

barker
insurance

the personal touch

Personal Insurance
Policy Wording



Hollard.

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



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Understanding
your policy



Introduction

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

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

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

The parties to this policy

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

- **The insurer**
 'We', 'us' and 'our' refer to **Barker Insurance, a division of The Hollard Insurance Company Limited (Hollard)**, registration number 1952/003004/06, a licensed Non-life insurer and an authorised Financial Services Provider.
 - Certain services and functions are performed by our service providers and administrators, as shown in your policy schedule's disclosure section.
 - The words 'we', 'us' and 'our' include our service providers and administrators, even though they are not parties to this policy.
- **The policyholder**
 'You' and 'your' refer to the policyholder named in the policy schedule who is the owner of this policy. The policyholder could be a natural person or a juristic entity:
 - **Natural person:** If the policyholder is a natural person, then the reference to 'you' and 'your' includes that person's partner and members of their family who are financially dependent on them and permanently live at the same address. If applicable, it includes that person's personal legal representatives.
 - **Juristic entity:** If the policyholder named in the policy schedule is a juristic entity (Company, Close Corporation or a Trust) then the reference to 'you' and 'your' includes the directors, members or trustees (as applicable).
- **The co-insured**
 The co-insured refers to another natural person or juristic entity (Company, Close Corporation or Trust) who has an insurable interest in only certain property which is insured under this policy. The co-insured named in the policy schedule is noted for their respective rights and interests applicable, the co-insured is also covered for their personal legal liability.

Key terms to understand

Schedule	The section of the policy that explains what you're covered for, and for how much. It also includes additional documents such as the Excess and Limit sections and endorsements applicable
Claim	When you ask us to compensate you for loss or damage
Loss	When the insured property is damaged and cannot be repaired; or we are of the view that it is uneconomical to repair; or if your property has been lost or stolen
Damage	When damage to your property can be repaired
Insured event	When something happens that you are allowed to claim for
Excess	The amount that you must pay for any claim

Why the Schedule is so important

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

- how much you pay in premiums and fees
- how much your excess is
- which parts of your property are covered by the policy
- what kinds of cover you have chosen
- what sums insured/limits you are covered for
- what your security requirements are.

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

How to contact us

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

Barker Insurance
PO Box 2015
Saxonwold
2132

Tel: 0861 227 537
Website: www.barker.co.za (Click on the "Contact" button at the top of the page)

How to complain

We hope that you never have reason to complain, but if you do, there are a couple of options available to you. While you may contact the Ombudsman at any time, or take legal action within 270 days of a claims decision, we would encourage you to please contact us at Barker Insurance first, and follow the five-step process below.

Step 1: Complain to the Barker Insurance team

If you have a complaint about this policy or the service you received from us, please contact us to discuss your complaint. If we do not accept a claim or if you don't agree with the amount of the claim, you may ask us to review our decision within 90 days of the date that you received our decision.

Step 2: Complain to the Hollard complaints team

Should your complaint not be resolved by the Barker Insurance team, please contact us on our dedicated complaints contact details and we will do our best to find a solution to your complaint. If we do not accept a claim or if you don't agree with the amount of the claim, you may ask us to review our decision within 90 days of the date that you received our decision.

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

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

Step 3: Complain to Hollard's Internal Adjudicator

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

Email: oia@hollard.co.za

Tel: 011 351 5652

Fax: 011 351 0801

Step 4: Complain to the Ombudsman

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

Complaints on how this policy was sold to you

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

The FAIS Ombud
PO Box 74571
Lynnwood Ridge
0040

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

The FAIS Ombud
Menlyn Central Office Building
125 Dallas Avenue
Waterkloof Glen
Pretoria, 0010
Email: info@faisombud.co.za
Web: www.faisombud.co.za

Complaints on anything else

The Ombudsman for Short-term Insurance provides a free and speedy complaints resolution process, and you may send your complaint to the Ombudsman on the following details:

The Ombudsman for Short-term Insurance
PO Box 32334
Braamfontein
2017

Tel: 011 726 8900
Fax: 011 726 5501
Email: info@osti.co.za
Web: www.osti.co.za

Step 5: Take legal action

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

Important information

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

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

Warning

- Do not sign any blank or partially completed application forms.
- Complete all forms in ink.
- Keep all documents handed to you.
- Make notes as to what is said to you.
- Do not be pressured into buying this Policy.
- Incorrect information or non-disclosure by you may impact on any claims arising from your contract of insurance.

Understanding all the legal stuff

This is a legal contract

This policy wording and the Schedule are simply a legal contract between you (the person listed in the Schedule) and us (Barker Insurance a division of The Hollard Insurance Co. Ltd, Reg. No: 1952/003004/06).

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

Making things as clear as possible

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

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

This is YOUR policy

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

Insurable interest

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

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

The privacy of your personal information

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

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

Sasria (Applies only in South Africa)

Sasria

Sasria SOC Ltd Reg: (1979/10002871/06) is an insurance company that covers your property for extraordinary, unusual insurance events. You have the choice to take out cover provided by Sasria for loss or damage to your property if it is caused by unrest, riot, strike or public disorder. The Sasria cover is not underwritten by us and it is provided according to the terms of the Sasria SOC Ltd coupon.

Sasria cover applies in South Africa only. Please turn to the end of this document for the full list of cover as described by Sasria itself.

Your responsibilities as the policyholder

Be aware of how we use this information

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

Keeping pace with inflation

Every year, your sums insured across all sections of cover will be increased by an appropriate percentage so that it keeps pace with inflation. At your policy anniversary date, the increased sum insured will be formally reflected in your Schedule, and your premiums will be adjusted accordingly.

It remains your responsibility to ensure that you are adequately insured at all times.

Example:

The sum insured of your home is R1 000 000. At renewal we will increase it by an inflation-linked percentage, for example 10%, which will increase your sum insured to R1 100 000 for the next 12 months. Even if we increase the sum insured by the inflation-linked percentage, it is still your responsibility to ensure that your sum insured is correct.

Prevent/minimise loss or damage

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

Tell us if you wish to cancel the policy

You may cancel the policy at any time. If we wish to cancel the policy, however, we must give you 31 days' written notice. If your policy is an annual one, we will have the right to keep a small portion of any premiums we refund to you.

Tell us of any changes

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

We are allowed to request a change in the policy from you – for example, an upgrade of your alarm system – provided we give you 31 days in which to do it.

You must give us all material information

Material information is essential information which can influence our decision whether to accept a risk at inception or during the period of insurance, to apply more conditions or to change your premium. You must give us all material information, and tell us within 21 days from the date that any material information changes.

Examples of material information: Your insurance claims history or your home's security measures.

- The most important changes you must tell us about are listed below, but there could be others:
 - If your home is unoccupied for more than 60 consecutive days.
 - If the security measures in your home changes.
 - When you alter, extend or renovate your home, notify us before you start.
 - If your policy schedule details are no longer accurate, for example you change your address or if you purchase new insured property.
 - If you are convicted of a criminal offence.
 - If you run a business from your home.
 - If another insurer declines to provide insurance, cancels or refuses to renew a life insurance or short-term insurance policy for you, anyone living with you or anyone who is covered under this policy.
- If any of your information is incomplete or incorrect at any time, our decision was based on incorrect information. This means we may not have agreed to cover or continue to cover your property with your current premium, limits or conditions.
 - We may cancel your policy from the date that you gave us incorrect information, or since there was a change in the risk that you did not tell us about. If we cancel, you lose your right to claim and we will refund the premiums we received after the cancellation date, less the claims amount we may have paid.
 - If we do not cancel your cover, we may then apply special conditions, a reduced sum insured, a reduced limit, an increase in the premium or a higher excess.

Avoid fraud

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

Examples of fraudulent behaviour are:

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

Observe all terms and conditions

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

Some conditions are so strict that they are actually guarantees on your part – for example, all jewellery and watches valued at more than the limit stated in the Schedule must be kept locked away in a safe.

Make sure you and the co-insured understand and comply with all terms, conditions, your responsibilities and the claims process. If you don't comply with them, it may result in us refusing to pay out for a claim.

Pay your premiums on time

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

Monthly premiums

Debit order date

Your premium is due on the 1st day of the calendar month and your cover runs for a calendar month.

- **First debit order:**
 - If your policy inception date is on the first of the month, we will debit your account on the first of the month with your full premium for cover from the first of the month until the last day of the month.

If your policy inception date is not on the first of the month, then you must pay a pro-rata premium for cover from your policy inception date until the last day of the month.

 - The pro rata premium can be paid into our bank account via electronic transfer.
 - Alternately we will debit your account with the total of your pro-rata premium plus your first month's full premium on the next debit order date.
 - If your first debit order fails, this policy will not start and you will not be covered.
- **Subsequent debit orders:** After your first debit order, we will cover you from the first of every subsequent month to the end of the month as long as you have paid the premium for that month.
- **Working days only:** Our debit orders operate on the first of every calendar month unless the 1st falls on a Sunday or public holiday, we will debit your bank account on the first working day before or after the Sunday or public holiday.

Grace period

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

Rejected and stopped debit order

If a debit order is rejected because of insufficient funds, we will debit your bank account with two months' premium on your next debit order date.

- If that collection is successful, your policy will continue.
- If that collection is not successful, your policy will end on midnight of the last day of the calendar month for which premium was received.

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

Changes to your policy

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

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

If cover ends

If your cover ends because you cancel it, we cancel it or there is a total loss claim, we will pay back that portion of the monthly premium which relates to the period after the date the cover ended. We have the right to keep a small portion of any premiums we refund to you, to cover our costs.

Annual premiums**EFT or direct deposit**

You must pay your annual premium via electronic fund transfer or direct deposit. We will provide you with the relevant banking details.

Period of insurance

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

Grace period

We allow a one month grace period (extra time) from your policy inception date and each policy anniversary date for you to pay your annual premium.

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

Changes to your policy

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

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

If cover ends

If your cover ends because you cancel it, we cancel it or there is a total loss claim, we will pay back that portion of the annual premium which relates to the period after the date the cover ended. We have the right to keep a small portion of any premiums we refund to you, to cover our costs.

How much we pay

We restore your original financial position

When we settle a claim with you, our objective is to leave you in the same financial position as you were before the loss occurred. This may be based on:

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

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

Example

Value

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

Salvage

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

This means that any salvage always becomes our property after we have paid out your claim.

We always decide how we pay out

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

You cannot claim more than the actual loss

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

Dual insurance

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

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

You cannot claim more than the sum insured

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

Example

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

How we may settle a third-party liability claim

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

We do not pay interest

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

How your excess works

- Your excess is the first amount that you must pay towards a claim under this policy. The excess for each benefit is listed in the Excess and Limit section of your policy schedule. The following are the different types of excesses which could apply to a claim:
 - **Basic excess:** This is the standard defaulted excess which will apply, which is stated in Policy limits and excesses schedule or on your policy schedule.
 - **Additional excess applied by Underwriter:** This is an extra amount in addition to your basic excess or voluntary excess. If additional excesses apply to you, we will show them in your policy schedule. More than one additional excess can be applied in the event of a claim.
 - **Voluntary excess:** This voluntary excess replaces the Basic excess and is an amount selected by you to enjoy a premium discount. If a voluntary excess was selected by you, we will show it in your policy schedule.
- Any excesses in the Excess and limit section of your policy schedule that are shown as rand amounts or percentages of the claim amount instead of the words 'Basic excess,' 'Voluntary excess' or 'Nil', will always have to be paid. This means that even if you chose a **nil basic or voluntary excess** you have to pay these excesses.
- If your claim involves more than one benefit under a cover section, you only have to pay the highest excess. The excess that you must pay is the total of all of the following:
 - Your basic excess or alternatively the rand amount or a percentage of the claim amount (as applicable); and
 - Any applicable additional and voluntary excesses.
- If you claim under more than one cover section because of the same event, you again only have to pay the highest excess (basic excess plus the total of any additional and voluntary excesses as applicable) under all the cover sections.
- If we settle a claim by making a payment to you, then we will deduct the excess from the amount we pay. If we settle a claim in any other way, then you must pay the excess directly to the service provider.

Wait before disposing of damaged property

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

Cash back bonus reward

The Cash back bonus is an incentive-based programme that rewards you for managing your risk and not claiming within a 12 month period.

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

- Bonus payments are not pro-rated for new clients that join the scheme in between the Cash Back period. Clients will only become eligible on the 1st of November the same calendar year.

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

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

How to claim

Step 1: Tell us right away

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

Step 2: Do not admit liability

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

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

Step 3: Inform the police

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

Step 4: Send us the following within 30 days

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

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

Step 5: Send us all other documents you may receive

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

Step 6: Help us with any legal proceedings

Your assistance may be required if we decide to start legal proceedings against any party responsible for the loss. Note that any such legal action may be taken in your name.

Sign a release

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

Claim procedure is at your own expense

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

Third party claims

This section explains the meaning of third party recoveries and liabilities, as well as how we will treat all third party claims.

The difference between third party recovery and third party liability

- Third party recovery
 - You, as the innocent policyholder (first party), are covered by the insurer (second party) against the actions of another party (third party), the negligent or responsible party.
 - We will cover you for loss of or damage to your insured property.
 - If another person caused the loss or damage, we will try to claim back the amount of the damage from that person (third party). There are no guarantees that we will be successful, because there are many factors playing a role in the legal process.
 - This is called third party recovery.
- Third party liability
 - You, as the negligent or responsible policyholder (first party), are covered by the insurer (second party) against the actions of another party (third party), the innocent party.
 - We will cover you if you are held legally responsible for causing loss or damage to another person's property, because of an accident that involved your insured property.
 - This is called third party liability in the case of vehicles, and personal liability in the case of other property.

We will take over your rights

- Third party recovery

Once we paid you for a claim, your rights to claim against the third party that caused the loss or damage to your insured property are automatically given to us.

 - This means that you may not claim directly from the third party, because you have already claimed from us.
 - If you do not allow us to claim from the third party, you may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us.
- Third party liability

The basis of third party liability insurance is that you ask us to cover you if you are held legally responsible by another person for causing damage to that person's property.

 - This means that you give us your rights to defend yourself, and we will negotiate with the other person (third party) or that person's insurer.
 - We may go to court on your behalf if we cannot reach a settlement during the negotiation process.

Third party recovery process

After we have paid you for a claim for the loss or damage to your insured property, we will assess whether there is a possibility of claiming back the amount of the loss or damage from the third party. We will only consider this if the third party was responsible for causing the loss or damage. We may decide whether or not we will claim from the third party as explained below.

- **Your responsibilities**
 - You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage, or to pay you for your excess.
 - You must give us all information and assistance that we need to claim from the third party.

- If you don't keep to your responsibilities, it may mean that we cannot claim back the amount of the loss or damage from the third party. You may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us, plus any costs.
- **If we decide to claim from the third party**
 - We will claim the total amount of the damage, including your excess, from the third party, or the third party's insurer, and we will cover all the legal costs.
 - The law allows three years from the date of the loss or damage to claim from the third party. This could be a long process and there are no guarantees that we will be successful.
- **If we decide not to claim from the third party**

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

 - The amount of the full damage or loss is less than what the legal costs would be if we claimed from the third party.
 - In our opinion, we do not have reasonable prospects of success.
 - We cannot trace the third party or you didn't give us the third party's details.
 - The third party is not insured and does not have any income or assets.
- **When we will pay back your excess**
 - We will pay you back the amount of your excess, if we are successful in recovering the full amount of the loss or damage (including your excess).
 - If we only recover part of the amount of the loss or damage, we will only pay back part of your excess.
- **When we will not pay back your excess**

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

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

Third party liability process

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

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

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

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

Third party claims information

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

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

When we will communicate with you

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

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

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

Time limits that affect your claim

Don't miss these key deadlines

- 90 days
If we formally reject or dispute a claim, you have 90 days to appeal this decision with us.
- 180 days
If we maintain our rejection, you have a further 180 days to start any legal action against us.
- 365 days
Your claim will no longer be legally enforceable after 365 days, unless you have started legal action against us, or the claim concerns your legal liability towards a third party.

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

Other points to note

Sum insured will not be reduced

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

Cover applies in RSA and neighbouring countries

The cover in this policy is valid within the territorial limits of South Africa, as well as the following countries: Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, eSwatini, Tanzania, Uganda, Zambia and Zimbabwe. However, cover for motor third party liability is not provided in Angola, Kenya, Tanzania and Uganda. If you travel to a country where it is required to take out third party liability cover at the border, you must claim under that policy first.

Bringing damaged property back to South Africa

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

This condition does not apply to motor vehicles. If you are in an accident outside South Africa, then the conditions under **How we handle claims in neighbouring countries** applies.

Obey the law

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

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

How claiming affects your premium

Whenever you are paid out for a claim, you may find that your premium is increased.

Trade and economic sanctions

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

Malicious damage

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

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

An example is someone deliberately scratching the paintwork of your car, or painting graffiti on your wall.

You are not covered for malicious damage if:

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

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

What we do not cover

GENERAL EXCLUSIONS

You cannot claim for:

Theft by false pretences or scams

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

Gradual deterioration

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

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

Please note that this exclusion does not apply to your included geyser cover under the Buildings cover section.

Liability by agreement

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

Dispossession or nationalisation

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

Consequential loss

This is further loss that you may suffer as a consequence of an initial insured event.

Examples of consequential loss include:

- if your car is in an accident on your way to the airport, we will cover you for the damaged car, but not for any loss you may suffer as result of you missing your flight.
- if your video game console is stolen and the replacement model available is not compatible with your home theatre system. This incompatibility is an indirect or consequential loss associated with the theft. In this case we would not cover the cost of replacing your home theatre system.

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

Asbestos

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

Losses covered by other legislation

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

Cyber incidents

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

- Programming or operating errors by any person or persons, unless you have selected the optional Reinstatement of data benefit under the Personal computer cover section.
- Unauthorised or malicious acts, such as intentional cancellation, corruption of data or incorrect entry, regardless of the time, place or whether it is a threat or a hoax.
- Malware and similar mechanisms which are specifically designed to disrupt, damage or gain unauthorised access to a computer system or electronic data, such as viruses, worms, Trojans, logic bombs, spyware, ransomware and denial of service attacks.
- Any unintentional failure, however minor, of any computerised system which is not directly caused by physical loss or damage, except for the cover provided under the following optional benefits in the Personal computers cover section:
 - Reinstatement of data
 - Electronic breakdown.

Nuclear risks

These are risks associated with the nuclear industry in general.

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

Riots, public disorder, terrorism

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

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

Intentional acts

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

Outbreaks, pandemics and epidemics

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

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

Pollution and contamination

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

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

Electricity Grid Failure

We do not cover loss, damage, any amount of any kind, or liability that is caused (in any way) by Electricity Grid Failure, which is defined below.

Electricity Grid Failure is an interruption to or suspension of electricity supply, in any manner and from any source, and for any reason (including damage and any inability and/or failure on the part of the supplier) which affects an entire municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time, including any interruption, power surge or suspension at the reconnection or reinstatement of electricity supply.

This exclusion also applies to consequential losses in respect of any public utilities that are affected by Electricity Grid Failure, including but not limited to, the disruption of water, telecommunications and sewage systems. It also applies to other consequential losses, such as the deterioration of any food or other items.

This exclusion does not apply to Loadshedding (defined below) which remains covered subject to the terms and conditions in your policy.

Loadshedding is the intentional, total or partial, withholding of electricity supply (from any source) by any party other than the insured, implemented in phases, which do not affect a municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time.

Motor



Key terms to understand

You	Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you
Vehicle	The vehicle stated in your Schedule
Factory-fitted accessories	Factory-fitted accessories are those items that are originally fitted by the manufacturer during the production of the vehicle and are included in the manufacturer's specification. The value of these accessories are included in the retail value supplied by TransUnion or any similar publication approved by us
Aftermarket accessories	<p>Aftermarket accessories are those items not fitted by the manufacturer during the production of the vehicle. These accessories will include:</p> <ul style="list-style-type: none"> ○ optional or additional accessories that you or any previous owners of the vehicle requested the motor dealer to have fitted to the vehicle, before the vehicle was purchased ○ an accessory that you or any previous owners of the vehicle bought separately and had fitted after the vehicle was purchased <p>These accessories increase the value of the vehicle and are not included in the retail value supplied by TransUnion or any similar publication approved by us. If you want them covered, you must insure them separately</p>
Third party	Someone other than yourself who is involved in an insured event – for example, an injured pedestrian or the driver of a car that is involved in an accident with you
Total loss	Total loss means that your car is not recovered after it is stolen or hijacked, or that your car is so badly damaged that it is unsafe or uneconomical for us to repair (in other words, your motor vehicle is a write-off)
Write-off	Your vehicle is so badly damaged that it cannot be repaired economically; or it has been stolen and cannot be recovered
Sum insured	The sum insured for your vehicle is either the retail value or an agreed value. Check your Schedule now to see on what basis your vehicle is insured for

Vehicle – full definition

Your vehicle includes all standard parts and accessories that are originally fitted by the manufacturer during the production of the vehicle and are included in the manufacturer's specification. It may be any one of the following:

- a private car, minibus or similar vehicle designed to carry up to 12 people, including the driver
- a station wagon, motorised caravan, 4x4 vehicle, 4x2 vehicle, or light delivery vehicle, with a gross vehicle mass of no more than 3 500 kg
- a trailer or caravan which is not motorised, and which is designed or adapted for towing by a vehicle as described above
- a motorcycle, scooter, quad-bike, motorised lawnmower, three-wheeled vehicle or golf cart.

Conditions of use of your vehicle

How you may use your vehicle

This insurance policy carefully defines how you may use your vehicle in order for the cover to be valid. There are three categories of use:

- **Private (<5 000 km annually)**
Private use (social, domestic, pleasure), as well as emergency travel to and from work. Annual mileage restricted to 5 000km.
- **Private (<10 000 km annually)**
Private use (social, domestic, pleasure), as well as all travel to and from work, excluding travel for commercial purposes. Annual mileage restricted to 10 000km.
- **Private, work and business**
Private use (social, domestic, pleasure), all travel to and from work, as well as travel for business or professional purposes excluding travel for commercial purposes. Annual mileage restricted to 35 000km.
- **Business**
All travel to and from work, as well as travel for business or professional purposes excluding travel for commercial purposes. No mileage restriction.

If the use of the vehicle changes during the life of the policy, and you forget to update us of the new use, you will have to pay an additional excess, as shown in the schedule, in the following scenarios:

- You told us that the vehicle use is Private and at time of claim the use is Private and work or Private, work and business.
- You told us that the vehicle use is Private and work, and at time of claim the use is Private, work and business.

If you were dishonest or intentionally misrepresented the facts, your claim will be rejected.

Note that the following are excluded:

- Renting the vehicle out;
- Carrying passengers for financial gain, whether on a fare-paying or hire basis;
- Paid driving instruction; carrying trade samples or goods;
- Racing, speeding, motor sport, rally, time trial or while being tested in preparation for any motor sporting activity, or while being driven on a motor sporting circuit or track of any kind (unless stated in the Schedule);
- Driving on a motor sporting circuit or track of any kind, unless during an advanced driving course where all of the following apply;
 - The driving course is accredited by the Advanced Driver Training Industry Board of South Africa (A.D.T.I.B of S.A).
 - At the time of the accident, the driver is under instruction of the approved and accredited driving school instructor.
 - The accident happens while the driver is following the instructions of the driving school instructor.
- Towing a vehicle for financial gain;
- Use while the vehicle is overloaded;
- Use of motorcycles, scooters, three-wheeled vehicles, quad-bikes, motorised lawnmowers, trailers, caravans, motorised caravans or golf carts for business or commercial purposes;
- Whilst in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle (for example – your vehicle is covered when at the auto repairer for repairs but it is not covered when at the motor dealer because you are selling it).

Business travel or commercial travel?

When you use your vehicle for business such as visiting clients without carrying tools, machinery and stock it qualifies as business use.

You are allowed to carry small samples of the stock you trade in such as Tupperware, carpets or materials. If, however, you use your vehicle to load machinery (such as generators or lawnmowers), tools (such as for plumbing or carpentry etc.) or stock (such as copper pipes, wood, bricks, cement, etc.) for a job or project, then that is commercial travel and not covered under this policy. If your vehicle is available as an employee pool-car and can be used by multiple drivers, it is commercial travel and not covered under this policy.

No carrying of explosives or hazardous goods

You may not, under any circumstances, use your vehicle to carry explosives or hazardous goods, unless it is for your own personal domestic use and you do not need a formal permit – for example, a gas cylinder for your stove or acid for your pool.

Typical examples of explosives and hazardous goods are nitro-glycerine or dynamite; chemicals or compressed gas; gas in liquid form; hazardous waste; and liquid petroleum.

No using your vehicle as a courier or transport contractor

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

No carrying of fare-paying passengers

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

If you do give other parties a lift regularly, and they pay you, then that payment should be only for the actual expenses incurred; it should not include a profit. In this case, the passengers will not be regarded as fare-paying. An example of such an arrangement is vehicle-sharing or car-pooling.

What is not covered

SPECIFIC EXCLUSIONS

Risks for your own expense

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

- depreciation; wear and tear; gradually operating causes; mechanical, electrical or electronic breakdown, failure or breakage
- damage to tyres caused by braking, punctures, cuts or bursts due to wear and tear, unless some other part of the vehicle is damaged at the same time
- theft of your vehicle spares or aftermarket accessories for more than the cost of factory-fitted accessories of the same nature unless specified in the Schedule
- loss or damage arising from the fact that your vehicle is unroadworthy, or has not been maintained
- loss or damage arising from the fact that your vehicle was defectively designed or constructed
- any resultant loss or damage that was caused because you continued to drive your car after an insured event.

Sea, airports and mines

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

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

Driving under the influence

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

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

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

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

Your specific responsibilities

We could reject your claim

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

Be aware of the limits of indemnity

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

In other words, you will be paid out first, according to your limit, even if it means that the other person gets less than they are entitled to. This does not apply to vehicles that are financed through a bank or authorised credit provider. The bank or authorised credit provider will be paid first.

Check your securityImmobiliser

If an immobiliser is a requirement you must be able to prove to us in the event of a claim that an approved immobilising device required by us:

- was already installed at the time of the event, and was activated and working.

Check your Schedule now to see whether an immobilising device is a requirement.

Tracking device

If a tracking device is a requirement, you must be able to prove to us in the event of a claim that the tracking device required by us was already installed at the time of the incident, and was activated and working.

You must also be able to show us that you immediately reported any theft or hijacking to the tracking company, and that your contract was active and paid up. We assist with tracking administration where we can, but it is still your responsibility to ensure that the tracking device is working at all times.

Check your Schedule now to see whether a tracking device is a requirement.

Drivers must be licenced

Any driver of your vehicle must comply with the terms and conditions of this policy and must have a valid driver's licence.

- If your vehicle is used in South Africa, the driver must be in possession of a valid South African driver's licence, or a valid driver's licence that complies with South African legislation.
- A person with a valid learner's licence must be accompanied by a person with a valid driver's licence.
- A valid driver's licence is a licence that has not been cancelled, suspended or endorsed.
- An international driver's licence or permit must be converted to a South African licence within five years of the driver becoming a permanent resident, otherwise the licence is invalid and the driver will be considered unlicensed.
- The code on the driver's licence must allow the driver to drive your vehicle, or to tow the size of load that your vehicle is used for.
- If your vehicle is used in another country covered under this policy, the driver must have a valid driver's licence as required by the country in which your vehicle is used.

Notify us of certain traffic offences

You must notify us if you have been charged or convicted of reckless or negligent driving.

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

How much we pay

How we calculate sum insured

The retail value of your vehicle is the value from the Auto Dealer's Guide published by TransUnion Auto Information Solutions (Pty) Limited, or any similar publication approved by us. It is the price most dealers would be prepared to sell your car for, based on the mileage and condition of the car. It includes any factory-fitted accessories and modifications that are listed in the manufacturer's specification.

Do we fix the vehicle?

Once we have assessed your damaged vehicle, we may repair it if it makes economic sense, or pay out according to the Retail value or Sum Insured stated in the Schedule, whichever is lower.

Agreed value

If your vehicle's value can no longer be determined by reference to the industry authorities, and you have supplied us with written proof of the value of your vehicle, then we may accept that figure and call it the agreed value. The valuation may be obtained from an expert, such as a motor dealer or motor club. All claims will be settled based on this agreed value, provided you supply an updated valuation at every anniversary date of your policy. If you do not, we will use a valuation from an expert, taking into account the condition and mileage of your vehicle.

Check your Schedule now to see whether we have agreed a value for your vehicle.

Reduced pay-out for Code 3 or SAPVIN vehicles

If your vehicle is classified on NaTIS¹ as a Code 3 vehicle or SAPVIN, and it is written off or stolen, we may reduce your pay-out by a minimum of 30% of the retail value. When calculating the retail value we will take into account factors such as condition and mileage of the vehicle.

A Code 3 vehicle is a new or used motor vehicle that has been rebuilt after sustaining damage in an accident or incident. Even though it is roadworthy and complies with all relevant legislation, it always carries a Code 3 rating.

A SAPVIN (SA Police Vehicle Identification Number) code vehicle can be allocated only by the Police when a vehicle's VIN number has been tampered with. The VIN number usually starts with AAPV.

If your vehicle is more than 12 months old

If your vehicle is more than 12 months old and cannot be repaired, we will pay its retail value. When calculating the retail value we will take into account factors such as condition and mileage of the vehicle.

If your vehicle is less than 12 months old

If you are the first registered owner of your vehicle, and it is less than 12 months old with less than 30 000 km on the odometer, we may replace it with a similar vehicle or pay for the list price of a new one. This applies when your vehicle is a write-off or has been stolen.

If a part is not available

If a part needed for the repair of your vehicle is not available in South Africa as a standard (ready-made) part, we will pay an amount equal to the value of that part. We will also pay all reasonable costs to transport the part up to the limit stated in the Schedule.

¹ NaTIS – This is the National Traffic Information System of the Department of Transport.

Do we always use new parts?

If your vehicle is still covered by the standard manufacturer's warranty we will always use new "Original Equipment Manufacturer" (OEM) parts only. After that we may use second-hand or alternative parts of similar age and condition as your vehicle. We may also use new OEM parts or certified parts from other manufacturers.

Window glass

We may use suppliers other than the original manufacturer but always subject to certification and subject to the required SABS standards.

You always pay the first amount, or excess

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

Example

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

Your bank may take part of your pay-out

If you are financing your vehicle with a bank or authorised credit provider, be aware of the fact that they are entitled to use your insurance pay-out for a write-off to settle any money that you still owe them, if they feel that this is the only way to recover the money. This is a standard clause in the contract that you signed with them when you purchased your vehicle.

How we handle claims in neighbouring countries

- if you have a valid claim, we may decide either to have the vehicle repaired in the country concerned, or have you bring it back to South Africa for repairs
- we will not pay for the following:
 - theft of parts or accessories while the vehicle is left unguarded at the scene of an accident
 - more than the amount in the Schedule for towing costs and bringing the damaged vehicle back to South Africa
 - any government-imposed duties, customs, charges or stamps
 - if the vehicle is a write-off and you do not bring it back to South Africa, we will deduct the value of the salvage from your pay-out. The value of the salvage will be the amount we would have received for it in South Africa. You will remain the owner of the salvage and be responsible for complying with any local government requirements².

Liability to third parties

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

The driver's legal liability

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

² Please note that when you cross the border into the neighbouring country, you usually sign an agreement on the temporary import permit stating that you will remove the car from that country when returning to South Africa.

Causes of legal liability and how we cover them

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

Accidents in South Africa

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

- Damage to another person's property.
- Death or bodily injury to another person, but only if the driver can be held legally liable in terms of the applicable legislation at the time of the incident.

Accidents outside of South Africa

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

Driving a vehicle that does not belong to you

- We also provide third party liability cover as described above if an accident happens while you or the regular driver are driving a vehicle that does not belong to you, but only if the following conditions are met:
 - You, the regular driver or the restricted driver (as applicable), are the driver at the time of the accident.
 - The vehicle is a passenger vehicle, 4x4 vehicle, 4x2 vehicle, minibuss, SUV (sport utility vehicle), light delivery vehicle (LDV) or a motorised caravan with a gross vehicle mass of no more than 3 500kg.
 - The vehicle is not leased to you and you are not in the process of buying the vehicle from a motor dealer.
 - The vehicle is not rented.
 - The vehicle is not insured elsewhere for third party liability.
- We only cover third party liability, and not loss or damage to the actual vehicle, or for any property transported by that vehicle.

For example:

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

When there is no legal liability

Alcohol, drugs and driver behaviour

There is no legal liability cover while your vehicle is driven or being towed in any of the following instances:

- The driver is under the influence of alcohol, or the alcohol content in the driver's body exceeds the legal limit.
- The driver is under the influence of drugs or medication, unless it is prescribed by a doctor and is taken in the correct dosage.
- The driver refuses to submit to any test to determine the level of alcohol or drugs in their body, such as blood, urine or breathalyser tests.
- The driver leaves the scene of the accident unreasonably or unlawfully.
- The driver exposes the vehicle to situations that clearly have a high risk of loss or damage, for example, making a U-turn on a highway or driving at an excessive speed.

Liability relating to death of or bodily injury to people

There is no cover for legal liability relating to death of or bodily injury to any of the following people:

- You, anyone driving your vehicle, a family member (whether they live with you or not), or any person in your employ.
- Any person in or on a caravan or trailer while it is being towed by your vehicle.
- Any person who was outside the cab of your vehicle at the time of the event.
- Any person travelling in, getting into or getting out of a caravan or trailer.

Liability relating to loss or damage to property

There is no cover for legal liability relating to loss or damage to the following property:

- Belonging to you, anyone driving your vehicle, a family member (whether they live with you or not), or any person in your employ.
- In the care, custody or control of the driver of your vehicle.
- Being carried in, or on, a caravan or a trailer that is towed by your vehicle.

Liability relating to towing

There is no cover for liability relating to loss or damage to a caravan, trailer or another vehicle which does not belong to you, while it is being towed by your vehicle.

Breaches of the National Road Traffic Act

There is no cover for legal costs to defend criminal acts or fines relating to breaches of the National Road Traffic Act.

Rejected claims for own damage

There is no cover for a driver's liability if we reject a claim for loss or damage to your vehicle.

Comprehensive cover

WHAT WE COVER YOU FOR (INSURED EVENTS)

All loss and damage covered

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

Example

You are travelling on the highway and smash into the car in front of you. We will pay for the damage to your car, as well as damage to the other car.

SAFEGUARDING YOUR VEHICLE

Towing your vehicle to a place of safety

Accident

If your vehicle is immobilised and cannot be driven away as a result of an insured event, we will pay for it to be towed or delivered to a place of safety.

Breakdown

If your vehicle is immobilised as a result of a mechanical or electrical breakdown, we will pay for it to be towed to a place of safety. Please refer to the Barker ASSIST limits stated in the Schedule.

SUMMARY OF WHAT WE ALSO COVER YOU FOR

Cover	Vehicles the cover is applicable to:	Page
Window glass	All vehicles excluding, trailers, motorcycles, scooters, golf carts, quad bikes, three-wheeled vehicles	34
Sound equipment	All vehicles excluding trailers, scooters, golf carts, quad bikes, three-wheeled vehicles	34
Limits apply to the following		
Child car seat	All vehicles excluding, trailers, motorcycles, scooters, golf carts, quad bikes, three-wheeled vehicles	34
Damage due to vermin or animals	All vehicles	34
Emergency hotel expenses	All vehicles excluding trailers, golf carts and quad bikes	34
Emergency-services expenses	All vehicles	34
Keys, locks and remote controls	All vehicles	34
Medical benefit	All vehicles excluding caravans or trailers	34
Riot and strike cover outside South Africa and Namibia	All vehicles	34
Theft of spare wheels	All vehicles excluding motorcycles, scooters, golf carts, quad bikes or three-wheeled vehicles	35
Trauma counselling	All vehicles excluding vehicles which are not self-propelled	35
Wheelchair- and disability-friendly alterations	All vehicles and motorised caravans, excluding non-motorised caravans, trailers, motorcycles, scooters, golf carts, quad bikes or three-wheeled vehicles	35

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

Window glass

You are covered for accidental damage to any fitted window glass, such as the windscreen and side windows.

Sound equipment

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

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

Limits apply to the following

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

Child car seat

We will pay for loss or damage to a fitted child car seat as a result of damage to the motor vehicle.

Damage due to vermin or animals

We will cover damage caused by vermin or domestic or wild animals. Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers. Vermin include moths, rodents, termites, parasitic worms or any other animal or insect classified as invasive species.

Limited cover applies when vehicles are left unattended for more than 30 days or stored in a storage facility.

Emergency hotel expenses

We will pay for one night's accommodation if you are stranded more than 100 km from your home as a result of mechanical breakdown, an accident, or the theft of your car that you are allowed to claim for.

Emergency-services expenses

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

Keys, locks and remote controls

We will cover the costs for the following:

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

Medical benefit

We will pay the medical benefit for any occupant of the vehicle who sustains bodily injury as a direct result of an insured event involving the vehicle.

Riot and strike cover outside South Africa and Namibia

We cover you for certain events under the Motor, All Risks and Accidental damage sections not covered by Sasria, but only in Botswana, Lesotho, eSwatini, Malawi, Mozambique, Zambia and Zimbabwe.

We cover you for loss or damage caused by:

- civil commotion, labour disturbance, riot, strike or lockout; and
- the act of any lawfully constituted authority in controlling, preventing, suppressing or in any other way dealing with it.

We do not cover loss or damage:

- for any work, process or operation that is interrupted or delayed
- caused by permanent or temporary dispossession as a result of confiscation, commandeering or requisition by a lawfully constituted authority.

Theft of spare wheels

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

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

Trauma counselling

We will pay the benefit for prescribed professional counselling if you are the victim of a violent act of theft, attempted theft, hold-up or hijacking.

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

Wheelchair- and disability-friendly alterations

If during the period of insurance you are accidentally injured and become wheelchair-bound or disabled as a result, we will pay for whatever alterations may be necessary to your vehicle to enable you to continue using it. This cover does not apply to motorcycles, scooters, three-wheeled vehicles, quad-bikes, motorised lawnmowers, non-motorised caravans, trailers or golf carts.

Additional cover you can choose

Cover	Vehicles applicable to	Page
Car hire	All vehicles excluding trailers, motorcycles, scooters, golf carts, quad bikes, three-wheeled vehicles	37
Credit shortfall (Paying off your vehicle)	All vehicles	37

Check your Schedule

The cover in this section applies only if you have specifically asked for it to be included as part of your policy. If you are unsure, please check your Schedule.

Car hire

When we will arrange a rental vehicle

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

What the car hire benefit includes

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

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

What is not covered

You are responsible for all of the following costs:

- The admin fee charged by the vehicle hire company, costs incurred with delivery or collection before and after the specified hours, the contract fee, refundable fuel deposit, toll costs unless you have chosen to extend your car hire benefit to cover these charges.
- Fuel.
- The amount payable in respect of the excess charged by the vehicle hire company for loss or damage to the rental vehicle.
- Traffic or speeding fines while the rental vehicle is in the driver's custody and control.
- Costs after the rental vehicle has been in the driver's custody and control for longer than allowed.

Special conditions

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

Credit shortfall (Paying off your vehicle)

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

What we will pay to the financial institution

When we settle your claim, our total payment to the financial institution will be calculated as follows:

- The sum insured of your vehicle, plus the sum insured of any accessories and equipment that are included in your loan amount.
- **PLUS:** The difference between your outstanding loan amount and the above, limited to the amount stated on your policy schedule.
- **LESS:** The total of any costs that are not covered as shown under **What we do not cover**.

What we will pay to you

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

What we do not cover

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

- The excess due on your vehicle claim.
- Any amounts that we may deduct from your claim because there is no cover or limited cover, such as towing, storage and release fees where you did not arrange towing through us.
- Instalments which are in arrears and any interest on them.
- Any early settlement penalties.
- Any extra fees charged by your financial institution.
- Any amount noted on the finance agreement for on the road costs, service or delivery.
- Premiums for insurance, motor warranties and maintenance plans. These must be refunded to you by the administrator of the policy or warranty.
- Amounts added to the initial loan amount of your finance agreement after your vehicle's cover start date, and any finance charges and interest on it.
- If you make any changes to your finance agreement after your vehicle's cover start date, and these changes result in a higher outstanding loan amount, then you are only covered for the original outstanding loan amount before the changes were made.

Third party, fire and theft

WHAT WE COVER YOU FOR (INSURED EVENTS)

Third party, fire and theft

You are covered for accidental loss or damage to the insured vehicle caused by fire and theft, as well as any resulting liability to third parties.

Example

If you are travelling on the highway and smash into the car in front of you, we will pay only for damage to the other car; that is because the damage to your vehicle is not caused by fire or theft.

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

SAFEGUARDING YOUR VEHICLE

Towing your vehicle to a place of safety

Fire or theft

If your vehicle is immobilised and cannot be driven or towed away as a result of fire or attempted theft, we will pay for it to be towed to a place of safety.

This must not exceed the limit stated in the Schedule.

Breakdown

If your vehicle is immobilised as a result of a mechanical or electrical breakdown, we will pay for it to be towed to a place of safety. Please refer to the Barker ASSIST limits stated in the Schedule.

WE ALSO COVER YOU FOR

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

Riot and strike cover outside South Africa and Namibia

We cover you for certain events under the Motor, All Risks and Accidental damage sections not covered by Sasria, but only in Botswana, Lesotho, eSwatini, Malawi, Mozambique, Zambia and Zimbabwe.

We cover you for loss or damage caused by:

- civil commotion, labour disturbance, riot, strike or lockout
- the act of any lawfully constituted authority in controlling, preventing, suppressing or in any other way dealing with it.

We do not cover loss or damage:

- for any work, process or operation that is interrupted or delayed
- caused by permanent or temporary dispossession as a result of confiscation, commandeering or requisition by a lawfully constituted authority.

Theft of spare wheels

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

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

ADDITIONAL COVER YOU CAN CHOOSE

Check your Schedule

The cover in this section applies only if you have specifically asked for it to be included as part of your policy. If you are unsure, please check your Schedule.

Car hire

When we will arrange a rental vehicle

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

What the car hire benefit includes

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

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

What is not covered

You are responsible for all of the following costs:

- The admin fee charged by the vehicle hire company, costs incurred with delivery or collection before and after the specified hours, the contract fee, refundable fuel deposit, toll costs unless you have chosen to extend your car hire benefit to cover these charges.
- Fuel.
- The amount payable in respect of the excess charged by the vehicle hire company for loss or damage to the rental vehicle.
- Traffic or speeding fines while the rental vehicle is in the driver's custody and control.
- Costs after the rental vehicle has been in the driver's custody and control for longer than allowed.

Special conditions

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

Third party only

WHAT WE COVER YOU FOR

Third party only

You are NOT covered for accidental loss or damage to the insured vehicle. Only the vehicle or property of the third party is covered for the loss or damage caused by the insured vehicle.

Example

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

Household contents



Key terms to understand

You	Includes yourself, your spouse and any members of your immediate family who normally reside with you and are financially dependent on you
Home	<ul style="list-style-type: none"> ○ The private residential building (main building) situated at the risk address as shown in your policy schedule and used for domestic purposes (for example a house, townhouse or flat). ○ Outbuildings, such as garages, storage rooms, garden sheds, Wendy houses, Zozo huts, greenhouses, staff quarters, studios, consulting rooms, flatlets, cottages or any other building that is not attached or connected to the main building with an interleading door.
Household contents	<p>Household tangible and movable items kept at the risk address, that belong to you or for which you are legally responsible. It also includes installed fixtures and fittings that belong to you, for example as a tenant or as the owner of a sectional title building, as long as the fixtures and fittings are owned by you and you are financially responsible for the fixtures and fittings under your rental agreement, and we have agreed to it in writing.</p> <p>Renewable energy equipment and/or a photo-voltaic system attached to or permanently fitted to the building, forms part of household contents, if it meets the conditions under the Your specific responsibilities section.</p> <p>The definition of Contents does not include:</p> <ul style="list-style-type: none"> ○ Motor vehicles, motorcycles, golf carts, watercraft, aircraft, caravans and trailers and their contents. ○ Animals including fish, reptiles, pets and livestock. ○ Water in tanks, swimming pools, spas or any other water container. ○ Unset precious stones, individual stamps or coins.
Unoccupied	Your home and outbuildings are unoccupied if you or any of the people who usually live there or the person left on the premises in charge of and with access to the private residential building, have all gone out
Uninhabitable	A building is uninhabitable when we agree that it is not safe or suitable to be lived in while being repaired because of a valid claim under this policy
Premises	Your home, outbuildings and the grounds on which they are built
Standard construction	Means that all buildings have been built with: <ul style="list-style-type: none"> ○ walls of brick, stone or concrete and ○ roofs of slate, tile, concrete, asbestos or metal
Non-standard construction	Means that a building has been built with material other than those defined in the above definition of "Standard construction" such as a thatch roof or walls of wood
Paying guest	A guest who stays at the home for a short period, without a contract, in exchange for a fee
Tenant	A person who signed a rental agreement to live in the home for a set period. This includes sub-tenants
Subsidence, landslip or ground heave	<p>Refers to the movement of the land that supports the home.</p> <p>Subsidence means sinking, for example the vertical, downward movement of the soil.</p> <p>Landslip means the sliding down of a mass of land. It is in effect a small landslide and it typically occurs on a slope.</p> <p>Ground heave means the upward movement of soil supporting the home.</p>

Collectables

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

How much we pay

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

Example

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

Pairs and sets

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

You always pay the first amount, or excess

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

Example

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

What if you are under-insured?

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

Example

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

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

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

The pay-out is calculated as follows:

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

Under-insurance calculation:

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

What we cover you for

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

1. Fire

Fire, lightning or explosion

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

2. Weather and earthquake

Storm, wind, water, hail, etc.

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

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

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

3. Leaks, flooding

Overflowing of water apparatus; leakage of oil

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

4. Impact

Impact with the building; falling trees

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

5. Theft

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

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

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

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

Unoccupancy at time of loss or damage

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

How much we pay for theft claims

From your main building; outbuilding; away from the premises

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

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

Pay-out up to the sum insured

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

This cover also applies:

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

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

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

Limited pay-out

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

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

Limited pay-out following forced entry or exit

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

- your place of employment
- any place used for furniture storage, other than a storage facility stated in the Schedule
- any other home or educational institution
- an unattended vehicle
- the vehicle you are driving to or from a place of purchase, repair or renovation. This excludes items insured under the All Risks section.

We also cover you for

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

Accidental damage

Your contents are covered for accidental loss or damage inside your home or outbuildings or at your premises.

Accidental damage does not include any of the following:

- depreciation, or gradual causes such as wear and tear, deterioration, rust, rising damp and mildew, corrosion or decay
- mechanical, electronic or electrical breakdown
- a cleaning, repairing or restoration process
- while alterations, extensions or improvements such as painting or tiling are being done at your home
- cracking or scratching (unless caused by theft, attempted theft, fire or explosion) of glassware, glass or other brittle articles other than jewellery, watches, cameras, fixed glass or TV sets
- the cost of reproduction or repair of data or software
- any loss claimable under another clause or section of the policy.

Accidental death

If you are under the age of 80, and you die within 12 months of sustaining an injury on your premises, we will pay out according to the limit stated in the Schedule for your age. If you, the policyholder named in the policy schedule, die, then we pay your legal representative or your estate.

Alternative accommodation or loss of rent

If your building becomes uninhabitable because of damage to it caused by an insured event, we will cover you for the following:

- If you live in the building, we will cover you for the cost of living in alternative accommodation of similar value and location as the insured building, for you, your domestic employees and pets. We will also cover you for emergency accommodation we have agreed to, for up to two nights, whilst you are finding alternative accommodation of similar value and location.
- We will arrange transport and storage for your contents, if required.
- If you rent out the building, or part of it, we will cover you for the loss of rental income payable by the tenant.

This cover will apply until the earliest of the following:

- The insured building becomes habitable again.
- The limit stated in the Schedule has been reached.

The cover in this section does not apply when the buildings are being structurally altered.

Clearing-up costs

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

Credit/debit-card fraud

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

Damage to fridge or freezer

If your fridge or freezer stopped working due to load shedding, or mechanical, electronic or electrical breakdown, we will pay for the replacement of the fridge or freezer, up to the limit stated in the Schedule, if all of the following apply:

- your fridge or freezer was off for a period of at least 48 hours
- we decide that the fridge or freezer can no longer be used due to spoiled food causing contamination or odour
- your electricity was not cut off because you have not paid your bill.

Damage to guests' property

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

Domestic and wild animals

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

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

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

Domestic worker's property

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

Emergency-services expenses

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

Fridge or freezer contents

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

- Failure of any public power supply, except in the following instances:
 - You did not pay your bill or if you ran out of pre-paid electricity.
 - Scheduled power cuts lasting less than 24 hours.
- Mechanical, electronic or electrical breakdown of your fridge or freezer.
- Electrical failure inside your home, for instance if your home's power trips while you are away on holiday and all the food inside your fridge and freezer is spoilt.
- Accidental damage to the fridge or freezer which causes it to stop working.

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

Full-house (bowls)

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

Garden damage

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

Hole-in-one (golf)

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

Holiday letting

If you are letting your home, we will cover loss or damage to your contents up to the sum insured. We limit accidental damage to your contents and provide trauma counselling for paying guests up to the limits stated in the policy schedule – this benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

The following conditions apply:

- Holiday letting is limited to 90 days during a 12 month period.
- There must be signs of forcible or violent entry for malicious damage and theft claims.

Keys, locks and remote controls

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

Money

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

Office contents

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

Pest contamination

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

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

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

Personal documents

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

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

Professional cleaning services

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

Property of parents and grandparents

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

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

Power surge

We will cover you for loss or damage to the household contents caused by power surge. An excess, as shown in your policy schedule, will apply if you do not install an approved surge protection device. Please refer to the **Surge protection requirements** section under **Your responsibilities** for the device requirements.

Removal of contents

Fire, collision or overturning of vehicle

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

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

Security guards

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

Stamp and coin collections

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

Temporary emergency measures

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

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

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

Temporary repairs

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

Tracing of water leaks

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

Trauma counselling benefit

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

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

Veterinary expenses

We will cover the veterinary expenses if your domestic animal is injured in a vehicle accident or because of violence by burglars. We do not cover veterinary expenses if your domestic animal is covered by any other insurance, including pet insurance.

Water leakage from underground pipes

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

- the first reading following the date the leak was fixed, the water consumption must be more than 50% of the average of the previous four readings
- the additional charges are not caused by:
 - leaking taps, geysers, toilet systems or swimming pools
 - loss of water from swimming pools or their pipes

- your premises are not unoccupied for more than 60 days
- you immediately trace the leak
- you repair the leak at your own expense
- we will not pay for more than two events in any 12-month period.

Wheelchair- and disability-friendly alterations

We will pay for reasonable alterations to enable you to continue using the building where your household contents are kept, if you are accidentally injured during the period of insurance and become wheelchair-bound or physically disabled as a result. Examples are installing ramps for your wheelchair or rails to assist with blindness.

If the limit for this benefit is not enough in the event of a claim and you have Buildings cover under this policy, we will pay any difference up to the limit of this benefit under the Buildings policy section.

What is not covered

Breakdown, animals, vermin and damp

You are not covered for loss or damage caused by:

- mechanical, electronic or electrical breakdown
- mildew, damp, wet- or dry-rot, wear and tear, or any other gradually operating cause
- domestic animals that belong to you
- vermin, except for monkeys and baboons. Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers. Vermin include moths, rodents, termites, parasitic worms or any other animal or insect classified as invasive species.

Certain specific items (unless specified on the Schedule or inventory)

Securities, manuscripts, medals, livestock, etc.

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

Thatch roof and non-standard construction

Your policy is valid only if your home and outbuildings are of standard construction – i.e. the walls and roof are solidly built of material such as brick, stone or metal.

You cannot claim for loss or damage to your contents if your home or outbuildings have a thatch roof or it is built of non-standard construction, unless the thatch roof or construction is stated in the Schedule.

An outbuilding with a thatched roof (such as a lapa) or built of non-standard construction (such as a Zozo hut/Wendy house), does not need to be noted on the Schedule if its roof is less than 15% of the total square metres of the main building's roof.

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

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

Structural alterations or additions

We do not cover loss or damage to your household contents during structural building alterations or additions to the home in the following instances:

- cracking, collapse, subsidence, landslip or ground heave caused fully or partially by the alterations or additions
- accidental damage caused by the contractor
- theft unless there is evidence of violent and forced entry or exit from the building
- water, storm or flood damage where structural alterations and additions have not been fully completed
- malicious damage or vandalism caused by the contractor to contents in unfinished parts of the building.

Theft from an unattended vehicle

There is no cover for theft from an unattended vehicle, except in the following instances:

- The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are clear signs of forcible or violent entry into the building or the premises.
- The vehicle is locked, there are clear signs of forced entry and the item is out of view, for instance inside a locked boot, inside the glove compartment or under a seat.

When the home is lent, let or sublet

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

Your specific responsibilities

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

Tell us if you change your address

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

Tell us if you run a business from your premises

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

We may impose new terms, premiums and conditions.

Keep jewellery and watches in a safe

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

Provide us with valuation certificates

You must provide us with a valuation certificate from a registered jeweller or valuator for all items of jewellery, watches and collectables where the value exceeds the limit stated on the Schedule. We will not pay more than the limit stated in the Schedule for jewellery, gold, silver, platinum, watches, collectables and precious or semi-precious stones.

Do not leave the property unoccupied

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

You must tell us of the actions of your tenants

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

Have these security measures

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

Minimum security requirements – Burglar bars and security gates

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

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

Alarm system

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

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

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

Security complex or within a boomed off suburb

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

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

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

When your premises in the complex are left unoccupied, we will only consider your claim if you comply with all the conditions of either Option 1 OR Option 2:

Option 1:

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

Option 2:

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

IMPORTANT: Additional security requirements may also be required if stated in the Schedule.

All non-standard construction buildings

You must tell us if your home is constructed of non-standard material. If it is a condition of cover and stated in the schedule, you will only be covered for loss or damage from a fire if you have either Surge protection or Lightning conductor, as explained below.

○ **Surge protection requirements**

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

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

The Certificate of Compliance or proof of installation must be provided to your broker soon after the device was installed. If you are not able to provide proof of installation or have not met the surge protection requirements, your cover will be limited, and you will have to pay an excess for power surge claims.

○ **Lightning conductor**

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

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

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

○ **Thatch roofs**

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

○ **Wood or thatch roofs treated with fire retardant**

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

○ **Conditions for a chimney**

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

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

Power protection requirements

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

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

The Certificate of Compliance or proof of installation must be provided to your broker soon after the device was installed. If you are not able to provide proof of installation or have not met the surge protection requirements, your cover will be limited, and you will have to pay an excess for power surge claims.

Renewable energy equipment and/or photo-voltaic systems

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

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

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

Buildings



Key terms to understand

You	You (the policyholder), your spouse, and any members of your immediate family who normally reside with you and are financially dependent on you
Buildings	<ul style="list-style-type: none"> ○ The private residential building (main building) situated at the risk address as shown in your policy schedule and used for domestic purposes (for example a house, townhouse or flat). ○ Outbuildings, such as garages, storage rooms, staff quarters, studios, consulting rooms, flatlets, cottages or any other building that is not attached or connected to the main building with an interleading door. ○ Permanent structures such as garden sheds, Wendy houses, Zozo huts, green houses, paths and driveways, patios, tennis courts, walls, gates and fences, swimming pools, saunas, spa baths, ponds and water features. ○ Fixtures and fittings owned by yourself such as aerials, satellite dishes and masts, wind turbines, domestic tanks, gutters, fitted fish tanks and aquariums, fitted electrical and gas appliances. ○ Fixed machinery such as domestic filters, boreholes, pumps, motors and air-conditioning plants. ○ Systems fitted for solar power, climate-control, alarms, lighting, water recycling and water irrigation. ○ Municipal connections for water, sewerage, gas, electricity and telephone which includes underground pipes, cables, sewers and drains. ○ Glass doors, windows and sanitary ware including lettering, ornamental work and alarm sensors on glass. ○ Photo-voltaic systems (commonly referred to as solar PV systems), inverters, batteries and fixed generators directly connected to the building's wiring. ○ Water heating systems and their individual components, such as electrical geysers, heat pumps and solar geysers (including solar panels connected to the solar geyser), hot water tanks, stands and tubes. <p>The definition of buildings does not include:</p> <ul style="list-style-type: none"> ○ Inflatable or portable spas and swimming pools. ○ Buildings used as a hotel, motel or boarding house. ○ Water in a tank, swimming pool, spa or any other container unless specifically provided for by this policy. ○ Loose or compacted soil, earth, gravel, pebbles or granular rubber. For example, sand on tennis courts or gravel driveways. ○ Earthen walls and structures. ○ Earthen and gravel driveways. ○ Dam walls. ○ Piers, jetties, bridges and culverts.
Premises	Your private residential building, outbuildings and the grounds on which they are built, situated in South Africa
Risk address	The address in your Schedule
Unoccupied	Your buildings are unoccupied if you or any of the people who usually live there or the person left on the premises in charge of and with access to the private residential building, have all gone out
Uninhabitable	A building is uninhabitable when we agree that it is not safe or suitable to be lived in while being repaired because of a valid claim under this policy

Standard construction	Means that all buildings have been built with: <ul style="list-style-type: none"> ○ walls of brick, stone or concrete ○ roofs of slate, tile, concrete, asbestos or metal
Non-standard construction	Means that a building has been built with material other than those defined in the above definition of 'Standard Construction', such as a thatch roof or walls of wood
Paying guest	A guest who stays in the building for a short period, without a contract, in exchange for a fee
Tenant	A person who signed a rental agreement to live in the building for a set period. This includes sub-tenants
Subsidence, landslip or ground heave	Refers to the movement of the land that supports the building. <p>Subsidence means sinking, i.e. the vertical, downward movement of the soil.</p> <p>Landslip means the sliding down of a mass of land. It is in effect a small landslide and it typically occurs on a slope.</p> <p>Ground heave means the upward movement of soil supporting the building.</p> <p>Active soil means soil that changes in volume in response to changes in moisture content i.e. increase in volume (heave or swell) upon wetting and decrease in volume (shrink) upon drying out, such as clay.</p>

Paying out after a claim

How much we pay

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

Example

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

Bank may be paid out before you

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

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

In the event of your claim being rejected for breach of the terms and conditions of the policy, we will still pay the financial institution up to the amount owing to them in order to protect their interests.

This is subject to the following conditions:

- the financial institution was not aware of the fact that you were in breach of the policy
- the claim was not fraudulent in any respect or you caused the loss or damage yourself.

What if you are under-insured?

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

Example

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

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

The pay-out is calculated as follows:

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

Under-insurance calculation:

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

You always pay the first amount, or excess

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

Example

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

Matching damaged building materials

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

In such cases, we will use material which, in our opinion, most closely matches the original. This will be limited strictly to the part of the building that is damaged, and not to any of the surrounding area. For example, if a carpet in one room is damaged, we will find the best available match and replace the damaged carpet in that room only.

Rebuilding your damaged building

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

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

What we cover you for

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

1. **Fire**

Fire, lightning or explosion

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

2. **Weather**

Storm, wind, water, hail, etc.

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

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

3. **Earthquake**

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

4. **Impact**

Impact with the buildings; falling trees

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

5. **Leaks, flooding**

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

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

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

Damage to concealed water pipes: We cover loss or damage to concealed water pipes, in full, if they leak or burst as a result of increased water pressure or freezing.

Although gradual deterioration (such as rust and corrosion) is excluded under the General Exclusion “Wear and tear”, we will cover damage to concealed water pipes as a result of this once during the lifetime of the policy. Thereafter it will be for your own account.

6. **Theft**

Theft pay-out depends on circumstances, security and occupancy

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

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

How much we pay for theft claims

Theft of any part of the buildings in the open

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

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

Theft of any part of the buildings

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

Damage to your buildings during theft or attempted theft

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

Buildings lent or let (forced entry required)

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

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

Theft from an unoccupied outbuilding

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

Limited pay-out – unoccupied outbuildings

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

No pay-out

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

7. Subsidence, landslip or ground heave

Limited cover

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

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

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

We also cover you for

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

Accidental damage to the buildings and fixed machinery

We will pay for accidental loss or damage to the buildings and fixed machinery installed at your premises which is used for domestic purposes only.

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

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

In addition, it does not include loss or damage arising from the **following events**:

- spontaneous collapse of the buildings as a result of defective material, workmanship, design or construction
- while alterations, extensions or improvements such as painting or tiling are being done at your home
- flaws or defects (whether latent or visible) in any aspect of the design, construction, workmanship or maintenance of the premises
- subsidence, landslip or ground heave
- chemicals, oils, corrosive liquids, gases or fumes
- denting, chipping, scratching or cracking, unless the functionality of the item has been affected and it can no longer be used
- frost, change in temperature, expansion or humidity
- dampness, dryness, wet- or dry-rot
- contamination or pollution
- gradual change in colour, texture or finish
- corrosion, rust, oxidation or any other chemical action or reaction
- any loss resulting from an excluded event under any other section
- depreciation
- gradual deterioration such as wear and tear, rust, mildew, corrosion, decay
- cleaning, repairing or restoring by any manner or method
- any data or telecommunication equipment or apparatus
- any loss claimable under another clause or section of the policy.

We will not pay for loss or damage while the machinery is covered by a manufacturer's guarantee, purchase agreement or service contract.

Acts by tenants

- Your insurance risk might be affected by the actions or failure to act of tenants or owners in the following instances:
 - Your tenant, in the case where you own the building and rent it out.
 - The owner or other tenants, in the case where do you not own the building but are renting it from another person.
- Because their actions are out of your control, we will cover you against loss or damage to your building when their actions or failure to act would have resulted in your claim being rejected. This is on condition that:
 - You are not aware of their actions or failure to act.
 - You tell us as soon as you learn about it.
 - Their actions or failure to act were not malicious and they did not intentionally cause the loss or damage.

Example

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

Alternative accommodation or loss of rent

If your building becomes uninhabitable because of damage to it caused by an insured event, we will cover you for the following:

- If you live in the building, we will cover you for the cost of living in alternative accommodation of similar value and location as the insured building, for you, your domestic employees and pets. We will also cover you for emergency accommodation we have agreed to, for up to two nights, whilst you are finding alternative accommodation of similar value and location.
- If you rent out the building, or part of it, we will cover you for the loss of rental income payable by the tenant. You must give proof of the rental income you would have received.

This cover will apply until the earliest of the following:

- The insured building becomes habitable again.
- The limit stated in the Schedule has been reached.

The cover in this section does not apply when the buildings are being structurally altered.

Damage to the garden

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

Demolition and professional fees

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

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

Domestic and wild animals

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

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

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

Emergency-services expenses

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

Glass and sanitary-ware

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

This cover does not apply when:

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

Holiday letting

If you are letting your home, we will cover loss or damage to your home up to the sum insured. We provide trauma counselling for paying guests up to the limit stated in the Schedule – this benefit does not provide the benefits of a medical scheme and is not a substitute for medical scheme membership.

The following conditions apply:

- Holiday letting is limited to 90 days during a 12 month period.
- There must be signs of forcible or violent entry for malicious damage and theft claims.

Home improvements

We will cover you for the following:

- Loss or damage to permanent fixtures that are temporarily removed during renovations or alterations of the building, or whilst being repaired or restored. The following conditions apply:
 - These items may not be removed for longer than 60 days.
 - There must be visible signs of forcible or violent entry in the case of theft.
 - The fixtures must be stored indoors and locked up.
- Theft of newly bought building materials, supplies and fittings on the following conditions:
 - They are owned by you and are safely stored on the premises.
 - They are intended for use in the renovation or alteration of the home.
 - There must be visible signs of forcible or violent entry.

Keys, locks and remote controls

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

Medical benefit

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

New premises that are not yet registered

We will pay for loss or damage to your home for the period between you signing a Deed of Sale and the transfer of the property into your name by the Deeds Office. This is on condition that:

- You add the building to your policy.
- You give us all the details of the transaction.
- You pay the premium.
- The home is not insured by the seller or on the seller's behalf.

Pest contamination

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

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

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

Power surge

We will cover you for loss or damage to the buildings caused by power surge. An excess, as shown in your policy schedule, will apply if you do not install an approved surge protection device. Please refer to the **Surge protection requirements** section under **Your responsibilities** for the device requirements.

Professional cleaning services

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

Public supply or mains connection

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

Removal of fallen trees

We will pay for the cost of removing fallen trees from your property after an insured event. This is provided that the costs are necessary and reasonable, and that you first obtain our written consent.

Security guards

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

Temporary emergency measures

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

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

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

Temporary repairs

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

Tracing of water leaks

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

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

Trauma counselling benefit

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

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

Water leakage from underground pipes

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

- on the date the leak was fixed, the water consumption reading must be more than 50% of the average of the previous four readings

- the additional charges are not caused by:
 - leaking taps, geysers, toilet systems or swimming pools
 - loss of water from swimming pools or their pipes
- your buildings are not unoccupied for more than 60 days
- you immediately trace the leak
- you repair the leak at your own expense
- we will not pay for more than one event every 12 months.

The claim pay-out will be calculated as the difference between the following water consumption readings:

- the reading on the date the leak was fixed
- the average of the last six months' readings

Wheelchair- and disability-friendly alterations

We will pay for alterations to enable you to continue using your buildings, if you are accidentally injured during the period of insurance and become wheelchair-bound or physically disabled as a result. Examples are installing ramps for your wheelchair or rails to assist with blindness.

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

Additional cover you can choose

Subsidence, landslip or ground heave – extended cover

Pay-out is limited to the sum insured stated in the Schedule.

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

- Loss or damage to driveways, swimming pools and tennis courts caused by subsidence, landslip or ground heave.
- Loss or damage to boundary, retaining and garden walls, gate posts, fences, septic or conservancy tanks, water paths, drains, paths and terraces, paving and swimming pool surroundings, but only if the private residential building or outbuildings are damaged at the same time by subsidence, landslip or ground heave.
- Loss of damage caused as a result of the contraction and/or expansion of active soils due to the moisture or water content of such active soil as is experienced in clay and other similar types of ground.

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

What is not covered

Loss or damage caused by

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

- the buildings not being maintained properly
- domestic animals that belong to you
- vermin, except for monkeys and baboons. Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers. Vermin include moths, rodents, termites, parasitic worms or any other animal or insect classified as invasive species
- mildew, damp, wet- or dry-rot, wear and tear, or any other gradually operating cause
- defective – design, specification, construction, workmanship or material of the insured property.

You are also not covered for:

- loss or damage whilst the building is vacant, abandoned or illegally occupied
- loss or damage caused by theft where your building is unoccupied for more than 60 consecutive days, unless we have agreed to it or you have told us that it is a holiday home.

We do not cover loss or damage to your building during structural alterations or additions to the home in the following instances:

- cracking, collapse, subsidence, landslip or ground heave caused fully or partially by the alterations or additions
- accidental damage caused by the contractor
- theft unless there is evidence of violent or forced entry or exit from the building
- water, storm or flood damage to the building where structural alterations and additions have not been fully completed
- malicious damage or vandalism caused by the contractor to unfinished parts of the building.

Subsidence, landslip or ground heave

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

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

Thatched roof and non-standard construction

We will not pay for loss or damage to:

- the main building that has a thatched roof, unless the Schedule reflects that the roof is made of thatch.
- the main building that is of non-standard construction, unless the Schedule reflects that the building is of non-standard construction.
- an outbuilding, with a roof that is more than 15% of the total square metres of the main building's roof, and has a thatched roof (such as a thatch lapa) or is of non-standard construction (such as a Zozo hut/Wendy house), unless the outbuilding is specifically mentioned in the Schedule.

Your specific responsibilities

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

Have these security measures

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

Minimum security requirements – Burglar bars and security gates

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

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

Alarm system

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

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

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

Security complex or within a boomed off suburb

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

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

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

When your premises in the complex are left unoccupied, we will only consider your claim if you comply with all the conditions of either Option 1 OR Option 2:

Option 1:

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

Option 2:

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

IMPORTANT: Additional security requirements may also be required if stated in the Schedule.

All non-standard construction buildings

You must tell us if your home is constructed of non-standard material. If it is a condition of cover and stated in the schedule, you will only be covered for loss or damage from a fire if you have either **Surge protection** or a **Lightning conductor**, as explained below.

○ **Surge protection**

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

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

The Certificate of Compliance or proof of installation must be provided to your broker soon after the device was installed. If you are not able to provide proof of installation or have not met the surge protection requirements, your cover will be limited, and you will have to pay an excess for power surge claims.

○ **Lightning conductor**

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

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

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

○ **Thatch roofs**

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

○ **Wood or thatch roofs treated with fire retardant**

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

○ **Conditions for a chimney**

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

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

You must tell us of the actions of your tenants

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

Notify us about any improvements to your buildings

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

Comply with national building regulations

You must take all reasonable steps to ensure that the buildings comply with National Building Regulations, and that your building plans have been approved by the local authority. Generators, for example, must be fitted according to the latest published SANS standards. The installation must be done by a qualified electrician and you must be supplied with a SANS compliance certificate.

Subsidence and landslip – Limited and Extended cover

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

Surge protection requirements

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

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

The Certificate of Compliance or proof of installation must be provided to your broker soon after the device was installed. If you are not able to provide proof of installation or have not met the surge protection requirements, your cover will be limited, and you will have to pay an excess for power surge claims.

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

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

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

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

All Risks



Key terms to understand

You	Includes yourself, your spouse and members of your immediate family who reside with you and are financially dependent on you
Unspecified All Risks	Clothing and personal effects that are either worn or carried with you, or which often leave your home.
Specified All Risks	Any item of property that is specifically listed in the Schedule. These tend to be of high value
Collectables	Collectables mean any item that is regarded as being of value or interest to a collector, for example firearms, stamps, coins and medal collections. We will pay up to the value set out in a recognised catalogue or pricelist as at the date of the loss or damage, or as determined by an independent specialist

Paying out after a claim

How much we pay

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

For any claim under Unspecified All Risks, we will pay up to the limit stated in the Schedule for any one item.

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

Take the time now to check the Schedule for those items you have chosen to list under Specified All Risk. These are the items that you will be able to claim for in full.

Examples

Unspecified item

If you have lost a watch that costs R2 500 to replace, and your limit is R2 000 (20% of the sum insured of R10 000), we will pay the full R2 000. This pay-out will never exceed the amount in the Schedule.

Specified item

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

Dual insurance

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

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

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

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

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

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

Pairs and sets

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

You always pay the first amount, or excess

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

Example

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

What we cover you for

Accidental loss or damage worldwide

We cover you for loss or damage to your insured property normally worn or carried by you, or which often leaves your home, anywhere in the world, from any accidental cause (including power surge) that is not specifically excluded in this section.

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

Where is my insured property covered?

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

Theft from an unattended vehicle

Theft of property from your vehicle will be covered even if there are no signs of forced entry, but a higher excess will apply as shown in the Schedule.

Which items of your property are insured

Unspecified All Risks

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

The following items cannot be covered under unspecified property:

- any cell phones and all related accessories

- rare books, metals, unset precious stones, individual stamps or coins (including Kruger coins)
- bicycles and cycling equipment
- property that is more specifically insured.
- items kept in a safety deposit box
- stamps, coins, collectables
- caravan and camping equipment
- golf clubs
- fishing equipment
- scuba diving equipment

Specified All Risks

Any item of property that is specifically listed in the Schedule is covered, except for computers which must be insured under the Personal computers section.

Items kept in a safety deposit box

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

You will also have cover up to the sum insured as shown in the Schedule while items are in transit to or from any bank, secure facility, place of purchase, place of repair and your home.

What is not covered

The following specific items

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

- vehicles, motorcycles, scooters, three-wheeled vehicles, quad-bikes, motorised lawnmowers, golf carts, trailers, caravans, hang-gliders, aircraft (other than remote control aeroplanes/drones if specified) or watercraft – or any of their fitted equipment and accessories
- remote-controlled aeroplanes/drones while in use or in flight
- money, credit cards, debit cards, phone cards, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, manuscripts or documents of any kind.

The following events

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

- flaws or defects, whether present when the item was new or discovered afterwards
- fluctuations in atmospheric or climatic conditions, or the effects of light
- any process of cleaning, dyeing or renovating
- bursting, rusting, corrosion or deterioration
- defective – design, specification, construction, workmanship or material of the insured property
- lack of maintenance or upgrading
- wear and tear or any other gradual deterioration
- chipping, scratching, denting or breakage of porcelain or similar articles of a fragile nature
- loss or damage while items are mailed or couriered unless specifically agreed by us in writing
- theft from an unattended vehicle, except in the following instances:
 - The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are clear signs of forcible or violent entry into the building or the premises; or

- The vehicle is locked, there are clear signs of forced entry and the item is out of view, for instance inside a locked boot, inside the glove compartment or under a seat; or
- In the case of remote jamming, you will be covered up to the limit stated in the Schedule.
- electrical, electronic or mechanical breakdown, unless accompanied or caused by other insured damage.

Your specific responsibilities

Be aware of your responsibilities

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

Keep jewellery and watches in a safe

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

Keep pedal cycles secured and locked when left unattended

You must comply with the following conditions for your insured pedal-cycles:

- when left unattended from a vehicle:
 - the vehicle must be locked, and
 - there must be clear signs of forced entry
- when left unattended the pedal-cycle or any parts must be:
 - locked away in a building; or
 - securely locked to an immovable object, vehicle or trailer by a lock and cable, or chain; or
 - locked inside a vehicle or trailer, and there are clear signs of forced entry
- during an event, the pedal-cycle must be left in a designated secure area provided by an official organiser such as a club or accredited cycling body
- while the pedal-cycle, wheels or parts are in transit:
 - these must be attached to a vehicle or trailer with a lock and cable, or chain; or
 - these must be locked inside a vehicle or trailer; or
 - you must have the pedal-cycle carrier securely bolted or locked to the vehicle or trailer
 - you must ensure that the frame and wheels of the pedal-cycle are secured to the pedal-cycle carrier with a lock, cable or chain
 - there are clear signs of forced entry.

If these conditions are not complied with, loss or damage to the pedal-cycle or any of its parts caused by theft will be limited up to the amount stated in the Schedule.

Provide us with valuation certificates

You must provide us with a valuation certificate from a registered jeweller or valuator for all items of jewellery, watches and collectables where the value exceeds the limit stated on the Schedule. We will not pay more than the limit stated in the Schedule for jewellery, gold, silver, platinum, watches, collectables and precious or semi-precious stones.

Watercraft



Key terms to understand

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

Watercraft – full definition

Your watercraft has a total length of less than 10.5 metres. The definition of watercraft includes everything which would normally be sold with the watercraft if it changed hands, including the following:

- The hull.
- Inboard motors and outboard motors.
- Fitted machinery.
- The dinghy or smaller boat which usually accompanies the watercraft.
- Sails and protective covers.
- Wetbikes or jet skis.

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

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

Conditions of use

How you may use your watercraft

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

- **Private use**
You may use your watercraft only for private use (social, domestic and pleasure), as well as emergency tow-and-assist.
- **Tow-and-assist**
You may use your watercraft to lend emergency assistance to other watercraft in distress. Your watercraft may also be towed when in distress.

Under no circumstances is your watercraft covered when it is:

- more than 10 nautical miles from the shoreline of South Africa, as well as that of neighbouring countries
- taking part in, or practising for, racing, speed tests or trials
- being navigated single-handedly in open waters
- towing or salvaging other watercraft, other than one in distress
- being towed, other than when in distress, or when laying up or being fitted out for repairs
- being chartered or hired out
- carrying fare-paying passengers.

What we cover

STANDARD COVER

Loss or damage

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

Liability to third parties

We will pay for your legal liability towards a third party if your watercraft or trailer is involved in an event, other than on land, which causes:

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

We will also pay any costs and expenses incurred with our written consent to represent you at any inquest, or in defence of any claim against you.

The maximum amount that we will pay is the limit of liability stated in the Schedule.

Other people using your watercraft

If someone else is piloting your watercraft with your permission, they too will be covered, provided that they:

- have never, to your knowledge, been refused insurance
- are not entitled to compensation under any other policy
- are not piloting the watercraft as an employee of a shipyard, slipway, yacht club or similar organisation
- comply with all the terms and conditions of this policy.

The maximum amount that we will pay is the limit of liability stated in the Schedule.

Waterskier's liability

Your liability to third parties also includes liability arising out of people being towed by you and engaging in water sport such as skiing, aquaplaning, kiting and paragliding.

How much we cover

How we handle claims in neighbouring countries

- if you have a valid claim, we may decide either to have the watercraft repaired in the country concerned, or have you bring it back to South Africa for repairs.
- we will not pay for the following:
 - theft of parts or accessories while the watercraft is left unguarded at the scene of an accident
 - more than the amount in the Schedule for towing costs and bringing the damaged watercraft back to South Africa
 - any government-imposed duties, customs, charges or stamps
 - if the watercraft is a write-off and you do not bring it back to South Africa, we will deduct the value of the salvage from your pay-out. The value of the salvage will be the amount we would have received for it in South Africa. You will remain the owner of the salvage and be responsible for complying with any local government requirements.

We also cover you for

In addition to the standard cover outlined in the preceding pages, you are also covered for the following, subject to the relevant conditions and limits stated in the Schedule:

Damage due to vermin or animals

We will cover damage caused by vermin or domestic or wild animals. Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers. Vermin include moths, rodents, termites, parasitic worms or any other animal or insect classified as invasive species.

Emergency and salvage expenses

We will pay for any reasonable costs incurred by you to avoid or minimise loss or damage to the watercraft.

Medical benefit

We will pay the medical benefit for any occupant of the watercraft who sustains bodily injury as a direct result of an insured event involving the watercraft.

Transit by land

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

Trauma counselling

We will pay the benefit for prescribed professional counselling if you are the victim of a violent act of theft, attempted theft, hold-up or hijacking.

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

Tow-and-assist

We will pay any reasonable costs incurred by you to tow and assist other watercraft in distress, or to summon emergency assistance. In all such cases, you must supply us with a copy of the official incident report to the relevant authorities.

Towing and emergency repairs

If your watercraft is immobilised as a result of an insured event, we will pay for it to be towed or delivered to a place of safety. We will also pay for any emergency repairs you authorised enabling you to continue on your journey, but you must obtain an itemised invoice.

Additional cover you can choose

Credit shortfall (Paying off your watercraft)

If your watercraft is a write-off and you are still paying it off, we will settle the amount still outstanding up to the percentage of the sum insured stated in the Schedule. The amount paid out is calculated as if your credit agreement was an instalment agreement paid in equal instalments over a number of years plus the residual/balloon amount.

It does not include:

- any arrear instalments or rentals (payments you may have missed as part of your credit agreement), or any interest still owing on them
- any premium refunds or recoveries from any insurance policy.

Paying out after a claim

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

Once we have assessed your damaged watercraft, we may repair it if it makes economic sense, or pay out; or we may replace it. If it is to be repaired, we will decide on the repairer and port of repair.

If less than five years old

If your watercraft is a total loss and less than five years old, we may replace it with a similar model or pay out the purchase price of a new one.

If more than five years old

If your watercraft is a total loss and more than five years old, we will pay for its reasonable market value. Quotations from two qualified watercraft dealers will be used to determine the market value.

We will take the sum insured as the value to determine whether it makes economic sense to repair the watercraft. The sum insured will not be reduced by the damage or salvage value.

Sails, protective covers, etc.

If your watercraft is not a total loss, we will pay for the reasonable market value for the loss or damage of sails, protective covers, erected tackle, or outboard or inboard motors and batteries.

Write-off after initial damage

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

You always pay the first amount or excess

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

Example

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

Your bank may take part of your pay-out

If you are financing your watercraft with a bank or authorised credit provider, be aware of the fact that they are entitled to use your insurance pay-out for a write-off to settle any money that you still owe them, if they feel that this is the only way to recover the money. This is a standard clause in the contract that you signed with them when you purchased your watercraft.

What is not covered

SPECIFIC EXCLUSIONS

Risks for your own expense

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

- depreciation, wear and tear, gradually operating causes
- reduction in value caused by repairs, lack of use or alterations
- loss or damage to motors, electrical machinery, batteries and their connections, unless caused by other damage to the watercraft, or there has been forced entry to or exit from the watercraft or place of storage
- mechanical, electrical or electronic breakdown, and failure or breakage, unless this is the result of other damage to the watercraft

- loss or damage arising from the fact that your watercraft is not seaworthy, in terms of South African law, or has not been maintained
- loss or damage arising from the fact that your watercraft was defectively designed or constructed.

Watercraft left unattended

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

Unsecured motors

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

Motors accidentally immersed

There is no cover for loss or damage to motors accidentally immersed in water, unless you have taken reasonable steps to flush and repair them immediately.

Sails torn by the wind

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

Theft or attempted theft

There is no cover for theft or attempted theft of the following:

- fixtures, fittings, equipment and outboard motors of the watercraft unless there are visible signs of force.
- jet skis, wet bikes and similar types of watercrafts that are left unsecured and unattended in the open, or on a trailer.

Driving under the influence

There is no cover where the person operating your watercraft:

- is under the influence of alcohol
- is under the influence of drugs or medication, unless it is prescribed by a doctor and is taken in the correct dosage
- refuses to submit to any test to determine the level of alcohol or drugs in their blood, such as a blood, urine or breathalyser test.

The following instances of liability

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

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

Your specific responsibilities

You must have a skipper's licence, and be 16 or older

In the event of a claim, you must be able to show us that you had a valid South African skipper's licence at the time, and are 16 years of age or older.

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

If the watercraft is conveyed on land, the driver must have a valid driver's licence.

A valid skipper's or driver's licence

A valid skipper's, driver's or learner's licence is one that:

- has been obtained from the correct authority, for the correct category
- has been renewed on time
- has not lapsed, or been cancelled or suspended.

Tender boat must be marked

Your tender boat must be permanently marked with the name of the parent craft it belongs to.

Personal computers



Key terms to understand

You	Includes yourself, your spouse and members of your immediate family who normally reside with you and are financially dependent on you
Computer	Your computer, laptop or tablet, as well as any associated accessories for example a monitor, keyboard, mouse, carrying case or printer. It includes any software supplied by the manufacturer as part of the computer, and any programs or software for which you have a legal licence, provided your sum insured is sufficient

Paying out after a claim

How much we pay

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

How we pay

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

Example

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

You always pay the first amount, or excess

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

Example

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

What we cover you for

STANDARD COVER

Loss or damage

We cover you for loss or damage anywhere in the world (including power surge), from any cause that is not specifically excluded.

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

Theft from unattended vehicle

Theft of property from your vehicle will be covered even if there are no signs of forced entry, but a higher excess will apply as shown in the Schedule.

Ensuring compatibility between your old and new computer

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

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

Reinstatement of data

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

What is not covered

You are not covered for any of the following scenarios:

- loss or damage that is already provided for under a maintenance or lease agreement
- theft from your place of employment, unless there are clear signs of forced entry into or exit from the building
- any loss from an unattended vehicle, except in the following instances:
 - The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are clear signs of forcible or violent entry into the building or the premises.
 - The vehicle is locked, there are clear signs of forced entry and the item is out of view, for instance inside a locked boot, inside the glove compartment or under a seat.
 - In the case of remote jamming, you will be covered up to the limit stated in the Schedule.
- loss or damage from:
 - the development of poor contacts, or the scratching of paint or polished surfaces
 - any process of cleaning, maintenance or upgrading
- parts that have a short life, unless this is a result of other insured damage to the computer that happened at the same time
- any loss incurred as a result of your not being able to use your damaged computer
- damage or liability of any kind not specifically provided for here
- electrical, electronic or mechanical breakdown, unless the loss or damage is accompanied or caused by other insured damage, or the **Electronic breakdown** cover has been selected.

Personal liability



Key terms to understand

You	Includes yourself, your spouse and any members of your immediate family who normally reside with you and are financially dependent on you
Liability	Refers to when you can be held legally liable to pay damages arising out of any event, not otherwise excluded under this section
Paying guest	A guest who stays in the building for a short period, without a contract in exchange for a fee
Tenant	A person who signed a rental agreement to live in the building for a set period. This includes sub-tenants

The increasing cost of negligence

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

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

Paying out after a claim

Pay-outs are always limited

When you claim for personal liability, your pay-out will always be limited to a specific amount in any 12-month period. These amounts are stated in the Schedule.

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

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

Example

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

How we deal with your liability claim

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

How we may settle your liability claim

- We will pay once we have either negotiated a settlement, or once we have accepted legal liability on your behalf.
- We may pay the liability benefit either to you, or to the person that is claiming liability against you.
- Once we have paid the liability benefit, we have met our responsibilities to you under this policy. We will not be responsible for any other costs relating to that claim.

Dual insurance

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

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

What we cover you for

GENERAL PERSONAL LIABILITY

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

Accidental death, bodily injury or illness

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

Accidental loss or damage

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

Legal costs

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

TENANT'S PERSONAL LIABILITY

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

In the home you are renting

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

You are not covered for the following:

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

Towards your domestic worker

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

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

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

PROPERTY OWNER'S LIABILITY

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

For the home you own

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

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

Towards your domestic worker

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

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

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

Renting out your home

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

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

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

Towards paying guests

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

SPREAD OF FIRE LIABILITY

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

We will cover your legal liability resulting from the spread of fire from your premises. The following conditions apply to this cover:

- You must comply with all the requirements of the National Veld and Forest Fire Act (if applicable).
- If a Fire Protection Association (as required by the above Act) has been registered for the area where your premises are situated, you must be a member of that Association.

There is no liability cover for the loss of, or damage to, plantations, forests or sugar cane.

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

SECURITY-RELATED LIABILITY

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

Wrongful arrest

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

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

Activities of your security company

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

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

Electric fence

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

BUSINESS LIABILITY

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

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

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

What is not covered

Judgments under US or Canadian law

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

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

Agreements that create their own liability

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

Punitive fines, penalties or exemplary damages

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

Seepage, pollution and contamination

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

Your employment, business or profession

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

Land and buildings

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

Letting of property

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

Example

If you rent your own home out to a third party you are covered under Property Owner's liability for certain insured events causing loss or damage. If, however, you let out property to third parties as a commercial venture such as an estate agent, the liability arising out of the letting activities is not covered under this policy.

Use and ownership of vehicles

You are not covered for liability arising from:

- your ownership or use of aircraft other than model aircraft
- your ownership or use of watercraft greater than 10.5 m
- loss or damage to any motorised vehicle or aircraft in your care, custody or control
- the use of any motorised vehicle if legislation requires you to insure the vehicles or provide security, or the governmental body has accepted responsibility for compensation
- the use of unmanned aerial vehicles (UAVs) such as drones, other than radio-controlled model aircraft (RCAs)
- the use of any motorised vehicles unless they are insured under the Motor and Watercraft sections of this policy and you have successfully claimed under those sections for own damage.

Death or bodily injury to employees or family

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

Loss or damage to property

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

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

No cover during structural alterations

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

Fraud, assault, reckless disregard

You are not covered for liability that arises out of:

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

Failure of insured to comply with obligations

You are not covered for liability that arises out of:

- the purchase, sale, barter or exchange of any property (movable or immovable) or
- your failure to comply with any obligations in terms of the transaction.

Debt, maintenance or alimony

You are not covered for liability that arises out of your failure to pay any debt or alimony or a breach of promise.

Your specific responsibilities

- Tell us immediately about any incident that caused another person's bodily injury, illness, death, damage to property or loss of property. Do not wait until you receive a letter telling you that another person holds you legally liable.
- Tell us immediately after you receive a letter of demand or a summons, or if another legal process was issued by you or against you.
- Send us all police reports, court documents, letters of demand or settlement offers.
- You must never admit guilt. If you do, you may not have cover under this policy.

Personal accident



Key terms to understand

Accident	An incident an insured person could not foresee, that happens unexpectedly and unintentionally at an identifiable time and place, and results in death or bodily injury. This includes motor vehicle accidents and hijackings
Bodily injury	Physical injury to an insured person's body caused by accidental, external and visible means. This includes injury caused by starvation, thirst and exposure to the elements
Child	An unmarried, financially dependent child of the policyholder who has not yet attained the age of 18. While the policyholder is eligible for cover under this policy, the age may (at our discretion) be extended to a child who has reached age 24, in respect of: <ul style="list-style-type: none"> ○ an unmarried child who is a full-time student at a registered educational institution. Being a full-time student means the child must attend lectures and the course must be at least 12 months in duration. A full-time student does not include studies via correspondence ○ an unmarried, financially dependent child of the policyholder who is mentally disabled or permanently, totally physically disabled.
Medical practitioner	A person who is legally licensed and qualified to practise medicine and surgery as required by the laws of the Republic of South Africa. This person may not be the policyholder, an insured person or any member of their family
Insured persons	You, your partner, your children or members of your immediate family, who permanently live with you and who are financially dependent on you. An insured person also includes people employed by you at your home, such as cleaning staff, nannies, au pairs, drivers and gardeners. Insured persons must be set out and named in your policy schedule
Partner	A person who is your permanent life partner who you have lived with for longer than 12 months at the time of the accident, your spouse or civil union partner

Paying out after a claim

How much we pay

We pay out the exact amount of cover that you chose when you signed up for this policy, so any claim is settled simply by referring to the Schedule of compensation below:

Schedule of compensation

- | | | |
|--------------|---|------------------------------------|
| ○ death | – | sum insured stated in the Schedule |
| ○ disability | – | as stated in the disability table |

Who do we pay

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

Age limit

You can claim only if you are older than six months and younger than 80 years of age. No pay-outs will be made for anyone outside of this age limit, even if the claim is a valid one.

Disability affects pay-out

The pay-out that you receive for disability depends on the extent to which you are disabled: the more severe your disability, the higher the pay-out. See table on next page.

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

DISABILITY TABLE	
Nature of the injury causing disability	% of amount shown in policy schedule
Complete and irreversible loss of:	
○ Speech	100%
○ Hearing in both ears	100%
○ Hearing in one ear	25%
○ Sight in both eyes	100%
○ Sight in one eye	50%
Total and permanent physical separation, or loss of function of:	
○ One arm or both arms	100%
○ One leg or both legs	100%
○ One arm and one leg	100%
○ Both hands or both feet	100%
○ One hand or one foot	50%
○ One hand and one foot	100%
○ Four fingers of either hand	70%
○ Thumb of either hand	30%
○ Any other finger of either hand	5%
○ All toes on one foot	30%
○ Great toe of either foot	10%
○ Any other toe	2%

What we cover you for

Bodily injury

We cover you for bodily injury sustained anywhere in the world that results in:

- death within 24 months
- permanent disability within 24 months
- injury that requires medical treatment.

The bodily injury must have been sustained directly as a result of an event that was clearly violent and accidental.

If the injury results in death, we will be entitled to have a post-mortem examination undertaken. This will be done at our own expense.

Disappearance

We will pay out the death benefit if you have disappeared, or are presumed dead by a court of law. There also has to be reasonable evidence that this was as a result of an injury as defined in this section.

If you are subsequently found to be alive, the pay-out has to be refunded by the person to whom it was made.

Exposure

We will pay if you are injured as result of exposure to the elements after an accident or an accident of the vehicle you are travelling in. Injury here includes the effects of thirst and starvation. So any claim is settled simply by referring to the schedule of compensation below:

Schedule of compensation

- death – sum insured stated in the Schedule
- medical benefit – sum insured stated in the Schedule
- disability – as stated in the disability table

Hospital benefit

This benefit pays a daily allowance for any non-medical expenses if an insured person requires hospitalisation after sustaining bodily injury in an accident.

- We will pay the amount shown in the Schedule for each day in hospital, up to the maximum amount shown in the Schedule for a 12 month period.
- Hospitalisation means that an insured person is admitted to a registered medical facility for a continuous period of at least 24 hours.

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

Trauma counselling

We will pay the benefit stated in the Schedule if you require professional counselling as a result of a traumatic insured event, for example, a fire, theft, hold-up, hijacking or assault.

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

What is not covered

Other cover

If you are covered under the “EnRoute” section of this policy there is no cover under this section for motor-related personal accident claims. All motor-related personal accident claims must be submitted under the “EnRoute” section.

Certain activities, actions or medical conditions

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

High-risk sports

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

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

High-risk occupations

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

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

Irresponsible actions

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

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

Certain medical conditions

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

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

Your specific responsibilities

Seek immediate medical treatment

In the event of a personal accident likely to lead to a claim, you must immediately see a registered medical practitioner, and follow any treatment that is recommended.

Agree to regular medical examinations

You must submit to any medical examination that we require of you, as often as required. We will pay for these medical examinations.

Tell us of important changes

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

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

Sasria SOC Limited



Dear customer...

Sasria provides short-term insurance cover against special risks that the broader insurance industry does not cover. Examples of these special risks are civil commotion, strike, riot, public disorder and terrorism.

This document is the legal and official version of your Sasria policy wording. The laws of South Africa govern this policy.

Your contract with Sasria comprises:

- the policy wording (this document);
- the Sasria policy schedule;
- any information that you, or someone acting on your behalf, supply to us; and
- any amendment to the policy.

Please read the wording carefully to make sure that you understand what your policy covers. You must always read the wording together with the Sasria schedule.

We look forward to being of service to you.

How to reach us

011 214 0800 or 086 172 7742 | contactus@sasria.co.za | www.sasria.co.za

General terms and conditions

How you should read this document

"We", "our" or "us" in the wording refers to Sasria SOC Ltd. "You" or "your" in the wording refers to the policyholder.

Words in the singular include the plural. Words in the masculine gender (he) include the feminine gender (she).

Your Sasria policy and the underlying policy

You must have an underlying policy in force

To be insured against the special risks mentioned above, you must have an underlying policy contract in force that includes Sasria cover at the time of the event that gives rise to a loss. If you choose to only take out Sasria cover, there must be a pro forma underlying policy as a formality. The pro forma policy can be issued by any underlying insurer. The underlying insurer must give you Sasria cover regardless of your risk profile.

Sasria policies attach to the underlying policy or they are stand-alone:

- **Attached policies** incorporate the terms, conditions and warranties of the underlying policy with some exceptions (see the next subsection).
- **Stand-alone policies** have their own terms and conditions that are listed in the relevant policy wording.

Policies that attach to the underlying policy	Stand-alone policies
Material Damage (Fire) Contract Works	Motor Business Interruption (Standing Charges, Working Expenses, Loss of net profit, Loss of gross profit, Project Delay)

Policies that attach to the underlying policy

For these policies, the terms, conditions, exclusions and warranties of the underlying policy also apply to the Sasria policy **except for those listed below**:

Standard S.A.I.A. Exceptions

The general exclusions of underlying policies typically include the Standard S.A.I.A. Exceptions. Your Sasria policy covers some of the S.A.I.A. Exceptions, but not all of them.

Your Sasria policy covers **civil commotion, riot, strike, lockout, public disorder, rebellion and revolution and terrorism** (S.A.I.A. Exceptions 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 C).

Your Sasria policy does not cover **war and war-related activities** (S.A.I.A. Exceptions A(ii), A(iii)(a) and A(vii) to the extent that A(vii) refers to A(ii) and A(iii)(a) and B).

In each policy, see **What we cover** and **What we don't cover** for the details.

If the numbering in your underlying policy does not correspond with the numbering of the Standard S.A.I.A. Exceptions, you must refer to the corresponding contents.

Extensions

Sasria special risk cover only applies to the basic cover of the underlying policy. It does not apply to any additional perils and extensions included in the underlying policy, whether optional or not. Sasria covers its own list of extensions at an additional premium.

Excess

For Material Damage (Fire), there is no excess payable if you claim under your Sasria policy.

For Contract Works, the following excess is payable:

For loss or damage to contract works and materials, the excess or first amount payable is calculated as 0,1% of the value of the specific contract for which a claim is made.

The following minimum and maximum amounts apply:

Minimum excess (first amount payable)

- R250 (Domestic risks)
- R2 500 (All other risks)

Maximum excess (first amount payable)

- R25 000

For loss or damage to a construction plant, the excess is R1 000 for each loss or damage arising from any one insured event.

Premium

Any adjustment of the premium clause or condition in the underlying policy will not automatically apply to your Sasria policy.

Period of insurance

The period of insurance of your Sasria policy is the same as the period of insurance of the underlying policy.

Sasria and the underlying insurer must sign your schedule

For your Sasria contract to be valid, the Sasria schedule must bear the signatures of a director of Sasria and the underlying insurer.

Cancellation

Only you have the option to cancel Sasria cover; Sasria will never cancel your cover.

If an underlying policy is cancelled, it does not automatically result in cancellation of your Sasria cover. The underlying insurer must give you the option to keep your Sasria cover except if the cancellation was due to non-payment. If you choose to keep your Sasria cover, the underlying insurer will issue a pro forma policy to which your Sasria policy will attach.

Our rights

To review rates and premiums

We reserve the right to review the terms and conditions of a policy, including rates and premiums, in line with all applicable laws (e.g. the Policyholder Protection Rules). Where necessary, some or all classes of business rates and premiums may be reviewed with reference to trends, expectations and assumptions, including but not limited to the following:

- a) Documented trend of poor performance on class or classes of business over the last three (3- to five (5) years;
- b) Reasonably balancing the interests of Sasria SOC Ltd and its policyholders' expectations; and
- c) The extent to which the assumptions on which the premium was based have been met.

In accordance with the law, we will duly notify the policyholder in writing, through our distribution channels, of the details of the pending review; the effective date of the review; the reasons for the review; the implication of the review; the policyholder's rights and obligations regarding the review,

including any cooling-off rights offered and procedures applicable for the exercise thereof; and any other relevant details.

Each policyholder will be given a reasonable notice period to make an informed decision as to whether the policy continues to meet the policyholder's requirements as a result of the reviewed terms and conditions.

To take possession of damaged property

When you claim under this policy, you agree that we, and any person authorised by us, have the right to enter the damaged property, or take possession of it, and deal with it in any reasonable manner. This right does not imply that we accept liability for the claim. It also does not diminish our right to apply any condition of this policy.

You remain responsible for all damaged property until it is in our possession.

To take legal action on your behalf

If we have compensated you for loss or damage, we have the right to recover our costs from the responsible third-party. We have the right to take legal action on your behalf to defend or settle any third-party claim. You agree that we may conduct the legal proceedings to our full discretion.

You must cooperate fully with us. Specifically, you agree to:

- do nothing that will prejudice or limit our rights;
- give us all information and documents we require;
- sign any document or affidavit that we request to enable us to exercise our rights;
- attend depositions, hearings, trials and give evidence as necessary; and
- make no admission, offer, promise, payment or statement about Sasria's liability without our written consent.

Transfer of rights

Only you have the right to claim against us under this policy. This right may only be transferred to another person or entity if you should die or if the law orders it.

Sharing information

By entering into a contract with Sasria, you waive your right to privacy and agree that we may disclose to any other insurance company any relevant information that you, or someone else on your behalf, has provided to us.

Your responsibilities

To be covered

To be covered under your Sasria policy:

1. The underlying policy must have been valid and active on the date of the insured event for which you claim;
2. The Sasria premium payments must be up to date and we must have received all such payments; and
3. You must, for attached policies, comply with the terms and conditions of your Sasria policy and those of the underlying policy (with the exceptions described above under **Policies that**

attach to the underlying policies). For stand-alone policies, you must comply with the terms and conditions of your Sasria policy.

Pay the premium in advance

Your Sasria premium is payable in advance per month or per year. If the period of insurance is more than one month, but less than 12 months, the full annual premium will be payable in advance.

If we do not receive your premium by the due date, we will consider this policy to have lapsed at 24:00 (midnight) of the last day of the previous period of insurance, unless you can prove that the failure to pay was an error on the part of our agent or your broker.

Take all reasonable precautions

You must take all reasonable action to prevent loss or damage.

Do not withhold information or commit fraud

It is your responsibility to make sure that you give us all relevant information and that this information is complete, correct, and remains correct. If you withhold any information, or give us false or incorrect information, we may refuse to pay your claim.

We have the right to verify or investigate any information that you submit.

We have the right to reject a claim if you, or any person representing you, commit fraud in terms of this Sasria policy. If we refuse to pay your claim because of fraud or attempted fraud, we will not refund premiums already paid and may start legal proceedings against the defrauding party.

You commit fraud if you, or anyone on your behalf:

- submit a false or dishonest claim under this policy;
- use false or dishonest means or false information to benefit from the cover that we provide; or
- deliberately cause an insured event. For example, if you should deliberately cause a fire or add fuel to it.

Compensation

How we compensate you

If you have a valid claim, we will compensate you for the lost or damaged property by making a payment to you, or by repairing, replacing or reinstating the damaged property.

Who gets the compensation?

If we accept liability, we compensate the policyholder, or his beneficiary in the event of his death, except in the following cases:

1. If the lost or damaged property is still under finance, we will pay the financial institution first.
2. If the lost or damaged property has been sold to you, but the seller still has an insurable interest in the property, we will compensate the seller proportionally if you write to us and request us to do so.

If the compensation that settles the claim is accepted, we will have no further liability regarding the claim.

Policy limits

The limits of compensation are detailed in the respective policies.

Agreed value

If the property is leased, rented or hired under an agreement that requires the insured to insure the property and/or be responsible for it at an agreed value, the sum insured will be the stipulated agreed value.

Countries where you are covered

This policy covers only property situated in the Republic of South Africa or in the territorial waters of South Africa. The 1982 United Nations Convention on the Law of the Sea defines territorial waters as "a belt of coastal waters extending 12 nautical miles (22.2 km) from the baseline (usually the mean low-water mark) into the sea".

Sasria has an agreement with the Namibian special risk insurance association (Nasria). In terms of this agreement, you have Sasria cover in Namibia for a maximum of sixty (60) consecutive days.

Disputes

If a dispute arises as to the compensation payable, or the liability of Sasria, we will refer the matter for arbitration in terms of the arbitration laws in force at that time in the Republic of South Africa, at a place that we will determine.

You will not have the right to take legal action against Sasria until the arbiter has made a decision. The decision of the arbiter will be final and binding.

Amendment

You, or Sasria, may amend this policy, but no amendment to this policy will be valid unless a director of Sasria has signed the amendment.

How to claim

What to do after an insured event

1. Contact your underlying insurer. The underlying insurer will let you know if you have a special risk claim and will handle the Sasria claim on your behalf.
2. Report the incident to the police within 48 hours and get a case number.
3. Do not make any offer or promise or admit responsibility.
4. Do not leave any damaged property without supervision, if possible.

You must claim, or notify us of the intention to claim, under this policy within thirty (30) days of the date of the insured event.

If we receive your claim or notification more than twelve (12) months after the date of the insured event, we will not consider liability, unless the claim is the subject of pending legal action or if the underlying insurer has not yet completed the final assessment of the loss. It is your responsibility to notify Sasria immediately of a pending legal action or delay in the final assessment.

Supporting documents

For all claims, we will request supporting documents or information. Your underlying insurer will send you a list of all the required documents.

Material damage (Fire)

Material damage (Fire) attaches to the underlying policy. Please see the general terms and conditions above for an explanation of attached policies.

Important words and phrases

Word or phrase	Defined meaning
Civil commotion	Large-scale violence by members of the public, causing injury to people or damage to property.
Consequential loss	Loss or damage that is not directly caused by an insured risk, but which is an indirect consequence or result of the insured risk.
Labour disturbance	<p>In the case of Slabbert Burger vs Sasria, disturbance in a labour context was defined as “an overt disturbance of the public peace in defiance of authority, leading to physical damage”.</p> <p>Sasria will only consider a claim for loss or damage as a result of a labour disturbance if all four of the following elements are present:</p> <ul style="list-style-type: none"> • A disturbance of the public peace; • Which happens openly, or which is clear upon observing; • In disobedience of authority; and • Which leads to physical loss or damage.
Lockout	<p>According to section 213 of the Labour Relations Act (66 of 1995), a lockout means “the exclusion by an employer of employees from the employer’s workplace, for the purpose of compelling the employees to accept a demand in respect of any matter of mutual interest between employer and employee, whether or not the employer breaches those employees’ contracts of employment in the course of or for the purpose of that exclusion”.</p> <p>This definition may be amended by South African law from time to time.</p>
Looting	<p>To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers.</p> <p>Sasria does not cover theft.</p>
Policyholder	<p>The person(s) or juristic entity in whose name the policy is issued.</p> <p>A policyholder could be:</p> <ul style="list-style-type: none"> • A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or • A subsidiary of the holding company; or • An entity other than a company; or • A person or persons.

Public disorder	A riot or other civil commotion that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations.
Riot	<p>In terms of case law, riot means the tumultuous disturbance of public peace by an assembly of three or more persons acting together in the execution of some private objective.</p> <p>Sasria will only consider a claim for loss or damage as a result of a riot, if all four of the following elements are present:</p> <ul style="list-style-type: none"> • Three or more persons who have assembled with the same objective; • A tumultuous disturbance of the public peace; • Which leads to strife, violence or threats of violence; and • Physical loss or damage. <p>In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.</p>
Strike	<p>According to section 213 of the Labour Relations Act (66 of 1995), a strike means “the partial or complete concerted refusal to work, or the retardation or obstruction of work, by persons who are or have been employed by the same employer or by different employers, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between employer and employee, and every reference to ‘work’ in this definition includes overtime work, whether it is voluntary or compulsory”.</p> <p>This definition may be amended by South African law from time to time.</p>
Terrorism	<p>The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims.</p> <p>Please note that Sasria cover does not extend beyond the borders of South Africa. In other words, if terrorism happens outside the borders of South Africa, Sasria does not cover that. Furthermore, Sasria does not cover consequential loss emanating from any acts of terrorism.</p>

WHO do we cover?

In the Material Damage policy, Sasria covers the policyholder.

What we cover

Sasria will compensate you for the loss of, or damage to, property insured in the underlying policy, if that loss or damage is directly related to, or caused by:

1. 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;
2. 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;
3. 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;

4. Any attempt to perform any act referred to in clauses 1, 2 and 3 above;
5. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clauses 1, 2, 3 or 4 above;
6. Looting committed as part of the acts described in 1, 2, 3, 4 or 5 above.

What we DON'T cover

Sasria does not compensate you for:

1. Any form of consequential or indirect loss or damage, other than the loss of rent. We will only cover loss of rent if the underlying policy specifically insures it, and only until the insured building is again suitable to be rented out or occupied;
2. Consequential loss or damage resulting from stopping work, totally or partially, or from delaying, interrupting or stopping any process or operation;
3. Loss or damage resulting from a lawful authority confiscating, commandeering or requisitioning insured property, permanently or temporarily, or any attempt to do so;
4. Loss or damage, in any way caused by, or contributed to, an act of terrorism that uses, or threatens to use, any nuclear weapon or device, or any chemical or biological agent;
5. Loss or damage, in any way caused by, or contributed to, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, 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 a state of siege;
6. Any attempt to perform any act referred to in clauses 4 and 5 above;
7. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clause 4 and 5 above;
8. 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 South African territory to which this policy applies;
9. Loss or damage caused by prevention of access (for example, deterioration of stock or perishables);
10. Loss or damage for which you are liable in terms of a contract, unless you would have been liable for the damage in the absence of the contract;
11. Loss or damage caused directly or indirectly by a nuclear event. A nuclear event is an incident or accident involving the release of radioactive material with negative health and environmental effects.

If we reject a claim by reason of exclusion 5 or 8, you will have to prove that the loss or damage was not related to exclusion 5 or 8.

Conditions

If an insured building or structure is destroyed and Sasria has accepted liability for your claim, you may replace the destroyed building with an equivalent building at another site. Our liability will be limited to the cost of reinstating the destroyed building or structure at the original site.

Compensation

The limit of compensation for the period of insurance is R500 million (excluding VAT), even if the sum insured exceeds R500 million (excluding VAT). Sasria allows for the reinstatement of cover if the limit of compensation has been exhausted during the period of insurance. An additional premium will be charged for reinstated cover for the remainder of the period of insurance.

You may take out additional Sasria cover up to R1 billion at an additional premium. The limit of R1 billion applies to additional cover for Material Damage and Business Interruption combined.

Sasria will base compensation for a single lost or damaged item, or for all the lost or damaged items together, on the sum insured, even if there is a Basis of Loss Settlement clause in the underlying policy.

Dear customer...

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How to reach us

011 214 0800 or 086 172 7742 | contactus@sasria.co.za | www.sasria.co.za

General terms and conditions

How you should read this document

"We", "our" or "us" in the wording refers to Sasria SOC Ltd. "You" or "your" in the wording refers to the policyholder.

Words in the singular include the plural. Words in the masculine gender (he) include the feminine gender (she).

Your Sasria policy and the underlying policy

You must have an underlying policy in force

To be insured against the special risks mentioned above, you must have an underlying policy contract in force that includes Sasria cover at the time of the event that gives rise to a loss. If you choose to only take out Sasria cover, there must be a pro forma underlying policy as a formality. The pro forma policy can be issued by any underlying insurer. The underlying insurer must give you Sasria cover regardless of your risk profile.

Sasria policies attach to the underlying policy or they are stand-alone:

- **Attached policies** incorporate the terms, conditions and warranties of the underlying policy with some exceptions (see the next subsection).
- **Stand-alone policies** have their own terms and conditions that are listed in the relevant policy wording.

Policies that attach to the underlying policy	Stand-alone policies
Material Damage (Fire) Contract Works	Motor Business Interruption (Standing Charges, Working Expenses, Loss of net profit, Loss of gross profit, Project Delay)

Policies that attach to the underlying policy

For these policies, the terms, conditions, exclusions and warranties of the underlying policy also apply to the Sasria policy **except for those listed below**:

Standard S.A.I.A. Exceptions

The general exclusions of underlying policies typically include the Standard S.A.I.A. Exceptions. Your Sasria policy covers some of the S.A.I.A. Exceptions, but not all of them.

Your Sasria policy covers **civil commotion, riot, strike, lockout, public disorder, rebellion and revolution and terrorism** (S.A.I.A. Exceptions 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 C).

Your Sasria policy does not cover **war and war-related activities** (S.A.I.A. Exceptions A(ii), A(iii)(a) and A(vii) to the extent that A(vii) refers to A(ii) and A(iii)(a) and B).

In each policy, see **What we cover** and **What we don't cover** for the details.

If the numbering in your underlying policy does not correspond with the numbering of the Standard S.A.I.A. Exceptions, you must refer to the corresponding contents.

Extensions

Sasria special risk cover only applies to the basic cover of the underlying policy. It does not apply to any additional perils and extensions included in the underlying policy, whether optional or not.

Excess

For Material Damage (Fire), there is no excess payable if you claim under your Sasria policy.

For Contract Works, the following excess is payable:

For loss or damage to contract works and materials, the excess or first amount payable is calculated as 0,1% of the value of the specific contract for which a claim is made.

The following minimum and maximum amounts apply:

Minimum excess (first amount payable)

- R250 (Domestic risks)
- R2 500 (All other risks)

Maximum excess (first amount payable)

- R25 000

For loss or damage to a construction plant, the excess is R1 000 for each loss or damage arising from any one insured event.

Premium

Any adjustment of the premium clause or condition in the underlying policy will not automatically apply to your Sasria policy.

Period of insurance

The period of insurance of your Sasria policy is the same as the period of insurance of the underlying policy.

Sasria and the underlying insurer must sign your schedule

For your Sasria contract to be valid, the Sasria schedule must bear the signatures of a director of Sasria and the underlying insurer.

Cancellation

Only you have the option to cancel Sasria cover; Sasria will never cancel your cover.

If an underlying policy is cancelled, it does not automatically result in cancellation of your Sasria cover. The underlying insurer must give you the option to keep your Sasria cover except if the cancellation was due to non-payment. If you choose to keep your Sasria cover, the underlying insurer will issue a pro forma policy to which your Sasria policy will attach.

Our rights

To review rates and premiums

We reserve the right to review the terms and conditions of a policy, including rates and premiums, in line with all applicable laws (e.g. the Policyholder Protection Rules). Where necessary, some or all classes of business rates and premiums may be reviewed with reference to trends, expectations and assumptions, including but not limited to the following:

- a) Documented trend of poor performance on class or classes of business over the last three (3- to five (5) years;
- b) Reasonably balancing the interests of Sasria SOC Ltd and its policyholders' expectations; and
- c) The extent to which the assumptions on which the premium was based have been met.

In accordance with the law, we will duly notify the policyholder in writing, through our distribution channels, of the details of the pending review; the effective date of the review; the reasons for the review; the implication of the review; the policyholder's rights and obligations regarding the review,

including any cooling-off rights offered and procedures applicable for the exercise thereof; and any other relevant details.

Each policyholder will be given a reasonable notice period to make an informed decision as to whether the policy continues to meet the policyholder's requirements as a result of the reviewed terms and conditions.

To take possession of damaged property

When you claim under this policy, you agree that we, and any person authorised by us, have the right to enter the damaged property, or take possession of it, and deal with it in any reasonable manner. This right does not imply that we accept liability for the claim. It also does not diminish our right to apply any condition of this policy.

You remain responsible for all damaged property until it is in our possession.

To take legal action on your behalf

If we have compensated you for loss or damage, we have the right to recover our costs from the responsible third-party. We have the right to take legal action on your behalf to defend or settle any third-party claim. You agree that we may conduct the legal proceedings to our full discretion.

You must cooperate fully with us. Specifically, you agree to:

- do nothing that will prejudice or limit our rights;
- give us all information and documents we require;
- sign any document or affidavit that we request to enable us to exercise our rights;
- attend depositions, hearings, trials and give evidence as necessary; and
- make no admission, offer, promise, payment or statement about Sasria's liability without our written consent.

Transfer of rights

Only you have the right to claim against us under this policy. This right may only be transferred to another person or entity if you should die or if the law orders it.

Sharing information

By entering into a contract with Sasria, you waive your right to privacy and agree that we may disclose to any other insurance company any relevant information that you, or someone else on your behalf, has provided to us.

Your responsibilities

To be covered

To be covered under your Sasria policy:

1. The underlying policy must have been valid and active on the date of the insured event for which you claim;
2. The Sasria premium payments must be up to date and we must have received all such payments; and
3. You must, for attached policies, comply with the terms and conditions of your Sasria policy and those of the underlying policy (with the exceptions described above under **Policies that**

attach to the underlying policies). For stand-alone policies, you must comply with the terms and conditions of your Sasria policy.

Pay the premium in advance

Your Sasria premium is payable in advance per month or per year. If the period of insurance is more than one month, but less than 12 months, the full annual premium will be payable in advance.

If we do not receive your premium by the due date, we will consider this policy to have lapsed at 24:00 (midnight) of the last day of the previous period of insurance, unless you can prove that the failure to pay was an error on the part of our agent or your broker.

Take all reasonable precautions

You must take all reasonable action to prevent loss or damage.

Do not withhold information or commit fraud

It is your responsibility to make sure that you give us all relevant information and that this information is complete, correct, and remains correct. If you withhold any information, or give us false or incorrect information, we may refuse to pay your claim.

We have the right to verify or investigate any information that you submit.

We have the right to reject a claim if you, or any person representing you, commit fraud in terms of this Sasria policy. If we refuse to pay your claim because of fraud or attempted fraud, we will not refund premiums already paid and may start legal proceedings against the defrauding party.

You commit fraud if you, or anyone on your behalf:

- submit a false or dishonest claim under this policy;
- use false or dishonest means or false information to benefit from the cover that we provide; or
- deliberately cause an insured event. For example, if you should deliberately cause a fire or add fuel to it.

Compensation

How we compensate you

If you have a valid claim, we will compensate you for the lost or damaged property by making a payment to you, or by repairing, replacing or reinstating the damaged property.

Who gets the compensation?

If we accept liability, we compensate the policyholder, or his beneficiary in the event of his death, except in the following cases:

1. If the lost or damaged property is still under finance, we will pay the financial institution first.
2. If the lost or damaged property has been sold to you, but the seller still has an insurable interest in the property, we will compensate the seller proportionally if you write to us and request us to do so.

If the compensation that settles the claim is accepted, we will have no further liability regarding the claim.

Policy limits

The limits of compensation are detailed in the respective policies.

Agreed value

If the property is leased, rented or hired under an agreement that requires the insured to insure the property and/or be responsible for it at an agreed value, the sum insured will be the stipulated agreed value.

Countries where you are covered

This policy covers only property situated in the Republic of South Africa or in the territorial waters of South Africa. The 1982 United Nations Convention on the Law of the Sea defines territorial waters as "a belt of coastal waters extending 12 nautical miles (22.2 km) from the baseline (usually the mean low-water mark) into the sea".

Sasria has an agreement with the Namibian special risk insurance association (Nasria). In terms of this agreement, you have Sasria cover in Namibia for a maximum of sixty (60) consecutive days.

Disputes

If a dispute arises as to the compensation payable, or the liability of Sasria, we will refer the matter for arbitration in terms of the arbitration laws in force at that time in the Republic of South Africa, at a place that we will determine.

You will not have the right to take legal action against Sasria until the arbiter has made a decision. The decision of the arbiter will be final and binding.

Amendment

You, or Sasria, may amend this policy, but no amendment to this policy will be valid unless a director of Sasria has signed the amendment.

How to claim

What to do after an insured event

1. Contact your underlying insurer. The underlying insurer will let you know if you have a special risk claim and will handle the Sasria claim on your behalf.
2. Report the incident to the police within 48 hours and get a case number.
3. Do not make any offer or promise or admit responsibility.
4. Do not leave any damaged property without supervision, if possible.

You must claim, or notify us of the intention to claim, under this policy within thirty (30) days of the date of the insured event.

If we receive your claim or notification more than twelve (12) months after the date of the insured event, we will not consider liability, unless the claim is the subject of pending legal action or if the underlying insurer has not yet completed the final assessment of the loss. It is your responsibility to notify Sasria immediately of a pending legal action or delay in the final assessment.

Supporting documents

For all claims, we will request supporting documents or information. We will send you a list of all the required documents.

Motor

Motor is a stand-alone policy with its own terms and conditions. It does not attach to the terms and conditions of the underlying policy.

Important words and phrases

Word or phrase	Defined meaning
Civil commotion	Large-scale violence by members of the public, causing injury to people or damage to property.
Consequential loss	Loss or damage that is not directly caused by an insured risk, but which is an indirect consequence or result of the insured risk.
Labour disturbance	<p>In the case of Slabbert Burger vs Sasria, disturbance in a labour context was defined as “an overt disturbance of the public peace in defiance of authority, leading to physical damage”.</p> <p>Sasria will only consider a claim for loss or damage as a result of a labour disturbance if all four of the following elements are present:</p> <ul style="list-style-type: none"> • A disturbance of the public peace; • Which happens openly, or which is clear upon observing; • In disobedience of authority; and • Which leads to physical loss or damage.
Lockout	<p>According to section 213 of the Labour Relations Act (66 of 1995), a lockout means “the exclusion by an employer of employees from the employer’s workplace, for the purpose of compelling the employees to accept a demand in respect of any matter of mutual interest between employer and employee, whether or not the employer breaches those employees’ contracts of employment in the course of or for the purpose of that exclusion”.</p> <p>This definition may be amended by South African law from time to time.</p>
Looting	<p>To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers.</p> <p>Sasria does not cover theft.</p>
Policyholder	<p>The person(s) or juristic entity in whose name the policy is issued.</p> <p>A policyholder could be:</p> <ul style="list-style-type: none"> • A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or • A subsidiary of the holding company; or • An entity other than a company; or • A person or persons.

Public disorder	A riot or other civil commotion that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations.
Riot	<p>In terms of case law, riot means the tumultuous disturbance of public peace by an assembly of three or more persons acting together in the execution of some private objective.</p> <p>Sasria will only consider a claim for loss or damage as a result of a riot, if all four of the following elements are present:</p> <ul style="list-style-type: none"> • Three or more persons who have assembled with the same objective; • A tumultuous disturbance of the public peace; • Which leads to strife, violence or threats of violence; and • Physical loss or damage. <p>In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.</p>
Strike	<p>According to section 213 of the Labour Relations Act (66 of 1995), a strike means “the partial or complete concerted refusal to work, or the retardation or obstruction of work, by persons who are or have been employed by the same employer or by different employers, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between employer and employee, and every reference to ‘work’ in this definition includes overtime work, whether it is voluntary or compulsory”.</p> <p>This definition may be amended by South African law from time to time.</p>
Terrorism	<p>The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims.</p> <p>Please note that Sasria cover does not extend beyond the borders of South Africa. In other words, if terrorism happens outside the borders of South Africa, Sasria does not cover that. Furthermore, Sasria does not cover consequential loss emanating from any acts of terrorism.</p>
Total loss	A vehicle is a total loss if the cost to repair the damage to the vehicle exceeds 70% of the retail value of vehicle.

WHO do we cover?

The Motor policy covers the policyholder and any insured entity or person named in the schedule.

Vehicles categories

Sasria covers any vehicle of the categories listed below, including accessories and spare parts fitted onto the vehicle.

Motor category 1 (M1)

- Motor cars (business and private use only, not used for the conveyance of goods for trade purposes)

The term "motor cars" includes cars, SUVs, micro-buses, station wagons, safari vans, motorised caravans, minibuses, minivans and domestic trailers and caravans.

- Motor cycles (business and private use only, not used for the conveyance of goods for trade purposes)

Motorcycles, 3-wheeled vehicles, motorised wheel chairs, auto cycles, motor scooters, e-bikes, mechanically-assisted pedal cycles and unipeds.

- Light delivery vehicles (LDVs) (private use only)

The vehicle must be insured in the name of an individual and used solely for private purposes.

We cover a farmer's fleet of LDVs, provided that the vehicles are used for private purposes only, and each vehicle is listed on the schedule of the underlying motor policy.

The underlying policy must be endorsed as follows:

'It is warranted that the vehicle insured herein is used purely for private and domestic use and not used for the conveyance of goods for trade purposes.'

Motor category 2 (M2)

- Motor cars (used for the conveyance of goods for trade purposes)

The term "motor cars" include cars, LDVs, micro-buses, station wagons, safari vans, motorised caravans, minibuses, minivans, caravans and domestic trailers, where such vehicles are used for the conveyance of goods for trade purposes.

- Motor cycles (used for the conveyance of goods for trade purposes)

Motorcycles, 3-wheeled vehicles, motorised wheel chairs, auto cycles, motor scooters, e-bikes, mechanically-assisted pedal cycles and unipeds, where such vehicles are used for the conveyance of goods for trade purposes.

- Non-registered types

Non-registered vehicles may be insured under the Motor section. These vehicles are described as manually assisted vehicles, such as, but not limited to, lawnmowers, golf carts, forklifts, goods-carrying trolleys, tractors with or without lifting apparatus, road rollers, quad bikes, tractors used for maintenance of recreational grounds, sprayers (disinfectant, sanitary and tar), water carts, road graders, scarifiers, sweepers, tower wagons and compressors.

Motor category 3 (M3)

- Minibus

A motor vehicle designed or adapted for the conveyance of more than nine, but not more than 16 persons, including the driver.

- Midibus

A motor vehicle designed or adapted for the conveyance of more than 16, but not more than 35 persons, including the driver.

Motor category 4 (M4)

- Motor vehicles insured under an underlying Motor Trader policy and owned by, or in the custody or control of, a motor dealer, a panel beater, or the like.

Motor category 5 (M5)

- Buses

A bus means any vehicle designed or adapted for the conveyance of more than 35 persons, including the driver.

Motor category 6 (M6)

- Registered mobile plant

A vehicle designed to be used on a construction site and registered to be driven on a public road.

Motor category 7 (M7)

- Bus Rapid Transit system

A bus authorised to operate along a rapid transport lane in a bus rapid transport system, and which has a regulated floor height and door configuration designed to facilitate speedy access of passengers to and from dedicated boarding facilities.

Motor category 8 (M8)

A commercial vehicle with a gross vehicle mass of 3500kg and above, used for the conveyance of goods for trade purposes.

Relationship between vehicle and the policyholder

For Sasria to cover loss or damage to a vehicle, the vehicle must be:

- Owned by the policyholder or an insured entity or person; or
- Leased by the policyholder or an insured entity or person; or
- A replacement vehicle that the policyholder or an insured entity or person is using while their own vehicle is with a service provider for a service, repairs or an overhaul.

What we cover

Sasria will compensate you for the loss of, or damage to, a vehicle insured in the underlying policy, if that loss or damage is directly related to, or caused by:

1. 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;
2. 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;
3. 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;

4. Any attempt to perform any act referred to in clauses 1, 2 and 3 above;
5. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clauses 1, 2, 3 or 4 above;
6. Looting committed as part of the acts described in 1, 2, 3, 4 or 5 above.

What we DON'T cover

Sasria does not compensate you for:

1. Any form of consequential or indirect loss or damage, depreciation of any nature, wear and tear, and any form of mechanical or electrical failure or breakdown;
2. Consequential loss or damage resulting from stopping work, totally or partially, or from delaying, interrupting or stopping any process or operation;
3. Loss or damage resulting from a lawful authority confiscating, commandeering or requisitioning insured property, permanently or temporarily, or any attempt to do so;
4. Loss or damage, in any way caused by, or contributed to, an act of terrorism that uses, or threatens to use, any nuclear weapon or device, or any chemical or biological agent;
5. Loss or damage, in any way caused by, or contributed to, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, 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 a state of siege;
6. Any attempt to perform any act referred to in clauses 4 and 5 above;
7. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clause 4 and 5 above;
8. 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 South African territory to which this policy applies;
9. Loss or damage for which you are liable in terms of a contract, unless you would have been liable for the damage in the absence of the contract;
10. Loss or damage caused directly or indirectly by a nuclear event. A nuclear event is an incident or accident involving the release of radioactive material with negative health and environmental effects.

If we reject a claim by reason of exclusion 5 or 8, you will have to prove that the loss or damage was not related to exclusion 5 or 8.

Conditions

1. If an insured vehicle is a total loss, the policy will end from the date of such total loss and no refund of the premium will be payable to the policyholder.
2. If an insured vehicle is used to convey goods for trade purposes at the time of the loss or damage, and it is not insured in the correct Motor category, we will not be liable for such loss or damage to the vehicle.
3. You may cancel your Sasria Motor policy at any time, but no pro-rata refund of the premium will be payable if you were paying the minimum premium.
4. At the end of each period of insurance, you must declare all fleet vehicles insured under this policy so that Sasria can make a premium adjustment. You must give us the declaration within 45 days of the end of each period of insurance. We will refund you 50% of the premium or require you to pay the additional premium, as applicable.
5. You must provide your broker with a list of all vehicles insured under this policy as and when we request it.
6. If Sasria accepts liability for a claim under this policy, we extend cover to include damage to a third-party vehicle that is not insured with Sasria, but only if the incident took place while the third-party vehicle was driven on a public road.

Compensation

There is no excess payable if you claim under your Sasria Motor policy.

In the event of a total loss:

1. If an insured vehicle is less than 12 (twelve) months old, from the date of first registration, and the vehicle has travelled less than 2500km per month on average since the date of first registration, Sasria agrees to bear the costs of replacing the vehicle with a new vehicle of the same make and model (subject to the availability thereof). This applies only to vehicles not exceeding 3500kg gross vehicle mass.
2. For vehicles not meeting the condition in 1., the maximum compensation will be the lesser of the retail value (as reflected in the latest TransUnion Auto Dealer Digest) or the agreed value stated on the Sasria policy schedule.

Accessories or spare parts:

If any spare part or accessory required for the repair of a vehicle is no longer available in South Africa, we will pay you a sum equal to the value of the spare part or accessory at the time of the loss or damage. However, the compensation will not exceed the manufacturer's last listed price when the spare part or accessory was still available in the Republic of South Africa.

Towing and storage costs:

If the insured vehicle is involved in an incident that Sasria covers, you must arrange towing and storage with the underlying insurer's authorised service provider. If Sasria accepts liability for the claim, we will refund the underlying insurer. We will also pay the reasonable cost to deliver the vehicle to your address in South Africa after repairs.