



BROLINK 

PERSONAL POLICY

Important Contact Number

If you have a motor accident and your vehicle needs towing, please do not use the first towing contractor (tow truck) who arrives. Rather contact Europ Assistance on the number given below. They are available on a 24/7 basis.

Europ Assistance will arrange the towing from a pre-approved panel of tow truck operators. This will ensure that your vehicle will be towed to a reputable panel beater of your choice (approved by us) or safe place for storage if the accident occurs after hours.

Note that this facility is only available in respect of motor vehicles comprehensively insured under this policy. If you need to phone to arrange for towing, please remember that a minimum requirement will be the registration number of your vehicle (The same number that is printed on your policy schedule). It helps if you also know your policy number and ID number, but these are not essential if your policy schedule correctly reflects the registration number of your vehicle.

0861 779 779

Remember to put this number into your cell phone.

Personal Insurance Policy

Introduction

This policy has been designed to meet your specific insurance requirements.

Please read both the policy and the schedule carefully and check that the schedule is correct.

If there is anything which is not clear or you require further information please contact your broker.

As your premiums are deducted automatically each month from your bank account, it is important that you inform your broker of any changes relating to the account. Failure to do so may result in the policy being lapsed due to non-payment of the premium.

Signed for and on behalf of the Insurer

Personal Insurance Policy

The insurer, named in the schedule (referred to as we/us/ours) agrees to provide insurance in terms of this policy during any period of insurance for which we accept a premium conditional upon the prior payment of the premium by the Insured (referred to as I/you/your/yours/yourself) and the receipt thereof by or on behalf of us. This policy, the schedule and our correspondence, as well as your application for insurance and any statement, written or spoken, made by you or on your behalf, forms the contract between us and you.

General Conditions

1. Interpretation

The policy and the schedules shall read as one document. If any word or expression has been given a specific meaning it shall have the same meaning wherever it appears. Where the policy refers to the male gender, the wording will be regarded as applicable equally to the female gender.

2. Construction

Unless otherwise stated in the schedule, the dwelling described under the Buildings and Contents sections is of standard construction which means walls of brick, stone or concrete and roof of slate, tile, concrete, asbestos or metal.

3. Observance of Policy Terms

Failure on the part of any person claiming indemnity or benefit under this policy to observe the policy terms, conditions or warranties will relieve us of any liability.

4. Rights of Others

The provision of cover for persons other than you does not give them the right to claim. You may claim for them and your receipt will discharge us.

5. Prevention of Loss

You must take all reasonable precautions and all reasonable care to prevent or minimise loss, damage, death, injury, liability and accidents and may affect emergency repairs to your property to prevent further damage.

6. Fraudulent or Wilful Acts

If a claim made under this policy

6.1 is in any respect fraudulent or if fraudulent means are used by you, or on your behalf, to obtain any benefit under the policy

6.2 has been inflated or information provided in connection with the claim is not true

we will be relieved of all liability in respect of the whole claim.

Notwithstanding condition 13 – Amendments and Cancellation below, if a claim is rejected in terms of this condition we may cancel the policy from the date notice of the rejection of the claim is given (or a later date) by giving notice in writing to your last known address and a proportionate refund of premium for the unexpired period of insurance.

7. Claims Procedure and Requirements

7.1 As soon as reasonably possible and in all cases within 30 days of an event which may give rise to a claim coming to your knowledge you must notify us and provide us with

7.1.1 written details of the event

7.1.2 particulars of other insurance covering the same event

7.1.3 any proofs, information and sworn declarations we may require from time to time

7.1.4 any document or details of any communication received in connection with a claim.

7.2 The theft or loss of, or malicious damage to any insured property must be notified to the police as soon as reasonably possible.

- 7.3 No admission, statement, offer, promise, payment or indemnity may be made by you without our written consent.
- 7.4 We may take over and conduct the defence or settlement of any claim and have the right to use your name for this purpose.
- 7.5 You must give all the information and assistance we may require
- 7.5.1 to recover from other parties
 - 7.5.2 facilitate the identification and physical recovery of located lost or stolen property.
- If you fail to comply with this condition you will immediately become liable to repay us all amounts paid in respect of the claim.
- 7.6 You must notify us immediately you become aware of any impending prosecution or inquest in respect of any event which may give rise to a claim.
- 7.7 In respect of any section of this policy under which an indemnity is provided for liability to third parties, we may, upon the happening of any event, pay you the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled after which we will not be under any further liability in respect of such event.
- 7.8 If we reject any claim made under this policy you have 90 days from the rejection date in which to appeal in writing. After the expiry of this 90 day period you have a further 6 months in which to serve summons on us, failing which we will be relieved of all liability.

8. Total Loss Claims

If a claim for

- 8.1 property insured under the Buildings, Contents or All Risks sections
- 8.2 a vehicle insured under the Motor, Motor Cycles or Caravans and Trailers section
- 8.3 a vessel insured under the Small Craft section

is settled as a total loss, the section, item, vehicle or vessel will be deleted from the date of loss without a refund of premium for the unexpired period of insurance.

9. Other Insurance

If the loss, damage or liability is covered by any other insurance we will not pay more than our rateable proportion.

10. Reinstatement of Sum Insured

The sum insured will not be reduced by the amount of any claim. We may request you to pay the premium on 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 the Buildings, Contents and the Clothing and Personal Effects item of the All Risks sections.

11. Automatic Increase of Sums Insured

The sums insured under the Buildings and Contents sections will be increased automatically on the anniversary date of this policy by a percentage commensurate with price indices. This does not relieve you of responsibility to maintain adequate sums insured.

12. Payment of Premiums

- 12.1 On a monthly policy if the premium is paid by debit order this will be presented on the day selected by you (or the first working day thereafter) and the policy will automatically be renewed. If the debit order is dishonoured by your bank
 - 12.1.1 as a result of your instruction to the bank to stop payment of the debit order, the policy will lapse from the last day of the month for which premium was received

12.1.2 for any other reason, the following month a debit will be submitted to the bank for two months premium. If this debit is returned unpaid, the policy will lapse from the last day of the month for which premium was received.

12.2 On an annual policy the premium is payable on or before the inception or renewal date (15 days grace will be allowed), failing which the policy will lapse from the day preceding the inception or renewal date.

13. Amendments and Cancellation

This policy or any section of it may be cancelled or amended

13.1 by you by giving notice in writing

13.2 by us by giving 30 days notice in writing to your postal address shown on the schedule but no notice from us is required if the policy lapses due to non-payment of the premium (see point 12 above)

and a proportionate refund of premium made for the unexpired period of insurance.

14. Annulment of the Policy

This policy or any part of it may be declared null and void by us if any details which affect the risk are not disclosed, or are misrepresented or misdescribed by you or on your behalf, or if we are not informed of an alteration in the risk.

15. Information Sharing

15.1 You acknowledge that the sharing of information (including credit information) for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims with a view to limiting premiums.

15.2 On my own behalf and on behalf of any person I represent herein, I hereby waive my right to privacy with regard to any underwriting and claims information in respect of any insurance policy or claim made or lodged by me, or on my behalf.

15.3 I consent to such information being stored in the shared database and used as set out above.

15.4 I also consent to such information being disclosed to any insurer or its agent.

15.5 I further consent to any underwriting information being verified against legally recognised sources or databases.

16. Jurisdiction

This policy is subject to the jurisdiction of the courts of the Republic of South Africa and we will not be liable for any legal costs and expenses not incurred in the Republic of South Africa.

Exclusions Applicable to the Whole Policy

1. General

We will not be liable for

1.1 in addition to any other first amount payable stated in the schedule, the first 10%, minimum R1 500, of loss or damage caused by

1.1.1 the deliberate or wilful or wanton act of any person

1.1.2 theft or attempted theft occurring during the first 45 days of insurance and for which indemnity is provided by the Buildings, Contents and All Risks sections. This exclusion will not apply if this policy is issued in substitution for a similar policy provided there has been continuous cover.

1.2 loss, damage, bodily injury or illness deliberately caused by you or any person acting in collusion with you

1.3 the special value which any article may have as part of a set

1.4 consequential loss or damage except as specifically provided for in the policy.

2. War, Riot and Terrorism

- 2.1 This policy does not cover loss of or damage to property related to or caused by:
- 2.1.1 civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
 - 2.1.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - 2.1.3 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; insurrection, rebellion or revolution;
 - 2.1.4 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
 - 2.1.5 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;
 - 2.1.6 any attempt to perform any act referred to in clause 2.1.4 or 2.1.5 above;
 - 2.1.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5 or 2.1.6 above.

If we allege that, by reason of clause 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6 or 2.1.7 of this exception, loss or damage is not covered by this policy, the burden of proving the contrary will rest on you.

- 2.2 This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.
- 2.3 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 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 of 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 2.3 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 person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal 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.

If we allege that, by reason of clause 2.3 of this exclusion, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on you.

3. Nuclear

Except as regards the Personal Accident section, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 3.1 ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel
- 3.2 nuclear material, nuclear fission or fusion, nuclear radiation

3.3 nuclear explosives or any nuclear weapon

3.4 nuclear waste in whatever form

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.

4. Computer Losses

General Exclusion (Applicable to personal computers, laptop computers and the contents of deep freezers and the freezing compartments of fridges)

This policy does not cover

4.1 loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;

4.2 any legal liability of whatsoever nature;

4.3 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

4.4 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 any such date or

4.5 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

4.6 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

4.7 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 the property of the Insured or not.

5. Special Extension to Exclusion 4 above

5.1 Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by any of the included special perils referred to below is not excluded.

The only special perils that are included for the purpose of this special extension are damage caused by

5.1.1 storm, wind, water, hail or snow;

5.1.2 aircraft and other aerial devices or articles dropped therefrom;

5.1.3 impact by aerials, satellite dishes or vehicles excluding damage to such aerials, satellite dishes or vehicles or property in or on such vehicles.

These special perils do not cover wear and tear or gradual deterioration.

5.2 This Special extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this General exclusion and Special extension thereto.

Buildings

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and their spouse
- 1.2 dwelling means the private residence its domestic outbuildings and garages belonging to you and situated at the address stated in the schedule including landlord's fixtures and fittings, swimming pools including fixed filtration plant (not automatic pool cleaners), tennis courts, sauna and spa rooms and baths, borehole equipment, gates, walls, fences (excluding hedges) and driveways paths and patios constructed of brick, concrete, pavers, asphalt or stone (not gravel)
- 1.3 sum insured means the amount stated in the schedule for the Buildings section.

2. Insured Events

The Insured events are

- 2.1 Fire, lightning, explosion.
- 2.2 Storm or flood excluding destruction or damage
 - 2.2.1 to gates and fences
 - 2.2.2 caused by movement of the land supporting the dwelling even if such movement is caused by storm or flood. This exclusion will not apply to the removal of land supporting the dwelling by flowing surface water.
- 2.3 Earthquake including destruction or damage arising directly or indirectly from mining.
- 2.4 Bursting, leaking or overflowing of water apparatus or fixed oil-fired heating apparatus.
- 2.5 Theft or attempted theft provided that if the dwelling is vacant there is forcible and violent entry or exit.
- 2.6 Impact.
- 2.7 Breakage or collapse of radio or television aerials or masts or satellite dishes.
- 2.8 Deliberate or willful or wanton acts excluding destruction or damage caused by or arising from theft or attempted theft.
- 2.9 Subsidence or landslip, but excluding
 - 2.9.1 loss of or damage to drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates and fences, drive-ways, paving, swimming pool borders, tennis courts
 - 2.9.2 loss or damage caused as a result of the contraction and/or expansion of soil due to the moisture or water content of such soil as experienced in clay and other similar soil types
 - 2.9.3 loss or damage caused as a result of or aggravated by faulty design, or by insufficient compacting of filling, or inferior construction, or the removal or weakening of support to any building
 - 2.9.4 loss or damage caused as a result of structural alterations, additions or repairs
 - 2.9.5 loss or damage caused as a result of surface or subterranean excavations other than in the course of mining operations
 - 2.9.6 loss or damage caused as a result of normal settlement, shrinkage or expansion of the buildings.

If required, you must prove that the loss or damage being claimed for was caused by subsidence or landslip.

3. Basis of Settlement

If the dwelling is destroyed or damaged by an insured event

- 3.1 we will by payment or at our choice by reinstatement or repair indemnify you. Provided that if at the time of the destruction or damage the value of the dwelling including the Cost of Demolition, Professional Fees and Public Authorities Requirements (see 8 below) amount to more than the

sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss

or

3.2 you may choose within six months of the date of destruction to reinstate the dwelling on the same site (or on another site and in the way you want subject to our liability not being increased) as nearly as possible to its condition when new provided

3.2.1 the reinstatement must be started and finished in reasonable time otherwise we will settle in terms of 3.1

3.2.2 we will not be liable for the cost exceeding the cost which would have been payable in terms of 3.1 until the cost has been incurred by you

3.2.3 the amount payable for fitted carpets and geysers will be the current replacement cost less an allowance for depreciation

3.2.4 if at the time of reinstatement the cost including the Cost of Demolition, Professional Fees and Public Authorities Requirements (see 8 below) which would have been incurred in reinstating the dwelling had it had been totally destroyed exceeds the sum insured on the dwelling at the time of destruction or damage you will be your own insurer for the difference and will bear a rateable proportion of reinstatement.

4. Rent

If the dwelling becomes temporarily uninhabitable as a result of destruction or damage caused by an insured event we will for the period necessary for reinstatement

4.1 if you occupy the dwelling pay you an amount based on the rental value of the unfurnished dwelling

4.2 indemnify you for the loss of rent receivable (the amount payable will be based on the rent of the unfurnished dwelling)

up to 25% of the sum insured on the dwelling.

5. Breakage of Glass and Sanitaryware

In the event of accidental breakage in the dwelling (except when it is vacant) of

5.1 fixed glass

5.2 fixed sanitaryware excluding chipping, scratching or disfiguration

we will pay for or may choose to repair or replace the item.

6. Fixed Machinery

If fixed machinery installed at your dwelling (not automatic pool cleaners) in domestic use is accidentally destroyed or damaged (not wear and tear, gradually operating causes or caused by pests such as rodents, ants and moths), we will pay for or choose to repair or replace it. We will not pay more than 1% of the sum insured.

7. Public Supply Connections

In the event of accidental destruction or damage to water, sewerage, gas, electricity or telephone connections belonging to you or for which you are responsible between the dwelling and the public supply we will pay for or may choose to repair the damage.

8. Cost of Demolition, Professional Fees and Public Authorities Requirements

We will pay costs necessarily incurred with our written consent

8.1 in demolishing the dwelling, removing debris from the site and erecting hoardings required for building operations

8.2 for architects' quantity surveyors' and consulting engineers' fees

8.3 for municipal authorities' scrutiny fees

8.4 for repairing or rebuilding in accordance with the requirements of public authorities following destruction or damage to the dwelling by an insured event.

9. Loss of Water

We will indemnify you up to 0.2% of the sum insured for amounts that you owe local authorities for water which has been lost due to leaking pipes. This will only apply if the following conditions are met:

- 9.1 the amounts are calculated by the local authorities;
- 9.2 the reading is at least 50% more than the average reading of the four readings preceding it;
- 9.3 when a leak is discovered, either by physical evidence or on receipt of an unusually high water account, you have taken immediate steps to trace and repair the leaking pipes

and does not include

- 9.4 the costs to trace and to repair a leaking pipe
- 9.5 more than two separate claims within a 12-month period. If there are two separate claims within a 12-month period, the total combined compensation for both claims will be limited to 0.2% of the sum insured.
- 9.6 loss of water
 - 9.6.1 due to leaking taps, geysers or toilets
 - 9.6.2 from swimming pools or the leaking inlet or outlet pipes thereof
 - 9.6.3 if the private residence has been unoccupied for more than 60 consecutive days.

10. Removal of Fallen Trees

We will indemnify up to 0.3% of the sum insured for the reasonable cost of removing trees that fell due to an insured event. You must get our written consent before removing fallen trees.

11. Special Alterations

If during the period of this policy you have an accident that causes bodily injury and leaves you permanently bound to a wheelchair, we will compensate you up to 0.5% of the sum insured for the fair and reasonable cost of alterations to the dwelling if these are necessary to accommodate your condition.

12. Damage to Gardens

We will indemnify you up to 0.5% of the sum insured for damage to trees, shrubs, plants and sprinkle irrigation systems at your dwelling caused by

- 12.1 fire or explosion
- 12.2 a vehicle or aircraft
- 12.3 any person responding to a fire or explosion at your dwelling

but excluding loss or damage caused by or arising from theft or attempted theft.

13. Fire Brigade Charges

If authorities charge you with the cost of fire extinguishing following fire damage to the dwelling we will indemnify you.

14. Liability to the Public

If we have agreed to provide insurance by this Buildings section it is extended to include the insurance provided by the Personal Liability section in so far as it applies to the liability of property owners up to a maximum of R5 000 000.

15. Mortgagee

The interest of a mortgagee of which we are aware

- 15.1 ranks prior to that of you
- 15.2 is limited to the amount owing to the mortgagee by you
- 15.3 will not be invalidated by any act or omission by you if such act or omission occurs without the mortgagee's knowledge.

16. Tenants

This insurance will not be invalidated by any act or omission of a tenant of yours provided that you notify us as soon as such act or omission comes to your knowledge.

17. Special Exclusions

We will not be liable for

- 17.1 the first amount payable stated in the schedule of any claim (or in the policy wording if more specific and greater). This exclusion will not apply if 17.3 or 17.4 below apply
- 17.2 loss or damage if at the time of such loss or damage the dwelling has been unoccupied for more than 60 consecutive days unless the schedule indicates that the dwelling is a holiday home or that the unoccupancy limit has been extended appropriately
- 17.3 the first 10%, minimum R1500, of every claim arising from a deliberate or wilful or wanton act (including theft) if at the time of such act the dwelling has been vacant for more than 30 consecutive days. This exclusion will not apply if General Exclusion 1.1.1 applies (see page 4).
- 17.4 the first portion of each claim calculated at 1% of the sum insured or R500 whichever is the greater arising directly or indirectly from mining. If we allege that the destruction or damage arises from mining the burden of proving the contrary will rest on you.
- 17.5 loss or damage caused by
 - 17.5.1 rot, rising damp or a rise in the water table
 - 17.5.2 weeds or roots
 - 17.5.3 wear and tear or other gradually operating causes
 - 17.5.4 chipping, scratching, disfiguration or discolouration
 - 17.5.5 depreciation.

18. Building Operations

While the dwelling is being erected or structurally altered cover provided by paragraphs

- 2. **Insured Events**, sub-paragraphs 2.4, 2.5 and 2.8
- 4. **Rent**
- 5. **Breakage of Glass and Sanitaryware**
- 14. **Liability to the Public**

will not apply to destruction, damage or liability arising directly or indirectly from such erection or alteration.

19. Subsidence Extension

Only applies if the schedule shows that the cover includes Subsidence and then this optional extension replaces Insured Event 2.9 – Subsidence or landslip

- 19.1 This section is extended to include destruction or damage to the dwelling caused by any movement of the land supporting the dwelling provided such movement is not caused by
 - 19.1.1 excavations on or under land other than mining excavations
 - 19.1.2 alterations, additions or repairs to the dwelling
 - 19.1.3 normal settlement, shrinkage or expansion of the dwelling.
- 19.2 We will not be liable for destruction or damage to
 - 19.2.1 paths, driveways, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences
 - 19.2.2 the dwelling caused by defects in either its design or construction.
- 19.3 We will not be liable for the first portion of each claim calculated at 1% of sum insured or R500 whichever is the greater.

20. Damage by Wild Baboons or Wild Monkeys

Only applies if the schedule shows that this optional extension has been selected.

We will indemnify you up to the sum insured for loss or damage to your dwelling caused by wild baboons or wild monkeys. "Wild baboons or wild monkeys" means baboons or monkeys that live freely in natural surroundings and are not kept as pets or farm animals, or kept confined in any way.

Contents

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and members of your immediate family normally resident with you
- 1.2 dwelling means the private residence and its domestic outbuildings and garages all situated at the address shown in the schedule
- 1.3 property insured means household goods and personal effects (including up to 10% in total of the sum insured for office equipment and home industry stock-in-trade and equipment whilst inside the dwelling) which belong to you or are your responsibility as well as fixtures and fittings on the dwelling that belong to you as the tenant, not the owner, of the dwelling
- 1.4 sum insured means the amount stated in the schedule for the Contents section.

2. Insured Events

The insured events are

- 2.1 Fire, lightning, explosion.
- 2.2 Storm, wind, hail or snow but excluding loss or damage to property in the open.
- 2.3 Earthquake including loss or damage arising directly or indirectly from mining.
- 2.4 Bursting, leaking or overflowing of water tanks, apparatus, pipes or fixed oil-fired heating apparatus.
- 2.5 Sudden and violent damage to any building caused by impact.
- 2.6 Deliberate or wilful or wanton acts excluding loss or damage caused by or arising from theft or attempted theft.
- 2.7 Theft or attempted theft of the property insured whilst inside
 - 2.7.1 the private residence
 - 2.7.2 the domestic outbuildings and garages (including those attached to and/or communicating with the main residence) if there is forcible and violent entry or exit
 - 2.7.3 any building in which you are temporarily residing
 - 2.7.4 any building in which you are employed
 - 2.7.5 any furniture storage depot or a safe deposit in a bank
 - 2.7.6 any other building if there is forcible and violent entry or exit.
- 2.8 Theft
 - 2.8.1 while being moved by professional movers during a permanent change in the address stated in the schedule as well as loss or damage resulting from the conveying vehicle overturning or being involved in a collision.
 - 2.8.2 while in transit to or from a furniture storage depot or a safe deposit in a bank
 - 2.8.3 of laundry, garden and swimming pool furniture/implements from the grounds, domestic outbuildings and garages of the dwelling up to 2% of the sum insured.

3. Basis of Settlement

If the property insured is lost or damaged by an insured event we will pay for or may choose to repair or replace it. The amount payable will be the current replacement cost. Provided that if at the time of loss or damage the cost of replacing the property insured as new is greater than the sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

4. Mirrors and Certain Glass

If property insured in the dwelling being mirror glass or glass forming part of furniture is accidentally damaged we will indemnify you for the costs. This extended cover excludes glass that forms part of other domestic appliances.

5. Refrigerator and Deep Freeze Contents

If the contents of any refrigerator/deep freeze unit in the dwelling deteriorate as a result of

5.1 breakdown of or accidental damage to the unit

5.2 failure of power supplied by public authorities (not load shedding)

we will indemnify you up to 2% of the sum insured.

6. Keys, Locks, Key Cards and Remotes

If any keys (including card keys and remote controllers) for the dwelling or for any vehicles insured under the Motor, Motor Cycles or Caravans and Trailers sections of this policy are lost or accidentally damaged we will indemnify you for costs reasonably and necessarily incurred as a direct consequence up to 2% of the sum insured.

7. Groceries and Household Goods

If groceries and household goods belonging to you being conveyed between any place of purchase, repair or renovation and the dwelling by you are lost or damaged as a result of

7.1 an accident in which the carrying vehicle is involved

7.2 theft from the carrying vehicle accompanied by actual forcible and violent means

we will indemnify you up to 2% of the sum insured.

8. Personal Documents

We will indemnify you for loss or damage caused by an insured event to your personal documents up to 1% of the sum insured. We will only be liable for the value of materials and the cost of labour in reinstating the documents or obtaining duplicates and not for the value to you of the content.

9. Rent

If the private residence becomes temporarily uninhabitable as a direct result of loss or damage caused by an insured event we will for the period necessary for reinstatement indemnify you for

9.1 rent for which you are liable

9.2 any reasonable additional costs incurred in providing alternative accommodation for yourself, your immediate family and domestic staff normally resident with you

up to 25% of the sum insured.

10. Property belonging to Domestic Staff

If household goods and personal effects (excluding money) not otherwise insured belonging to your domestic staff are lost or damaged in the dwelling by an insured event we will indemnify the domestic staff member up to 2% of the sum insured.

11. Guests

If household goods and personal effects (excluding money) not otherwise insured belonging to a guest temporarily residing with you are lost or damaged by an insured event specified in 2.1 to 2.6 or by theft from the private residence we will indemnify the guest up to 2% of the sum insured.

12. Debris Removal

We will indemnify you up to 2% of the sum insured for the necessary costs of removing your damaged insured property from your premises after loss or damage caused by an insured event.

13. Fire Brigade Charges

If authorities charge you with the cost of fire extinguishing following fire damage to the dwelling we will indemnify you.

14. Liability to the Public

If we have agreed to provide insurance by this Contents section it is extended to include the insurance provided by the Personal Liability section in so far as it applies to the liability of an occupier of the dwelling.

15. Medical/Veterinary Expenses

If medical and veterinary expenses are incurred as a result of accidental bodily injury sustained by any

- 15.1 person other than you caused by a domestic animal owned by you
- 15.2 guest or visitor arising from any defect in the dwelling
- 15.3 domestic staff in the course of their employment by you
- 15.4 domestic animal owned by you arising from a road accident

we will pay the expenses not otherwise recoverable up to 2% of the sum insured per person/animal.

16. Accidental Death

If you are fatally injured as a direct result of external and visible violence caused by thieves or fire while in the dwelling or its grounds we will pay

- 16.1 R1000 for a person under 18 years of age
- 16.2 R10 000 for a person of 18 and over and under 70 years of age

provided death occurs within three months of the injury.

17. Trauma Treatment

We will indemnify you up to 2% of the sum insured for the cost of trauma treatment provided by a registered professional counselor incurred and paid for by you, and not otherwise recoverable from any other insurance or facility, for trauma due to theft, burglary, hijacking or fire that occurred in your dwelling or on your premises.

18. Guards

We will indemnify you up to 2% of the sum insured for costs necessarily incurred for the employment of guards to protect your insured property after an insured event has occurred.

19. Special Exclusions

We will not be liable for

- 19.1 the first amount payable stated in the schedule of any claim (or in this section if more specific and greater)
- 19.2 loss or damage if at the time of such loss or damage the dwelling has been unoccupied for more than 60 consecutive days unless the schedule indicates that the dwelling is a holiday home or that the unoccupancy limit has been extended appropriately
- 19.3 loss or damage caused, sustained or incurred outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe
- 19.4 theft of money and other negotiable instruments unless stolen from the private residence and there is forcible and violent entry or exit
- 19.5 more than 1% of the sum insured for money and other negotiable instruments
- 19.6 theft from the dwelling while lent, let, sub-let or whilst the dwelling is a show house unless there is forcible and violent entry or exit
- 19.7 loss, damage or injury to animals, gold coins, stamp and coin collections, motor vehicles and trailers/caravans including their accessories, air and water craft and their equipment

- 19.8 loss or damage caused by or attributable to wear and tear, depreciation, rust, corrosion, mildew, moth, vermin, insects, domestic pets, any gradually operating cause, the action of light or atmospheric conditions
- 19.9 more than 10% of the sum insured for any one article other than furniture
- 19.10 more than one-third of the sum insured in total for precious metals and stones, jewellery, furs, rugs and carpets
- 19.11 property more specifically insured
- 19.12 the first portion of each claim calculated at 1% of the sum insured or R500 whichever is the greater arising directly or indirectly from mining. If we allege that the destruction or damage arises from mining the burden of proving the contrary will rest on you.

20. Limited Cover

Applies if the schedule shows that Limited Cover has been selected

In consideration of Limited Cover having been taken points 2.7 and 2.8 (Theft and attempted theft) under Insured Events are cancelled and the following sub-sections are deleted

- 4. Mirrors and Certain Glass**
- 5. Refrigerator and Deep Freeze Contents**
- 6. Keys, Locks, Key Cards and Remotes**
- 7. Groceries and Household Goods**
- 15. Medical/Veterinary Expenses**
- 16. Accidental Death**
- 17. Trauma Treatment**
- 18. Guards**

21. General Accidental Damage Extension

Only applies if the schedule shows that this optional Extension has been selected

If the property insured is accidentally lost or damaged whilst inside your dwelling or on your premises at the same address we will pay for or may choose to repair or replace it subject to us not being liable for

- 21.1 any amount in excess of the sum insured for this extension after deduction of the first amount payable (excess)
- 21.2 loss or damage
 - 21.2.1 which is covered under the Insured Events – see point 2
 - 21.2.2 due to depreciation or gradual causes such as wear and tear, rust, mildew, corrosion and decay
 - 21.2.3 caused by household pests such as rodents, ants and moths or a cleaning, repairing or restoration process or denting and chipping
 - 21.2.4 caused by confiscation or detention by any process of law
 - 21.2.5 of or to tools, gardening implements, garden furniture or automatic swimming pool apparatus
 - 21.2.6 of or to portable computer equipment, cellular telephones, fire arms, video or audio tapes or discs
- 21.3 damage to glass, glassware or other brittle articles due to cracking or scratching
- 21.4 the cost of reproduction or repair of data
- 21.5 mechanical, electrical or electronic breakdown.

22. Power Surge Damage Extension

Only applies if the schedule shows that this optional Extension has been selected

If the property insured is accidentally damaged by a power surge of the power supplied by public authorities whilst inside your dwelling we will pay for or may choose to repair or replace it subject to us not being liable for

- 22.1 any amount in excess of the sum insured for this extension after deduction of the first amount payable (excess)
- 22.2 damage
 - 22.2.1 which is covered under the Insured Events - see point 2
 - 22.2.2 directly or indirectly due to depreciation or gradual causes such as wear and tear, rust, mildew, corrosion and decay
 - 22.2.3 caused or aggravated by household pests such as rodents, ants and moths or a cleaning, repairing or restoration process by any manner or method
 - 22.2.4 of or to tools, gardening implements, garden furniture or automatic swimming pool apparatus/cleaning equipment
 - 22.2.5 of or to portable computer equipment or cellular telephones
 - 22.2.6 of or to any contents of refrigerators or freezers
 - 22.2.7 covered by any manufacturer's guarantee, purchase agreement or service contract
- 22.3 the cost or reproduction or repair of data

23. General Accidental and Mechanical/Electrical/Electronic Damage Extension

Only applies if the schedule shows that this optional extension has been selected

If the property insured is accidentally lost or damaged whilst inside your dwelling or on your premises at the same address we will pay for or may choose to repair or replace it subject to us not being liable for

- 23.1 any amount in excess of the sum insured for this extension after deduction of the first amount payable (excess)
- 23.2 loss or damage
 - 23.2.1 which is covered under the Insured Events – see point 2
 - 23.2.2 due to depreciation or gradual causes such as wear and tear, rust, mildew, corrosion and decay
 - 23.2.3 caused by household pests such as rodents, ants and moths or a cleaning, repairing or restoration process or denting and chipping
 - 23.2.4 caused by confiscation or detention by any process of law
 - 23.2.5 of or to tools, gardening implements, garden furniture or automatic swimming pool apparatus
 - 23.2.6 of or to portable computer equipment, cellular telephones, fire arms, video or audio tapes or discs
- 23.3 damage to glass, glassware or other brittle articles due to cracking or scratching
- 23.4 the cost of reproduction or repair of data

24. Damage by Wild Baboons or Wild Monkeys

Only applies if the schedule shows that this optional extension has been selected.

We will indemnify you up to the sum insured for loss or damage caused by wild baboons or wild monkeys to the property insured whilst inside your dwelling. "Wild baboons or wild monkeys" means baboons or monkeys that live freely in natural surroundings and are not kept as pets or farm animals, or kept confined in any way.

All Risks

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and members of your immediate family normally resident with you
- 1.2 property insured means
 - 1.2.1 **Clothing and Personal Effects**
clothing (other than furs) and personal effects normally worn or designed to be carried on or by the person belonging to you
 - 1.2.2 **Specified All Risks Items**
articles individually specified in the All Risks section of the schedule.

2. Basis of Settlement

2.1 Clothing and Personal Effects

If the property insured is accidentally lost or damaged we will pay for or may choose to repair or replace it. The amount payable will be the current replacement cost. Provided that if at the time of loss or damage the cost of replacing the property insured as new is greater than the sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

2.2 Specified All Risks Items

If specified property insured is accidentally lost or damaged we will pay for or may choose to repair or replace it.

3. Stamp and Coin Collections

If a stamp and/or coin collection is described in the All Risks section of the schedule

- 3.1 our liability for any one stamp or coin will not exceed two-thirds of the value stated in any current recognised catalogue with a maximum of 5% of the sum insured on the collection for any one stamp or coin
- 3.2 we will only be liable if one or more complete pages of the collection are lost or damaged
- 3.3 we will not be liable for current coins.

4. Special Exclusions

We will not be liable for

- 4.1 the first amount payable stated in the schedule of any claim (or in the policy wording if more specific and greater)
- 4.2 in respect of 2.1 – **Clothing and Personal Effects**
 - 4.2.1 more than 25% of the Clothing and Personal Effects sum insured for any one article or pair or set
 - 4.2.2 pedal cycles, cellphones and their accessories, satellite navigation system receivers (GPS) and accessories, computing equipment and accessories, portable gaming electronic equipment and media players (e.g. i-pods, MP3 and MP4 players), contact lenses, money, documents and tools
 - 4.2.3 theft of clothing from a washing line at your dwelling
 - 4.2.4 property more specifically insured
- 4.3 property insured lost from an unattended motor vehicle unless
 - 4.3.1 the property insured was concealed in a locked boot or compartment forming part of a locked vehicle and there is violent and forcible entry to the vehicle

- or
- 4.3.2 there is violent and forcible entry to the vehicle and the insured bears the first 20%, minimum R500, of any claim
 - 4.4 wear, tear or depreciation
 - 4.5 electrical or mechanical breakdown not accompanied by other damage
 - 4.6 the special value which any article may have as part of a set
 - 4.7 the cost of reproducing sounds data and images on tapes, records, film or magnetic media
 - 4.8 loss or damage caused
 - 4.8.1 by rust, corrosion, mildew, vermin, moths, insects, gradually operating causes, domestic pests
 - 4.8.2 during any process of cleaning, dyeing or renovating
 - 4.8.3 by the action of light or atmospheric conditions
 - 4.8.4 by confiscation or detention by any process of law
 - 4.9 breakage of sports or recreational equipment whilst in use
 - 4.10 loss of or damage to
 - 4.10.1 pedal cycles whilst being used for racing
 - 4.10.2 property used for business, trade or professional purposes
 - 4.11 more than R5 000 for any article unless documentary evidence of value acceptable to the insurer is provided
 - 4.12 in respect of **Caravan Contents**
 - 4.12.1 more than 20% of the caravan contents sum insured for any one article
 - 4.12.2 any of the contents whilst not inside the caravan
 - 4.12.3 theft of contents while the caravan is unoccupied unless there is forcible and violent entry
 - 4.12.4 stamp and coin collections, cellphones and their accessories, contact lenses, money, documents, jewellery, furs, tools or any article more specifically insured
 - 4.12.5 the permanent fittings of the caravan
 - 4.12.6 more than the rateable proportion of the loss or damage if at the time of loss or damage the cost of replacing the property insured as new is greater than the sum insured.

Personal Liability

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and members of your immediate family normally resident with you
- 1.2 limit means the amount stated in the schedule for the Personal Liability section.

2. Indemnity to You

If you become legally liable to pay compensation for accidental death, bodily injury or illness or accidental loss of or damage to tangible property occurring during the period of insurance we will indemnify you up to the limit for any one accident or series of accidents arising out of one event including costs and expenses recoverable by any claimant from you and incurred with our written consent.

3. Wrongful Arrest

If during the period of insurance you become legally liable to any person (other than a person under a contract of service or apprenticeship with you or a member of your family or household) resulting from the wrongful arrest or frisking of a person, including assault related to the wrongful arrest or frisking, we will indemnify you up to R50 000 for any single claim, or any series of claims resulting from the same event including costs and expenses recoverable by any claimant from you and incurred with our written consent.

4. Tenants

If you become legally liable as tenant and not as owner of the dwelling defined in the Contents section for

- 4.1 damage to the dwelling (including fixtures and fittings) caused by an Insured Event specified in 2 of the Contents section
 - 4.2 accidental damage to fixed sanitaryware or fixed glass
 - 4.3 accidental damage to water, gas, sewerage, electricity or telephone connections to the dwelling
- we will indemnify you up to the limit for any one accident or series of accidents arising out of one event.

5. Credit Cards and Sim Cards for Cellphones

We will indemnify you up to R5 000 in a calendar year against liability or loss arising from fraudulent use of your credit, cash or sim (subscriber identity module) cards by any person who is not a member of your family or household. The loss of the card must be reported to the issuing organisation as soon as reasonably possible and you must have complied with the conditions of issue of the card failing which we will not indemnify you.

6. Hole-in-one or Full House

If you score a hole-in-one in golf or a full house in bowls playing as an amateur in terms of the rules at any recognised club we will pay R2 000 on written confirmation by the secretary of the club.

7. Special Exclusions

This section excludes liability

- 7.1 for compensation to you (other than under 5. Credits Cards and Sim Cards for Cellphones and 6. Hole-in-one or Full House)
- 7.2 for loss or damage to property belonging to or in the custody or control of you or your domestic staff
- 7.3 directly or indirectly due to
 - 7.3.1 your employment, business or profession
 - 7.3.2 the ownership of land or buildings (other than buildings insured by the Buildings section and land upon which they are situated provided the land is used for residential purposes only)

- 7.3.3 the occupation of land or buildings (other than your dwelling as defined in 1.2 of the Contents section provided there is insurance in terms of that section and the dwelling and land upon which it is situate are used for residential purposes only)
- 7.3.4 the use of any motor vehicle, caravan, trailer, air or water craft (other than model aircraft, a surfboard or paddle ski) owned by or in the custody or control of you or your domestic staff
- 7.4 accepted by contract or agreement which would not have attached in the absence of the contract or agreement
- 7.5 for costs and expenses incurred after payment by us of the limit.

8. Security Firm Extension

If you enter into a written contract with a security firm and in terms of that contract you become liable for the negligent acts of employees of the security firm in the course of their employment at your dwelling (as defined in 1.2 of the Contents section) then we will indemnify you up to the limit to the extent that the indemnity would have been granted had the said employees been employees under a contract of service to you and not the security firm.

Liability Topup Cover (PLIP)

Cover is provided in terms of a separate policy number D00420 issued for and behalf of Santam Limited (The Company) Reg No. 1918/001680/06 VAT No. 4440102095.

1. Definitions

For this section:

- 1.1 'you' means the person named in the schedule, and members of your immediate family normally resident with you.
- 1.2 'Underlying Insurance' means an existing insurance policy in force with
 - 1.2.1 a registered South African insurer which covers one or more of the following
 - 1.2.1.1 Personal Liability
 - 1.2.1.2 Property Owners Liability
 - 1.2.1.3 Tenants Liability
 - 1.2.1.4 Motor Liability
 - 1.2.1.5 Small Craft Liability
 - 1.2.2 any Insurer in the world which covers one or more of the following
 - 1.2.2.1 Motor Liability
 - 1.2.2.2 Watercraft Liability
 - 1.2.2.3 Property Owners Liabilityin respect of any motor vehicle hired, leased or owned by the Insured or any watercraft or Property owned by the Insured, outside The Republic of South Africa, Lesotho, Swaziland, Mozambique, Zimbabwe, Botswana, Namibia, Zambia and Malawi.

2. Indemnity to You

The Company will indemnify you up to the limit of indemnity stated in the schedule for all sums which you become legally liable to pay as damages arising from an occurrence anywhere in the world, but not in respect of any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or in respect of any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part), during the period of insurance to the extent that

- 2.1 such liability is not indemnifiable in terms of the insuring clause and/or insurable events clause and/or operative clause of any Underlying Insurance; or
- 2.2 such liability is not indemnifiable by reason of an exclusion in any Underlying Insurance; or
- 2.3 the amount of such liability exceeds the limit of the Underlying Insurance and the Underlying Insurer has paid or has admitted liability or has been held liable to pay the full amount of such limit, which limit for purposes of this policy is deemed to be a minimum of R1 000 000.

3. Costs and expenses

The limit of indemnity includes all legal costs and expenses

- 3.1 recoverable by or on behalf of any claimant(s) from you
- 3.2 incurred by you with our written consent, which consent shall not be withheld unreasonably.

4. Exclusions

The policy excludes liability

- 4.1 arising out of and in the course of your employment, business or profession, including but not limited to the sale of any goods or the rendering of any services for a fee, reward or any other consideration

- 4.2 arising out of the letting and/or hiring out of any movable or immovable property or part thereof for a fee, reward or any other consideration unless such liability is indemnifiable by any of the Underlying Insurances
- 4.3 the first R10 000 of any claim in relation to property hired, leased or borrowed by you
- 4.4 arising out of the reckless disregard by you of the possible consequences of your acts or omissions
- 4.5 of one insured to another
- 4.6 to any former insured in respect of any occurrence during any period when such former insured was an insured
- 4.7 arising out of loss of or damage to property to the extent that such liability is indemnifiable under any other insurance policy
- 4.8 arising out of the ownership or use of any aircraft other than model aircraft and hang-gliders
- 4.9 for so much of any compensation payable in respect of liability for death of or bodily injury to persons being carried in or upon or getting into or alighting from a vehicle, for injury which
 - 4.9.1 is the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle, or
 - 4.9.2 is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which liability –
 - 4.9.2.1 you are compelled to effect insurance or otherwise furnish security, or
 - 4.9.2.2 the state or other governmental authority has accepted responsibility, or
 - 4.9.3 is suffered as a result of an emotional shock by a person other than an injured party on witnessing, observing or being informed of the injury of another person as a result of the driving of a motor vehicle

This exclusion shall apply notwithstanding that no insurance under such legislation is in force or has been effected, or that compensation is not paid for any reason whatsoever
- 4.10 for Motor Balance of Third Party liability unless such liability is in excess of the Scheduled Underlying Insurance and is indemnifiable thereby
- 4.11 for any claim in respect of Small Craft Liability
 - 4.11.1 unless such liability is indemnifiable by any of the Underlying Insurances, other than any claim excluded solely by reason of any territorial restrictions
 - 4.11.2 where the overall length of the small craft exceeds 15 metres
- 4.12 for loss of or damage to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in your care, custody or control
- 4.13 arising out of any dishonest, fraudulent or malicious act of yours or acts of physical assault or seduction committed by you
- 4.14 for payment of any fine, penalty, multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses or performance warranties, except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties
- 4.15 for any debt
- 4.16 for the failure to pay maintenance or alimony or any amounts following a breach of promise
- 4.17 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
- 4.18 for the first R5 000 of any claim arising from the suspension or termination of employment of any domestic servant
- 4.19 arising out of any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it shall be named

4.20 for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

4.20.1 war, invasion act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny, military rising, martial law, state of siege or any other event which determines the proclamation or maintenance of martial law or state of siege

4.20.2 any act of terrorism

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

4.20.3 loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any action in controlling, preventing, suppressing or in any way relating to 4.20.1 or 4.20.2 above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Insurance, the burden of proving the contrary shall be upon the Insured.

4.21 for loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss 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 from the combustion of nuclear fuel.

For the purpose of this Exclusion 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 damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

5. Conditions

5.1 The indemnity granted by this section is conditional on there being in force at the time of the occurrence an Underlying Insurance policy which substantially provides cover for the type of liability for which indemnity is sought hereunder and on you not being in breach of the conditions of such an Underlying Insurance.

5.2 This policy will be governed by the laws of the Republic of South Africa whose courts shall have exclusive jurisdiction in any dispute between the Insurers and you.

5.3 Written notice should be given to Insurers as soon as possible of any event that may give rise to a claim under this Policy and the Insured shall furnish such further information as Insurers may reasonably require. Every claim, writ, summons or process and all related documents must be forwarded to Insurers as soon as possible.

Inadvertent failure to give notice as aforesaid because the Insured could not reasonably have anticipated that the event would give rise to a claim under this Policy will not be construed as a breach of this condition.

5.4 In respect of any claim not covered at least in part by an Underlying Insurance, the Insurers may take over and conduct in your name the defence or settlement of any claim or prosecute in your name for their own benefit and will have full discretion in the conduct of any proceedings and in the settlement of any claim. You shall give all such necessary information and assistance as may be required by the Insurers.

- 5.5 If the indemnity granted by this Policy is covered by any other liability insurance the Insurers will not pay more than their rateable proportion.
- 5.6 If any claim under this Policy is in any respect fraudulent all benefit under this Policy in respect of such claim shall be forfeited.
- 5.7 Payments under this Policy shall be payable in the Republic of South Africa in the currency of the Republic of South Africa.
- 5.8 The due observance and fulfillment of all provisions in the Policy that require anything to be done or complied with by the Insured is precedent to any liability of the Insurers in respect of any occurrence for which you make a claim under this Policy.
- 5.9 The Insurers may in the case of any occurrence pay to you the maximum indemnity limit (but deducting any sums or sums already paid) or any lesser sum for which the claim or claims can be settled and the Insurers shall thereafter be under no further liability in respect of such occurrence.
- 5.10 No admission, offer, promise or payment in relation to a claim under this Policy may be made or given by or on behalf of you without the written consent of Insurers. You must take all reasonable steps to ensure that the Underlying Insurers will comply with this condition and co-operate with Insurers in the defence and settlement of any claim which is indemnifiable both by an underlying Insurance and this Policy, and in the exercise of any subrogation rights. The costs incurred in exercising such rights and any amounts recovered shall be apportioned to each party according to the sums paid or payable under the respective policies.

Personal Accident

1. Definition

For this section you means a person named in the personal accident section of the schedule.

2. Insured Events

We will pay compensation if you

- 2.1 sustain bodily injury by violent external and visible means as a direct result of an accident
- 2.2 die from or are permanently disabled by exposure following an accident to a conveyance in which you were travelling
- 2.3 disappear following an accident to a conveyance in which you were travelling subject to proof that would satisfy a court of law that death caused by such accident should be presumed.

3. Compensation

Where, within twelve months from the date of the accident the injury causes

We will pay

3.1	death	the sum insured for Death
3.2	permanent total disablement being an inability to follow your usual occupation or any other occupation for which you are suited by knowledge or training	the sum insured for Permanent Total Disablement
		the percentage of the sum insured for Permanent Total Disablement indicated below
3.3	permanent partial disablement being loss by separation at or above the wrist or ankle of one or more limbs (permanent total loss of use of a limb will be accepted as loss by separation)	100%
3.4	irrecoverable total loss of	
	3.4.1 sight in both eyes	100%
	3.4.2 sight in one eye	60%
	3.4.3 hearing in both ears	80%
	3.4.4 hearing in one ear	25%
	3.4.5 speech	75%
3.5	loss of	
	3.5.1 four entire fingers on one hand	75%
	3.5.2 entire thumb	25%
	3.5.3 entire index finger	15%
	3.5.4 any other entire finger	7%
	3.5.5 all toes on one foot	30%
	3.5.6 entire big toe	5%
	3.5.7 any other entire toe	3%
	provided that where the injury is not specified we will apply a percentage consistent with this scale	
3.6	temporary total disablement being an inability to engage in or attend to usual business or occupation excluding the first week	the sum insured for each week of Temporary Total Disablement

- 3.7 medical expenses (excluding expenses covered by a Medical Aid, any other insurance or the Road Accident Fund) being the reasonable cost of medical attendance upon you, including operation fees, prescribed medicines and surgical appliances and nursing home or hospital charges, necessarily incurred in connection with any accident for which compensation is payable under 3.1 to 3.6 above up to the sum insured for Medical Expenses

provided that

- 3.8 compensation paid for permanent partial disablement (see 3.3) will be deducted from compensation payable for death (see 3.1) or permanent total disablement (see 3.2) resulting from the same accident
- 3.9 total compensation [other than for temporary total disablement (see 3.6) and medical expenses (see 3.7)] will not exceed the sum Insured for death (see 3.1) or permanent total disablement (see 3.2) whichever is the greater
- 3.10 compensation for temporary total disablement (see 3.6) will cease immediately any compensation becomes payable for death (see 3.1) or permanent total disablement (see 3.2) or when the injury has healed or been cured as far as reasonably possible or upon expiry of 104 weeks whichever occurs first.

4. Special Exclusions

We will not be liable

- 4.1 for interest on compensation payable
- 4.2 for compensation to a person who is over 75 years of age at the time of an injury
- 4.3 for bodily injury, death, disablement or disappearance
- 4.3.1 sustained while carrying on any business or occupation not disclosed at the commencement of this insurance
- 4.3.2 sustained while
- 4.3.2.1 motor cycling
- 4.3.2.2 driving a motor vehicle on a race track, circuit or test circuit
- 4.3.2.3 under the influence of intoxicating liquor or drugs
- 4.3.3 sustained while participating in
- 4.3.3.1 any sport as a professional
- 4.3.3.2 speed or duration tests or racing (other than on foot or in a yacht)
- 4.3.3.3 mining activities
- 4.3.3.4 the manufacture of explosives
- 4.3.4 sustained while travelling in an aircraft
- 4.3.4.1 not licensed for the carriage of passengers
- 4.3.4.2 piloted by a person not licensed for the purpose for which it was being used
- 4.3.4.3 as a member or acting member of the crew or for trade or technical operation connected with the aircraft
- 4.3.5 sustained whilst
- 4.3.5.1 driving a vehicle while under the influence of intoxicating liquor or drugs or with a blood or breath alcohol concentration exceeding the legal limit
- 4.3.5.2 using a motor vehicle you do not have a licence to drive, irrespective of where it is being driven

- 4.3.5.3 not wearing a seat belt whilst driving or being a passenger at the time of an accident
- 4.3.6 sustained while serving on duty in any armed force, the police or correctional services
- 4.3.7 caused by or attributable to
 - 4.3.7.1 venereal disease or acquired immune deficiency syndrome
 - 4.3.7.2 or, in the case of females, resulting from or prolonged or accelerated by pregnancy, childbirth, abortion, miscarriage, obstetrical procedure or any sequelae
- 4.3.8 resulting from an accident caused by or attributable to
 - 4.3.8.1 your wilful misconduct
 - 4.3.8.2 any physical or mental defect or infirmity from which you were suffering before the accident
 - 4.3.8.3 you being under the influence of intoxicating liquor or drugs
 - 4.3.8.4 your participation in any riot, civil commotion, labour disturbance, strike or lock- out or public disorder or any act or activity which is calculated or directed to bring these about
 - 4.3.8.5 the performance or attempt to perform any act whether on behalf of any organisation, body 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
 - 4.3.8.6 the performance or attempt to perform any act which is calculated or directed to bring about destruction or damage or bodily injury or sickness 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.

5. Special Conditions

- 5.1 You must notify us immediately you are affected by any physical or mental defect or infirmity.
- 5.2 We will not be bound to accept notice of any trust, charge, lien, assignment or other dealings with or related to this section.
- 5.3 You must, if required by us, submit to medical examination on our behalf and at our expense. In the event of death we will be entitled to be represented at any enquiry or to arrange for a post- mortem examination.
- 5.4 Your inability to participate in sports and pastimes shall not, of itself, constitute permanent total disablement (see 3.2).
- 5.5 Points 2.1.1, 2.1.4, 2.1.5, 2.1.6 and 2.1.7 of the War, Riot and Terrorism Exclusions do not apply to this section.

Motor

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and spouse
- 1.2 vehicle means
 - 1.2.1 a car (which includes a station wagon, a motorised caravan and a kombi/microbus/ minibus [or similar vehicle] designed or adapted to carry not more than ten occupants [including the driver])
 - 1.2.2 a goods vehicle (which includes a light delivery vehicle and a panel van) with a gross vehicle mass not exceeding 3 500 kg owned by you and listed in the schedule
 - 1.2.3 any vehicle (as defined in 1.2.1 and 1.2.2 above) provided it is not otherwise insured, hired, leased or temporarily used by you as a replacement for a vehicle insured under this section which is out of use for the purpose of overhaul, service and/or repair by the motor trade provided that the maximum we will pay will be the amount set out in 2.1 below for the replaced vehicle.
- 1.3 sum insured means the amount stated in the schedule for the vehicle.

2. Basis of Settlement

If the vehicle or any part of it is lost or damaged we will by payment or at our choice by repair or replacement indemnify you provided that

- 2.1 the maximum we will pay will be the sum insured or the reasonable retail value of the vehicle at the time of loss or damage whichever is lower less the first amount payable (excess)
- 2.2 if within 12 months of its purchase as a new vehicle by you the vehicle is
 - 2.2.1 stolen and not recovered
 - 2.2.2 damaged and the assessed cost of repairs exceeds 70% of the current retail price of the same model vehicle as newthe maximum we will pay will be the current purchase price at the time of the loss or damage of a new vehicle of the same model or the sum insured whichever is lower less the first amount payable (excess)
- 2.3 if the vehicle is
 - 2.3.1 stolen and not recovered
 - 2.3.2 damaged and we treat the vehicle as total lossin addition to 2.1 or 2.2 above if the reasonable retail value of the vehicle (or the current purchase price in terms of 2.2 above, if applicable) is less than the amount owing by you under a valid instalment sale or lease agreement we will pay the difference (subject to the total payments including the payments under 2.1 or 2.2 above not exceeding the sum insured) less
 - 2.3.3 any payments and or interest in arrears
 - 2.3.4 early settlement penalties or discounts
 - 2.3.5 any other amounts refundable to you
 - 2.3.6 the first amount payable (excess)
- 2.4 if any replacement part or fitment necessary for the repair of damage to the vehicle is not available as standard (ready manufactured) within the country in which the vehicle is being held for repair we will not be liable for more than the maker's latest list price in the country of origin plus import duty and the reasonable cost of freight (other than by air) as well as the estimated cost of fitting

- 2.5 if you declare on the claim form that the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

3. Protection and Repair

If insured loss or damage occurs

- 3.1 we will pay the reasonable cost of protection and removal of the vehicle to the nearest repairer
- 3.2 you may authorise repairs up to R5 000 without our consent provided a detailed quotation is immediately given to us.

4. Tow-in and Safeguarding After Mechanical Breakdown

Following a mechanical or electrical breakdown of the vehicle, we will pay for the reasonable cost of safeguarding and towing the vehicle, up to a maximum of R1 000 inclusive.

5. Delivery After Repair

After repair of damage covered under this section we will pay the reasonable cost of delivering the vehicle to your address stated in the schedule from anywhere within the territorial limits except Malawi, Mozambique and Zimbabwe.

6. Emergency Accommodation

If you cannot complete your journey in the vehicle following loss or damage covered under this section, we will indemnify you for up to two nights accommodation costs actually incurred for you and any passenger/s travelling with you subject to a maximum of R5 000 in total.

7. Medical Expenses

If any occupant of the vehicle sustains bodily injury as a direct result of an accident we will pay the medical expenses in connection with the injury up to R5 000 for each occupant injured.

8. Trauma Treatment

If you suffer a hijacking or attempted hijacking of the vehicle, we will pay for trauma treatment given by a registered professional counsellor up to R5 000 in total.

9. Emergency Costs

We will indemnify you up to R5 000 in respect of costs for emergency services you are liable to pay to any public authority following loss or damage to your vehicle which is covered under this section.

10. Special Exclusions Relating to the Vehicle

We will not be liable for

- 10.1 more than 5% of the sum insured (after the Motor Section first amount payable [excess] has been deducted from the claim) for any type of radio and other sound reproduction equipment (unless installed by the manufacturer of the vehicle when new)
- 10.2 depreciation, wear and tear, mechanical or electrical breakdown, gradually operating causes, failure or breakage
- 10.3 loss or damage caused by rust, corrosion, mildew, moth, insects, domestic pets, the action of light or atmospheric conditions
- 10.4 damage to tyres unless some other part of the vehicle is damaged at the same time.

11. Liability to Third Parties

- 11.1 In the event of an accident caused by or in connection with the vehicle or attached trailer, caravan, car or goods vehicle with a gross mass not exceeding 2000 kg being towed (other than for reward) we will indemnify you against all sums including claimant's costs and expenses for which you become legally liable following

- 11.1.1 death of or bodily injury to any person
- 11.1.2 damage to property.
- 11.2 We will pay costs and expenses incurred with our written consent.
- 11.3 We may arrange for
 - 11.3.1 representation at any inquiry into death
 - 11.3.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.
- 11.4 In terms of liability to third parties 11.1 and 11.2 above we will
 - 11.4.1 indemnify any person who is driving or using the vehicle with your permission provided such person
 - 11.4.1.1 is not entitled to indemnity under any other policy
 - 11.4.1.2 as though he were you is subject to the terms of the policy as far as they can apply
 - 11.4.1.3 has not been refused any motor vehicle insurance
 - 11.4.2 indemnify you while driving a car or goods vehicle with a gross mass not exceeding 3500kg excluding damage thereto not
 - 11.4.2.1 owned by you
 - 11.4.2.2 being purchased, leased or hired by you under a credit or similar agreement.

12. Special Exclusions Relating to Liability to Third Parties

We will not be liable for

- 12.1 death of or bodily injury to
 - 12.1.1 a member of your family normally resident with you
 - 12.1.2 any person being carried in or on a part of the vehicle not designed for the carriage of passengers
 - 12.1.3 any person being carried in a trailer or caravan referred to in 11.1
 - 12.1.4 an employee, other than your domestic staff, of yours or your family who is killed or injured in the course of such employment
- 12.2 damage to property
 - 12.2.1 belonging to or held in trust by or in the custody or control of you or your family
 - 12.2.2 being carried in a trailer or caravan referred to in 11.1
- 12.3 so much of any compensation provided or insurable in terms of any motor vehicle insurance legislation
- 12.4 more than R1 000 000 including all costs and expenses for death of or bodily injury to persons travelling in the vehicle if it is an open sports car or any other type of vehicle that does not have a permanently fixed metal roof over the area originally designed for the seating of the driver and passengers
- 12.5 more than R5 000 000 including all costs and expenses for any one accident or series of accidents arising out of one event
- 12.6 more than R2 500 000 including all costs and expenses for any one accident or series of accidents arising out of one event if the driver at the time of the accident is under 25 years of age or has held a full drivers license for less than one year.

13. Special Exclusions Relating to the Entire Motor Section

- 13.1 We will not be liable for loss, damage, injury or liability caused, sustained or incurred

- 13.1.1 outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe except for loss or damage to the vehicle while in transit by water between ports in the territorial limits
- 13.1.2 while the vehicle is being used
 - 13.1.2.1 other than in accordance with the Class of Use (see 14.2)
 - 13.1.2.2 by you (or any person with your consent) unless licensed to drive the vehicle in terms of legislation applying to the country in which the vehicle is being used. This exclusion will not apply if the vehicle is being driven by a learner driver with your consent provided the legislation relating to learner drivers is being complied with
 - 13.1.2.3 by you while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your blood exceeds the statutory limit
 - 13.1.2.4 by any person, with your consent, who is under the influence of intoxicating liquor or drugs or whose concentration of alcohol in their blood exceeds the statutory limit
 - 13.1.2.5 in a condition which does not comply with the provisions and regulations of The Road Traffic Ordinance of the Republic of South Africa or any similar legislation which applies to the territorial limits referred to in special exclusion 13.1.1 of this section
- 13.1.3 while a goods vehicle is being used to carry goods for business or professional purposes.
- 13.2 We will not be liable for any claim arising out of contract or agreement which would not have attached in the absence of such contract or agreement.

14. Special Conditions

14.1 First Amount Payable (Excess)

In the event of loss or damage to the vehicle you will be responsible for the first amount payable (excess) stated in the schedule. You must immediately repay us any first amount payable we may have paid.

14.2 Class of Use

The vehicle may only be used in accordance with the class of use stated in the schedule and defined below.

Use 0: Social Use (Excluding to work and back)

Social, and domestic purposes EXCLUDING travelling to and from your place of employment, business or professional purposes, hiring, carriage of passengers for hire or carriage of fare paying passengers, commercial travelling, driving instruction for reward, racing, speed or other contests, rallies, trials, whilst on a race track, circuit or test circuit or use for any purpose in connection with the motor trade.

Use 1: Private Use (Including to work and back)

Social, and domestic purposes and travelling to and from your place of employment EXCLUDING business or professional purposes, hiring, carriage of passengers for hire or carriage of fare paying passengers, commercial travelling, driving instruction for reward, racing, speed or other contests, rallies, trials, whilst on a race track, circuit or test circuit or use for any purpose in connection with the motor trade.

Use 2: Business and Professional Use

Social, domestic, business and professional purposes EXCLUDING hiring, carriage of passengers for hire or carriage of fare paying passengers, driving instruction for reward, racing, speed or other contests, rallies, trials, whilst on a race track, circuit or test circuit or use for any purpose in connection with the motor trade.

The term “motor trade” will not invalidate any cover provided to you while the vehicle is in the custody or control of any member of the motor trade and used only for its maintenance or repair.

14.3 **Traffic Offences**

You must notify us in writing immediately you know of

14.3.1 the endorsement, suspension or cancellation of any driving licence issued to you or your authorised driver

14.3.2 any driver of the vehicle being charged with or convicted of reckless, negligent or inconsiderate driving.

14.4 **Care of the Vehicle**

You must take all reasonable steps to safeguard and protect the vehicle and maintain it in accordance with the roadworthy requirements of any legislation applying within the territorial limits. We will have access to examine the vehicle or any part of it at any time.

14.5 **Indemnity to Others**

If more than one person is entitled to indemnity by this section any limitation applies to the total amount of indemnity and you will receive priority.

15. **Tracking Company Extension**

If you enter into a written contract with a vehicle tracking company and in terms of that contract you become liable for the negligent acts of employees of the vehicle tracking company in the course of their employment whilst tracking/recovering the vehicle (your vehicle), then we will indemnify you up to the limit to the extent that the indemnity would have been granted had the said employees been employees under a contract of service to you and not the vehicle tracking company.

16. **Clauses**

16.1 **Third Party. Applies if the schedule shows the Cover as “Third Party Only”**

The following are deleted

Basis of Settlement	<i>(see point 2)</i>
Protection and Repair	<i>(see point 3)</i>
Tow-in and Safeguarding After Mechanical Breakdown	<i>(see point 4)</i>
Delivery After Repair	<i>(see point 5)</i>
Emergency Accommodation	<i>(see point 6)</i>
Medical Expenses	<i>(see point 7)</i>
Trauma Treatment	<i>(see point 8)</i>
Emergency Costs	<i>(see point 9)</i>

16.2 **Third Party, Fire and Theft. Applies if the schedule shows the Cover as “Third Party, Fire and Theft”**

16.2.1 Basis of Settlement (see 2) is restated

2. Basis of Settlement

If the vehicle or any part of it is lost or damaged by fire, lightning, explosion, theft or attempted theft we will by payment or at our choice by repair or replacement indemnify you provided that

2.1 the maximum we will pay will be the sum insured or the reasonable market value of the vehicle at the time of loss or damage whichever is lower less the first amount payable (excess)

2.2 if you declare on the claim form that the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

16.2.2 Special Exclusions Relating to the Vehicle (see 10) is restated

10. Special Exclusions Relating to the Vehicle

We will not be liable for

- 10.1 any type of radio and other sound reproduction equipment
- 10.2 depreciation wear and tear mechanical or electrical breakdown
- 10.3 damage to tyres unless some other part of the vehicle is damaged at the same time.

16.2.3 The following are deleted

Tow-in and Safeguarding After Mechanical Breakdown	<i>(see point 4)</i>
Emergency Accommodation	<i>(see point 6)</i>
Medical Expenses	<i>(see point 7)</i>
Trauma Treatment	<i>(see point 8)</i>

16.3 **Car-hire. Only applies if indicated in the schedule that Car-hire cover is included for the vehicle**

16.3.1 If the vehicle is unusable or is being repaired following loss or damage covered under this section, provided the loss or damage exceeds the applicable excess we will arrange a hired car for you, subject to availability, in terms of your selection shown in the schedule.

16.3.2 We will only arrange the vehicle after having received full information in respect of the loss or damage.

16.3.3 If the excess on the vehicle we arrange is higher than the excess on the vehicle which is the subject matter of the claim, and the vehicle we arrange is damaged or stolen, we will compensate you for the difference in excess.

16.3.4 The vehicle will be provided to you for a period of thirty days, or a shorter period (whichever is first) which will end when

- 16.3.4.1 the vehicle is repaired to your satisfaction provided that we authorized its repair
- 16.3.4.2 we settle your claim by a cash payment
- 16.3.4.3 the vehicle is found plus any time for repair thereafter, in the event of the theft of the vehicle
- 16.3.4.4 we replace the vehicle

16.3.5 This car hire option includes

- 16.3.5.1 unlimited kilometers
- 16.3.5.2 car accident damage cover
- 16.3.5.3 car theft cover
- 16.3.5.4 airport surcharge
- 16.3.5.5 tourism levy
- 16.3.5.6 delivery or collection up to 25km from the nearest car hire company contracted by us
- 16.3.5.7 two declared drivers being you, your spouse or the usual driver of the vehicle named in the schedule.

16.3.6 We will not pay

- 16.3.6.1 delivery or collection fees for more than 25kms from the nearest car hire company contracted by us
- 16.3.6.2 the cost of any extra declared drivers
- 16.3.6.3 one-way drop-off fees
- 16.3.6.4 the fuel deposit

- 16.3.6.5 administration fees for traffic fines
 - 16.3.6.6 breakage of windscreens/windows
 - 16.3.6.7 any excess included in any policy covering the hired vehicle
 - 16.3.6.8 for water and undercarriage damage to the hired car
 - 16.3.6.9 costs associated with the operation of the hired car
 - 16.3.6.10 traffic fines
 - 16.3.6.11 the difference in costs between the car-hire group you selected (shown on your policy schedule) and a more expensive car hire group.
 - 16.3.7 You must have a valid credit card issued in your name with which to pay the car hire company for the above fees and excess. It is also your responsibility to find out what these costs are when you take delivery of the hired car.
 - 16.3.8 We will arrange a hired car for you only in the Republic of South Africa.
 - 16.3.9 If you need a hired car in Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi or Mozambique, you may hire a car from a recognized car hire company in those countries. You must pay for it and send us a copy of the invoice together with the other documentation relating to your claim and we will reimburse you subject to us not paying more than what it would have cost us if we had arranged the hired car in the Republic of South Africa.
- 16.4 **4X4 Cover. Only applies if indicated in the schedule that 4X4 Cover is included for the vehicle.**
- 16.4.1 **Extended Territorial Limits**
- The territorial limits (see 13.1.1) are extended to include Angola, Zambia, Kenya, Tanzania, Burundi, Rwanda and the Democratic Republic of the Congo (DRC), subject to all the following:
- 16.4.1.1 It is your responsibility to arrange for the vehicle to be returned to the Republic of South Africa. Once the vehicle is here, your claim will then be handled as if the loss or damage had occurred here.
 - 16.4.1.2 If in your view it will be uneconomical to repair the vehicle and you do not return it to the RSA, you will have to prove to our satisfaction that this is the case. The wreckage will belong to you to dispose of as you wish and we will deduct 20% off the settlement figure in respect of the vehicle, this being an allowance for the wreck. The 20% deduction is in addition to any applicable excesses.
- 16.4.2 **Emergency Repairs**
- The amount mentioned in point 3.2 for emergency repairs is increased to R15 000.
- 16.4.3 **Winching Equipment**
- We will indemnify you up to R15 000 for sudden and unforeseen mechanical or electrical breakdown, failure or breakage of the winching equipment fitted to the vehicle provided this is not
- 16.4.3.1 associated with defective design, defective parts, defective repair or operation of the winching equipment beyond the stipulated levels recommended by the manufacturer or supplier
 - 16.4.3.2 because of wear, tear or gradual deterioration of the equipment's consumable parts or components.
- 16.4.4 **Repatriation Costs**
- Provided you have a valid claim under this section, we will indemnify you up to R25 000 in respect of the reasonable costs you incur in returning the vehicle to the RSA in terms of 16.4.1.1 above.

16.4.5 Extinguishing Costs

We will indemnify you up to R5 000 in respect of the reasonable costs relating to extinguishing or fighting fire if the fire posed a danger to your vehicle provided you are legally liable for these costs.

16.4.6 Personal Documents

We will indemnify you up to R5 000 in respect of the reasonable costs for replacing lost or damaged

16.4.6.1 personal documents being your identity documents, passports, visas and vaccination certificates

16.4.6.2 printed road maps or permits which allow the vehicle entry into or exit from countries.

16.4.7 Medical Expenses

The amount mentioned in point 7 for Medical Expenses is increased to R25 000 per event.

16.4.8 Loss of Keys

We will indemnify you in respect of the reasonable costs for replacing locks and keys, including any remote controls and, if necessary, the reprogramming of any coded security system, all of the vehicles. The indemnity will follow after

16.4.8.1 the disappearance or theft of the keys or remote controls

16.4.8.2 the reasonable belief that an unauthorized person may be in possession of a duplicate key or remote control

16.4.8.3 damage to the locks.

16.4.9 Wreckage Removal

Provided you have a valid claim under this section, we will indemnify you up to R1 000 for the reasonable costs of cleaning up and removing debris and wreckage of the vehicle.

16.4.10 Head, Tail or Spotlights

We will indemnify you for the reasonable costs of replacing any accidentally damaged head, tail or fitted spotlights even if there is no other damage to the vehicle subject to the windscreen excess applying to this claim.

16.4.11 Tow-in and Safeguarding after Mechanical Breakdown

The amount mentioned in point 4 for safeguarding and towing the vehicle following mechanical breakdown is increased to R2 500.

16.4.12 Trauma Treatment

The amount mentioned in point 8 for trauma treatment following hijacking is increased to R10 000.

16.4.13 Emergency Accommodation

The amount mentioned in point 6 for accommodation costs is increased to R6 000.

16.4.14 Compensation for Car Hire

If the vehicle is accidentally damaged or stolen whilst it is not within the RSA and you have a valid claim under this section, we will indemnify you up to R500 per day in respect of the costs you incur for the hire of a similar vehicle subject to the following limitations:

16.4.14.1 Your vehicle must be unusable or is being repaired or is damaged and cannot be economically repaired (see 16.4.1.2) or has been stolen.

16.4.14.2 We will not pay any car hire costs you incurred for the first three day after the loss or damage to your vehicle.

16.4.14.3 We will only reimburse you for car hire costs up to the date that your vehicle is satisfactorily repaired, or, the date on which we settle your claim by making a cash payment, or, the date on which we replace your vehicle, whichever occurs first subject to a maximum of 30 consecutive days.

16.5 Luxury Vehicle Extension. Only applies if indicated in the schedule that this optional extension has been selected.

16.5.1 Emergency Repairs

The amount mentioned in point 3.2 for emergency repairs is increased to R16 000.

16.5.2 Loss of Keys

We will indemnify you in respect of the reasonable costs for replacing locks and keys, including any remote controls and, if necessary, the reprogramming of any coded security system all of the vehicle. This indemnity will follow after

16.5.2.1 the disappearance or theft of the keys or remote controls

16.5.2.2 the reasonable belief that an unauthorized person may be in possession of a duplicate key or remote control

16.5.2.3 damage to the locks.

16.5.3 Head, Tail or Spotlights

We will indemnify you for the reasonable costs of replacing any accidentally damaged head, tail or fitted spotlights even if there is no other damage to the vehicle subject to the windscreen excess applying to this claim.

16.5.4 Extinguishing Costs

We will indemnify you up to R5 000 in respect of the reasonable costs relating to extinguishing or fighting fire if the fire posed a danger to your vehicle provided you are legally liable for these costs.

16.5.5 Wreckage Removal

Provided you have a valid claim under this section, we will indemnify you up to R1 000 for the reasonable costs of cleaning up and removing debris and wreckage of the vehicle.

16.5.6 Tow-in and Safeguarding after Mechanical Breakdown

The amount mentioned in point 4 for safeguarding and towing the vehicle following mechanical breakdown is increased to R3 500.

16.5.7 Emergency Accommodation

The amount mentioned in point 6 for accommodation costs is increased to R10 000.

16.5.8 No Excess for New Vehicles

If a claim for the vehicle is being settled in terms of point 2.2, and at the time of the loss or damage it was being driven by or was in the control of you, your spouse, or the usual driver named in the schedule, the Basic Excess and Theft Excess will be waived. All other excesses remain applicable.

Motor Cycles

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and spouse
- 1.2 vehicle means a motor cycle or motor scooter (with or without side-car) listed in the schedule and owned by you
- 1.3 sum insured means the amount stated in the schedule for the vehicle.

2. Basis of Settlement

If the vehicle or any part of it is lost or damaged we will by payment or at our choice by repair or replacement indemnify you provided that

- 2.1 the maximum we will pay will be the sum insured or the reasonable market value of the vehicle at the time of loss or damage whichever is lower less the first amount payable (excess)
- 2.2 if any replacement part or fitment necessary for the repair of damage to the vehicle is not available as standard (ready manufactured) within the country in which the vehicle is being held for repair we will not be liable for more than the maker's latest list price in the country of origin plus import duty and the reasonable cost of freight (other than by air) as well as the estimated cost of fitting
- 2.3 if you declare on the claim form that the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

3. Protection and Repair

If insured loss or damage occurs

- 3.1 we will pay the reasonable cost of protection and removal of the vehicle to the nearest repairer
- 3.2 you may authorise repairs up to R5 000 without our consent provided a detailed quotation is immediately given to us.

4. Tow-in and Safeguarding After Mechanical Breakdown

Following a mechanical or electrical breakdown of the vehicle, we will pay for the reasonable cost of safeguarding and towing the vehicle, up to a maximum of R1 000 inclusive.

5. Delivery After Repair

After repair of damage covered under this section, we will pay the reasonable cost of delivering the vehicle to your address stated in the schedule from anywhere within the territorial limits except Malawi, Mozambique and Zimbabwe.

6. Emergency Accommodation

If you cannot complete your journey in the vehicle following loss or damage covered under this section, we will indemnify you for up to two nights accommodation costs actually incurred for you and a passenger travelling with you subject to a maximum of R5 000 in total.

7. Emergency Costs

We will indemnify you up to R5 000 in respect of costs for emergency services you are liable to pay to any public authority following loss or damage to your vehicle which is covered under this section.

8. Special Exclusions Relating to the Vehicle

We will not be liable for

- 8.1 theft of accessories unless the vehicle is stolen at the same time

- 8.2 more than R500 in total for accessories (unless supplied by the manufacturer of the vehicle when new)
- 8.3 any type of radio and other sound reproduction equipment
- 8.4 depreciation, wear and tear, mechanical or electrical breakdown, gradually operating causes, failure or breakage
- 8.5 loss or damage caused by rust, corrosion, mildew, moth, insects, domestic pets, the action of light or atmospheric conditions
- 8.6 damage to tyres unless some other part of the vehicle is damaged at the same time.

9. Liability to Third Parties

- 9.1 In the event of an accident caused by or in connection with the vehicle we will indemnify you against all sums including claimant's costs and expenses for which you become legally liable following
 - 9.1.1 death of or bodily injury to any person
 - 9.1.2 damage to property.
- 9.2 We will pay costs and expenses incurred with our written consent.
- 9.3 We may arrange for
 - 9.3.1 representation at any inquiry into death
 - 9.3.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.
- 9.4 In terms of liability to third parties 9.1 and 9.2 above we will
 - 9.4.1 indemnify any person who is driving or using the vehicle with your permission provided such person
 - 9.4.1.1 is not entitled to indemnity under any other policy
 - 9.4.1.2 as though he were you is subject to the terms of the policy as far as they can apply
 - 9.4.1.3 has not been refused any motor vehicle insurance.

10. Special Exclusions Relating to Liability to Third Parties

We will not be liable for

- 10.1 death of or bodily injury to
 - 10.1.1 a member of your family normally resident with you
 - 10.1.2 an employee, other than your domestic staff, of yours or your family who is killed or injured in the course of such employment
- 10.2 damage to property belonging to or held in trust by or in the custody or control of you or your family
- 10.3 so much of any compensation provided or insurable in terms of any motor vehicle insurance legislation
- 10.4 more than R200 000 including all costs and expenses for death of or bodily injury to persons travelling on or mounting or dismounting from the vehicle
- 10.5 more than R5 000 000 including all costs expenses for any one accident or series of accidents arising out of one event.

11. Special Exclusions Relating to the Entire Motor Cycle Section

- 11.1 We will not be liable for loss, damage, injury or liability caused, sustained or incurred
 - 11.1.1 outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe except for loss or damage to the vehicle while in transit by water between ports in the territorial limits

- 11.1.2 while the vehicle is being used
 - 11.1.2.1 other than in accordance with the Class of Use (see 12.2)
 - 11.1.2.2 by you (or any person with your consent) unless licensed to drive the vehicle in terms of legislation applying to the country in which the vehicle is being used. This exclusion will not apply if the vehicle is being driven by a learner driver with your consent provided the legislation relating to learner drivers is being complied with
 - 11.1.2.3 by you while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your blood exceeds the statutory limit
 - 11.1.2.4 by any person, with your consent, who is under the influence of intoxicating liquor or drugs or whose concentration of alcohol in their blood exceeds the statutory limit
 - 11.1.2.5 in a condition which does not comply with the provisions and regulations of The Road Traffic Ordinance of the Republic of South Africa or any similar legislation which applies to the territorial limits referred to in special exclusion 11.1.1 of this section.

11.2 We will not be liable for any claim arising out of contract or agreement which would not have attached in the absence of such contract or agreement.

12. Special Conditions

12.1 First Amount Payable (Excess)

In the event of loss or damage to the vehicle you will be responsible for the first amount payable (excess) stated in the schedule. You must immediately repay us any first amount payable we may have paid.

12.2 Class of Use

The vehicle may only be used in accordance with the class of use stated in the schedule and defined below.

Use O: Social Use (Excluding to work and back)

Social and domestic purposes EXCLUDING travelling to and from your place of employment, business or professional purposes, hiring, carriage of passengers for hire or carriage of fare paying passengers, commercial travelling, driving instruction for reward, racing, speed or other contests, rallies, trials, whilst on a race track, circuit or test circuit or use for any purpose in connection with the motor trade.

Use 1: Private Use (Including to work and back)

Social and domestic purposes and travelling to and from your place of employment EXCLUDING business or professional purposes, hiring, carriage of passengers for hire or carriage of fare paying passengers, commercial travelling, driving instruction for reward, racing, speed or other contests, rallies, trials, whilst on a race track, circuit or test circuit or use for any purpose in connection with the motor trade.

Use 2: Business and Professional Use

Social, domestic, business and professional purposes EXCLUDING hiring, carriage of passengers for hire or carriage of fare paying passengers, driving instruction for reward, racing, speed or other contests, rallies, trials, whilst on a race track, circuit or test circuit or use for any purpose in connection with the motor trade.

The term "motor trade" will not invalidate any cover provided to you while the vehicle is in the custody or control of any member of the motor trade and used only for its maintenance or repair.

12.3 **Traffic Offences**

You must notify us in writing immediately you know of

12.3.1 the endorsement, suspension or cancellation of any driving licence issued to you or your authorised driver

12.3.2 any driver of the vehicle being charged with or convicted of reckless, negligent or inconsiderate driving.

12.4 **Care of the Vehicle**

You must take all reasonable steps to safeguard and protect the vehicle and maintain it in accordance with the roadworthy requirements of any legislation applying within the territorial limits. We will have access to examine the vehicle or any part of it at any time.

12.5 **Indemnity to Others**

If more than one person is entitled to indemnity by this section any limitation applies to the total amount of indemnity and you will receive priority.

13. **Clauses**

13.1 **Third Party, Fire and Theft. Applies if the schedule shows the Cover as “Third Party, Fire and Theft”**

13.1.1 Basis of Settlement (see point 2) is restated

2. Basis of Settlement

If the vehicle or any part of it is lost or damaged by fire, lightning, explosion, theft or attempted theft we will by payment or at our choice by repair or replacement indemnify you provided that

2.1 the maximum we will pay will be the sum insured or the reasonable market value of the vehicle at the time of loss or damage whichever is lower less the first amount payable (excess)

2.2 if you declare on the claim form that the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

13.1.2 The following are deleted

Tow-in and Safeguarding After Mechanical Breakdown *(see point 4)*

Emergency Accommodation *(see point 6)*

13.2 **Third Party. Applies if the schedule shows the Cover as “Third Party Only”**

The following are deleted

Basis of Settlement *(see point 2)*

Protection and Repair *(see point 3)*

Tow-in and Safeguarding After Mechanical Breakdown *(see point 4)*

Delivery After Repair *(see point 5)*

Emergency Accommodation *(see point 6)*

Caravans and Trailers

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and spouse
- 1.2 vehicle means a caravan (including its permanent fittings) or trailer without means of self-propulsion, designed to be pulled by a self-propelled vehicle, listed in the schedule and owned by you
- 1.3 sum insured means the amount stated in the schedule for the vehicle.

2. Basis of settlement

If the vehicle or any part of it is lost or damaged we will by payment or at our choice by repair or replacement indemnify you provided that

- 2.1 the maximum we will pay will be the sum insured or the reasonable market value of the vehicle at the time of loss or damage whichever is lower less the first amount payable (excess)
- 2.2 if any replacement part or fitment necessary for the repair of damage to the vehicle is not available as standard (ready manufactured) within the country in which the vehicle is being held for repair we will not be liable for more than the maker's latest list price in the country of origin plus import duty and the reasonable cost of freight (other than by air) as well as the estimated cost of fitting
- 2.3 if you declare on the claim form that the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

3. Protection and Repair

If insured loss or damage occurs

- 3.1 we will pay the reasonable cost of protection and removal of the vehicle to the nearest repairer
- 3.2 you may authorise repairs up to R750 without our consent provided a detailed quotation is immediately given to us.

4. Tow-in and Safeguarding After Mechanical Breakdown

Following a mechanical or electrical breakdown of the vehicle, we will pay for the reasonable cost of safeguarding and towing the vehicle, up to a maximum of R1 000 inclusive.

5. Delivery after Repair

After repair of damage covered under this section, we will pay the reasonable cost of delivering the vehicle to your address stated in the schedule from anywhere within the territorial limits except Malawi, Mozambique and Zimbabwe.

6. Emergency Costs

We will indemnify you up to R5 000 in respect of costs for emergency services you are liable to pay to any public authority following loss or damage to your vehicle which is covered under this section.

7. Special Exclusions Relating to the Vehicle

We will not be liable for

- 7.1 depreciation, wear and tear, mechanical or electrical breakdown, gradually operating causes, failure or breakage
- 7.2 loss or damage caused by rust, corrosion, mildew, moth, insects, domestic pets, the action of light or atmospheric conditions
- 7.3 damage to tyres unless some other part of the vehicle is damaged at the same time.

8. Liability to Third Parties

- 8.1 In the event of an accident caused by or in connection with the vehicle we will indemnify you against all sums including claimant's costs and expenses for which you become legally liable following
 - 8.1.1 death of or bodily injury to any person
 - 8.1.2 damage to property.
- 8.2 We will pay costs and expenses incurred with our written consent.
- 8.3 We may arrange for
 - 8.3.1 representation at any inquiry into death
 - 8.3.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.

9. Special Exclusions Relating to Liability to Third Parties

We will not be liable for

- 9.1 death of or bodily injury to
 - 9.1.1 a person being carried in the vehicle
 - 9.1.2 a member of your family normally resident with you
 - 9.1.3 an employee, other than your domestic staff, of yours or your family who is killed or injured in the course of such employment
- 9.2 damage to property
 - 9.2.1 belonging to or held in trust by or in the custody or control of you or your family
 - 9.2.2 being carried in the vehicle
- 9.3 so much of any compensation provided or insurable in terms of any motor vehicle insurance legislation
- 9.4 more than R5 000 000 including all costs expenses for any one accident or series of accidents arising out of one event provided that if at the time of an accident the vehicle is attached to a self-propelled vehicle insured under the Motor section of this policy, Liability to Third Parties (see 8 above) will be deemed to be deleted.

10. Special Exclusions Relating to the Entire Caravan and Trailer Section

- 10.1 We will not be liable for loss, damage, injury or liability caused, sustained or incurred
 - 10.1.1 outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe except for loss or damage to the vehicle while in transit by water between ports in the territorial limits
 - 10.1.2 while the vehicle is being used
 - 10.1.2.1 for purposes other than social domestic and pleasure
 - 10.1.2.2 in a condition which does not comply with the provisions and regulations of The Road Traffic Ordinance of the Republic of South Africa or any similar legislation which applies to the territorial limits referred to in special exclusion 10.1.1 of this section
 - 10.1.3 while the vehicle is attached to a self-propelled vehicle being driven
 - 10.1.3.1 by you (or any person with your consent) unless licensed to drive the self-propelled vehicle in terms of legislation applying to the territory in which the vehicle is being driven or used. This exclusion will not apply if the self-propelled vehicle is being driven by a learner driver (with your consent) provided the legislation relating to learner drivers is being complied with

10.1.3.2 by you while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your blood exceeds the statutory limit

10.1.3.3 by any person, with your consent, who is under the influence of intoxicating liquor or drugs

10.1.4 by fraud or dishonesty by any person to whom the vehicle is on loan or hire.

10.2 We will not be liable for any claim arising out of contract or agreement which would not have attached in the absence of such contract or agreement.

11. Special Conditions

11.1 First Amount Payable (excess)

In the event of loss or damage to the vehicle you will be responsible for the first amount payable (excess) stated in the schedule. You must immediately repay us any first amount payable we may have paid.

11.2 Traffic Offences

You must notify us in writing immediately you know of the endorsement, suspension or cancellation of any driving licence issued to you or your authorised driver

11.3 Care of the Vehicle

You must take all reasonable steps to safeguard and protect the vehicle and maintain it in accordance with the roadworthy requirements of any legislation applying within the territorial limits. We will have access to examine the vehicle or any part of it at any time.

11.4 Indemnity to Others

If more than one person is entitled to indemnity by this section any limitation applies to the total amount of indemnity and you will receive priority.

Small Craft

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and spouse
- 1.2 vessel means a yacht or motor boat (excluding vessels with a maximum speed exceeding 70km/hour and/or more than 8 metres long) listed in the schedule and owned by you, and is deemed to consist of the hull, motors and other fittings and/or accessories that would normally be sold with the vessel, but EXCLUDING the trailer and/or sextants, nautical books, oilskins, sea boots and yachting clothes and any other additional or special equipment
- 1.3 sum insured means the amount stated in the schedule for the vessel.

2. Basis of Settlement

If the vessel or any part of it is lost or damaged we will by payment or at our choice by repair or replacement indemnify you provided that

- 2.1 the maximum we will pay will be the sum insured or the reasonable market value of the vessel at the time of loss or damage whichever is lower less the first amount payable (excess)
- 2.2 if the vessel at the time of any loss or damage is of greater value than the sum insured, you will be your own insurer for the difference and will bear a rateable proportion of the loss
- 2.3 if within 60 months of its purchase as a new vessel by you the vessel is
 - 2.3.1 stolen or sunk and not recovered
 - 2.3.2 damaged and the assessed cost of repairs exceeds 60% of the current retail price of the same model vessel as new

the maximum we will pay will be the purchase price at the time of the loss or damage of the same model vessel as new or the sum insured whichever is lower less the first amount payable (excess)

- 2.4 if the vessel is
 - 2.4.1 stolen or sunk and not recovered
 - 2.4.2 damaged and we treat the vessel as a total loss
- in addition to 2.1 or 2.3 above, if the reasonable market value of the vessel (or the current purchase price in terms of 2.3 above if applicable) is less than the amount owing by you under a valid instalment sale or lease agreement, we will pay the difference (subject to the total payments including the payments under 2.1 or 2.3 above not exceeding the sum insured) less
- 2.4.3 any payments or instalments in arrears
 - 2.4.4 early settlement penalties or discounts
 - 2.4.5 any other amounts refundable to you
 - 2.4.6 the first amount payable
 - 2.4.7 any shortfall resulting from the vessel being underinsured and the application of 2.2 above

- 2.5 if any replacement part or fitment necessary for the repair of damage to the vessel is not available as standard (ready manufactured) within the Republic of South Africa, we will not be liable for more than the makers latest list price in the country of origin plus import duty and the reasonable cost of freight (other than by air) as well as the estimated cost of fitting
- 2.6 if you declare on the claim form that the vessel is the subject of an instalment sale or lease agreement, any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

3. Inspection of the Hull After Stranding, Sinking or Collision

We will indemnify you in respect of the reasonable costs incurred by you to inspect the hull of the vessel for possible damage that may have occurred due to stranding, sinking or collision.

4. Cost to Prevent a Loss

We will indemnify you in respect of the reasonable costs incurred by you to prevent or reduce loss or damage covered under this section.

5. Protection and Repair

If insured loss or damage occurs and the vessel is not in working order

5.1 we will pay the reasonable cost of protection and removal of the vessel to the nearest repairer

5.2 you may authorize repairs up to R5 000 without our consent provided a detailed quotation is immediately given to us.

6. Delivery After Repair

After repair of damage covered under this section we will pay the reasonable cost to deliver the vessel to the address where you normally keep your vessel.

7. Salvage Costs

We will indemnify you in respect of the reasonable cost you incur, with our written consent, for salvaging (lifting out, removal or destruction of the wreckage) the vessel.

8. Medical Expenses

If any occupant of the vessel sustains bodily injury as a direct result of sinking or collision, we will pay the medical expenses in connection with the injury up to R5 000 for each occupant injured.

9. Emergency Costs

We will indemnify you up to R5 000 in respect of costs for emergency services you are liable to pay to any public authority following loss or damage to your vessel which is covered under this section.

10. Emergency Accommodation

If you cannot complete your journey in the vessel following loss or damage covered under this section, we will indemnify you for up to two nights accommodation costs actually incurred for you and any passenger travelling with you subject to a maximum of R5 000 in total.

11. Trauma Treatment

If you suffer a hijacking or attempted hijacking of the vessel, we will pay for trauma treatment given by a registered professional counsellor up to R5 000 in total.

12. Special Exclusions Relating to the Vessel

We will not be liable for

12.1 the first amount payable (excess) stated in the schedule of any claim (or in the policy wording if more specific and greater)

12.2 a first amount payable (excess) of R1 000 in addition to the first amount payable (excess) under 12.1 above of any claim resulting from loss or damage while the vessel is being

12.2.1 launched through the surf from the time the vessel enters the water until it is 100 metres beyond the wave line

12.2.2 landed through the surf from the time the vessel is within 100 metres of the wave line until it is out of the water

12.3 loss or damage as a result of

- 12.3.1 gradual causes (such as wear, tear, rust, mildew, corrosion, decay, deterioration from use)
- 12.3.2 mechanical, electrical or electronic breakdown, failures, or breakages including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage
- 12.3.3 scratching, bruising or denting arising from transit, loading or off loading
- 12.4 loss or damage
 - 12.4.1 caused by household pests (such as rodents, ants and moths)
 - 12.4.2 caused by cleaning, repairing, restoring or maintenance
 - 12.4.3 caused by the action of light or atmospheric conditions
 - 12.4.4 caused by a latent defect in the vessel's design or construction
 - 12.4.5 to sails and protective covers torn by wind or blown away while being hoisted
 - 12.4.6 caused by the vessel not being seaworthy (means in a condition that it is not safe to be used on water)
 - 12.4.7 of or to fixtures, fittings, equipment or outboard motors that are not securely bolted to the vessel
 - 12.4.8 jetskis or wet bikes in the open or on a trailer if left unattended
- 12.5 depreciation in value whether from repairs or otherwise
- 12.6 the cost of making good a glitter or decorative finish other than the surface area actually damaged.

13. Liability to Third Parties

- 13.1 In the event of an accident caused by or in connection with the vessel we will indemnify you against all sums including claimant's costs and expenses for which you become legally liable following
 - 13.1.1 death of or bodily injury to any person
 - 13.1.2 damage to property.
- 13.2 In terms of liability to third parties 13.1 above we will indemnify any person who is piloting the vessel with your permission provided such person
 - 13.2.1 is not entitled to indemnity under any other policy
 - 13.2.2 as though he were you is subject to the terms of the policy as far as they can apply
 - 13.2.3 has not been refused any insurance for a sailboat, motorboat or small water craft.
- 13.3 In terms of liability to third parties 13.1 above we will indemnify a water-skier or parasailor whilst being towed by the vessel provided such person
 - 13.3.1 is not entitled to indemnity under any other policy
 - 13.3.2 as though he were you is subject to the terms of the policy as far as they can apply.

14. Special Exclusions Relating to Liability to Third Parties

We will not be liable for

- 14.1 more than R2 000 000 including all costs and expenses for any one accident or series of accidents arising out of one event
- 14.2 death of or bodily injury to
 - 14.2.1 a member of your family
 - 14.2.2 any person employed by you under a contract of service or apprenticeship who is killed or injured in the course of such employment
- 14.3 loss of or damage to property belonging to or held in trust by or in the custody or control of you or your family

- 14.4 loss, damage, injury or liability
 - 14.4.1 arising whilst the vessel is being towed by any motor vehicle
 - 14.4.2 involving a trailer except when intentionally not coupled to a towing vehicle
 - 14.4.3 arising whilst the vessel is not seaworthy (means in a condition that it is not safe to be used on water)
 - 14.4.4 accepted by agreement which would not have attached in the absence of the agreement.

15. Special Exclusions Relating to the Entire Small Craft Section

We will not be liable for any loss, damage, injury or liability caused, sustained or incurred

- 15.1 outside the territorial limits of Namibia and the Republic of South Africa and, subject to a maximum cruising limit of 25 nautical miles, off the coast of these countries and Botswana, Lesotho and Swaziland
- 15.2 while the vessel is let out on hire or charter or used in connection with any business, trade or occupation or for other than private purposes
- 15.3 while the vessel is being used for racing of any type, speed or other contests of any type, competitions or tests (including regattas), or trials in connection therewith. This exclusion will not apply if the vessel is a sailing boat or yacht and the vessel is only under sail power.
- 15.4 while the vessel is being piloted by a person who does not hold a valid skipper's licence required in terms of relevant shipping legislation or whilst the vessel or the pilot does not comply with the relevant legislation applicable to the use of the vessel.

16. Special Conditions Relating to the Entire Small Craft Section

It is a condition of this insurance that

- 16.1 the vessel is conveyed on a properly constructed and designed trailer or in or on a suitably modified vehicle
- 16.2 where the vessel is being launched through surf or being used on the open sea, the vessel be fitted with at least two motors in workable and readily usable condition.

Legal Costs and Legal Expenses

1. Definitions

For this section

- 1.1 you means the person in whose name this policy is issued and members of your immediate family normally resident with you
- 1.2 limit means the amount reflected below under point 4 – Cover Provided.

2. Indemnity to You

We will indemnify you up to the limit in respect of your legal costs and legal expenses in connection with

- 2.1 an event that leads to a civil legal action brought by you or against you in your private capacity
- 2.2 an event that leads to your defence against a criminal charge
- 2.3 an event that leads to a legal action by or against you in a labour court
- 2.4 any legal action in connection with family matters, for example, divorce action, child custody disputes, maintenance suits and access to children
- 2.5 identity theft that leads to real or potential prejudice and results in legal liability or financial loss or both because of the fraudulent use of your personal information and identity by an unknown person or institution. We do not cover any identity theft caused by your own negligence.

3. Basis of Indemnity and Limits of Compensation

- 3.1 Legal costs and legal expenses are based on our tariff rate. The rate is revised from time to time and you may ask for it at any time.
- 3.2 Our cover for legal costs and legal expenses is further limited to claims of not more than two events at any one time.
- 3.3 We will pay legal costs and legal expenses for a single claim or series of claims resulting from a single event, but limited to the amount reflected below under point 4 – Cover Provided.

4. Cover Provided

- 4.1 If the schedule reflects a sum insured of R30 000, the cover provided in terms of this section is as follows:
 - 4.1.1 Family matters
 - per household - R6 000
 - per spouse - R3 000
 - 4.1.2 Any other insured matter - R30 000
- 4.2 If the schedule reflects a sum insured of R60 000, the cover provided in terms of this section is as follows:
 - 4.2.1 Family matters
 - per household - R12 000
 - per spouse - R6 000
 - 4.2.2 Any other insured matter - R60 000
- 4.3 If the schedule reflects a sum insured of R100 000, the cover provided in terms of this section is as follows:
 - 4.3.1 Family matters
 - per household - R20 000
 - per spouse - R10 000
 - 4.3.2 Any other insured matter - R100 000

5. Waiting periods

Certain events are only covered after a waiting period (after the inception date of this section) has ended, as follows:

- | | | |
|-----|--------------------------|---|
| 5.1 | Family matters | - 6 months from the inception date |
| 5.2 | Any other insured matter | - 3 months from the inception date |
| 5.3 | Legal Advice | - Immediate cover from the inception date |

6. First Amount Payable (Excess)

In respect of certain events there is a first amount payable (excess) for which you are responsible, as follows:

- | | | |
|-----|--------------------------|--------|
| 6.1 | Family matters | - R250 |
| 6.2 | Legal Advice | - Nil |
| 6.3 | Any other insured matter | - Nil |

7. Preferred Attorney

Our compensation for legal costs and legal expenses is based on our tariff rate which is charged by our preferred attorneys. Should you decide not to use one of our preferred attorneys, you will be personally liable for the difference between our tariff rate and the rate charged by an attorney appointed by you.

8. Bills of Costs

You must send all bills of costs to us for approval.

9. Recovery

If any legal costs and legal expenses are recovered from another party, these must be paid to us.

10. Family Matters

If you claim legal costs and legal expenses for a legal action relating to family matters, you may not claim again for these until 12 consecutive months have passed from the date on which the legal action was settled or the court has made an award.

11. Claims Falling Under the Jurisdiction of the Small Claims Court

All civil matters falling under the jurisdiction of the Small Claims court must be heard in the Small Claims Court.

12. Appeals and Arbitration Matters

Appeals and arbitration matters are not covered in terms of this section. We may however, at our discretion, determine the merits of the case and decide to pay the legal costs and legal expenses.

13. Letting or Renting

Letting or renting of residential and/or commercial property by or on behalf of a landlord is not covered in terms of this section. We may however, at our discretion, determine the merits of a claim and decide to pay the legal costs and legal expenses.

14. Consent

You must obtain our written consent before you incur any legal costs and legal expenses, otherwise we may reject your claim.

15. Exclusions

We will not be liable for

- 15.1 legal costs and legal expenses for an event in connection with

- 15.1.1 your business or occupation, property renting or letting by or on behalf of a landlord, professional sports, copyrights, patent rights or other similar rights
- 15.1.2 the use of a vehicle, watercraft or aircraft all powered by an engine, for racing
- 15.1.3 a wrongful act that endangers the safety of the State, or which is aimed at overthrowing the Government
- 15.1.4 compensation that is in conflict with legislation
- 15.1.5 a wrongful act or omission where violence, dishonesty or immorality is an element. We may however, at our discretion, decide the merits of the case and decide to pay the legal costs and legal expenses
- 15.1.6 a civil legal action instituted by you against your attorney in his professional capacity
- 15.1.7 a civil legal action contemplated or instituted between parties (you, your spouse and your children) covered under this section. This exclusion does not apply to family matters
- 15.1.8 any action involving us
- 15.1.9 a vehicle involved in an accident and any of the following applies at the time of the accident
 - 15.1.9.1 the vehicle is driven by you while you are under the influence of intoxicating liquor or drugs, or your blood or breath alcohol concentration is more than the legal limit, or you do not have a licence to drive your vehicle
 - 15.1.9.2 the vehicle is driven by a person with your express or implied permission and does not have a licence to drive your vehicle
 - 15.1.9.3 the vehicle does not have a valid motor vehicle licence
 - 15.1.9.4 the vehicle is not roadworthy
- 15.1.10 a traffic offence for which an admission of guilt has been issued
- 15.1.11 the recovery or payment of any excess for any insurance
- 15.1.12 any matter that happened before the start of the policy or during the waiting period
- 15.1.13 any matter that falls outside our tariff structure and that we did not authorize
- 15.1.14 amounts due to your legal representatives that cannot be considered as legal costs and legal expenses under our tariff rate
- 15.1.15 application procedures and ex-parte applications you bring or that you must defend
- 15.2 legal costs and legal expenses for any actual or contemplated legal action outside the Republic of South Africa
- 15.3 legal costs and legal expenses if
 - 15.3.1 the legal action is continued or defended in a way that differs from the advice of the attorney or advocate who represents you
 - 15.3.2 you do not give timely, proper instructions and complete information to our attorney or advocate
 - 15.3.3 the legal costs and legal expenses are for non-litigious matters including applications, for example, for adoption, servitude, declaration of rights, appeals, administration of estates, drafting of legal contracts and debt counselling
 - 15.3.4 you have other insurance for legal costs and legal expenses and do not tell us, or you prejudice our rights to claim pro rata compensation, fair compensation, or both.

SASRIA (Riot)

SASRIA insurance (generally known as unrest, riot, strike or public disorder cover) will be arranged for the property insured by the Buildings, Contents, All Risks, Motor, Motor Cycles, Caravans and Trailers, and Small Craft sections with SASRIA SOC Limited by us. This insurance is limited to events occurring in the Republic of South Africa only. The premium for this SASRIA cover is stated on the schedule and a separate policy/certificate is issued by us on behalf of SASRIA SOC Limited. Specimens of the policy/certificate wordings follow.

THE COUPON POLICY WORDING IN RESPECT OF PROPERTY COVERED UNDER THE BUILDINGS, CONTENTS, ALL RISKS AND SMALL CRAFT SECTIONS.

SASRIA SOC LIMITED

Reg. No. 1979/000287/06

COUPON POLICY FOR SPECIAL RISKS INSURANCE

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

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

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

PROVIDED that:

Notwithstanding anything to the contrary, where One Insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and or Motor) issued by or on behalf of SASRIA, the aggregate liability of SASRIA under all such Insurances shall be limited to the sum of R500 million, 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 Insureds 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 tenable;
- (b) loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;

(c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.

(d) NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

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

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

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

SPECIAL CONDITIONS

1. It is a condition precedent to any liability that at the time of the happening of any occurrence given rise to a loss in terms of this Coupon Policy there shall be in force the 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 in terms of 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 in terms of the attached Schedule shall at the commencement of any destruction of or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this consideration.
4. Any adjustment of Premium Clause or Condition in the 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 Insurers 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.

THE POLICY WORDING IN RESPECT OF PROPERTY COVERED UNDER THE MOTOR, MOTOR CYCLES AND CARAVAN AND TRAILER SECTIONS.

SASRIA SOC LIMITED

Reg. No. 1979/000287/06

MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS

in respect of property as defined

THE POLICY

DEFINITIONS

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

Wherever the word "property" is used it shall be deemed to mean any motor car or vehicle, trailer, implement or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst thereon. WHEREAS the Insured has paid the premium stated in the Schedule to this Policy (which schedule shall form an integral part of this Policy) to Sasria as consideration for the insurance hereinafter contained in respect of loss or damage occurring during the Period of Insurance stated in the Schedule of this Policy.

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

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

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

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

by the payment of a sum equaling the value of the said article at the time of the loss or damage but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa.

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

EXCEPTIONS

This Policy does not cover:

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

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

7. NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

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

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

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

CONDITIONS

1. Claims Procedure

On the 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 Company all such proofs and information in connection with the claim as may reasonably be required.

2. Subrogation

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

3. Contribution

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

4. Precautions

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

5. Transfer

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

6. Arbitration

(a) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine.

(b) Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration the award of the Arbitrator (s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against Sasria under this Policy.

7. Limitation

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

8. Average

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

9. Total Loss of Property

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

10. Premium

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

11. Validity

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

12. Alteration of Use of Property Insured

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

13. Territorial Limitation

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

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

16. Misrepresentation

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

17. Reporting Claims to Authorities

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

