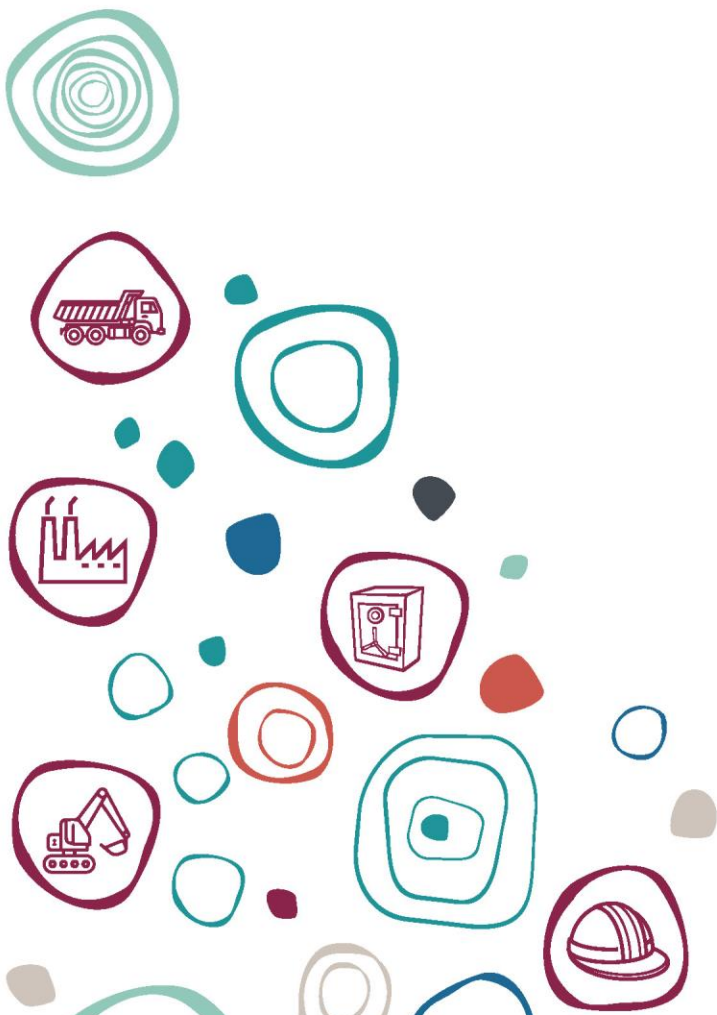


**barker**  
insurance

the personal touch

Fleet Insurance  
Policy Wording



**Hollard.**

Underwritten by The Hollard Insurance Co. Ltd,  
an authorised Financial Services Provider.

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## CERTIFICATE

The Certificate of insurance forms an intricate part of Your Policy and must be read together with the wording of the Policy.

Should any information contained in this Certificate, or any part or Section of this Policy is incorrect in any manner whatsoever, You must contact Us within thirty (30) calendar days of the date of issue of this Certificate, failing which We will use the information contained in this Certificate as the information upon which We will settle any claim You may have.

Only those Sections of this Policy that have been indicated as included in the Certificate, are operative. Should You have received any pages that do not relate to the included Section, those pages shall not operate in any form or manner whatsoever.

If any Sum Insured, Limit, compensation or benefit is:

- left blank or has no monetary amount stipulated against it;
- reflected as nil or not applicable (N/A) or not covered or no amount stated

this means that the Insured Event or circumstance shown is not insured by this Policy.

**No insurance shall apply unless the obligations of General Condition 1. Premium Payments has been complied with in every respect.**

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**PLEASE KEEP THIS POLICY IN A SAFE PLACE**

## INTRODUCTION

This policy is underwritten by:

The Hollard Insurance Company Limited (Hollard)

Reg No: 1952/003004/06

22 Oxford Road (entrance in Federation Road)

Parktown

2193

Tel: 011 351 5000

[www.hollard.co.za](http://www.hollard.co.za)

The Certificate and all the terms and conditions, form the Policy of insurance between You and Us. Make sure that You are familiar with the contents of all the documents and that all the details on the Certificate are correct in every respect.

This Policy document replaces all previous policy documents.

This Policy includes an agreement by You to the disclosure of private underwriting and claims information in General Condition 5.

## DEFINITIONS

<b>"You/Your/Yours/Yourself"</b>	<i>means</i>	the person/persons as defined in each Section of the Policy.
<b>"We/Us/Our"</b>	<i>means</i>	The Hollard Insurance Company Limited (Hollard). Hollard is a registered insurance company for the purposes of the Short-term Insurance Act 1998 and a licensed Financial Services Provider for the purposes of the Financial Advisory and Intermediary Services Act 2002.
<b>"Certificate"</b>	<i>means</i>	the pages which contains details and particulars of You and this Policy and indicates the Sections and Sub-Sections under which You are insured. If any detail is not recorded correctly in all respects You must notify Us as soon as possible.
<b>"Period of Insurance"</b>	<i>means</i>	the period of cover as specified in the Certificate and for which premium has been received and accepted by Us.
<b>"First Amount Payable"</b>	<i>means</i>	the first amount to be paid by You or for which You shall be responsible in respect of each and every claim You may have in terms of this Policy. The value of the First Amount Payable is shown in the First Amount Payable Section.
<b>"Indemnity"</b>	<i>means</i>	that We will attempt to place You back in the same financial position You were immediately before an Insured Event that caused You to submit a claim under this Policy.
<b>"Limit of Liability"</b>	<i>means</i>	the maximum We will contribute, subject to the Limits/Sums Insured/Benefits stated in the Certificate or Limits Section, towards any accepted claim You may have in terms of this Policy.
<b>"No-Claim Bonus"</b>	<i>means</i>	that if during an annual Period of Insurance You do not submit a claim to Us in terms of any Section of this Policy We will reduce the renewal premium for the Section concerned by a percentage set by Us and notified to You.
<b>"Sum Insured"</b>	<i>means</i>	the total current replacement cost of the Insured Property and is subject to General Conditions 9 and 17.
<b>"Section"</b>	<i>means</i>	the insurances provided by this Policy and is included as stated in the Index of this Policy.

## GENERAL CONDITIONS

The following General Conditions apply to the entire Policy.

You and Us agree that any terms of this Policy, which may be in conflict with any statute shall be amended to conform to such statute.

### 1. Premium Payments

- 1.1 If You put a stop payment on Your premium this Policy will automatically be cancelled from the date that the premium was due to be paid.
- 1.2 We may decide to change the amount of premium payable under this Policy at any time and if We do We will give You one (1) month's notice of a change in premium.

#### Monthly Policy/Premium Payments

- 1.3 If according to the Certificate this a monthly policy, this policy is valid for one calendar month.
  - 1.3.1 The policy is automatically renewed for a further month every time You pay Your premium which must be paid on the due date which is the first day of every month.
  - 1.3.2 If We do not receive Your premium by the due date or within fifteen (15) days after the due date (save in the first month) the policy shall automatically terminate from 24:00 (midnight) on the last day of the month for which premium was actually received by Us.
  - 1.3.3 The premium is payable in advance and You will only be covered for that period in respect of which Your premium has been paid.
  - 1.3.4 Non-payment of the premium shall result in the policy terminating.
  - 1.3.5 If We do not receive Your first premium (in the first month) the policy will be void from the first inception date.

#### Annual Policy/Premium Payments

- 1.4 If according to the Certificate this is an annual policy, this policy is valid for one year.
  - 1.4.1 The policy may be renewed on the annual renewal date if You pay Your premium on or before the annual renewal date, which date will be the due date for payment of the premium.
  - 1.4.2 If We do not receive Your premium on the due date or within fifteen (15) days after the due date, You will not have any cover and the policy shall lapse from 24:00 (midnight) on the last day of the twelve (12) month period for which premium was actually received by Us.
  - 1.4.3 If We do not receive Your premium the policy shall be void from the first inception date.
  - 1.4.4 The premium is payable in advance and You will only be covered for that period in respect of which Your premium has already been paid to Us.
  - 1.4.5 If the first premium is not paid there shall be no cover as with the monthly policies.
  - 1.4.6 If there is a total loss any remaining unpaid annual premiums paid monthly that are still due and payable, must be paid alternatively the unpaid premiums shall be deducted from the indemnity paid.

If You put a stop payment on Your premium this policy will automatically be cancelled from the date that the premium was due to be paid.

### 2. Claims Procedure

When an Insured Event happens which may result in a claim You or any other person who seeks to claim against this policy must do the following or forfeit Your right to claim:

- 2.1 notify Us as soon as possible after the event, and provide Us with details of any other policy which may cover the same event;

- 2.2 supply Us with full written details of any claim no later than thirty (30) days after the event giving rise to the claim;
- 2.3 supply proof to Our satisfaction of both the ownership and value of any item that You are claiming for, when requested to do so;
- 2.4 supply us with all written proof, information and sworn declarations We require in relation to the event and the loss of any item that You are claiming for not later than fourteen (14) days after We have requested it;
- 2.5 report any event to the Police within forty-eight (48) hours if it involves body injury, theft or other criminal act or suspected criminal act or loss of property and take all practicable steps to discover the guilty party and recover the stolen or lost property;
- 2.6 supply Us with any letter of demand, summons or similar document or process received by You, relating to any claim within forty-eight (48) hours of receiving it;
- 2.7 neither You nor any other person acting with Your consent or on Your behalf may make any statement, admission, offer, promise or payment or give indemnity to any party. Never admit guilt nor offer a settlement to any party involved in an incident in which You are involved as this will hinder Us in defending any claim. We will not be bound by any admission or offer You might make to any party in relation to any incident;
- 2.8 always supply Us with true and complete information. All documentation and information which is provided in substantiation or support of any claim shall be true and correct;
- 2.9 We may take or keep possession of Your damaged property. You are not entitled to abandon any property to Us whether We take possession of it or not. We may elect to take ownership of the salvage and dispose of it any manner We consider reasonable;
- 2.10 You must allow Us to enter the building or premises where the loss or damage took place and to take possession of the damaged property covered by this Policy and to deal with it in any reasonable manner We consider.

### **3. Subrogation**

- 3.1 At Our expense You must do or allow Us to do everything that may be necessary, or reasonably required by Us, to enforce our right to claim on Your behalf and in Your name whether before or after We have settled the claim. If You do not allow Us to take this action, You may lose all benefits under this Policy and/or be required to repay to Us any benefit You have already received from Us.
- 3.2 When We settle a claim, Your rights to claim against other people are automatically transferred to Us.
- 3.3 You must supply all information and assistance which We may reasonably require and We have the right to take over the defence or settlement of any claim and conduct it in Your name.
- 3.4 We have the right at any time to relinquish the control of any defence, settlement or proceedings and to pay You the full amount of Our liability, or any lesser amount for which We consider that the claim can be settled, after which We will not have any further liability to You.

### **4. Settlement of Claims**

- 4.1 We may decide whether We want to settle Your claim by repairing or replacing or reinstating or by paying the value in cash, less the value of the damaged property or a combination of these, but subject always to the amounts stated in this Policy less any First Amount Payable as detailed in the First Amount Payable Section of this Policy.
- 4.2 You have to sign a release in Our favour when/before We will settle a claim.

### **5. 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.

- 5.1 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.

- 5.2 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.
- 5.3 Accessing your medical information: We may ask you to undergo any necessary medical testing, blood testing and examinations. We may also ask you to send us any medical information we need to accurately assess our risk or your claims.
- 5.4 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.
- 5.5 Receiving marketing from us: Please contact us if you want to change your marketing preferences. Remember that even if you choose not to receive marketing from us, we will still send you communications about this product.

## **6. Insurable Interest**

- 6.1 You must have a financial insurable interest in any item insured under this Policy throughout the period of cover of this Policy and also at the date of any event.
- 6.2 'Insurable Interest' means that You are the owner of or alternatively the good faith possessor in terms of a credit agreement of the insured item and bear the risk of financial loss of the item.
- 6.3 Should Your insurable interest in any item insured under this Policy change You must notify Us in writing of such change. If You do not We may reject Your claim relating to that item.

## **7. Prevention of Loss, Damage or Liability**

If You take any deliberate risk that results in loss, damage, death, injury or liability that could give rise to a claim, You will forfeit the right to claim in terms of this Policy.

## **8. Rights of Others**

This Policy gives rights to You only. Any extension of Our liability for the losses of any other person gives no right to that person to claim against Us. Only You may claim against this Policy. We will handle all claims on Your behalf. You may not cede Your rights. We may require that should any other person, via You, be entitled to receive any benefit in terms of this Policy that such other person cede their legal rights to Us to allow Us to use their name to recover from any person who caused the loss or damage.

## **9. Contribution**

In the event that there is any other insurance policy or policies covering the property/item against loss or damage or liability insured in terms of this Policy, this Policy will only provide cover for a pro-rata portion of any claim that You may have.

## **10. Accuracy of Material Information**

This Policy or any part of it can be declared of no effect by Us if any details which affect Our decision to provide cover in terms of this Policy or if any information that would affect Our decision to provide You with the cover in terms of this Policy is withheld from Us at any time. Should You fail to advise Us of any change of such details We shall have the right to cancel this Policy from the time that the change occurred.

## **11. Notice of Amendments to Cover**

We may change Your Policy by giving You thirty (30) days notice. We may give notice by email, fax or by post to Your last known address. Any change which You make will be effective from the time and date agreed to.



**12. Deliberate or Fraudulent Acts In Making A Claim**

All benefits afforded in terms of this Policy in respect of any claim shall be forfeited and this Policy may be avoided or cancelled at Our discretion from the date of any fraudulent conduct and all premiums paid in respect of such claim shall be forfeited and this policy may be avoided or cancelled from the date of the fraudulent conduct at Our discretion:

- 12.1 if any claim or part thereof under this Policy is in any way fraudulent or if fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, or if any Insured Event under this Policy is occasioned by Your intentional conduct or any person acting on Your behalf or with Your connivance; or
- 12.2 if any fraudulent information and/or document, whether created by You or any other party is provided to Us by You or anyone acting on Your behalf or with Your connivance in substantiation or support of any claim under this Policy and whether or not the claim itself is fraudulent; or
- 12.3 if the quantum of any claim is deliberately exaggerated by You or anyone acting on Your behalf or Your connivance, for any reason whatsoever, and whether the claim in itself is fraudulent.

Where any benefit under this Policy is forfeited in circumstances set out in this General Condition, You shall repay to Us all amounts which We may have previously settled in respect of all claims forfeited without prejudice to Our right to recover any other damages which We may have suffered as a result of the fraudulent conduct.

**13. Prescription/Time bar**

- 13.1 We are not liable after twelve (12) months have expired from the date of the event that gives rise to a claim, unless the claim is the subject of a pending court action between You and Us, or is a claim for sums for which You may become legally liable to a third party.
- 13.2 If We decline liability for a claim made in terms of this Policy or avoid Your Policy or You dispute the amount of any claim under this policy, representation may be made to Us within ninety (90) days of the date of Our letter of rejection or avoidance. Your representation must be submitted in writing to:

The Hollard Insurance Company Limited  
PO Box 87419  
Houghton  
2041  
Fax: (011) 351 8034

Alternatively, You may contact:

The Ombudsman for Short Term Insurance  
PO Box 32334  
Braamfontein  
2017  
Phone: (011) 726 8900  
Fax: (011) 726 5501

- 13.3 If Your dispute is not satisfactorily resolved in this manner, You may institute legal action against Us for the enforcement of the claim by way of the service of summons against Us. Summons must be served on Us within one hundred and eighty (180) days of Our original letter of rejection or avoidance. If this is not done, Your claim will be unenforceable against Us and it will prescribe and We will no longer be liable for the claim.

**14. Cancellation/Amendment to Cover**

- 14.1 We may amend or cancel Your Policy by giving You thirty (30) days notice. We may give notice by email, fax or by post to Your last known address.

- 14.2 You may cancel this Policy at any time by giving written notice to Us. On the cancellation of an Annual Premium Facility Policy, You shall be entitled to a refund premium, less the premium at Our short period rates for the time the Policy has been enforce.
- 14.3 The Policy will be cancelled if premiums for two (2) consecutive periods of the Policy are not paid and We will make no further requests for premiums from You or Your paying agent.
- 14.4 If You put a stop payment on Your premium this policy will be cancelled from the date that the premium was due to be paid.

## 15. Notice, Instruction, Communication

You must communicate with Us or Your broker in writing. Any changes to Your Policy must be made whenever Your circumstances change. To ensure continuous cover, You need to notify Us before such changes occur. Should the changes be acceptable to Us, they will be effective on the terms from the date agreed upon, subject to Our conditions being complied with and receipt of the premium as agreed. We will confirm these changes by sending You an updated Certificate.

## 16. Reinstatement of Sum Insured

The Sum Insured amounts will not be reduced by the amount of any claim. We may nevertheless request You to pay an additional Premium having regard to the amount of the claim from the date of the loss or damage to the expiry of the Period of Insurance. This applies separately to each Section of this Policy.

## 17. Average

It is important that You insure all Your Insured Property for the correct value, which is the total, current replacement cost of Your Insured Property. We have stated this as the Sum Insured on the Certificate of the Section. If at the time of any loss or damage, the amount which is needed to replace all Your Insured Property with similar new property is more than the amount for which it is insured, You will be considered as if You are Your own insurance company for the difference and will bear a proportional share of the loss or damage accordingly. This General Condition applies separately to each item in the Certificate.

Example:

a)	Loss	R24 000
b)	Sum Insured	R75 000
c)	Replacement Value	R100 000
d)	Settlement	$R24\,000 \times 75\,000/100\,000$
		= R18 000 Less the appropriate First Amount Payable
		(i.e. 25% underinsured = 75% payment by Us)

## 18. Warranties/Notes/Endorsements

This insurance is subject to the warranties as stated in the "Warranties/Notes/Endorsements" Section on the Certificate.

- 18.1 A warranty is a statement or a condition which is an essential element of this contract and which affects the validity of the contract. All warranties must consequently be strictly observed and complied with by You.
- 18.2 If You state as fact that You have not submitted any claims in a specified period We use this information as a basis of Our agreement when insuring Your items. If Your statement is false then it is a breach of the warranty and We have the right to cancel Your Policy from the start and avoid any claims submitted.
- 18.3 If We require security measures to Your Vehicle or Dwelling the measures become a condition for theft cover in the applicable Section of the Policy.
- 18.4 If You are receiving a discount for precautionary measures taken on any Section of this Policy and these measures are not in place, maintained and/or operational at the time of the loss or damage for which a claim is submitted, We may reject Your claim.

**19. Non-Compliance**

If You fail to comply with all the terms, conditions or warranties or if You provide incorrect facts it may result in a claim being rejected or the Policy being cancelled.

**20. First Amount payable by You**

Every time You claim, You must pay the First Amount Payable as set out in the First Amount Payable Section.

**22. Jurisdiction for Costs Incurred**

22.1 This Policy shall be subject to the laws and statutes applicable in the Republic of South Africa and We shall only abide by judgements delivered or obtained in the first instance by a court of competent jurisdiction within the Republic of South Africa.

22.2 This Policy will not indemnify You in respect of costs and expenses of litigation recoverable by any claimant from You which are not incurred and recoverable within the Republic of South Africa.

**23. Interest on Damages**

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

**24. Repatriation**

We do not compensate You for the costs to repatriate an insured Vehicle or other Insured Property which is damaged outside the Republic of South Africa, unless We specifically agree to do so in writing.

**25. Contractual Liability**

We will not compensate You for any loss arising from contractual liability unless legal liability would have existed in the absence of such contract or agreement.

**26. Legal Liability**

26.1 You can only be compensated under one of the Sections of this Policy, arising from the same event, relating to the same risk (property or liability).

26.2 You can only be compensated under one of the Sections of this Policy, arising from the same cause, relating to the same property.

## GENERAL EXCLUSIONS

The following General Conditions apply to the entire policy.

The Parties agree that any terms of this policy which may be in conflict with any statute are amended to conform to such statute.

### The following are not covered:

1. 1.1 Loss or destruction of or damage:
  - 1.1.1 To any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
  - 1.1.2 Death, injury or any legal liability of whatsoever nature  
 Directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.
- 1.2 Any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material
2. Loss of or damage to property or bodily injury related to or caused by:
  - 2.1 Civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the a foregoing;
  - 2.2 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - 2.3 2.3.1 Mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege,  
 2.3.2 Insurrection, rebellion or revolution.
  - 2.4 Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
  - 2.5 Any act which is calculated or directed to bring about loss or damage or bodily injury, in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any Section thereof;
  - 2.6 Any attempt to perform any act referred to in Exclusion clauses 2.4 or 2.5 above;
  - 2.7 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Exclusion clause 2 above.

If We allege that by reason of any of the Exclusions in clause 2 above, loss of/or damage is not covered by this Policy, the burden of proving the contrary shall rest upon You.

3. Loss of/or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act. No 85 of 1976 or any similar Act operative in any of the territories to which this Policy applies.
4. Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this Policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act or terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General Exclusion 4 an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any organisation or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any Section thereof.

5. Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, this Policy does not cover:

5.1 Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising there from;

5.2 Any legal liability of whatsoever nature;

5.3 Any consequential loss;

Directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all

5.3.1 To treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with such date, or

5.3.2 To capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date, or

5.3.3 To capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or

5.3.4 To capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether Your property or not.

Where the loss, damage or liability is attributable to more than one proximate cause, this Exclusion will not apply if any other such cause is an insured peril.

In the event of the mechanical breakdown of any machinery, equipment or Vehicle, We will not pay for the replacement or repair or modification of any part of any computer equipment causing the event but We will pay for any resultant loss, damage or liability covered under the policy.

6. Loss of/or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

7. Consequential loss or damage except as We specifically insure.

8. Loss or damage resulting directly or indirectly from or in connection with any actual or purported exchange, cash or credit sale agreement including theft by false pretences and/or fraud.

9. The carriage of any load or passengers exceeding the load or number of passengers for which that the Vehicle was originally manufactured or is legally entitled to carry or the carriage of passengers in or on an open Vehicle.

10. Loss or damage caused by wear and tear, depreciation, electrical or mechanical breakdown, rust, corrosion, mildew, moth, vermin, insects, Your own domestic pets, any gradually operating cause, process of dyeing, cleaning or renovating, the action of light or atmospheric conditions.

11. The insurance for an insured item shall be void from the first inception date of this policy if any person other than You has any right of ownership or of possession or the right to any insured item under the policy, or if You have no title to such item, by reason of such item being stolen property.

**If We say that a claim is not covered because of the General Exclusions in 1 to 11 above, then You must prove the contrary.**

### **Total Asbestos Exclusion Clause**

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

### **Nuclear Causes Exclusion Clause**

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this reinsurance does not cover loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.

#### **Definitions:**

<b>"Nuclear material"</b>		As defined in NMA 1975.
<b>"Nuclear fission"</b>	<i>means</i>	A nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.
<b>"Nuclear fusion"</b>	<i>means</i>	A nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.
<b>"Nuclear radiation"</b>	<i>means</i>	The absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.
<b>"Nuclear waste"</b>		As defined in NMA 1975.
<b>"Nuclear fuels"</b>	<i>means</i>	A substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.
<b>"Nuclear explosives"</b>	<i>means</i>	An explosive involving the release of energy by nuclear fission or fusion or both.
<b>"Nuclear weapon"</b>	<i>means</i>	A nuclear device designed, used or usable for inflicting bodily harm or property damage.

## VEHICLE INSURANCE

### 1. Definitions

For this Section only:

- 1.1 **"You/Your/Yours/Yourself"** means the Insured/Insured Persons named in the Certificate, including any company or close corporation in whose name this Policy is issued and Your spouse and any member of Your immediate family normally residing with You and who is financially dependant upon You.
- 1.2 **"Vehicle"** means:
- 1.2.1 a private motorcar, kombi, microbus or similar Vehicle, designed or adapted for the transporting of not more than 12 (twelve) people including the driver, a station wagon, 4x4 Vehicle, 4x2 Vehicle or motorised caravan, in each case not exceeding three thousand five hundred (3 500) kg in gross Vehicle mass;
  - 1.2.2 a motorcycle including a scooter, three-wheeled Vehicles or quad bike;
  - 1.2.3 a trailer or caravan which is not self-propelled, and which is designed or adapted for towing by a Vehicle described in 1.2.1, 1.2.2 or 1.2.3;
  - 1.2.4 a light delivery Vehicle not exceeding three thousand five hundred (3 500) kg in gross Vehicle mass
  - 1.2.5 a goods Vehicle with a gross mass exceeding three thousand five hundred kilograms(3 500kg), busses conveying more than twelve (12) persons;
  - 1.2.6 any Vehicle hired, leased or temporarily used by You as a replacement for an insured Vehicle that is out of use purely for the purpose of overhaul, upkeep and/or repair by a member of the motor trade provided that Our maximum liability shall not exceed the value of the replaced insured Vehicle as stated in the Certificate of this Section;

shown on the Certificate of this Section, including all accessories and parts attached to the Vehicle at the time of any incident and being Your property.

### 2. Description of Use (as stated in the Certificate of this Section)

**Use by or for:**

- 2.1 Use 1: Private use with annual mileage restricted to ten thousand kilometres (10 000) km
- 2.2 Use 2: Private and business purposes but not use for the purposes of any commercial and/or industrial undertaking with annual mileage restricted to thirty five thousand kilometres (35 000) km
- 2.3 Use 3: use for the purposes of commercial and/or industrial undertakings, and carriage of goods for trade purposes with no mileage restriction

Cover does not extend to any use connected with:

- 2.4 the motor trade (except use in connection with the normal maintenance, service or repair);
- 2.5 driving instruction or towing for reward;
- 2.6 the carriage of goods for trade purposes;
- 2.7 hiring;
- 2.8 carriage of fare-paying passengers or lift club passengers for reward;
- 2.9 carriage of passengers for reward which shall include passengers in busses, taxis, coaches, ambulances and emergency Vehicles;
- 2.10 Vehicles owned by Vehicle rental concerns;
- 2.11 racing, sports meetings, speed or other contests or rallies or use on any race track whether at an organised event or not;

- 2.12 the carrying of explosives or other hazardous goods including but not limited to nitro-glycerine or dynamite, the transport of chemicals or compressed gasses or liquid gaseous form, the transportation of hazardous waste, the transportation of liquefied petroleum or gasoline, or the delivery of commercial freight;
- 2.13 the carrying of goods or passengers greater than the mass or number that the Vehicle is licensed and designed to carry.

### 3. Insured Events

#### 3.1 We will compensate You if the Vehicle is damaged or stolen.

- 3.1.1 The most We will pay for the Vehicle is its value stated on the Certificate of this Section or the reasonable retail value of the Vehicle, as described in the "Auto Dealers Guide" or "Commercial Dealers Guide" published by TransUnion Auto Information Solutions (Pty) Ltd at the time of loss or damage whichever is less, less the First Amount Payable, and less any amount You are entitled to claim under any dual insurance and any betterment or depreciation.
- 3.1.2 If the Vehicle is stolen We do not have to compensate You for three (3) weeks from the time You tell Us about the theft.
- 3.1.3 If parts for the Vehicle are not available, and it delays the repairs, We will not compensate You for the inconvenience or money You lose or for any liability You may incur because of the delay.
- 3.1.4 Any Vehicle accessories which are not standard factory-fitted, and irrespective any Vehicle sound equipment will only be covered if noted separately on the Certificate of this Section and any additional premium has been received by Us.
- 3.1.5 Replacement of Vehicle

If you are the first registered owner of a new vehicle and within twelve (12) months of registration it is:

3.1.5.1 stolen or hijacked and not recovered and physically returned to Us

or

3.1.5.2 damaged and the assessed cost of repairs exceeds seventy five percent (75%) of the current new retail price including Value Added Tax (VAT)

the maximum amount payable by us will be the current purchase price of a new vehicle of the same or a similar model or the value shown in the Certificate of this Section whichever is the lower, less the First Amount Payable

provided that:

3.1.5.3 The Vehicle has not travelled more than thirty thousand (30 000) kilometres.

#### 3.2 Sound Reproduction Equipment

You must specify any sound reproduction equipment and We will list it on the Certificate of this Section. We will compensate You for the insured amount on the Certificate of this Section for sound reproduction equipment, if it is stolen or damaged and permanently fitted to the insured Vehicle,

provided that:

- 3.2.1 the theft is caused by actual visible, forcible and violent entry or attempted entry into the Vehicle resulting in material damage to the Vehicle. We may decide whether We want to settle a claim by repairing or replacing or paying cash, or a combination of the these.
- 3.2.2 if the sound equipment has a removable faceplate, You must remove this from the Vehicle whenever it is left unattended, or there will be no cover. You must provide Us with the removable faceplate when You claim.



**3.3 Credit Agreement**

If the Vehicle is financed, We will first pay the finance company.

**3.4 Cost of Protection and Removal**

If the Vehicle is damaged in an accident We will compensate You for the reasonable cost to store and tow the Vehicle to the closest repairer to where the accident happened, up to the amount stated in the Limit Section per event.

**3.5 Window Glass**

If any window glass fitted to the Vehicle is damaged or broken requiring replacement We will compensate You up to the amount stated in the Limit Section per event, less the First Amount Payable in respect of window glass.

**3.6 Medical Benefit**

3.6.1 If the Vehicle is in an accident and any person in it is injured, We will pay a benefit of the amount stated in the Limit Section towards the medical costs of each injured person on production of proof of the injury to Our satisfaction.

3.6.2 If the insured person is entitled to claim in terms of the Road Accident Fund or similar legislation, they must submit a claim against the Fund, or similar legislation, and any amount recovered as a result of such a claim must be refunded to Us once the claim has been finalised and all moneys owing have been paid, up to the amount of the medical costs paid by Us.

**3.7 Keys/Locks/Remote Controls**

We will compensate You for the reasonable necessary costs incurred by You to replace damaged or lost keys, locks and remote controls of the Vehicle up to the amount stated in the Limit Section of this Policy.

**3.8 Liability to Third Parties**

3.8.1 We will compensate You against Your legal liability to a third party up to the Limit of Liability stated in the Limit Section or the amount stated on the Certificate of this Section whichever is the lesser, for the payment of damages, legal costs and other expenses incurred with Our consent for:

3.8.1.1 death of or bodily injury to any person;

3.8.1.2 damage to property;

3.8.1.3 fire or explosion;

as a result of an accident caused by or in connection with a Vehicle, or trailer or caravan attached to it, as specified on the Certificate of this Section but not exceeding the Limit of Liability stated in the Limit Section.

Provided that in respect of any quad bike, We will not pay You any compensation against Your legal liability in excess of the amount stated in the Limit Section.

3.8.2 We also compensate any person You have allowed to use the Vehicle subject to the terms, exclusions, exceptions and conditions of this Policy

provided that such person:

3.8.2.1 has never been refused insurance or any continuance thereof;

3.8.2.2 is not entitled to compensation under any other policy;

3.8.2.3 complies with the terms of this Policy as far as they can apply.

3.8.3 This Section is subject to the proviso that if it is possible to institute a claim under the Road Accident Fund Act 56 of 1996 or amendments thereto or any other applicable legislation, this claim must be instituted and any amount recovered in respect of medical expenses paid by Us must be refunded to Us upon finalisation of the said claim.

## 4. Special Extensions to Liability

### 4.1 Insured organisations

Cover in respect of Your legal liability arising as a result of the use and/or ownership of the insured Vehicle is extended to indemnify any organisation of which You are a director, a partner, a member of the holding CC, or a sole proprietor.

provided that:

- 4.1.1 such organisation is not involved in the hiring of Vehicles or the carriage of passengers for hire or the carriage of fare paying passengers.
- 4.1.2 We will not be liable for loss or damage which is insured by, or would, but for the existence of this extension be insured by any other policy in force at the time of the event and provided that the Vehicle is being used in accordance with the Description of Use stated on the Certificate of this Section.

### 4.2 Contingent liability extension

The indemnity under this Section includes claims made against:

- 4.2.1 You in the event of an accident arising in the course of the business caused by or through or in connection with any Vehicle not the property of or provided by You, while being used by any partner or director or employee of Yours (hereinafter in this extension referred to as such person)
- 4.2.2 any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any Vehicle not belonging to him or to You or leased or hired by either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any insurer provided that:
  - 4.2.2.1 We will not be liable for loss of or damage to any Vehicle being used for the purposes and in the manner described in (a) and (b) above
  - 4.2.2.2 the payment by You of subsidies or travelling allowances to such person for the use of his own Vehicle for official purposes of Yours, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension
  - 4.2.2.3 if, at the time of the occurrence of any accident giving rise to a claim under this extension, You or such person is entitled to indemnity under any other policy in respect of the same occurrence, We will not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy
  - 4.2.2.4 the terms exceptions and conditions of the policy shall otherwise apply
  - 4.2.2.5 the limit of indemnity for any one occurrence shall not exceed the amount stated in the Limit Section.

### 4.3 Unauthorised passenger liability extension

The indemnity extends to cover Your legal liability for death of or bodily injury to persons while being carried in or entering or getting onto or alighting from any Vehicle in contravention of Your instructions to Your driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Limit Section.

### 4.4 Fire extinguishing charges extension

Any costs (not exceeding the amount stated in the Limit Section) relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which We may be liable in terms of this section, provided You are legally liable for such costs and the insured property was in danger from the fire.

### 4.5 Waiver of subrogation rights

For the purposes of this section, We waive all rights of subrogation or action which We may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

#### 4.6 Cross liabilities

Where more than one Insured is named in the Schedule, We will indemnify each insured separately and not jointly, and any liability arising from such Insured shall be treated as though separate policies had been issued to each, provided that Our aggregate liability shall not exceed the limit of indemnity stated in the Schedule.

### 5. Special Exclusions

#### 5.1 Loss of or damage to the insured Vehicle

The following is not covered:

- 5.1.1 damage to tyres caused by the application of brakes, road punctures, cuts or bursts except as a result of an accident causing other damage;
- 5.1.2 damage to suspension caused by uneven roads or other uneven surfaces including potholes;
- 5.1.3 gradual causes such as wear and tear, rust, mildew, corrosion or decay;
- 5.1.4 depreciation, electrical-, electronic- or mechanical breakdown, failure or breakages and loss ;
- 5.1.5 theft of the spares or accessories of the insured Vehicle or motor cycle, including scooters, three-wheeled Vehicles and quad bikes, unless the Vehicle or motor cycle including scooters and three wheeled Vehicles is stolen at the same time;
- 5.1.6 loss of or damage to any sound reproduction equipment not specified on the Certificate of this Section;
- 5.1.7 damage to the insured Vehicle caused by or attributable to the un-roadworthy condition of the Vehicle;
- 5.1.8 loss or damage resulting from the scratching, biting, chewing, tearing or soiling by domestic pets;
- 5.1.9 loss or damage caused by or attributable to defective design, specification, construction or material;
- 5.1.10 loss or damage caused by the lack of maintenance to the insured Vehicle.

#### 5.2 Liability to Third Parties

The following is not covered:

- 5.2.1 Death of or injury to:
  - 5.2.1.1 You or any person who is a member of Your family or household;
  - 5.2.1.2 any person in Your employ, if such death or injury arises out of or in the course of their employment;
  - 5.2.1.3 any person being carried in or on any caravan, motor cycle or trailer attached to the insured Vehicle, or on the pillion of any motor cycle, including scooters and three wheeled Vehicles;
  - 5.2.1.4 any person getting in, on, onto, off or out of the insured Vehicle if the Vehicle is a motor cycle, scooter, three-wheeled vehicle, quad bike, trailer or caravan;
  - 5.2.1.5 any person travelling in an open section of the insured Vehicle, unless seated on a fixed seat and are using a safety belt as required by statute, for an amount exceeding the amount stated in the Limit Section.
  - 5.2.1.6 any person who has the right to claim from the Road Accident Fund, or a similar statute in force within the Territorial Limits for the amount recoverable from such Fund or statute.
- 5.2.2 Damage to property:
  - 5.2.2.1 belonging to You or any member of Your family or household or in Your possession;
  - 5.2.2.2 being carried in or on the insured Vehicle or any trailer or caravan attached to the Vehicle;
- 5.2.3 any damages, costs or expenses that are covered by any relevant compulsory motor Vehicle insurance legislation or in terms of any other legislation;

- 5.2.4 liability to any third parties arising from any incident which gives rise to a claim for loss of or damage to the insured Vehicle which claim relative to damage to the insured Vehicle is rejected by Us.

### 5.3 Specific exclusions to this section

The following are not covered:

- 5.3.1 loss, damage, injury or liability:
- 5.3.1.1 to the insured Vehicle while the Vehicle is transported by sea between to or from ports within the Territorial Limits;
- 5.3.2 loss, damage, injury or liability caused, sustained or incurred whilst the insured Vehicle is being used:
- 5.3.2.1 by any person other than a fully licensed driver, or alternatively by a person who has a learners' drivers licence whilst not complying with the laws relating to learners;
  - 5.3.2.2 by any person who is in possession of a licence that has been endorsed or cancelled, whether the endorsement or cancellation is on the licence or with the authorities, or who has been convicted of negligent or reckless driving within a period of three (3) years prior to the date of the accident;
  - 5.3.2.3 in respect of any quad bike by any person who is under the age of 16;
  - 5.3.2.4 otherwise than in accordance with the Description of Use as stated on the Certificate of this Section;
  - 5.3.2.5 in a condition which does not comply with the provisions and regulations of National Road Traffic Act of the Republic of South Africa or any similar legislation which applies to the Territorial Limits;
- 5.3.3 any claim arising out of contractual liability nor any repairs made unless We have approved the repairs in writing;
- 5.3.4 liability loss, damage, injury of liability that arises whilst possession of the insured Vehicle is being transferred to another person, with the intention of disposing of or selling it, without prior confirmation by Your bankers that valid and legal payment has been made;
- 5.3.5 loss or damage whilst an insured light delivery Vehicle is being used to carry goods for business or professional purposes, unless the Vehicle is insured for Use 3 as described in item 2.3 of the Description of Use in this Section;
- 5.3.6 Your withdrawal of any charge laid against anyone who uses the insured Vehicle without Your knowledge or consent or Your failure to lay a criminal charge against them with the Police within forty-eight (48) hours of such unlawful use may result in Us rejecting Your claim;
- 5.3.7 loose personal possessions in the Vehicle. This cover is available subject to terms and must be insured in the All Risks Section;
- 5.3.8 loss of or damage caused by or to an insured Vehicle whilst it is been driven within an aviation apron or runway whether such is registered or not;
- 5.3.9 any loss damage or liability arising whilst the insured Vehicle is in the underground workings of any mine;
- 5.3.10 the permanent or temporary disposition of the insured Vehicle resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 5.3.11 consequential loss or damage of whatsoever nature;
- 5.3.12 ny intentional act causing loss or damage by You or any members of Your household, or which occurs with Your concurrence;
- 5.3.13 carriage of any load or passengers exceeding that load or number of passengers that the Vehicle was originally manufactured and/or is licensed to carry;
- 5.3.14 Vehicles used for the carriage of passengers for hire or carriage of fare paying passengers including busses, taxis, coaches, ambulances, or any other Vehicle used for lift clubs for hire or reward and car rental companies;

- 5.3.15 Vehicles used for the transportation of explosives such as nitro-glycerine, dynamite or any other explosive generally classified as a high explosive substance or for the transport of hazardous chemicals.
  - 5.3.15.1 explosives/hazardous goods – damage to third party property/passenger liability as covered under the "Third Party" section of the motor cover is excluded in respect of any Vehicle/s whilst carrying explosives or other hazardous goods including but not limited to nitro-glycerine or dynamite;
  - 5.3.15.2 the bulk transportation of liquefied Petroleum or gasoline or carriage of hazardous waste.

## 6. Special Conditions

### 6.1 Vehicle Security/Immobiliser

- 6.1.1 If We specify that a particular type of security system must be installed to any insured Vehicle stated in the Certificate of this Section for You to qualify for theft cover in terms of this Policy or if You receive a security discount on any insured Vehicle stated in the Certificate of this Section, the onus rests upon You, in the event of theft of any such insured Vehicle, to prove that the security system was installed, engaged and fully operational.
- 6.1.2 You shall ensure that the service agreement with and/or recommendations made by the manufacturers and/or installers of any such security system are adhered to at all times.
- 6.1.3 We shall not be liable in respect of any loss or damage arising from such theft of such Vehicle if You:
  - 6.1.3.1 fail to install any required security device or to engage and/or activate it prior to the theft of the Vehicle;
  - 6.1.3.2 cancel Your service agreement;
  - 6.1.3.3 fail to pay any subscription due in terms of such agreement;

In the event that We specify that any tracking device must be installed into an insured Vehicle, You must make sure that the insured Vehicle is linked up to the tracking services at all times and that the insured Vehicle tracking unit is operational and armed.

### 6.2 Traffic Offences

You must advise Us of any endorsement, suspension or cancellation of Your driving licence or that of any person who drives the insured Vehicle, whether the endorsement or cancellation is on the licence or with the authorities, or of any charge or proceedings relating to reckless or negligent driving or driving under the influence of alcohol or as a result of where the alcohol concentration of the driver exceeds the limit as envisaged by Section 65 of the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated there under, or any similar legislation which applies to the Territorial Limits or where the driver of the insured Vehicle was under the influence of intoxicating liquor or drugs with a narcotic effect.

### 6.3 Driving while under the influence

There is no cover for loss damage injury or liability that arises:

- 6.3.1 while You drive or tow the Vehicle under the influence of intoxicating liquor or drugs or Your blood alcohol concentration exceeds the legal limit;
  - 6.3.2 while any other person drives or tows the Vehicle with Your express or implied permission, and is, to Your knowledge, under the influence of intoxicating liquor or drugs or their blood alcohol concentration exceeds the legal limit.
- 6.4 You must maintain the insured Vehicle in an efficient and roadworthy condition in compliance with the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated thereunder, or any similar legislation that applies to the Territorial Limits.

#### **6.4 Drivers Licence**

You must give Us proof, in the format prescribed by the National Road Traffic Act or any replacement or similar applicable statute, that the driver of any insured Vehicle was in possession of a valid driver's licence, or alternatively by a driver who has a learners' drivers licence whilst complying with the laws relating to learners, at the time of the occurrence.

#### **6.5 Unavailable Parts**

If a part necessary for the repair of the insured Vehicle is not available in the Republic of South Africa as a standard (ready made) part, We will pay an amount equal to the value of that part at the time of the loss or damage. The amount includes the reasonable cost to transport the part (excluding air transport). The value of the part will be determined according to the price stated in the most recent catalogue or price list applicable to the insured Vehicle.

### **7. Reduction in Cover (if stated in the Certificate to apply to a particular insured Vehicle)**

#### **7.1 Third Party, Fire and Theft**

Where the cover granted as stated on the Certificate of this Section is for third party, fire or theft cover, then cover provided in terms of Insured Event 3.1 shall be limited to loss or damage to the insured Vehicle as a direct result of fire and theft only less the First Amount Payable. We do not pay for medical expenses or any other extensions to cover.

#### **7.2 Balance of Third Party**

Where the cover granted as stated on the Certificate of this Section is for the balance of third party cover, then only cover provided shall be in terms of Insured Event 3.8.

The Following are not covered:

- 7.2.1 loss of or damage to the Vehicle;
- 7.2.2 window glass damage;
- 7.2.3 protection and repair;
- 7.2.4 medical benefit;
- 7.2.5 any other extensions to cover, whether optional or not.

### **8. Optional Extensions of Cover**

#### **8.1 Credit Shortfall (if stated in the Certificate of this Section to apply)**

If any insured Vehicle is financed and is:

- 8.1.1 stolen and not recovered; or
- 8.1.2 damaged and uneconomical to repair;

We will pay:

- 8.1.3 the outstanding finance charges, excluding any residual amount recorded in the finance agreement, calculated to the month in which the claim is settled;

less:

- 8.1.3.1 any arrears or instalments or rentals including interest thereon;
- 8.1.3.2 all refund of premiums for cancellation of insurance cover relating to the insured Vehicle;
- 8.1.3.3 the First Amount Payable;
- 8.1.3.4 all other refunds or recoveries obtainable;
- 8.1.3.5 all amounts paid in advance of when due.

Provided that We will only pay up to the maximum value stated in the Certificate of this Section less the First Amount Payable.

**8.2 Car Hire Extension (if stated in the Certificate to this Section to apply)****8.2.1 Car Hire After Theft (Comprehensive Cover Only)**

If You claim for theft of the insured Vehicle We will pay for the hire of a Vehicle for You

provided that:

8.2.1.1 We arrange for the hire of the Vehicle;

8.2.1.2 the engine capacity of the hired Vehicle will not exceed 1600 cm<sup>3</sup>;

8.2.1.3 the hire is on an unlimited mileage basis but will exclude the cost of fuel and/or lubricants and/or maintenance;

8.2.1.4 the hire period shall:

8.2.1.4.1 start within twenty-one (21) days after the theft;

and

8.2.1.4.2 end on the day after possession by You of Your insured Vehicle following repairs caused by the theft have been effected or thirty (30) days after the start of the period of hire whichever comes first;

8.2.1.5 You have complied with all provisions of this Policy;

8.2.1.6 if You have a claim on the hired Vehicle You must pay the amount stated in the First Amount Payable Section towards the repairs.

**8.2.2 Car Hire After accident (Comprehensive Cover Only)**

If You claim for an accident causing damage to the insured Vehicle We will pay for the hire of a Vehicle

provided that:

8.2.2.1 We arrange for the hire of the Vehicle;

8.2.2.2 the engine capacity of the hired Vehicle will not exceed 1600 cm<sup>3</sup>;

8.2.2.3 the hire is on an unlimited mileage basis but will exclude the cost of fuel and/or lubricants and/or maintenance;

8.2.2.4 the period of hire to:

8.2.2.4.1 start within twenty-one (21) days after the date of the accident;

and

8.2.2.4.2 end on the day following possession by You of Your Vehicle after any repairs necessary due to the accident have been effected or after thirty (30) days of the period of hire or on the day on which You take delivery of a Vehicle which replaces the Vehicle which was insured whichever comes first;

8.2.2.5 if You have a claim for damage to the hired Vehicle You must pay the amount stated in the First Amount Payable Section towards the repairs.

**8.3 Territorial Limits outside the Republic of South Africa**

If the Territorial Limits of this Policy provide insurances whilst the insured Vehicle is outside of the Republic of South Africa the following shall apply, without exception:

8.3.1 if it is recommended that the driver of the insured Vehicle effects separate third party liability insurance, specific to the country concerned, then this Policy will not indemnify You for any legal liability that You may incur through the use or possession of the insured Vehicle whilst in the country concerned. An example of this is when the insured Vehicle is used in Mozambique;

8.3.2 if 8.3.1 applies We will consider providing You indemnity for amounts in excess of the specific third party liability insurance or for amounts not recoverable from the specific third party legal liability insurance. However whatever third party legal liability is involved We will only consider indemnifying You in terms of the laws applicable in the Republic of South Africa;

- 8.3.3 should the insured Vehicle be involved in any accident causing damage to the insured Vehicle You shall be responsible for all costs and expenses in transporting the insured Vehicle to the nearest repairer situated in the Republic of South Africa. We will not indemnify You for the costs of any repairs undertaken by a repairer situated outside the Republic of South Africa irrespective of the quality of the repairs undertaken;
- 8.3.4 whilst the insured Vehicle is outside the Republic of South Africa We will not indemnify You for loss or damage to any part of the insured Vehicle due to theft or attempted theft, other than the theft of the entire insured Vehicle;
- 8.3.5 We will not compensate you for any costs or expenses or loss of the insured Vehicle occasioned by the permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 8.3.6 all claims arising out of the insured Vehicle whilst or having been outside of the Republic of South Africa shall be considered in terms of insurance practice, and this Policy, in South Africa. We shall not be responsible for any loss or damage arising out of circumstances unique to the country concerned, such as ambush by persons pretending to be, or are, the lawfully constituted authority.



## PLANT INSURANCE

### Definitions

For the purpose of this Section

**"You/Your/Yours/Yourself"** means the Insured/Insured Persons(s) named in the Certificate, including any company or close corporation in whose name this Policy is issued.

**"Insured Plant"** means the items of plant described in the Certificate.

### Indemnity

We will indemnify you in respect of accidental physical loss or damage to the Insured Property described in the Certificate subject to the value stated in the Certificate.

### Insured Events

Any cause not herein excluded occurring within the Territorial Limits as stated.

### Sum Insured

You must ensure that the Sum Insured is equal to the cost of replacement at market value of the Insured Plant. The market value shall be defined as the value given by the official agent for the purchase of an equivalent item of plant in the same condition including freight, custom dues, VAT and erection costs.

### Average

If the Sum Insured is less than the amount required to be insured, We will pay only in such proportion as the sum insured bears to the amount required by the Insured. Every item if more than one shall be subject to this condition separately.

### Basis of Loss Settlement

(a) In cases where damage to an item of Insured Plant can be repaired, We will pay expenses necessarily incurred to restore the damaged Insured Plant to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by You, We will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced other than for tyres and batteries but the value of any salvage will be taken into account .

If the cost of repairs as detailed hereinabove equals or exceeds the market value of the Insured Plant immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

(b) In cases where an item of Insured Plant is destroyed We will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties, if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. We will also pay any normal charges for the dismantling of the Insured Plant destroyed, but the salvage will be taken into account when We pay You.

(c) In cases where the Sum Insured is stated in the schedule as being **AGREED VALUE** then the basis of settlement shall be as follows:

i.) in the event of partial damage where the Insured Plant can be repaired the basis of indemnity shall be the cost reasonably and necessarily incurred to restore the Insured Plant to the same or similar state of serviceability as existing immediately prior to the occurrence of the loss or damage. Any parts replaced or exchanged shall be used parts and where used parts are not available ,new parts on which indemnity shall be calculated in the same proportion as the Agreed Value of the relevant item of plant relates to the new replacement value thereof.

- ii.) in the event of total loss where the cost of partial damage repairs equal or exceeds the Agreed Value of the Insured Plant immediately prior to the occurrence of the loss or damage such Insured Plant shall be regarded as a total loss and the basis of settlement shall be calculated as the Agreed Value stated in the schedule as applying to the relevant item of Insured Plant.
- iii.) The Average Clause appearing above is deleted in respect of all items insured in terms of the basis of Agreed Value

Any extra charges incurred for overtime, night-work, work on public holidays, and express freight are covered by this insurance only if especially agreed in writing.

The cost of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy.

The costs of any provisional repairs will be borne by Us if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

We will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

We may at our option repair, reinstate, or replace any item lost or damaged or pay the amount of the loss or damage in money. The amount of liability shall not exceed in respect of each or any of the items specified in the Certificate the sums set opposite thereto respectively.

### **Sub-section 1 Hired-In Plant (if stated in the Certificate of Insurance**

#### **Part A – Material Damage**

Cover is extended to cover, up to a maximum value of the amount stated in the Limit Section per item, Your legal liability in terms of Your hiring agreement or otherwise to pay compensation for loss of or damage to the hired-in plant described in the Certificate whilst in Your custody or under your control.

#### **Part B – Continuing Hire Charges**

Cover is limited to Your liability under the terms of your hiring agreement or otherwise to pay continuing hire charges in consequence of loss of or damage to the hired-in plant described in the Certificate as covered under Part A

**Provided** that the period in respect of which payment is made hereunder in respect of any one occurrence shall be the period beginning the number of hours shown in the Certificate as "Time Exclusion" after the occurrence of the loss or damage and ending not later than the Indemnity Period shown in the Certificate.

#### **Limit of Liability**

The amount of indemnity payable:

- (i) under Part A Material Damage shall not exceed in respect of any one occurrence irrespective of the number or amount of claims thence arising the amount stated in the Limit Section
- (ii) under Part B Continuing Hire Charges shall not exceed during any one Period of Insurance the amount stated in the Limit Section

In addition We will where legal proceedings have been defended with Our written consent pay all legal charges for which You may be liable

#### **Memoranda to Sub-section 1**

1. The terms upon which this insurance is arranged assume that the Insured Plant will be hired under forms of contract no more onerous than the standard form of The Contactors Plant Hire Association
2. You shall give annual notification to Us of the hiring charges paid or payable by You for plant as described herein during the preceding year and furnish any other such particulars as We may require. The Total Hiring Fees on which the premium of this Section is based is as per the amount stated in the Certificate

3. The premium payable under this Policy shall be regarded as a deposit. If at the end of any Period of Insurance the ascertained premium calculated at the rate agreed between You and Us on the total hiring charges declared for such period exceeds or falls short of the deposit then You shall pay an additional premium or We shall refund the difference as the case may be. Subject to the minimum premium as agreed
4. It is understood that We will not pay for any loss, damage or liability that may arise whilst any hired-in plant is hired out to a third party.

### Liability to Third Parties

1. We will, subject to the amounts stated in the Limit Section, indemnify You against legal liability for the payment of damages, legal costs and other expenses incurred with Our consent in consequence of:
  - 1.1 death of or bodily injury to any person;
  - 1.2 damage to property;resulting from an accident caused by or in connection with an item of Insured Plant specified in the Certificate of Insurance.
2. We will similarly indemnify any person permitted to use the Insured Plant subject to the terms, exceptions and conditions of the Policy provided that such person is limited to the terms of this Policy as far as they can apply.

### Liability Exclusions

We will not be liable for:

1. death of or injury to:
  - 1.1 any person being a member of Your household;
  - 1.2 any person who is in Your employ, if such death or injury arises out of or in the course of such employment;
  - 1.3 any person being carried in or on any item of plant;
  - 1.4 any person unless such death or injury is as a result of an event occurring while such plant is in transit under its own power on a public road and such plant is licensed for use on a public road.
2. damage to property:
  - 2.1 belonging to You or any member of Your household or in Your possession or care and custody;
  - 2.2 being carried in or on or forming part of any item of plant.

### Exclusions General to this Section

We will **not** indemnify You irrespective of the original cause for:

1. the amount specified in the Certificate as the First Amount Payable
2. loss of or damage due to electrical or mechanical breakdown failure breakage or derangement freezing of coolant or other fluid defective lubrication or lack of oil or coolant but if as a consequence of such breakdown or derangement an accident occurs causing external damage such consequential damage shall be covered
3. wear and tear rust mildew corrosion or other gradual deterioration
4. loss of or damage due to defective design
5. the cost of maintenance
6. loss of or damage to tyres caused by application of brakes or punctures cuts or bursts
7. loss of plant by disappearance or by shortage where such loss is revealed only by the making of an inventory or periodic stocktaking or which results directly from the dishonesty of any Director, Partner or Employee of Your organization.
8. loss or damage to the Insured Property whilst underground or whilst on the apron or runway at any airport.
9. loss of or damage occurring whilst any Insured Plant is undergoing a test of any kind or is being used in any manner or for any purpose other than that for which it was designed
10. loss of or damage due to any faults or defects existing at the time of commencement of this Policy within your knowledge

11. loss or damage for which the supplier or manufacturer is responsible either by law or under contract
12. consequential loss or liability of any kind or description except as specifically provided for in this Policy
13. loss or damage to any crane involved with multiple or tandem lifts unless specifically agreed as confirmed by endorsement.
14. loss or damage arising out of non-compliance with any statutory requirements.
15. loss or damage to any railway locomotive or rolling stock aircraft or watercraft
16. theft or disappearance of any item of the Property Insured from an unattended motor vehicle unless such Property has  
  
been removed by forcible and violent means from a secured locked portion of the vehicle and in the event of the Property being left in an unattended vehicle overnight unless such vehicle is housed in locked premises or parked within suitably protected security area
17. loss, damage, injury or liability sustained or incurred outside the territorial limits of the Republic of South Africa , Lesotho, Botswana, Swaziland, Namibia, Zambia, Zimbabwe, or Mozambique or for loss or damage to the Insured Plant while in transit by water between such territories;
18. loss, damage, injury or liability sustained or incurred while the Insured Plant or any hired-in plant is being used:
  - 18.1 by any person unless fully qualified to drive such plant;
  - 18.2 by any person driving under the influence of alcohol or drugs where the level of alcohol in the blood exceeds the statutory limit then in force;
  - 18.3 otherwise than in accordance with the Description of Use as stated in the Certificate;
  - 18.4 in a condition that does not comply with the provisions and regulations of the Road Traffic Act 93 of 1996 of the Republic of South Africa or any similar legislation that applies to the Territorial Limits referred to in General Condition 21 of this Policy.
  - 18.5 loss or damage to the item of plant whilst being operated underground.
19. loss, damage, injury or liability in connection with plant that is on rails.

## HOUSEHOLD CONTENTS

### 1. Definitions

For this Section:

- 1.1 **"You/Your/Yours/Yourself"** *means* the Insured/Insured Person(s) named in the Certificate including any company, close corporation or partnership in whose name this Policy is issued and Your spouse and any member of Your immediate family normally residing with You and who is financially dependent upon You.
- 1.2 1.2.1 Where no home or professional business is undertaken  
**"Insured Property"** *means* household goods and personal possessions which are Your property or that of any member of Your family normally living with You which are inside the Dwelling(s) or Outbuilding(s) at the risk address stated on the Certificate of this Section.
- 1.2.2 Where a home industry or professional home business is undertaken  
**"Insured Property"** *means* household goods, personal possessions, including equipment and goods used in the course of Your home industry or professional home business up to a maximum of the amount stated in the Limit Section.
- 1.2.3 Where business is undertaken in office premises other than at the Dwelling  
**"Insured Property"** *means* the contents of the office premises including landlord's fixtures and fittings the property of the insured or for which they are responsible and, to the extent that the same is not otherwise insured, property owned by any partner or director or employee of the insured, up to a maximum of the amount stated in the Limit Section.
- This sub-section does not cover designs, patterns, models or moulds, motor vehicles, spares or accessories of any type, money, securities, stamps, jewellery or precious stones.
- 1.3 **"Dwelling"** *means* the private residence situated at the risk address stated on the Certificate of this Section.
- 1.4 **"Outbuilding"** *means* the domestic outbuildings, including but not limited to garages, domestic employees' quarters, storerooms, home office or consulting room and tenants' premises, irrespective if these outbuildings have inter-leading doors or are attached to the Dwelling, situated at the risk address stated on the Certificate of this Section.
- 1.5 **"Office"** *means* any office owned and/or occupied by You that is not situated at the same risk address as Your Dwelling.
- 1.6 **"Standard Construction"** *means* the Dwelling(s) and Outbuilding(s) are built with walls of brick, stone or concrete and are roofed with slate, tiles, concrete, asbestos or metal.

### 2. Cover Provided

#### 2.1 Indemnity to You

All loss or damage claims to the Insured Property will be settled at the replacement cost but subject always to the Sum Insured stated in the Certificate of this Section.

## 2.2 Insured Events

We cover the Insured Property against loss or damage caused by:

- 2.2.1 Fire, lightning, explosion and underground fire;
- 2.2.2 Earthquake (excluding loss of or damage caused by mining operations);
- 2.2.3 Storm, wind, hail, snow or flood  
but not related to any loss or damage:
  - 2.2.3.1 to property in the open unless it is designed to exist in the open;
  - 2.2.3.2 caused by any process involving the use or application of water unless by public authorities in extinguishing a fire;
  - 2.2.3.3 to property in any structure not completely roofed;
- 2.2.4 Bursting, leaking or overflowing of geysers, water tanks or pipes or fixed oil-fired heating equipment provided that this is sudden and unforeseen

but excluding loss or damage to the tanks, equipment or pipes themselves;

- 2.2.5 Break-in or theft provided that We will only compensate You if We can see physical damage caused by the break-in or theft;
- 2.2.6 Malicious damage during or following housebreaking;
- 2.2.7 Impact with the Dwelling(s) or Outbuilding(s) or Office(s) mentioned in this Section by a Vehicle, animal or falling tree (except whilst the tree is being felled);
- 2.2.8 Impact with the Dwelling(s) or Outbuilding(s) or Office(s) by aircraft and any other aerial devices or articles dropped there from.

## 2.3 Emergency Services Expenses

We agree to indemnify You for the actual costs and expenses charged to You by any emergency services concern who attended to any Insured Event for the purposes of preventing, or suppressing the effects of the Insured Event but only up to the amount stated in the Limit Section of this Policy.

## 2.4 Refrigerator and Deep-Freeze Contents

If foodstuffs kept in any refrigerator or deep-freeze unit in the Dwelling or Outbuilding deteriorates due to:

- 2.4.1 breakdown of or accidental damage to the motor unit;
- 2.4.2 failure of power supplied by public authorities not related to Your failure to pay Your electrical supply account,

We will compensate You for loss of foodstuffs up to the amount stated in the Limit Section per event.

## 2.5 Laundry and Garden Furniture

We agree to compensate You for loss arising out of the theft of laundry or garden furniture from Your risk address, limited to the amount stated in the Limit Section per event.

## 2.6 Accidental Breakage of Mirrors and Glass

We will compensate You for the accidental breakage of mirror glass and glass tops of furniture that are kept inside Your Dwelling or Outbuildings or Offices , up to the amount stated in the Limit Section per event.

## 2.7 Credit Cards/Debit Cards

We will indemnify You following the fraudulent or unauthorised use of any credit or debit card issued in Your name which is not otherwise insured, up to a maximum of the amount stated in the Limit Section any one event.

## 2.8 Guards

We will compensate You for the employment of guards necessary to protect Your Insured Property following the occurrence of an Insured Event, but not exceeding the amount stated in the Limit Section per event

**2.9 Loss of Rent**

We will compensate You for:

- 2.9.1 loss of rent; or
- 2.9.2 rent for which You are liable; or
- 2.9.3 the cost of other similar accommodation;

because the Dwelling is unfit to live in as a result of an Insured Event, limited in total to ten percent (10%) of this Section's Sum Insured during any twelve (12) month Period of Insurance.

We will not compensate you for any loss of rent that may arise from any Offices that You may own or occupy that are not situated at the risk address of Your Dwelling that becoming unfit to use as a result of an Insured Event.

**2.10 Keys/Locks/Remote Controls**

We agree to compensate You for the cost of remaking keys or replacing locks and remote controls following the accidental loss of the keys or remote controls up to the amount stated in the Limit Section of this Policy.

**2.11 Loss of or Damage to domestic Employee (s) Property contained in any Outbuilding**

We agree to compensate Your domestic employee (s) for the loss of or damage to their property by an Insured Event whilst contained in any Outbuilding(s) on Your property but limited to the same terms and conditions as this Section, up to the amount stated in the Limit Section per event provided that in respect of any theft or break-in We can see physical damage caused by the theft or break-in to the Outbuilding.

**2.12 Theft of Money (Forcible entry only)**

We will compensate You for the theft of money contained in the Dwelling up to the amount stated in the Limit Section per event provided that We can see physical damage caused by the theft or break-in to the Dwelling.

**2.13 Property of Guests**

Property of Guests is covered under the same terms and conditions as the rest of this Section, up to the amount stated in the Limit Section per event provided that We can see physical damage caused by the Insured Event. This extension does not apply to the property of guests that may be lost or damaged whilst contained in any Office not situated at the risk address of Your Dwelling.

**2.14 Hole-in-One (golf)**

If You, or any member of Your family, score a Hole-in-One whilst playing golf according to the rules of the game, We will compensate You up to the amount stated in the Limit Section per event on written confirmation by the Secretary of the relevant Golf Club.

**2.15 Full House (bowls)**

If You are part of a rink (team of four) which, playing as amateurs, scores a full house (that is, all eight bowls to count) in a game of bowls in any competition played in terms of the rules of the South African Bowling Association, at any recognised bowling club, We will compensate You up to the amount stated in the Limit Section per event on written confirmation by the secretary of the Bowling Club.

**2.16 Household Goods In Transit**

We will compensate You for the loss or damage, theft or attempted theft of household goods whilst in Your custody from any direct place of purchase, repair or renovation or whilst in direct transit to any place for repair or renovation following an accident to the conveying motor Vehicle or theft following forcible and violent entry onto the Vehicle limited to the amount stated in the Limit Section per event.

**2.17 Temporary Removal Of Property**

We will pay for the loss of or damage to Insured Property by an Insured Event, not otherwise insured, whilst the Insured Property is removed from the Dwelling but still within the Territorial Limits whilst:

- 2.17.1 in any private residence, hotel, inn, club, nursing home, hospital/clinic where You or any member of Your family may be temporarily residing at the time of the loss or damage;



- 2.17.2 the Insured Property is placed in the custody and control of any hotel, inn, boarding house, club, nursing home, hospital/clinic or school, bank, safe deposit or furniture depository.

Unless You advise us of the removal to a furniture depository within seven (7) days We will limit the cover to a maximum of twenty percent (20%) of the Sum Insured as stated in the Certificate.

- 2.17.3 the Insured Property is in the possession of students and school children who are temporarily resident in any educational premises limited to the amount stated in the Limit Section.

- 2.17.4 in respect of theft occasioned by visible forcible entry or exit whilst the Insured Property is:

- 2.17.4.1 in the locked boot or attached trailer to a maximum of the amount stated in the Limit Section

but this cover excludes tools;

- 2.17.4.2 in Your possession whilst You are en-route on holiday or return to Your risk address to a maximum of the amount stated in the Limit Section.

### 2.18 Domestic Telephone Instruments

If in the Dwelling any domestic telephone instrument (excluding cellular telephones) is accidentally damaged we will indemnify You up to the amount stated in the Limit Section per instrument any one claim.

### 2.19 Loss Of Water By Leakage

We will indemnify You for the costs of water lost through leakage from any underground pipes at the risk address where You are responsible to pay the charge for such water subject to the following;

- 2.19.1 in the event of the quarterly reading of water consumption exceeding the average of the last previous four quarterly readings by fifty percent (50%) or more We will indemnify You for the cost of such additional water consumed up to the amount stated in the Limit Section;
- 2.19.2 up to the amount stated in the Limit Section shall be payable for not more than two (2) separate incidents in any twelve (12) month Period of Insurance;
- 2.19.3 You shall, prior to Us providing You with any indemnity, upon discovery of a leak (by physical evidence of an abnormally high water supply account) take immediate steps to arrange the repair of the pipe(s) affected;
- 2.19.4 this Section does not cover the cost of remedial action including repairs to the pipe(s) affected;
- 2.19.5 We shall not be liable for claims:
- 2.19.5.1 as a result of leaking taps, geysers, toilet systems and swimming pools
- 2.19.5.2 whilst the property is unoccupied for a period in excess of sixty (60) consecutive days unless agreed by Us in writing;
- 2.19.5.3 where the water level of a swimming pool has to be topped up as a result of a leaking swimming pool inlet or outlet pipe.

## 3. Extensions application to this section only

This Section includes the following insurance:

### 3.1 Compensation for Your Death

- 3.1.1 In the event accidental, violent, external and visible bodily injury which shall solely and independently of any other cause result in Your death occurring within twelve (12) calendar months of the event and occurs at the risk address We shall pay the sum stated in the Limit Section.
- 3.1.2 In the event of death being caused by thieves or fire We will pay double the amount stated in the Limit Section.



#### 4. Exclusions

The following are not covered:

- 4.1 deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, manuscripts, documents of any kind, as well as prepaid phone cards or prepaid cellular vouchers;
- 4.2 loss of or damage to rare books, medals, stamps or coin collections;
- 4.3 motor Vehicles, motor cycles, scooters, three wheeled Vehicles, quad bikes, caravans or trailers including fitted accessories;
- 4.4 hang gliders, air or Water Craft and their equipment;
- 4.5 livestock or other animals;
- 4.6 theft from the Dwelling while lent, let or sub-let unless We can see physical damage caused by the theft;
- 4.7 more than ten percent (10%) of the Sum Insured of this Section for platinum, gold and/or silver articles, diamonds, precious stones, watches and other items of jewellery unless kept in a locked category 1 or equivalent security safe in which case the limit would be increased to thirty five percent (35%) of the Sum Insured of this Section;
- 4.8 more than ten percent (10%) of the Sum Insured of this Section for electronic equipment unless otherwise stated in the Certificate of this Section;
- 4.9 more than thirty percent (30%) of the Sum Insured of this Section for furs, photographic equipment, oriental carpets and rugs;
- 4.10 loss or damage from any Dwelling or Outbuilding or Office if the construction of the Dwelling or Outbuilding or Office is not of Standard Construction unless specified on the Certificate of this Section and You have paid any additional premium that We require, and have met any specific requirements in respect of such Dwellings or Outbuilding or Office as specified in the Warranty/Note/Endorsement part of the Certificate of this Section;
- 4.11 loss or damage from any Dwelling or Outbuilding or Office which has a thatch roof in part or in whole unless specified on the Certificate and You have paid the additional premium that We require, and have met the specific requirements in respect of thatched roof dwellings as specified in the warranty/note/endorsement Section of the Certificate;
- 4.12 property more specifically covered in this Policy or any other policy;
- 4.13 the permanent or temporary disposition of any Dwelling or Outbuilding or Office resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 4.14 consequential loss or damage of whatsoever nature;
- 4.15 any actual or purported exchange, cash or credit sale agreement including theft by false pretence and/or fraud committed against You;
- 4.16 mechanical or electrical breakdown or derangement, depreciation, wear and tear, corrosion, the action of light or sunlight, vermin, insects, mildew, damp, wet or dry rot or any other gradually operating causes;
- 4.17 scratching, biting, chewing, tearing or soiling by domestic pets;
- 4.18 loss or damage caused by or attributable to defective design, specification, construction or material or lack of maintenance;
- 4.19 art-work exceeding thirty per cent (30%) of of the Sum Insured unless otherwise stated in the Schedule.

#### 5. Special Conditions

##### 5.1 Property Unoccupied

If Your Dwelling is unoccupied for a period of more than sixty (60) consecutive days during any twelve (12) calendar months, cover against loss or damage by theft is automatically suspended, unless We agree to extend cover in writing and You have paid any additional premium that We require.

We do not regard the occupation of the domestic employees' quarters by Your domestic employees or of any Outbuildings occupied by tenants as occupation of the Dwelling for the purpose of this Special Condition.

## 5.2 Change of Risk Address

Should You move to a new permanent address We agree to continue this insurance providing You give Us written notice of the move within seven (7) calendar days otherwise Your cover under this Section will lapse.

## 5.3 Proof of Ownership

You must provide Us with reasonable written proof We require of the value and ownership of any item claimed for.

## 5.4 Pairs and Sets

Where Insured Property consists of a pair or set, We will not compensate You for more than the value of any particular portion which may be lost or damaged, nor for more than the proportionate part of the pair or set, without reference to any special value which such article(s) may have as part of such pair or set.

## 5.5 Jewellery Certificate

5.5.1 No article of jewellery, gold, silver, platinum, precious or semi-precious stones or watches shall be deemed to be valued at more than the amount stated in the Limit Section unless at inception of cover You provide Us with a valuation certificate, not older than five (5) years, from a registered Jeweller.

5.5.2 All watches and items of jewellery valued in excess of the amount stated in the Limit Section, shall be submitted by You to a competent registered Jeweller on a regular basis but at least every five (5) years, for the inspection of and, where necessary, the repair of, all clasps, links and claws forming part of the watch and jewellery.

5.5.3 No claim shall be considered by Us for any item of the jewellery or any watch, unless, at the time of the loss, You provide Us with a current certificate from a competent registered Jeweller, which was issued within five (5) years prior to the loss, attesting to the condition of all clasps, links and claws of the item/s of jewellery or watches forming part of Your claim.

## 5.6 Tenants

Should any tenant in the Dwelling and/or Outbuildings increase the risk without Your knowledge the insurance will not be invalidated.

## 5.7 First Amount Payable by You

You must pay the First Amount Payable stated in the First Amount Payable Annexure each time You claim under this Section.

## 5.8 Security Warranty

It is warranted that either 5.8.1 or 5.8.2 shall be complied with by You unless otherwise agreed to or endorsed by Us in writing:

5.8.1 We will not pay for a loss or damage by theft or break-in, or attempt thereof from the Dwelling and/or Outbuildings and/or Offices,

5.8.1.1 unless all opening windows including louvres are protected by burglar bars;

and

5.8.1.2 security gates are fitted and used on all exiting doors;

or

5.8.2 We will not pay for loss or damage caused by theft or break-in or any attempt thereof, from the Dwelling and/or Outbuildings and/or Offices occurring whilst the Dwelling or Offices are unoccupied unless the Dwelling and/or Outbuildings and/or Offices are protected by means of a radio linked burglar alarm:

5.8.2.1 which is monitored by a control room with twenty-four (24) hour armed response;

and

- 5.8.2.2 which is maintained and kept in full working order and is fully operational;  
and
  - 5.8.2.3 activated at all times when the Dwelling is unoccupied;
  - 5.8.2.4 the alarm may not be altered or removed by any person unless We agree to this in writing before the work is done;
  - 5.8.2.5 We do not regard the occupation of the domestic employees' quarters by Your domestic employees, or of any Outbuilding by tenants as occupation of the Dwelling for the purpose of this warranty;
  - 5.8.2.6 the generic code of the alarm must be changed to a unique and individual PIN code at the time that the alarm is installed;
  - 5.8.2.7 there will be no theft cover unless the key/code to the alarm is obtained by assault, violence or threat of violence to You or the key/code holder.
- 5.8.3 If We require security gates in front of all exiting doors or We have given a discount for having such gates, and the security gates are not locked when the Dwelling and Outbuildings are left unoccupied You will not have theft or break-in cover under this Section.
- 5.8.4 If We require an alarm system or We have given a discount for having an alarm system, and the alarm system is not in a working condition or is not set when the buildings are left unattended You will not have theft or break-in cover under this Section. The occupation of the domestic employees' quarters by Your domestic employees and the occupation of the Outbuildings by tenants will not constitute occupation of the Dwelling for the purpose of this security warranty.

## 6. Optional Extension of Cover

Optional cover if stated on the Certificate of this Section and the additional premium has been paid to Us

### 6.1 Accidental damage

Loss of, or damage to the Insured Property whilst inside Your Dwelling or on the risk address, excluding:

- 6.1.1 loss or damage
  - 6.1.1.1 which is payable under any other Section of this Policy;
  - 6.1.1.2 due to depreciation or gradual causes such as wear and tear, rust mildew, corrosion and decay;
  - 6.1.1.3 caused by moths or vermin or a cleaning, repairing or restoration process;
  - 6.1.1.4 of or to tools, gardening implements, garden furniture or automatic swimming pool apparatus;
  - 6.1.1.5 of or to portable computer equipment or cellular telephones;
- 6.1.2 damage to glass, glassware or other brittle articles due to cracking or scratching, unless caused by theft or attempted theft or fire. Jewellery, cameras or fixed glass or television sets are not excluded;
- 6.1.3 the cost of reproduction or repair of data;
- 6.1.4 accidental damage to television sets, video machines, decoders or video cameras unless "television sets, video machines, decoders, video cameras" are stated in the Certificate of this Section under "Accidental Damage";
- 6.1.5 accidental damage to computer equipment, which is not portable, unless "computer equipment" is stated in the Certificate of this Section under "Accidental Damage".

The maximum We will settle any claim in terms of this Extension shall not exceed the amount stated in the Certificate of this Section.

## HOUSE OWNERS

### 1. Definitions

For this Section:

- 1.1 **"You/Your/Yours/Yourself"** *means* the Insured/Insured Person(s) named in the Certificate, including any company or close corporation in whose name this Policy is issued.
- 1.2 **"Dwelling"** *refers to* the immovable structures and includes the private residence and its domestic outbuildings including all fixtures, fittings and improvements thereon such as:
- 1.2.1 water, sewerage, gas, electricity and telephone connections;
  - 1.2.2 paths and driveways constructed of brick, concrete, pavers, asphalt or stone (not gravel);
  - 1.2.3 walls, gates, electric fences and fences (excluding hedges);
  - 1.2.4 swimming pools (not portable pools), including fixed filtration plant, water pumping machinery (not automatic pool cleaners, nets and swimming pool covers);
  - 1.2.5 tennis courts;
  - 1.2.6 sauna and spa baths;
  - 1.2.7 aerials, antennae and satellite dishes;
  - 1.2.8 solar heating systems;
  - 1.2.9 gate motors and garage door motors;
  - 1.2.10 intercom systems.
- belonging to You and situated at the risk address on the Certificate of this Section.
- 1.3 **"Standard Construction"** *means* the buildings are built with walls of brick, stone or concrete and are roofed with slate, tiles, concrete, asbestos or metal.

### 2. Cover Provided

#### 2.1 Indemnity to You

We will decide whether We will settle a claim by repairing or replacing or paying cash, or a combination of the three, at current replacement cost but subject always to the limit of indemnity stated in this Policy;

- 2.1.1 If at the time of the loss or damage, the amount which is needed to replace Your property with similar new property is more than the amount for which it is insured, You will be considered to be Your own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

or

- 2.1.2 You may choose within 6 (six) months of the date of destruction or damage to reinstate the Dwelling on the same site as near as possible to its condition when new (or another site and in the way You want provided that this does not increase Our liability, provided:
- 2.1.2.1 The reinstatement must be started and finished in a reasonable time otherwise We will settle in terms of 1.1;
  - 2.1.2.2 We will not pay more than the cost which would have been payable in terms of 2.1 until the cost has first been incurred by You;
  - 2.1.2.3 If at the time of reinstatement the cost including the cost of demolition and professional fees which would have been incurred in reinstating the Dwelling had it been totally destroyed is more than the insured amount on the Dwelling at the time of destruction or damage You will be Your own insurer for the difference and will bear a proportional share of the reinstatement.

- 2.1.3 We will not be obliged to reinstate or repair the property until You have made arrangements to our satisfaction for payment of Your rateable proportion of the loss.

## 2.2 Insured Events

The Insured Events are:

- 2.2.1 fire, explosion, lightning and underground fire;
- 2.2.2 storm, wind, hail, snow or flood
- but excluding destruction or damage:
- 2.2.2.1 to gates, fences and retaining walls;
- 2.2.2.2 caused by movement of the land supporting the Dwelling even if such movement is caused by storm or flood. This does not apply to the removal of land supporting the Dwelling by flowing surface water;
- 2.2.2.3 as a result of any process necessarily involving the use or application of water, unless by the public authorities in extinguishing a fire;
- 2.2.2.4 caused by any subsidence or landslip whatsoever, unless otherwise stated on the Certificate of this Section and You have paid the relevant extra premium;
- 2.2.3 earthquake excluding any loss or damage arising directly or indirectly from any mining operations.
- 2.2.4 bursting or overflowing of water tanks, equipment or pipes,
- but excluding loss or damage to such pipes, tanks and water equipment.
- However, damage to geysers caused by bursting or rupturing is covered up to the amount stated in the Limit Section;
- 2.2.5 impact with any of the said Dwelling by an animal or Vehicle or articles falling from such Vehicle or falling trees (except whilst the tree is being felled);
- 2.2.6 impact by aircraft and other aerial devices or articles dropped there from;
- 2.2.7 break-in or any attempted thereat;
- 2.2.8 theft or attempted theft of the Dwelling fixtures and fittings in or on the buildings but not for theft while the Dwelling is lent, let or sub-let in whole or in part (other than to paying guests, boarders or lodgers up to three (3) in all), unless We can see physical damage caused by the break-in or theft;
- 2.2.9 malicious acts of persons during or following break-in;
- 2.2.10 escape of oil from a fixed oil heater or associated equipment;

We will not pay more than the Sum Insured stated on the Certificate of this Section in any twelve (12) month Period of Insurance, or the full replacement value of such building whichever is less.

## 2.3 Loss of Rent

We will compensate You for:

- 2.3.1 loss of rent; or
- 2.3.2 rent for which You are liable; or
- 2.3.3 the cost of other similar accommodation;

because the Dwelling is unfit to live in as a result of an Insured Event, but limited to ten percent (10%) of the Sum Insured stated in the Certificate of this Section during any twelve (12) month Period of Insurance.

- 2.3.4 If Your Dwelling is insured by this Section then indemnity is provided by Personal Liability Section, in so far as it applies to the liability of property owners.

## 2.4 Emergency Services Expenses

We agree to indemnify You for the actual costs and expenses charged to You by any emergency services concern who attended to any Insured Event for the purposes of preventing, or suppressing the effects of the Insured Event but only up to the amount stated in the Limit Section of this Policy.

## **2.5 Cost of Demolition and Professional Fees**

Provided that We agree in writing We will pay the additional actual costs charged for:

- 2.5.1 demolishing the Dwelling, removing debris of such Dwelling from the site and erecting hoardings required for building operations;
- 2.5.2 architects' fees, quantity surveyors' fees, consulting engineers' fees and local authorities' scrutiny fees;
- 2.5.3 complying with the requirements of any public authority;

in connection with the loss or destruction of or damage to the Dwelling by an Insured Event.

## **2.6 Water-pumping Machinery**

If fixed filtration plant or water-pumping machinery (not automatic pool cleaners) in domestic use is accidentally destroyed or damaged (not wear and tear) We will either pay for or may choose to repair or replace it up to the amount stated in the Limit Section per event.

## **2.7 Public Supply or Mains Connection**

If the water, sewerage, gas, electricity and telephone connections, of Your property or for which You are legally responsible, between the said Dwelling and the public supply or mains are accidentally damaged or destroyed, We may decide to either pay for or may choose to repair them.

## **2.8 Accidental Breakage of Glass and Sanitary ware**

In the event of accidental breakage in the Dwelling (except when it is unfurnished and unoccupied) of:

- 2.8.1 fixed glass;
- 2.8.2 fixed sanitary ware excluding chipping, scratching or disfiguration;

We may decide to either pay for or may choose to repair or replace it.

## **2.9 Alterations, Additions and Improvements**

We agree to an increase in the Sum Insured up to fifteen percent (15%) of the Sum Insured stated on the Certificate of this Section following alterations, additions and improvements to the Dwelling, provided You advise Us within thirty (30) calendar days of completion of such and pay the additional premium We may require based on such alterations, additions or improvements.

## **2.10 Guards**

We agree to compensate You for the employment of guards up to the amount stated in the Limit Section to protect Your Dwelling after the occurrence of an Insured Event.

## **2.11 First Amount Payable By You**

You must pay the First Amount Payable stated in the First Amount Payable Section each time You claim under this Section.

## **2.12 Electrical Gate Motors and Garage Door Motors**

If electrical gate motors and garage door motors in domestic use are accidentally destroyed or damaged (not wear and tear) We will pay for or may choose to repair or replace it up to the amount stated in the Limit Section per Insured Event.

## **2.13 Removal of Fallen Trees**

We shall pay for the removal of fallen trees following an Insured Event which is not attributable to or as a direct result of the rotting or perishing of any part of the fallen trees event to a maximum of the amount stated in the Limit Section per event. You will be responsible for the First Amount Payable as stated in the First Amount Payable Section.

### 2.14 Damage to the Garden

We will pay costs reasonably and necessarily incurred by You for the replacement of trees, shrubs and plants situated at the risk address of the Dwelling following damage due to fire, fire fighting operations, explosion, impact by Vehicles, impact by aircraft or other aerial devices dropped there from or the deliberate or wilful acts up to the amount stated in the Limit Section but excluding loss or damage caused by or arising from theft or any attempted theft.

## 3. Special Exclusions

The following are not covered:

- 3.1 consequential loss or damage of any kind whatsoever except as specifically provided for under Loss of Rent;
- 3.2 any claim arising out of any contractual liability unless legal liability would have existed in the absence of such contract or agreement;
- 3.3 loss, destruction or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising there from as a result of lack of maintenance of the Dwelling;
- 3.4 loss or damage to any Dwelling if the construction of the Dwelling is not of Standard Construction unless specified on the Certificate of this Section and You have paid any additional premium that We require, and have met any specific requirements in respect of such Dwellings as specified in the Warranty/Note/Endorsement part of the Certificate of this Section;
- 3.5 Loss or damage to any Dwelling or Outbuilding which has a thatched roof in part or in whole unless specified on the Certificate and the additional premium has been received by Us and You have met the specific requirements in respect of thatched roofs, as set out in the warranty/notes/endorsement Section of Your Certificate;
- 3.6 any loss of or damage to the Dwelling in the event that it is unoccupied for more than sixty (60) consecutive calendar days in any calendar year unless We agree otherwise in writing;
- 3.7 the permanent or temporary dispossession of the Dwelling resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 3.8 any actual or purported exchange, cash or credit sale agreement including theft by false pretence and/or fraud committed against You;
- 3.9 loss or damage by the scratching, biting, chewing, tearing or soiling by domestic pets;
- 3.10 roots or weeds to underground pipes, tennis courts, driveways, patios, steps or swimming pools;
- 3.11 loss or damage caused by or attributable to defective design, specification, construction or material;
- 3.12 loss or damage caused by lack of maintenance to the Dwelling.

## 4. Special Conditions

### 4.1 Tenants

This insurance will not be invalidated by any act or omission of a tenant of Yours without Your knowledge, provided You notify Us in writing as soon as such act or omission comes to Your knowledge.

### 4.2 Mortgagee

We agree to accept the interests of any mortgagee who has a financial interest in the Dwelling, provided that:

- 4.2.1 the interests of the mortgagee shall be before Your interests;
- 4.2.2 the interests of the mortgagee shall be limited to the balance on the home loan account effected by You with the mortgagee;
- 4.2.3 the interests of the mortgagee shall not be invalidated by any act or omission by You that the mortgagee was totally unaware of, but We have the rights to recover from You any settlement made to the mortgagee consequent upon You failing to comply with the terms and conditions of this Policy.

**5. Special Extension (if stated on the Certificate of this Section to be included and any additional premium we require has been received by Us)**

**5.1 Subsidence and landslip**

This Policy is extended to include loss or damage caused by Subsidence or Landslip

but excluding:

5.1.1 loss or damage to drains, watercourses, boundary walls, garden walls, dam or retaining walls, gates, posts, fences;

5.1.2 loss or damage caused or aggravated to:

5.1.2.1 faulty design or construction of or the removal or weakening of support to, or workmen making structural alterations, additions or repairs to, any building insured by this Section;

5.1.2.2 excavations on or under land other than excavations in the course of mining operations.

5.1.3 consequential loss of any kind whatsoever except Loss of Rent.

You shall bear the first portion of each and every claim up to an amount stated in the First Amount Payable Section.

If We allege that by reason of 5.1.1 or 5.1.2 above loss or damage is not covered the burden of proving the contrary shall rest on You.



## ALL RISKS

### 1. Definitions

For this Section:

- 1.1 **"You/Your/Yours/Yourself"** means the Insured/Insured Person(s) named in the Certificate including any company, close corporation or partnership in whose name this Policy is issued and any member of Your immediate family normally residing with You and who is financially dependent upon You.
- 1.2 **"Insured Property"** means:
- 1.2.1 General (unspecified property)
- 1.2.1.1 clothing;
- 1.2.1.2 personal effects normally worn or designed to be carried on or about the person;
- 1.2.1.3 personal equipment normally worn or used by the person whilst participating in sport.
- 1.2.2 Specified property as more specifically described in the All Risks Section on the Certificate of this Section.

### 2. Insured Events

#### 2.1 Indemnity to You

We will indemnify You for loss or damage to the Insured Property by any cause not excluded occurring anywhere in the world provided that any temporary visits outside the territorial area of the Republic of South Africa is for a period not exceeding six (6) calendar months per any twelve (12) calendar month Period of Insurance after which You will not be covered for any events occurring outside the Republic of South Africa.

#### 2.2 Safe Deposit

If cover indicated against any item on the Specified All Risks Section is noted as "Bank", insurance for this item is only valid while it is contained in a safe deposit at a bank.

### 3. Special Exclusions

The following are not covered:

- 3.1 In respect of Insured Property 1.2.1:
- 3.1.1 The First Amount Payable of any claim as stated in the First Amount Payable Section or on the Certificate of this Section whichever is the greater;
- 3.1.2 more than twenty percent (20%) of the Sum Insured up to a maximum of the amount stated in the Limit Section;
- 3.1.3 Vehicle sound equipment, cassette tapes, handheld telecommunication devices; laptop and mini computers, cycling equipment, golfing equipment, contact lenses, eyewear, portable audio equipment, cellular phones, CD's, DVD's and accessories to any of the excluded items, stamps and coin collections, contents of caravans, camping equipment
- 3.1.4 leather jackets, spectacles, sunglasses, contact lenses, stamps, coin collections, contents of caravans, camping equipment and golf clubs;
- 3.1.5 property more specifically insured under any other Section of this Policy or in terms of any other insurance policy;

- 3.2 In respect of Insured Property 1.2.1 and 1.2.2
- 3.2.1 hang gliders, air and watercraft and their equipment and accessories;
  - 3.2.2 electrical or mechanical breakdown not accompanied by any other insured damage;
  - 3.2.3 deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, manuscripts, documents of any kind;
  - 3.2.4 money, credit/debit cards and phone cards;
  - 3.2.5 washing stolen from the washing line;
  - 3.2.6 pedal cycles unless such pedal cycles are in a locked garage or securely locked and bolted;
  - 3.2.7 the cost of reproducing sound, data and images on tapes, records, film or magnetic media;
  - 3.2.8 loss or damage caused:
    - 3.2.8.1 by termites, insects, vermin, moths, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light;
    - 3.2.8.2 during any process of cleaning, dyeing or renovating;
    - 3.2.8.3 by confiscation, detention, delay or destruction arising from any process of law;
  - 3.2.9 loss or damage caused by the bursting, rusting, corrosion or derangement of any firearm;
  - 3.2.10 cameras and photographic equipment used for professional purposes or for reward;
  - 3.2.11 damage to sporting equipment occurring during the course of use;
  - 3.2.12 chipping, scratching, denting and breakage of china or similar articles of a fragile nature;
  - 3.2.13 personal property exceeding the amount stated in the Limit Section stolen from:
    - 3.2.13.1 any unattended Vehicle;
    - 3.2.13.2 any Vehicle stolen in its entirety.

In respect of 3.2.13.1 and 3.2.13.2 above personal property must be concealed in the securely locked boot or securely locked compartment of the Vehicle or behind the seat in a Light Delivery Vehicle. The contents of the securely locked compartment must not be able to be seen by anyone outside of the Vehicle.

We must be able to see the physical damage to the vehicle caused by the theft or break-in.
  - 3.2.14 motor Vehicles of any type including motorcycles, scooters, three-wheeled Vehicles, quad bikes, trailers, caravans and quad bikes including their fitted accessories.
  - 3.2.15 consequential loss or damage of whatsoever nature;
  - 3.2.16 loss or damage caused by or attributable to defective design, specification, construction or material;
  - 3.2.17 loss or damage caused by lack of maintenance.

#### 4. Special Conditions

##### 4.1 Evidence of Value

A professional valuation prior to any loss or damage occurring must be produced in support of items exceeding the amount stated in the Limit Section.

##### 4.2 Pairs and Sets

Where an article consists of a pair or set, We will not be liable for more than the value of any particular portion which may be lost or damaged, nor for more than the proportionate part of the pair or set, without reference to any special value which such article(s) may have as part of such pair or set.

NB. An item shall include a set of two or more component parts, which together comprise a whole e.g. a suit of clothes.

**4.3 Jewellery Certificate**

- 4.3.1 No article of jewellery, gold, silver, platinum, precious or semi-precious stones or watches shall be deemed to be valued at more than the amount stated in the Limit Section unless at inception of cover You provide Us with a valuation certificate, not older than two (5) years, from a registered Jeweller.
- 4.3.2 All watches and items of jewellery valued in excess of the amount stated in the Limit Section, shall be submitted by You to a competent registered Jeweller on a regular basis but at least every five (5) years, for the inspection of and, where necessary, the repair of, all clasps, links and claws forming part of the watch and jewellery.
- 4.3.3 No claim shall be considered by Us for any item of the jewellery or any watch, unless, at the time of the loss, You provide Us with a current certificate from a competent registered Jeweller, which was issued within five (5) years prior to the loss, attesting to the condition of all clasps, links and claws of the item/s of jewellery or watches forming part of Your claim.

**4.4 Jewellery**

Jewellery must be kept in a securely mounted wall or floor locked safe whilst not in use. If the jewellery is not kept in a securely mounted wall or floor locked safe, loss or damage to jewellery due to burglary or theft is limited to ten percent (10%) of the Sum Insured of the item concerned.

## WATER CRAFT

### 1. Definitions

For this Section:

- 1.1 **"You/Your/Yours/Yourself"** means the Insured/Insured Person(s) named in the Certificate including any company, clos<sup>e</sup> corporation or partnership in whose name this Policy is issued and Your spouse and any member of Your immediate family normally residing with You and who is financially dependent upon You.
- 1.2 **"Water Craft"** means the pleasure craft described in the Certificate comprising:
- 1.2.1 the hull;
  - 1.2.2 motor(s);
- and
- 1.2.3 all other fittings and/or accessories which are normally sold with the Water Craft, including the trailer;
- but excluding:
- 1.2.4 crew's clothing provided by the owner, sextants, nautical books, oilskins, sea boats and yachting clothing and any other additional or special equipment unless described in the Certificate.
  - 1.2.5 Jet skis.

### 2. Insured Events

#### 2.1 Loss or damage to the Water Craft

We will compensate You up to the Sum Insured should the Water Craft suffer accidental loss or damage.

2.1.1 We will not compensate You:

- 2.1.1.1 whenever the Water Craft is anywhere outside the Territorial Limits or in Ocean waters more than 40 nautical miles from the shore line of the Territorial Limits;
- 2.1.1.2 for loss or damage as a result of:
  - 2.1.1.2.1 wear or tear;
  - 2.1.1.2.2 depreciation of any kind and deterioration due to lack of use;
  - 2.1.1.2.3 defective part(s);
  - 2.1.1.2.4 latent defects;
  - 2.1.1.2.5 fault or error in design or construction;
  - 2.1.1.2.6 defects in repairs or alterations;
  - 2.1.1.2.7 lack of maintenance;
- 2.1.1.3 loss or damage to moorings, nets and fishing gear;
- 2.1.1.4 loss or damage to sails and protective covers split by the wind or blown away whilst set;
- 2.1.1.5 loss or damage to masts, spars, sails standing or running rigging whilst the Water Craft is engaged in any race
- 2.1.1.6 loss or damage to motors as a result of the motor(s) dropping off the Water Craft unless the motor(s) are bolted or chained to a permanent fixture in the hull;
- 2.1.1.7 loss or damage to the rudder, slag, propeller, strut, shaft, motor, electrical machinery or batteries and their connections unless caused by the Water Craft being stranded, sunk, swamped, overturned, capsized, burnt, on fire or in a collision with anything other than water;

- 2.1.1.8 loss or damage to the Water Craft by thieves, or persons attempting theft, unless the Water Craft is housed in a locked-up structure and entry into this locked-up structure was accompanied by physical break-in;
- 2.1.1.9 mechanical or electrical breakdowns of machinery, engines, motors, batteries or their connections unless consequent upon the Water Craft being stranded, sunk, burnt, on fire, in a collision or in contact with any external substance other than water.
- 2.1.1.10 the permanent or temporary disposition of the Water Craft resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

**2.2 We will compensate You for:**

2.2.1 Emergency and Salvage Expenses

all charges and expenses reasonably and necessarily incurred by You in minimising or averting any loss or damage up to the amount stated in the Limit Section.

2.2.2 Transits

any loss or damage following transit by land, including the loading and unloading

but excluding

2.2.2.1 any scratching or denting

2.2.2.2 whilst the Water Craft is:

2.2.2.2.1 being conveyed by a person who has no valid driver's licence unless the person concerned is charged with theft or illegal use of the Vehicle used for conveying;

2.2.2.2.2 under the control of any person who is under the influence of intoxicating liquor or drugs.

**2.3 Liability to third parties**

We will indemnify You against Your legal liability to a third party for the payment of damages, legal costs and other expenses incurred with Our consent for:

2.3.1 death of or bodily injury to any person

2.3.2 damage to property as a result of an accident caused by or in connection with the Water Craft, or its trailer, but not exceeding the Limit of Liability stated in the Limit Section.

We will also compensate any person You have allowed to use the Water Craft subject to the terms, exclusions, exceptions and conditions of this Policy

provided that such person:

2.3.3 has never been refused Water Craft, or the like, insurance or any continuance thereof;

2.3.4 is not entitled to compensation under any other policy;

2.3.5 complies with the terms of this Policy as far as they can apply;

2.3.6 We will not indemnify You for:

2.3.6.1 death of or bodily injury or illness sustained by You or any person who is a member of Your family normally residing with You;

2.3.6.2 death of or bodily injury or injury sustained by any person who is employed by You arising and in the course of such employment;

2.3.6.3 loss of or damage to property owned by or under Your control or anyone normally residing with You;

2.3.7 loss of or damage to property owned by any employee of Yours;

2.3.8 loss of or damage to property contained in the Watercraft;

2.3.9 any liability arising whilst the Water Craft is being transported by any motor Vehicle, whether on a trailer or not.

### 3. Extensions of Cover

#### 3.1 Persons Navigating

Liability to third parties extends to indemnify any person (other than any person employed by a ship yard, slipway, yacht club, sales agency or similar organisation) navigating or in charge of the Water Craft with Your permission

provided that such person

- 3.1.1 is not entitled to compensation under any other policy;
- 3.1.2 complies with the terms of this Policy as far as they can apply.

#### 3.2 Costs and Expenses

Liability to third parties extends to indemnify You, with Our prior written permission, for all costs and expenses incurred by You or the person navigating or in charge of the Water Craft in connection with any representation at any inquest or fatal inquiry and all the legal costs and expenses in settling or defending any claim.

#### 3.3 Medical Expenses

If You or Your passengers or crew, shall:

- 3.3.1 as a direct result of an accident or misfortune to the insured Water Craft;
- 3.3.2 whilst in or on or about, embarking onto or disembarking from the insured Water Craft  
sustain accidental bodily injury, We will compensate You for the medical, surgical, dental, nursing home or hospital expenses incurred up to the amount stated in the Limit Section any one occurrence.

#### 3.4 Liability of Water Skiers

Liability to third parties extends to indemnify any person water skiing, aquaplaning, kiting, parasailing or the like whilst being towed or preparing to be towed by the Water Craft with Your consent or until safely back on board the Water Craft with Your consent, against any sums by way of damages which such water skier shall be liable to pay to any person up to the amount stated in the Limit Section any one occurrence.

#### 3.5 Tow and Assist

This Section extends the Insured Events to include indemnity arising out of Your assisting any other water craft, or persons on board, that is or has been in danger of loss or damage and has indicated that assistance is required whether by means of towing the other water craft or assisting/rescuing the persons on board but not exceeding the amount stated in the Limit Section any one occurrence. Notification of the event must be made to the authorities and a report must be made available to Us before any amount, up to the amount stated in the Limit Section, is made to You.

### 4. Special Conditions

- 4.1 We will be entitled to decide the port to which a damaged Water Craft shall proceed for docking or repairing and We will also have a right to veto the place or repair or repairing firm proposed.  
Whenever the extent of damage is ascertainable we may take or may require to be taken tenders for the repair of such damage.
- 4.2 In no case will We be liable for un-repaired damage in addition to subsequent total loss sustained during the Period of Insurance.
- 4.3 In ascertaining whether the Water Craft is a constructive total loss the amount stated in the Certificate shall be taken as the repaired value and nothing in respect of the damage or break-up value of the Water Craft shall be taken into account.
- 4.4 In the event of immersion of the motor(s) in water it is Your duty to ensure that such motor(s) are immediately flushed out and restored if practicable.

- 4.5 It is a condition of this Section that:
- 4.5.1 when the Water Craft is under way You or other competent person(s) shall be on board;
  - 4.5.2 the Water Craft is only conveyed on a properly constructed and designed trailer or in or on a suitable modified vehicle whilst in transit;
  - 4.5.3 while the Water Craft and/or the motor(s) are left unattended for a continuous period in excess of twelve (12) hours no liability shall attach to Us unless the Water Craft and/or the motor(s) are located at a marina or a recognised place or mooring, within the confines of Your private Dwelling, at any boat yard or place of repair or any recognised place of storage;
  - 4.5.4 Water Craft fitted with inboard machinery shall carry a fire extinguisher or extinguishers properly installed and maintained in efficient working order.
- 4.6 In the event of loss of or damage to masts, spars, protective covers, sails, standing or running rigging and motors, We may at Our discretion deduct up to one third (1/3) in respect of new material replacing old.
- 4.7 No insurance is provided by this Section whilst the Water Craft is in the custody and control of anyone under the age of sixteen (16) years.
- 4.8 We will do everything possible to arrange the repair or replacement of the Water Craft following loss or damage but cannot be held liable or responsible to reinstate the Water Craft in exactly the same condition as when new.
- 4.9 If the Water Craft is the subject of any credit finance arrangement We will first settle the claim to the credit finance organisation and if there be any balance, after applying the First Amount Payable, this shall be settle to You.
- 4.10 This insurance shall not respond to any claim arising out of the user of the Water Craft being under the influence of intoxicating liquor or drugs.
- 4.11 We will not indemnify You for any loss, damage or liability:
- 4.11.1 whilst the Water Craft is chartered or hired-out or carrying fare paying passengers;
  - 4.11.2 whilst the Water Craft is being used for any purpose other than private and pleasure;
  - 4.11.3 whilst the Water Craft is being towed on water except when in need of assistance or for customary towage in connection with laying up, fitting out or repairs;
  - 4.11.4 whilst the Water Craft is towing or salvaging another vessel other than one in distress;
  - 4.11.5 whilst participating in any racing or speed tests, trials, or practicing for such or used for any demonstration purposes;
  - 4.11.6 whilst the Water Craft is moored or anchored and unattended off an exposed beach or shore and it becomes stranded, sunk, swamped or breaks adrift;
  - 4.11.7 whilst the Water Craft is single handed navigating in Ocean waters.

### Exclusions for Water Craft Section

Otherwise subject the to General Exclusion applicable to the entire policy.

The following are not covered:

1. Loss of or damage directly or indirectly caused by or through or contributed to by wear and tear, depreciation from use or occasioned by moth, rodents or vermin, rust, un-seaworthiness and consequential loss from any cause whatsoever.

Loss of or damage to or the costs of repairing:

Mechanical or electrical breakdowns, failures or breakages;

- 1.2 Motors and electrical machinery and batteries and their connections (**excluding** the shaft and propeller) including metalling or repairs thereto **unless caused by:**

- 1.2.1 Your Water Craft being stranded, sunk, burnt, on fire, in collision or in contact with any external substances (including ice but excluding water);

- 1.2.2 Theft of Your entire Water Craft or theft accompanied by actual forcible, visible and violent breaking into or out of Your Water Craft or place of storage or theft of the outboard motor/s securely locked to Your Water Craft by an anti-theft device in addition to its normal method or attachment or by fire in a place of storage ashore or whilst Your property is being removed from or placed in Your Water Craft;
- 1.2.3 Explosion, earthquake, impact by aircraft and other aerial devices or articles dropped there from or any contingencies insured;
- 1.2.4 Loss of or damage to sails and protective covers slit by the wind or blown away whilst set, **unless**:
  - 1.2.4.1 Caused by Your Water Craft being stranded, sunk, burnt, on fire or in collision or in contact with any external substance (including ice but excluding water);
  - 1.2.4.2 In consequence of damage to the spars to which the sails are bent;
2. Damage resulting from scratching or bruising and/or denting and the cost of consequent repainting or revarnishing arising during transit or during loading or unloading;
3. Any loss or expenditure incurred solely in remedying a fault in design or in the event of damage resulting from faulty design and giving rise to a claim under the conditions of this insurance, for any additional expenditure incurred by reason of betterment or alternation in design, or for the cost and expense of replacing or repairing any part condemned solely in consequence of a latent fault or error in design or construction;
4. Any boat not permanently marked with the name of Your Water Craft (parent Water Craft);
5. The Excess of any claim as stated on the Excesses Annexure or on the Certificate, whichever is more;
6. Loss of or damage to the insured vessel whilst the vessel is used by You or any other person where the alcohol concentration of such person exceeds the legal limit applicable to driving a Vehicle as envisaged by Section 65 of the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated there under or where the person is under the influence of intoxicating liquor or drugs with a narcotic effect;
7. Loss of or damage to the insured Water Craft whilst the Water Craft is being navigated by any person who is not legally entitled to do so or any person under the age of sixteen (16);
8. Loss of or damage to the insured Water Craft used in professional Racing unless the policy is specifically endorsed to the contrary;
9. Loss of or damage whilst the Water craft is being used for single handed navigation in ocean waters;
10. Loss of or damage to the Water Craft whilst being towed or whilst towing other Water crafts unless under tow and assist legislation;
11. Any liability accruing to the use of a jet ski;
12. Seepage pollution or contamination
  - 12.1 Liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this exclusion shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence
  - 12.2 The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.
13. Death of or bodily injury to or illness of:
  - 13.1 Any person being a member of the same household as You or any person being a member of Your family;
  - 13.2 Workmen or any person employed by You in any capacity whatsoever arising out of and in the course of such employment.
  - 13.3 Any advice or treatment, other than First Aid treatment, given or administered by You or by any person acting on Your behalf;
  - 13.4 Claims for compensation for fare paying passengers;
14. Loss of or damage to property
  - 14.1 Belonging to You or leased, hired, lent to You or in Your charge, custody, control or held in trust by You or on Your behalf, conveyed or about to be conveyed in or on the Water Craft except for property belonging to passengers and water-skiers;



- 14.2 Liability assumed by You by agreement unless such liability would have attached to You notwithstanding such agreement;
- 14.3 Any liability arising from accidents whilst Your Water Craft is in transit by road or attached to a motor Vehicle or has broken away or become accidentally detached from a motor Vehicle including any liability which is the subject of indemnity under any form of motor Vehicle insurance (whether such insurance falls within the scope of any compulsory Motor Vehicle Insurance legislation applicable to the Territorial Limits notwithstanding that no such insurance is in force or has been effected).

## COMPUTER EQUIPMENT

### 1. Definitions

For this Section:

- 1.1 **"You/Your/Yours/Yourself"** *means* the Insured/Insured Person(s) named in the Certificate including any company or close corporation in whose name this Policy is issued and any member of Your family living with You and who is financially dependant upon You.
- 1.2 **"Insured Property"** *means* Your computer, including its keyboard, monitor and peripherals used in a personal capacity for private and not business purposes.

### 2. Insured Events

#### 2.1 We Cover You for:

##### 2.1.1 Material Damage:

the insurance for physical loss of or damage to the Insured Property described on the Certificate of this Section from any cause not excluded,

but excluding:

- 2.1.1.1 loss or damage provided for under any maintenance or lease agreement;
- 2.1.1.2 loss or damage caused by wear and tear or gradually operating causes, development of poor contacts or scratching of paint or polished surfaces;
- 2.1.1.3 parts having a short life such as (but not limited to) X-ray tubes, bulbs, valves, fuses or contacts. If such parts are damaged as a result of an accident as provided for by this Policy to other parts of the Insured Property, We will compensate You for the residual value of such parts;
- 2.1.1.4 loss of use of the Insured Property or other consequential loss, damage or liability of any nature whatsoever other than losses specifically provided herein;
- 2.1.1.5 any loss resulting from theft from any Vehicle while the Vehicle is left unattended, except theft from the locked luggage compartment as a result of forcible and violent opening of such Vehicle;
- 2.1.1.6 any loss resulting from theft from any building in which You are employed unless We can see the physical damage caused by the theft.

##### 2.1.2 Reconstitution of data

We will indemnify You for all costs and expenses necessarily and reasonably incurred in the recompilation of data and or programmes recorded on data carrying media which is lost as a result of accidental erasure

provided that such costs and expenses are:

- 2.1.2.1 not caused by programme errors, viruses, incorrect entry or the inadvertent cancellation or corruption of data;
- 2.1.2.2 subject to a limit as stated in the Limit Section per occurrence or series of occurrences arising out of each event insured by 2.1.2.

##### 2.1.3 The basis of indemnification is:

- 2.1.3.1 if the Insured Property is damaged and can be repaired, the cost of restoration to working order which will be based on the customary daily rate of wages including tax and customs duties;

- 2.1.3.2 in the event of the Insured Property or part thereof being totally lost or destroyed, We will pay the current new replacement cost including tax and custom duties, provided always that if:
- 2.1.3.2.1 You are unwilling or unable to replace or reinstate the Insured Property lost or damaged with property identical in every respect or if You fail to replace or reinstate it within six (6) calendar months of the date of the loss or damage or such further time as We may allow in writing, the basis of indemnity will be the market value of the Insured Property immediately before the loss or damage;
  - 2.1.3.2.2 We shall not indemnify You for more than the Sum Insured stated on the Certificate of this Section
  - 2.1.3.2.3 You are responsible for the First Amount Payable as stated in the First Amount Payable Section.

### 3. Special Conditions

#### 3.1 Security Warranty

It is warranted that either 3.1.1 or 3.1.2 shall be complied with by You unless otherwise agreed to or endorsed by Us in writing:

- 3.1.1 We will not pay for a loss or damage by theft or break-in, or attempt thereat from the Dwelling and/or Outbuildings,
  - 3.1.1.1 unless all opening windows including louvres are protected by burglar bars;  
and
  - 3.1.1.2 security gates are fitted and used on all exiting doors;  
or
- 3.1.2 We will not pay for loss or damage caused by theft or break-in or any attempt thereat, from the Dwelling and/or Outbuildings occurring whilst the Dwelling is unoccupied unless the Dwelling and/or Outbuildings are protected by means of a radio linked burglar alarm:
  - 3.1.2.1 which is monitored by a control room with twenty-four (24) hour armed response;  
and
  - 3.1.2.2 which is maintained and kept in full working order and is fully operational;  
and
  - 3.1.2.3 activated at all times when the Dwelling is unoccupied;
  - 3.1.2.4 the alarm may not be altered or removed by any person unless We agree to this in writing before the work is done;
  - 3.1.2.5 We do not regard the occupation of the domestic employees' quarters by Your domestic employees, or of any Outbuilding by tenants as occupation of the Dwelling for the purpose of this warranty;
  - 3.1.2.6 the generic code of the alarm must be changed to a unique and individual PIN code at the time that the alarm is installed;
  - 3.1.2.7 there will be no theft cover unless the key/code to the alarm is obtained by assault, violence or threat of violence to You or the key/code holder.
- 3.1.3 If We require security gates in front of all exiting doors or We have given a discount for having such gates, and the security gates are not locked when the Dwelling and Outbuildings are left unoccupied You will not have theft or break-in cover under this Section.

- 3.1.4 If We require an alarm system or We have given a discount for having an alarm system, and the alarm system is not in a working condition or is not set when the buildings are left unattended You will not have theft or break-in cover under this Section. The occupation of the domestic employees' quarters by Your domestic employees and the occupation of the Outbuildings by tenants will not constitute occupation of the Dwelling for the purpose of this security warranty.

## LIABILITY

(If cover is indicated on the Certificate and We have received the premium)

### 1. Definition

For this Section:

**"You/Your/Yours/Yourself"** *means* the Insured Person(s) named in the Certificate, including any company or close corporation in whose name this Policy is issued and Your spouse and any member of Your immediate family normally residing with You and who is financially dependent upon You.

### 2. Insured Events

#### 2.1 Indemnity to You

If You become legally liable to pay compensation for accidental death, bodily injury or illness or accidental loss or damage to property occurring during the Period of Insurance, from an event anywhere in the world including loss or damage which occurred in the course of or in connection with Your home industry or professional home office business as stated in the Certificate and Your Business if stated to be insured and defined in the Certificate; **but excluding** any judgement, award, payment or settlement made within a country which operates under the laws of the United States of America or Canada or is subject to any order which is made anywhere in the world to enforce such judgement, award payment or settlement or part thereof and also excluding any punitive damages, during the Period of Insurance;

To the extent that:

2.1.1 Such liability is not indemnifiable in terms of another Insurance Policy;

We will:

2.1.2 Compensate You up to Limit of Indemnity stated on the Certificate but not exceeding up to the amount stated in the Limit Section per accident or series of accidents arising out of one event including all legal costs and expenses;

2.1.2.1 Recoverable by or on behalf of any claimant from You; and/or

2.1.2.2 Incurred with Our written consent which consent shall not be unreasonably withheld.

#### 2.2 but excluding

2.2.1 any judgement, award, payment or settlement made within a country which operates under the laws of the United States of America or Canada or is subject to any order which is made anywhere in the world to enforce such judgement, award payment or settlement or part thereof unless such would be enforceable in terms of a competent Court in the Republic of South Africa.

2.2.2 any punitive damages;

2.2.3 any fines, penalties or exemplary damages;

2.2.4 death or bodily injury to You or a member of Your family or any employee arising out of their employment duties;

2.2.5 loss of or damage to property belonging to You of Your family or Your employee or property in Your custody or control;

2.2.6 liability directly or indirectly related to Your business or profession unless the Business Liability extension (Clause 3.3 below) is stated in the Certificate to be included in Your cover;

2.2.7 liability arising out of Your ownership of land or buildings other than those insured on this policy;

- 2.2.8 liability arising out of the ownership, possession or use of any Vehicle, motor cycle, three wheeled Vehicles and quad bikes, jet ski, Water Craft or Aircraft other than model aircraft, surfboard or paddle ski;
- 2.2.9 liability accepted by agreement which would not have attached in the absence of the agreement;
- 2.2.10 liability arising out of the letting or hiring out of any movable or immovable property or part thereof for a fee, reward or any other consideration;
- 2.2.11 loss or damage arising out of the reckless disregard by You of the possible consequences of Your acts or omissions;
- 2.2.12 loss or damage to property to the extent that such liability is indemnifiable under any other insurance policy;
- 2.2.13 liability arising out of any of Your dishonest, fraudulent or malicious act or acts of physical assault or seduction committed by You;
- 2.2.14 for any debt;
- 2.2.15 for failure to pay maintenance or alimony or any amounts following a breach of promise;
- 2.2.16 arising out of the purchase, sale, barter or exchange of any property movable or immovable or Your failure to comply with any obligations in relation thereto;
- 2.2.17 liability arising out of seepage, pollution or contamination of any kind or type;
- 2.2.18 the cost of cleaning up, removing, nullifying or reinstating property lost or damaged by seepage, pollution or contamination;
- 2.2.19 Loss or damage arising out of a claim:
  - 2.2.19.1 One insured to another,
  - 2.2.19.2 To any former insured in respect of any occurrence during the period when such former insured was an insured.

### 2.3 Limit of Indemnity

We shall not be liable to indemnify You for any claim, including all costs and expenses incurred with Our written consent, for more than the amount stated in the Limit Section per accident or series of accidents arising out of one event.

## 3. Extensions (all the terms and conditions of this Section shall apply to the following Extensions unless otherwise stated)

### 3.1 Tenants Liability

If You become legally liable as a tenant and not as a owner for:

- 3.1.1 accidental damage to the building of a Dwelling and its Outbuildings (including fixtures and fittings) caused by an Insured Event specified under the Household Contents Section;
- 3.1.2 accidental damage to fixed sanitary ware or fixed glass;
- 3.1.3 accidental damage to water, gas, sewerage, electricity or telephone connections to the Dwelling or outbuildings;
- 3.1.4 accidental death or bodily injury or loss or damage to property of domestic employees arising out of their employment duties (this extension shall override exclusion 2.2.5 and 2.2.6 in respect of domestic employees only)

We will indemnify You up to the amount stated in the Limit Section per accident or series of accidents arising out of one event.

### 3.2 Property Owners' Liability

If You become legally liable as the owner and not tenant for:

- 3.2.1 accidental loss or damage caused by an Insured Event specified under the House owner's Section;
- 3.2.2 accidental death, bodily injury, loss or damage arising directly out of Your ownership of the Dwelling specified under the House owner's Section.

### 3.3 Business Liability (if stated in the Certificate to be included)

Exclusions 2.2.6, 2.2.7 and 2.2.10 shall not apply if You have paid to Us the additional premium We require but subject to the following:

#### 3.3.1 We will **not** indemnify You for:

- 3.3.1.1 that part of any property on which You are or have been working on if such damage results from such work;
- 3.3.1.2 injury or damage occurring after the completion and handing over of of any work and caused by or through or in connection with any defect or error in or omission from such work (unless stated in the Certificate to be insured)
- 3.3.1.3 any contract for the performance of work outside the Republic of South Africa;
- 3.3.1.4 or caused by or through or in connection with any advice or treatment given or administered by or at the direction of You;
- 3.3.1.5 or caused by or through or in connection with goods or products including containers, labels and instructions sold or supplied by You;
- 3.3.1.6 damage caused by vibration or by the removal or weakening of or interference with the support to any land, building or other structure;
- 3.3.1.7 any event which could result in a claim in terms of this Section that You have not notified to Us and We have accepted in writing Your notification as an event that could result in a claim in terms of this Extension;
- 3.3.1.8 liability arising out of any activities directly related to any educational activity for and on behalf of the educational concern;
- 3.3.1.9 liability consequent upon injury or damage caused by or through or in connection with the refuelling of aircraft or the ownership, possession, maintenance, operation or use of aircraft or airline or the ownership, hire or leasing of any airport, airstrip or helicopter pad.

3.3.2 In addition this Extension includes Your legal liability to third parties arising out the actions of Your employees whilst undertaking hand deliveries or hand collections directly related to Your business activities at Your client's premises.

3.3.3 Our liability in terms of this extension is restricted to those insured damages for which You shall become legally liable to pay consequent upon accidental death of or bodily injury to tangible property which occurred in the course of or in connection with the business within the territorial limits and on or after the retroactive date shown in the Schedule, and which result in a claim or claims first being made against You in writing during the period of insurance.

### 3.4 Security Companies

3.4.1 We will compensate You for claims arising from the ownership possession or use of any electrified fence;

3.4.2 We will compensate You for Your legal liability arising out of a Deed of indemnification or similar undertaking to any person who is a member of SAIDSA (South African Intruder Detection Systems Association) or who has been approved by SAIA Approved (Pty) Limited and who has contracted with You to provide You with security services (referred to below as the Deed) provided that:

- 3.4.2.1 both the Deed and the contract for the provision of such security services are in writing and dated prior to the event or events giving rise to a claim being made against You in terms of the Deed;
- 3.4.2.2 the event or events giving rise to the claim against You in terms of the Deed occur on or in the immediate vicinity of the Dwelling situated at the address stated on the Certificate of this Section.

### **3.5 Neighbourhood Watch Liability**

3.5.1 We will compensate You and any member of Your family who normally resides with You at the address stated on the Certificate of this Section against liability at law for:

3.5.1.1 accidental death or bodily injury to any persons other than members of Your family who normally reside with You at the address stated on the Certificate of this Section or Your household employees;

3.5.1.2 accidental damage to property which is not owned by or in the custody of Yourself or any member of Your family who normally resides with You at the address stated on the Certificate of this Section or Your household employees;

resulting from the arrest or search of any person up to an amount stated in the Limit Section in respect of each claim or series of claims arising out of one event.

### **3.6 Wrongful Arrest**

We will indemnify You for all sums which You are legally liable to pay for compensation or damages in respect of wrongful arrest or alleged wrongful arrest by You of any person other than:

3.6.1 a person under a contract of service or apprenticeship with You; or

3.6.2 a member of Your family or household;

which arises out of Your activities as a member of a neighbourhood watch or a block watch group or of a similar voluntary non-profit organisation.

Provided that:

the amount payable for all compensation and damages and all costs and expenses of litigation and all other costs and expenses will not exceed the amount stated in the Limit Section in respect of all death, injury, illness, loss and damage sustained during any twelve (12) month Period of Insurance.

## **4. Conditions Relating to This Section**

4.1 Payments under this Section shall be payable in the Republic of South Africa in the currency of the Republic of South Africa;

4.2 We may in the case of any occurrence pay to You the maximum indemnity limit (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and We shall thereafter be under no further liability in respect of such occurrence;

4.3 No admission, offer, promise or payment in relation to a claim under this Section may be made or given by or on Your behalf without Our written consent. You will take all reasonable steps to ensure that You comply with this condition and co-operate with Us in the defence and settlement of any claim which is indemnifiable by this Section, and in the exercise of any subrogation rights.



## PERSONAL ACCIDENT

### 1. Definition

For this Section:

"**You/Your/Yours/Yourself**" means the Insured/Insured Person(s) named in the Certificate.

### 2. Insured Events

#### 2.1 Payment Of Compensation Applicable To Each Person Separately

We will pay Compensation if You sustain bodily injury by violent, external and visible means as a direct result of an accident and as a result of such injury You die or are disabled or incur expenses as described below.

### 3. Compensation

<u>Accident resulting in</u>	<u>Compensation</u>
3.1 Death	the amount stated in the Certificate of this Section
3.2 Permanent disablement	the percentage of the amount stated in the Certificate in this Section in accordance with the following Table of Permanent Disablements
3.3 Medical benefit	up to the limit stated in the Certificate of this Section.

### 4. Special Exclusions

Death or bodily injury as a result of The following are not covered:

- 4.1 intentional self-injury.
- 4.2 persons who are under fifteen (15) or over seventy (70) years of age.
- 4.3 bodily injury, death, disablement or disappearance following:
  - 4.3.1 activities of participating in
    - 4.3.1.1 mountaineering where the use of ropes or a guide is necessary;
    - 4.3.1.2 big game hunting;
    - 4.3.1.3 polo, steeple-chasing;
    - 4.3.1.4 rugby;
    - 4.3.1.5 sports of any kind on snow or ice;
    - 4.3.1.6 wrestling or boxing;
    - 4.3.1.7 scuba diving;
    - 4.3.1.8 water skiing;
    - 4.3.1.9 martial arts;
    - 4.3.1.10 parachuting;
    - 4.3.1.11 bungi-jumping or sky-diving or bridge jumping or hang gliding or paragliding;
    - 4.3.1.12 speed or endurance tests or racing (other than on foot);
    - 4.3.1.13 professional sports.
  - 4.3.2 air travel sustained while travelling in an aircraft:
    - 4.3.2.1 not licensed for the carriage of passengers;
    - 4.3.2.2 piloted by a person not licensed for the purpose for which it was being used;
    - 4.3.2.3 as a member or acting member of the crew or for trade or technical operation connected with the aircraft.

#### 4.3.3 other

- 4.3.3.1 members of the armed forces,
- 4.3.3.2 crewman on ships or off shore drilling rigs,
- 4.3.3.3 persons involved in underground mining or tunnelling or the manufacture of ammunition or refining of petroleum,
- 4.3.3.4 professional sports persons.

4.4 claims in any way caused by or contributed to by nuclear reaction, nuclear radiation or radioactive contamination.

## 5. Special Conditions

- 5.1 On the happening of any occurrence for which Compensation is due You must employ the services of a registered medical practitioner and undergo any treatment the practitioner deems necessary.
- 5.2 We will, in the case of Your death, be entitled to have a post-mortem examination undertaken at Our expense.
- 5.3 Death or disablement must occur and medical and other expenses must be incurred within twelve (12) months of the accident.
- 5.4 Compensation paid for permanent disablement will be deducted from Compensation payable for death caused by the same accident.
- 5.5 Total and permanent loss includes total and permanent loss of use.

## 6. Extensions of Cover

### 6.1 Territorial Limits

The cover for this Section is worldwide.

### 6.2 Disappearance

We will pay the Compensation if You disappear and it can be shown that there are reasonable grounds to assume that You have died due to an accident which would have been covered, provided that the person to whom the payment is made agrees to refund the payment if You are subsequently found to be alive.

### 6.3 Exposure

We will pay the Compensation if You have an accident or if the conveyance in or on which You are travelling has an accident and as a result You are injured by starvation, thirst or exposure to the elements.

### 6.4 Funeral Benefit

In the event of an accident giving rise to a valid death claim We will pay, in addition, as a contribution to funeral expenses the amount stated in the Limit Section for each Insured Person.

## 7. Table Of Permanent Disablements

	<b>Compensation percentage</b>
7.1 Total and permanent disablement from following any employment or occupation	100
7.2 Total and permanent loss of both hands or feet or one hand and one foot	100
7.3 Total and permanent loss of all sight in one eye and total and permanent loss of one hand or one foot	100
7.4 Total and permanent loss of all sight in both eyes	100
7.5 Total and permanent loss of all sight in one eye	50
7.6 Total and permanent loss of hearing or speech	50
7.7 Total and permanent loss of hearing in one ear	15
7.8 Total and permanent loss of one hand	50
7.9 Total and permanent loss of arm from shoulder	75
7.10 Total and permanent loss of forearm	65
7.11 Total and permanent loss of one foot	50
7.12 Total and permanent loss of thigh	75
7.13 Total and permanent loss of leg at or below knee	65
7.14 Total and permanent loss of thumb (both phalanxes)	25
7.15 Total and permanent loss of thumb (one phalanx)	10
7.16 Total and permanent loss of index finger (three phalanxes)	10
7.17 Total and permanent loss of index finger (two phalanxes)	8
7.18 Total and permanent loss of index finger (one phalanx)	4
7.19 Total and permanent loss of finger other than thumb or index finger	5
7.20 Total and permanent loss of great toe	5
7.21 Total and permanent loss of any other toe	1
7.22 Any permanent partial disablement not specified above other than loss of sense of taste or smell.	a proportion assessed by Us as in the option of Our appointed medical advisers is not inconsistent with the above without regard to Your occupation.

## SASRIA LIMITED

**Reg. No. 1979/000287/06**

### **COUPON POLICY FOR SPECIAL RISKS INSURANCE**

#### **THE POLICY**

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

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

**NOTE:**

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

**PROVIDED that:-**

Notwithstanding anything to the contrary, where One insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and/or Motor) issued by or on behalf of SASRIA, the aggregate liability of SASRIA under all such insurances shall be limited to the sum of R500 million (five hundred million Rand), during a calendar year where the property insured is in the Republic of South Africa.

For this purpose ONE INSURED shall mean:-

Any Single One Insured, or a Holding company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973). In the case of One Insured's other than companies, SASRIA reserves the right to determine who the One Insured is for this purpose.

**PROVIDED FURTHER that this insurance does not cover:-**

- (a) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenantable;
- (b) loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;
- (c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.

**Special Conditions**

1. It is a condition precedent to any liability that at the time of the happening of any occurrence giving rise to a loss under this Coupon Policy there shall be in force the Nominated Insurer's Policy covering the interest of the insured in all the property insured by this Coupon Policy against loss or damage by fire.

2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Nominated Insurer's Policy, other than:-
- (a) Exception A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi); and
  - (b) the Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above;
  - (c) any Excess, deductible or similar payment to be met by the Insured under the Nominated Insurer's Policy;
- shall be deemed to be incorporated in this Coupon Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the insured accordingly.

**Memorandum**

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

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

**NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION**

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

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

If the insurers allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary rests with the Insured

**SOUTH AFRICAN SPECIAL RISKS INSURANCE ASSOCIATION  
(INCORPORATED ASSOCIATION NOT FOR GAIN)**

Reg. No. 1979/000287/08

**MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS  
for property as defined**

**THE POLICY**

**DEFINITIONS**

1. Wherever the term "the Association" is used it shall refer to the South African Special Risks Insurance Association (Incorporated Association not for Gain).
2. Wherever the word "property" is used it shall be deemed to mean any motor Vehicle or Vehicle, trailer, implement or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst thereon.

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

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

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

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

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

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

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

### Exceptions

This Policy does not cover:-

- 2 Consequential Loss from any cause whatsoever, depreciation of any nature which shall also mean diminution in value howsoever arising of the insured property consequent upon its having sustained damage insured against and continuing after the repair of such damage wear and tear and mechanical or electrical breakdown failure or breakage.
- 3 Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
- 4 Loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of any War Damage Insurance and Compensation legislation.
- 5 Any loss or damage related to or caused by:-
  - (i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - (ii) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
  - (iii) the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clause (i) or (ii) above.
- 6 Any claims arising out of any liability assumed by the insured by agreement, unless such liability would have attached to the insured in the absence of such agreement.
- 7 Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission.

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

### Conditions

#### 1. Claims Procedure

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

#### 2. Subrogation

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

#### 3. Contribution

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

**4. Precautions**

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

**5. Transfer**

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

**6. Arbitration**

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

**7. Limitation**

In no case whatsoever shall the Association be liable under this Policy after the expiration of 12 (twelve) months from the happening of the event unless the claim is then the subject of Arbitration or court proceedings already instituted.

**8. Average**

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

**9. Total Loss of Property**

If any motor Vehicle or other Vehicle described in the definition of "property" above be treated as a total loss by the Association then all cover under this Policy shall terminate for such motor Vehicle or Vehicle from the date of such total loss and no refund of premium shall be payable to the insured.

**10. Premium**

Notwithstanding that the Period of Insurance stated in the Certificate to this Policy may be less than 12 (twelve) months the minimum premium payable by the insured shall be the full annual premium.

**11. Validity**

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

**12. Alteration of Use of Property Insured**

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

**13. Territorial Limitation**

The cover is restricted to property within the Republic of South Africa.

**14. Cancellation**

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

**15. Fraud**

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



**16. Misrepresentation**

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

**NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION**

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

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

If the insurers allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary rests with the Insured.

## IMPORTANT INFORMATION

1. You are entitled to a copy of this Policy. If You did not receive a copy of this Policy within thirty (30) days, or if You feel that this Policy does not meet legal requirements, please write to:

**The Compliance Officer – Hollard**

PO Box 87419

Houghton

2041

Tel: (011) 351 5000

Fax: (011) 351 8035

### WARNING

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

### COMPLAINTS PROCEDURE

8. If You have a complaint about the service or the advice You received, please contact:

**Barker Insurance**

PO Box 2015

Saxonwold

2132

Tel: 086 122 7537

Fax: (011) 880 2611

9. If You have a complaint about this Policy or the service You received from Us, please contact:

**The Hollard Insurance Company Limited**

PO Box 87419

Houghton

2041

Tel: (011) 351 5000

Fax: (011) 351 8034

















# barker insurance

Barker Insurance, a division of

The Hollard Insurance Company Limited

114 Oxford Road, Houghton Estate, Johannesburg 2198

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## Hollard.

The Hollard Insurance Company Limited

(Company Reg. No. 1952/003004/06)

an authorised Financial Services Provider

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