barker insurance

the personal touch

Personal Insurance Policy wording

Hollard.

Underwritten by The Hollard Insurance Company Limited (Reg. No. 1952/003004/06),
a Licensed Non-Life Insurer and an authorised Financial Services Provider

CONTENTS

GENERAL TERMS AND CONDITIONS	3
MOTOR	31
HOUSEHOLD CONTENTS	50
BUILDINGS	73
ALL RISKS	93
WATERCRAFT	104
PERSONAL COMPUTERS	116
PERSONAL LIABILITY	123
PERSONAL ACCIDENT	132

barker insurance

General Terms and Conditions

INTRODUCTION

1. Welcome to Barker Insurance (a division of The Hollard Insurance Company)

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

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

2. The parties to this policy

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

- **The insurer**

  'We', 'us' and 'our' refer to Barker Insurance, a division of **The Hollard Insurance Company Limited (Hollard)**, registration number 1952/003004/06, a licensed Non-Life Insurer and an authorised Financial Services Provider.

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

- **The policyholder**

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

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

- **The co-insured**

  The co-insured refers to another natural person or juristic person (Company, Close Corporation or Trust) who has an insurable interest in only certain property which is insured under this policy. The co-insured named in the policy schedule is noted for their respective rights and interests only. Where applicable, the co-insured is also covered for their personal legal liability. The co-insured must comply with all the terms and conditions of this policy.

3. Your policy is a legal contract

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

- Make sure you understand what you are covered for, what you are not covered for (referred to as exclusions), and what your responsibilities are.
- Any changes that you make to your policy will only be in place once we have agreed to them, and have sent you a new policy schedule.

- This policy wording replaces all previous policy wordings relating to this product sent to you for this cover. The policy wording will always be the final determining factor if we have a disagreement around meaning or interpretation.

4. The proposal form

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

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

5. The policy wording

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

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

6. The policy schedule

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

7. Rules on interpretation

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

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

8. Our correspondence with you

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

9. The privacy of your personal information

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

- **Processing your personal information:** We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.

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

10. Report and prevent fraud

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

GENERAL DEFINITIONS

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

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

ADDITIONAL INFORMATION

1. About Barker Insurance

Barker Insurance, a division of The Hollard Insurance Company Limited, acts as your financial services provider and provides you with advice and administers all aspects of your policy. All staff are employees of Hollard. Your FSP is also your insurer as your insurance policy is underwritten by Hollard. All written communication relating to this policy (including claim rejections and legal proceedings) must be sent to this address:

Physical address	**Postal Address**	**Tel:**	0861 227 537
Oxford and Glenhove Building 2	PO Box 2015	**Web:**	www.barker.co.za
114 Oxford Road	Saxonwold 2132		
Houghton Estate 2198			

2. About Hollard

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

Physical address	**Postal Address**	**Tel:**	086 351 5000
Hollard Villa Arcadia	PO Box 87419	**Web:**	www.hollard.co.za
22 Oxford Road	Houghton 2041	**Compliance department:**	compliance@hollard.co.za
Parktown 2193			

HOW TO COMPLAIN

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

1. Step 1: Complain to Barker Insurance

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

2. Step 2: Complain to Hollard

Unresolved complaints: Should your complaint not be resolved by the Barker Insurance team, please contact us on our dedicated complaints contact details and we will do our best to find a solution to your complaint.

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

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

Tel: 011 351 2200 (weekdays 8am to 5pm)
Email: hollardinsurecomplaints@hollard.co.za

3. Step 3: Complain to Hollard's Internal Adjudicator

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

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

4. Step 4: Complain to the Ombuds

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

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

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

Postal address
The FAIS Ombud
PO Box 41
Menlyn Park
0063

Physical address
The FAIS Ombud
Menlyn Central Office Building
125 Dallas Avenue
Waterkloof Glen
Pretoria, 0100

Tel: 012 470 9080 or 012 762 5000
Fax: 011 726 5501
Email: info@faisombud.co.za
Web: www.faisombud.co.za

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

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

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

Physical addresses

NFO Johannesburg Office
110 Oxford Road
Houghton Estate
Johannesburg, Gauteng

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

5. Step 5: Take legal action

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

WHEN AND HOW TO PAY YOUR PREMIUMS

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

1. Monthly premiums

If you choose to pay your premium monthly your choice is shown in your policy schedule. Your premium is due on the 1st day of the calendar month and your cover runs for a calendar month.

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

1.1. Your first debit order

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

- **When your policy start date is on the 1st of the month**
  - If your policy is activated in time for our debit order run, we will debit your account on the first of the month with one month's premium for cover from your policy start date until the last day of that month.
    - If your policy is not activated in time for our debit order run, we can debit your account on the first day in the following month with two full months' premium. This will cover you from your policy start date until the last day of the following month (double debit).
- **When your policy start date is not on the 1st of the month**
  - We will debit your account with the total pro-rata premium plus your first month's full premium on the next debit date for cover from your policy start date until the last day of that month.
  - If your policy is not activated in time for our debit order run, the pro-rata premium can be paid into our bank account via electronic transfer and then we will only collect one month's premium on first day in the following month.

1.2. One month grace period on subsequent debit orders

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

1.3. Working days only

Our debit orders operate on the first of every calendar month unless the first falls on a Sunday or public holiday, we will debit your bank account on the first working day before or after the Sunday or public holiday.

1.4. Rejected and stopped debit orders

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

1.5. Changes to your policy

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

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

1.6. If cover ends

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

2. Annual premiums

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

2.1. Period of insurance

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

2.2. Payment via EFT or direct deposit

You must pay your annual premium via electronic fund transfer or direct deposit. We will provide you with our banking details. We allow a one-month grace period (extra time) from your policy start date and each renewal date for you to pay your annual premium.

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

2.3. Changes to your policy

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

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

2.4. If cover ends

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

WHEN POLICY CONDITIONS CHANGE

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

1. We will renew your policy every year on your renewal date

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

2. We may make changes to your policy

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

3. You may make changes to your policy

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

CASH BACK BONUS REWARD

1. Introduction

A cash back bonus is our way of rewarding you when you do not claim for a 12 month period. We will pay back part of the premium you have paid as a reward for not claiming. It is important to understand how the cash back bonus reward works – please read this section carefully.

- The bonus is paid out annually.
- You will be eligible to receive up to 20% of your annual premium back as a premium refund (calculation excludes policy fees, commission & SASRIA premium).
- The actual percentage each year will depend on the underwriting performance of the specific insurance facilities with Hollard Insurance.
- The bonus will be paid out by mid-November annually.
- Those eligible will receive an email and SMS notification of the payment being transferred directly into their account.
- The bonus will only be forfeited following the payment of any claim submitted for any incident where the incident date reported falls within the appropriate bonus cycle.
- The bonus cannot be reinstated, even if a successful claims cost recovery is made.
- Should you decide to withdraw a claim in order to protect your bonus, your decision will remain final and cannot be altered should any subsequent claim be submitted.
- Bonus payments are not pro-rated for new clients that join the scheme in between the Cash Back period. Clients will only become eligible on the 1st of November the same calendar year.

2. Motor claims occurring between 1st of November and 31st October:

In respect of liability to Third Parties, if we have not received an approach from the Third Party after 8 months, we will close our file. The claim prescription period is 3 years, should we receive an approach from the third party before the prescription period expires, any Cash Back Bonus paid to you will be refundable to us.

YOUR RESPONSIBILITIES

1. You must give us all material information

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

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

- You must give us all material information, and tell us within 21 days from the date that any material information changes. The most important changes you must tell us about are listed below, but there could be others:
    - If your home is unoccupied for more than 60 consecutive days.
    - If the security measures in your building changes.
    - If the regular driver of your car or motorbike changes.
    - Prior to alterations or renovations to your building.
    - If your policy schedule details are no longer accurate, for example you change your address or if you purchase new insured property.
    - If you run a business from your home.

- If you are charged or convicted of a criminal offence.
- If another insurer declines to provide insurance, cancels or refuses to renew a life insurance or short-term insurance policy for you, anyone living with you or anyone who is covered under this policy.
- If you start working again after you told us that you are retired.

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

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

2. You must be honest

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

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

3. You must maintain your property and prevent loss or damage

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

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

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

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

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

4. You must have an insurable interest

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

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

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

5. Review your sums insured regularly

You are responsible to make sure that the sums insured are enough to cover your insurance needs so that you are not underinsured. To cover your insured property fully, it is important to review the sums insured regularly. If you agree that we conduct an asset inventory of your contents and you accept the sum insured and the policy terms after the assessment, we will not adjust your claim because of underinsurance.

6. You must keep to the terms and conditions

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

7. Obey the law

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

8. You may not transfer your rights to another person

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

CLAIMING UNDER THIS POLICY

1. Introduction

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

- However, because some cover sections have additional conditions or requirements that apply **only** to that cover section, you should always read this section together with the cover section you are claiming under.
- This section does not apply to the following cover sections – please refer to these cover sections for all the information on claiming:
    - **Personal Accident**
    - **Personal Liability**

2. How to claim

2.1. Step 1: Inform the police within 24 hours

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

2.2. Step 2: Tell us right away

Contact us of a claim as soon as possible, but not later than 30 days after the event. Give us all the relevant details via email at claims@barker.co.za or alternatively contact our offices 0861 BARKER (227537).

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

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

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

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

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

To help us process your claim, we will need proof that you owned the item you are claiming for and what the item was worth at the time of the loss.

- **Proof of ownership**
  - Proof of ownership includes documents such as a sales receipt which notes the item's description or code, the price, date and the place that you bought the item from or other documents that show you owned the item.
  - For claims under the Motor cover section, we will always need a copy of the vehicle's registration document as proof of ownership.
  - If you cannot provide reasonable proof of ownership, we will not be able to pay your claim.
- **Proof of value**
  - This can include receipts, valuations, or other documents that clearly show the item's value.
  - If we specifically require a valuation certificate, it will be stated under the cover section or we will ask you for it.
  - If you cannot provide this, we may:
    - reject your claim,
    - apply the limit to the amount stated in the policy schedule; or
    - settle the claim based on the entry-level or lowest specification of a similar item.

2.5. Step 5: Send us any further documentation you may receive

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

2.6. Step 6: Allow us to assess the damage

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

2.7. Step 7: Give us proof of claims preparation costs

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

2.8. Step 8: Sign an Agreement of Loss (AOL)

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

2.9. If you don't follow the claims steps

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

3. Be aware of your responsibilities on liability claims

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

4. You must help us with recoveries from third parties

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

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

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

- To enable us to pursue recovery from the third party, and to manage any defence we conduct, you agree to the following:
  - Once we have settled your claim, you may not claim directly from the third party for the same loss or damage.
  - You consent to recovery or defence proceedings and agree not to withhold or withdraw that consent while they are being pursued.
  - As we pay the reasonable legal costs, we may appoint legal representatives of our choice. Once appointed, we may retain those legal representatives for as long as we reasonably consider necessary, and we will have full control over the conduct, management and settlement of any proceedings conducted in your name.
  - You may not withdraw from, settle, compromise or prejudice any recovery or defence without our prior written consent.
  - You may not start separate proceedings against a third party for any loss, whether insured or uninsured, without our prior written consent. Where the loss includes insured and uninsured portions (for example, an excess), you may recover only the uninsured portion if we agree and on terms agreed with us, provided this does not prejudice recovery.
  - You must promptly provide the information, documents and assistance we reasonably require to pursue recovery or conduct a defence, including signing documents and making yourself available where required.
  - You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage, or to pay you for your excess.
- If you don't comply with the above, it may mean that we cannot claim back the amount of the loss or damage from the third party. You may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us, plus any costs.
- Please read the section called **Third party claims** for a full explanation of how the third party recoveries claims process works and what your responsibilities are.

5. How we may settle your claim

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

- This only applies to claims under the Building, Household Contents and All Risks cover sections.
- Please refer to the Motor and Watercraft cover sections for additional information on how we settle claims under these cover sections.

5.1. Replace or repair

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

- We will choose the supplier or repairer and we will pay them directly.
- If you have already done the repairs or replacement, we will refund you up to the amount that we would have paid for the repair or replacement.
- We may reuse existing materials.
- If matching materials are not available, we will try and match the existing materials as closely as possible. If an item needs to be replaced, we will replace it with an item that matches the specification of the damaged item as closely as possible.

- If you are not satisfied with the materials we find as the closest match then you have two options available if we agree to it:
    - You can pay the extra cost of replacing or repairing undamaged parts of the insured property to achieve a uniform appearance.
    - You can ask us to rather pay you the amount that it would have cost us to repair or replace the damaged insured property with the closest matching materials.
- The standard of repair or replacement will not exceed the requirements of any manufacturer or applicable legislation.

5.2. Paying the amount of the claim

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

- How much we pay out does not consider the sentimental or other specific value the insured property may hold for you.
- We may transfer money into your bank account, or we may give you a pre-loaded debit card or a voucher.
- The amount may be based on the replacement value of the item, or an amount agreed to with you.
- Claims will be paid in South African rands only except for liability claims where required.

6. Noting the interest of financial institutions

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

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

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

7. How your excess works

- Your excess is the first amount that you must pay towards a claim under this policy.
- The following are the different types of excesses which could apply to a claim:
    - **Basic excess:** This is the excess that you selected for the following cover sections: **Buildings, Household Contents, All Risks** and **Motor**, these excesses are printed on your policy schedule.
    - **Additional excess:** This is an extra amount in addition to your basic excess. If additional excesses apply to you, we will note them in your policy schedule. More than one additional excess can be applied in the event of a claim.

- **Voluntary excess:** This is an amount chosen by you which overrides the basic excess. If you selected a voluntary excess, we will show it in your policy schedule.

- If your claim involves more than one extension under a cover section, you only have to pay the highest excess. The excess that you must pay is the total of all of the following:
  - Your basic excess or alternatively the rand amount or a percentage of the claim amount (as applicable); and
  - Any applicable additional excesses.
- If you claim under more than one cover section because of the same event, you again only have to pay the highest excess (as explained above) under all the cover sections.
- If we settle a claim by making a payment to you, then we will deduct the excess from the amount we pay. If we settle a claim in any other way, then you must pay the excess directly to the service provider.

8. How we calculate the claim settlement amount

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

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

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

Example:

Value

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

Salvage

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

8.1. The maximum amount we will pay

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

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

8.2. Factors that may affect your claim settlement amount

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

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

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

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

- **Dual insurance**

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

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

8.3. Interest

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

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

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

10. Our responsibility ends after we have paid a claim

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

11. Salvage belongs to us after a claim

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

- Salvage of a watercraft written off outside South Africa under the **Watercraft** cover section.
- Salvage of a vehicle written off outside South Africa under the **Motor** cover section.

12. If you do not agree with our claims decision

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

13. Prescription – expiry of claims

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

GENERAL EXCLUSION – WHAT IS NOT COVER

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

1. Asbestos

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

2. Confiscation or similar acts

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

3. Consequential loss

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

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

4. Cyber incidents

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

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

5. Defective design, workmanship and materials

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

6. Electricity grid failure

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

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

7. Gradual deterioration

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

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

8. Insured property covered under a guarantee

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

9. Insured property for sale

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

10. Intentional acts

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

11. Liability under agreement

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

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

12. Losses covered by legislation

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

13. Losses covered by other insurance

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

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

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

14. Maintenance and similar acts

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

15. Mechanical electrical and electronic breakdown

We do not cover loss or damage caused by mechanical, electrical or electronic breakdown, failures or breakages, unless otherwise stated. This includes where a component fails to perform to its intended design specifications.

16. Mining operations

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

17. Nuclear events and substances

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

18. Outbreaks, pandemics, epidemics and communicable diseases

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

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

19. Pollution and contamination

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

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

20. Riot, terrorism and similar events

We do not cover any liability, loss or damage related to or caused by special risks such as politically motivated malicious acts, riots, strikes, terrorism and public disorders. In South Africa, these types of events are covered by Sasria SOC Limited. Cover on vehicles is also provided in Namibia for a period of not more than 60 consecutive days. Please refer to the Sasria section at the end of your wording for an explanation of your Sasria cover.

21. Theft by false pretences or scams

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

22. Trade and economic sanctions

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

ENDING COVER UNDER THIS POLICY

1. When cover ends

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

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

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

2. When your policy ends

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

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

THIRD PARTY CLAIMS

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

1. The difference between third party recovery and third party liability

1.1. Third party recovery

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

1.2. Third party liability

- You, as the negligent or responsible policyholder (first party), are covered by the insurer (second party) against the actions of another party (third party), the innocent party.

2. We will take over your rights

2.1. Third party recovery

- Once we have paid you for a claim, your rights to claim against the third party that caused the loss of or damage to your insured property are automatically given to us.
- This means that you may not claim directly from the third party, because you have already claimed from us.
- If you do not allow us to claim from the third party, you may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us.

2.2. Third party liability

- The basis of third party liability insurance is that you ask us to cover you if you are held legally responsible by another person for causing damage to that person's property.
- This means that you give us your rights to defend yourself, and we will negotiate with the other person (third party) or that person's insurer.
- We may also go to court on your behalf if we cannot reach a settlement during the negotiation process.

3. Third party recovery process

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

3.1. Your responsibilities

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

3.2. If we decide to claim from the third party

- We will claim the total amount of the damage, including your excess, from the third party, or the third party's insurer, and we will cover all the legal costs.
- The law allows for three years from the date of the incident to issue a summons against a third party. This could be a long process and there are no guarantees that we will be successful.

3.3. If we decide not to claim from the third party

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

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

3.4. When we will pay back your excess

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

3.5. When we will not pay back your excess

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

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

4. Third party liability process

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

4.1. Your responsibilities

- You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage to your property, or to pay you for your excess.
- You must tell us immediately after you become aware of any action or possible action against you, for example if you receive a summons from the court.
- You must not refer any action against you to anyone other than to us. This means you may not contact an independent legal advisor. Only the insurer may deal with any action against you.

- If you don't comply with your responsibilities, it may mean that we cannot represent you in a third party claim. You will then be responsible to pay the amount of the loss or damage to the other person's property, plus any costs.

4.2. How we negotiate with the third party or the other insurer

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

4.3. The excess that you must pay

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

5. Third party claims information

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

5.1. Third party information

- **Driver of vehicle:** Name, surname, contact details, identity number.
- **Owner of vehicle:** Name, surname, contact details, identity number.
- **Vehicle:** Registration number, make, model, colour and details of any other insurance policy that covers the vehicle.
- **Animals:** If an animal was involved in the accident, we need a photo of the animal including anything that identifies the animal as belonging to its owner (if possible).

5.2. Photos and description of the accident

- Photos of the accident scene and surrounds will be useful to reconstruct the accident.
- Video material, if anyone happens to take a video of the accident.
- Photos and measurements of skid marks (if possible).
- Detailed sketch of the accident scene.
- Written description of how the accident happened.

5.3. Accident information

- Date and time
- **Visibility:** For example, was it raining, dark or foggy?
- **Road surface condition:** For example, slippery.
- **Potholes:** GPS co-ordinates, landmark references, physical address.
- **Witnesses:** Name, surname, contact details, identity number.

6. When we will communicate with you

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

6.1. Third party recovery

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

6.2. Third party liability

- When we have received a claim for a liability action.
- When we have assessed whether you, or the third party are responsible for the loss or damage.
- When we have received a letter of demand from the third party that is claiming from us.
- After a settlement has been negotiated.
- When we decide to legally defend a summons from the third party that is claiming from us. This will include the date, reasons and details of the attorney.
- At important decision points during the litigation process.
- At finalisation of the liability claim against you.

SASRIA COVER

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

1. Terrorism, riots, strikes and other protest actions

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

- Your policy schedule shows the amount of your Sasria premium, as well as exactly which cover sections include Sasria cover.

2. How to claim

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

3. Sasria's contact details

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

barker insurance

Motor

INDEX

INTRODUCTION	33
DEFINITIONS THAT APPLY TO YOUR MOTOR SECTION	33
WHAT WE COVER	33
VEHICLE CONDITIONS	34
DRIVER CONDITIONS	34
WHERE WE COVER YOU	35
YOU MUST TELL US WHAT YOU USE YOUR VEHICLE FOR	35
THE SUM INSURED	36
THIRD PARTY LIABILITY	38
COVER EXTENSIONS	40
SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER	43
YOUR RESPONSIBILITIES	45
HOW WE MAY SETTLE YOUR CLAIM	46
OPTIONAL COVER EXTENSIONS	48

INTRODUCTION

Your **Motor** section explains the types of benefits that are available to you. You must read this section together with the **General Terms and Conditions** and your policy schedule.

DEFINITIONS THAT APPLY TO YOUR MOTOR SECTION

Vehicle	The vehicle that we cover is set out in your policy schedule. The definition of vehicles includes any of the following: • A passenger vehicle, 4x4 vehicle, 4x2 vehicle, minibus, sport utility vehicle (SUV), light delivery vehicle (LDV) or a motorised caravan with a gross vehicle mass of not more than 3 500kg. • A trailer or caravan which is a non-motorised vehicle designed or adapted for towing by a motorised vehicle. • A motorcycle, scooter, quad or three-wheeled vehicle that is registered for use on public, prepared or graded private roads. • Non-road vehicles that are not used on a public road, and that do not need to be registered. These include golf carts, quad bikes, off-road motorcycles, ride-on lawnmowers, tractors, etc. • Vintage (classic) vehicles or motorcycles, which are more than 20 years old, appreciating in value and do not travel more than 10 000 km per 12-month period of insurance. A vehicle or motorcycle is considered classic due to its rarity, desirability, unique features and age, and may only be insured for an agreed value.
Total loss	Total loss means either of the following: • your car was stolen or hijacked and not found; or • your car was so badly damaged that the car is unsafe or uneconomical for us to repair (a write-off).
Regular driver	The person who drives the car most of the time.

WHAT WE COVER

1. Cover options

Your cover option determines how we cover your vehicle, and your selection is shown in your policy schedule. One of the following three cover options can be selected:

1.1. Comprehensive cover

- **Main cover:** We will cover your vehicle for loss or damage that is not excluded under this policy. You are also covered for **Third party liability**.
- **Cover extensions:** You are covered for all the included extensions up to the limits shown in the policy schedule.
- **Optional cover extensions:** These are not automatic extensions. You must choose to be covered and pay the extra premium. If you choose to be covered for an optional extension, we will show your choice on the policy schedule and the explanation of your cover will be included at the end of the **Motor section**. You may choose any of the following optional extensions:

- **Car hire.**
- **Credit shortfall.**

1.2. Third party, fire and theft

- **Main cover:** We will cover your vehicle for loss or damage caused directly by the following events only:
  - Hijacking, theft or attempted theft.
  - Fire, lightning and explosion.

  You are also covered for **Third party liability.**
- **Cover extensions:** You are covered for **Towing and storage**
- **Optional cover extensions:** These are not automatic extensions. You must choose to be covered and pay the extra premium. If you choose to be covered for an optional extension, we will show your choice on the policy schedule and the explanation of your cover will be included at the end of the **Motor section.** You may choose any of the following optional extensions:
  - **Car hire.**

1.3. Third party liability only

You are only covered for your legal liability towards another person as explained under the heading **Third party liability.** There is no cover for loss or damage to your vehicle.

VEHICLE CONDITIONS

- Only the vehicle shown in your policy schedule is covered under this policy.
- Your vehicle must be registered in South Africa and it must have a valid licence. Your claim may be affected if your vehicle is not licensed or if its licence has expired.

DRIVER CONDITIONS

- Any driver of your vehicle or of the vehicle towing your trailer/caravan must comply with the terms and conditions of this policy and must have a valid driver's licence.
  - If your vehicle is used in South Africa, the driver must be in possession of a valid South African driver's licence, or a valid driver's licence that complies with South African legislation.
  - A person with a valid learner's licence must be accompanied by a person with a valid driver's licence.
  - A valid driver's licence is a licence that has not been cancelled, suspended or endorsed.
  - Non-road vehicles may not be driven by a person under 16 years of age. A driver who is under 16 years of age will be regarded as not meeting the **Driver conditions** of this policy.
  - In terms of South African legislation, an international, commonwealth or neighbouring country driver's licence must be converted to a South African licence within the regulated time of the driver becoming a permanent resident, otherwise the licence is invalid and the driver will be considered unlicensed.
  - The code on the driver's licence must allow the driver to drive your vehicle, or to tow the size of load that your vehicle is used for.
  - If your vehicle is used in another country covered under this policy, the driver must have a valid driver's licence as required by the country in which your vehicle is used.

WHERE WE COVER YOU

- We will cover your vehicle within the borders of South Africa and up to 90 days per year while you are travelling in the following countries: Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, eSwatini, Tanzania, Uganda, Zambia and Zimbabwe.
- Your cover outside of South Africa includes **Third party liability**, but certain countries are excluded and there are special conditions as explained under the **Third party liability** cover heading.

YOU MUST TELL US WHAT YOU USE YOUR VEHICLE FOR

1. Type of use

You must tell us what you use your vehicle for most of the time, as explained below. Your chosen type of use is shown in your policy schedule.

- **Private (<5 000 km annually):** You use your vehicle for private (social, domestic and pleasure) purposes. This includes emergency travel to and from work. A mileage restriction of 5 000 km applies in a 12-month period.
- **Private (<10 000 km annually):** You use your vehicle for private (social, domestic and pleasure) purposes. This includes emergency travel to and from work. A mileage restriction of 10 000 km applies in a 12-month period.
- **Private and business:** You use your vehicle to travel for **private use** as explained above, and on a regular basis for travelling as part of your profession or business. A mileage restriction of 35 000 km applies in a 12-month period.

  On condition that:

  - The 12-month period runs from policy renewal date to policy renewal date.
  - We may request proof of your vehicle's odometer reading at any time, such as a photograph of the odometer.
- **Business use:** You use your vehicle to travel for **private and business use** as explained above with no mileage restriction.
  - You are not allowed to use your vehicle as a tool of trade to carry tools, machinery or stock.
  - You may only carry sample stock as a sales representative or professional kits for professions such as make-up artists.
  - You may not insure your motorcycle, scooter, quad or three-wheeled vehicle, vintage vehicle, non-road vehicle, trailer, caravan or motorised caravan for business use. If you use these vehicles listed here for business use, then we will cancel (void) your cover from the date that you started using it for business use.

2. Changes to the use of your vehicle

- You must remember to tell us if the type of use of your vehicle changes, for instance if you insured your vehicle for **private use** but then you start using it for **business use.**
- Unless we cancel your cover because of your dishonesty or intentional misrepresentation, the additional excess as shown in your policy schedule will apply at claim stage in the following instances:
  - If you asked us to insure your vehicle for an option with a mileage restriction, but you unintentionally exceeded the annual mileage limit in a 12-month period and you did not inform us to change your type of use to either private use or business use.
  - If you asked us to insure your vehicle for private use but you unintentionally started using it for business purposes.

THE SUM INSURED

The sum insured (plus the value of listed accessories) is the maximum amount we will pay if your vehicle is a total loss.

1. Retail value

- This is the value from the Auto Dealer's Guide published by TransUnion Auto Information Solutions (Pty) Limited, or any similar publication approved by us. It is the price most dealers would be prepared to sell your vehicle for, based on its mileage and condition. Where no provision is made in such publications, the average value given by an independent motor industry sources of our choice will be used.
- The retail value includes most of the standard and optional factory-fitted accessories that are listed in the manufacturer's specification. However, there are instances where optional factory- fitted accessories are not included in the retail value.
- You must insure any accessories that are not included in your vehicle's retail value separately as explained under the heading **Vehicle accessories**.
- In the event of a total loss claim, we will base the claim amount on the listed retail value as at the date of the claim event, plus the sums insured of all the accessories shown in your policy schedule, less your excess.

2. Retail value adjustment

- If your vehicle is actually worth less or more than the retail value, you may adjust the value you want to insure your vehicle for.
- You may ask us to reduce the value of your vehicle by a percentage lower than retail value, or to increase it by a percentage above retail value.
- If we agree to adjust your car's value, your sum insured will be the retail value adjusted by your chosen percentage.
- This **chosen percentage** is fixed for a year.

At the policy review, it is necessary for you to evaluate whether the selected percentage adequately covers the adjusted value of your vehicle, considering that its retail value may fluctuate.

- You must make sure that you don't specify any accessories that are already included in your **Retail value adjustment**, as we will never pay more than the actual value of your vehicle.
- The Retail value adjustment option does not cover credit shortfall. Credit shortfall is not an automatic extension and is included under the **Optional Credit shortfall** cover extensions. You must choose to be covered and pay the extra premium.
- In the event of a total loss claim the amount payable will be based on the adjusted sum insured as at the date of the claim event provided this is not more than the sum insured and there is evidence that the percentage was reviewed at the last policy renewal date.
- If the vehicles actual value is less than the sum insured in your policy schedule, and you are unable to provide evidence that the percentage was reviewed at the last policy renewal date, we will pay out the lower amount. We will then pay back any premiums for the difference in these values up to a maximum of three years.
- The basis for the settlement is determined as follows:
    - The listed retail value at the time of claim, adjusted higher or lower by the chosen percentage (but we will never pay more than the actual value of the vehicle at the time of claim);
    - plus, the sums insured of all accessories (not included in the retail amount) shown in the policy schedule;
    - less the excess.

When to choose Retail value adjustment: With second-hand vehicles, it isn't always clear when accessories were added which makes insuring accessories separately very difficult.

Example:

Optional factory-fitted accessories might not be included in the retail value. The previous owner may have installed accessories when buying the car, increasing its value, like smash-and-grab window protection or towbar. However, any accessories you added after purchase should still be specified.

In other instances, second-hand cars might be worth more than their retail value because of their availability.

Likewise, a second-hand car could also be worth less than its retail value depending on its condition or if it has a very high mileage. Insuring your car for a percentage less than its retail value will ensure that you don't end up paying more premiums based on the actual retail value while your car is worth less.

3. Agreed value

- You may insure your vehicle for an agreed value if the retail value is not available, and you have supplied us with written proof of the value of your vehicle.
- You must provide a valuation certificate from an expert, such as a motor dealer or motor club for us to agree the value of your vehicle. If your vehicle's actual value is different from the sum insured shown in your latest policy schedule, then you must send us an updated valuation certificate so that we can correct your vehicle's value.
- If you have a claim, it will be settled based on the agreed value, provided you supply an updated valuation at every renewal date of your policy. If you do not, we will use a valuation from an expert, taking into account the condition and mileage of your vehicle. If this value is less than the sum insured in your schedule, we will pay out the lower amount. We will then pay back the premiums we have received for the difference in these values up to a maximum of three years.

4. Vehicle accessories (extras)

- We will cover your vehicle's optional factory-fitted accessories that are not included in its retail value and aftermarket accessories in addition to your vehicle's sum insured.
- **Factory-fitted accessories** are those standard and optional items that are originally fitted by the manufacturer during the production of the vehicle and which are generally included in the manufacturer's specification and in the vehicle's retail value. However, there are instances where optional factory-fitted accessories are not included in the retail value and those items will then be covered under this benefit.
- **Aftermarket accessories** are those accessories that were not originally fitted by the manufacturer during the production of the vehicle, and include the following:
    - Optional or additional accessories that you or any previous owner of the vehicle asked the motor dealer to have fitted before the vehicle was purchased.
    - Accessories that you or any previous owner of the vehicle bought separately and had fitted after the vehicle was purchased.
- We automatically cover these **optional factory-fitted** and **aftermarket accessories** up to the limit as shown in your policy schedule.
- However, if this limit is not enough to cover these accessories, you must specify each accessory and pay the extra premium. We will then cover your accessories up to the sum insured for each accessory as shown in your policy schedule.
- We will cover loss or damage to accessories that have been temporarily removed from your vehicle. Theft cover is on condition that the accessories are securely locked away and that there is proof of forcible or violent entry to or exit from the building.
- If you have replaced factory-fitted accessories with aftermarket accessories, the original parts are no longer included in your vehicle's sum insured. These parts are considered spares and will not be covered unless they are specified on your policy schedule.

- This benefit is not applicable if your vehicle is insured for an **Agreed value**. If your vehicle is insured for an **Agreed value**, then you must make sure that all accessories are included in your vehicle's sum insured.
- If your vehicle is insured for Retail value adjustment, you must make sure that you don't specify any accessories that are already included in your Retail value adjustment sum insured.

THIRD PARTY LIABILITY

A third party is another person whose property is involved in an accident with your vehicle, for example the owner of another vehicle or the owner of property. That person may hold the driver of your vehicle legally liable for the damage caused by your vehicle. Your third party liability cover is up to the limit as shown in your policy schedule, which includes reasonable legal costs which we have agreed to in writing.

1. The driver's legal liability

We will cover any driver's legal liability towards a third party whilst driving your vehicle, as long as you are the person who claims under this policy. We will not cover the driver's legal liability if the driver is insured for third party liability cover with another insurer. However, if the cover with the other insurer is not sufficient to cover the driver's liability, we will consider the claim for the difference up to the limit under this policy.

2. Causes of legal liability and how we cover them

In South Africa, death and bodily injury to persons as a result of vehicle accidents are covered by the Road Accident Fund Act (RAF). This means that your legal liability cover in and outside South Africa is different as explained below:

- **Accidents in South Africa**

  We will cover the driver's legal liability towards a third party if your vehicle is involved in an accident that causes:

  - Damage to another person's property.
  - Death or bodily injury to another person, but only if the driver can be held legally liable in terms of the applicable legislation at the time of the incident.
- **Accidents outside of South Africa**
  - We will cover the driver's legal liability towards a third party if your vehicle is involved in an accident that causes:
    - Damage to another person's property.
    - Death or bodily injury to another person, but only if the driver can be held legally liable in terms of the applicable legislation at the time of the incident.
  - We will cover a driver's legal liability for a total of 90 days per 12-month period of insurance while travelling in any of these countries: Botswana, Lesotho, Malawi, Mozambique, Namibia, eSwatini, Zambia and Zimbabwe. There is no third party liability cover in Angola, Kenya, Tanzania and Uganda.
  - If it is compulsory to take out third-party liability cover at the border of a country, you must claim under that policy first in the event of a claim. If that policy does not cover your valid claim in full, we will cover the difference up to the limit shown in your policy schedule.

3. Driving a vehicle that does not belong to you (if once off cover was agreed with us)

- We also provide third party liability cover as described above if an accident happens while you or the regular driver are driving a vehicle that does not belong to you, but only if the following conditions are met:
  - You advised us before driving the vehicle and we agreed in writing to cover you while driving the vehicle that does not belong to you, for the period agreed.
  - You or the regular driver are the driver at the time of the incident.

- The vehicle is a passenger car, 4x4 vehicle, 4x2 vehicle, minibus, SUV (sport utility vehicle), light delivery vehicle (LDV) or a motorised caravan with a gross vehicle mass of no more than 3 500kg.
- The vehicle is not leased to you and you are not in the process of buying the vehicle from a motor dealer.
- The vehicle is not rented from a vehicle rental company. This does not refer to vehicles that are financed under a lease or rental agreement.
- The vehicle is not elsewhere insured for third party liability.

- You are only covered for legal liability, and not for the loss of or damage to the vehicle you were driving, or for any property carried by that vehicle.

Example: You are covered for your legal liability towards another person if you borrow a friend's uninsured vehicle, and you are in an accident that causes damage to another vehicle.

4. When there is no legal liability

- **Alcohol, drugs and driver behaviour:** There is no legal liability cover while your vehicle is driven or being towed in any of the following instances:
  - The driver is under the influence of alcohol, or the alcohol content in the driver's body exceeds the legal limit.
  - The driver is under the influence of drugs or medication, unless it is prescribed by a doctor and is taken in the correct dosage.
  - The driver refuses to submit to any test to determine the level of alcohol or drugs in their body, such as blood, urine or breathalyser tests.
  - The driver leaves the scene of the accident unreasonably or unlawfully.
  - The driver exposes the vehicle to situations that clearly have a high risk of loss or damage, for example, making a U-turn on a highway or driving at an excessive speed.
- **Liability relating to death of or bodily injury to people:** There is no cover for legal liability relating to death of or bodily injury to any of the following people:
  - You, anyone driving your vehicle, a family member (whether they live with you or not), or any person in your employ.
  - Any person in or on a caravan or trailer while it is being towed by your vehicle.
  - Any person who was outside the cab of your vehicle at the time of the event
  - Any person travelling in, getting into or getting out of a caravan or trailer.
- **Liability relating to loss of or damage to property:** There is no cover for legal liability relating to loss or damage to the following property:
  - Belonging to you, anyone driving your vehicle, a family member (whether they live with you or not), or any person in your employ.
  - In the care, custody or control of the driver of your vehicle.
  - Being carried in, or on, a caravan or a trailer that is towed by your vehicle.
- **Liability relating to towing:** There is no cover for liability relating to loss or damage to a caravan, trailer or another vehicle which does not belong to you, while it is being towed by your vehicle.
- **Breaches of the National Road Traffic Act:** There is no cover for legal costs to defend criminal acts or fines relating to breaches of the National Road Traffic Act.
- **Rejected claims for own damage:** There is no cover for a driver's liability if we reject a claim for loss or damage to your vehicle.

COVER EXTENSIONS

We will automatically cover you for the following included extensions up to the limits shown in the policy schedule.

1. Child car seat

We will pay for a fitted child car seat if it is considered unsafe as a result of accident damage to your vehicle. The limit for this benefit is in addition to the sum insured of your vehicle.

2. Cost of importing parts

If a part needed for the repair of your vehicle is not available in South Africa as a standard (ready- made) part, we will pay for the cost of importing the replacement part including express delivery fees. We will pay up to maximum of the limit shown in your policy schedule and the actual cost of the part which is being replaced, whichever is the lesser. **Note:** The cost of the actual part is covered as part of your claim – this benefit only covers the cost to import the part.

3. Damage due to vermin or animals

We will cover damage caused by vermin or domestic or wild animals. Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers. Vermin include moths, rodents, termites, parasitic worms or any other animal or insect classified as invasive species. Limited cover applies when vehicles are left unattended for more than 30 days or stored in a storage facility.

4. Emergency hotel expenses

We will pay for up to one day 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 vehicle that you are allowed to claim for.

5. Emergency repairs

If your vehicle needs emergency repairs after an accident to get it safely back on the road, you may arrange the repairs and we will pay back the cost of the repairs. The following conditions apply:

- The reason for the repairs must be because of loss or damage which would be covered under this policy.
- If the cost for the emergency repairs is more than the limit, you must first ask our permission before the repairs are done.
- You may only continue with emergency repairs without calling us if the total cost of the repairs is less than the limit shown in the policy schedule.
- If the total cost is more than the limit and you continue with the repairs without our permission, we will only pay up to the limit shown in the policy schedule.
- You must give us a detailed invoice as part of your claim.

6. Emergency services, clean-up and removal of wreckage

In addition to the claim amount, we will cover the costs charged by emergency services attending to the scene of an accident, such as the fire brigade, as well as the costs to clean up debris or spillage. The limit for this benefit is in addition to the sum insured of your vehicle.

7. Fire extinguishing costs

We will cover the costs of extinguishing or fighting a fire if the fire placed your vehicle at risk, but only if you are legally responsible for these costs. The limit for this benefit is in addition to the sum insured of your vehicle.

8. Keys and remote control units

We will cover the costs for the following:

- Replacing stolen or damaged keys, remote control units and locks of your vehicle.
- Replacing keys and remote control units of your vehicle if you suspect that an unauthorised person is in possession of duplicates.
- Re-programming of any related vehicle systems, like central locking and alarm systems.

9. 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.

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

10. Sound equipment

We will pay for accidental loss or damage to any factory-fitted sound equipment originally fitted by the manufacturer, during the production of the vehicle and included in the manufacturer's specification. If the sound equipment is not factory-fitted, it must be specified separately in your policy schedule.

Any theft of the sound equipment must have been the result of forced and violent entry into the vehicle.

11. Theft of spare wheels

We will cover the theft of the spare wheel fitted to the outside of your vehicle up to the amount shown in your policy schedule, on condition that:

- You have a factory- fitted or Vesa-approved wheel-lock to the spare wheel. If you do not have the required wheel-lock fitted to your vehicle, an excess will apply.
- The spare wheel must have been forcibly or violently removed from your vehicle.

12. Towing and storage after an insured event

If your vehicle needs to be towed away, we will cover the cost of the towing to and storage at the nearest repairer, in addition to the claim amount. The following conditions apply to this benefit:

- **Within South Africa – pre-approved:** If you call us and we arrange for your vehicle to be towed, we will cover the full cost of towing and storage.
- **Within South Africa – unapproved:** If you arranged the towing yourself, without calling us first, the cost of towing and storage, as well as the cost of recovering the wreckage of your vehicle before towing, will be limited to the amount shown in the policy schedule.
- **Outside South Africa (repatriation):** We will cover the cost of towing and storage up to the limit shown in the policy schedule on the following conditions:
    - The towing must be in one of the countries covered under this section.
    - We will only pay for one tow. Anything further than the repairer in South Africa is for your cost.
    - If you paid for the costs yourself, then you must give us a detailed invoice as part of your claim.
    - If you were towing a caravan or trailer at the time of the incident, we will also tow your caravan or trailer (weighing less than 3 500 kg), even if it is not insured with us.
    - If your caravan or trailer breaks down, we will arrange for towing of the caravan or trailer, even if it is not insured with us, as long as it was towed by your insured vehicle.
    - For more detail, please refer to **How we handle claims in neighbouring countries** under the heading **How we may settle your claim** in this cover section.

13. Towing after mechanical or electrical breakdown

- **Within South Africa**
  - **With our permission:** We will cover the cost of towing your vehicle because of mechanical or electrical breakdown up to the limit stated on your policy schedule on condition that:
  - You ask us to arrange the towing, and
    - Your vehicle is towed to a place of safety, repair or your home, whichever is the closest.
    - In the event of your vehicle being towed after-hours, your vehicle will be stored in a safe place until office hours.
  - **Without our permission:** Cover is up to the limit as shown in the policy schedule if you do not get our permission for your vehicle to be towed to a place of safety, repair or your home, whichever is the closest.
- **Outside the borders of South Africa:** We will cover the cost of towing your vehicle because of mechanical or electrical breakdown up to the limit stated on your policy schedule on condition that:
  - You need to arrange and pay for the towing yourself.
  - Your vehicle is towed to a place of safety or repair, whichever is the closest.
  - You need to give us a detailed invoice as part of your claim.

The limit stated in your policy schedule will apply and will differ depending on whether our permission was obtained prior to arranging the towing.

IMPORTANT: We do not cover costs of towing the vehicle as a result of a mechanical or electrical breakdown that you can claim for under any other insurance policy.

14. Transit cover

We will cover your vehicle for loss or damage as a result of an accident, theft, attempted theft, fire, lightning, explosion or overturning when it is:

- Being transported by a nationally recognised professional transport contractor or railway to or from any local destination.
- Being transported by sea between ports within South Africa, or by air to countries where cover under this policy is valid.

This includes the loading and unloading of the vehicle. Any transportation used must be designed for the safe and secure transporting of other vehicles.

15. Trauma counselling

- We will cover the cost of a registered professional counsellor for the treatment of trauma suffered by the driver or passengers of the vehicle if they are the victim of an act of violence or assault during a traumatic incident such as attempted theft, hold-up hijacking or fire.
- We will not pay if the driver or passengers are covered under another insurance policy for a similar benefit.
- The limit for this benefit is in addition to the sum insured of your vehicle.
- This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

16. Vehicle modifications for disability

We will pay for alterations to your vehicle if the regular driver becomes permanently and physically disabled after an accident and requires a wheelchair. We will pay for the following alterations to your vehicle:

- Fitting of wheelchair loading equipment.
- Modification of the controls of the vehicle.

17. Windscreen and glass

We will replace or repair accidentally damaged glass in your vehicle's fitted windows (windscreen, rear and side windows). The following conditions apply to this benefit:

- We will not limit the amount we will pay if you call us and we arrange for the repair or replacement of fitted windows.
- If you do not ask our permission before the replacement of fitted windows, we will only pay up to a maximum of the limit.
- This benefit does not apply to sunroofs (including panoramic sunroofs).

SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER

We do not cover any claims for loss, damage or liability directly caused by, or related to, any of these **Specific exclusions**. You must read these **Specific exclusions** together with the **General exclusions** in the **General Terms and Conditions** section to make sure you understand exactly what is not covered. These are not all the instances where we do not provide cover. The cover described in this **Motor** section may have extra exclusions mentioned in the description of the cover.

1. Alcohol, drugs and driver behaviour

- No cover while your vehicle is driven or being towed in any of the following instances:
  - The driver is under the influence of alcohol, or the alcohol content in the driver's body exceeds the legal limit.
  - The driver is under the influence of drugs or medication, unless it is prescribed by a doctor and is taken in the correct dosage.
  - The driver refuses to submit to any test to determine the level of alcohol or drugs in their body, such as blood, urine or breathalyser tests.
  - The driver leaves the scene of the accident unreasonably or unlawfully.
  - The driver exposes the vehicle to situations that clearly have a high risk of loss or damage, for example making a U-turn on a highway or driving at an excessive speed.
- For the purposes of this exclusion, driver means any of the following people:
  - You, the regular driver, or a permanent member of your or the regular driver's household.
  - Any other person driving your vehicle with the permission of the following people:
    - You or the regular driver.
    - An adult of your or the regular driver's household.

2. Custody of the motor trade

No cover while your vehicle is in the custody and control of the motor trade for any reason except for valuation purposes or the overhaul, service or repair of your vehicle unless agreed with us.

Example: You are not covered if your vehicle is stolen or damaged while it is parked at a dealer who is selling it on your behalf.

3. Damage to tyres

- No cover for loss of or damage to your vehicle's tyres caused by braking, punctures, cuts or bursts while driving, unless the rim or another part of your vehicle is damaged in the same event.
- No cover for tyres that are damaged intentionally and maliciously by the regular driver or by a member of your immediate family.

4. Pre-existing damage

No cover for the cost to repair any pre-existing or old damage, faulty workmanship or incomplete repairs that were in existence prior to a claim event.

5. Resultant loss or damage

No cover for any resultant loss or damage that is caused because the driver continued to drive the vehicle after a claim event.

6. Sea, airports and mines

We do not cover you for loss or damage, injury or liability if your vehicle is transported by sea, except between ports within South Africa as explained under the **Transit cover** extension**,** driven on an aviation apron or runway or driven underground in a mine.

7. Unroadworthy vehicles

No cover for loss or damage caused directly because your vehicle does not meet the roadworthy requirements of the applicable National Road Traffic Act.

Example: Tyres that are below the legal thread limit impact the distance before your vehicle comes to a complete stop in wet road conditions. If you are in an accident and our investigation shows that the accident could have been prevented if your vehicle's tyres were within the legal thread limit, we will reject your claim.

8. Uses of your vehicle

No cover for loss or damage while using your vehicle in any of the following instances:

- Using it for longer than 90 days outside of South Africa in a listed country as shown under the heading **Where we cover you**.
- Using it to give driving lessons for which you or the driver of the vehicle receive payment.
- Using it to carry or tow a load that is greater than what it is designed or licensed for.
- Using it to carry passengers, which is greater than the number of passengers the vehicle is licensed to carry.
- Using it to carry explosives or hazardous goods, unless it is for your own personal domestic use and you do not need a formal permit – for example, a gas cylinder for your stove or acid for your pool. Typical examples of explosives and hazardous goods are nitro-glycerine or dynamite, chemicals or compressed gas, gas in liquid form, hazardous waste and liquid petroleum.
- Using it in connection with any performance tests, racing or speeding of any sort, trials or for performance demonstration purposes including 4x4 off-road trails unless agreed with us in writing.
- During any vehicle sporting activity, or while it is being tested for any vehicle sporting activity unless agreed with us in writing.
- Using it on a vehicle sporting circuit or track of any kind, unless during an advanced driving course where all of the following apply:
    - The driving course is accredited by the Advanced Driver Training Industry Board of South Africa (A.D.T.I.B of S.A).
    - At the time of the accident, the driver is under instruction of the approved and accredited driving school instructor.
    - The accident happens while the driver is following the instructions of the driving school instructor.
- Using your vehicle for commercial travelling or as a tool of trade, for example:
    - Towing another vehicle for financial gain.
    - Using your vehicle as a courier or delivery vehicle.

- Renting out your vehicle for use by others.
- Using your vehicle to carry out your trade, such as plumbers, electricians, builders, garden services, farmers, etc.
- Using your vehicle to carry passengers for reward, such as a taxi (including ride-hailing services) or limousine. This exclusion does not apply to car-pooling or lift clubs.

Car-pooling means when you are carrying passengers and the passengers are contributing towards the running cost of the vehicle in a lift club and there is no element of profit or monetary gain for the driver or owner of the vehicle.

9. Vehicle accessories

- No cover for any accessories that are not included in your vehicle's sum insured, or that are not shown separately in your policy schedule.
- There is also no cover for theft of accessories without signs of force or violence.
- Theft of parts or accessories while the vehicle is left unguarded at the scene of an accident, unless leaving the vehicle unguarded is out of your control.

YOUR SPECIFIC RESPONSIBILITIES

1. Tell us of material changes

In addition to your responsibilities shown in the **Your responsibilities** of the **General Terms and Conditions**, you must tell us if there is a material change to the risk of your vehicle within **21 days** from the change. Below are the most important changes you must tell us about:

- **Modifications:** If your vehicle is modified from the manufacturer's specifications, including changes to the engine capacity, suspension or to enhance its performance.
- **Driver changes:** If the regular driver is no longer the person driving your vehicle most of the time.
- **Type of use:** If your vehicle's type of use changes, for example if your vehicle is covered under
- **Private use**, but you start using it for **Business use**.
- **Address:** Changes to the address where your vehicle is usually parked.

2. Check your security

You must read your policy schedule to know what your security requirements are.

- We may specify the type of tracking device to be installed in your vehicle, which may be an early-warning device, radio frequency device or a combination of either. An early-warning tracking device is one that can automatically alert you or the tracking company.
- You will not have any theft or hijacking cover if a security device is a condition of cover noted in your policy schedule and you do not have it installed.
- If a tracking device(s) is either:
  - a requirement for your vehicle; OR
  - not a requirement for your vehicle but you decide to get one and it is noted in your policy schedule and the appropriate premium discount has been given then **we will not pay a claim** for theft or hijacking in any of the following instances:
    - The tracking device(s) is not of the type stipulated in your policy schedule.
    - The tracking device(s) was not in working order at the time of the incident.
    - Your contract(s) was not active at the time of the incident.
    - You did not comply with the conditions of that contract(s).

- You did not report the theft or hijacking to the tracking company(ies) immediately after the incident.

3. You must comply with conditions of cover

- Before we agree to insure certain items, or to provide full or partial cover in certain instances, you may be requested to comply with measures to reduce the risk and severity of loss or damage. For example, we may ask you to have a tracking device installed in your vehicle. We will give you 5 working days from the date we told you about these requirements for you to comply, unless we agree otherwise in writing.

HOW WE MAY SETTLE YOUR CLAIM

In addition to the conditions shown in the **Claiming under this policy** section in the **General Terms and Conditions**, there are extra conditions that specifically apply to your **Motor** section.

1. Total loss claims

We will not pay more than the sum insured on the schedule unless all conditions under **Vehicles younger than 12 months** benefit under the heading **Total loss claims** in the **Motor** section, are met.

- **Vehicles younger than 12 months:**
  - **Cash:** We will pay the list price, up to the limit of the sum insured as shown in your policy schedule, of a new vehicle that is the same or similar make, model and specification (if the same model is not available).

  We will only do this if all of the following applies:
  - You are the first registered owner of the vehicle.
  - Your vehicle is less than 12 months old from the first registration date at the date of the claim event.
  - Your vehicle has less than 30 000 km on its odometer at the date of the event.
  - In the case of your vehicle being stolen, that it was not recovered within 30 days.
- **Vehicles older than 12 months:** If your vehicle is older than 12 months from its first registration at the date of the claim event, we will settle the claim in cash as explained below:
  - **Cash:** We will settle the claim, up to limit of the sum insured as shown in your policy schedule, in cash by transferring the money into the bank account we have on record. If your vehicle is still financed, remember that we will first pay the financial institution as explained in the **General Terms and Conditions** section.
- **Cover ends after a total loss:** Cover for your vehicle ends if it is stolen and not recovered, or if our claims decision is to treat it as a write-off. If your vehicle is written off, it becomes our property.

2. Repairable vehicles

- **You must use our repairer or your chosen qualified repairer approved by us**
  - We will arrange for the repairer to repair your vehicle to a condition similar to its condition immediately before the event.
  - The quality of the workmanship and the materials used by our repairer are guaranteed for as long as you own the vehicle. This guarantee does not include wear and tear, rust, corrosion or depreciation.
  - If you are concerned about the quality of the repairs to your vehicle, you must tell us and make your vehicle available to us for inspection.
  - We will not pay for any work to your vehicle to correct repairs, unless we gave you our permission before the work was done.
  - Repairs must start within three months from the date on which we approved the repairs. If you only take your vehicle in for repairs after the three-month period, then we will only pay the amount that we agreed to as at the date of our approval. You will then have to pay any balance.

- **Replacement parts we may use**
  - If your vehicle is still covered by the manufacturer's warranty, a service or a motor plan, we will repair your vehicle according to the manufacturer's specifications.
  - If your vehicle is no longer covered by the manufacturer's warranty, service or motor plan, we may use new parts, parts which are consistent with the age or condition of your vehicle, or approved alternative parts.
  - If we replace windscreens and glass we may use glass which was not produced by the original manufacturer. The glass will meet the South African Bureau of Standards (SABS) safety and quality standards. The excess may vary depending on the glass chosen.
  - If any damaged part forms part of a set (for example side mirrors), we will only pay for the replacement of the actual part that is damaged.
  - If any part or accessory is no longer available from the manufacturer, or is not available in South Africa, the following applies:
    - We will pay the cost of a similar part or accessory that is available in South Africa, or the last listed price of the part or accessory that is no longer available, plus the reasonable cost to import it, up to the limit shown in your policy schedule for **Cost of importing parts** cover.
    - We will also pay for the cost to have the part fitted by our preferred repairer.
    - We will pay for the reasonable cost to import the part up to the limit of the Cost of importing parts cover extension.
    - We are not responsible for any additional costs because of a delay in the supply of parts or accessories.

3. Reduced pay-out for built-up or SAPVIN vehicles

If your vehicle has been rebuilt (Code 3) or is a SAPVIN code vehicle before you insured it on this policy, and it is written off or stolen, we may reduce your pay-out by a minimum of 30% of the retail value.

- When calculating the retail value, we will consider factors such as condition and mileage of the vehicle.
- A Code 3 vehicle is a new or used vehicle that has been rebuilt after sustaining damage in an accident or incident. Even though it is roadworthy and complies with all relevant legislation, it always carries a Code 3 rating.
- A SAPVIN (SA Police Vehicle Identification Number) code vehicle can be allocated only by the Police when a vehicle's VIN number has been tampered with. The VIN number usually starts with AAPV.
- SAPVIN number is uniquely generated by the South African Police Services (SAPS). They will issue a vehicle with SAPVIN numbers after the original VIN and/or engine number has been damaged or altered or removed. Once the SAPVIN numbers are issued, the vehicle's VIN number will start with AAPV and the engine number will start with V0.

4. How we handle claims in neighbouring countries

If you have a valid claim, we may decide either to have the vehicle repaired in the country concerned, or to bring it back to South Africa for repairs. You usually sign an agreement at the border stating that you are responsible to remove the vehicle from that country when returning to South Africa.

- **Returning you and your passengers to South Africa:** If we decide to tow your vehicle back to South Africa, then we will also arrange to return you and your passengers back to your home in South Africa by way of a one-way economy flight. We will not pay more than the amount shown in your policy schedule for towing outside of South Africa under the included **Towing and storage** benefit.
- **What we do not cover: We will not pay for the following:**
  - Theft of parts or accessories while the vehicle is left unguarded at the scene of an accident unless this is out of your control.
  - More than the amount shown in your policy schedule for towing outside of South Africa under the included **Towing and storage** benefit.

- Any government-imposed duties, customs, charges or stamps.

- **If your vehicle is a write-off:** If the vehicle is a write-off and you do not bring it back to South Africa, we will deduct the value of the salvage from your pay-out.
  - The value of the salvage will be the amount we would have received for it in South Africa in terms of our salvage agreement with our salvage contractor.
  - You will remain the owner of the salvage and be responsible for complying with any local government requirements.
  - This means that the **Salvage belongs to us after a claim** condition in the **General Terms and Conditions: Claiming under this policy** section does not apply in this instance.

OPTIONAL COVER EXTENSIONS

1. Introduction

These are optional benefits if your vehicle is covered under **Comprehensive** or **Third party, fire and theft cover**. You must choose to be covered for these benefits and pay the extra premium shown in your policy schedule.

2. Car hire

2.1. When we will arrange a rental vehicle

- We will arrange for you to rent a vehicle if we accept a claim for loss or damage to your vehicle, except for claims under the included benefits, such as **Windscreen and glass**.
- If your vehicle is still drivable, the rental vehicle is only available from the date that your vehicle is dropped off at our repairer.
- You may use the rental vehicle from the date your claim is accepted until the earliest of the following:
  - The end of the number of days you chose as shown in your policy schedule.
  - The date that the repairs on your vehicle are finalised.
  - The date that we settle a claim for a total loss.
  - The date that we return your vehicle to you if it is recovered after theft or hijacking.
  - The date that we reject your vehicle claim, in which case you must pay back the cost of the car hire for the time that you used the rental vehicle.

2.2. What the car hire benefit includes

The car hire benefit includes the rental of a vehicle which is listed in your chosen vehicle hire group as shown in your policy schedule, as well as all of the following:

- Unlimited kilometres.
- Airport surcharge for rentals from an airport.
- Tourism levies.
- Delivery or collections up to 25 km from the nearest car hire company contracted by us.

2.3. What is not covered

You are responsible for all of the following costs:

- The administration fee charged by the vehicle rental company, the contract fee, refundable fuel deposit, fuel and toll fees.
- Any loss or damage to the rental vehicle that you accept liability for in terms of your contract with the vehicle rental company, with the exception of the excess described above.
- Traffic or speeding fines while the rental vehicle is in your custody and control.

- Costs after the rental vehicle has been in your custody and control for longer than allowed.

2.4. Special conditions

- You must sign all documentation required by the car hire company because the rental agreement is between you and the car hire company contracted by us.
- Only the persons that received permission from the car hire company may drive the rental vehicle. That person must be in the possession of a valid driver's licence.
- We will not pay the cost of the car hire if you do not keep to the terms, conditions and insurance requirements of the car hire company.

3. Credit shortfall

If your vehicle is a total loss and you are still paying it off, there might be a difference (shortfall) between your outstanding loan on your vehicle finance agreement and the value your vehicle is insured for. This benefit covers you for that shortfall, but only up to limit shown in your policy schedule subject to the conditions below:

3.1. What we will pay to the financial institution

- When we settle your claim, our total payment to the financial institution will be calculated as follows:
  - The sum insured of your vehicle as shown in your policy schedule, plus the sum insured of any accessories and equipment that are included in your loan amount.
  - **PLUS:** The difference between your outstanding loan amount and the above.
  - **LESS:** The total of any costs that are not covered as shown under What we do not cover.
- The limit for this benefit is in addition to the sum insured of your vehicle.

3.2. What we will pay to you

If you insured any accessories that are not financed as part of your loan amount, we will pay the value of these insured accessories to you, and not to the financial institution.

3.3. What we do not cover under Credit shortfall

The total amount we pay to the financial institution will not cover your full outstanding loan amount, because the following are not covered:

- The excess due on your vehicle claim.
- Any amounts that we may deduct from your claim because there is no cover or limited cover, such as towing, storage and release fees where you did not arrange towing through us.
- Instalments which are in arrears and any interest on them.
- Any early settlement penalties.
- Any extra fees charged by your financial institution.
- Premiums for insurance, motor warranties and maintenance plans. These must be refunded to you by the administrator of the policy or warranty.
- Any balloon payment, residual value or final lump sum payment shown in your financial agreement that exceeds the credit shortfall limit.
- Amounts added to the initial loan amount of your finance agreement after your vehicle's cover start date, and any finance charges and interest on it.

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Household Contents

INDEX

INTRODUCTION	52
DEFINITIONS OF OTHER WORDS USED IN THIS COVER SECTION	53
WHAT WE COVER	54
WHERE YOUR HOUSEHOLD CONTENTS ARE COVERED	54
MAIN COVER	54
COVER EXTENSIONS	57
OPTIONAL COVER EXTENSIONS	66
YOUR SPECIFIC RESPONSIBILITIES	66
SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER	69
CLAIMS CONDITIONS	71

INTRODUCTION

Your **Household Contents** section explains the types of benefits that are available to you. You must read this section together with the **General Terms and Conditions** and your policy schedule.

1. The definition of Household Contents

1.1. What is included in the definition of Household Contents

Your Household contents refer to tangible and movable household items kept at the risk address, that belong to you or for which you are legally responsible. It also includes the following:

- **Renewable energy equipment** that is not attached to the building or permanently fitted, such as portable inverters and solar panels.
- **Renewable energy equipment and/or a photo-voltaic system** attached or permanently fitted to the home that you are legally and financially responsible for, for example as a tenant or as the owner of a sectional title home under your rental agreement or sectional title lease agreement. This also includes cover for inverters, batteries and fixed generators directly connected to the building's wiring.

  Cover is limited as shown in your policy schedule and is not in addition to the sum insured of your Household contents.

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

  The following conditions apply:

  - We do not cover loss or damage to solar installations that are fitted on a thatch roof.
  - We do not cover loss or damage to solar geysers or hybrid solar system installations where the roof structure was not capable of bearing the additional weight of the installation.
  - Your Household contents sum insured must include the value of these items to avoid underinsurance. You also need to double check that your sum insured is still sufficient at your annual policy review, as it is possible that the cost of these items will increase by more than the inflationary percentage applied to your overall Household contents sum insured.
  - Cover is on condition that the equipment is not covered on any other policy.
  - The equipment must be installed by a registered electrician who must provide either one of the following:
    - A Certificate of Compliance for the installation.
    - Proof of installation stating their adherence to the required electrical standards and regulations at the time that the device was installed.
- **Non-road vehicles** kept at the risk address that do not need to be registered – such as ride-on lawnmowers, Segways and children's motorbikes – and which are not insured under the **Motor** or **All Risks** cover sections of this policy.
- **Fixtures and fittings** that belong to you as a tenant or as the owner of a sectional title building, as long as all of the following applies:
  - You own the fixtures and fittings.
  - You are legally responsible for the fixtures and fittings (where applicable), such as under your rental agreement or sectional title lease agreement.
  - You have included the value of the fixtures and fittings in your Household contents sum insured and they are listed in your policy schedule.

1.2. What is not included in the definition of Household contents

- The following items, including all their fitted accessories, motor vehicles, motorcycles, scooters, golf carts, three-wheeled vehicles, quad-bikes, watercraft, hang-gliders (including their equipment), aircraft, caravans and trailers (including their contents).
- All risks that often leave your risk address or are situated away from the risk address, which you have insured separately under the All Risks cover section as a specified item.
- Animals including fish, reptiles, pets and livestock.
- Water in tanks, swimming pools, spas or any other water container.
- Unset precious stones.
- Computers, laptops or tablets, as well as any associated accessories for example a monitor, keyboard, mouse, carrying case or printer. These items can be covered under the **Personal Computers** cover section

DEFINITIONS OF OTHER WORDS USED IN THIS COVER SECTION

Home	• The main building (private residential building) situated at the risk address and that is used for domestic purposes such as a house, townhouse or flat. • Outbuildings such as garages, storage rooms, garden sheds, Wendy house, Zozo huts, greenhouses, staff quarters, studios, consulting rooms, flatlets, cottages or any other building that is not attached or connected to the main building with an interleading door.
Money	Means negotiable instruments such as bank notes, traveller's cheques and cards, credit cards, debit cards, phone cards, deed certificates, premium bonds, promissory notes, bills of exchange and any documents negotiable for money at face value.
Non-standard construction	Means that a building has been built with material other than those defined in the definition of "Standard construction" such as a thatch roof or walls of wood.
Risk address (Property)	Is the South African address at which the building or home is situated, as shown in the policy schedule.
Standard construction	Means that all buildings have been built with: • walls of brick, stone or concrete and • roofs of slate, tile, concrete, asbestos or metal.
Unoccupied	Your property is unoccupied if you or any of the people who usually live there or the person left at the property in charge of and with access to the home, have all gone out.
Paying guest	A guest who stays at the home for a short period, without a contract, in exchange for a fee.
Subsidence, landslip or ground heave	**Subsidence** means sinking, i.e., the vertical, downward movement of soil. **Landslip** means the sliding down of a mass of land. It is, in effect, a small landslide and it typically occurs on a slope. **Ground heave** means the upward movement of soil supporting the home.
Tenant	A person who signed a rental agreement to live in the home for a set period. This includes sub-tenants.

Collectables	This means any item that is regarded as being of value or interest to a collector, for example firearms, stamps, coins and medal collections. We will pay up to the value set out in a recognised catalogue or pricelist as at the date
Vacant	The building is not furnished enough to be lived in, or no one is eating, sleeping and living at the property.

WHAT WE COVER

We will cover your household contents for the benefits explained under the headings **Main cover, Cover extensions** and **Optional cover extensions**. You must read the detail under each of these headings to understand your cover. Any loss, damage or legal liability must be caused directly by an insured event listed in the **Household Contents** section of this policy, unless we say differently.

WHERE YOUR HOUSEHOLD CONTENTS ARE COVERED

Your Household contents are only covered while at the risk address, except when covered under the following included benefits:

- **Household contents at a temporary location.**
- **Household contents in transit.**
- **Household contents when you move.**
- **Property of parents and grandparents.**
- **Property of students and scholars.**

MAIN COVER

1. Insured events

- **Comprehensive cover:** We will cover your Household contents up to the sum insured shown in the policy schedule, against loss or damage caused directly by the insured events listed below:
    - Fire, lightning and explosion.
    - Storm, wind, snow, rain, hail or flood.
    - Leakage of oil or overflowing of water from geysers, tanks, pipes or gutters. Examples are bursting pipes, overflowing water tanks, exploding geysers and sudden leakage of oil from heaters.
    - Earthquakes.
    - Impact with the home by external forces, like vehicles, like vehicles, animals, aircraft, aerial devices (such as drones), or fallen trees (except when you arranged for trees to be cut down or pruned).
    - Theft or attempted theft. There is no cover for theft or attempted theft if the **Theft Excluded cover** option is selected, as shown in your policy schedule.
    - Malicious damage. This refers to when someone deliberately causes loss or damage to your Household contents without the intention of getting any benefit in return.
    - Subsidence, landslip or ground heave.
- **Theft Excluded cover:** If you select **Theft Excluded cover**, we will cover your household contents up to the sum insured shown in the policy schedule against loss or damage caused directly by the insured events shown above, except for theft and attempted theft. However, you will be covered for theft or attempted theft under the **Cover extensions** and under **Optional cover extensions** (where applicable).

- Imminent danger security costs.
- Professional cleaning service.
- Security guards.
- Temporary emergency measures.
- Veterinary expenses.

2. Sum insured

- **Replacement value:** Your sum insured must be based on the current replacement value of all your Household contents, but it must exclude the value of all items that are not included in the definition of Household contents.
- **Automatic increases:** Every year, we will automatically increase the sum insured of your contents by an inflation-linked percentage. At your policy renewal date, the increased sum insured will be formally shown in your policy schedule, and your premium will be adjusted accordingly. Remember, you are still responsible to make sure that the sum insured is a true reflection of the full current replacement value of your contents to prevent underinsurance. Contact us immediately if you need further advice on whether you need to change your sum insured.

How to determine your sum insured: To calculate how much you must insure your Household contents for, you have to consider how much it will cost to replace all of your Household contents at today's prices. For example, if you had to turn your house upside down, everything that falls out must be included in your sum insured, except for anything listed as not covered under the definition of Household contents.

3. Jewellery and watches

Jewellery and watches are items worn or used for personal adornment and are typically made of gold, silver, platinum or other precious metals, and may be set with precious or semi-precious stones. This benefit covers your jewellery and watches at the home and at a temporary location.

- **Overall limit:** We will not pay more than 33% of your **Household Contents** sum insured in the event of a claim for jewellery and watches.
- **Proof of value and proof of ownership:** We will only cover you up to the amount as shown in your policy schedule if you cannot provide the required proof of value and proof of ownership as explained under the heading **You must give us proof of ownership and value** in the **Your responsibilities** section. We will never pay more than the value of the item as shown on the proof of value you gave to us. Jewellery and watches generally increase in value over time, therefore we recommend that you have your jewellery and watches valued regularly.
- **At a temporary location:** In addition to the conditions of the included **Household contents at a temporary location** extension, there are special conditions and limits for jewellery and watches while at a temporary location.
  - There must be visible signs of forcible or violent entry to or exit from the building when it is unoccupied by you in the case of theft and attempted theft, else the total claim will be limited to the amount shown in the policy schedule.
  - You must keep the keys or access codes to the safe in a secure place to prevent unauthorized access.
  - If not kept in a safe while not worn, cover is limited to the amount per item shown in the policy schedule.
- **Theft from an unattended vehicle**

  We will cover the theft of jewellery and watches from an unattended vehicle:
  - Anywhere within the territorial limits.
  - At the risk address regardless of whether the property is occupied or unoccupied.
  - Cover is up to the limit as shown in your policy schedule on condition that one of the below applies:

- The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are visible signs of forcible or violent entry to or exit from the building or the property.
- The vehicle is locked, there are visible signs of forcible or violent entry and the item is out of view. For instance, your laptop must be concealed in a laptop bag and out of view inside a locked boot or concealed where possible.
- In the case of remote jamming, there is limited cover unless there is CCTV footage or other indisputable proof provided to us.

- **Safekeeping requirements:**

  The following conditions apply to the loss or damage of jewellery and watches while not worn and valued at more than the amount as shown in the policy schedule:

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

  There may be instances where we have special requirements with regards to the safe and these will be noted in your policy schedule.

- **During delivery:**

  We do not cover loss or damage to your jewellery and watches whilst being mailed, couriered or delivered.

Important: You will not have theft and attempted theft cover for this benefit if you have selected the **Theft Excluded cover** option for your **Household Contents**.

4. Theft and malicious damage

Your cover for theft of and malicious damage to Household contents in the home depends on whether the property is occupied at the time of the event, and whether there are visible signs of forcible or violent entry or exit. Please note that if you choose **Theft Excluded cover** then there is no cover for theft or attempted theft.

- **When the property is unoccupied**
  - **Main building**
    - **Cover up to the sum insured:** The property-security measures as stated in your policy schedule must be in place and the conditions applicable to those security measures will apply. There must be visible signs of forcible or violent entry to or exit from the main building or the property, or threat of force to your person.
    - **No cover:** There is no cover if the main building does not meet the property-security requirements as stated in your policy schedule when unoccupied and there are no visible signs of forcible or violent entry to or exit from the main building or the property.
  - **Outbuildings**
    - **Cover up to the sum insured:** The property-security measures as stated in your policy schedule do not need to be in place but there must be visible signs of forcible or violent entry to or exit from the outbuilding, or threat of force to your person.
    - **Limited payment:** If the property-security measures as stated in your policy schedule are not in place and if there are no visible signs of forcible or violent entry to or exit from the outbuilding, cover is limited to the amount shown in the policy schedule.

- **When the property is occupied**
  - **Main building**
    - **Cover up to the sum insured:** There is no requirement for visible signs of forcible or violent entry to or exit from the main building or the property, except for **Jewellery and watches** as explained under the **Safekeeping requirements** heading.
  - **Outbuildings**
    - **Cover up to the sum insured:** There must be visible signs of forcible or violent entry to or exit from the outbuilding or the property.
    - **Limited payment:** If there are no visible signs of forcible or violent entry to or exit from the outbuilding or the property, cover is limited to the amount shown in the policy schedule.
- **Limited cover for theft from an unattended vehicle**
  - If an item is stolen from an unattended vehicle at the risk address, regardless of whether the property is occupied or unoccupied, we will provide cover up to the limit shown in the policy schedule, on condition that one of the following applies:
    - The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are clear signs of forcible or violent entry to or exit from the home or the risk address.
    - The vehicle is locked, there are visible signs of forced entry and the item is out of view, for instance inside a locked boot, inside the glove compartment or under a seat.
    - In the case of remote jamming, there is CCTV footage or other indisputable proof provided to us.

COVER EXTENSIONS

We will automatically cover you for the following included extensions up to the limits shown in the policy schedule. If you are also covered under the **Buildings** section of this policy, we will only pay for an included extension under one section unless we specifically say that we provide cover under both sections.

- If you choose Theft Excluded cover then there is no cover for theft or attempted theft.

1. Accidental death

If you are under the age of 80, we will cover you for the amount shown in the policy schedule if you suffer an accidental bodily injury at your property and you die within 90 days as a direct result of your injuries.

- An accidental bodily injury refers to an unforeseen physical injury caused by accidental, external and visible means, and that happens unexpectedly and unintentionally at an identifiable time.
- We will pay the accidental death benefit to the deceased person's estate.
- If the deceased person is a child, then we will pay the death benefit to the policyholder.
- This benefit is not applicable if the policyholder is a juristic person.
- The limit for this benefit is in addition to the sum insured of your **Household Contents**.

2. Acts by tenants

- Your insurance risk might be affected by the actions of, or failure to act by the owner of the home or the tenants in the following instances:
  - Your tenant, in the case where you own the home and rent it out
  - The owner of the home or other tenants, in the case where you do not own the home but are renting it from another person.
- Because their actions are out of your control, we will cover you against loss or damage to your Household contents when their actions or failure to act would have resulted in your claim being rejected. This is on condition that:
  - You are not aware of their actions or failure to act.

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

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

3. Alternative accommodation or loss of rent

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

- **Alternative accommodation:** If your home is not rented out, then we will cover the cost of alternative accommodation for you, your live-in domestic employees and domestic pets.
  - We will decide on the alternative accommodation by considering the rental amount that would be reasonable to charge for a home of the same value and location as your home.
  - We will pay the reasonable costs we have agreed to for temporary accommodation in a guest house or hotel for not more than 14 days while we arrange alternative accommodation.
- **Loss of rent:** If you rent out your home or part of it to tenants, then we will pay the following:
  - Loss of the actual rental income which you would have earned.
    - You must give us evidence of a rental agreement to prove your loss of rental income.
- **Conditions:** The following conditions apply to these benefits:
  - We must agree that your home is not safe or suitable to be lived in (uninhabitable) because of a valid claim under this section.
  - We will only pay for the time reasonably needed to make your home habitable again, but not more than the limit shown in the policy schedule.
  - We will only pay for alternative accommodation **OR** loss of rent, unless part of your property is rented out and you qualify for both benefits.

The limit for this benefit is in addition to the sum insured of your **Household Contents**.

Note: Storage of your Household contents will be covered under the **Cover extension: Storage costs after insured event**.

4. Clearing-up costs

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

5. Credit/debit-card fraud

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

6. Domestic and wild animals

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

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

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

7. Emergency service charges

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 to prevent or reduce loss or damage to your Household contents. The limit for this benefit is in addition to the sum insured of your **Household Contents**.

8. Garden and landscaping

We will pay the costs of landscaping your garden and replacing any damaged trees, shrubs or plants at your property following an insured event, provided you have not claimed for this benefit under the **Buildings** section of this policy. If you are a tenant, then this is on condition that the homeowner does not have cover under their own insurance. The limit for this benefit is in addition to the sum insured of your **Household Contents**.

9. Gifts

We will cover loss or damage to items that you bought as gifts for someone else, while the gifts are kept inside your home. The limit for this benefit is not in addition to the sum insured of your **Household Contents**.

10. Hole-in-one, full house and SA record

The benefits payable are in addition to the sum insured of your **Household Contents**.

- **Hole-in-one and full house:** We will cover the costs for the traditional golf club or bowling club celebration if you score a hole-in-one or full-house, on condition that:
    - You are an amateur golfer or bowler.
    - The hole-in-one or full-house is certified on the score card by a representative of the golf club or bowling club.
    - In the case of bowls, a full-house will be regarded as eight shots scored in one end during a game of Fours. We will not pay for a full-house achieved in games of Singles, Pairs or Trips.
- **South African record:** We will pay the amount shown in your policy schedule if you break a South African record in any amateur sporting event.
    - The relevant recognised sporting association must give us written confirmation of the South African record.
    - We will not pay if you break more than one record during a calendar month, or more than three records in a 12-month period.

11. Holiday letting

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

12. Household contents at a temporary location

We will cover your Household contents against loss or damage while your Household contents are temporarily removed from the risk address. The following conditions apply:

- Your Household contents are kept in a building within South Africa.
- We only cover your Household contents for a maximum of 60 consecutive days.
- There must be visible signs of forcible or violent entry into or exit from the building in the case of theft, attempted theft and malicious damage.
- You must keep jewellery and watches that are worth more than the amount per item as shown in the policy schedule in a locked safe while not in use by you or in your line of sight at the time of the loss or damage as explained under the **Safekeeping requirements** heading.
- The limit for this benefit is not in addition to the sum insured of your **Household Contents**.
- Your **Household Contents** are only covered in the following buildings:
    - The building of a business where the Household contents are being cleaned, dyed, repaired, altered or renovated.
    - Your place of employment or the accommodation you stay at while travelling for business.
    - A sports or recreational club.
    - At your holiday accommodation.
    - Any other occupied residential home where contents are temporarily stored.

13. Household contents in transit

- We will cover your Household contents (including groceries) against theft, accidental damage and fire while in transit between your risk address and any the following places:
    - The place where you bought the Household contents from.
    - The place where the Household contents are being cleaned, dyed, repaired, altered or renovated.
    - Your place of employment or the accommodation you stay at while travelling for business
    - A sports or recreational club.
    - At your holiday accommodation.
    - Any other occupied residential home where contents are temporarily stored.
- The limit for this benefit is not in addition to the sum insured of your Household contents.
- You must take the necessary care and precaution when transporting jewellery and watches.
- If an item is stolen from an unattended vehicle, a lower limit will apply unless one of the following applies:
    - The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are visible signs of forcible or violent entry to or exit from the home or the risk address.
    - The vehicle is locked, there are visible signs of forced entry and the item is out of view, for instance inside a locked boot, inside the glove compartment or under a seat.
    - In the case of remote jamming, there is CCTV footage or other indisputable proof provided to us.

14. Household contents when you move

We will cover your Household contents against accidental damage, fire, or theft while in transit when you move to a new risk address.

The following conditions apply:

- The transit of your Household contents must be within South Africa.
- Items must be packaged in line with the kind of item. For example, glass items must be bubble wrapped.
- You must take the necessary care and precaution when transporting jewellery and watches.
- Your Household contents are not insured against any of the above events by another insurer.

- Items must be suitably fastened and protected during the move.
- We will only cover accidental damage during transit if it was caused by a vehicle accident, such as a collision, or the vehicle overturning.
- We will not cover loss or damage while your Household contents are in transit via sea or air.
- We will not cover your Household contents during storage, only during transit.
- We will cover your contents for theft while they are in an unattended vehicle, on condition that one of the following applies:
    - The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are visible signs of forcible or violent entry to or exit from the home or the risk address.
    - The vehicle is locked, there are visible signs of forced entry and the item is out of view, for instance inside a locked boot, inside the glove compartment or under a seat.
    - In the case of remote jamming, there is no cover unless there is CCTV footage or other indisputable proof provided to us.
    - The limit for this benefit is not in addition to the sum insured of your **Household Contents**.

Important: Transporting your Household contents to a new risk address is a material change that you must let us know about. The change in your risk could affect the conditions of your cover and we have to amend your policy to reflect your new risk address.

15. Home modifications for disability

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

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

16. Imminent danger security costs

We will pay the reasonable and necessary security costs, preventative measure costs, or protection of property costs incurred to prevent imminent loss or damage to your property that would be covered under this policy. The limit for this benefit is in addition to the sum insured of your **Household Contents**. The **Riots, terrorism and similar events** exclusion in the **General Terms and Conditions** section does not apply to this benefit.

17. Important documents

- We will pay the cost of replacing the following important documents if they are lost or damaged because of an insured event at the risk address or any other location in the world:
    - An identity document, driver's licence and passport.
    - Valuations for your home and Household contents.
    - Wills and the land title to your home.
    - Marriage and birth certificates.
    - Contracts and agreements.
    - Education certificates.
- **There is no cover for manuscripts.**
- The limit for this benefit is not in addition to the sum insured of your **Household Contents**.

18. Keys, locks and remote control units

We will cover the costs for replacing lost, stolen or damaged keys and remote controls, or damage to locks of your home.

- This benefit also includes the following:

- Locks, keys and remote controls to outside doors, safes and alarms.
- The cost of a technician and any reprogramming that may be required.

- We will also provide cover if you suspect that an unauthorised person has access to duplicates.
- The limit for this benefit is not in addition to the sum insured of your Household contents.

19. Krugerrands

We will only consider a claim for loss of or damage to Krugerrands if you complied with our **Krugerrands conditions** as explained under the heading **Your specific responsibilities**.

20. Laundry on the line

We will pay for the theft of laundry on the washing line at the risk address, even if there is no forcible or violent entry to or exit from the risk address. The limit for this benefit is not in addition to the sum insured of your **Household Contents**.

21. Loss of metered water

We will pay for any additional charges on your municipal water bill that results from leakage of underground pipes on your property. The following conditions apply to this benefit:

- On the date the leak was fixed, the water consumption reading must be more than 50% of the average of the previous four readings.
- You took immediate steps to repair the pipes when you discovered physical evidence of a leak, or when you received an abnormally high water account.
- We will only pay for a limited number of incidents in any 12-month period, as shown in the policy schedule.
- We will not pay for:
  - The cost of water from leaking taps, geysers, toilet systems, swimming pools, fish ponds or water features, tanks, spas or any other container.
  - Fixing the problem, including repairs to the affected pipes.
- The limit for this benefit is in addition to the sum insured of your **Household Contents**.

22. Money

- We cover any loss of or damage to money inside the main building up to the limit shown in the policy schedule. The limit for this benefit is not in addition to the sum insured of your **Household Contents**.
- We will not cover any losses outside the main building or in an outbuilding.
- Theft of money is further limited to the amount shown in the policy schedule if not kept in a locked safe.
- **There is no cover** for negotiable securities such as deeds, bonds, bills of exchange, promissory notes and cheques unless it is specified and kept in a vault or safety deposit box.

23. Newly bought Household contents

We will cover loss of or damage to newly bought Household contents for a maximum period of 30 days from the date that you bought it, if you have forgotten to increase your sum insured accordingly.

- This means that if you have a claim during the 30-day period, we will cover the newly bought item for its full value, up to a maximum of the limit.
- After this 30-day period you might be underinsured at the time of a claim if you don't increase your sum insured accordingly.
- The limit for this benefit is in addition to the sum insured of your **Household Contents**.

24. Office contents

We will pay for loss or damage to any goods or equipment in your home or outbuildings that are solely used for administrative or clerical work in your home office – for example, in your home profession or any one-person business that you run on the property. If, for example, you are a plumber we will cover your office desks and cabinets but not any of your tools, equipment or material you use to install or repair any plumbing. Computers, laptops or tablets, as well as any associated accessories for example a monitor, keyboard, mouse, carrying case or printer can be covered under the **Personal Computers** cover section.

25. Pest contamination

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

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

This cover does not apply to:

- Infestations of termites or woodborer.
- Your buildings have been unoccupied for more than 60 days, unless your home is listed as a holiday home in your policy schedule.

26. Professional cleaning services

We will cover the costs for a service provider to clean your household contents if an item is soiled or stained during a home invasion or assault. If we are unable to successfully clean the soiled or stained item, we will repair or replace it up to the limit shown in the policy schedule. The limit for this benefit is in addition to the sum insured of your **Household Contents**.

27. Property of guests and domestic employees

We cover loss or damage to the property belonging to your non-paying guests and full-time domestic employees, but only if they do not have any other insurance covering the item. The following conditions apply:

- Loss or damage must take place at the risk address.
- There must be visible signs of forcible or violent entry to or exit from the home or the property in the event of theft or attempted theft while the property is unoccupied.
- This cover does not include loss of or damage to money.
- The limit for this benefit is in addition to the sum insured of your **Household Contents**.

Important: You will not have theft and attempted theft cover for this benefit if you have selected the **Theft Excluded cover** option for your Household Contents.

28. Property of parents and grandparents

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

- Your parents or grandparents must be financially dependent on you and reside in a nursing home or residential care home.
- There must be visible signs of forcible or violent entry to or exit from the building in the event of theft.
- This cover does not include loss of or damage to money, jewellery and watches.
- The limit for this benefit is in addition to the sum insured of your Household Contents.

Important: You will not have theft and attempted theft cover for this benefit if you have selected the **Theft Excluded cover** option for your Household Contents.

29. Property of students and scholars

We will cover the property and personal belongings of students and scholars against loss or damage while temporarily removed from the home. The following conditions apply:

- The insured property is kept in a boarding school, college, university or other student accommodation within South Africa.
- Students must be studying full-time and financially dependent on you.
- There must be visible signs of forcible or violent entry or exit in the case of theft or attempted theft.
- This cover does not include loss of or damage to money, jewellery and watches.
- The limit for this benefit is not in addition to the sum insured of your Household Contents.

Important: You will not have theft and attempted theft cover for this benefit if you have selected the **Theft Excluded cover** option for your Household Contents.

30. Security guards

We will pay the reasonable and necessary costs to hire a security guard after an insured event, but only if you claim for the insured event. The limit for this benefit is in addition to the sum insured of your **Household Contents**.

31. Spoiling of food in fridge and freezer

- **Cost to cover spoilt contents:** We will pay for the contents of your fridge or freezer (including medication) that is spoilt because of any of the following reasons:
  - Failure of public power or gas supply, except in the following instances:
    - You did not pay your bill or if you ran out of pre-paid electricity.
    - Scheduled power cuts lasting less than 24 hours.
  - Electrical failure inside your home, for instance if your home's power trips while you are away on holiday and all the food inside your fridge and freezer is spoilt.
- **Contamination or odour:** If we decide that the fridge or freezer can no longer be used due to the spoilt contents causing contamination or odour, we will replace your fridge or freezer.
- The limit for this benefit is not in addition to the sum insured of your **Household Contents**.

32. Stamp and coin collections

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

33. Storage costs after insured event

We will cover the storage costs to safeguard your Household contents after an insured event, as well as the contents belonging to your live-in domestic employee. We may choose the place of storage and we must agree to the cost of storage. The limit for this benefit is in addition to the sum insured of your **Household Contents**.

34. Temporary repairs

We will pay for reasonable temporary emergency repairs you carry out to prevent further loss or damage to your contents, if it is necessitated by an insured event.

35. Temporary emergency measures

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

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

- If you are a tenant, then this is on condition that the homeowner does not have cover under their own insurance.
- The limit for this benefit is in addition to the sum insured of your **Household Contents**.

Example of temporary emergency measures: Temporary fencing or hoardings, making the building or the property safe.

36. Theft of items kept outdoors

- We will cover you for theft of the following items intended to be kept or used outdoors, even if there is no forcible or violent entry to or exit from the risk address:
  - Patio and garden furniture.
  - Gas bottles kept outside the home.
  - Braai equipment, excluding utensils.
  - Pool cleaning equipment and accessories.
  - Domestic garden maintenance equipment.
  - Portable generators.
  - Children's play equipment.
  - Garden statues, ornaments and plant containers.
- We will cover you up to the limit shown in the policy schedule for theft of any kind of lawnmower and power equipment while they are not being used. A lower limit will apply if there is no forcible or violent entry to or exit from the risk address or the place of storage.
- The limit for this benefit is not in addition to the sum insured of your **Household Contents**.

37. Tracing of water leaks

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

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

38. Trauma counselling

We will pay the cost of a registered professional counsellor for the treatment of trauma suffered by you or your domestic employees if you are the victim of an act of violence or assault during a traumatic event, such as theft, burglary, fire or a home invasion at the risk address.

- We will not pay you for expenses recoverable from any other insurance.
- This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.
- The limit for this benefit is in addition to the sum insured of your **Household Contents**.

Important: You will not have theft and attempted theft cover for this benefit if you have selected the **Theft Excluded cover** option for your Household Contents.

39. Veterinary expenses

We will cover the veterinary expenses if your domestic animal is injured in a vehicle accident or because of violence by burglars. We do not cover veterinary expenses if your domestic animal is covered by any other insurance, including pet insurance. The limit for this benefit is in addition to the sum insured of your **Household Contents**.

OPTIONAL COVER EXTENSIONS

These are not automatic benefits. You must choose to be covered for these benefits and pay the extra premium. The following conditions apply to all optional benefits:

- All optional benefits are subject to a maximum of the limits shown in the policy schedule.
- If you choose to be covered for an optional benefit, we will show your choice on the policy schedule.
- Any loss, damage or legal liability must be caused directly by an insured event listed in the **Household Contents** section of this policy, unless we say differently.

1. Accidental damage

- We will cover accidental damage to your Household contents.
- Accidental damage is sudden and unforeseen, which you did not intend to happen, such as your child knocking over an expensive ornament and breaking it. Accidental damage does not include loss or damage caused by any listed insured event.
- Accidental damage does not include any of the following:
  - Depreciation, or gradual causes such as wear and tear, deterioration, rust, wet- or dry-rot, rising damp and mildew, corrosion or decay.
  - Mechanical, electronic or electrical breakdown.
  - A cleaning, repairing or restoration process.

2. Power surge

We will cover you for loss or damage to your Household contents caused by an electrical power surge up to the limit as shown in the policy schedule. Power surges happen when the flow of electricity is interrupted, then started again, or when something sends electricity flowing back into the system. The limit for this benefit is not in addition to the sum insured of your **Household Contents**. If you install a surge arrester that complies with our requirements as explained under the heading **Surge arrester requirements**, then no excess will apply.

YOUR SPECIFIC RESPONSIBILITIES

In addition to the responsibilities shown in **Your responsibilities** in the **General Terms and Conditions** section, there are extra responsibilities that specifically apply to your **Household Contents** section.

1. Minimum security requirements

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

Burglar bars and security gates

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

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

Alarm system

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

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

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

If you live in a high-security complex or within a boomed-off suburb

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

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

If you become aware that any of the above requirements are not in place, you must advise us immediately. We may suspend theft cover or apply new terms and conditions, until you can comply. When your property in the complex is left unoccupied, we will only consider your claim on the following conditions:

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

OR

If a 24-hour armed-response service linked alarm system is installed in the buildings:

- The alarm must be activated.
- The alarm must be working properly and the contract with the armed response company must be active.
- You must change the generic code to your own unique code.

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

2. Surge arrester requirements

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

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

The Certificate of Compliance or proof of installation must be provided to us soon after the device was installed. If you are not able to provide proof of installation you will have to pay an excess for power surge claims.

3. Firearm requirements

There are special conditions if you own a firearm. We may reject your claim if you do not comply with the following conditions:

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

4. Krugerrands conditions

Proof of value and proof of ownership: You must give us proof of value and proof of ownership for your Krugerrands when we ask for it.

- We will never pay more than the value of the item as shown on the proof of value you gave to us.
- Because Krugerrands generally increase in value over time, we recommend that you update the value regularly.

Safekeeping requirements: You must keep Krugerrands that are worth more than the amount per item as shown in the policy schedule, in a bank vault or a locked safe. The following requirements apply to the safe:

- The safe must be permanently fitted to the floor or a structural wall of the building where it is kept (at your risk address or at another building).
- You must keep the keys or access codes to the safe in a secure place to prevent unauthorised access.

5. You must give us proof of ownership and value for jewellery, watches and other valuables

You must give us proof of ownership and proof of value when requested. If you are unable to provide proof of value, payment will be up to the limit as shown in the policy schedule. Proof of ownership and value can be any of the following:

- **Proof of purchase:** documents that include the item description or code, a purchase price, date purchased and where the item was purchased.
- **Valuation:** a document completed by a qualified professional jeweller or valuator before the loss occurred. This includes an item description, specifications and the cost to replace the item in South African rand.
- **Original operating manual:** the original printed operation manuals that came with the item.
- **Warranty, guarantee or certificate of authenticity:** the original manufacturer's documentation.
- **Manufacturer's box:** the original packaging that the item came in stating the model or serial number.

Important: We will require the following proof of ownership and value for jewellery, watches and other valuables.

Insured property	Claim per item/set	Minimum proof of ownership and value must include on of the following
Jewellery	Up to R25 000	Proof of purchase OR valuation that identifies the item or set.
	Over R25 000	A valuation that identifies the item or set.
Watches	Up to R25 000	Proof of purchase OR a certificate of authenticity OR an original operating manual OR the manufacturer's box.
	Over R25 000	Proof of purchase OR a warranty, guarantee or certificate of authenticity OR the manufacturer's box OR a valuation.
Other valuables – silver/gold items, art handwoven carpets or rugs	Over R25 000	Proof of purchase OR valuation.

SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER

Specific exclusions are in addition to the exclusions shown in the **General exclusions** section in the **General Terms and Conditions**. Certain exclusions may be cancelled if you chose a benefit that gives you cover for something that would normally be excluded. We will not pay a claim for any of the benefits shown in the **Household Contents** cover section that was caused by, or related to any of the following specific exclusions.

1. Accidental damage to software and data

The accidental damage cover provided under the **Optional cover extensions** does not include loss or damage to your computer, laptop or tablet, as well as any associated accessories for example a monitor, keyboard, mouse, carrying case or printer and the operating system and software of electronic devices, such as cell phones, tablets, laptops, desktop computers, media servers and handheld electronic devices, unless the device is physically damaged at the same time.

2. Alterations and renovations

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

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

3. Blacklisted cell phones

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

4. Chemicals, fertilisers and pesticides

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

5. Contents in the open

We do not cover loss or damage to contents left in the open unless the property is designed to exist in the open and you have taken reasonable care to protect the item.

6. Contents mailed, couriered or delivered

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

7. Drones, remote control aeroplanes, parachutes, paragliders and hang-gliders.

There is no cover for drones, remote-control aeroplanes, parachutes, paragliders and hang-gliders while in use.

In use: Refers to the period when the equipment is actively engaged in its intended operation or any airborne tasks. For example, paragliders, parachutes, hang-gliders, remote control aeroplanes, and drones, while they are taking off, in flight (regardless of whether they are moving or hovering in one place), landing, or grounded while being controlled (remotely or manually).

8. Damage as a result of changes in the water table

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

9. Firearms

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

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

10. Items kept in a vault or safety deposit box

We do not cover loss or damage to contents or personal belongings that are kept in a vault or safety deposit box. These items must be specified, under the **All Risks** section of the policy.

11. Musical instruments

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

12. Occupancy

If your property is unoccupied, the following conditions apply:

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

13. Overwinding of clocks or watches

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

14. Specified items on another cover section or policy

We do not cover loss or damage to Household contents that is specified under another cover section or on another insurance policy and for which you pay a specific premium.

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

15. Superficial damage

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

16. Thatched roof and non-standard construction

We do not cover loss or damage to:

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

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

17. Vermin and domestic animals

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

18. Wine and whiskey collections

There is no cover for:

- The deterioration of the contents of your wine or whiskey collection, including any decline in quality.
- Any unsealed bottles.

19. When the home is lent, let or sub-let

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

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

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

CLAIMS CONDITIONS

The full claims process is explained in the **General Terms and Conditions: Claiming under this policy**. Detailed here are extra conditions that specifically apply to your **Household Contents** section.

1. Your claim settlement will be affected

Your claim settlement will be affected if you are underinsured or if you have other insurance in place (dual insurance). Below is a summary of these principles which are explained in more detail under **General Terms and Conditions: Claiming under this policy:**

- **Underinsurance – the principle of average:** If your **Household Contents** sum insured is less than the current replacement value of all your household contents, you will be underinsured. You will then have to accept a part of the loss in proportion to how much you are underinsured by, known as the principle of average. We will pay you in cash only and we won't repair or replace your household contents. Note that we do not apply the principle of average to any **Included** or **Optional benefits** where a limit applies.
- **Dual insurance:** If you have more than one insurance policy in place which covers your household contents, we may decide to pay only our part of the claim to you. We will then arrange with the other insurer to pay their part of the claim to you.

2. Pairs and sets

We do not cover any additional value that an item has because it forms part of a pair or set. We only cover the proportionate value of the part of the set that is lost or damaged.

Example: If you lose one earring, we will pay out the value of only that one earring.

barker insurance

Buildings

INDEX

INTRODUCTION	75
DEFINTIONS OF OTHER WORDS USED IN THIS SECTION	76
CONDITIONS FOR COVER	76
WHAT WE COVER	76
MAIN COVER	76
COVER EXTENSIONS	78
OPTIONAL COVER EXTENSIONS	84
YOUR SPECIFIC RESPONSIBILITIES	84
SUBSIDENCE, LANDSLIP OR GROUND HEAVE	87
SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER	89
CLAIMS CONDITIONS	91

INTRODUCTION

Your **Buildings** section explains the types of benefits that are available to you. You must read this section together with the **General Terms and Conditions** and your policy schedule.

1. The definition of building

1.1. What is included in the definition of building

- **The main building** (private dwelling) situated at the risk address and that is used for domestic purposes such as a house, townhouse or flat.
- **Outbuildings** such as garages, storage rooms, staff quarters, studios, consulting rooms, flatlets, cottages or any other building that is not attached or connected to the main building with an interleading door.
- **Permanent structures** such as garden sheds, Wendy houses, Zozo huts, green houses, paths and driveways, patios, tennis courts, walls, gates, fences, swimming pools, saunas, spa baths, ponds and water features.
- **Fixtures and fittings** owned by yourself such as aerials, satellite dishes and masts, domestic tanks, pipes, gutters, fitted fish tanks and aquariums, fitted electrical and gas appliances.
- **Glass** doors, windows and sanitary ware including lettering, ornamental work and alarm sensors on glass.
- **Fixed equipment** such as domestic filters, boreholes, pumps, motors, air-conditioning plants and heat pumps.
- **Systems** fitted for solar power, climate-control, alarms and lighting water recycling and water irrigation.
- **Municipal connections** for water, sewerage, gas, electricity and telephones which includes underground pipes, cables, sewers and drains.
- **Photo-voltaic systems** (commonly referred to as solar PV systems), inverters, batteries and fixed generators directly connected to the building's wiring.
- **Renewable energy equipment** such as wind turbines and solar panels that are not connected to a solar geyser.
- **Water heating systems and their individual components,** such as electrical geysers, heat pumps and solar geysers (including solar panels connected to the solar geyser), hot water tanks, stands and tubes.
- **Anything else** that is attached to the building and outbuildings, except for:
    - Everything that is not covered at all as listed below.

1.2. What is not included in the definition of building

- Inflatable swimming pools or portable spas.
- Buildings used as a hotel, motel or boarding house.
- Water in a tank, swimming pool, spa or any other container unless specifically provided by this policy.
- Loose or compacted soil, earth (except as noted under the included **Restoring of soil** cover extension), gravel, pebbles or granular rubber. For example, sand on tennis courts or gravel driveways.
- Earthen walls and structures.
- Earthen and gravel driveways.
- Dam walls, canal walls and sea walls.
- Piers, jetties, wharfs, pontoons, bridges and culverts.

DEFINITIONS OF OTHER WORDS USED IN THIS SECTION

Paying guest	A guest who stays at the building for a short period, without a contract, in exchange for a fee.
Risk address (Property)	Is the South African address at which the building is situated, as shown in the policy schedule.
Tenant	A person who signed a rental agreement to live in the building for a set period. This includes sub-tenants.
Unoccupied	The property is unoccupied if you or any of the people who usually live there or the person left at the property in charge of and with access to the building, have all gone out.
Non-standard construction	Means that a building has been built with material other than those defined in the below definition of "Standard construction" such as a thatch roof or walls of wood.
Standard construction	Means that all buildings have been built with: • walls of brick, stone or concrete and • roofs of slate, tile, concrete, asbestos or metal
Vacant	The building is not furnished enough to be lived in, or no one is eating, sleeping and living at the property.

CONDITIONS FOR COVER

- The risk address of the building must be within the borders of South Africa.
- We will only cover insured events within the boundaries of your risk address.

WHAT WE COVER

We will cover your building for the benefits explained under the headings **Main cover, Cover extensions** and **Optional cover extensions.** You must read the detail under each of these headings to understand your cover. Any loss, damage or legal liability must be caused directly by an insured event listed in the **Buildings** section of this policy, unless we say differently.

MAIN COVER

We will cover your building up to the sum insured shown in the policy schedule, against loss or damage caused directly by the insured events listed below.

1. Insured events

- Fire, lightning and explosion.
- Storm, wind, snow, rain, hail or flood.
- Bursting, leaking or overflowing of water apparatus. This includes cover for the actual item itself.

- **Damage to water apparatus and fixed oil heaters:** You are covered for damage to water apparatus and fixed oil heaters, caused by bursting or leaking. This includes all components that form part of the fixed oil heater or heating system that generates hot water, such as electrical geysers, gas geysers, solar geysers and heat pumps.
- **Damage to the building:** You are covered for damage to the building caused by leaking or overflowing of water from water apparatus such as geysers, tanks, pipes and heat pumps. You are also covered for damage caused by the sudden leakage of oil from oil heaters.
- Earthquakes.
- Impact with the building by external forces, like vehicles, animals, aircraft, aerial devices (drones), or fallen trees (except when you arranged for trees to be cut down or pruned).
- Theft or attempted theft depending on circumstances, security and occupancy.
- Malicious damage. This refers to when someone deliberately causes loss or damage to the building without the intention of getting any benefit in return.

2. Sum insured

Your building's sum insured must be based on the current replacement value of your building, including any professional fees and demolition costs.

- **Fees & costs:** We cover professional fees and demolition costs up to the limit shown in your policy schedule.
- **Automatic increases:** Every year, we will automatically increase the sum insured of your building by an inflation-linked percentage. At your policy renewal date, the increased sum insured will be formally shown in your policy schedule, and your premium will be adjusted accordingly. Remember, you are still responsible to make sure that the sum insured is a true reflection of the full current replacement value of your building to prevent underinsurance. Contact us immediately if you need further advice on whether you need to change your sum insured.
- A replacement value estimate obtained from a reputable valuation provider using satellite imagery may be used as a guide to help determine the sum insured for your building. Because the estimate may not account for all the features and finishes of your building, it may not reflect the full cost of rebuilding.
- It is important to ensure that your sum insured is sufficient to cover the full cost of rebuilding your building. The estimate does not guarantee that the sum insured is adequate. Your building must also meet our underwriting requirements and cover is subject to the terms and conditions of this policy.

3. Theft and malicious damage

Your cover for theft of and malicious damage to the building depends on whether the property is occupied at the time of the event, and whether there are visible signs of forcible or violent entry or exit.

- **When the property is unoccupied**
  - **Main building**
    - **Cover up to the sum insured:** The property-security measures as stated in your policy schedule must be in place and the conditions applicable to those minimum security measures will apply. There must be visible signs of forcible or violent entry to or exit from the main building or the property.
    - **No cover:** There is no cover if the main building does not meet the property-security as stated in your policy schedule when unoccupied and there are no visible signs of forcible or violent entry to or exit from the main building or the property.
  - **Outbuildings**
    - **Cover up to the sum insured:** The property-security measures as stated in your policy schedule do not need to be in place but there must be visible signs of forcible or violent entry to or exit from the outbuilding.
    - **Limited payment:** If the property-security measures as stated in your policy schedule are not in

place and there are also no visible signs of forcible or violent entry to or exit from the outbuilding, cover is limited to the amount shown in the policy schedule.

- **When the property is occupied**
  - **Main building**
    - **Cover up to the sum insured:** There is no requirement for visible signs of forcible or violent entry to or exit from the main building or the property, except if the home is lent, let or sub-let as explained in the next bullet.
    - **No cover:** There is no cover if there are no visible signs of forcible or violent entry to or exit from the main building, outbuildings or the property if the home is lent, let or sub-let.
  - **Outbuildings**
    - **Cover up to the sum insured:** There must be visible signs of forcible or violent entry to or exit from the outbuilding or the property.
    - **Limited payment:** If there are no visible signs of forcible or violent entry to or exit from the outbuilding or the property, cover is limited to the amount shown in the policy schedule.
- **Theft of any part of the building designed to be in the open**
  - You are covered up to the sum insured for theft (or attempted theft) of any fixed part of the home designed to be in the open, such as a gate motor or paving. There is no requirement for visible signs of forcible or violent entry to or exit from the property.

COVER EXTENSIONS

We will automatically cover you for the following included extensions up to the limits shown in the policy schedule. If you are also covered under the **Household Contents** section of this policy, we will only pay for an included extension under one section unless we specifically say that we provide cover under both sections.

1. Accidental damage to underground public services

We will pay the reasonable costs to repair accidental damage to underground public service cables, pipes, sewers and drains as long as:

- They are located between your building and the public supply.
- You are legally responsible for the repairs.

2. Accidental death

If you are under the age of 80, we will cover you for the amount shown in the policy schedule if you suffer an accidental bodily injury at your property and you die within 90 days as a direct result of your injuries.

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

3. Acts by tenants

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

- You are not aware of their actions or failure to act.
- You tell us as soon as you learn about it.

- Their actions or failure to act were not malicious and they did not intentionally cause the loss or damage.

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

4. Alternative accommodation or loss of rent

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

- **Alternative accommodation:** If your building is not rented out, then we will cover the cost of alternative accommodation for you, your live-in domestic employees and domestic pets.
  - We will decide on the alternative accommodation by considering the rental amount that would be reasonable to charge for a building of the same value and location as your building.
  - We will pay the reasonable costs we have agreed to for temporary accommodation in a guest house or hotel for not more than 14 days, while we arrange alternative accommodation.
- **Loss of rent:** If you rent out your building or part of it to tenants, then we will pay the following:
  - Loss of the actual rental income which you would have earned.
    - You must give us evidence of a rental agreement to prove your loss of rental income.
    - **Holiday letting:** If you let out your building to paying guests, then this benefit does not apply to bookings that have been cancelled because your building is uninhabitable. Please contact us if you need business interruption cover under a commercial policy.
- **Conditions:** The following conditions apply to these benefits:
  - We must agree that your building is not safe or suitable to be lived in (uninhabitable) because of a valid claim under this section.
  - We will only pay for the time reasonably needed to make your building habitable again, but not more than the limit shown in the policy schedule.
  - We will only pay for alternative accommodation **OR** loss of rent, unless part of your property is rented out and you qualify for both benefits.
  - The limit for this benefit is in addition to the sum insured of your **Building**.

5. Cover during property transfer

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

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

6. Damage to concealed water pipes

We will cover the full cost to repair or replace concealed water pipes if they leak or burst as a result of increased water pressure or freezing. Although gradual deterioration (such as rust and corrosion) is excluded under the heading **General exclusions – what is not covered: Gradual deterioration** in the **General Terms and Conditions** section, we will cover damage to concealed water pipes as a result of this once during the lifetime of

the policy. Thereafter it will be for your own account.

7. Domestic and wild animals

We will cover you up to the sum insured for loss or damage to your building caused by:

- Wild animals, being non-domesticated animals living freely in their natural environment.
- Domestic animals that do not belong to you.
- Loss or damage caused by vermin is excluded, except for monkeys and baboons.

8. Emergency service charges

We will pay for the costs charged by any emergency-services provider – such as the fire brigade responding to an emergency to prevent or reduce loss or damage to the home. The limit for this benefit is in addition to the sum insured of your **Building**.

9. Fees and costs

We cover the costs that are necessary to repair or rebuild your building when you have a valid claim. We must agree and give you written permission before you incur any costs. The limit of this benefit is included in your sum insured.

- After damage or destruction of the home, we will pay the costs to:
  - Remove debris from the property.
  - Demolish your building or parts of it.
  - Comply with building regulations and laws.
  - Make the building safe if it cannot be lived in.
- If we authorise the repair or rebuilding of your building, we will pay the reasonable cost of:
  - Issuing of the compliance certificates required as per the latest building regulations and laws.
  - Temporary measures necessary to safeguard your building or the repairs being undertaken, that we consider necessary.
  - Fees for quantity surveyors, land surveyors, architects and engineers.
  - Local authorities' inspection fees.
  - Legal work to repair or rebuild.
- We will not pay for the following:
  - Costs to comply with the latest building regulations for electrical and solar geysers, if you did not comply before the loss.
  - Costs or fees related to undamaged parts of the building.
  - Adjustments as requested by the authorities before the damage took place.

10. Garden and landscaping

We will pay the costs of landscaping your garden and replacing any damaged trees, shrubs or plants at your property following fire, lightning, explosion, storm, wind, hail, snow, impact, vandalism, theft or attempted theft.

11. Holiday letting

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

- **Trauma counselling:** We will pay the cost of a registered professional counsellor for the treatment of trauma suffered by a paying guest if they are the victim of an act of violence or assault during a traumatic incident such as theft, burglary, hijacking or fire that occurred on your property up to the limit shown in your policy schedule.
    - We will not pay you for expenses recoverable from any other insurance.
    - This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.
    - The limit for this benefit is in addition to the sum insured of your **Building**.

12. Home improvement

We will cover you for the following benefits:

- **Alterations, renovations and additions to your building**

  If you have alterations, renovations and additions done to your building, you have to increase the sum insured of your building after completion of the work and pay the increased premium. This benefit gives you temporary increased cover for three months after completion of the work, to give you extra time to make the change to your policy.

  If you have a claim during those three months, we will increase the sum insured of your building up to the limit shown in the policy schedule. The following conditions apply to this benefit:

    - A change to your building's construction is material information which can influence our decision whether to accept a risk, as explained under **General Terms and Conditions, Your responsibilities: You must give us all material information.**
        - We will only consider the claim if we would have accepted any change in the risk caused by the alterations, renovations or additions to your building.
        - It is therefore best to notify us of your planned alterations, renovations or additions before starting the work, so that we can assess our risk.
    - If applicable, you must pay the extra premium due for the increased sum insured of the building with effect from the date of completion of the alterations, renovations or additions.
- **Temporary removal of fixtures**

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

    - The items are not removed for longer than 60 days.
    - In the case of theft you would be covered up to the sum insured if:
        - The minimum security measures are in place, and
        - There are visible signs of forcible or violent entry to or exit from the property.
    - We do not cover loss or damage to fixtures left in the open unless the item is designed to exist in the open and you have taken reasonable care to protect the item.
    - The fixtures are not insured in terms of another insurance policy.
- **Theft of building materials and fittings**

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

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

13. Home modifications for disability

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

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

14. Imminent danger security costs

We will pay the reasonable and necessary security costs, preventative measure costs, or protection of property costs incurred to prevent imminent loss or damage to your property that would be covered under this policy. The limit for this benefit is in addition to the sum insured of your **Building**. The **Riots, terrorism and similar events** exclusion in the **General Terms and Conditions** section does not apply to this benefit.

15. Keys, locks and remote control units

We will cover the costs for replacing lost, stolen or damaged keys and remote controls, or damage to locks of your building.

- This benefit also includes the following:
  - Locks, keys and remote controls to outside doors, safes and alarms.
  - The cost of a technician and any reprogramming that may be required
- We will also provide cover if you suspect that an unauthorised person has access to duplicates.
- The limit for this benefit is in addition to the sum insured of your **Building**.

16. Leak detection and repairs

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

- We will also pay for the cost of the necessary repairs required as a result of tracing the leak.
- You must ask us for our permission before you arrange for a water, gas or oil leak to be traced.
- This benefit does not include the cost of the repairs to the pipes which is covered under your main cover.

17. Loss of metered water

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

- On the date the leak was fixed, the water consumption reading must be more than 50% of the average of the previous four readings.
- You took immediate steps to repair the pipes when you discovered physical evidence of a leak, or when you received an abnormally high water account. We will only pay for a limited number of incidents in any 12-month period, as shown in the policy schedule.
- We will not pay the cost of water from leaking taps, geysers, toilet systems, swimming pools, fish ponds, or water features, tanks, spas or any other container.
- The limit for this benefit is in addition to the sum insured of your **Building**.

18. Medical benefit

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

19. Pest contamination

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

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

This cover does not apply to:

- Infestations of termites or woodborer.
- Your buildings have been unoccupied for more than 60 days, unless your home is listed as a holiday home in your policy schedule.

20. Professional cleaning services

We will cover the costs for a service provider to clean your home if it is soiled or stained during a home invasion or assault. If we are unable to successfully clean your home, we will repair or replace the soiled or stained item. The limit for this benefit is in addition to the sum insured of your **Building**.

21. Removal of fallen trees

We will cover the costs for the removal of fallen trees at your risk address. This includes the cost to fell trees at your risk address that are threatening to fall and cause damage to your risk address or your neighbour's residence. We must agree and give you written permission before you fell the tree or you incur any costs. The limit for this benefit is in addition to the sum insured of your **Building**.

22. Restoring of soil

We will cover the reasonable costs to restore soil or earth to your risk address that we consider necessary in order to repair insured damage. For example, soil supporting your retaining wall that has been washed away after a flood. The limit for this benefit is in addition to the sum insured of your **Building**.

23. Security guards

We will pay the reasonable and necessary costs to hire a security guard after an insured event, but only if you claim for the insured event. The limit for this benefit is in addition to the sum insured of your **Building**.

24. Subsidence, landslip or ground heave – standard cover

You are covered for loss or damage caused by subsidence, landslip or ground heave as explained under the heading **Subsidence, landslip or ground heave**.

25. Temporary emergency measures

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

- We will only pay back the costs if we accept the claim for the loss or damage caused by the insured event.
- You must give us a detailed invoice for the costs you incurred for the temporary emergency measures.
- The limit for this benefit is in addition to the sum insured of your **Building**.

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

26. Trauma counselling

We will pay the cost of a registered professional counsellor for the treatment of trauma suffered by you or your domestic employees, if you are the victim of an act of violence or assault during a traumatic event, such as theft, burglary, fire or a home invasion at the risk address.

- We will not pay you for expenses recoverable from any other insurance.
- The limit for this benefit is in addition to the sum insured of your building.
- This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

OPTIONAL COVER EXTENSIONS

These are not automatic extensions. We will cover you up to the limits shown in your policy schedule if you chose to be covered and pay the extra premium.

1. Accidental damage to the buildings and fixed machinery

We will pay for accidental loss or damage to your buildings and fixed machinery installed at your property which is used for domestic purposes only. Accidental damage is sudden and unforeseen, which you did not intend to happen, for example accidentally breaking a glass hob or a window.

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

- Irrigation equipment, driveways, pavements, roads, cables, cableways, excavations or property below ground.

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

Check your policy schedule 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.

2. Power surge

We will cover you for loss or damage to all electrical and electronic equipment forming part of your Building caused by an electrical power surge up to the limit as shown in the policy schedule. Power surges happen when the flow of electricity is interrupted, then started again, or when something sends electricity flowing back into the system. The limit for this benefit is not in addition to the sum insured of your **Building**. If you install a surge arrester that complies with our requirements as explained under the heading **Surge arrester requirements**, then no excess will apply.

3. Subsidence, landslip or ground heave – extended cover

You are covered for loss or damage caused by subsidence, landslip or ground heave as explained under the heading **Subsidence, landslip or ground heave**.

YOUR SPECIFIC RESPONSIBILITIES

In addition to the responsibilities shown in **Your responsibilities** in the **General Terms and Conditions** section, there are extra responsibilities that specifically apply to your **Buildings** section.

1. Minimum security requirements

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

Burglar bars and security gates

- If it was agreed that the security requirements are burglar bars and security gates, then the following conditions apply:
    - All opening windows must be protected by burglar bars.
    - Security gates must be fitted to all exit doors, and must be locked when your buildings are left unoccupied.
    - Burglar bars and security gates must be maintained and in working condition at all times.

Alarm system

- If it was agreed that the minimum security requirement is an alarm system, then the following conditions apply:
    - The alarm must be linked to a 24-hour armed-response service.
    - The alarm must be working properly and the contract with the armed response company must be active.
    - You must change the generic code to your own unique code.
    - If we asked you to, the alarm must be linked to an electric fence, or must include outside alarm beams.
    - The alarm must be activated when your property is left unoccupied.

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

If you live in a high-security complex or within a boomed-off suburb

- If your home is listed in your policy schedule as being in a high-security complex or within a boomed-off suburb, and we agreed that the minimum security requirements below apply to you, then you must ensure that the following security measures are in place at the complex, fully maintained and in working order at all times:
    - 24-hour access control to the complex or boomed-off suburb.
    - A high perimeter wall with electric fencing, alarmed and linked to either a 24-hour armed- response service or the guardhouse.

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

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

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

OR

If a 24-hour armed-response service linked alarm system is installed in the buildings:

- The alarm must be activated.
- The alarm must be working properly and the contract with the armed response company must be active.
- You must change the generic code to your own unique code.

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

2. Surge arrester requirements

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

- Be a type 2 device.
- Be designed to withstand at least peak surge currents of 40kA (/max).

- Be wired in terms of SANS 10142-1 Connection type 2.
- Have a status indicator to indicate if the arrester is operational or not.
- Be installed by a registered electrician who must provide either of the following:
    - A Certificate of Compliance for the installation.
    - Proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed, as well as complete the **Surge arrester checklist** form, which you can request from us.

The Certificate of Compliance or proof of installation must be provided to us soon after the device was installed. If you are not able to provide proof of installation or have not met the surge arrester requirements you will have to pay an excess for power surge claims.

3. Renewable energy equipment and/or photo-voltaic systems

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

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

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

4. All non-standard construction buildings

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

- **Surge arrester requirements**

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

    - Be a type 2 device.
    - Be designed to withstand at least peak surge currents of 40kA (/max).
    - Be wired in terms of SANS 10142-1 Connection type 2.
    - Have a status indicator to indicate if the protector is operational or not.
    - Be installed by a registered electrician who must provide either of the following:
        - A Certificate of Compliance for the installation.

- Proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed, as well as complete the **Surge arrester checklist** form, which you can request from us.

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

- **Lightning conductor**

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

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

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

- **Thatch roofs**
  - Under no circumstances should steel pipes, cables or electric wiring be in direct contact with the thatch.
  - We do not cover loss or damage to solar installations that are fitted on a thatch roof.
  - There must be adequate clearance between the thatch and metal objects under it.
  - Where metals used in the construction of the roof are not bonded and earthed, a minimum clearance of one metre must be maintained between metals in the roof, water pipes, vent pipes, tanks, gas pipes, antennas, telephone, bell wires, burglar alarms, electrical wiring and conduits.
- **Wood or thatch roofs treated with fire retardant**
  - If you have a wood or thatch roof and it is treated with a fire retardant, then it must be maintained according to the manufacturer's specifications or at a minimum interval not exceeding 3 (three) years.
  - You must supply us with written proof of the maintenance, if required by us.
- **Conditions for a chimney**

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

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

SUBSIDENCE, LANDSLIP OR GROUND HEAVE

1. Definitions that apply to this cover

Active soil	Means soil that changes in volume in response to changes in moisture content, i.e. increase in volume (heave or swell) upon wetting and decrease in volume (shrink) upon drying out, such as clay.
Ground heave	Means the upward movement of soil supporting the home.
Landslip	Means the sliding down of a mass of land. It is, in effect, a small landslide and it typically occurs on a slope.
Subsidence	Means sinking, i.e. the vertical, downward movement of soil.

2. Subsidence, landslip or ground heave – standard cover (Cover extension)

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

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

3. Subsidence, landslip or ground heave – extended cover (Optional cover extension)

This is not an automatic benefit. You must choose this optional benefit and pay the extra premium. If you chose this optional benefit, we will show your choice in the policy schedule as well as the limit that applies.

- We will cover any loss or damage to the private residential building and the domestic outbuildings (including fixtures and fittings attached to these buildings) caused by subsidence, landslip or ground heave as explained under the **Cover extension: Subsidence, landslip or ground heave – standard cover**.
- In addition to this we will also cover the following items and causes that are excluded from the **Cover extension: Subsidence, landslip or ground heave – standard cover:**
    - Loss or damage to driveways, swimming pools and tennis courts caused by subsidence, landslip or ground heave.
    - Loss or damage to boundary, retaining and garden walls, gate posts, fences, septic or conservancy tanks, water paths, drains, paths and terraces, paving and swimming pool surroundings, but only if the private residential building or outbuildings are damaged at the same time by subsidence, landslip or ground heave.
    - Loss of damage caused as a result of the contraction and/or expansion of active soils due to the moisture or water content of such active soil as is experienced in clay and other similar types of ground.

4. Exclusions applicable to the Included and Optional cover extensions

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

- Normal settlement, shrinkage or expansion of the building.
- Structural alterations, additions or repairs.
- The inadequate compaction of infill or construction.
- Damage which existed before your cover started.
- The removal or weakening of support to the building.
- Excavations on or under land other than mining operations.
- Defective design, materials, or workmanship.
- Loss of or damage to solid floor slabs or any other part of the private residential building or outbuildings resulting from the movement of such slabs, unless the foundations supporting the external walls of these buildings are damaged by the same cause at the same time.
- Work necessary to prevent further loss or damage due to subsidence or landslip, except where appropriate design precautions were implemented during the original construction of the building and any subsequent additions thereto.
- Consequential loss of any kind whatsoever except as specifically provided for under the **Included benefit: Alternative accommodation or loss of rent.**

5. Conditions applicable to the Included and Optional cover extensions

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

SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER

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

1. Alterations and renovations

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

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

2. Building regulations

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

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

3. Changes in the underground water table

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

4. Chemicals, fertilisers and pesticides

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

5. Fixed equipment

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

- Using tools or equipment in an incorrect manner.
- Purposefully overloading the fixed equipment.

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

of a circuit breaker.

6. Impact by trees

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

7. Occupancy

If your property is unoccupied, the following conditions apply:

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

8. Storm, hail or flood damage

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

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

9. Subsidence, landslip or ground heave

Please refer to the heading **Subsidence, landslip or ground heave** for specific exclusions related to subsidence, landslip or ground heave for the **Included** and **Optional cover extension**.

10. Superficial damage

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

11. Thatched roof and non-standard construction

We do not cover loss or damage to:

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

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

12. Vermin and domestic animals

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

13. Weeds and roots

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

14. When the building is lent, let or sub-let

We do not cover theft and malicious damage if you lend, let or sub-let the building, unless there is forcible or violent entry to or exit from the building.

CLAIMS CONDITIONS

The full claims process is explained in the **General Terms and Conditions: Claiming under this policy**. Detailed here are extra conditions that specifically apply to your **Buildings** section.

1. Your claim settlement may be affected

Your claim settlement may be affected if you are underinsured or if you have other insurance in place. Below is a summary of these principles which are explained in more detail under **General Terms and Conditions: Claiming under this policy:**

- **Underinsurance – the principle of average:** If your building's sum insured is less than the current reinstatement value (including professional fees and demolition costs), you will be underinsured. You will then have to accept a part of the loss in proportion to how much you are underinsured by, known as the principle of average. We will pay you in cash only and we won't repair or replace your building. Note that we do not apply the principle of average to any **Included** or **Optional cover extensions** where a limit applies.
- **Dual insurance:** If you have more than one insurance policy in place which covers your building, we may decide to pay only our part of the claim to you. We will then arrange with the other insurer to pay their part of the claim to you.

2. How we may settle a total loss claim

This section explains how we may settle a claim if your building is totally destroyed (total loss).

- If we approve a claim for the total loss of your building, we may decide whether to settle you in cash, or whether to rebuild (reinstate) your building.
    - We will base the value of the claim on the actual building costs as at the date of the claim event, up to the building's sum insured shown in the policy schedule.
    - The value of the claim will not include the cost of a building which is superior to the insured building, and will not be based on the market value of the insured building.
    - The cost of demolition and professional fees will be paid under the **Included cover extensions: Fees & costs**, up to the limit shown in the policy schedule.
- If we decide to rebuild your building, you can choose if you want us to rebuild your building, or whether you want to rebuild your building yourself but with our involvement, as explained below:
    - **If you rebuild with our involvement**, you can choose to rebuild your building as close as possible to its condition when it was new, on the same site or on another site, and in the way you want.
        - You must agree to our terms and conditions at the time of the claim.
        - We will not pay more than the reinstatement cost which we calculated as at the date of the claim event.
        - If you choose to rebuild on a different site, we will not pay more than what we would have paid if you had built on the original site.
    - **If we rebuild using our contractors,** then the following conditions apply:
        - You must allow us to start rebuilding within six months from the date of the claim event, unless we agree to a later date.
        - If you only allow us to start rebuilding after the period we have agreed to, and the costs of building have increased, we will only cover the reinstatement cost which we calculated as at the date of the claim event. This means that you will have to pay for the difference.

- If we agree, you can choose to rebuild on a different site, but we will not pay more than what we would have paid if you had built on the original site.

- **IMPORTANT:** The sum insured of your building does not include the cost of the land. This cost would be for your own account if you rebuild on a different site.

3. Matching materials or colours

- We will do our best to restore your building to its original state prior to the event that led to the claim.
  - If we are not able to match materials or colours we will use materials or colours that are, in our opinion, the closest match to the original.
  - This is strictly limited to the damaged part of the building only.
- If you are not satisfied with the materials or colours we find as the closest match, then you can choose one of the following options:
  - You can pay the extra cost of repairing or rebuilding undamaged parts of the building to achieve a uniform appearance (if we agree).
  - We will pay you what it would have cost us to repair or rebuild the damaged part.

barker insurance

All Risks

INDEX

INTRODUCTION	95
DEFINITIONS THAT APPLY YOUR ALL RISKS SECTION	95
WHAT WE COVER	95
THE DIFFERENT WAYS YOU CAN INSURE YOUR ALL RISKS ITEMS	95
UNSPECIFIED ALL RISKS	96
ITEMS OUT AND ABOUT	96
SPECIFIED ALL RISKS	96
COVER CATEGORIES	97
HOW MUCH WE PAY	98
WHERE IS MY INSURED PROPERTY COVERED	99
SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER	99
YOUR SPECIFIC RESPONSIBILITIES	100
SPECIFIC CONDITIONS WHEN YOU CLAIM	102

INTRODUCTION

Your **All Risks** section explains the types of benefits that are available to you. You must read this section together with the **General Terms and Conditions** and your policy schedule.

DEFINITIONS THAT APPLY TO YOUR ALL RISKS SECTION

All Risks items	Clothing and personal items that you would normally wear or carry with you. Examples of All Risk items are clothing, handbags, classic and sport watches, jewellery, sunglasses, groceries, sports equipment, cameras, child car seat, prams and musical instruments. It also includes professional kits for professions, such as make-up artists and medical students etc. You can insure your All Risk items in a number of ways, please read the relevant sections to understand your cover.
Risk address (Property)	Is the South African address at which the building or home is situated, as shown in the policy schedule.
Home	• The main building (private residential building) situated at the risk address and that is used for domestic purposes such as a house, townhouse or flat. • Outbuildings such as garages, storage rooms, garden sheds, Wendy house, Zozo huts, greenhouses, staff quarters, studios, consulting rooms, flatlets, cottages or any other building that is not attached or connected to the main building with an interleading door.
Collectables	This means any item that is regarded as being of value or interest to a collector. For example, firearms, stamps, coins and medal collections. We will pay up to the value set out in a recognised catalogue or pricelist as at the date of the loss or damage, or as determined by an independent specialist.
Unoccupied	Your property is unoccupied if you or any of the people who usually live there or the person left at the property in charge of and with access to the home, have all gone out.

WHAT WE COVER

We cover your All Risk items and collectables for accidental loss or damage unless specifically excluded in this section. These are everyday items of clothing and personal effects normally worn by or carried on one's person, or which often leaves your home.

THE DIFFERENT WAYS YOU CAN INSURE YOUR ALL RISKS ITEMS

You can insure your All Risk items under the following sections:

- Unspecified All Risks; or Items out and about (if you meet our qualifying requirements).
- Specified All Risks.

You cannot have **Unspecified All Risks** cover if you have selected **Items out and about** cover.

Below is a summary of the cover, please read each section for a detailed explanation of the cover provided.

UNSPECIFIED ALL RISKS

If you choose to be covered under Unspecified All Risks, we will cover your All Risk items up to the sum insured shown in the policy schedule. The sum insured is the maximum total value of the items that you told us about. There is also a limit per item that is shown in the policy schedule. You do not have to tell us about each item, they are automatically covered.

The following items cannot be covered under Unspecified All Risks

- **Electronics:** This includes cell phones, tablets, portable music players, headphones and earphones, gaming devices, portable audio equipment, external hard drives, data storage devices, GPS's. It also includes any software supplied by the manufacturer as part of the item, and any programmes or software for which you have a legal licence, provided the limit per item and the overall sum insured is sufficient.
- Rare books, metals, unset precious stones, individual stamps or coins.
- Bicycles and cycling equipment.
- Property that is more specifically insured.
- Items kept in a bank vault or a safety deposit box.
- Stamps, coins, collectables.
- Caravan and camping equipment.
- Golf clubs.
- Fishing equipment.
- Scuba diving equipment.
- Drones and remote control aeroplanes, parachutes, paragliders and hang-gliders.
- Spectacles and sunglasses.

ITEMS OUT AND ABOUT

If you meet our requirements and chose to be covered under **Items out and about**, we will cover your All Risk items up to the chosen percentage of your **Household Contents** sum insured limited to a maximum amount per item, as stated in your policy schedule. You do not have to tell us about each item, they are automatically covered. Because the value of your Household contents is automatically increased every year, the Items out and about sum insured will also be adjusted. Items covered while out and about also include cover the following items:

- **Mobile electronic devices** (including wearable technology such as smart or sport watches), portable navigation and communication equipment, for example, laptops and cellular phones, including if they are used for business.
- **Caravan and camping equipment**, including Household contents when you use it temporarily away from the home for camping purposes. This excludes fixtures and fittings of caravans and trailers, as these must be separately insured under the Motor cover section.
- **Sports equipment** such as bicycles, motorised equipment (motorised bicycles, Segways and children's motorised scooters/motorbikes), cycling equipment, golf clubs, scuba diving, fishing equipment, including while you are participating in sports events worldwide.

SPECIFIED ALL RISKS

We will require the value, description and serial number (where applicable) for each specified item. We will list each item in your policy schedule and cover each item up to the specified amount per item.

The following items are not covered unless specified:

- Any mobile electronic devices (including wearable technology such as smart watches), portable navigation and communication equipment, for example, cellular phones, including if they are used for business.

- Wheelchairs – motorised and non-motorised.
- Mobility scooters and shop riders.
- Drones and remote control aeroplanes, parachutes, paragliders and hang-gliders.
- Spectacles and sunglasses.
- Items that are kept in a bank vault or safety deposit box.
- Stamps, coins, collectables.
- Jewellery and watches worth more than 33% of the sum insured of your **Household Contents**.
- All Risk items that are worth more than the cover limit under the **Unspecified All Risks** or **Items out and about** section.

1. While in a vault or safety deposit box

We will cover you against loss or damage to your specified items in a vault or safety deposit box at a bank or similar secure facility.

While in transit

You will have cover up to the sum insured as shown in your policy schedule while items are in direct transit to or from the vault or safety deposit box and your home. You do not need to notify us when items are in transit.

While temporarily removed

Cover depends on whether we have been notified as explained below:

- **Notified:** If you notify us before temporarily removing items from the vault or safety deposit box, we will cover you up to the full sum insured. We must agree to provide cover and if we do so we may change your premium and amend the terms and conditions for cover while items are temporarily removed.
- **Not notified:** If you do not notify us before temporarily removing items from the vault or safety deposit box, we will not cover you for the full sum insured, but only up to the limit as shown in your policy schedule. This limited cover will be for a maximum of 7 days.
- **IMPORTANT:** There is no cover under this cover section for your item temporarily removed from the vault or safety deposit box after 7 days.

COVER CATEGORIES

We will cover you for the following cover categories up to the limits shown in the policy schedule. If you are also covered under the **Household Contents** section of this policy, we will only pay for cover under one section unless we specifically say that we provide cover under both sections.

1. Jewellery and classic watches

- We will cover loss or damage to jewellery and classic watches that are typically made of gold, silver, platinum or other precious metals and may be set with precious or semi-precious stones. The definition of jewellery and classic watches does not include wearable technology such as smart or sport watches.
- We will only consider a claim for loss of or damage to jewellery and classic watches worth more than the amount shown in the policy schedule while the item was not worn and if you complied with our **Jewellery and watches conditions** as explained under the heading **Your specific responsibilities.**

2. Wearable technology

- Wearable technology is an electronic device designed to be worn on the body or your clothing. These devices can track, analyse, and transmit personal data or be used for social communication purposes. Examples are smart or sport watches and smart glasses.
- We will only consider a claim for loss of or damage to wearable technology worth more than the amount shown in the policy schedule while the item was not worn and if you complied with our **Jewellery and watches conditions** as explained under the heading **Your specific responsibilities**.

3. Krugerrands

We will only consider a claim for loss of or damage to Krugerrands if you complied with our **Krugerrands conditions** as explained under the heading **Your specific responsibilities**.

4. Musical instruments

We will cover loss or damage to portable music instruments, for example guitars, violins, flutes and drums.

5. Photographic equipment

We will cover loss or damage to photographic equipment, for example cameras, video cameras, camcorders, lenses, filters, bags, cases, batteries, chargers, tripods and related accessories.

6. Firearms

We will cover loss or damage to firearms and guns that you obtained legally and are licensed. There are special conditions that apply to firearms as explained under the heading **Your responsibilities: Firearms conditions**.

7. Hearing aids, prostheses and medical devices

We will cover loss or damage to hearing aids, prostheses and other medical devices.

HOW MUCH WE PAY

We will pay out based on the replacement cost of any damaged or lost item. This pay-out will never exceed the amount in your policy schedule.

- For any claim under **Unspecified All Risks**, we will pay up to the percentage of the Unspecified All Risks sum insured, limited to a maximum amount, as stated in your policy schedule for each single item.

  Example: You insured your **Unspecified All Risks** with us for R50 000. Your handbag with a current replacement value of R10 000 is stolen. The item limit is 20% of the sum insured with a maximum of R5 000. We will then only pay R5 000, less your excess.
- For any claim under **Items out and about**, we will pay the chosen percentage of your Household contents sum insured, limited to a maximum amount per item, as stated in your policy schedule.

  Example: You insured your **Items out and about** with us for R200 000 (10% of Household contents sum insured of R2 000 000). Your handbag with a current replacement value of R50 000 is stolen. The item limit is R250 000. We will pay R50 000, less your excess.
- The specified sum insured per specified item is the value that you gave us for each item shown in your policy schedule. For any claim under **Specified All Risks**, we will pay your specified item up to the maximum of the specified amount per item, so it is important that you insure your items for their latest replacement values. If something includes a collection of smaller items, you can insure it as one item with the specified sum insured reflecting the combined value of the item and everything it includes. We require a detailed list of the items making up the collection and their values before the cover start date.

WHERE IS MY INSURED PROPERTY COVERED?

Your insured property is covered while you are wearing it, carrying it or travelling with it anywhere in the world. When travelling outside of South Africa, cover is limited to a period of six consecutive months unless otherwise agreed by us.

If, however, your property is not carried or worn by you, you must comply with the requirements such as having it kept in a locked safe or taking reasonable steps to prevent loss or damage.

- **Unspecified All Risks** and **Items out and about** are only covered for loss or damage while they are away from your home. These items will be covered under your **Household Contents** cover section as part of your Household contents sum insured.
- **Specified All Risks** items are covered for loss or damage while they are away or at your home.

SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER

Specific exclusions are in addition to the exclusions shown in the **General exclusions** in the **General Terms and Conditions** section. We will not pay a claim that was caused by, or related to any of the following specific exclusions.

1. Blacklisted cell phones

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

2. Delivery

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

3. Drones, remote control aeroplanes, parachutes, paragliders and hang-gliders

There is no cover for drones, remote control aeroplanes, parachutes, paragliders and hang-gliders while in use.

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

4. Money and manuscripts

- We do not cover manuscripts and cash used as currency (coins and banknotes).
- We do not cover credit cards, debit cards, phone cards, deeds, bonds, bills of exchange, promissory notes, traveller's cheques and cards, and any other documents negotiable for money at face value, unless you have specified it under the category **While in a vault or safety deposit box**.

5. Musical instruments

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

6. Overwinding of clocks or watches

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

7. Professional photographers

We do not cover your photographic equipment if used for professional purposes as your main source of income.

8. Superficial damage

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

9. Theft from an unattended vehicle

- There is no cover for theft from an unattended vehicle (car, trailer or caravan), except in the following instances:
    - The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are clear signs of forcible or violent entry into the building or the property.
    - If an item is carried inside a vehicle, then the vehicle is locked, there are clear signs of forced entry and the item is out of view, for instance inside a locked boot or concealed where possible.
    - If an item is carried on a rack attached to a vehicle such as a roof rack, then the item is secured by a lock and chain, such as a surfboard.
    - In the case of remote jamming, there is limited cover as shown in your policy schedule.
- This exclusion does not apply to theft of unattended bicycles and motorised equipment. Please refer to the **Unattended bicycles and motorised equipment conditions** as explained under the heading **Your specific responsibilities** to understand your theft cover for these items.

YOUR SPECIFIC RESPONSIBILITIES

In addition to the responsibilities shown in **Your responsibilities** in the **General Terms and Conditions** section, there are extra responsibilities that specifically apply to your **All Risks** section.

1. Firearms conditions

There are special conditions if you own a firearm. We may reject your claim if you do not comply with the following conditions:

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

2. Safekeeping requirements

- You must keep jewellery, watches and Krugerrands that are worth more than the amount per item as shown in the policy schedule, in a bank vault or a locked safe while not worn. Your cover depends on whether the item is away from your risk address, or whether your property is occupied or not as explained below:
    - **When your property is unoccupied or when the item is away from the risk address**, we will only cover an item in full if you keep it in a locked safe while not worn. If not kept in a safe, then your cover is limited to the amount per item as shown in your policy schedule. The following requirements apply to the safe:
        - The safe must be permanently fitted to the floor or a structural wall of the building where it is kept (at your risk address or at another building).
        - You must keep the keys or access codes to the safe in a secure place to prevent unauthorised access.
    - **When travelling for business or leisure and in transit,** we cover jewellery and watches while you are travelling if they are:
        - Worn by you;

- Carried with you as hand luggage and kept under your personal control; or
- Locked in a safe at your temporary accommodation.

We do **not cover** jewellery and watches placed in checked luggage, including luggage transported in the hold of an aircraft, or left unattended unless in a locked safe.

- **When your property is occupied**, we will only cover an item that was not kept in a locked safe if there was a threat of force to your person or if there are visible signs of forcible or violent entry to or exit from the building or your property.

3. You must give us proof of ownership and value for jewellery, watches and other valuables

You must give us proof of ownership and proof of value when requested. If you are unable to provide proof of value, payment will be up to the limit as shown in the policy schedule. Proof of ownership and value can be any of the following:

- **Proof of purchase:** documents that include the item description or code, a purchase price, date purchased and where the item was purchased.
- **Valuation:** a document completed by a qualified professional jeweller or valuator before the loss occurred. This includes an item description, specifications and the cost to replace the item in South African rand.
- **Original operating manual:** the original printed operation manuals that came with the item.
- **Warranty, guarantee or certificate of authenticity:** the original manufacturer's documentation.
- **Manufacturer's box:** the original packaging that the item came in stating the model or serial number.

Important: We will require the following proof of ownership and value for jewellery, watches and other valuables.

Insured property	Claim per item/set	Minimum proof of ownership and value must include on of the following
Jewellery	Up to R25 000	Proof of purchase OR valuation that identifies the item or set.
	Over R25 000	A valuation that identifies the item or set.
Watches	Up to R25 000	Proof of purchase OR a certificate of authenticity OR an original operating manual OR the manufacturer's box.
	Over R25 000	Proof of purchase OR a warranty, guarantee or certificate of authenticity OR the manufacturer's box OR a valuation.
Other valuables – silver/gold items, art handwoven carpets or rugs	Over R25 000	Proof of purchase OR valuation.

4. Unattended bicycles and motorised equipment conditions

We will only cover theft of your unattended bicycle and motorised equipment (motorised bicycles, Segways and children's motorised scooters/motorbikes), on the below conditions. The unattended item is:

- Inside a vehicle that is locked and there are clear signs of either forced entry or exit, or there is CCTV footage or other indisputable proof in the case of remote jamming.
- Inside a trailer that is locked and there are clear signs of forced entry.
- Inside a vehicle or trailer that is securely parked (for instance inside a locked building or behind locked gates) and there are visible signs of forcible or violent entry to or exit from the building or the premises.
- Being transported by a commercial carrier such as an aeroplane, ship, bus or train.
- Securely locked to an immovable object, vehicle or trailer by a cable or chain.

- Left in a designated secure bicycle park with manned security provided by an official organiser such as a provincial, national or international cycling body (only applicable to bicycles).

When are bicycles and motorised equipment considered to be unattended?

Bicycles and motorised equipment are considered unattended if the item is out of your direct line of sight and more than 10 metres away from you.

SPECIFIC CONDITIONS WHEN YOU CLAIM

In addition to the conditions shown in Claiming under this policy in the **General Terms and Conditions** section, there are extra conditions that specifically apply to your All Risks section.

1. What you must pay

You may have to pay an excess. This is the first amount that you must pay towards a claim under this policy.

- Your excess amount will be the total of your basic excess and additional excess, as shown in the policy schedule:
  - Basic excess.
  - A voluntary excess is an excess that was chosen by you which overrides the basic excess. If you selected a voluntary excess, we will show it in your policy schedule..
  - An additional excess is an extra amount on top of your basic excess. If an additional excess applies to you, we will show it in your policy schedule. More than one additional excess can be applied in the event of a claim..
- If you claim for more than one item as part of the same claim event, you only have to pay one excess, and not an excess for each item.
- If we settle a claim by making a payment to you, then we will deduct the excess from the amount we pay. If we settle a claim in any other way, then you must pay the excess directly to the service provider.

2. How we may settle your claim

We may choose how we settle your claim – we may choose to repair, replace or pay the amount of the claim, or a combination of these methods as explained in the **General Terms and Conditions** section. We will only cover your All Risks up to the applicable limit or sum insured shown in the policy schedule.

You must always first pay the excess per claim as explained above. This means the maximum we will settle your claim for as shown below is always reduced by the amount of the excess.

- **Unspecified All Risks**

  A maximum of the limit per item, subject to the overall sum insured for all Unspecified All Risks lost or damaged in the same event. We may **automatically increase** the overall sum insured every year at your policy renewal date in line with inflation.

3. Specified All Risks

- We will settle a claim up to a maximum of the sum insured per item.
- If an item is lost, stolen or unrepairable (total loss), then this item will be removed from cover. If the item is replaced, you must ask us to cover the new item and provide us with its description and value.
- We will **not automatically increase** the sum insured per item every year at your policy renewal date. It is your responsibility to review the value of each item and let us know if anything needs to change.

4. Pairs and sets

We will not pay more than the proportionate value of any items that is part of a pair or a set.

Example: If you lose one earring, we will pay out the value of only that one earring.

5. Dual insurance – if you have double insurance

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

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

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

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

For example: Your watch is covered under this policy as a specified item and you pay a specific premium for it. This means that you pay a premium that is based on the type of item (a watch in this instance) and the actual value of the item, amongst other rating factors. If your watch is stolen, you must claim for the watch from this policy.

- **The item is insured as Specified All Risks on this policy and on another policy:** If an item is insured as a specified item, and the same item is also insured with another insurer as a specified item for which you pay a specific premium, then the full amount of the claim will be split proportionally between the two policies. Please refer to the **Dual insurance** clause in the **General Terms and Conditions** section for a full explanation of how this works.
- **The item is insured as Unspecified All Risks on this policy and on another policy:** If an item is insured as unspecified All Risks, and you also have unspecified All Risks with another insurer, then the full amount of the claim will be split proportionally between the two policies. Please refer to the **Dual insurance** clause in the **General Terms and Conditions** section for a full explanation of how this works.

barker insurance

Watercraft

INDEX

INTRODUCTION	106
DEFINITIONS THAT APPLY TO YOUR WATERCRAFT SECTION	106
WHAT WE COVER	106
THE SUM INSURED	106
WHERE WE COVER YOUR WATERCRAFT	107
CONDITIONS OF COVER	108
THIRD PARTY LIABILITY	108
COVER EXTENSIONS	109
SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER	111
YOUR SPECIFIC RESPONSIBILITIES	113
SPECIFIC CONDITIONS WHEN YOU CLAIM	113
OPTIONAL COVER EXTENSIONS	115

INTRODUCTION

Your **Watercraft** section explains the types of benefits that are available to you. You must read this section together with the **General Terms and Conditions** and your policy schedule.

DEFINITIONS THAT APPLY TO YOUR WATERCRAFT SECTION

The following definitions are used in the **Watercraft** section of this policy.

Watercraft	The watercraft as shown in your policy schedule. For example, sailboats, ski boats, rubber ducks, Wetbikes or jet skis, motorboats, and catamarans or yachts. A watercraft has a total length of less than 10.5 metres. The definition of watercraft includes everything which would normally be sold with the watercraft if it changed hands, including the following: • The hull, including all fitted machinery. • Inboard and outboard motors that are specified and shown in your policy schedule. • Accessories that are specified and shown in your policy schedule. The definition does not include the following: • House boats. • Watercrafts constructed of ferro-concrete. • Any watercraft used solely as a lifeboat. • A road-going registered trailer of the watercraft. If you want the trailer covered, it must be insured under the **Motor** cover section of this policy.
Total loss	Total loss means the watercraft was stolen and not found, or so badly damaged that it is unsafe or uneconomical for us to repair (a write-off).

WHAT WE COVER

- **Main cover:** We will cover your watercraft for loss or damage that is not excluded under this policy. You are also covered for Third party liability.
- **Cover extensions:** You are covered for all the included extensions up to the limits shown in the policy schedule.
- **Optional cover extensions:** This is not an automatic extension. You must choose to be covered and pay the extra premium. If you choose to be covered for the optional extension, we will show your choice on the policy schedule and the explanation of your cover will be included at the end of the **Watercraft** section. You may choose the following optional extension:
    - Credit shortfall.

THE SUM INSURED

We will insure your watercraft for a specified value only – this is the sum insured that is shown in the policy schedule. You must give us proof of ownership and proof of the value of the watercraft. Your watercraft's sum insured is made up of the following components:

1. The hull

The hull, including all fitted machinery.

2. Inboard and outboard motors

We will only cover your watercraft's inboard and outboard motors if you asked us to and they are listed in the policy schedule. We will then cover inboard and outboard motors up to the sum insured for each motor as shown in your policy schedule.

3. Other accessories (excluding motors)

We will cover any other accessories (excluding motors) if you specify each accessory and pay the extra premium. We will then cover your accessories up to the sum insured for each accessory as shown in your policy schedule.

Examples of other accessories:

- Sextants, fish-finding and similar equipment.
- Boat launching trolley or dolly.
- Boating or yachting clothes and sea boots.
- Diving and fishing gear, such as rods, reels and tackle. Keys and locks.
- Nautical books, maps and navigating equipment. Radar, radio, television and electronic equipment. Safety equipment and emergency gear.
- Sails and protective coverings.
- Water skis, ski ropes and other sports equipment such as windsurfers, parasails and paddle skis

4. Total loss claims

The sum insured made up of the above components is the most we will pay in the event of a total loss claim. Please read the section **Specific conditions when you claim, Total loss claims** to understand how much we will pay, because it depends on the age of your watercraft.

WHERE WE COVER YOUR WATERCRAFT

- We will cover your watercraft within the coastal and inland waters of South Africa, Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, eSwatini, Tanzania, Uganda, Zambia and Zimbabwe. If we agree, we will extend the territorial limits of our cover and we may impose new terms and conditions.
    - Coastal waters are within 10 nautical miles offshore, or within any offshore limitations as defined by the local regulations or other laws governing the operation of watercraft in the area in which you use your watercraft.
- We cover loss or damage to your watercraft whilst it is:
    - Afloat at sea, in ports and rivers or on inland waters including docking, undocking, launching and hauling out.
    - Being towed, or while it is towing another watercraft in distress.
    - Being loaded onto a trailer, or unloading off a trailer even if the trailer is not insured under the **Motor** cover section of this policy.
    - Ashore, including dry-docking and at the premises of contractors for the purpose of overhauling, fitting out, upkeeping, repairing or surveying.

CONDITIONS OF COVER

1. Watercraft use

You may only use your watercraft for private use (social, domestic and pleasure) as well as emergency tow-and-assist.

2. Tow-and-assist

This is when you use your watercraft to assist another watercraft in distress. Your watercraft may also be towed when in distress.

3. Skipper conditions

Any person operating the watercraft must:

- Be 16 years or older at the time of the incident.
- Have your permission to use the watercraft.
- Hold a valid South African skipper's licence, also referred to as a certificate of competence, which is applicable to the kind of watercraft and its use. If the watercraft is used outside of South Africa in a territory that is covered under this policy, the person operating the watercraft must still hold a valid South African skipper's licence.
- Comply with the terms and conditions of this policy.

THIRD PARTY LIABILITY

1. Your legal liability

Another person who is involved in an accident (with your watercraft), for example the owner of another watercraft or the owner of property, may hold you legally liable for property damage, death or bodily injury caused by your watercraft. We will cover your liability to this person up to the limit shown in your policy schedule, including reasonable legal costs which we have agreed to in writing.

2. Water-skiers liability

We will cover your liability towards any person being towed by your watercraft for practicing a water sport, such as water-skiing, parasailing, aquaplaning or kiting.

3. Passenger liability

We will cover your liability towards a passenger of your watercraft on condition that they were not paying a fare. This includes accidents while the passenger is on-boarding and off-boarding the watercraft.

4. Liability if another person uses your watercraft

We will also cover the liability of another person using your watercraft with your permission as long as you are the person claiming under this policy. The person is only covered if they:

- Comply with all the conditions of this policy.
- Have never been refused watercraft insurance or the continuation of any watercraft insurance.
- Are not covered for liability cover under another insurance policy.
- Are not using the watercraft during their duties as an employee of a shipyard, slipway, yacht club or similar organisation.

5. When there is no legal liability

There is no legal liability cover in the following instances:

- **Accidental death or bodily injury**

  You are not covered for legal liability in the event of accidental death or bodily injury to any of the following people:

  - A fare-paying passenger.
  - Family members or people insured under this policy, whether they live with you or not.
  - A person in your employ.
  - Any person being conveyed on or inside your watercraft while it is transported over land, sea or air.

- **Loss or damage to property**

  You are not covered for legal liability for loss or damage to the following kinds of property:

  - Property belonging to you, leased, hired or borrowed by you, or in your care, custody or control, or that of anyone acting on your behalf.
  - Property conveyed or about to be conveyed in or on the watercraft, except for property belonging to passengers and water-skiers.

- **Watercraft towed by your watercraft**

  No liability cover for loss or damage to a watercraft which does not belong to you, while it is being towed by your watercraft, other than if the watercraft is in distress.

- **Transport by road**

  No liability cover while the watercraft is being transported by road.

- **Costs or expenses due to advice or treatment**

  No liability cover resulting from advice or treatment, other than first-aid treatment, which was given or administered by you or any person acting on your behalf, while using the watercraft.

COVER EXTENSIONS

We will automatically cover you for the following included extensions up to the limits shown in the policy schedule.

1. Cost of importing parts

If a part needed for the repair of your watercraft is not available in South Africa as a standard (ready-made) part, we will pay for the cost of importing the replacement part including express delivery fees. **Note:** The cost of the actual part is covered as part of your claim – this benefit only covers the cost to import the part. The limit for this benefit is in addition to the sum insured of your **Watercraft**.

2. Damage caused by vermin and animals

We will cover damage caused by vermin or any animal (domestic or wild).

- Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers. Vermin include moths, rodents, termites or any other animal or insect classified as invasive species.

3. Emergency accommodation

If you cannot continue your journey with the watercraft because it was stolen, damaged or it broke down, we will cover the costs of emergency accommodation for you and your passengers up to the maximum number of days as shown in your policy schedule. The limit for this benefit is in addition to the sum insured of your **Watercraft**.

4. Emergency repairs

If your watercraft needs emergency repairs to allow you to continue with your journey, or to prevent or reduce loss or damage, you may arrange the repairs. The following conditions apply:

- The reason for the repair must be because of loss or damage which would be covered under this policy.
- If the cost for the emergency repairs is more than the limit, you must first ask our permission before the repairs are done.
- You must give us a detailed invoice as part of your claim.

5. Emergency services, clean-up and removal of wreckage

We will cover the costs charged by emergency services attending to the scene of an accident, as well as the costs to extinguish a fire or clean up debris or spillage. The limit for this benefit is in addition to the sum insured of your **Watercraft**.

6. Keys and remote control units

We will cover the costs for the following:

- Replacing stolen or damaged keys, remote control units and locks of your watercraft.
- Replacing keys and remote control units of your watercraft if you suspect that an unauthorised person is in possession of duplicates.
- Re-programming of any related watercraft systems, like alarm systems but only if the keys were lost, stolen, damaged or you suspect that an authorized person is in possession of duplicates.

7. Locating and assessing

If your watercraft was stranded, collided or sank, we will pay the cost to:

- Locate the watercraft.
- Inspect the hull, even if no damage is found.

8. Medical benefit

We will pay back the medical expenses you incurred for the emergency treatment of any person who sustains bodily injury as a direct result of an accident involving your watercraft.

- We will only pay this benefit if the medical expenses cannot be recovered from any other insurance policy or medical aid.
- The limit for this benefit is in addition to the sum insured of your **Watercraft**.
- This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

9. Salvage cost

We will pay for the reasonable costs you incur for salvaging the watercraft as long as we gave you permission beforehand. Salvaging refers to the lifting out, removal or destruction of the wreckage. The limit for this benefit is in addition to the sum insured of your **Watercraft**.

10. Tow-and-assist cover

We will cover your watercraft when it is used to assist another watercraft 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. The limit for this benefit is in addition to the sum insured of your **Watercraft**.

11. Towing and storage

If your watercrafts needs to be towed away, we will cover the cost of the towing to and storage at the nearest repairer, in addition to the claim amount. The following conditions apply to this benefit:

- **Within South Africa – pre-approved:** If you call us and we arrange for your watercraft to be towed, we will cover the full cost of towing and storage.
- **Within South Africa – unapproved:** If you arranged the towing yourself, without calling us first, the cost of towing and storage, as well as the cost of recovering the wreckage of your watercraft before towing, will be limited to the amount shown in the policy schedule.
- **Outside South Africa (repatriation):** We will cover the cost of towing and storage up to the limit shown in the policy schedule on the following conditions:
    - The towing must be inside the coastal waters of one of the countries covered under this section.
    - For more detail, please refer to How we handle claims in neighbouring countries under the heading Specific conditions when you claim in this cover section.
- We will not cover any costs if we end up rejecting the claim after our assessment. If we have already paid for the cost of towing and storage, you must pay back the amount that we have paid.
- The limit for this benefit is in addition to the sum insured of your **Watercraft**.

12. Transit cover

We will cover your watercraft for loss or damage while it is being transported by sea, road, railway or air. This cover includes damage during the loading and unloading of the watercraft. Any vehicle used to transport or tow your watercraft by road must be designed for the towing and transporting of a watercraft.

13. Trauma counselling

We will cover the cost of professional counselling to help any person on board your watercraft cope with trauma if violence was used during the theft, attempted theft or hold-up of your watercraft.

- We will not pay if the person is covered under another insurance policy for a similar benefit.
- The limit for this benefit is in addition to the sum insured of your **Watercraft**.
- This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

14. Window glass

- You are covered for accidental damage to any windows on your watercraft.
- We may use suppliers other than the original manufacturer, but the glass will meet the watercraft manufacturer's requirements and the South African Bureau of Standards (SABS) safety and quality standards.

SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER

We do not cover any claims for loss, damage or liability directly caused by, or related to, any of these **Specific exclusions**. You must read these **Specific exclusions** together with the **General exclusions** in the **General Terms and Conditions** to make sure you understand exactly what is not covered. These are not all the instances where we do not provide cover. Some of the included extensions described in the **Watercraft** cover section may have exclusions that apply only to them.

1. Alcohol, drugs and skipper behaviour

There is no cover where the person operating the watercraft:

- Does not have a valid South African skipper's licence (if required for the type of watercraft).

- Exceeds the maximum design speed of the watercraft.
- Is under the influence of drugs or medication, unless it is prescribed by a doctor and is taken in the correct dosage.
- Is under the influence of alcohol.
- Exposes the watercraft to situations that clearly have a high risk of loss or damage.

For example: Performing dangerous manoeuvres or launching the watercraft while under the influence of alcohol.

2. Blockage of cooling systems

We do not cover loss or damage to motors as a direct result of blockage of the water intake or cooling system.

3. Leaving the watercraft unattended

There is no cover if the watercraft is unattended and left moored or anchored off an exposed beach or shoreline, resulting in it being stranded, sunk, swamped or going adrift.

4. 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.

5. Non-seaworthy watercraft

There is no cover for loss or damage caused directly because your watercraft is not seaworthy or has not been maintained according to the seaworthy requirements of the Merchant Shipping Regulations of 2007 (as amended from time to time), issued by the South African Maritime Safety Authority. This applies regardless of where you use the watercraft.

6. Pollution or contamination

There is no cover for liability, loss or damage caused by or related in any way to pollution or contamination, unless it happens suddenly, accidentally and unexpectedly. There is also no cover for the cost of removing, nullifying or cleaning up, seeping, polluting or contaminating substances, unless it happens suddenly, accidentally and unexpectedly.

Pollution or contamination means the discharge, release, dispersal, seepage or escape of any solid, liquid, gas, contaminant or pollutant. For example: Humidity, fumes, smoke, soot, chemicals, acids or waste.

7. Sails and protective covers

There is no cover for loss or damage to sails and protective covers that are torn by wind or blown away whilst set, unless caused by:

- Damage to the spars (poles) to which the sails are rigged.
- The watercraft being stranded or sunk.

8. Superficial damage

There is no cover for superficial damage such as scratching, bruising or denting.

9. Theft or attempted theft

There is no cover for theft or attempted theft of fixtures, fittings, equipment and outboard motors of the watercraft unless there are visible signs of force.

10. Unsecured outboard motors

We do not cover loss or damage to outboard motors that fall overboard because they are not securely chained or bolted to the watercraft.

11. Uses of your watercraft

We do not cover your watercraft while it is used for any of the following:

- Racing of any kind.
- Speed trials, other tests or contests of any type.
- Competitions, including regattas.
- Commercial purposes, such as for a business, trade or profession.
- Hiring it out for any purpose.
- Carrying passengers for reward.
- Towing or salvage services under contract.

YOUR SPECIFIC RESPONSIBILITIES

In addition to your responsibilities shown under **Your responsibilities** in the **General Terms and Conditions**, you have extra responsibilities that specifically apply to your **Watercraft** cover.

1. South African Maritime Safety Authority

You must comply with all laws relating to the ownership, possession and use of the watercraft as required by the South African Maritime Safety Authority, even outside of South African waters.

2. Fire extinguishing equipment

- A watercraft that is fitted with an inboard engine must be equipped with an automatic fire extinguishing system.
- If this system is not in working order, we will not cover loss, damage or liability because of fire and explosion.

3. Inboard and outboard motors

You must specify the number of motors, their horsepower and indicate whether they are inboard or outboard motors. Outboard motors must be securely locked when the watercraft is left unattended.

4. Tender boat must be marked

Your tender boat must be permanently marked with the name of the parent craft it belongs to.

SPECIFIC CONDITIONS WHEN YOU CLAIM

The full claims process and steps to follow are explained in the **General Terms and Conditions** under the **Claiming under this policy** section. Detailed here are extra conditions that specifically apply to your **Watercraft** section.

1. Total loss claims

- **Watercraft less than five years old**

  If your watercraft is less than five years old, we will either pay you the purchase price of a new watercraft of the same or closest equivalent model, or replace it with a new watercraft of the same or closest equivalent model.

- If the same make and model is not available on the local new watercraft market, we may pay the list price of a similar watercraft or the sum insured, whichever is the lesser amount.
- If your watercraft's sum insured is less than the purchase price of a new watercraft, it means that you are underinsured, and we will only settle your claim up to the sum insured as shown in your policy schedule.

- **Watercraft older than five years**

  If your watercraft is more than five years old, we will pay out the market value which will be determined by obtaining quotations from two qualified watercraft dealers. If your watercraft's sum insured is less than the market value, it means that you are underinsured, and we will only settle your claim up to the sum insured as shown in your policy schedule.

- **Inboard and outboard motors and accessories**

  The amount we pay for a total loss claim will include the value of any inboard and outboard motors and accessories shown in your policy schedule which were lost in the same event.

- **If your watercraft is financed**

  If your watercraft is still financed, remember that we will first pay the financial institution as explained in the **General Terms and Conditions**.

- **Total loss after initial damage**

  If your watercraft is damaged in an incident, and before you have the damage repaired your watercraft is damaged beyond economical repair in a subsequent incident, we will settle your claim as a total loss only. We will not cover the unrepaired damage sustained in the first incident.

- **Cover ends after a total loss**

  Cover for your watercraft ends if it is stolen and not recovered, or if our claims decision is to treat it as a write-off. If your watercraft is written off, it becomes our property.

2. If the watercraft is damaged and can be repaired

- We will pay the reasonable costs of repair or replacement of parts of the watercraft.
- We will not be expected to achieve an exact restoration, repair or replacement. For example, we will not match any glitter or decorative finishes.
- We will repair the watercraft as close to the original specification as possible.
- If parts are not available, then we are not responsible for any additional costs because of a delay in the repair of your watercraft.

3. Sails, protective covers, motors and batteries

Our payment for sails, protective covers, erected tackle, outboard motors, inboard motors and batteries will be the cost to replace such items up to their reasonable market value.

- The market value is the amount for which an item could be replaced immediately before the time of loss, with one considered the same as the item that was lost or damaged.
- We will use quotations from two qualified watercraft dealers to determine the market value.

4. Proof of ownership

You must give us reasonable proof of ownership and proof of value of the watercraft and any accessories, whenever we ask for it.

5. How we handle claims in neighbouring countries

If you have a valid claim, we may decide either to have the watercraft repaired in the country concerned, or bring it back to South Africa for repairs.

- **What we do not cover:** We will not pay for the following:

- Theft of parts or accessories while the watercraft is left unguarded at the scene of an accident, unless it is out of your control.
- More than the amount in your policy schedule for towing costs and bringing the damaged watercraft back to South Africa.
- Any government-imposed duties, customs, charges or stamps.

- **If your watercraft is a write-off:** If the watercraft is a write-off and you do not bring it back to South Africa, we will deduct the value of the salvage from your pay-out.
  - The value of the salvage will be the amount we would have received for it in South Africa.
  - You will remain the owner of the salvage and will be responsible for complying with any local government requirements.
  - This means that the **Salvage belongs to us after a claim** condition in the **General Terms and Conditions**, **Claiming under this policy** section does not apply in this instance.

OPTIONAL COVER EXTENSIONS

1. Credit shortfall

If your watercraft is a total loss and you are still paying it off, there might be a difference (shortfall) between your outstanding loan on your finance agreement and the value your watercraft is insured for. This benefit covers you for that shortfall, but only up to limit shown in your policy schedule subject to the conditions below:

1.1. What we will pay to the financial institution

When we settle your claim, our total payment to the financial institution will be calculated as follows:

- The sum insured of your watercraft, plus the sum insured of any accessories and equipment that are included in your loan amount.
- **PLUS:** The difference between your outstanding loan amount and the above.
- **LESS:** The total of any costs that are not covered as shown under What we do not cover.

1.2. What we will pay to you

If you insured any accessories that are not financed as part of your loan amount, we will pay the value of these insured accessories to you, and not to the financial institution.

1.3. What we do not cover under Credit shortfall

The total amount we pay to the financial institution will not cover your full outstanding loan amount, because the following are not covered:

- The excess due on your watercraft claim.
- Any amounts that we may deduct from your claim because there is no cover or limited cover, such as towing, storage and release fees where you did not arrange towing through us.
- Instalments which are in arrears and any interest on them.
- Any early settlement penalties.
- Any extra fees charged by your financial institution.
- Premiums for insurance, warranties and maintenance plans. These must be refunded to you by the administrator of the policy or warranty.

Amounts added to the initial loan amount of your finance agreement after your watercraft's cover start date, and any finance charges and interest on it.

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Personal Computers

INDEX

INTRODUCTION	118
DEFINITIONS THAT APPLY TO YOUR PERSONAL COMPUTERS SECTION	118
WHAT WE COVER	118
MAIN COVER	118
HOW MUCH WE PAY	120
COVER EXTENSIONS	120
YOUR SPECIFIC RESPONSIBILITIES	120
SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER	121
SPECIFIC CONDITIONS WHEN YOU CLAIM	122

INTRODUCTION

Your **Personal Computers** section explains the types of benefits that are available to you. You must read this section together with the **General Terms and Conditions** and your policy schedule.

DEFINITIONS THAT APPLY TO YOUR PERSONAL COMPUTERS SECTION

The following definitions are used in the **Personal Computers** sections of the policy.

Computer	Your computer, laptop or tablet, as well as any associated accessories for example a monitor, keyboard, mouse, carrying case or printer. It includes any software supplied by the manufacturer as part of the computer, and any programmes or software for which you have a legal licence, provided your sum insured is sufficient.
Home	• The main building (private residential building) situated at the risk address and that is used for domestic purposes such as a house, townhouse or flat. • Outbuildings such as garages, storage rooms, garden sheds, Wendy house, Zozo huts, greenhouses, staff quarters, studios, consulting rooms, flatlets, cottages or any other building that is not attached or connected to the main building with an interleading door.
Risk address (Property)	Is the South African address at which the building or home is situated, as shown in the policy schedule.
Property risk items	Equipment that does not leave your home for example, your desktop, a monitor, keyboard, mouse, carrying case or printer.

WHAT WE COVER

We will cover your personal computers for the benefits explained under the headings **Main cover** and **Cover extensions**. You must read the detail under each of these headings to understand your cover.

MAIN COVER

We cover your personal computers under this cover section for accidental loss or damage under the below **two** cover options unless the loss or damage is specifically excluded in this section:

1. Personal Computers – Property risk only cover

We will cover your personal computers up to the sum insured shown in the policy schedule, against loss or damage caused directly by the insured events listed below:

- Fire, lightning and explosion.
- Storm, wind, snow, rain, hail or flood.
- Leakage of oil or overflowing of water from geysers, tanks, pipes or gutters. Examples are bursting pipes, overflowing water tanks, exploding geysers and sudden leakage of oil from heaters.
- Earthquakes.

- Impact with the home by external forces, like vehicles, like vehicles, animals, aircraft, aerial devices (such as drones), or fallen trees (except when you arranged for trees to be cut down or pruned).
- Theft or attempted theft.
- Malicious damage. This refers to when someone deliberately causes loss or damage to your personal computer without the intention of getting any benefit in return.
- Subsidence, landslip or ground heave.

We will only consider a claim for loss of or damage to personal computers covered for **Property risk only cover** if you complied with our **minimum security requirements** as explained under the heading **Your specific responsibilities.**

Theft and malicious damage

- **When the property is unoccupied**
  - **Main building**
    - **Cover up to the sum insured:** The property-security measures as stated in your policy schedule must be in place and the conditions applicable to those security measures will apply. There must be visible signs of forcible or violent entry to or exit from the main building or the property, or threat of force to your person.
    - **No cover:** There is no cover if the main building does not meet the property- security requirements as stated in your policy schedule when unoccupied and there are no visible signs of forcible or violent entry to or exit from the main building or the property.
  - **Outbuildings**
    - **Cover up to the sum insured:** The property-security measures as stated in your policy schedule do not need to be in place but there must be visible signs of forcible or violent entry to or exit from the outbuilding, or threat of force to your person.
    - **Limited payment:** If the property-security measures as stated in your policy schedule are not in place and if there are no visible signs of forcible or violent entry to or exit from the outbuilding, cover is limited to the amount shown in the policy schedule.
- **When the property is occupied**
  - **Main building**
    - **Cover up to the sum insured:** There is no requirement for visible signs of forcible or violent entry to or exit from the main building or the property.
  - **Outbuildings**
    - **Cover up to the sum insured:** There must be visible signs of forcible or violent entry to or exit from the outbuilding or the property.
    - **Limited payment:** If there are no visible signs of forcible or violent entry to or exit from the outbuilding or the property, cover is limited to the amount shown in the policy schedule.

2. Personal Computers – All Risks only cover

Your personal computers are covered while you are carrying it or travelling with it anywhere in the world. When travelling outside of South Africa, cover is limited to a period of six consecutive months unless otherwise agreed by us. If you have met our qualifying requirements and selected **Items out and about** cover under the **All Risks** cover section, your personal computers do not need to be specified under this section and will be covered under the **All Risks** section.

HOW MUCH WE PAY

We will pay out based on the replacement cost up to the sum insured stated in the policy schedule for any damaged or lost item. This will also apply to any accessories and software supplied as part of the computer by the original equipment manufacturer and any licensed programmes or software.

COVER EXTENSIONS

We will automatically cover you for the following included extensions up to the limits shown in the policy schedule.

1. Ensuring compatibility between your old and new computer

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

Example: You may need to change elements of your new computer, replace licensed programmes or restore data that has become inaccessible on your old computer.

2. Reinstatement of data

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

- This cover includes costs associated with data usage to recover data from the cloud or other internet storage facility.
- The limit for this benefit is in addition to the sum insured of your Household contents.
- Please note that the **Cyber incidents exclusion** under the **General Terms and Conditions** section still applies.

YOUR SPECIFIC RESPONSIBILITIES

In addition to the responsibilities shown in **Your responsibilities** in the **General Terms and Conditions** section, there are extra responsibilities that specifically apply to your **Personal Computers – Property risk only cover** option.

1. Minimum security requirements

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

Burglar bars and security gates

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

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

Alarm system

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

- The alarm must be linked to a 24-hour armed-response service.

- The alarm must be working properly and the contract with the armed response company must be active.
- You must change the generic code to your own unique code.
- If we asked you to, the alarm must be linked to an electric fence, or must include outside alarm beams.
- The alarm must be activated when your property is left unoccupied.

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

If you live in a high-security complex or within a boomed-off suburb

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

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

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

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

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

OR

If a 24-hour armed-response service linked alarm system is installed in the buildings:

- The alarm must be activated.
- The alarm must be working properly and the contract with the armed response company must be active.
- You must change the generic code to your own unique code.

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

SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER

1. Parts and accessories

There is no cover for parts and accessories that have a short life, unless this is a result of other insured damage to the computer that happened at the same time.

2. Superficial damage and maintenance

- We do not cover loss or damage due to chewing, chipping, cracking, denting, discolouration, scratching or tearing of an item unless the functionality has been affected and it can no longer be used.
- There is no cover for loss or damage from the development of poor contacts, or the scratching of paint or polished surfaces due to any process of cleaning, maintenance or upgrading.

3. Theft

- **Theft from an unattended vehicle:** There is no cover for theft from an unattended vehicle (car, trailer or caravan), except in the following instances:
    - The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are clear signs of forcible or violent entry into the building or the property.
    - If an item is carried inside a vehicle, then the vehicle is locked, there are clear signs of forced entry and the item is out of view, for instance inside a locked boot or concealed where possible.

- If an item is carried on a rack attached to a vehicle such as a roof rack, then the item is secured by a lock and chain, such as a surfboard.

- In the case of remote jamming, we will not cover you for the full sum insured, but only up to the limit as shown in your policy schedule. We will cover theft from an unattended vehicle as a result of this once in a 12-month period.
- **From your place of employment:** There is no cover from your place of employment unless there are clear signs of forced entry into or exit from the building.

4. Loss of Use

There is no cover for any loss incurred as a result of your not being able to use your damaged computer.

SPECIFIC CONDITIONS WHEN YOU CLAIM

In addition to the conditions shown in Claiming under this policy in the General terms & conditions section, there are extra conditions that specifically apply to your Personal computers section.

1. What you must pay

You may have to pay an excess. This is the first amount that you must pay towards a claim under this policy.

- Your excess amount will be the total of your basic excess and additional excess, as shown in the policy schedule:
  - The basic excess.
  - An additional excess is an extra amount on top of your basic excess. If an additional excess applies to you, we will show it in your policy schedule. More than one additional excess can be applied in the event of a claim.
- If you claim for more than one item as part of the same claim event, you only have to pay one excess, and not an excess for each item.
- If we settle a claim by making a payment to you, then we will deduct the excess from the amount we pay. If we settle a claim in any other way, then you must pay the excess directly to the service provider.

2. How we may settle your claim

We may choose how we settle your claim – we may choose to repair, replace or pay the amount of the claim, or a combination of these methods as explained in the **General Terms and Conditions** section. We will only cover your Personal computers up to the applicable limit or sum insured shown in the policy schedule. You must always first pay the excess per claim as explained above. This means the maximum we will settle your claim for as shown below is always reduced by the amount of the excess.

3. Dual insurance – if you have double insurance

If you have more than one insurance policy in place which covers your personal computers, we may decide to pay only our part of the claim to you. We will then arrange with the other insurer to pay their part of the claim to you.

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Personal Liability

INDEX

INTRODUCTION	125
DEFINITIONS THAT APPLY TO YOUR PERSONAL LIABILITY SECTION	125
YOUR LEGAL LIABILITY	125
CAUSES OF LIABILITY	125
THE TYPES OF LIABILITY COVER	126
LIMITS OF LIABILITY	126
TERRITORIAL LIMITS	126
COVER EXTENSIONS	126
SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER	128
SPECIFIC CONDITIONS WHEN YOU CLAIM	130

INTRODUCTION

Your **Personal Liability** section explains the types of benefits that are available to you. You must read this section together with the **General Terms and Conditions** and your policy schedule.

DEFINITIONS THAT APPLY TO YOUR PERSONAL LIABILITY SECTION

Bodily injury	Physical injury to a person's body caused by accidental, external and visible means.
Accident	An incident that happens unexpectedly and unintentionally at an identifiable time and place. Accidental has a similar meaning.
Immediate family	Your partner, and your and your partner's parents, children and siblings.
Domestic employee	People employed by you at your home, such as cleaning staff, nannies, au pairs, drivers and gardeners.
Period of insurance	Any period for which you have paid the premium.
Risk address (Property)	The South African address at which your home is situated, as shown in your policy schedule for Buildings or Household contents (depending on your cover under this policy).
Paying guest	A guest who stays in the building for a short period, without a contract in exchange for a fee.
Tenant	A person who signed a rental agreement to live in the building for a set period. This includes sub-tenants.
You	Includes yourself and any members of your immediate family who normally reside with you and are financially dependent on you. Where applicable, 'you' also includes a co-insured as shown in your policy schedule as long as the co- insured normally resides with you.

YOUR LEGAL LIABILITY

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

CAUSES OF LIABILITY

- The following are all possible causes which can lead to a liability claim being made against you:
  - Accidental death, bodily injury or illness.
  - Accidental loss of property.
  - Accidental damage to property.

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

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

THE TYPES OF LIABILITY COVER

We will cover you for the following types of liability:

- **Main cover:** This is **General personal liability** cover for any liability claim made against you up to the limit shown in the policy schedule. However, you have no claim under **General personal liability** if the type of liability is more specifically covered under a **Cover extension**.
- **Cover extensions:** You are covered for the types of liability explained under this heading, up to the limit applicable to each benefit as shown in the policy schedule.

LIMITS OF LIABILITY

The limits shown in your policy schedule are the maximum amounts that we will pay for a claim under the applicable type of liability.

- The limits include legal costs and expenses that can be claimed from you by another person but excludes costs we have agreed to pay towards the defence or settlement of a liability claim against you.
- A limit applies to any one liability claim, or all liability claims resulting from the same event.

Example: Your dog runs out into the street and bites a passer-by. He has gone to hospital and incurs medical expenses of R95 000. There are additional legal costs of R100 000. If the sum insured in the policy schedule for this kind of event is stated as R20 000 000, we will pay out the full R195 000 if you are found to be legally liable.

TERRITORIAL LIMITS

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

COVER EXTENSIONS

We will automatically cover you for the following additional extensions up to the limits shown in the policy schedule.

1. Director's and officer's liability

We will cover your legal liability because of your unpaid employment as a director or officer of a non- profit organisation, for example a registered charity or homeowner's association.

2. Domestic employee's liability

We will cover your legal liability because of an accident for which your domestic employee is responsible, while they acted within the scope of their employment. The following specific exclusion does not apply: **Liability relating to any employment, business or profession**.

3. Electric fence liability

We will cover your liability relating to the ownership of an electric fence resulting in another person's death or bodily injury.

4. Firearm liability

We will cover your accidental civil legal liability because of accidental death, bodily injury, illness or damage to property caused by the lawful use and possession of a licensed firearm during participation in the following activities:

- Sporting or recreational shooting, including target, clay, practical shooting and competitions, at a recognised or authorised range or venue.
- Firearm training courses where you participate through an accredited or recognised provider.
- Recreational hunting at an approved hunting farm or during a lawful hunt.
- Professional-guided hunting, where you participate as a hunting client.

5. Golfer's extension

We will cover your legal liability against another person while you take part in any activities at a golf club. We will also cover damage to another person's property caused by you while playing golf, irrespective of whether they hold you legally liable.

6. Home business liability

We will cover your legal liability to clients of your home business, who are injured or die because of an accident that happens at your risk address. The following specific exclusion does not apply: **Liability relating to any employment, business or profession.**

7. Liability towards domestic employees

We will cover your legal liability towards your domestic employee in the event of property loss, bodily injury or death, if these arise out of their employment duties.

8. Liability towards paying guests

We will cover your legal liability to paying guests who are injured or die because of an accident that happens at your risk address. The following specific exclusion does not apply: **Liability relating to any employment, business or profession.**

9. Renting out your home to tenants

If you rent your home out to a tenant, we cover your legal liability towards your tenant as far as it relates to your ownership of the home.

10. Security companies and garden services

We will cover your legal liability because of a negligent act or failure to act by an employee of a security company during the course of protecting your home, or an employee of a garden service while working at your home.

- This includes any liability you may have accepted in your contract with the company.
- This means that the **Liability by agreement** exclusion in the **General Terms and Conditions** does not apply to this benefit.
- If the security company or garden services is covered for liability under another policy for the same event, and the cover under that policy is not sufficient to cover the liability, we will only consider the claim for the difference up to the limit under this policy.

11. Spread of fire liability

We will cover your legal liability resulting from the spread of fire from your risk address. Cover is provided on condition that:

- You comply with all the requirements of the National Veld and Forest Fire Act (if applicable).
- There is no cover for the loss of, or damage to, plantations, forests or sugar cane.
- Cover is limited to the amount shown in the policy schedule for plots and farms. A plot (also referred to as a smallholding or agricultural holding) or a farm is a property that has been zoned for agricultural use. This does not necessarily mean that the property is used for agricultural purposes.

12. Tenant's liability

- We will cover your legal liability as a tenant towards the owner of your home, as far as it relates to loss or damage to property which you are responsible for under your rental or lease agreement.
- You are not covered for the following:
    - Liability caused by fire or any other insured event against which you have to insure your home, under your rental or lease agreement.
    - Liability because you did not comply with the terms of any insurance policy covering your home, which resulted in the insurance claim being rejected.

13. Wrongful arrest

We will cover your legal liability to any person if you are responsible for their wrongful arrest or attempted arrest. We will only cover you if you acted within the scope of your duties as a member of a neighbourhood watch or similar organisation. We will not cover you if the suspect is a member of your immediate family or a person employed by you.

SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER

You must read these **Specific exclusions** together with the **General exclusions** in the **General Terms and Conditions** to make sure you understand exactly what is not covered. These are not all the instances where we do not provide cover. Some cover extensions described in the **Personal Liability** section may have exclusions that apply only to them.

1. Liability relating to property

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

2. Liability towards certain people

- We do not cover your liability relating to the death of, or bodily injury to any employee.
- We do not cover liability between family members or people insured under this policy at the time of the event that resulted in the claim.

- This means that we do not cover your liability relating to the death or bodily injury of a co- insured (where applicable), or any member of your family whether they live with you or not.
- We also do not cover their liability relating to your death or bodily injury.

- There is no liability cover relating to loss or damage of property belonging to you, a family member (whether they live with you or not) or any person in your employ, or in the care, custody or control of you or any other person covered by this policy.
- This exclusion does not apply to the cover provided under **Liability towards your domestic employees**.

3. Liability relating to your actions

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

4. Fines, penalties, punitive damages and debt

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

5. Liability relating to aircraft and gliders, firearms, vehicles and watercraft

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

6. Liability relating to employment, business or profession

There is no liability cover arising from any employment, business or profession except for liability covered under the **Home business liability, Liability towards paying guests** and **Domestic employee's liability benefits**.

7. Liability relating to firearms

There is no liability cover for the use of firearms arising from any of the following:

- Neighbourhood watch and self-defence, including home defence, defending another person, citizen arrests or neighbourhood watch activities.
- Non-compliance with legislation, such as your firearm license being invalid, expired, suspended or revoked.
- Reckless behaviour, including where:
  - you recklessly discharge or handle your firearm.

- you discharge or handle your firearm while you are under the influence of alcohol, or the alcohol content in your body exceeds the legal limit.
- you discharge or handle your firearm while under the influence of drugs or medication, unless it is prescribed by a doctor and taken as directed.
- you do not adhere to firearm safety rules, range rules or hunting protocol.
- your firearm is not stored in accordance with legislative requirements.

- Professional firearm use including use for security services, armed response, bodyguard work, professional hunting, commercial firearm instruction or in the course of business or employment.
- Wrong target loss, including liability due to shooting the wrong animal, breeder stock, livestock, protected species, or animals with exceptional commercial value.

8. Social discrimination

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

SPECIFIC CONDITIONS WHEN YOU CLAIM

The conditions set out in the section **Claiming under this policy** in the **General Terms and Conditions** do not apply to the **Personal Liability** cover section.

1. Your responsibilities

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

2. How we deal with your liability claim

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

3. How we may settle your liability claim

- We will pay once we have either negotiated a settlement, or once we have accepted legal liability on your behalf.
- We may pay the liability benefit either to you, or to the person that is claiming liability against you.

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

4. Dual insurance – if you have double insurance

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

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

5. If you do not agree with our claims decision

Please refer to the process explained under **How to complain** in the **General Terms and Conditions** section.

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Personal Accident

INDEX

INTRODUCTION	134
DEFINITIONS THAT APPLY TO YOUR PERSONAL ACCIDENT SECTION	134
CONDITIONS FOR COVER	134
MAIN COVER	135
COVER EXTENSIONS	136
SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER	138
CLAIMING FOR THE PERSONAL ACCIDENT BENEFITS	141
WHEN COVER ENDS	142
DISABILITY TABLE	143

INTRODUCTION

Your **Personal Accident** section explains the types of benefits that are available to you. You must read this section together with the **General Terms and Conditions** and your policy schedule.

DEFINITIONS THAT APPLY TO YOUR PERSONAL ACCIDENT SECTION

The following definitions are used in the **Personal Accident** section of this policy.

Accident	An incident the insured person could not foresee, that happens unexpectedly and unintentionally at an identifiable time and place, and results in death or bodily injury. This includes motor vehicle accidents and hijackings.
Bodily injury	Physical injury to a person's body caused by accidental, external and visible means. This includes injury caused by starvation, thirst and exposure to the elements. Bodily injury includes an illness that was caused solely and directly by medical or surgical treatment following accidental bodily injury. This does not include any pre-existing illness, medical condition, disability or injury that existed at any time before the cover start date.
Dependants	Family members of you or your partner who rely on you for the bulk of their financial support (such as money, shelter, clothes and food) even if they are not living with you. Family members must live within the Republic of South Africa and include children, grandchildren, parents, grandparents, siblings, uncles, aunts, nieces and nephews.
Insured person	You, your partner, your dependants and your regular domestic employee, as shown in your policy schedule.
Medical practitioner	A person who is legally licensed and qualified to practise medicine and surgery as required by the laws of the Republic of South Africa. This person may not be the policyholder, an insured person or any member of their family.
Partner	A person who is your spouse, permanent life partner or civil union partner.
You	The definition of "you" only refers to a policyholder who is a natural person.

CONDITIONS FOR COVER

- **Policyholder:** The personal accident cover does not apply to a policyholder that is a juristic person.
- **Age limit:** An insured person must be six months or older, but not older than 80 years at the date of an accident.
- **Period of insurance:** We cover accidents which happen during the period of insurance.
- **Time limit:** We only cover the death, disability or bodily injury of an insured person if it happens within 24 months from the date of the accident.
- **Territorial limits:** We cover an insured person anywhere in the world, but your permanent home must be within the borders of South Africa.

MAIN COVER

We cover an insured person for bodily injury sustained in an accident that results in death or permanent disablement.

1. Death benefit

If an insured person dies because of an accident during the period of insurance, we will pay 100% of the sum insured shown in your policy schedule.

2. Disappearance benefit – early payment of the death benefit

If an insured person disappears during the period of insurance, we will assume their death and will pay out the death benefit. The following conditions apply to this benefit:

- We will assume an insured person's death if the evidence suggests that the most likely conclusion is that they have died because of bodily injury sustained in an accident.
- We will make the decision to pay the disappearance benefit within 12 months after the date of disappearance.
- If an insured person is found to be alive after we have paid the disappearance benefit, the person who received the death benefit amount must pay it back.

3. Permanent disability benefit

If an insured person sustains bodily injury because of an accident, we will pay a percentage of the sum insured.

- The sum insured is shown in your policy schedule.
- The percentage we will pay is based on the nature of the injury as shown in the **Disability table** which you can find on the last page of this cover section.
- If an insured person is permanently disabled, but the nature of the injury is not shown in the **Disability table**, then we will pay a percentage which (in our opinion) is consistent with the percentages shown in the **Disability table**.

4. Temporary disability benefit

If an insured person sustains bodily injury because of an accident, which then results in the insured person's temporary total disability in the opinion of a medical practitioner, we will pay the benefit amount as shown in your policy schedule for the maximum number of weeks also as shown in your policy schedule.

- The insured person must be under the regular care of a medical practitioner and following that medical practitioner's advice.
- This benefit is paid in addition to the **Death benefit** or **Permanent disability benefit**, as applicable.
- There is no payment for the first seven days after the date of the accident.

Employed persons – total or partial disability

If an insured person is employed, we provide cover for their temporary total or partial disablement as follows:

- **Temporary total disability** refers to bodily injury resulting in an insured person's temporary inability to attend to their normal occupation.
- **Temporary partial disability** refers to bodily injury resulting in an insured person's temporary inability to attend to a substantial part of their normal occupation.

Unemployed persons – temporary total disability only

If an insured person is unemployed, we provide cover for temporary total disablement only. This refers to bodily injury resulting in an insured person's inability to function independently, as measured by their inability to perform three or more of the following basic activities of daily living:

- **Bathing** – the ability to wash/bathe themselves independently.
- **Transferring** – the ability to move themself from a bed to a chair or from a bed to a toilet independently.
- **Dressing** – the ability to take off and put on their clothes independently.
- **Eating** – the ability to feed themselves independently, this does not include the preparation of food.
- **Toileting** – the ability to independently use a toilet and clean themselves afterwards.
- **Locomotion on a level surface** – the ability to independently walk on a flat surface.
- **Locomotion on an incline** – the ability to independently walk up a gentle slope or a flight of steps.

The following people are not covered for this benefit

- Children under 15 years old.
- Students who are not employed on a full-time basis.

How long we will pay this benefit for

We will pay the **Temporary disability benefit** until the earlier of these events:

- When an employed insured person has recovered and is able to continue in their usual occupation, or any other occupation.
- When an unemployed insured person has recovered and is able to function independently as measured by their ability to perform three or more of the basic activities of daily living.
- When a medical practitioner declares that an insured person is permanently and totally disabled.
- If you do not send us medical proof confirming the insured person's continued disability, when we ask for it.
- When we have paid the maximum number of weekly benefits or the maximum limit as shown in your policy schedule.
- When an insured person reaches the retirement age stated in their employment contract, but no later than the insured person reaching the age of 65.
- When an insured person dies.
- When a domestic employee is no longer employed by you.

COVER EXTENSIONS

We will automatically cover an insured person for the following included extensions up to the limits shown in your policy schedule.

1. Bereavement benefit

In the event of an accident giving rise to a death claim, we will pay the benefit stated in your policy schedule as a contribution towards bereavement expenses.

2. Emergency transportation costs

If an insured person sustains bodily injury because of an accident, we will pay the costs and expenses necessary for emergency transportation of an injured insured person to the closest suitable medical facility.

3. 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. Any claim is settled simply by referring to the **Disability table** as stated in your policy schedule.

4. Hospital benefit

This benefit pays a daily allowance for any non-medical expenses if an insured person requires hospitalisation after sustaining bodily injury in an accident.

- We will pay up to the amount shown in your policy schedule for each day in hospital, up to the maximum limit as shown in your policy schedule for a 12-month period.
- Hospitalisation means that an insured person is admitted to a registered medical facility for a continuous period of at least 24 hours.
- This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

5. Life support machinery

If an insured person sustains bodily injury because of an accident, we will pay the cost of life support machinery or equipment needed. We will not pay for any costs that are covered by a medical aid.

6. Mobility cover

If we accept a claim for the Permanent disability benefit, and an insured person needs a wheelchair or any other appliance for mobility, we will pay for the following costs:

- A wheelchair or any prosthesis needed for mobility.
- Alterations to an insured person's home to facilitate the use of a wheelchair.
- Modification of the controls of an insured person's car, including wheelchair loading equipment. We will only pay this benefit once per insured person.

7. Rehabilitation costs

If we accept a claim for the **Permanent disability benefit**, and an insured person is unable to perform all aspects of their occupation at the time of the accident, we will pay for the cost of a rehabilitation programme.

- Rehabilitation programmes are re-skilling, re-training or medical treatment programmes to help an insured person's ability to perform the duties of either of the following:
    - An insured person's occupation as at the time of the accident.
    - Any occupation for which an insured person has the required knowledge, skills or ability, or can reasonably be trained in.
- This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

8. Return of a body

If we accept a claim for the **Death benefit**, we will pay the reasonable and necessary costs to return the body of a deceased insured person from the place of death to the place of burial in South Africa.

9. Return of an injured person

If an insured person sustains bodily injury because of an accident, we will pay the reasonable and necessary costs to return an insured person from the hospital to their normal place of residence in South Africa. The following conditions apply to this benefit:

- You must ask us for our permission before you arrange for the return of an insured person.

- The insured person's injury must be of such a serious nature that it prevents them to return home unaccompanied.

10. Search and rescue

If an insured person sustains bodily injury because of an accident, we will pay the reasonable search and rescue costs.

- This benefit includes freeing and bringing the insured person to a place of safety, or to prevent bodily injury.
- If the insured person is found in circumstances which are unlikely to have resulted in bodily injury, we may ask you to pay back any benefit paid by us.

11. Trauma counselling

We will pay the cost of professional counselling to help an insured person cope with trauma after a traumatic accident or an act of violence such as assault, robbery, sexual assault or armed hijacking.

- We will also pay for the cost of professional counselling for an insured person's immediate family members who were exposed to the same trauma as the insured person.
- Your policy schedule shows the limit for every counselling session, plus an overall limit for all the sessions of the same person, plus an overall maximum in any 12-month period.
- The following conditions apply to this benefit:
  - The incident must be reported to the police and you must give us the police case number.
  - We will not pay if the insured person or family member is covered under another insurance policy for a similar benefit.
- This benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

SPECIFIC EXCLUSIONS – WHAT WE DO NOT COVER

The exclusions shown in the **General exclusions** section do not apply to the benefits payable under your **Personal Accident** section. We will not pay a claim for any of the following:

1. Asbestos

Any legal liability or consequential loss because of the presence of asbestos in any form or quantity. This is because of the hazardous nature of asbestos.

2. Aviation

There is no cover if an insured person, who engages in aviation activities for recreation or travels by air, except as a paying passenger in a fully licensed aircraft.

3. Consequential loss

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

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

4. Domestic employees in motor vehicle accidents

We do not cover domestic employees for death, disability or bodily injury resulting from a motor vehicle accident, unless the vehicle was driven in the course of their employment.

5. Electricity grid failure

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

- **Electricity grid failure** is an interruption to or suspension of electricity supply, in any manner and from any source, and for any reason (including damage and any inability and/or failure on the part of the supplier) which affects an entire municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time, including any interruption, power surge or suspension at the reconnection or reinstatement of electricity supply.
- This exclusion also applies to consequential losses in respect of any public utilities that are affected by Electricity grid failure, including but not limited to, the disruption of water, telecommunications and sewage systems. It also applies to other consequential losses, such as the deterioration of any food or other items.
- This exclusion does not apply to Loadshedding (defined below) which remains covered subject to the terms and conditions in your policy.
- **Loadshedding** is the intentional, total or partial, withholding of electricity supply (from any source) by any party other than the insured, implemented in phases, which do not affect a municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time.

6. Insured person's actions cause death or disability

There is no cover if an insured person's death or disability is directly or indirectly caused by any of the following:

- **Criminal activities**

  An insured person's participation in any criminal activity.

- **Dangerous activities or occupations**

  If an insured person participates in any of the following:

  - Any kind of racing, speed tests or endurance tests (other than on foot).
  - Any contact sports.
  - Big-game hunting.
  - Mountaineering where the use of ropes or a guide is necessary.
  - Hang gliding, micro-lighting or parachuting.
  - A crewman on a ship or oil-rig.
  - Underground mining and tunnelling.
  - The manufacture of ammunition and the refining of petroleum.

- **Irresponsible actions**

  If an insured person does any of the following:

  - Deliberately or recklessly exposes themselves to the risks and events that led to the claim, except where an insured person attempts to save a human life.
  - Attempts or commits suicide or deliberately inflicts injury on themselves.
  - Refuses to seek and follow reasonable medical advice or treatment.
  - Drives while under the influence of alcohol, or where the alcohol content in an insured person's body exceeds the legal limit.

- Takes poison or is under the influence of drugs or medication, unless the medication was prescribed by a medical practitioner and taken in the correct dosage.

- **Military or police activities**

  If an insured person is in active service with the defence force, police services or correctional services.

- **Professional sports**

  If an insured person participates in a professional capacity in any sports and or entertainment.

- **Warlike activities**

  Nuclear, biological and chemical warfare or sabotage, or if an insured person actively takes part in any of the following:

  - War, invasion, rebellion, revolution, uprising, riot, civil commotion, strike, or the seizing of power.
  - Labour disturbance, including a riot, commotion or other form of public disorder in the workplace.

7. Losses covered by legislation

This is for any event where compensation is provided for by written law in South Africa, or any other country where this policy might apply. An example in South Africa is the Road Accident Fund Act.

8. Not because of an accident

We do not cover death, disability or bodily injury which is not a direct result of an accident but is instead related to a physical disability, illness or any communicable disease.

9. Nuclear events and substances

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

10. Pollution and contamination

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

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

11. Pre-existing conditions

There is no cover for death, disability or bodily injury that was caused by an illness, medical condition, disability or injury that existed at any time before the cover start date. This exclusion does not apply to an illness that was caused solely and directly by medical or surgical treatment following accidental bodily injury.

12. Psychiatric conditions

We do not cover death, disability or bodily injury that was caused by stress, stress-related symptoms, psychosis, neurosis, or diagnosed psychiatric or nervous disorders.

13. Trade and economic sanctions

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

CLAIMING FOR THE PERSONAL ACCIDENT BENEFITS

The conditions set out in the section **Claiming under this policy** do not apply to the benefits payable under your **Personal Accident** section.

1. How to claim

- **Tell us of the death, disability or bodily injury in writing within four months** from the date of the accident.
- **Send us the evidence and other documents we ask for within the reasonable time that we will give you.** We typically need the following, but we may ask for more depending on the details of your claim:
  - A certified copy of the insured person's identity document.
  - An original signed claim form.
  - A certified copy of the insured person's death certificate (if applicable).
  - Post-mortem reports (if applicable).
  - A copy of the police report (if applicable).
  - Medical reports and clinical evidence (if applicable).
  - Proof of hospitalisation (admission and discharge forms).
  - Blood alcohol results (if applicable).
- **If the steps above are not followed**, or if you do not send us the information we ask for within the time we give you, we may reject the claim.

2. We may ask for medical examinations

- An insured person must undergo medical examinations when we ask them to, as often as required, on a **Permanent disability benefit** or a **Temporary disability benefit** claim. The claim cannot be finalised until the insured person sends us all of the required medical documentation.
- An insured person must also provide us with a certificate from their doctor proving their continued disability on a **Temporary disability benefit** claim, whenever we ask for it.
- We will pay for the cost of the medical examinations, as well as for the cost to provide a certificate of continued disability.

3. How we may limit the amounts we pay

- If an insured person sustains more than one kind of bodily injury in the same accident, we will not pay more than 100% of the benefit as shown in your policy schedule.
- If we pay a benefit for the loss of a limb, we will not also pay the benefit for part of that limb.

For example: If we pay for the loss of a hand, we will not also pay the percentages shown for the loss of fingers.

- If an insured person becomes permanently disabled and then dies because of their injuries, we will either pay 100% of the **Permanent disability benefit**, or the full **Death benefit**. We will not pay for both benefits.
- **Death**
  - Death benefits for children are restricted to the amounts shown in your policy schedule.
- **Temporary disablement**
  - **Temporary partial disablement:** for an insured person who is employed, we will pay up to the limit as shown in your policy schedule for a period not exceeding 104 weeks.
  - **Temporary total disablement:** for an insured person who is unemployed, we will pay up to the limit as shown in your policy schedule for a period not exceeding 104 weeks.

4. If we approve the claim

If we approve the claim, we will pay the benefits as follows:

- We will pay the permanent disability benefit to the insured person.
- We will pay the death benefit to the insured person's estate.
- If the insured person is your child, we will pay the death and permanent disability benefit to you.
- We will pay the hospital benefit and the cost of trauma counselling to the insured person. We will not pay any costs directly to a service provider.
- We do not pay interest on any amount due by us unless ordered to do so by a South African court of law or agreed arbitrator.

5. Disability affects pay-out

The pay-out on a disability claim depends on the extent to which the insured person is disabled: the more severe the disability, the higher the pay-out. See the **Disability table** at the end of this section.

6. Our responsibility ends after we have paid a claim

Once we have paid a claim, we have met our responsibilities to you in terms of this policy. We will not be responsible for any other costs relating to that claim.

7. If you do not agree with our claims decision

You may ask us to review our decision within 90 days from receiving our notice and you may take legal action against us within 270 days from receiving our notice. Please refer to the detailed complaints process under **How to complain** in the **General terms & conditions**.

WHEN COVER ENDS

Cover for an insured person ends when any of the following happens:

- You do not pay the premiums for the personal accident benefits.
- An insured person turns 80 years old.
- We pay a claim for 100% of the permanent disability benefit.
- An insured person dies.

DISABILITY TABLE

Nature of the injury causing disability	% of amount shown in policy schedule
Complete and irreversible loss of:	
• Speech	100%
• Hearing in both ears	100%
• Hearing in one ear	25%
• Sight in both eyes	100%
• Sight in one eye	50%
Total and permanent physical separation, or loss of function of:	
• One arm or both arms	100%
• One leg or both legs	100%
• One arm and one leg	100%
• Both hands or both feet	100%
• One hand or one foot	50%
• One hand and one foot	100%
• Four fingers of either hand	70%
• Thumb of either hand	30%
• Any other finger of either hand	5%
• All toes on one foot	30%
• Great toe of either foot	10%
• Any other toe	2%

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