alteration of this Coupon Policy is valid unless signed by a Director of the Company.
6. Any Reinstatement Value Conditions in the Underlying Policy shall be applicable to this Coupon Policy except insofar as it relates to Motor Vehicles.
7. The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.

IMPORTANT INFORMATION

For information purposes only – the following does not form part of your insurance contract:

1. You must be informed of any material changes to the details of the Intermediary and us.
2. We may not cancel your policy merely by informing your Intermediary. There is an obligation to make sure the notice has been given to you as required by law.

WARNING

3. Do not sign any blank or partially completed application forms.
4. Complete all forms in ink.
5. Keep all documents handed to you.
6. Make notes as to what is said to you.
7. Don't be pressurised to buy this Policy.
8. Incorrect information or non-disclosure by you may impact on any claims arising from your contract of insurance.

COMPLAINTS PROCEDURE

9. If you have a complaint about this policy or the service you received from us, please contact:

The Manager – Hollard Broker Markets
The Hollard Insurance Company Limited
PO Box 87419, HOUGHTON, 2041
Tel: 011 351-5000
Fax: 011 351-8034
E-mail: HBMcomplaints@hollard.co.za
Website: www.hollard.co.za

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Hollard.

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