

MUTUAL & FEDERAL

PROTECTING WHAT'S IMPORTANT TO YOU

allsure policy wording

allsure Value Added Services

swiftcare – 0860 24 7 365

allsure automatically includes **swiftcare** – a value added service with quality benefits to assist you in the following emergency circumstances:

- Roadside assistance
- Home assistance
- 24SEVEN Card Protection
- Medical assistance

swiftcare is available to **allsure** policyholders 24 hours a day, 7 days a week and 365 days a year in South Africa, and on a telephonic access basis in neighbouring countries. Compensation for these benefits will only apply if the policyholder called the **swiftcare** call centre in the first instance for assistance.



Critical 5 HIV Prevention Plan – 0860 MF CARE (0860 63 2273)

Mutual & Federal is serious about corporate social responsibility and has teamed up with the Health Finance Corporation and ER24 to bring you the Critical 5 HIV Prevention Plan – providing immediate assistance and preventative treatment for accidental exposure to HIV through rape, assault, needle stick injuries, motor vehicle accidents and other exposures, to all current **allsure** policyholders.



Swift Accident Management Solutions (SAMS) - 0860 24 7 365

A value added service to provide fast and efficient towing assistance if your Mutual & Federal comprehensively insured vehicle is involved in a vehicle accident. The SAMS help-desk will immediately dispatch an approved towing operator and the vehicle will be towed to the closest Mutual & Federal repair centre. Full compensation for this benefit will only apply if the policyholder called the SAMS help-desk in the first instance for towing authorisation - otherwise a limited benefit will apply.



For more information or electronic versions of the above brochures, visit our website at www.mf.co.za.

Please contact your local Mutual & Federal office for “**DO NOT TOW**” stickers. To ensure that only authorised towing takes place, please affix these stickers to the inside of your Mutual & Federal insured vehicle(s), preferably on the small passenger window behind the driver.

Mutual & Federal Multi-purpose Centres

Providing a quick and easy way to get accident damaged vehicles assessed and authorised for repairs.



Why do we have a business partner at our Multi-purpose Centres?

Mutual & Federal Multi-purpose Centres are a service initiative to assist our clients and brokers.

Should you use our business partners to undertake your vehicle repairs once we have completed the assessment, we can do the following:

'Work-in-progress' checks

Our on-site Motor Engineer will conduct spot checks whilst the repairs are in progress to ensure that work is carried out in accordance with our instructions.

Post repair inspection

Once the repairs have been completed, our Motor Engineer will inspect and assess the quality of the repairs to ensure that our high standards are maintained.

Further advantages to you include:

Quicker repairs

We have a Service Level Agreement in place with our business partners that indicates the time period within which repairs must be completed.

Impact on average cost per claim

It has been our experience that the average cost per claim is lower where vehicles are repaired by our business partners.

For more information on the **Multi-purpose Centre** closest to you, visit www.mf.co.za .

Personal Insurance Policy

This document includes the terms, conditions and *exclusions* for the following sections of insurance. Please refer to *your schedule* for the sections *you* have insurance for.

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If shown in the *schedule*, *you* have separate insurance for riots and strikes. This insurance is provided by Sasria SOC Ltd, Registration number: 1979/000287/06.



Signed for the insurer

Please make sure that *your* policy meets *your* needs. To change *your* policy, please contact *your* broker or *us* on **0860 22 55 63**.

General

1. Introducing *your allsure* Policy

1.1 Purpose of insurance

The purpose of insurance is to put *you* in the same financial position *you* were in before any insured event, loss or damage occurred less any *excess you* must pay. To be compensated, *you* must have complied with all policy terms and conditions.

There are limits to the compensation for the events or items *you* insure. Please see *your schedule* for the limits of compensation.

1.2 Basis of the *allsure* insurance policy

According to the terms and conditions of this insurance policy:

- *you* must pay *us* a monthly or yearly premium and comply with the terms, conditions of the policy. **Your insurance will end if we do not receive your premium in time;**
- we compensate *you* for loss or damage *you* suffer from Insured events set out in the policy less any *excess you* must pay.

We may decide how to compensate *you*. Please check the conditions for compensation in each section.

1.3 The information that forms part of *your* policy

The following documents and information form part of *your* insurance policy and must be read together as one document:

- **The information you gave to us when you applied for insurance.** *You* might have given information in an application form, online, through an intermediary, or over the telephone.
- **A schedule.** This sets out the type of insurance *you* have bought, the people who are insured, the *period of insurance*, the amounts *you* are insured for, the *excesses* that apply and the premium *you* must pay. Any changes to *your* policy will be shown in *your schedule* and will form part of *your* policy.
- **Insurance terms, conditions and exclusions.** These consist of:
 - general terms, conditions and *exclusions*. The General terms, Conditions and *Exclusions* set out *your* duties, the compensation *we* give, and how to claim for an Insured event for any loss or damage to insured items;
 - terms, conditions and *exclusions* specific to each section (for example, to Motor insurance or Household Goods insurance);
 - refer to *your schedule* for the sections that apply to *your* policy.

2. Using *your* Policy

2.1 Definitions

These definitions apply throughout the policy. Please see the definitions specific to each section at the start of the section.

<i>You, your, yourself</i>	means the person named on the <i>schedule</i> as the policyholder. In certain sections, <i>you</i> includes <i>spouse</i> and family who live with <i>you</i> and who are financially dependent on <i>you</i> . See each section for who we insure.
<i>We, us, our</i>	means Mutual & Federal Insurance Company Limited, registration number 1970/006619/06.
<i>Spouse</i>	means a person who: <ul style="list-style-type: none">• is the partner of the policyholder in any marriage, civil union or customary union recognised by South African law; or• is living with the policyholder in a relationship that is intended to be permanent and who is named in the <i>schedule</i>.
<i>Beneficiary</i>	means the person <i>you</i> choose and whose name appears on the <i>schedule</i> to receive compensation if <i>you</i> die.
<i>Anniversary date</i>	means the date 12 months after the <i>Start date</i> of <i>your</i> policy, unless <i>your</i> policy specifically states otherwise.
<i>Consequential loss</i>	any additional loss or damage that happens as a result of the insured loss or damage.
<i>Excess</i>	means the first amount <i>you</i> must pay before <i>we</i> settle a claim.
<i>Exclusions</i>	means an event, loss or damage that is not insured.
<i>Liability</i>	means responsible in law.
<i>Held liable</i>	means held responsible in law by a South African Court.
<i>May</i>	means are entitled to.
<i>Period of insurance</i>	means for yearly policies: the period from the <i>Start date</i> of <i>your</i> insurance to the <i>anniversary date</i> ; for monthly policies: the period from the <i>Start date</i> of <i>your</i> insurance to the same day of the month one month later.
<i>Start date</i>	means the latest of the following dates: <ul style="list-style-type: none">• the date on which insurance starts, as given in the <i>schedule</i>;• the date that any change to <i>your</i> policy became effective.
<i>Schedule</i>	this sets out the type of insurance <i>you</i> have bought, the people who are insured, the <i>period of insurance</i> , the amounts <i>you</i> are insured for, the <i>excesses</i> that apply and the premium <i>you</i> must pay; any changes to <i>your</i> policy will be shown in <i>your schedule</i> and will form part of <i>your</i> policy.

2.2 Structure

2.2.1 The structure of this policy is the same for each section, except the General section. In each section, *you* will find:

- Definitions in the section
- Who *we* insure
- What *we* insure
- What *we* do not insure
- Compensation
- Special conditions (if any)
- Claiming (if any extra requirements)

2.3 Examples

2.3.1 Examples in this policy are to help *you* understand how concepts of insurance work. They do not reflect a real situation and *may* assist *you* to interpret the clauses they illustrate.

2.4 Singular and plural

2.4.1 Any reference to the singular includes a reference to the plural and *vice versa*.

3. General Terms, Conditions and *Exclusions*

These General Terms, Conditions and *Exclusions* apply to every section of this policy. There are also terms, conditions and *exclusions* that apply to the specific sections under this policy. Please make sure *you* understand all relevant parts of this document.

3.1 The countries where *you* are insured

- 3.1.1 The policy applies to South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe.
- 3.1.2 This condition does not apply to Personal Liability, Extended Personal Liability, Personal Accident, All Risks, Personal Computer, Bereavement Expenses and Hospital Cash Plan Sections.

3.2 Give *us* relevant, true and complete information

- 3.2.1 We base the limit of compensation, the premium, and the other terms, conditions and *exclusions* in this policy on the information that *you* give to *us*. *You* have the following obligations:
 - 3.2.1.1 to give *us* all material information. Material information is information that a reasonable person would consider *you* should have given to *us* so that we can assess *your* risk;
 - 3.2.1.2 to inform *us* immediately if any information we have about *you* and the insured items is not true and complete;
 - 3.2.1.3 to inform *us* immediately about any changes to the information we have about *you* and the insured items;
 - 3.2.1.4 to make sure that we have *your* correct bank details. If *your* bank details change, *you* must inform *us* immediately. If *you* do not, *your* policy might end as we will not be able to receive *your* premiums.
- 3.2.2 If *you* do not fulfil all the obligations above, we *may* do one or more of the following:
 - 3.2.2.1 not accept *your* claim;
 - 3.2.2.2 cancel *your* policy;
 - 3.2.2.3 avoid *your* policy (avoiding the policy means treating it as null and void);
 - 3.2.2.4 recover any compensation we have given for previous claims.

3.3 Understand *your* policy

Check *your* schedule

- 3.3.1 *Your schedule* sets out important information about *your* policy, including limits of compensation. **It is *your* responsibility to tell *us* as soon as reasonably possible if any details are incorrect.**
- 3.3.2 *You* are not insured for an Insured event or under a section of insurance if:
 - the limit of compensation is left blank, has no amount next to it, or is shown as nil, not applicable or not insured;
 - there is no information under the heading.
- 3.3.3 If there is any inconsistency between the *schedule* and the rest of the policy, the *schedule* applies.

Understand the excess

- 3.3.4 For some insured items, *you* must pay an *excess* when *you* claim. The relevant *excess* is set out alongside the items in the *schedule*. The *excess* is due before *we* settle the claim and *we may* deduct it from the compensation *we* give.

Understand the Rand amounts

- 3.3.5 All amounts in the *schedule* (including limits of compensation, premiums and excesses) include VAT. All amounts are in South African Rand, including premiums and the amounts *we* give to *you* as compensation.

Read the General terms, Conditions, Exclusions and sections

- 3.3.6 The General terms, Conditions and *Exclusions* apply to the entire policy. The specific sections are separate and stand alone. *You may* not use one section to interpret another section.

Refer to the policy for what we do not insure

- 3.3.7 Make sure that *you* understand what *we do not insure* in both the General section and the specific sections that apply to this insurance.

3.4 Look after the items *you* have insured

- 3.4.1 *You* have a duty to take reasonable care to prevent or reduce loss, damage, bodily injury and accidents.

3.5 Pay *your* premiums

- 3.5.1 *We* base *your* premiums on *your* information and on the limits of compensation shown in the *schedule*.
- 3.5.2 Refer to the *schedule* to see if *you* have a yearly or a monthly policy.

If *you* have a yearly policy

- 3.5.3 A yearly policy means that *your* policy runs for a period of one year from the *Start date*, and *you* pay *your* premium each year in advance. The policy is automatically renewed if *you* pay *your* next yearly premium in time.
- 3.5.4 **For the policy to start**, *we* must receive *your* premium within 15 days from the *Start date* shown in the *schedule*. If *we* do not receive *your* premium in this time, *your* policy will not start.
- 3.5.5 **For the policy to renew**, *we* must receive and accept *your* premium within 15 days from the *anniversary date* shown in the *schedule*. If *we* do not receive *your* premium in this time, *your* policy will automatically end from the *anniversary date*.
- 3.5.6 If there is a total loss from an Insured event or of an insured item during the *period of insurance*, *you* are not entitled to a refund of *your* premium.

An example:

If *you* have a yearly policy and *you* insure *your* motor car on 1 February and it is stolen on 1 March of the same year, *you* will not receive a refund for the remaining 11 months *you* have paid for the year.

If *you* have a monthly policy

- 3.5.7 A monthly policy means that *your* policy runs for a period of one month, and *you* pay *your* premium each month in advance. The policy is automatically renewed each month if *you* pay *your* next monthly premium in time.

- 3.5.8 **For the policy to start**, we must receive *your* premium for the first month in advance. If we do not receive *your* premium, *your* policy will not start.
- 3.5.9 **For the policy to renew each month**, you must pay *your* premium in advance every month by no later than the payment due date. The payment due date is a day of the month you have agreed to pay us the premium.
- 3.5.10 If we do not receive *your* premium on the payment due date, we will debit it again at the next payment due date. If we are able to collect both premiums, *your* policy will continue. If we are unable to collect both premiums, *your* policy will end automatically from the first payment due date that you did not pay *your* premium.
- 3.5.11 If you put a stop payment on *your* premium, the policy will end automatically from the payment due date that you did not pay *your* premium.

Changes in premiums and limits of compensation

Changes in premiums

- 3.5.12 We may change *your* premium at any time. We will write to let you know 30 days before any change.

Increases due to inflation

- 3.5.13 We increase the limit of compensation under Household Goods, Houseowners and All Risks (General item only) each year on the anniversary of *your* policy by an amount to cater for the effect of inflation. This means that *your* premiums might also increase. It is *your* responsibility to make sure that the limits of compensation are sufficient to cover the value of the insured items under these sections.

Increases after a claim

- 3.5.14 The limit of compensation does not change when you have a claim but the premium might be affected. We may choose to wait until the policy anniversary to increase *your* premiums or we may ask you to pay a higher premium from the date of the loss or damage.

3.6 Claiming

Refer to specific terms in each section

- 3.6.1 You must refer to the specific sections of this policy for any additional requirements on claiming under those sections.

Report certain claims to the police

- 3.6.2 You must report claims that involve crime (for example, theft or malicious damage) and traffic accidents to the police as soon as reasonably possible. You must give us the case number.

Tell us about the claim

- 3.6.3 We must receive notice of *your* claim as soon as is reasonably possible but no later than 30 days after the Insured event, loss or damage occurred. If you do not do so, you lose *your* right to bring a claim against us. Our contact details appear in the policy.
- 3.6.4 You must give us:
- 3.6.4.1 full details of the claim;
 - 3.6.4.2 details of any other insurance you may have for the Insured event;
 - 3.6.4.3 proof, statements, and any other information we ask for; and
 - 3.6.4.4 any correspondence or other documents (for example, court papers or legal letters) you have received in relation to the claim.

If an incident might lead to a claim against you

3.6.5 You must tell us immediately if there is an incident that might lead to a claim against you. If you do not do so, we may decide not to give compensation for the claim. You must send us copies of any documents (including legal proceedings) relating to the incident.

You must not give out any information

3.6.6 Unless we give you our written permission, you must not:

3.6.6.1 admit you are at fault, whether oral or written;

3.6.6.2 make any promises, give or accept any compensation.

Help to recover compensation

3.6.7 You must give us reasonable help to:

3.6.7.1 take steps against any other person to recover compensation we have given to you;

3.6.7.2 identify and recover any items that have been lost or stolen and have been found.

3.6.8 We will reimburse you for the reasonable expenses you incur in helping us. If you do not give us this help, you must reimburse the compensation we gave.

We may conduct legal proceedings in your name

3.6.9 We may take over and conduct in your name the defence, recovery or settlement of any claim that we have accepted.

If we reject your claim

3.6.10 We may accept or reject all or part of your claim.

3.6.11 If we reject your claim, you have 90 days from receiving the rejection letter to object to our decision. You must write to us and give reasons for your objection. If you are out of time, you may not object to our decision.

3.6.12 If your objection is not successful, you have 6 months from the end of the 90-day period to serve a summons on us. If you do not do so in this time, we will have no obligations to you under this policy.

You can contact the Ombudsman

3.6.13 We give compensation for all valid claims under this policy honestly, fairly and promptly. If you believe that we have not done so, and you wish to make a complaint, please contact your financial adviser. If you do not have a financial adviser, please contact your local Mutual & Federal offices.

3.6.14 If you are still not satisfied, you have the right to contact the Short Term Insurance Ombudsman. You can find the contact details in the Disclosure notice attached to the schedule.

3.6.15 Although these findings are not binding on insurers, we are happy to give you the assurance that we will abide by any decision made by the Ombudsman.

3.7 The compensation we give

Our choice of how to compensate

- 3.7.1 If *you* have a valid claim, *we may* choose one or more of the following ways to give compensation:
- 3.7.1.1 pay for repair at a repairer of *our* choice;
 - 3.7.1.2 replace the item through a supplier of *our* choice; or
 - 3.7.1.3 pay cash.
- 3.7.2 The decision about how *we* compensate is *ours* alone. Please check the terms, conditions and *exclusions* for compensation in each section.

Make sure *you* are not under-insured

- 3.7.3 It is *your* responsibility to insure all *your* items for their replacement value. The replacement value is what it will cost *you* to replace the items with similar items at the time of the loss or damage. When *you* claim, *we* will determine the replacement value *you* should have insured *your* items for. If it is more than the limit of compensation shown in the *schedule* it means *you* are under-insured. *We* will only compensate *you* for the percentage of insurance *you* bought. *You* are responsible for the difference.

An example:

The replacement value of *your* item is R100 000. However, *you* insure it for R75 000 (ie, there is a limit of compensation of R75 000). *You* have only insured it for 75% of its value.

There is R50 000 damage to the item. *We* compensate *you* for 75% of the damage less the excess (R37 500 minus the excess). *You* are responsible for the difference.

- 3.7.4 Under-insurance does not apply to Personal Accident, All Risks, Bereavement Expenses, Premium Waiver for Retrenchment and Redundancy, Identity Theft, Hospital Cash Plan, Motor, Personal Liability, Legal Costs, Extended Personal Liability, Mechanical and Electrical Breakdown and Home Employers' Labour Dispute.

No interest

- 3.7.5 *You* are not responsible to pay interest on premiums. *We* are not responsible to pay interest in any compensation.

If *you* have other insurance for the same item

- 3.7.6 If any item *we* insure under this policy is also insured by other insurance, *we* compensate *you* only for *our* proportion of the claim.

An example:

Your car is insured under this policy for R80 000 and under another company's insurance policy for R100 000. This means the proportion *your* car is insured with *us* is:

80 000	which equals 44%
180 000	

Your car is stolen and *we* accept *your* claim. However, because of the other insurance policy *you* have, *we* only pay *our* proportion of the claim which is 44%.

- 3.7.7 Other insurance does not apply to Personal Accident, Bereavement Expenses, Premium Waiver for Retrenchment or Redundancy, Identity Theft, Hospital Cash Plan and Home Employers' Labour Dispute.

You may only claim under one section of the policy for each event

- 3.7.8 We do not compensate *you* under more than one section of this policy for any Insured event, loss or damage that arises from the same event or for the same item. Where *you* might be entitled to claim under more than one section, *you may* choose under which section to claim.

Compliance with terms and conditions

- 3.7.9 We only give compensation if *you* have complied with the terms and conditions of this policy.

3.8 What we do not insure (*exclusions*)

- 3.8.1 These *exclusions* apply to all sections of this policy.

We do not compensate for *Consequential loss*

- 3.8.2 We do not compensate *you* for claims for *Consequential loss*. *Consequential loss* is any additional loss or damage that happens as a result of the insured loss or damage.

An example:

You are driving in *your* car to the airport to catch a flight. On the way, *you* have a car accident. Because of the accident, *you* miss *your* flight. We compensate *you* for damage to *your* car but we will not compensate *you* for the wasted air ticket.

We do not compensate for events deliberately caused

- 3.8.3 We do not compensate *you* for any claims if *you*, or any person colluding with *you*, deliberately caused the Insured event, loss or damage.

We do not compensate for fraud, dishonesty and misrepresentation

- 3.8.4 We do not compensate *you* for claims based on fraud, dishonesty or misrepresentation. If we gave compensation for any claims that we later discover were based on fraud, dishonesty or misrepresentation, *you* must pay back the amount of the compensation immediately we ask for it. Misrepresentation means giving misleading or incorrect facts.

We do not compensate for scams

- 3.8.5 We do not compensate *you* for claims for Insured events, loss or damage arising from scams, fraud or theft by false pretences. For example, if *you* sell *your* car and receive a bad cheque, we will not compensate *you* for the loss of the car.

We do not compensate for *liability* related to contracts

- 3.8.6 We do not compensate *you* for *Liability* arising from a contract *you* entered into unless *you* would have been liable even if there were no contract.

We do not compensate for confiscation by lawful authorities

- 3.8.7 We do not compensate *you* for any claims related to loss, damage, bodily injury or *Liability* if a lawful authority takes the insured items, for example, by nationalising, commandeering, seizing, confiscating, attaching or impounding.

Fines and penalties

- 3.8.8 We do not compensate for any punitive damages, fines or penalties that *you* are *held liable* for.

Pollution or contamination

- 3.8.9 We do not compensate for *Liability* related to pollution or contamination of any type. This includes the cost of cleaning up or replacing any property damaged by pollution or contamination.

We do not compensate for claims related to nuclear material

- 3.8.10 We do not compensate *you* for claims resulting directly or indirectly from any of the following:
- 3.8.10.1 ionising, radiation, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion includes any self-sustaining process of nuclear fission;
 - 3.8.10.2 contamination from nuclear material in any form, including from nuclear waste;
 - 3.8.10.3 nuclear fission or fusion;
 - 3.8.10.4 nuclear weapons or nuclear explosion.
- 3.8.11 We do not compensate *you* for these claims even if another event or cause (regardless of the sequence of events) contributed to the loss, damage, bodily injury or *Liability*.

An example:

There is an explosion at a nuclear plant. The explosion causes a water tower outside the plant to topple. The water flows into *your* house and causes damage to *your* carpets. We will not give compensation for this damage.

We do not compensate for war, riots, labour strikes or terrorism

- 3.8.12 We will not accept any claims for events resulting directly or indirectly from any one or more of the following:
- 3.8.12.1 labour disturbances, riots, strikes, lockouts or public disorder, or any acts that are aimed to cause these;
 - 3.8.12.2 war and warlike activities, for example invasion, acts of foreign enemies, and civil war (whether war is declared or not);
 - 3.8.12.3 martial law, mutiny, military uprising or a state of siege, or any event which *may* cause these;
 - 3.8.12.4 revolution, including protests, rebellion, civil disobedience, and inciting fear in the public;
 - 3.8.12.5 acts or attempts to overthrow the government or any local or tribal authority by force or by means of fear, terrorism or violence;
 - 3.8.12.6 terrorism or the threat of terrorism, or the attempt to cause terrorism or the threat of terrorism. Terrorism includes the use of violence or threat of violence to bring about any political aim, or to bring about any social or economic change, or in protest against any state or government or any provincial, local or tribal authority. It includes acts whether harmless to human life or not, by any person or group of people, whether acting alone or in a group. It includes any acts committed for political religious, personal or ideological reasons;
 - 3.8.12.7 any events for which a fund is established under the War Damage Insurance and Compensation Act, No 85 of 1976 or any similar Act;
 - 3.8.12.8 the acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.

3.9 Changing and cancelling this policy

Changing the terms of this policy

- 3.9.1 *You may ask us to change the policy at any time. Any change that we agree to in writing will apply from the time and date of our agreement.*
- 3.9.2 *We may change the terms, conditions and exclusions of this policy by giving you 30 days' notice. We will give you this notice by fax, post or email to the last known address or contact details we have for you.*

Cancelling all or part of this policy

- 3.9.3 *You may cancel this policy or any section of it at any time by letting us know.*
- 3.9.4 *We may cancel this policy or any section of it by giving you 30 days' notice in writing. We will send the notice to the last known address we have for you.*
- 3.9.5 *If either you or we cancel a yearly policy, we will refund you for the period of insurance you have not used, less an adjustment for the shorter period of insurance.*

3.10 South African law applies

- 3.10.1 *South African law applies to this policy. You agree that only the courts of the Republic of South Africa may deal with any dispute in respect of this policy.*

3.11 SASRIA

- 3.11.1 *Sasria SOC Ltd provides cover as shown in the schedule of this policy, for all sections covering your property insured.*
- 3.11.2 *Sasria covers you for any accidental or intentional damage to your insured property caused by any person or group of people taking part in a riot, strike, lock-out, public disorder, civil commotion or committing any act which has a political, social or economic aim, objective or cause, or in protest against any state or government.*
This cover is limited to events in the Republic of South Africa only.
- 3.11.3 *A full description of cover and exclusions are included in your schedule.*

4. Household Goods

4.1 Definitions in this section

<i>You</i>	means the policyholder and other people we insure under this section.
<i>Home</i>	means the main building and buildings connected by a door to the main building (adjoining buildings) situated at the address shown in the <i>schedule</i> . It is the <i>Home</i> where <i>you</i> live permanently. Unless otherwise stated in the <i>schedule</i> , the buildings and adjoining buildings must be made of brick, stone or concrete with a slate, tile, metal, concrete or asbestos roof.
<i>Outbuildings</i>	means the separate buildings on <i>your</i> property, for example domestic <i>Outbuildings</i> , <i>Home</i> offices, and private garages also situated at the address shown in the <i>schedule</i> . Unless otherwise stated in the <i>schedule</i> , the <i>Outbuildings</i> must be made of brick, stone or concrete with a slate, tile, metal, concrete or asbestos roof.
<i>Wild baboons</i> or <i>wild monkeys</i>	means <i>wild baboons</i> or <i>wild monkeys</i> that live freely in the natural surroundings and are not kept as pets or farm animals, or kept confined in any way.

4.2 Who we insure

4.2.1 We insure the following people under this section:

- the policyholder;
- the policyholder's *spouse*;
- the policyholder or *spouse*'s children;
- other family members who permanently live with the policyholder and are financially dependent on the policyholder. To be insured, these family members must be named in the *schedule*.

4.3 What we insure

4.3.1 *You* must refer to *your schedule* to see if *you* have Full insurance for Household Goods, or if *you* only have Limited insurance.

Full and Limited insurance for Household Goods

4.3.2 This insurance gives compensation for loss of or damage to Household Goods caused by Insured events. Household Goods must belong to *you* or be *your* responsibility and must be used for *your* own private purposes, including:

4.3.2.1 Goods in *your Home* and *Outbuildings* up to the limits shown in the *schedule*, for example:

- personal belongings (clothes, handbags);
- equipment and appliances (audiovisual, vacuum cleaners, fridges);
- furnishings;
- outdoor and garden items;
- money and other negotiable instruments (cheques), see limit shown in *schedule*.

4.3.2.2 Business goods and equipment up to the limit shown in the *schedule* in any 12-month period. These goods and equipment must be kept inside the *Home* and *Outbuildings*.

Examples include:

- computers, laptops, printers, scanners and software;
- office furniture.

Insured events

Loss or damage by insured events

4.3.3 We compensate *you* for loss or damage to Household Goods caused by the following Insured events:

4.3.3.1 Fire, explosion and lightning;

4.3.3.2 Malicious damage;

except for loss or damage:

- caused by someone living in the *Home* or *Outbuildings*;
- that occurs while *your Home* or *Outbuildings* are being lent, let, or sub-let;
- caused by theft or attempted theft;

4.3.3.3 Storm, flood, wind, water, hail or snow except for loss or damage caused by or to any of the following:

- property in the open unless the property is designed or intended to operate in the open;
- any process which uses or applies water;
- deterioration, wear and tear or any gradually operating cause;
- mechanical, electronic or electrical failure;
- breakdowns or breakages;
- rust, corrosion or mildew;
- moths or other insects or their larvae, vermin, rodents or your own domestic pets;

4.3.3.4 Earthquake;

4.3.3.5 Bursting, leaking or overflowing of pipes, water apparatus or oil-fired heating apparatus;

4.3.3.6 We do not compensate *you* for damage to the apparatus or pipes themselves;

4.3.3.7 Loss of or damage to Household Goods caused by impact to the *Home* and *Outbuildings*;

4.3.3.8 Gradual sinking of land (subsidence), and landslip of the land supporting the *Home* and *Outbuildings*, as shown in the *schedule* except for loss or damage caused by or made worse by:

- faulty design, insufficient compacting of filling, poor construction;
- removal or weakening of support;
- structural alterations, additions or repairs;
- surface or subterranean excavations except those performed during mining operations;

- normal settlement, shrinkage or expansion;
- contraction or expansion of clay and similar soil types due to its moisture or water content.

In any action suit or other proceeding where *we* allege that, by reason of the provisions of this Insured event any damage is not insured by this insurance, the burden of proving the contrary shall rest with *you*.

Other loss or damage

Fire brigade charges

- 4.3.4 We compensate *you* for the reasonable costs that the fire brigade charges *you* for putting out a fire at the *Home* and *Outbuildings*.

Loss of water by leaking

- 4.3.5 We compensate *you* for the costs of water lost from leaking pipes in the *Home*, *Outbuildings* and on the grounds, if *you* are responsible for paying these costs.
- 4.3.6 We only compensate *you* if the water reading is above the average of the previous 4 readings by 50% or more.
- 4.3.7 If *you* discover a leak – either by physical evidence or from an abnormally high water bill – *you* must immediately take steps to repair the pipes at *your* own cost or *we* will not compensate *you* for the costs of the loss of water.
- 4.3.8 We do not compensate *you* for water lost from:
- 4.3.8.1 leaking taps, geysers, or toilets;
 - 4.3.8.2 swimming pools or leaks in their inlet or outlet pipes;
 - 4.3.8.3 leaks that happen when the *Home* or *Outbuildings* are not occupied for more than 30 days.
- 4.3.9 *You* can claim for a maximum of 2 separate incidents of this kind in each 12-month period.
- 4.3.10 We compensate *you* up to the limit shown in the *schedule*.

Cost of clearing debris after an Insured event

- 4.3.11 We compensate *you* for the reasonable cost of removing debris from the *Home* and *Outbuildings* and grounds after loss or damage to the Household Goods caused by an Insured event.

Loss or damage from theft or attempted theft

From the *Home* and *Outbuildings*

- 4.3.12 We compensate *you* for loss or damage to Household Goods caused by theft or attempted theft from:
- 4.3.12.1 the *Home*;
 - 4.3.12.2 the *Outbuildings*, only up to the limit shown in the *schedule* unless *you* can prove that there are visible signs of forced entry or exit;
 - 4.3.12.3 a building *you* are temporarily living in;
 - 4.3.12.4 a building *you* are employed in, only up to the limit shown in the *schedule* unless *you* can prove that there are visible signs of forced entry or exit. We do not compensate *you* for theft or attempted theft of jewellery, watches, mobile communication equipment, ipods, laptops, palmtops, electronic notebooks and GPS devices from a building where *you* are employed;

- 4.3.12.5 a commercial storage facility where *you* have deposited Household Goods for safe keeping or at any hotel, guesthouse, club or bank safe;
- 4.3.12.6 inside the building of a business where *your* Household Goods are being made up, altered, renovated, repaired, cleaned or dyed, if there are visible signs of forced entry or exit, up to the limit shown in the *schedule*.

From the grounds of *your Home* and *Outbuildings*

- 4.3.13 We compensate *you* up to the limit shown in the *schedule* for loss from theft of the following goods if they are stolen from the grounds of *your Home* and *Outbuildings*:
 - 4.3.13.1 laundry;
 - 4.3.13.2 garden and swimming pool furniture and equipment, pool safety nets and covers.

While moving Household Goods to a new *Home*

- 4.3.14 We compensate *you* up to the limit shown in the *schedule* for Household Goods for loss from theft, fire, collision or overturning of the vehicle while professional movers are moving them when *you* permanently move *Home*.

While *you* are transporting Household Goods

- 4.3.15 We compensate *you* up to the limit shown in the *schedule* for loss from theft of Household Goods if:
 - 4.3.15.1 they are being moved to or from a commercial storage facility or bank safety deposit facility;
 - 4.3.15.2 *you* are transporting the Household Goods to or from any place of purchase, repair or renovation. There must be visible signs of forced entry or exit from the vehicle;
 - 4.3.15.3 there is an accident involving the vehicle carrying the Household Goods. We compensate *you* only if *you* are transporting the Household Goods to or from any place of purchase, repair or renovation.

Trauma counselling after a violent event

- 4.3.16 We compensate *you* up to the limit shown in the *schedule* if *you* or *your* domestic staff need professional counselling after being a victim of violent theft, attempted theft or hold up.

Loss or damage to the garden

- 4.3.17 We compensate *you* up to the limit shown in the *schedule* for the reasonable cost of replacing trees, shrubs and plants on the grounds of the *Home* and *Outbuildings*. We compensate *you* only for loss or damage caused by:
 - 4.3.17.1 fire;
 - 4.3.17.2 fire fighting;
 - 4.3.17.3 explosion;
 - 4.3.17.4 impact by vehicles, aircraft, other aerial devices or other objects dropped from the air;
 - 4.3.17.5 malicious damage.
- 4.3.18 We do not compensate *you* if theft or attempted theft causes the loss or damage.

Loss of or damage to guests' property

- 4.3.19 We compensate *you* up to the limit shown in the *schedule* for Household Goods and personal belongings of a guest living with *you* temporarily, if they do not have any other insurance.
- 4.3.20 To receive compensation, the Insured event must have taken place at the *Home* and *Outbuildings*.
- 4.3.21 This excludes money and negotiable instruments (for example, cheques).

Loss of or damage to domestic staff's property

- 4.3.22 We compensate *you* up to the limit shown in the *schedule* for Household Goods and personal belongings of *your* domestic staff.
- 4.3.23 To receive compensation, the Insured event must have taken place at the *Home* and *Outbuildings*.
- 4.3.24 This excludes money and negotiable instruments (for example, cheques).

Loss or damage to documents caused by an Insured event

- 4.3.25 We compensate *you* up to the limit shown in the *schedule* for the cost of materials and labour to replace personal documents lost or damaged by an Insured event.
- 4.3.26 We do not compensate *you* for the value that *you* attach to the document's content.

Damage to Household Goods in transit

- 4.3.27 We compensate *you* up to the limit shown in the *schedule* for *your* Household Goods while *you* are taking them to or from any place of purchase, repair or renovation. We only compensate *you* if the damage is caused during transit by fire, collision or the motor vehicle carrying the goods overturning.

Loss or damage to Household Goods in *Outbuildings* not made of brick, stone or concrete with slate, tile, metal, concrete or asbestos roof

- 4.3.28 We compensate *you* up to the limit shown in the *schedule* for *your* Household Goods while in the *Outbuildings* which are not made of brick, stone or concrete with a slate, tile, metal, concrete or asbestos roof. Loss or damage caused by theft must have visible signs of forced entry or exit.

Employing a security guard

- 4.3.29 We compensate *you* up to the limit shown in the *schedule* for the reasonable cost of employing a security guard after loss or damage from an Insured event.

Keys, locks and electronic security devices

- 4.3.30 We compensate *you* up to the limit shown in the *schedule* for reasonable costs to repair or replace lost or damaged:
- 4.3.30.1 keys, including card keys;
 - 4.3.30.2 locks;
 - 4.3.30.3 remote controls.
- 4.3.31 We compensate *you* up to the limit shown in the *schedule* only if *you* occupy the *Home* and *Outbuildings* and need the above devices for doors, windows, safes or alarms for that *Home* and *Outbuildings*.

Alternative accommodation and rent

- 4.3.32 If the *Home* or *Outbuilding* is not fit to live in because of loss or damage from an Insured event, we compensate *you* for either of the following:
- 4.3.32.1 the rent which *you* pay as the occupier of the *Home* or *Outbuilding*;
 - 4.3.32.2 alternative accommodation of similar value and location as the *Home* or *Outbuilding*.
- 4.3.33 We only compensate *you* for a period reasonably needed to make the *Home* or *Outbuilding* fit to live in again.
- 4.3.34 We do not compensate *you* for more than 25% of the limit of compensation for Household Goods.

Medical and veterinary expenses

- 4.3.35 We compensate *you* up to the limit shown in the *schedule* for medical and veterinary expenses for accidental bodily injury under the following circumstances:
- 4.3.35.1 domestic animal *you* own injures another person;
 - 4.3.35.2 injury to a guest or visitor arising from any defect in the *Home* and *Outbuildings*;
 - 4.3.35.3 injury to domestic staff while working for *you*;
 - 4.3.35.4 a road accident injury to a domestic animal that *you* own.
- 4.3.36 We do not compensate *you* if the injured person or animal is covered by any other insurance, including medical aid.

Accidental death from injury in the *Home* and *Outbuildings*

- 4.3.37 We compensate *you* up to the limit shown in the *schedule* if *you* suffer an accidental bodily injury in the *Home* and *Outbuildings* and *you* die within 90 days as a direct result of the injury.
- 4.3.38 There are different limits of compensation depending on *your* age.

Accidental damage to audiovisual equipment

- 4.3.39 We compensate *you* for accidental damage to any of the following Household Goods:
- 4.3.39.1 television sets, video recorders, decoders, satellite dishes or aerials;
 - 4.3.39.2 sound reproduction equipment, DVD players including Blu-ray players;
 - 4.3.39.3 proximas and multi-media projectors.
- 4.3.40 We do not compensate *you* for loss or damage to:
- 4.3.40.1 Household Goods that are not in the *Home* and *Outbuildings*;
 - 4.3.40.2 damage caused by mechanical or electric breakdown;
 - 4.3.40.3 audiovisual equipment caused by power surges.

Accidental damage to glass

- 4.3.41 We compensate *you* for accidental damage to mirrors or sheet glass in or on furniture or on an appliance.

Accidental spoiling of fridge and freezer contents

- 4.3.42 We compensate *you* up to the limit shown in the *schedule* for the accidental spoiling of the contents of *your* fridges or freezers in *your Home* and *Outbuildings* if the spoiling results from either:
- 4.3.42.1 breakdown or accidental damage to the fridge or freezer;
 - 4.3.42.2 failure of the public power supply.
- 4.3.43 We do not compensate *you* for:
- 4.3.43.1 damage to fridges or freezers themselves;
 - 4.3.43.2 spoiling because of load shedding by a power supply authority, unless the power cut is longer than 24 hours;
 - 4.3.43.3 spoiling that has happened because *you* have not paid for or bought sufficient power or fuel.

Accidental damage to domestic telephone instruments

- 4.3.44 We compensate *you* up to the limit shown in the *schedule* for each domestic telephone instrument accidentally damaged in the *Home* and *Outbuildings*.
- 4.3.45 We do not compensate *you* for damage to:
- 4.3.45.1 cellular telephones;
 - 4.3.45.2 mobile communication equipment.

Damage by *wild baboons* or *wild monkeys*

- 4.3.46 We will compensate *you* up to the limit shown in the *schedule* for loss or damage to Household Goods inside *your Home* and *Outbuildings* caused by *wild baboons* or *wild monkeys*.

Householder's *Liability*

Liability* as occupant of the *Home* and *Outbuildings

What is insured under the Householder's *Liability* section – occupant

- 4.3.47 We compensate *you* if *you* are *held liable* as the occupant of the *Home* and *Outbuildings* for:
- 4.3.47.1 accidental death of another person occurring in the *period of insurance*;
 - 4.3.47.2 accidental bodily injury or illness of another person occurring in the *period of insurance*;
 - 4.3.47.3 accidental loss of or damage to property belonging to another person occurring in the *period of insurance*.

Compensation

- 4.3.48 The compensation includes the following:
- 4.3.48.1 the amounts *you* are liable for;
 - 4.3.48.2 legal costs of the other person that *you* are liable for;
 - 4.3.48.3 costs that *you* incur with *our* permission to settle or defend the claim against *you*.

Limit of compensation

- 4.3.49 The compensation is limited to the amount shown in the *schedule* at the time of the loss, damage, bodily injury, illness or death. This amount applies to any single event or for a series of incidents that are the result of one event.

Liability as a tenant of the Home and Outbuildings

What is insured under the Householder's Liability section – tenant

- 4.3.50 We compensate you if you are held liable as the tenant of the Home and Outbuildings for:
- 4.3.50.1 damage to the Home and Outbuildings, including fixtures and fittings, caused by an Insured event under this section occurring in the *period of insurance*;
 - 4.3.50.2 accidental damage to fixed sanitaryware (for example, toilets, sinks or baths) or fixed glass occurring in the *period of insurance*;
 - 4.3.50.3 accidental damage to water, sewerage, gas, electricity or telephone connections occurring in the *period of insurance*;
 - 4.3.50.4 accidental death of another person occurring in the *period of insurance*;
 - 4.3.50.5 accidental bodily injury or illness of another person occurring in the *period of insurance*;
 - 4.3.50.6 accidental loss of or damage to property belonging to another person occurring in the *period of insurance*.

Compensation

- 4.3.51 The compensation includes the following:
- 4.3.51.1 the amounts you are liable for;
 - 4.3.51.2 legal costs of the other person that you are liable for;
 - 4.3.51.3 costs that you incur to settle or defend the claim against you with our permission.

Limit of compensation

- 4.3.52 The compensation is limited to the amount shown in the *schedule* at the time of the loss, damage, bodily injury, illness or death. This amount applies to any single event or for a series of incidents that are the result of one event.

What is not insured under Householder's Liability (both occupant and tenant) Claims by certain people

- 4.3.53 We do not compensate for *Liability* claimed by any of the following people:
- 4.3.53.1 you or any member of your family who normally lives with you;
 - 4.3.53.2 your directors, members, trustees, *beneficiaries* and members of their families who normally live with them (if you are a company, close corporation or trust);
 - 4.3.53.3 your employees, other than your domestic employees, acting in the course of their employment with you at the time of the event.

Liability related to property looked after or controlled by certain people

- 4.3.54 We do not compensate for *Liability* related to loss of or damage to property owned by, looked after or under the control of any of the following people:
- 4.3.54.1 you or any member of your family who normally lives with you;
 - 4.3.54.2 your directors, members, trustees, *beneficiaries* and members of their families who normally live with them (if you are a company, close corporation or trust);
 - 4.3.54.3 your employees acting in the course of their employment with you at the time of the event.

Liability not related to you being an occupant or tenant of the Home and Outbuildings

- 4.3.55 We do not compensate for *Liability* related to:
- 4.3.55.1 *your* employment, business or profession;
 - 4.3.55.2 *your* ownership, occupation or renting of land or buildings other than the *Home and Outbuildings* insured under this section;
 - 4.3.55.3 aircraft, vehicles or watercraft that *you* or *your* domestic employees own, look after or control.

Liability related to support of property

- 4.3.56 We do not compensate for *Liability* related to the vibration, removal, weakening or interference with the support of any land, building or other property.

Accidental damage (optional)

This insurance is optional. You must refer to your schedule to see if you have it and the excess that applies.

- 4.3.57 We compensate *you* up to the limit shown in the *schedule* for accidental damage to Household Goods in the *Home and Outbuildings*. This includes damage caused by power surges.
- 4.3.58 We do not compensate *you* for loss or damage caused by:
- 4.3.58.1 wear and tear, rust, mildew, corrosion or decay, moths, vermin or other insects or their larvae or *your* own domestic pets;
 - 4.3.58.2 depreciation or any gradual operating cause, process of dyeing, cleaning or renovating;
 - 4.3.58.3 the action of light or climatic condition;
 - 4.3.58.4 electronic, electrical and mechanical breakdown;
 - 4.3.58.5 overwinding of items such as clocks;
 - 4.3.58.6 cracking, scratching, denting or chipping of furniture, glass, glassware, jewellery or other brittle articles;
 - 4.3.58.7 confiscation or detention by any process of law;
 - 4.3.58.8 deliberate power cuts or load shedding;
 - 4.3.58.9 consequential damage of any nature.
- 4.3.59 We do not compensate *you* for loss of or damage to:
- 4.3.59.1 garden equipment, furniture or tools. This includes equipment for a pool or a pond;
 - 4.3.59.2 sporting equipment if it was damaged while in use;
 - 4.3.59.3 firearms;
 - 4.3.59.4 portable computer equipment, cellular phones, mobile communication equipment, hand-held portable telephones, videos, audio tapes, compact discs and DVDs;
 - 4.3.59.5 personal belongings.

Limited Household Goods insurance (optional)

Refer to *your schedule* to see if *you* have Full insurance for Household Goods, or if *you* only have Limited insurance.

- 4.3.60 If *you* have Limited insurance, we will only compensate *you* for the following loss or damage (Refer to the content under these headings of the **Full and Limited Household Goods insurance**):
- 4.3.60.1 goods in *your Home* and *Outbuilding* up to the limit shown in the *schedule*;
 - 4.3.60.2 business goods and equipment up to the limit shown in the *schedule*;
 - 4.3.60.3 loss or damage by Insured events;
 - 4.3.60.4 fire brigade charges;
 - 4.3.60.5 cost of clearing debris after an Insured event;
 - 4.3.60.6 *Householders' Liability*
- 4.3.61 *You* are not insured for any other events or items listed under the heading '**Other loss or damage**'.

4.4 What we do not insure

- 4.4.1 We do not compensate *you* for any of the following:
- 4.4.1.1 theft of money and negotiable instruments except from the *Home* and *Outbuildings*. *You* must show that there are visible signs of forced entry or exit;
 - 4.4.1.2 theft or attempted theft from the *Home* and *Outbuildings* while lent, let, sub-let unless there are visible signs of forced entry or exit from the *Home* and *Outbuildings*;
 - 4.4.1.3 theft or attempted theft from the *Home* and *Outbuildings* while on show, unless there are visible signs of forced entry or exit from the *Home* and *Outbuildings*;
 - 4.4.1.4 loss of or injury to animals other than that specifically described in this section;
 - 4.4.1.5 loss of or damage to:
 - 4.4.1.5a more than one gold coin, stamp and coin collections;
 - 4.4.1.5b cell phones;
 - 4.4.1.5c motor vehicles including their fitted accessories;
 - 4.4.1.5d caravans and trailers including their fitted accessories;
 - 4.4.1.5e air or watercraft and their fitted accessories and equipment (not a surfboard or paddle ski);
 - 4.4.1.6 stock-in-trade that *you* own or are responsible for;
 - 4.4.1.7 loss of or damage to Household Goods that are more specifically insured elsewhere in this policy.

4.5 Compensation

How we compensate you

- 4.5.1 We compensate you for loss of or damage to Household Goods by one or a combination of the following:
- paying the costs of the loss or damage;
 - replacing whatever is lost or damaged;
 - repairing whatever is damaged.
- 4.5.2 We base the compensation on the replacement value of similar new goods at the time of the loss or damage. The limit of compensation is the limit shown in the *schedule*.

Limits of compensation

- 4.5.3 Your *schedule* shows the limits of compensation of each event or item we insure.
- 4.5.4 If you claim for loss of or damage to precious metals and stones, jewellery, watches, furs, paintings, rugs and carpets, we only compensate you up to one-third of the limit of compensation for Household Goods.

Excess

- 4.5.5 There is an excess in the *schedule* for Household Goods. This is the amount that you must pay before we will compensate you.
- 4.5.6 This excess does not apply to claims for Householders' *Liability*.

Make sure you are not under-insured

- 4.5.7 It is your responsibility to insure your Household Goods for the replacement value.
- 4.5.8 If, at the time of loss or damage, the replacement value is more than the insured amount, we will not compensate you for the full amount of your claim. We calculate the difference between the replacement value and the insured amount and apply this proportionately to your claim. You are responsible for the difference.

4.6 Special conditions

You must give proof of ownership

- 4.6.1 You must give us acceptable proof that you owned an item, or acceptable proof of its value, if we ask for it.

You must give proof of valuation of jewellery and watches

- 4.6.2 When you claim, you must give us a professional valuation certificate for all insured jewellery and watches. This valuation must have been done before the loss or damage.
- 4.6.3 If you do not have this certificate, your claim will be limited to the limit shown in the *schedule* for each item.

You must keep jewellery and watches in a safe

- 4.6.4 You must keep jewellery and watches over a certain value in a safe. This is called the 'safe warranty limit'.
- 4.6.5 If you are not wearing the jewellery or watch, you must keep it in a securely locked wall- or floor-mounted safe. We will not compensate you for loss or damage caused by theft or attempted theft for more than the 'safe warranty limit' as shown in the *schedule* if you do not lock the item in a safe while you are not wearing it.

Pairs and sets

- 4.6.6 We do not compensate *you* for any additional, special value that an item has because it is part of a pair or set. We only compensate *you* for the proportionate value of the part of the set that is lost or damaged.

Security measures

Burglar bars

- 4.6.7 If the *schedule* states that *you* have burglar bars, *we* compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft the burglar bars are fitted.

Security gates

- 4.6.8 If the *schedule* states that *you* have security gates, *we* compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft all the following conditions are met:
- 4.6.8.1 the security gates are fitted;
 - 4.6.8.2 the security gates are locked when *your Home* is left unattended.

Alarm system

- 4.6.9 If the *schedule* states that *you* have an alarm system, *we* compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft all the following conditions are met:
- 4.6.9.1 the alarm system is installed;
 - 4.6.9.2 the alarm system is in working order;
 - 4.6.9.3 if *your* main Home is left unattended, the alarm is armed for the entire *Home* and *Outbuildings* and none of the 'passive infrared motion detectors' of the alarm system are obstructed or bypassed.

Perimeter security

- 4.6.10 Perimeter security refers to precautions taken on the boundary of the grounds to protect against theft or attempted theft. An example is an electric fence.
- 4.6.11 If the *schedule* states that *you* have perimeter security, *we* compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft, all of the following conditions are met:
- 4.6.11.1 the perimeter security is in working condition;
 - 4.6.11.2 if the perimeter security can be armed, then it must be armed.

Tell us if you are away for more than 60 days

- 4.6.12 *You* must tell *us* if *you* intend leaving *your Home* and *Outbuildings* unoccupied for more than 60 consecutive days in any 12-month period so that *we* can adjust *your* premium or change *your* terms, conditions and *exclusions*. If *you* do not tell *us* *we* will not compensate *you* for any loss or damage while the *Home* and *Outbuildings* are unoccupied. If only an outbuilding is occupied, *we* do not consider the *Home* and *Outbuildings* occupied.

Surveys

- 4.6.13 *We may* ask a surveyor to survey *your Home* and *Outbuildings* at any time.
- 4.6.14 Based on the outcome of this survey, *we may* immediately do one of the following:
- 4.6.14.1 change the terms, conditions and *exclusions* of *your* insurance;
 - 4.6.14.2 cancel *your* insurance;
 - 4.6.14.3 treat *your* insurance as null and void.

5. Personal Liability

5.1 Definitions in this section

You means the policyholder and anyone *we* insure under this section.

5.2 Who we insure

5.2.1 We only insure the following people if named in the *schedule*:

- the policyholder;
- members of the policyholder's family who live with them.

5.3 What we insure

Accidental death, bodily injury, illness, loss or damage to property

5.3.1 We compensate *you* if *you* are *held liable* for:

- 5.3.1.1 accidental death of another person occurring in the *period of insurance*;
- 5.3.1.2 accidental bodily injury or illness of another person occurring in the *period of insurance*;
- 5.3.1.3 accidental loss of or damage to property belonging to another person occurring in the *period of insurance*.

5.3.2 If a claim results in any way from wrongful arrest, *we* compensate *you* under the wrongful arrest provisions below.

Compensation

5.3.3 The compensation for accidental death, bodily injury, illness, loss of or damage to property as above includes the following:

- the amounts *you* are liable for;
- legal costs of the other person that *you* are liable for;
- costs that *you* incur with *our* permission to settle or defend the claim against *you*.

Limit of compensation

5.3.4 The compensation is limited to the amount shown in the *schedule* at the time of the loss, damage, bodily injury, illness or death. This amount applies to any single event or for a series of incidents that are the result of one event.

Wrongful arrest

5.3.5 We compensate *you* if *you* are *held liable* for wrongful arrest which occurred during the *period of insurance*. This includes *Liability* for an assault or search connected to that wrongful arrest.

Compensation

5.3.6 The compensation for wrongful arrest includes the following:

- 5.3.6.1 the amounts *you* are liable for;
- 5.3.6.2 legal costs of the other person that *you* are liable for;
- 5.3.6.3 costs that *you* incur to settle or defend the claim against *you* with *our* permission.

Limit of compensation

- 5.3.7 The compensation is limited to the limit shown in the *schedule* at the time of the wrongful arrest. This amount applies to any single event or for a series of incidents that are the result of one event.
- 5.3.8 The limit of compensation in any 12-month period is the limit shown in the *schedule*.

Contracts with security, armed response and garden services companies

- 5.3.9 We compensate *you* if *you* are *held liable* for the following:
 - 5.3.9.1 another person's accidental death, bodily injury, illness occurring during the *period of insurance*;
 - 5.3.9.2 loss of or damage to another person's property occurring during the *period of insurance*;
 - 5.3.9.3 wrongful arrest that results from any contract with a security company; armed response or garden service company occurring during the *period of insurance* in respect of the Private Home or Outbuildings insured under the Houseowners or Household Goods sections of this policy.

5.4 Compensation

- 5.4.1 The compensation for accidental death, bodily injury, illness, loss of or damage to property or wrongful arrest as above, includes the following:
 - 5.4.1.1 the amounts *you* are liable for;
 - 5.4.1.2 legal costs of the other person that *you* are liable for; and
 - 5.4.1.3 costs that *you* incur to settle or defend the claim against *you* with *our* permission.

Limit of compensation

- 5.4.2 The compensation is limited to the limit shown in the *schedule* at the time of the Insured event. This amount applies to any single event or for a series of incidents that are the result of one event.

Bank and SIM cards

- 5.4.3 We compensate *you* if *you* are *held liable* for loss caused by the fraudulent use of *your* credit card, debit card or SIM cards during the *period of insurance* by any person who:
 - 5.4.3.1 is not a member of *your* family;
 - 5.4.3.2 does not live with *you*.
- 5.4.4 To be compensated *you* must:
 - 5.4.4.1 report the loss to the bank or other relevant company as soon as reasonably possible;
 - 5.4.4.2 have complied with the terms, conditions and *exclusions* of using that card.

Limit of compensation

- 5.4.5 The compensation is limited to the limit shown in the *schedule* at the time of the loss, damage, bodily injury or death. This amount applies to any single event or for a series of incidents that are the result of one event.
- 5.4.6 The limit of compensation in any 12-month period is the limit shown in the *schedule*.

Hole-in-one

- 5.4.7 We compensate *you* for expenses related to hitting a hole-in-one during the *period of insurance* while playing golf as an amateur.
- 5.4.8 The hole-in-one must happen on a registered golf course. *You* must be playing according to the recognised rules of golf.
- 5.4.9 The secretary of the relevant golf club must confirm in writing that *you* hit the hole-in-one.
- 5.4.10 We compensate *you* with the limit shown in the *schedule*.

Full house

- 5.4.11 We compensate *you* for expenses related to scoring a full house during the *period of insurance* while playing bowls as an amateur.
- 5.4.12 The full house must happen as part of an official competition. The game must be on a registered bowling green. *You* must be playing according to the recognised rules of the game, with all 8 or 9 bowls to count.
- 5.4.13 The secretary of the relevant bowling club must confirm in writing that *you* scored a full house.
- 5.4.14 If more than one person we define as *you* in this section was involved in the same full house, we compensate *you* only once for that full house.
- 5.4.15 We compensate *you* with the limit shown in the *schedule*.

5.5 What we do not insure

Claims by certain people

- 5.5.1 We do not compensate for *Liability* claimed by any of the following people:
 - 5.5.1.1 *you* or any member of *your* family who normally lives with *you*;
 - 5.5.1.2 *your* directors, members, trustees, beneficiaries and members of their families who normally live with them (if *you* are a company, close corporation or trust);
 - 5.5.1.3 *your* employees, other than domestic employees, acting in the course of their employment with *you* at the time of the event.

***Liability* related to property looked after or controlled by certain people**

- 5.5.2 We do not compensate for *Liability* related to loss of or damage to property owned by, looked after by or under the control of any of the following people:
 - 5.5.2.1 *you* or any member of *your* family who normally lives with *you*;
 - 5.5.2.2 *your* directors, members, trustees, beneficiaries and members of their families who normally live with them (if *you* are a company, close corporation or trust);
 - 5.5.2.3 any employee acting in the course of their employment with *you* at the time of the event.

***Liability* related to *your* work, business and property**

- 5.5.3 We do not compensate for *Liability* related to:
 - 5.5.3.1 *your* employment, business or profession;
 - 5.5.3.2 *your* ownership or occupation of land or buildings;
 - 5.5.3.3 aircraft, vehicles or watercraft that *you* or *your* domestic employees own, look after or control, other than model aircraft, surfboards or paddle skis.

Liability arising from a contract

5.5.4 We do not compensate for *Liability* arising from a contract *you* entered into unless *you* would have been liable if there were no contract, except for contracts entered into with security, armed response or garden services companies under this section.

Liability related to support of property

5.5.5 We do not compensate for *Liability* related to the vibration, removal, weakening or interference with the support of any land, building or other property.

Judgements or settlements under US or Canadian law

5.5.6 We do not compensate for:

5.5.6.1 any award or settlement made in countries that follow the laws of the USA or Canada;

5.5.6.2 any order made to enforce an award or settlement made in the USA or Canada.

Liability based on events deliberately caused

5.5.7 We do not compensate for any *Liability* if *you*, or any person colluding with *you*, caused the loss, damage, death or bodily injury deliberately.

Liability relating to movable or immovable property

5.5.8 We do not compensate for *Liability* caused by the letting of hiring out of movable or immovable property for a fee.

6. Houseowners

6.1 Definitions in this section

<i>You</i>	means the policyholder.
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<i>Private Home</i>	means the buildings at the address shown in the <i>schedule</i> . Unless otherwise stated in the <i>schedule</i> , the buildings must be made of brick, stone or concrete with a slate, tiled, metal, concrete or asbestos roof. The <i>Private Home</i> includes: <ul style="list-style-type: none">• the main Home;• domestic Outbuildings, Home offices, private garages;• paths and driveways made of brick, concrete, asphalt, stone but not gravel;• walls, gates, metal palisades, and fences on the grounds but not those made of wood, wire or plants;• <i>your</i> fixtures and fittings (including fitted carpets) therein or thereon;• carports;• water, sewerage, gas, electricity and telephone connections;• jacuzzis, saunas, domestic water pumps, solar heating panels;• swimming pools, fixed filtration plants, safety nets and covers but not automatic pool cleaners, vinyl-lined swimming pools or swimming pools built above ground level;• tennis courts;• TV and radio aerials, satellite dishes, masts and lightning conductors.
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<i>Wild baboons or wild monkeys</i>	means <i>wild baboons</i> or <i>wild monkeys</i> that live freely in the natural surroundings and are not kept as pets or farm animals, or kept confined in any way.
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6.2 Who we insure

6.2.1 We insure the policyholder named in the *schedule*.

6.3 What we insure

Loss or damage by Insured events

6.3.1 We compensate *you* for loss or damage caused to the *Private Home* by Insured events. The Insured events are:

6.3.1.1 Fire, explosion and lightning;

6.3.1.2 Malicious damage;

except for loss or damage:

- caused by someone living in the *Private Home* or Outbuildings;
- that occurs while *your Private Home* or Outbuildings are being lent, let, or sub-let;
- caused by theft or attempted theft.

- 6.3.1.3 Storm, flood, wind, water, hail or snow, except for loss or damage caused by or to any of the following:
- loss or damage to property caused by any process which uses or applies water;
 - deterioration, wear and tear or any gradual operating cause;
 - mechanical, electronic or electrical failure;
 - breakdowns or breakages;
 - rust, corrosion or mildew;
 - moths or other insects or their larvae, vermin, rodents or your own domestic pets;
 - movement of the land supporting the building even if this movement is caused directly or indirectly by storm, flood, wind, water, hail or snow. (Compensation for loss or damage caused by movement of the land supporting the *Private Home* resulting from flowing surface water is insured);
 - retaining walls;
 - gates and fences not constructed of stone, concrete, steel or bricks;
 - rise in damp or rise in the water table.
- 6.3.1.4 Earthquake;
- 6.3.1.5 Bursting, leaking or overflowing of pipes, water apparatus or oil-fired heating apparatus;
- 6.3.1.6 Loss of or damage to the *Private Home* caused by impact by:
- 6.3.1.6a any aircraft or aerial devices (eg a hot-air balloon) or any object falling from them;
- 6.3.1.6b a vehicle crashing into the *Private Home*;
- 6.3.1.6c falling trees or part of trees;
- 6.3.1.6d animals.
- 6.3.1.7 Gradual sinking of land (subsidence), and landslip of the land supporting the *Private Home* if shown in the *schedule*.
- 6.3.1.7a Except for loss or damage caused to or by:
- drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates;
 - fences, driveways, paving, swimming pools, swimming pool borders or tennis courts; or made worse by faulty design, insufficient compacting of filling, poor construction;
 - removal or weakening of support;
 - structural alterations, additions or repairs;
 - surface or subterranean excavations except those performed during mining operations;
 - normal settlement, shrinkage or expansion;
 - contraction or expansion of clay and similar soil types due to its moisture or water content.

6.3.1.7b We do not compensate *you* for the cost of underpinning the foundations.

In any action suit or other, proceeding where we allege that, by reason of the provisions of this Insured event any damage is not insured by this insurance, the burden of proving the contrary shall rest with *you*.

6.3.1.8 Theft or attempted theft, but if the *Private Home* is not occupied, or is let or lent, there must be visible signs of forced entry or exit.

Other loss or damage

TV aerials, satellite dishes and masts

6.3.2 We compensate *you* for accidental breakage or collapse of fixed radio or TV aerials, satellite dishes and masts.

Glass and sanitaryware

6.3.3 We compensate *you* for accidental breakage of fixed glass and fixed sanitaryware (for example, toilets, sinks or baths). However, we do not insure damage due to chipping or scratching or other surface damage.

6.3.4 We do not compensate *you* for breakage of these items if they are not in the *Private Home*, or if the *Private Home* is not occupied.

Water-pumping machinery

6.3.5 We compensate *you* for accidental loss or damage to fixed filtration plants or water-pumping machinery used domestically. We do not compensate *you* for loss or damage from wear and tear or to automatic pool cleaners.

6.3.6 We do not compensate *you* for more than the limit shown in the *schedule*.

Public supply or mains connections

6.3.7 We compensate *you* for accidental loss or damage to water, sewerage, gas, and electricity and telephone connections between the buildings and the public supply that belong to *you* or that *you* are responsible for.

Alternative accommodation and rent

6.3.8 If the *Private Home* is not fit to live in because of loss or damage from an Insured event, we compensate *you* for either of the following:

6.3.8.1 rent that *you* lose;

6.3.8.2 alternative accommodation of similar value and location to the *Private Home*.

6.3.9 We only compensate *you* for a period reasonably needed to make the *Private Home* fit to live in again.

6.3.10 We do not compensate *you* for more than 25% of the limit of compensation on the *Private Home*.

Public authorities' requirements

6.3.11 We compensate *you* for the necessary costs of repairing or rebuilding to meet the requirements of public authorities.

6.3.12 The repairs or rebuilding must be as a result of loss or damage to the *Private Home* from an Insured event.

6.3.13 We do not compensate *you* for public authorities' requirements relating to defects in workmanship, design, planning or specifications.

Fire brigade charges

- 6.3.14 We compensate *you* for the reasonable costs that the fire brigade charges *you* for putting out a fire at the *Private Home*.

Demolition and professional fees

- 6.3.15 If there is loss or damage to the *Private Home* caused by an Insured event, we compensate *you* for the reasonable costs of:
- 6.3.15.1 demolishing the *Private Home*;
 - 6.3.15.2 clearing the site;
 - 6.3.15.3 putting up hoardings needed during building operations;
 - 6.3.15.4 architects' fees, quantity surveyors' fees and consulting engineers' fees;
 - 6.3.15.5 local authorities' inspection fees.
- 6.3.16 We only compensate *you* if *you* have *our* consent in writing to incur these costs.

Employing a security guard

- 6.3.17 We compensate *you* for the reasonable cost of employing a security guard after loss or damage from an Insured event.
- 6.3.18 We compensate *you* up to the limit shown in the *schedule*.

Loss of water by leaking

- 6.3.19 We compensate *you* for the costs of water lost from leaking pipes in the *Private Home* or on its grounds, if *you* are responsible for paying these costs.
- 6.3.20 We only compensate *you* if the water reading is above the average of the previous 4 readings by 50% or more.
- 6.3.21 If *you* discover a leak – either by physical evidence or from an abnormally high water bill – *you* must immediately take steps to repair the pipes at *your* own cost or we will not compensate *you* for the costs of the loss of water.
- 6.3.22 We do not compensate *you* for water lost from:
- 6.3.22.1 leaking taps, geysers, or toilets;
 - 6.3.22.2 swimming pools or leaks in their inlet or outlet pipes;
 - 6.3.22.3 leaks that happen when the private residence is not occupied for more than 30 days.
- 6.3.23 We compensate *you* up to the limit shown in the *schedule*.
- 6.3.24 *You* can claim for a maximum of 2 separate incidents of this kind in each 12-month period.

Removing fallen trees

- 6.3.25 We compensate *you* for the reasonable cost of removing fallen trees from the *Private Home* following an Insured event. We only compensate *you* if *you* have *our* consent in writing.
- 6.3.26 We compensate *you* up to the limit shown in the *schedule*.
- 6.3.27 *You* can only claim once for this type of cover in each 12-month period.

Keys, locks and electronic security devices

- 6.3.28 We compensate *you* up to the limit shown in the *schedule* for reasonable costs to repair or replace lost or damaged:
- 6.3.28.1 keys, including card keys;
 - 6.3.28.2 locks;
 - 6.3.28.3 remote controls.
- 6.3.29 We compensate *you* up to the limit shown in the *schedule* only if you own the *Private Home* and need the above devices for doors, windows, safes or alarms for that *Private Home*.

Damage by wild baboons or wild monkeys

- 6.3.30 We will compensate *you* up to the limit shown in the *schedule* for loss or damage to *your Private Home* caused by *wild baboons* or *wild monkeys*.

Houseowners' Liability

What is insured under the Houseowners' Liability section

- 6.3.31 We compensate *you* if *you* are held liable as the owner of the *Private Home* for:
- 6.3.31.1 accidental death of another person occurring in the *period of insurance*;
 - 6.3.31.2 accidental bodily injury or illness of another person occurring in the *period of insurance*;
 - 6.3.31.3 accidental loss of or damage to property belonging to another person occurring in the *period of insurance*.

Compensation

- 6.3.32 The compensation includes the following:
- 6.3.32.1 the amounts *you* are liable for;
 - 6.3.32.2 legal costs of the other person that *you* are liable for;
 - 6.3.32.3 costs that *you* incur to settle or defend the claim against *you* with *our* permission.

Limit of compensation

- 6.3.33 The compensation is limited to the amount shown in the *schedule* at the time of the loss, damage, bodily injury, illness or death. This amount applies to any single event or for a series of incidents that are the result of one event.

What is not insured under the Houseowners' Liability

Claims by certain people

- 6.3.34 We do not compensate for *Liability* claimed by any of the following people:
- 6.3.34.1 *you* or any member of *your* family who normally lives with *you*;
 - 6.3.34.2 *your* directors, members, trustees, beneficiaries and members of their families who normally live with them (if *you* are a company, close corporation or trust);
 - 6.3.34.3 *your* employees, other than *your* domestic employees, acting in the course of their employment with *you* at the time of the event.

Liability related to property owned by, looked after or controlled by certain people

- 6.3.35 We do not compensate for *Liability* related to loss of or damage to property owned by, looked after or under the control of any of the following people:
- 6.3.35.1 *you* or any member of *your* family who normally lives with *you*;
 - 6.3.35.2 *your* directors, members, trustees, beneficiaries and members of their families who normally live with them (if *you* are a company, close corporation or trust);
 - 6.3.35.3 *your* employees acting in the course of their employment with *you* at the time of the event.

Liability not related to your ownership of the Private Home

- 6.3.36 We do not compensate for *Liability* related to:
- 6.3.36.1 *your* employment, business or profession;
 - 6.3.36.2 *your* ownership or occupation of land or buildings other than the *Private Home* insured under this section;
 - 6.3.36.3 aircraft, vehicles or watercraft that *you* or *your* domestic employees own, look after or control.

Liability related to support of property

- 6.3.37 We do not compensate for *Liability* related to the vibration, removal, weakening or interference with the support of any land, building or other property.

Accidental damage to fixed machinery used in your *Private Home* (optional)

This insurance is optional. You must refer to your *schedule* to see if you have it and also for the excess that applies.

What we compensate you for

- 6.3.38 We compensate *you* for accidental loss of or damage to fixed machinery that *you* use for domestic purposes. The following items are insured:
- 6.3.38.1 fixed machinery for swimming pools (excluding automatic pool cleaners);
 - 6.3.38.2 fixed machinery for jacuzzis, boreholes (excluding windmills), spray irrigation systems, filtration equipment, air conditioners, electrical gates and motor garage doors installed at the *Private Home*.
- 6.3.39 The limit of compensation for any one event is the limit shown in the *schedule*.

What we do not compensate you for accidental damage

- 6.3.40 We do not compensate *you* for loss of or damage to fixed machinery directly or indirectly caused by:
- 6.3.40.1 depreciation, gradual causes, wear and tear;
 - 6.3.40.2 faulty design or workmanship or using tools or equipment in an incorrect manner;
 - 6.3.40.3 rodents, ants, moths or other insects and their larvae, vermin or your own domestic pets;
 - 6.3.40.4 cleaning, repairing or renovating;
 - 6.3.40.5 rust, subsidence, landslide or the collapse of any building;
 - 6.3.40.6 purposefully overloading the machine;
 - 6.3.40.7 electronic or electrical breakdown or failure;
 - 6.3.40.8 mechanical breakdown or breakages.
- 6.3.41 We do not compensate *you* for any loss or damage that is insured under a manufacturer's warranty or by a service contract.

Power surges (optional)

This insurance is optional. You must refer to your schedule to see if you have it and also for the excess that applies.

- 6.3.42 We compensate you for damage to the *Private Home* that is caused by power surges from accidental changes in the power supply of a public supply authority. We do not compensate you if the main electrical distribution boards of the *Private Home* are not protected with surge protectors, lightning arrestors or other protection devices installed to SANS 10142 specification.
- 6.3.43 We do not compensate you for power surges caused by deliberate power cuts or load shedding.
- 6.3.44 The limit of compensation for any one event or series of events is the limit shown in the *schedule*.

6.4 What we do not insure

If you do not maintain your Private Home

- 6.4.1 We do not compensate you for any loss or damage caused by the *Private Home* not being maintained.

Leaving your Private Home unoccupied without our consent

- 6.4.2 You must tell us if you intend leaving your *Private Home* unoccupied for more than 60 consecutive days in any 12-month period so that we can adjust your premium or change your terms, conditions and *exclusions*. If you do not tell us, we will not compensate you for any loss or damage while the *Private Home* is unoccupied.

When you do building alterations to your Private Home

- 6.4.3 When you do structural building alterations, and there is loss, damage or *Liability* caused by the structural building alterations, we do not compensate you for:
- 6.4.3.1 glass and sanitaryware (for example, toilets, sinks and baths);
 - 6.4.3.2 alternative accommodation and rent;
 - 6.4.3.3 Houseowners' *Liability*.

Ensure compliance with building laws and regulations

- 6.4.4 We do not compensate you for loss or damage as a result of your *Private Home* not complying with the National Building Regulations or any other laws or regulations that apply to building standards or maintenance.

6.5 Compensation

How we compensate you

- 6.5.1 We compensate you for loss of or damage to the *Private Home* by one or a combination of the following:
- paying the costs of the loss or damage;
 - replacing whatever is lost or damaged;
 - repairing whatever is damaged.
- 6.5.2 We base the compensation on the replacement value of similar new property at the time of the loss or damage. The limit of compensation is the amount shown in the *schedule* and must include demolition and professional fees.

We look after the lender's rights

- 6.5.3 If *you* have a mortgage bond registered over the *Private Home* and *you* claim for loss or damage, *we* compensate the lender (also known as the mortgagee) first.
- 6.5.4 This compensation is limited to the amount that *you* owe on the mortgage bond.

An example:

James buys a house for R1 000 000 and borrows money to pay for it. The bank registers a mortgage bond over the buildings for the full value. James buys insurance for the full value. James has paid back R400 000 to the bank when his house is destroyed in a fire. James claims from his insurance. *We* compensate the bank for R600 000 and *we* compensate James R400 000 for the damage, less any excess.

- 6.5.5 If *you* act or fail to act in a way that leads to the rejection of *your* claim for loss or damage, *we* will still compensate the lender if:
- 6.5.5.1 the lender did not know of the act or omission which resulted in the rejection of the claim;
 - 6.5.5.2 the lender tells *us* of the act or omission as soon as it becomes aware of it; and
 - 6.5.5.3 the rejection of the claim was not due to fraud, dishonesty, misrepresentation or any event deliberately caused by *you* or any person colluding with *you*.

Make sure *you* are not under-insured for your *Private Home*

- 6.5.6 It is *your* responsibility to insure *your Private Home* for the replacement value. The replacement value means:
- 6.5.6.1 the cost to repair or rebuild the *Private Home* at the time of the loss or damage with new materials; and
 - 6.5.6.2 the cost of demolition and professional fees.
- 6.5.7 If, at the time of loss or damage, the replacement value is more than the insured amount, *we* will not compensate *you* for the full amount of *your* claim. *We* calculate the difference between the replacement value and the insured amount and apply this proportionately to *your* claim. *You* are responsible for the difference.

An example:

The replacement value of *your Private Home* is R1 000 000. *You* insure it for R750 000 (ie, there is a limit of compensation of R750 000). *You* have only insured it for 75% of its value.

There is R500 000 damage to the *Private Home*. *We* will pay 75% of the damage, which is R375 000, less the excess. *You* are responsible for the difference of R125 000.

Matching building materials

- 6.5.8 *We* do not have a duty to repair the *Private Home* to precisely match its previous state. *We* will repair it as close as circumstances reasonably allow.
- 6.5.9 Where *we* cannot match it exactly, *we* will use materials that, in *our* opinion, match the damaged or lost materials as closely as possible.
- 6.5.10 *We* will only do this to the part of the structure where the loss or damage has occurred. *We* will not pay for matching building materials to create a uniform effect throughout *your Private Home*.

Excess

- 6.5.11 There is an *excess* in the *schedule* for Houseowners' insurance. This is the amount that *you* must pay before *we* will start compensating *you*.

6.6 Special conditions

Security measures

Burglar bars

- 6.6.1 If the *schedule* states that *you* have burglar bars, *we* compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft the burglar bars are fitted.

Security gates

- 6.6.2 If the *schedule* states that *you* have security gates, *we* compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft all the following conditions are met:
- 6.6.2.1 the security gates are fitted;
 - 6.6.2.2 the security gates are locked when *your Private Home* is left unattended.

Alarm system

- 6.6.3 If the *schedule* states that *you* have an alarm system, *we* compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft all the following conditions are met:
- 6.6.3.1 the alarm system is installed;
 - 6.6.3.2 the alarm system is in working order;
 - 6.6.3.3 if *your Private Home* is left unattended, the alarm is armed for the entire Home and Outbuildings and none of the 'passive infrared motion detectors' of the alarm system are obstructed or bypassed.

Perimeter security

- 6.6.4 Perimeter security refers to precautions taken on the boundary of the grounds to protect against theft or attempted theft. An example is an electric fence.
- 6.6.5 If the *schedule* states that *you* have perimeter security, *we* compensate *you* for theft or attempted theft only if at the time of the theft or attempted theft, all of the following conditions are met:
- 6.6.5.1 the perimeter security is in working condition;
 - 6.6.5.2 if the perimeter security can be armed, then it must be armed.

Tenants' behaviour

- 6.6.6 If a tenant living in the *Private Home* acts or fails to act in a way that would make this policy invalid, *we* still compensate *you* if:
- 6.6.6.1 *you* do not know of or agree to the tenant's act or failure to act;
 - 6.6.6.2 *you* tell *us* about the act or failure to act as soon as *you* find out about it.

Surveys

- 6.6.7 *We may* ask a surveyor to survey *your Private Home* at any time.
- 6.6.8 Based on the outcome of this survey, *we may* immediately do one of the following:
- 6.6.8.1 change the terms, conditions and exclusions of *your* insurance;
 - 6.6.8.2 cancel *your* insurance;
 - 6.6.8.3 treat *your* policy as null and void.

7. Personal Accident

7.1 Definitions in this section

<i>You</i>	means the policyholder and other people named in the <i>schedule</i> .
<i>Accident</i>	means an event that is external to the body that <i>you</i> could not avoid, that <i>you</i> did not intend and that <i>you</i> could not have expected or foreseen.
<i>Bodily injury</i>	means a physical injury to the body caused by an accidental, violent, visible and external event.

7.2 Who we insure

7.2.1 We only give compensation for death, disability and medical expenses for Personal Accident for the following people, if they are named in the *schedule*:

- the policyholder;
- the policyholder's *spouse*;
- the parents of both the policyholder and the policyholder's *spouse*;
- the policyholder's or *spouse's* children;
- the policyholder and the policyholder's *spouse's* full-time domestic staff.

7.3 What we insure

Full insurance or Motor Vehicle Accidents only

7.3.1 *Your schedule* shows which type of insurance *you* chose. *You* have chosen either of the following:

- 7.3.1.1 Full insurance;
- 7.3.1.2 Insurance for Motor Vehicle *Accidents* only.

Death and disability after an *accident*

7.3.2 We compensate *you* up to the amount shown in the *schedule* for:

- Death;
- Permanent Disability (optional cover);
- Temporary Disability (optional cover);
- Medical Expenses (optional cover).

7.3.3 Please check *your schedule* to see what *you* are insured for.

If *you* disappear

7.3.4 If *you* disappear we give compensation as if *you* had died, if both of the following occurs:

- 7.3.4.1 we receive a copy of the court order of Presumption of Death;
- 7.3.4.2 we have no reason to believe that any event other than an *accident* took place.

7.3.5 If, any time after we have paid the claim, *you* are found alive, *you* must repay all compensation to *us*.

Exposure to the elements, thirst and starvation

7.3.6 We compensate if *your* death or *bodily injury* is caused by exposure to the elements, thirst or starvation after an *accident*.

Repatriation costs

- 7.3.7 Repatriation means to bring *your* body back to South Africa if *you* die from an *accident* while *you* are outside South Africa. We compensate *you, your beneficiary* or *your* estate with the reasonable costs up to the limit shown in the *schedule* to return *your* body to South Africa.

Bereavement expenses

- 7.3.8 If *you* die from an *accident*, we compensate *you, your beneficiary* or *your* estate for the Bereavement Expenses up to the limit shown in the *schedule*.

Trauma counselling after a violent event

- 7.3.9 We compensate *you* up to the limit shown in the *schedule* if *you* or *your* domestic staff need professional counselling after being a victim of violent theft, attempted theft or hold up.

Double compensation

- 7.3.10 If the policyholder and their *spouse* die within 12 months of the *accident* and their deaths are caused by the same *accident*, we give double compensation for death. We only compensate if all these conditions are met:
- 7.3.10.1 *you* have chosen insurance for Death, Permanent Disability and Temporary Disability;
 - 7.3.10.2 *you* have surviving children under the age of 18 years who are dependent on *you* and *your spouse*;
 - 7.3.10.3 *you, your spouse* and *your* children are all members of the same household at the time of the *accident*.

7.4 What we do not insure

Pre-existing medical conditions

- 7.4.1 We do not compensate *you* for death, *bodily injury* or disability caused by a medical condition that existed before the person was first added to this section.

Taking part in certain activities

- 7.4.2 We do not compensate *you* for any claim under this section caused by:
- 7.4.2.1 any sport as a professional;
 - 7.4.2.2 extreme activities such as paragliding, skydiving, hang-gliding, off-road motorcycling, quad-biking or free climbing;
 - 7.4.2.3 wrestling, boxing or martial arts;
 - 7.4.2.4 racing, speed or endurance events on or in power-driven vehicles or craft;
 - 7.4.2.5 flying, other than as a passenger in a legally licensed passenger-carrying aircraft;
 - 7.4.2.6 mountaineering where the use of ropes or a guide is necessary; or
 - 7.4.2.7 digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives.

Accidents related to alcohol or drug use

- 7.4.3 We do not compensate *you* for death, disability or *bodily injury* that results from *you* being under the influence of alcohol or drugs.
- 7.4.4 This *exclusion* will not apply if a qualified Medical Practitioner prescribes the drugs for *you* and *you* take them in the way they are prescribed.
- 7.4.5 If *your* alcohol level is above the legal limit, we consider that *you* are under the influence of alcohol.

Intentional misconduct

7.4.6 We do not compensate *you* for death, disability or *bodily injury* resulting from *your* intentional misconduct such as when *you* provoke an assault, break any law or disturb the peace.

Death or *bodily injury* that *you* deliberately cause

7.4.7 We do not compensate *you* for death, disability or *bodily injury* that *you* cause by suicide, attempted suicide, intentional self-injury or exposure to danger.

Military or other service

7.4.8 We do not compensate *you* for any claim under this section resulting from *your* service in the military, naval, police or air service of any country.

Participation in riot, civil commotion or act of terrorism

7.4.9 We do not compensate *you* if *you* participate in any riot, civil commotion or act of terrorism.

7.5 Compensation

7.5.1 Limits of compensation table

Amount of compensation and conditions	
Type A: Death	The limit of compensation shown in the <i>schedule</i> .
Type B: Permanent disability (permanent loss of or damage to senses or limbs) (optional)	A percentage of the limit of compensation shown in the <i>schedule</i> according to the percentages shown in the tables below.
Type C: Temporary disability (inability to work) (optional)	The amount of compensation shown in the <i>schedule</i> for each week of the disability, up to a maximum of 104 weeks.
This is a disability that:	
<ul style="list-style-type: none">prevents <i>you</i> from continuing <i>your</i> occupation; andis temporary. It is not a permanent disability.	The disability must continue for more than 7 consecutive days. <i>We</i> stop the compensation as soon as <i>we</i> consider that <i>you</i> are medically fit or able to return to <i>your</i> usual business or occupation.
Type D: Various medical expenses (optional)	Up to the limit of compensation shown in the <i>schedule</i> .
These include medical, surgical, dental, hospital, emergency rescue and transportation expenses, as well as artificial limbs and aids.	<i>You may</i> only claim for Medical expenses if the expenses are more than R500 and <i>you</i> are unable to recover them from any other insurance, including medical aid.

The rules for compensation

- 7.5.2 If we compensate the limit of compensation for either Death (Type A) or Permanent disability (Type B), this section of the policy ends immediately and *you* cannot make any further claims under it. *We* only compensate *you* for either Death (Type A) or Permanent disability (Type B) caused by the same *accident*.
- 7.5.3 For any disability caused by the same *accident*, *we* only compensate *you* for either Permanent disability or Temporary disability (inability to work). *You may* not receive compensation for both. If *we* compensate *you* for Temporary disability, and *you* then claim for Permanent disability, *we* will deduct the amount *we* paid out for Temporary disability from the lump sum payment for Permanent disability.
- 7.5.4 Compensation for Temporary disability (inability to work) and Various medical expenses (Types C and D) stops immediately in either of these cases:
- 7.5.4.1 there is a valid claim for Death (Type A);
- 7.5.4.2 there is a valid claim for Permanent disability (Type B) as long as the *bodily injury* resulting in the disability has been cured or healed as far as reasonably possible.
- 7.5.5 *We* compensate *you*, *your beneficiary* or *your estate*.

Compensation limits for death of a child

- 7.5.6 The law limits compensation for Death (Type A) for children. Limits for the compensation are shown in the *schedule*.

Compensation for Permanent disability (Type B) Limit of compensation for Permanent disability

- 7.5.7 *We* only compensate *you* up to the limit of compensation for Permanent disability caused by one *accident*. The total *we* pay for Permanent disability for any one *accident* will not be over 100% of the Permanent disability maximum.

Compensation tables for Permanent disability

- 7.5.8 In the tables below, *we* describe the Permanent disability that *you may* receive compensation for.
- 7.5.9 If the Permanent disability does not appear in any of the tables below, *we* apply a percentage of disability to *your* injury that is consistent with the percentages in the table.

Burns

- 7.5.10 *We* compensate *you* up to the limit of compensation shown in the *schedule* depending on the percentage of your body's surface area that is disfigured from burns.
- 7.5.11 If the percentage disfigurement from burns described in 7.5.10 is less than 100% of the surface area *we* apply a percentage to the compensation that is consistent with the actual disfigurement *you* suffer.
- 7.5.12 *We* do not give compensation for burns if less than 10% of the surface area described in 7.5.10 above is affected. *We* only compensate *you* when the permanent effect of medical or surgical treatment has been established.
- 7.5.13 Permanent total loss of use of a part of the body will be treated as loss of that part.

Fingers, thumbs and toes

7.5.14 A phalanx is a bone that forms the fingers and toes. Its plural is phalanges.

Description of Permanent disability		Percentage of limit of compensation
Loss of:		
Four fingers		70%
Thumb	– Both phalanges	25%
	– One phalanx	10%
Index finger	– Three phalanges	10%
	– Two phalanges	8%
	– One phalanx	4%
Middle finger	– Three phalanges	6%
	– Two phalanges	4%
	– One phalanx	2%
Ring finger	– Three phalanges	5%
	– Two phalanges	4%
	– One phalanx	2%
Little finger	– Three phalanges	4%
	– Two phalanges	3%
	– One phalanx	2%
Metacarpal	– First or second (additional)	3%
	– Third, fourth or fifth (additional)	2%
Toes	– All on one foot	30%
	– Big toe, both phalanges	5%
	– Big toe, one phalanx	2%
	– A toe other than the big toe, if more than one toe lost	1% for each toe lost

Limbs

Description of Permanent disability	Percentage of limit of compensation
Loss by physical separation at or above the wrist or ankle of one or more limbs, or permanent and complete loss of use of a limb	100%

Paralysis or becoming bedridden

Description of Permanent disability	Percentage of limit of compensation
Injuries resulting in total paralysis or permanent disability or in being permanently bedridden	100%

Senses (eyes and eyesight, speech, ears and hearing)

7.5.17	Description of Permanent disability	Percentage of limit of compensation
	All sight in one or both eyes	100%
	Sight of one eye, except perception of light	75%
	Speech	100%
	Both ears	100%
	One ear	25%

7.6 Special conditions

Death or disability must happen within 24 months of the *accident*

7.6.1 *Your* death or disability must take place within 24 months of the *accident* that caused the *bodily injury*.

7.6.2 For death, the 24-month period does not include the time that *you* are kept alive by life support equipment if *you* are on the equipment for more than 3 consecutive days. If the life support equipment is used for less than 3 consecutive days, the 24-month period is not delayed.

You must give *us* certain information

7.6.3 *You* must give *us* immediate notice if:

7.6.3.1 *you* have any physical medical condition which affects *you*;

7.6.3.2 *you* change *your* occupation to a more dangerous occupation.

You are only insured up until *your* 80th birthday

7.6.4 *You* are no longer insured after *you* turn 80 years old.

You must get proper medical care

7.6.5 If *you* have any physical injury that might result in a claim, *you* must get medical care within a reasonable time.

7.6.6 *We* do not compensate *you* for a death or disability that has been affected in any way by *you* not having any medical treatment that *we* believe *you* should have had.

You must agree to medical examinations

7.6.7 In the event of a claim *you* must attend medical examinations as often as *we* ask *you* to. *We* are responsible for the cost of these examinations and any reasonable expenses related to it.

7.6.8 Temporary disability payments will be made to *you* at intervals, if the attending Medical Practitioner gives *us* a satisfactory medical report at the time of the temporary disability.

8. All Risks – insurance for personal belongings

8.1 Definitions in this section

<i>You</i>	means the policyholder and other people we insure under this section.
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<i>Insured items</i>	means both General and Specified items
	General:
	<ul style="list-style-type: none">• <i>your</i> clothing and personal items that a person would normally wear or carry;• <i>your</i> personal equipment that a person participating in sport would normally wear or use;• Household Goods, including groceries, that <i>you</i> are transporting to or from any place of purchase, repair or renovation.
	Specified:
	<ul style="list-style-type: none">• items named in the <i>schedule</i>;• money, cheques or similar documents if shown in the <i>schedule</i>.

8.2 Who we insure

8.2.1 Under this section, we insure:

- the policyholder;
- members of the policyholder's family who live with them and who are named on the *schedule*.

8.3 What we insure

8.3.1 We compensate *you* if an *insured item* is accidentally lost or damaged.

Items that must be specified

8.3.2 We compensate *you* for items that are specified in the *schedule*, such as:

- mobile communication devices, such as cell phones;
- bicycles, surf boards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurfers and sailboards;
- tools;
- stamp and coin collections;
- money and documents;
- furs and leather jackets;
- wheelchairs;
- guns.

8.4 What we do not insure

Items that we do not insure under this section

Vehicles

- 8.4.1 We do not compensate *you* for:
- 8.4.1.1 motor vehicles and accessories (other than specified car radios and sound systems);
 - 8.4.1.2 trailers and caravans;
 - 8.4.1.3 hang gliders;
 - 8.4.1.4 aircraft and watercraft.

Items insured elsewhere

- 8.4.2 We do not compensate *you* under General for items that are specified or insured elsewhere.

Computers

- 8.4.3 We do not compensate *you* for any computer equipment or accessories such as laptops, palmtops, notebooks, iPads, tablets and desktop computers.

Loss or damage that we do not insure

Wear and tear, depreciation and deterioration

- 8.4.4 We do not compensate *you* for gradual causes such as wear and tear, rust, mildew, corrosion, decay, depreciation and deterioration.

Pairs and sets

- 8.4.5 We do not compensate *you* for any additional, special value that an item has because it is part of a pair or set. We only compensate *you* for the proportionate value of the part of the set that is lost or damaged.

Electronic data

- 8.4.6 We do not compensate *you* for the cost of reproducing sounds, data and images that are lost from tapes, records, films, magnetic media or any other electronic media.

Household pests and pets

- 8.4.7 We do not compensate *you* for loss or damage caused by household pests such as moths or other insects or their larvae, vermin, rodents or your own domestic pets.

Cleaning, dyeing, renovating and repairing

- 8.4.8 We do not compensate *you* for damage caused by cleaning, dyeing, renovating or repairing.

Confiscation and detention

- 8.4.9 We do not compensate *you* for loss or damage to items that are confiscated or detained by a process of law.

Photographic and optical equipment

- 8.4.10 We do not compensate *you* for loss of or damage to photographic and optical equipment that *you* use for professional purposes.

Electrical and mechanical breakdown

- 8.4.11 We do not compensate *you* for electronic or electrical and mechanical breakdown breakages or failure.

The action of light or climatic conditions

8.4.12 We do not compensate *you* for damage caused by the action of light or climatic conditions.

8.5 Compensation

How we compensate you

8.5.1 We can choose one or more of the following ways to compensate *you*:

- paying the costs of the loss or damage;
- replacing whatever is lost or damaged;
- repairing whatever is damaged.

Limit of compensation

8.5.2 For General:

- for any one item we only compensate *you* up to 25% of the total limit of compensation for the General item;
- for the whole claim, we compensate *you* up to the limit shown in the *schedule*.

8.5.3 For Specified:

We compensate *you* up to the limit shown in the *schedule* for specified items.

For personal documents

8.5.4 We only compensate *you* for the value of the materials and the cost of labour to replace personal documents. We do not compensate *you* for *Consequential loss*. *Consequential loss* is any additional loss or damage that happens as a result of the insured loss or damage.

For stamp collections

8.5.5 We compensate *you* for a stamp collection if:

- 8.5.5.1 it is specified in the *schedule*;
- 8.5.5.2 one or more complete pages of the collection are lost or damaged.

8.5.6 We do not compensate *you* for:

- 8.5.6.1 more than the limit shown in the *schedule* for any one stamp;
- 8.5.6.2 more than two-thirds of the value of that stamp in a current, recognised catalogue up to the limit shown in the *schedule* for any one stamp.

8.5.7 We compensate *you* up to the limit shown in the *schedule*.

For coin collections

8.5.8 We compensate *you* for a coin collection if it is specified in the *schedule*.

8.5.9 We do not compensate *you* for:

- 8.5.9.1 current valid coins;
- 8.5.9.2 more than the limit stated in the *schedule* for any one coin;
- 8.5.9.3 more than the limit stated in the *schedule* for the whole collection.

For items in bank safety deposit boxes

8.5.10 We compensate *you* for items specified in the *schedule* shown as being kept in a bank safety deposit box. We only compensate *you* for that item if it is in a safety deposit box in the bank at the time of the loss or damage.

- 8.5.11 If *you* remove the item from the bank safety deposit box then *you* must notify us and insure the item as an ordinary specified item.

For items stolen from vehicles

- 8.5.12 We only compensate *you* for items stolen from an unattended car if there are visible signs of forced entry to the vehicle.

Make sure *you* are not under-insured

- 8.5.13 It is *your* responsibility to insure *your* items for the replacement value.

Excess

- 8.5.14 There is an *excess* in the *schedule* for this section. This is the amount that *you* must pay before we compensate *you*.

8.6 Special conditions

You must give proof of ownership

- 8.6.1 *You* must give *us* acceptable proof that *you* own an item, or acceptable proof of its value, if we ask for it.

You must give proof of valuation of jewellery and watches

- 8.6.2 *You* must give *us* a professional valuation certificate for all insured jewellery and watches. This valuation must be done before the loss. If *you* do not have this certificate, *your* claim will be limited to the limit shown in the *schedule*.

The contents of caravans and camper trailers

- 8.6.3 We only compensate *you* for the contents of caravans and camper trailers if they are specified in the *schedule*.

What is insured

- 8.6.3.1 We cover *your* insured item while it is in the caravan, camper trailer or in an attached tent.

What we do not insure

- 8.6.3.2 We do not compensate *you* for:
- 8.6.3.2a theft of insured item while the caravan and attached tent is unoccupied, unless there are visible signs of forced entry;
 - 8.6.3.2b theft of insured item from the camper trailer and attached tent, unless there are visible signs of forced entry;
 - 8.6.3.2c permanent fittings of the caravan or camper trailer. Permanent fittings are items that were fitted by the manufacturer of the caravan or camper trailer;
 - 8.6.3.2d loss or damage caused by fraud or dishonesty by a person who has borrowed or hired the caravan.
- 8.6.3.3 The terms and conditions we list under 'What we do not insure' in this section also apply to the contents of caravans, camper trailers and attached tents.

Limit of compensation

- 8.6.3.4 The compensation is limited to the limit shown in the *schedule* at the time of the Insured event. This amount applies to any single event or for a series of incidents that are the result of one event.

9. Motor

9.1 Definitions in this section

<i>You</i>	means the policyholder and other regular drivers named in the <i>schedule</i> .
<i>Vehicle</i>	means the insured <i>vehicle</i> listed in the <i>schedule</i> or the <i>replacement vehicle</i> , as relevant. It includes the factory fitted accessories and spare parts when they are in or on the <i>vehicle</i> .
<i>Replacement vehicle</i>	means any <i>vehicle</i> from categories A to C below (Types of <i>vehicles</i> we insure). It includes <i>vehicles</i> that <i>you</i> hire, lease or temporarily use as a replacement for the insured <i>vehicle</i> while the insured <i>vehicle</i> is in for a service or mechanical or electrical repairs by the motor trade.

9.2 Who we insure

9.2.1 The following people are insured:

- the policyholder;
- the regular drivers named in the *schedule*;
- people driving *your vehicle* with *your* permission.

9.3 What we insure

9.3.1 We insure the *vehicle* listed in the *schedule* or any *replacement vehicle*.

9.3.2 The maximum compensation we give for a *replacement vehicle* is not more than the retail or agreed value of the insured *vehicle* on *your* policy.

Types of *vehicle* we insure:

Category	Type of <i>vehicle</i>	Description
A	Cars	private motor cars
B	Goods <i>vehicles</i>	with gross mass of 3 500 kg or less
C	4 X 4 and 4 X 2 <i>vehicles</i>	a 4 X 4 or 4 X 2 <i>vehicle</i> of not more than 3 500 kg gross <i>vehicle</i> mass
D	Motorcycles and related <i>vehicles</i>	motor cycles motor scooters (with or without a side car) three- and four-wheeled motorised <i>vehicles</i> (quad bikes, off-road scramblers, all-terrain <i>vehicles</i>)
E	Caravans and trailers	a caravan or trailer, including its permanent fittings. The caravan or trailer must not be self-propelled
F	Golf cars	a motorised or battery-operated car designed for transport on a golf course
G	Recreational tractors	a self-propelled tractor or lawn mower used for domestic or recreational purposes (for example, mowing the lawn at <i>your</i> Private Home or launching a watercraft)

9.4 Types of vehicle use

- 9.4.1 When you insure the *vehicle*, you choose the description of use for the *vehicle*. You may only use the *vehicle* for the purpose in the description you chose and as shown in the *schedule*. **If you use the *vehicle* for other purposes, we will not accept any claims. If you change the purpose of use of the *vehicle*, you must inform us immediately.**

The two descriptions and their purposes are:

Description	Purposes
1. Domestic use	Social, private, recreational travel and travel to and from work. It includes occasional business travel.
2. Business use	Business and professional travel, social, private, recreational travel and travel to and from work.

- 9.4.2 We do not insure the following types of use:
- 9.4.2.1 commercial travelling (for example, couriers);
 - 9.4.2.2 carrying fare-paying passengers;
 - 9.4.2.3 giving lifts to passengers for profit (for example, a *vehicle* sharing agreement);
 - 9.4.2.4 carrying goods for trade;
 - 9.4.2.5 giving driving lessons for reward;
 - 9.4.2.6 hiring out the *vehicle* for reward;
 - 9.4.2.7 any racing or speed contest, rally or trial involving driving of any kind including use on 4 X 4 courses and test circuits, gymkhanas, fun-day events or any events held on a race track sanctioned by or under the auspices of a motoring club;
 - 9.4.2.8 any purpose related to the motor trade, except when the *vehicle* is in the care of the motor trade for its maintenance or mechanical or electrical repair.
- 9.4.3 *Vehicle* sharing applies to category A, B and C only.
- 9.4.3.1 Accepting payment for giving lifts to passengers as part of a *vehicle* sharing agreement for social purposes or commuting, is not excluded under the type of *vehicle* use if both the following conditions are met:
 - 9.4.3.1a the passengers are not being carried in the course of a passenger carrying business;
 - 9.4.3.1b the total payment does not amount to profit.

9.5 Types of vehicle value

- 9.5.1 There are two types of *vehicle* value: Reasonable Retail value and Agreed value. The types of *vehicle* value applies only to category A, B and C *vehicles*. Check your *schedule* for the value type that applies to each *vehicle* you insure.

Type 1: Reasonable Retail value

- 9.5.2 The Reasonable Retail value is the price at which a car dealer sells a *vehicle* with its factory-fitted accessories. The value is based on the retail value shown for the *vehicle* in a recognised and current motor trade publication. The *vehicle's* age, condition and odometer readings might affect the value. We will automatically adjust your premium, based on the most current retail value. We will do this on the *anniversary date* of the policy.

- 9.5.3 You must insure the following items separately:
- 9.5.3.1 non-factory fitted accessories;
 - 9.5.3.2 credit shortfall (any amounts owing on the *vehicle*).
- 9.5.4 You may change the amounts the non-factory accessories are insured for at any time. If you do, you may not make the changes effective before the date that you asked for the change. You must ensure that the value of the extra accessories is accurate and up to date.

Type 2: Agreed value

- 9.5.5 The Agreed value is used for a special class of *vehicles*, for example, imported sports cars or vintage cars.
- 9.5.6 The Agreed value is the value you wish to insure the *vehicle* for, including its factory fitted accessories. The Agreed value is shown in the *schedule*. You must give us proof of value of the *vehicle* from three reputable motor *vehicle* dealers. If the condition of the *vehicle* worsens after the agreed value valuation but before a claim, the amount of compensation might be lower if there is a claim.
- 9.5.7 At each *anniversary date* of the policy you must give us new proof of value for the next 12 months of insurance.
- 9.5.8 If we do not receive new proof of value by the *anniversary date*, and the policy is renewed, the Agreed value will not change.

Motorcycles and related *vehicles*, caravans and trailers, golf cars and recreational tractors

- 9.5.9 The maximum compensation we will pay is the limit of compensation shown in the *schedule* or the reasonable retail value of the *vehicle* at the time of the loss whichever is the lower.

9.6 Types of insurance

- 9.6.1 There are three types of insurance under this section:
- 9.6.1.1 Comprehensive;
 - 9.6.1.2 Third Party, Fire and Theft;
 - 9.6.1.3 Third Party only.

9.6.2 The type of insurance *you* choose for each *vehicle* is shown in the *schedule*.

What we insure under each type of insurance

Comprehensive	Third party, fire and theft (does not apply to caravans and trailers, golf cars, recreational tractors, three and four wheeled motorised vehicles)	Third party only (does not apply to caravans and trailers, golf cars, recreational tractors, three and four wheeled motorised vehicles)
9.6.2.1 Loss or damage to the <i>vehicle</i>	Loss or damage to the <i>vehicle</i> from certain Insured events only	
9.6.2.2 Costs to protect the <i>vehicle</i>	Costs to protect the <i>vehicle</i>	
9.6.2.3 Costs for emergency repairs	Costs for emergency repairs	
9.6.2.4 Costs to tow and store	Cost to tow and store	
9.6.2.5 Delivery after repair	Delivery after repair	
9.6.2.6 Medical expenses		
9.6.2.7 Window glass		
9.6.2.8 Credit shortfall (optional)		
9.6.2.9 Emergency expenses for accommodation		
9.6.2.10 Mechanical and Electrical Breakdown		
9.6.2.11 Bereavement Expenses		
9.6.2.12 Trauma counselling after a violent act	Trauma counselling after a violent act	
9.6.2.13 Locks, keys and remote control units		
9.6.2.14 Tracking device		
9.6.2.15 Car hire (optional)		
9.6.2.16 <i>Liability</i>	<i>Liability</i>	<i>Liability</i>
9.6.2.17 <i>Vehicle</i> sharing	<i>Vehicle</i> sharing	<i>Vehicle</i> sharing

9.7 Comprehensive Motor Insurance

What we insure

9.7.1 If *you* chose comprehensive insurance, we compensate *you* for:

9.7.1.1 loss or damage to the *vehicle*;

9.7.1.2 *Liability*

- 9.7.2 If *you* have a valid claim for loss or damage under this section, we will also compensate *you* for the following:

Costs to protect the *vehicle*

- 9.7.3 If the insured loss or damage takes place, we will pay reasonable costs for protecting the *vehicle*, up to the limit shown in the *schedule*.

Costs for emergency repairs

- 9.7.4 *You may* authorise emergency repairs to the *vehicle* up to the limit shown in the *schedule* without *our* consent. *You* must immediately give us a detailed invoice from the repairer.

Costs to tow and store the *vehicle*

- 9.7.5 *You* must use *our* service provider for towing and storage after an accident.

If *you* do not use *our* approved service provider, the compensation for towing and storage will be limited to the amount shown in the *schedule*.

- 9.7.6 **After loss or damage:** we will pay the costs of towing and storage. *You* must contact *our* **24-hour call centre on 0860 247 365** to arrange towing and storage with one of *our* approved service providers.

Delivery after repair

- 9.7.7 After *your vehicle* has been repaired in South Africa following a valid claim, we will pay the reasonable cost of delivering the *vehicle* to *your* home in South Africa.

Medical expenses

- 9.7.8 This insurance applies only to category A, B and C, as set out in 'Types of *vehicles* we insure'.

- 9.7.9 If the driver or a passenger of the *vehicle* is physically injured because of loss or damage to the *vehicle*, we will pay the medical expenses *you* incur. The maximum we will pay for each person injured is shown in the *schedule*. We give compensation only if the injured person does not have any other insurance for medical expenses, for example medical aid.

Window glass

- 9.7.10 If *your* window is damaged, we compensate *you* for replacing or repairing the window glass of the *vehicle* at a repairer of *our* choice. A separate excess amount will apply if *you* only claim for window glass. Sunroofs and other glass that forms part of the body of the car are not window glass.

Credit shortfall (optional)

This insurance is optional as shown in the *schedule*. Please check *your schedule* to see whether *you* are insured for credit shortfall.

- 9.7.11 This insurance applies only to category A, B and C, as set out in 'Types of *vehicles* we insure'.

What we insure under credit shortfall

- 9.7.12 We compensate *you* for any credit shortfall *you* might have for the *vehicle*. The credit shortfall is the difference between:

- the total amount *you* owe at the date of loss or damage to a registered credit provider (under the National Credit Act, Act 34 of 2005); and
- the Retail or Agreed value of the *vehicle*, as relevant.

- 9.7.13 We give compensation for credit shortfall if the *vehicle* is either:
- 9.7.13.1 stolen or hijacked and not physically returned to *you* or to *us*;
 - 9.7.13.2 written off. This is when the *vehicle* is damaged and, in *our* opinion, is not economical to repair.

An example of credit shortfall:

You buy a car for R160 000. *You* take out *vehicle* financing from a registered credit provider to pay off the car in instalments. Under the credit agreement, *you* owe the credit provider R220 000. If at the time the car is stolen and *you* still owe the credit provider R210 000, *we* will pay R50 000 for the credit shortfall as well as the R160 000 being the retail or agreed value for the car.

What you must give us when you claim for credit shortfall

- 9.7.14 *You* must give *us* both of the following within 30 days of the loss or damage:
- 9.7.14.1 a copy of the credit agreement;
 - 9.7.14.2 a statement of *your* account showing the settlement balance that is outstanding at the date of loss or damage.

What we do not insure under credit shortfall

- 9.7.15 We do not include any of the following amounts in the compensation:
- 9.7.15.1 payments or interest that are in arrears before the date of loss or damage;
 - 9.7.15.2 early settlement penalties;
 - 9.7.15.3 if the *vehicle* is subject to an instalment agreement that includes a residual payment, the maximum amount *we* will pay is the credit shortfall amount that would have existed if the *vehicle* was financed under an instalment agreement without a residual payment. The relevant time for this recalculation of the credit shortfall will be the month in which the claim is settled;
 - 9.7.15.4 any agreement whereby the amount of any single instalment, excluding the residual amount, differs by more than 10% from any other instalment;
 - 9.7.15.5 any other amounts that can be refunded to *you* (for example, extra payments *you* have made to reduce *your* credit);
 - 9.7.15.6 any legal costs *you* owe to the finance company.

Emergency expenses for accommodation

- 9.7.16 This insurance applies only to category A, B and C, as set out in 'Types of *vehicles* we insure'.
- 9.7.17 We compensate *you* for accommodation expenses that *you* and one passenger had to spend because of loss or damage to the *vehicle*. We compensate *you* up to the limit shown in the *schedule* for each person each day for a maximum of 2 days.
- 9.7.18 *You may* only claim for this insurance if the loss or damage took place more than 250 km from the Private Home shown on the *schedule*.

Bereavement expenses

- 9.7.19 *You may* only claim for Bereavement expenses if *we* have accepted a claim for loss or damage under this section. We compensate *your* estate if *you* die as a result of the incident that led to the claim and within 3 months of that incident. We give compensation up to the limit shown in the *schedule* for any one claim.

Locks, keys and remote control units

9.7.20 We compensate *you* for loss or damage to the *vehicle's* locks, keys and remote control units. We compensate *you* up to the limit shown in the *schedule* for any one claim.

Tracking device

9.7.21 If *you* have a tracking system in *your vehicle* and the *vehicle* is damaged beyond repair, or is not recovered following theft, we compensate *you* for the cost to install a tracking system in *your new vehicle*. *Your* contract with the tracking company must be valid and the payments must be up to date at the time of the loss or damage. We must authorise the installation before *you* proceed with it.

9.7.22 We compensate *you* up to the limit shown in the *schedule*.

Trauma counselling after a violent act

9.7.23 We compensate *you* for professional counselling that *you* pay for after being the victim of a violent act of theft, attempted theft, hold-up or hijacking of the *vehicle*. A registered professional counsellor must give the counselling.

9.7.24 We compensate *you* up to the limit shown in the *schedule* for any one claim.

Mechanical and Electrical Breakdown of the vehicle

9.7.25 This insurance applies only to category A, B and C, as set out in 'Types of *vehicles* we insure'.

9.7.26 If there is a mechanical or electrical breakdown of the *vehicle*, we compensate *you* up to the limit shown in the *schedule* for costs *you* necessarily incur for protecting the *vehicle* and transporting it to a repairer. We only compensate *you* for a breakdown once in each 12-month period. We give compensation only if *you* do not have any other breakdown insurance.

Car hire (Optional)

9.7.27 This insurance is optional as shown in the *schedule*. Please check *your schedule* to see whether *you* are insured for car hire.

9.7.28 This insurance applies only to category A, B and C, as set out in 'Types of *vehicles* we insure'.

When and how we compensate *you* for car hire

9.7.29 If *you* have a valid claim, we compensate *you* for hiring a car following loss or damage to the *vehicle* in any of the following circumstances:

9.7.29.1 if the *vehicle* cannot be driven;

9.7.29.2 if the *vehicle* is being repaired;

9.7.29.3 if the *vehicle* is stolen and not recovered.

9.7.30 We compensate *you* for:

9.7.30.1 the actual car hire charges for an unlimited distance of travel, excluding running costs (fuel and oil);

9.7.30.2 the cost of delivery of the hire car.

Conditions for car hire

9.7.31 We arrange the car hire for *you*. We only hire cars from hire companies that we approve in South Africa.

9.7.32 We compensate *you* only if *you* accept the terms, conditions and *exclusions* of the hire company.

- 9.7.33 The hire car must have an engine capacity of the same or less than the engine capacity for a hire car shown in the *schedule*.
- 9.7.34 The period of hire starts from any one of these dates:
- 9.7.34.1 the date the *vehicle* could not be driven;
 - 9.7.34.2 the date the *vehicle* was handed to the motor trade for repair; or
 - 9.7.34.3 the date the theft of the *vehicle* was reported to *us*.
- 9.7.35 The period of hire ends at the earliest of:
- 9.7.35.1 the day *your vehicle's* repair is complete;
 - 9.7.35.2 the day *we* compensate *you* for the total loss of *your vehicle*; or
 - 9.7.35.3 the last day of the number of days shown in the *schedule*.

Liability

We compensate *you* if *you* are held liable for another person's death, bodily injury, loss or damage to property caused by the *vehicle*.

See *Liability* section at 9.10 for terms and conditions.

9.8 Third Party, Fire and Theft

What we insure

- 9.8.1 If *you* chose insurance for Third Party, Fire and Theft, we only compensate *you* for:

Loss or damage

- 9.8.2 Loss or damage to the *vehicle* from:
- 9.8.2.1 fire, lightning, explosion;
 - 9.8.2.2 theft and attempted theft.

- 9.8.3 *Liability*

Costs to protect the vehicle

- 9.8.4 If the insured loss or damage takes place, we will pay reasonable costs for protecting the *vehicle*, up to the limit shown in the *schedule*.

Costs for emergency repairs

- 9.8.5 *You may* authorise emergency repairs to the *vehicle* up to the limit shown in the *schedule* without *our* consent. *You* must immediately give *us* a detailed invoice from the repairer.

Costs to tow and store the vehicle following Fire, Theft and attempted Theft

- 9.8.6 *You* must use *our* service provider for towing and storage after a fire, theft or attempted theft

If *you* do not use *our* approved service provider, the compensation for towing and storage will be limited to the amount shown in the *schedule*.

- 9.8.7 After fire, theft or attempted theft we will pay the costs of towing and storage.

You must contact *our* **24-hour call centre on 0860 247 365** to arrange towing and storage with one of *our* approved service providers.

Delivery after repair

- 9.8.8 After *your vehicle* has been repaired in South Africa following a valid claim, we will pay the reasonable cost of delivering the *vehicle* to *your* home in South Africa.

Trauma counselling after a violent act

- 9.8.9 We compensate *you* for professional counselling that *you* pay for after being a victim of a violent act of theft, attempted theft, hold-up or hijacking of the *vehicle*. A registered professional counsellor must give the counselling.
- 9.8.10 We compensate *you* up to the limit shown in the *schedule* for any one claim.

Liability

- 9.8.11 We compensate *you* if *you* are *held liable* for another person's death, bodily injury, loss or damage to property caused by the *vehicle*.
See *Liability* section at 9.10 for terms and conditions.

9.9 Third Party only

- 9.9.1 If *you* choose insurance for Third Party only, we only compensate *you* for *Liability*. See *Liability* at 9.10 for terms and conditions.

9.10 Liability

- 9.10.1 *Liability* means responsible in law.

What we insure

Liability insurance for vehicles insured on this policy

- 9.10.2 We compensate *you* if *you* are *held liable* for another person's accidental death, bodily injury, loss or damage to property caused:
- 9.10.2.1 by the *vehicle* during the *period of insurance*; or
 - 9.10.2.2 while the insured *vehicle* is towing a trailer, caravan, car or goods *vehicle* not exceeding 3 500 kg during the *period of insurance*.
- 9.10.3 We do not compensate if *you* are towing for reward.

Liability insurance while other people drive or use your vehicle

- 9.10.4 We will also compensate any person who is driving or using the *vehicle* with *your* permission if such person is *held liable* for another person's death, bodily injury, loss or damage to property occurring during the *period of insurance*. The person driving with *your* permission:
- 9.10.4.1 must not have a right to compensation under any other insurance;
 - 9.10.4.2 must not have been refused motor insurance at any time;
 - 9.10.4.3 must comply with the terms, conditions and *exclusions* of this policy. It is *your* responsibility to ensure that any person driving or using *your vehicle* is aware of the terms, conditions and *exclusions* of this policy.

Liability insurance for vehicles not insured on this policy

- 9.10.5 We also compensate *you* if *you* are *held liable* for another person's death, bodily injury, loss or damage to property (excluding loss or damage to the *vehicle* itself) caused while *you* drive or use a category A, B or C type *vehicle* which is not insured on this policy during the *period of insurance*.
- 9.10.6 We only give compensation if:
- 9.10.6.1 *you* do not own the *vehicle*;
 - 9.10.6.2 *you* are not buying, leasing or hiring the *vehicle* under a credit agreement or similar agreement.
- 9.10.7 Please check *your schedule* to see the *Liability* limits that apply to each *vehicle*.

Compensation

9.10.8 The compensation includes the following:

- the amounts *you* are liable for;
- legal costs of the other person that *you* are liable for; and
- costs that *you* incur with *our* permission to settle or defend the claim against *you*.

Limit of compensation

9.10.9 The compensation is limited to the amount shown in the *schedule* at the time of the Insured event. This amount applies to any single event or for a series of incidents that are the result of one event.

9.10.10 For drivers aged 25 and under, please see the limit of *Liability* shown in the *schedule* for death or bodily injury to other persons travelling in the *vehicle*. This is shown as the Passenger *Liability* limit on the *schedule*.

Legal representation for *Liability* claims

9.10.11 *We may* arrange:

9.10.11.1 representation for *you* at any inquiry into death resulting from an Insured event;

9.10.11.2 legal representation for *your* defence at any criminal proceedings resulting from an Insured event.

What is not insured under *Liability*

Death of or bodily injury to certain people

9.10.12 *We do not* compensate for *Liability* for death of or bodily injury to the following people:

9.10.12.1 *you*, a person using or driving the *vehicle* with *your* permission or members of *your* family who normally live with *you*;

9.10.12.2 *your* employees, other than *your* domestic employees, acting in the course of their employment with *you* at the time of the event;

9.10.12.3 any person in or on a caravan or trailer while it is being towed by the *vehicle*;

9.10.12.4 any passenger who was outside the cab of the *vehicle* at the time of the event;

9.10.12.5 any person travelling on or mounting onto, or dismounting from any category D-type *vehicle*.

Loss of or damage to property belonging to certain people

9.10.13 *We do not* compensate for *Liability* for loss of or damage to property:

9.10.13.1 that *you*, a person using or driving the *vehicle* with *your* permission or any members of *your* family own, look after or control;

9.10.13.2 in or on a caravan or trailer while being towed.

If *you* are insured under other insurance legislation

9.10.14 *We do not* compensate for *Liability* where *you* have insurance for *Liability* under any other motor *vehicle* insurance legislation.

9.11 What we do not insure

We do not compensate *you* under the Motor section for claims for any of the following:

- 9.11.1 deterioration in value resulting from repairs after an Insured event;
- 9.11.2 wear and tear, mechanical, electronic or electrical breakdowns, failure or breakages;
- 9.11.3 damage caused by rust, mildew, corrosion or decay;
- 9.11.4 damage caused by moths or other insects or their larvae, vermin, rodents or your own domestic pets;
- 9.11.5 damage to the tyres caused maliciously or by punctures, cuts and bursts, or by applying brakes or by distortion of the tyre;
- 9.11.6 any authority lawfully taking or impounding the *vehicle* or any part of the *vehicle*;
- 9.11.7 any event that takes place outside the countries where *you* are insured (see General section), except while the *vehicle* is in transit by water between ports in these countries;
- 9.11.8 the *vehicle* being driven or used in any of the following circumstances:
 - 9.11.8.1 without a *vehicle* licence that is valid in the country where the *vehicle* is being used;
 - 9.11.8.2 while *you*, or any other person with *your* permission, drives the *vehicle* without a driver's or learner's licence that is valid in the country where the *vehicle* is being used; or if *you*, or any other person with *your* permission, does not comply with the relevant laws about licences;
 - 9.11.8.3 while *you* drive the *vehicle* under the influence of alcohol or drugs or *you* drive the *vehicle* when *your* blood-alcohol level is over the legal limit;
 - 9.11.8.4 while any other person drives the *vehicle* with *your* permission, and to *your* knowledge is under the influence of alcohol or drugs, or their blood-alcohol level is over the legal limit;
 - 9.11.8.5 while the *vehicle* is in a condition that does not comply with the Road Traffic Ordinances of South Africa, or similar legislation that applies to the country where the *vehicle* is being driven.

9.12 Compensation

How we compensate *you*

- 9.12.1 We compensate *you* in one or more of the following ways:
- pay for the *vehicle's* repair at a repairer that we approve;
 - replace the *vehicle*;
 - pay the amount of the loss, damage or *Liability*. The decision about how we compensate is *ours* alone.

Excess

- 9.12.2 There is an *excess* in the *schedule* for motor. This is the amount that *you* must pay before we compensate *you*.

Limit of compensation

For first owners of new vehicles (vehicle types A, B and C only)

- 9.12.3 We compensate *you* as follows if *you* are the first registered owner of a new *vehicle* and within 12 months of registration, if either of the following happens to the *vehicle*:
- 9.12.3.1 it is stolen or hijacked and not recovered;
 - 9.12.3.2 it is damaged and, in *our* opinion, not economical to repair.
- 9.12.4 For *vehicles* insured with a Reasonable Retail value, the limit of compensation is:
- 9.12.4.1 the current purchase price of a new *vehicle* of the same model (or similar model if the same model is not available) at the time of the loss or damage, less any excess.
- 9.12.5 For *vehicles* insured with an Agreed value, the limit of compensation will be the Agreed value adjusted for deterioration, less any excess amount.

If *you* are not the first registered owner of the *vehicle* or after 12 months after first registration where *you* are the first registered owner

- 9.12.6 We compensate *you* up to the limit of compensation as shown in the *schedule* if *you* are not the first registered owner of the *vehicle* or after 12 months after first registration, if either of the following happens to the *vehicle*:
- 9.12.6.1 it is stolen or hijacked and not recovered;
 - 9.12.6.2 it is damaged and, in *our* opinion, not economical to repair.
- 9.12.7 The limit of compensation is the Reasonable Retail value or Agreed value of the *vehicle* adjusted for deterioration (as relevant) at the time of the loss or damage, less the excess amount.

No cover for sound equipment

- 9.12.8 We do not insure sound equipment under the following types of insurance:
- 9.12.8.1 Third Party, Fire and Theft;
 - 9.12.8.2 Third Party only.
- 9.12.9 We compensate *you* for sound equipment if insured separately as an accessory under this section or under the All Risks section.

Recovery of the excess

- 9.12.10 We are not responsible for recovering *your* excess from the party who was at fault. However, *we may* choose to do so. If *we* recover all or part of *your* excess, *we* will repay all or part of it to *you*.

9.13 Special conditions

You must take care of your vehicle

- 9.13.1 *You* must take all reasonable steps to protect and ensure *your vehicle* is roadworthy at all times, according to relevant legislation.

You must keep your vehicle secure

- 9.13.2 If the *schedule* states that *your vehicle* is fitted with a security system, it is *your* responsibility to prove that the security system was installed. If *you* do not prove this, *you* will not receive compensation for claims arising from theft, attempted theft or hijacking. Examples of security systems are satellite tracking systems, immobilisers and alarms.

- 9.13.3 We only compensate for loss or damage from theft, attempted theft or hijacking if *you* comply with the service agreements and recommendations of the security system's manufacturers and installers.
- 9.13.4 For satellite tracking systems we will only compensate *you* if *you*:
- 9.13.4.1 immediately, and at *your* own expense, notify the authorities and the *vehicle* tracking company of the event;
 - 9.13.4.2 do not interfere (for example, by not paying fees) with the tracking or response company's ability or willingness to track and recover the *vehicle* effectively;
 - 9.13.4.3 do not cancel *your* service agreement.

You must agree to inspections

- 9.13.5 We may ask an inspection agent to inspect *your vehicle* at any time. We may decide not to insure *your vehicle* if *you* do not agree to the inspection. We reserve the right to change the terms, conditions and *exclusions* or cancel the insurance immediately based on the outcome of the inspection.

You must pay costs of returning the *vehicle* to South Africa

- 9.13.6 If loss or damage occurs to the *vehicle* outside South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe, *you* are responsible for all costs *you* incur in bringing the *vehicle* back to South Africa. We do not compensate *you* for these costs.
- 9.13.7 Until the *vehicle* has been brought back to South Africa, we will not consider any claim for loss or damage to the *vehicle*.

You must tell us about any traffic offences

- 9.13.8 *You* must tell *us* immediately in writing if *your* driver's licence, or the driver's licence of anyone *you* allow to drive the *vehicle*, is endorsed, suspended or cancelled. This includes a conviction for or charges brought against *you* or anyone *you* allow to drive the *vehicle* for:
- 9.13.8.1 negligent driving;
 - 9.13.8.2 reckless driving;
 - 9.13.8.3 driving under the influence of alcohol, drugs or driving with a blood-alcohol level that is over the legal limit.

We may pay value for unavailable spare parts

- 9.13.9 If any part needed to repair the *vehicle* is not available in South Africa as a standard part, we compensate *you* for an amount up to the manufacturer's list price at the time of the loss or damage. This amount includes the reasonable cost to transport the part, other than by air, to South Africa.

Only the policyholder can claim under this section

- 9.13.10 Only the policyholder *may* claim under this section of the policy. If the insurance applies to someone other than the policyholder, the policyholder must claim for them. We have no further responsibility under this section once we have compensated *you*.

The policyholder will be compensated first

- 9.13.11 If more than one person has a right to insurance under this section, the limit of compensation applies to the total compensation we give. The policyholder receives compensation before any other people insured under this section.

10. Watercraft Insurance

10.1 Definitions in this section

<i>You</i>	means the policyholder and anyone <i>we</i> insure under this section.
<i>Watercraft</i>	means boat used on water for pleasure and private purposes with a maximum design speed of 100 km per hour. It includes, for example, jet skis, rubber dinghies, yachts and rowing <i>watercrafts</i> ; for certain <i>watercrafts</i> , <i>you</i> must specify the hull, the motor, the accessories and special equipment in the <i>schedule</i> ; other <i>watercrafts</i> , such as jet skis for example, are insured as a whole unit. In these cases the <i>watercraft</i> includes the hull, superstructure, fittings, machinery, engines, motors, accessory <i>watercraft</i> , gear and any equipment that would usually be sold with the <i>watercraft</i> .

This section of insurance does not include trailers.

10.2 Who we insure

10.2.1 Under this section of insurance, the following people are insured:

- the policyholder;
- the policyholder's *spouse*.

10.3 What we insure

Loss or damage to the *watercraft*

10.3.1 *We* compensate *you* for loss of or damage to the *watercraft* up to the limit shown in the *schedule*.

Sighting expenses

10.3.2 *We* compensate *you* for the cost of sighting (checking for damage) the underwater section of the hull after grounding. The costs must be reasonable, and must be for the purpose of sighting.

10.3.3 *We* compensate *you* even if there is no damage to the hull.

10.3.4 *We* compensate *you* up to the limit shown in the *schedule*.

Avoiding or minimising loss

10.3.5 *We* compensate *you* for all reasonable emergency costs that *you* spend in order to avoid or minimise loss or damage that would be covered by this policy. This includes the cost of salvaging the *watercraft*.

10.3.6 *We* compensate *you* up to the limit shown in the *schedule*.

If other people use the *watercraft*

10.3.7 *We* compensate *you* if someone else uses the *watercraft* with *your* permission, and there is loss or damage to the *watercraft*. The other person must comply with the terms, conditions and *exclusions* of this policy. It is *your* responsibility to ensure that any person piloting or using *your watercraft* is aware of the terms, conditions and *exclusions* of this policy.

10.3.8 *We* do not compensate *you* if the other person is the operator or employee of a shipyard, repair yard, slipway, yacht club, marina, *watercraft* sales service or similar operation.

Medical expenses

- 10.3.9 We compensate *you* for any medical expenses that *you* spend because of an injury to a person on the *watercraft* arising out of an accident.
- 10.3.10 We compensate *you* up to the limit shown in the *schedule* for any one accident.
- 10.3.11 We do not compensate *you* if the injured person is covered by any other insurance including medical aid.

Fire extinguishing expenses

- 10.3.12 We compensate *you* for any fire fighting or extinguishing expenses that *you* are liable for if the *watercraft* was in danger from the fire.
- 10.3.13 We compensate *you* up to the limit shown in the *schedule*.

10.4 What we do not insure

General loss and damage

- 10.4.1 We do not compensate *you* for loss or damage caused while:
 - 10.4.1.1 the *watercraft* is being used for something other than pleasure and private use, unless we have agreed in writing;
 - 10.4.1.2 the *watercraft* is being hired out or chartered, unless we have agreed in writing;
 - 10.4.1.3 the *watercraft* is being towed on water except:
 - 10.4.1.3a towing when stranded; or
 - 10.4.1.3b customary towage in connection with laying up, fitting out and repairs;
 - 10.4.1.4 the *watercraft* is being used to tow or salvage another *watercraft*, unless it is in distress;
 - 10.4.1.5 the *watercraft* is being used to tow or salvage any other *watercraft* under a contract arranged before the start of the towing or salvaging;
 - 10.4.1.6 participating in racing, speed tests or related trials, other than yacht racing;
 - 10.4.1.7 an unattended *watercraft* is left moored or anchored off an exposed beach or shore, and the *watercraft* then becomes stranded, sunk, swamped or breaks adrift;
 - 10.4.1.8 power jumping and extreme beach landing.
- 10.4.2 We do not compensate *you* for loss or damage caused by:
 - 10.4.2.1 wear and tear and depreciation in value over time;
 - 10.4.2.2 gradual operating causes such as deterioration, rust, mildew, corrosion, decay;
 - 10.4.2.3 moths or other insects or their larvae, vermin, rodents or your own domestic pets;
 - 10.4.2.4 cleaning, repairing, restoring or maintenance by any manner or method;
 - 10.4.2.5 any part of the *watercraft* which is condemned only because of a fault in the design or construction;
 - 10.4.2.6 a defect from negligence or breach of contract relating to any repair or alteration.

Loss or damage because of mechanical or electrical breakdown

10.4.3 We do not compensate *you* for loss due to mechanical or electrical breakdown of machinery, engines, motors, batteries and their connection. However, we will compensate *you* if the mechanical or electrical breakdown is caused by an external event that is not excluded by the policy. We do, however, compensate *you* for loss caused by breakdown of the shaft and the propeller.

Damage to sails

10.4.4 We do not compensate *you* for damage to sails or protective coverings that are split by the wind or blown away while set.

10.4.5 We do, however, compensate *you*:

10.4.5.1 if the damage to the sails or protective coverings happens because of damage to the spars which the sails are attached to;

10.4.5.2 if the damage to the sails or protective coverings happens because the *watercraft* is stranded, sunk, burnt, in a collision or in contact with any external substance, including ice, but excluding water.

Loss or damage during transport (including loading and unloading)

10.4.6 We do not compensate *you* for the following loss during transport of the *watercraft* on land:

10.4.6.1 scratches;

10.4.6.2 dents;

10.4.6.3 any costs that *you* become liable for to another person;

10.4.6.4 while the *watercraft* is transported by a person without a valid driving licence, unless the person is charged with theft or illegal use of the vehicle towing the *watercraft*;

10.4.6.5 while the *watercraft* is transported by a person who is under the influence of alcohol or drugs, or who has a blood-alcohol level above the legal limit.

Loss to contents of the *watercraft*

10.4.7 We do not compensate *you* for loss of or damage to *your* personal effects, to food and other consumables that *you* keep on the *watercraft*, to fishing gear or to moorings.

Loss if the *watercraft* is used as a residence

10.4.8 We do not compensate *you* if the *watercraft* is used as a houseboat or as *your* permanent home.

10.5 Compensation

How we compensate *you*

10.5.1 We can choose one or more of the following ways to compensate *you*:

- pay for the repair at a repairer that we approve;
- replace the relevant *watercraft* or parts;
- pay the amount of the loss, damage or *Liability*.

Limit of compensation

- 10.5.2 We only compensate *you* up to the limit shown in the *schedule* for the item and loss insured. *You* must ensure that the limit includes any amounts *you* owe to a registered credit provider that financed the purchase of the *watercraft*.
- 10.5.3 Please check *your schedule* to see which *Liability* limits apply.

If we repair or replace

- 10.5.4 If we repair or replace, we will have the *watercraft* or damage repaired or replaced as close as possible to the original condition.
- 10.5.5 We do not promise that we will achieve an exact restoration.
- 10.5.6 For a glass-reinforced plastic hull, we will not match a glitter finish

If we pay the value

- 10.5.7 The most we pay is:
- 10.5.7.1 if the *watercraft* is less than 4 years old, the current purchase price of the same or a similar model up to the limit shown in the *schedule* less the excess shown in the *schedule*;
 - 10.5.7.2 if the *watercraft* is more than 4 years old, the current market value of that *watercraft* up to the limit shown in the *schedule* less the excess shown in the *schedule*.
- 10.5.8 If *you* still owe money on the *watercraft*:
- 10.5.8.1 if *you* bought the *watercraft* on instalment sale or lease, we first pay *your* outstanding debt. We compensate the registered credit provider that financed the purchase of the *watercraft*. The credit agreement must fall under the National Credit Act (Act 34 of 2005);
 - 10.5.8.2 if *you* owe less than the total amount that we compensate *you* in terms of this section, we first pay the credit provider, and then compensate *you* for the difference;
 - 10.5.8.3 we do not cover the amount that *you* owe if *you* have in any way refinanced the sale or lease;
 - 10.5.8.4 if the value of *your* loss is less than the amount that *you* still owe on the *watercraft*, we pay the amount that *you* still owe, up to the limit shown in the *schedule*;
 - 10.5.8.5 from the amount that *you* still owe, we take off:
 - 10.5.8.5a any instalments that are late, and any interest on late payments;
 - 10.5.8.5b any refunds of premiums for cancelled insurance for *your watercraft*;
 - 10.5.8.5c the excess;
 - 10.5.8.5d any increase in instalments that occur because *you* are unable to realise *your* residual capital value after the loss.
 - 10.5.8.6 we do not, in total, compensate *you* more than the limit that *you* are insured for, less the excess;
 - 10.5.8.7 we do not cover the amount that *you* owe if one of the instalments in *your* agreement, other than the final residual payment, was more than 10% different from any other instalment.

Excess

- 10.5.9 There is an excess in the *schedule* for *watercraft*. This is the amount that *you* must pay before we compensate *you*. This excess does not apply to claims for *Liability*.

Watercraft Liability

What we insure

- 10.5.10 We compensate *you* if *you* are *held liable* for another person's death, bodily injury, loss or damage to property belonging to other people caused by the *watercraft* during the *period of insurance*.
- 10.5.11 We will also compensate:
- 10.5.11.1 any other person who is piloting or using the *watercraft* with *your* permission if they are *held liable* for another person's death, bodily injury, loss or damage to property belonging to other people caused by the *watercraft* during the *period of insurance* if:
 - 10.5.11.1a such person does not have a right to compensation under any other insurance;
 - 10.5.11.1b such person has never been refused *Liability* insurance;
 - 10.5.11.1c such person complies with the terms, conditions and *exclusions* of this policy. It is *your* responsibility to ensure that any person using *your watercraft* is aware of the terms, conditions and *exclusions* of this policy.
 - 10.5.11.2 any water skier being towed or preparing to be towed by the insured *watercraft* if they are *held liable* for another person's death, bodily injury, loss or damage to property belonging to other people during the *period of insurance*.
 - 10.5.11.3 if *you* are *held liable* to pay for removing or trying to remove or destroy the wreck of *your watercraft*, or as a result of not removing or destroying the wreck of *your watercraft*.

Compensation

- 10.5.12 The compensation includes the following:
- the amounts *you* are liable for;
 - legal costs of the other person that *you* are liable for;
 - costs that *you* incur with *our* permission to settle or defend the claim against *you*;
 - costs relating to official enquiries and coroner's inquest. *You* must get *our* permission before *you* incur these costs.

Limit of compensation

- 10.5.13 The compensation is limited to the limit shown in the *schedule* at the time of the event. This amount applies to any single event or for a series of incidents that are the result of one event.

What we do not insure

Liability related to certain people

- 10.5.14 We do not compensate for *Liability* related to:
- 10.5.14.1 the death of or bodily injury to *you*, the water skier or the person who has *your* permission to pilot or use the *watercraft*;
 - 10.5.14.2 loss of or damage to property belonging to *you*, the water skier or the person who has *your* permission to pilot or use the *watercraft*;
 - 10.5.14.3 the death of or bodily injury to a person that *you* or anyone else connected with the *watercraft* employs and is acting in the course of their employment with *you* at the time of the event;

- 10.5.14.4 the death of or bodily injury to a person that a water skier or a permitted person piloting or using the *watercraft* employs and is acting in the course of their employment at the time of the event;
- 10.5.14.5 the death of or bodily injury to a person that is employed by a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation and is acting in the course of their employment at the time of the event;
- 10.5.14.6 the death of or bodily injury to fare-paying passengers, and loss of or damage to their property.

Liability related to airborne sport

- 10.5.15 We do not compensate for *Liability* related to kiting or any other airborne sport. This includes *Liability* that arises while the person is preparing to be towed by or while the person is towed by the *watercraft*. It does not include *Liability* that arises once the person is back on the *watercraft* and is no longer taking part in the sport.

Claims related to the transporting of the *watercraft*

- 10.5.16 We do not compensate for *Liability* related to the *watercraft* being transported by *vehicle*, rail, ship or aircraft.

Loss because the *watercraft* is stranded, swamped, sunk or adrift

- 10.5.17 We do not compensate *you* for loss, damage, salvage services or *Liability* that arises because the *watercraft* is stranded, swamped, sunk or breaks adrift after being moored or anchored and left unattended, off an exposed beach or shore.

Countries where *you* are insured

- 10.5.18 We do not compensate *you* for loss, damage, or *Liability* that arises outside the borders of South Africa, Botswana, Lesotho, Mozambique, Namibia, Swaziland, Malawi and Zimbabwe unless it is within 12 nautical miles of the coast of South Africa, Namibia and Mozambique.

Use against any regulations

- 10.5.19 We do not compensate *you* if the *watercraft* is used in any way by any person contrary to any regulations from a competent authority.
- 10.5.20 This includes:
 - 10.5.20.1 while the *watercraft* is piloted by any person who is not competent to pilot such a *watercraft*, unless the person is under the immediate supervision of a person who is competent;
 - 10.5.20.2 while the *watercraft* is piloted by any person who is under the influence of alcohol or drugs; or when that person's blood-alcohol level is over the legal limit. This does not apply if the boat is used without *your* permission.

10.6 Special conditions

If the *watercraft* is damaged outside South Africa

- 10.6.1 If loss or damage occurs to the *watercraft* outside South Africa but within the countries that *you* are insured, *you* are responsible for all costs *you* incur in bringing the *watercraft* back to South Africa. We do not compensate *you* for these costs.
- 10.6.2 Until the *watercraft* has been brought back to South Africa, we will not consider any claim for loss or damage to the *watercraft*.
- 10.6.3 If the *watercraft* is lost or totally destroyed, *you* must immediately report it to the nearest police station to the area of the loss, and to *us*.

Outboard motors

- 10.6.4 We do not give compensation for loss of or damage to outboard motors:
- 10.6.4.1 unless securely bolted to the *watercraft*;
 - 10.6.4.2 in respect of theft, unless the outboard motor is securely locked onto the *watercraft* by means of an antitheft device.

Damage to rubber and similar crafts

- 10.6.5 For damage to the fabric of rubber, inflatable or semi-rigid crafts, or similar crafts, we only compensate *you* for the cost of patching or repairing the damage.

Theft or attempted theft

- 10.6.6 We only compensate *you* for damage caused by theft or attempted theft of machinery, outboard motors, gear or equipment if:
- 10.6.6.1 it is stolen with the *watercraft*;
 - 10.6.6.2 there are visible signs of forcible entry into or exit from the *watercraft* or place of storage.

Loss caused by fire or explosion

- 10.6.7 For *watercraft* with inboard machinery, we only compensate *you* for damage caused by a fire or explosion if both of these conditions are met:
- 10.6.7.1 there is a fire extinguishing system in the engine room or engine space, and in the tank space, and in the galley. The fire extinguishing system must either be automatic or have controls at the steering position;
 - 10.6.7.2 the fire extinguishing system must be correctly installed and kept in good working order.

Loss or damage during yacht racing

- 10.6.8 If the loss or damage is from the yacht being stranded, sunk, burnt, in a collision or in contact with anything other than water (including ice) while the yacht is racing we pay the full cost up to the limit in the *schedule*.

Care of the *watercraft*

- 10.6.9 *You* must take reasonable steps to protect the *watercraft* from damage and keep it seaworthy and in a good state of repair.

SAMSA Regulations

- 10.6.10 The policy or any subsequent renewal will be avoided from the *start date* if the *watercraft* and its use do not comply with regulations:
- 10.6.10.1 the *watercraft* does not follow the design and construction requirements set out in the Merchant Shipping Regulations, 2007;
 - 10.6.10.2 if the person piloting the *watercraft* does not have a valid Certificate of Competence as set out in the Merchant Shipping Regulations, 2007, or if that person was not supervised by a person with a valid Certificate of Competence as set out in the Merchant Shipping Regulations, 2007;
 - 10.6.10.3 if the *watercraft* does not have a valid Certificate of Fitness or Local General Safety Certificate set out in the Merchant Shipping Regulations, 2007.

10.6.11 These SAMSA requirements do not apply if the *watercraft* is one of the following:

10.6.11.1 a sailing *watercraft* less than 9 metres long;

10.6.11.2 a power driven *watercraft* under 15 horse-power;

10.6.11.3 a *watercraft* propelled by human power alone.

If the *watercraft* is laid up

10.6.12 We do not return *your* premiums for periods when the *watercraft* is laid up. Laid up means that the *watercraft* is out of use and is out of the water.

If the *watercraft* is over 10 years old

10.6.13 Once the *watercraft* is over 10 years old, it must be surveyed by an independent professional surveyor. The survey must be done while the *watercraft* is out of the water.

10.6.14 We do not pay for the survey. We *may* request new survey reports at any point after this, at *your* cost.

10.6.15 Based on the outcome of this survey, we *may* immediately:

- change the terms, conditions and *exclusions* of *your* insurance; or
- cancel *your* insurance.

10.6.16 If *you* do not have this survey done, we are entitled not to compensate *you*.

11. Personal Computers

11.1 Definitions in this section

<i>You</i>	means the policyholder and anyone <i>we</i> insure under this section.
<i>Your Computer</i>	means any <i>computer</i> and accessories that belong to <i>you</i> . It includes the keyboard, monitor, printer, and any other accessories, including software, described in the <i>schedule</i> .

11.2 Who we insure

11.2.1 We only insure the following people if named in the *schedule*:

- the policyholder;
- members of the policyholder's family who live with them.

11.3 What we insure

Physical loss or damage

11.3.1 We compensate *you* for physical loss of or damage to *your computer*.

Loss of data and programs

11.3.2 We compensate *you* for the reasonable cost of recompiling data or programs that are lost because they have been accidentally erased.

11.3.3 We compensate *you* up to the limit shown in the *schedule* for any single loss or series of losses that are the result of one event.

11.4 What we do not insure

Erasing data

11.4.1 For loss of data or programs, we do not compensate *you* for accidentally erasing data caused by:

- 11.4.1.1 program errors;
- 11.4.1.2 viruses, trojans, worms or other destructive media or computer programs;
- 11.4.1.3 incorrect data entries;
- 11.4.1.4 corrupted data.

Physical loss or damage

11.4.2 For physical loss or damage, we do not compensate *you* for:

- 11.4.2.1 loss or damage that is insured under any maintenance or lease agreement or arrangement;
- 11.4.2.2 loss or damage that is insured under any guarantee, service contract, or purchase agreement;
- 11.4.2.3 loss or damage that happens because of:
 - 11.4.2.3a wear and tear, rust, mildew, corrosion, or decay;
 - 11.4.2.3b moths or other insects or their larvae, vermin, rodents or your own domestic pets;
 - 11.4.2.3c gradual deterioration or repairing or any gradual operating cause;

- 11.4.2.3d electronic or electrical breakdown or failure unless accompanied by physical loss or damage;
- 11.4.2.3e cleaning, or upgrading *your computer*;
- 11.4.2.3f development of poor electrical and electronic contacts;
- 11.4.2.3g scratches to the painted or polished surfaces;
- 11.4.2.3h viruses, trojans, worms or other destructive media or computer programs;
- 11.4.2.4 *your computer* working in an irregular or unusual way, unless it is caused by physical damage that is insured;
- 11.4.2.5 parts of *your computer* that have a short life span. Some examples of this are cathode ray tubes, bulbs, fuses and sacrificial buffer circuits. If these parts are affected when *your computer* is damaged, we compensate *you* for the remaining lifespan of the parts at the time of the damage;
- 11.4.2.6 *your computer* being stolen from an unattended motor *vehicle*. We compensate *you* if *your computer* was in a locked boot, or hidden in a compartment in a locked *vehicle* and there are visible signs of forced entry to the *vehicle*.

11.5 Compensation

How we compensate you

If *your computer* can be repaired

- 11.5.1 If *your computer* is physically damaged and can be repaired, we compensate *you* for the lower amount of:
 - 11.5.1.1 the cost of repair less the excess;
 - 11.5.1.2 the amount that *you* are insured for less the excess.

If *your computer* cannot be repaired

- 11.5.2 If *your computer* is lost or physically damaged and cannot be repaired, we compensate *you* for the lesser of:
 - 11.5.2.1 the cost of replacing *your computer* with a computer of the closest possible performance and capacity, less the excess;
 - 11.5.2.2 the amount that *your computer* is insured for, less the excess.

Limit of compensation

- 11.5.3 We compensate *you* up to the limit shown in the *schedule*.

Excess

- 11.5.4 There is an excess in the *schedule* for this section. This is the amount that *you* must pay before we start compensating *you*.

12. Legal Costs

12.1 Definitions in this section

<i>You</i>	means the policyholder and anyone <i>we</i> insure under this section.
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<i>Legal costs</i>	means costs that <i>you</i> are legally responsible to pay.
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12.2 Who we insure

12.2.1 We only insure the following people if named in the *schedule*:

- the policyholder;
- members of the policyholder's family who live with them.

12.3 What we insure

12.3.1 We compensate *you* for *legal costs* that we have approved in writing, relating to:

- 12.3.1.1 a civil court case by *you*;
- 12.3.1.2 a civil court case against *you*;
- 12.3.1.3 defending criminal charges against *you*.

12.4 What we do not insure

12.4.1 We do not compensate *you* for:

- 12.4.1.1 any legal action where *you* do not have reasonable prospects of success;
- 12.4.1.2 any legal action that is caused in any way by:
 - 12.4.1.2a *your* job, business, profession or any other activity that *you* are paid for;
 - 12.4.1.2b owning or using a vehicle, watercraft of any type, or aircraft;
 - 12.4.1.2c anything *you* have done that is dishonest, violent or indecent;
 - 12.4.1.2d subsidence, which is the gradual sinking of land;
 - 12.4.1.2e divorce, maintenance, custody, guardianship, curatorship or any similar proceedings;
 - 12.4.1.2f any proceedings related to intellectual property, such as copyright, trademarks, tradenames, patents and other similar issues;
 - 12.4.1.2g defamation (false statements to third parties about *you* that harm *your* reputation) or injuria, for example, an insult;

12.4.2 costs arising from legal actions, arbitration, inquests and statutory enquiries:

- 12.4.2.1 between people insured under this section;
- 12.4.2.2 brought outside South Africa;
- 12.4.2.3 between *you* and *us*.

12.5 Compensation

12.5.1 *Legal costs* that *you* are liable for under 'What we insure'.

Limit of compensation

12.5.2 We compensate *you* up to the limit shown in the *schedule*.

Excess

12.5.3 There is an *excess* in the *schedule* for *legal costs*. This is the amount that *you* must pay before we start compensating *you*.

13. Extended Personal Liability

13.1 Definitions in this section

<i>You</i>	means the policyholder and anyone <i>we</i> insure under this section.
<i>Underlying insurance</i>	means an active insurance policy <i>you</i> have with an insurer in or outside South Africa that insures <i>you</i> for: <ul style="list-style-type: none">• Personal <i>Liability</i>;• Houseowner's <i>Liability</i>;• Householder's <i>Liability</i>;• Motor <i>Liability</i>;• Watercraft <i>Liability</i>, with any insurer outside South Africa providing cover for Motor or Watercraft <i>Liability</i> .

13.2 Who we insure

13.2.1 We only insure the following people if named in the *schedule*:

- the policyholder;
- members of the policyholder's family who live with them.

13.3 What we insure

***Liability* claims which result from events anywhere in the world**

13.3.1 This insurance applies when *you* are *held liable* for any amount as a result of an event which occurred during the *period of insurance* anywhere in the world.

13.3.2 The insurance only applies if *you* have an active *underlying insurance* policy that insures the type of *Liability* that *you* are *held liable* for and:

- 13.3.2.1 *your* underlying insurer does not cover the *Liability* for any reason except if *you* fail to comply with a condition of the *underlying insurance* policy;
- 13.3.2.2 the compensation that *you* are liable for is more than the limit of compensation covered by *your underlying insurance*, and the underlying insurer has paid or agreed to pay the full amount of that limit;
- 13.3.2.3 *your underlying insurance* policy is active and *you* are not in breach of the conditions of the *underlying insurance* policy.

13.4 Compensation

13.4.1 The compensation includes the following:

- the amounts *you* are liable for;
- legal costs of the other person that *you* are liable for;
- costs that *you* incur to settle or defend the claim against *you* with *our* permission.

13.4.2 We will only pay compensation above the following amounts:

- R5 000 000 for the Personal Liability section;
- R1 000 000 for the Vehicle Liability section;
- R1 000 000 for the Watercraft Liability section.

Limit of compensation

13.4.3 The compensation is limited to the amount shown in the *schedule* at the time of the Insured event. This amount applies to any single event or for a series of incidents that are the result of one event in any 12-month *period of insurance*.

Excess

13.4.4 There is an *excess* in the *schedule* for this section. This is the amount *you* must pay before *we* start compensating *you*.

Liability for pollution or contamination

13.4.5 This insurance also applies when *you* are *held liable* for pollution or contamination which occurred during the *period of insurance*. The pollution or contamination must have been caused by a sudden, unforeseen, unintended and unexpected event.

Compensation

13.4.6 The compensation for *Liability* for pollution or contamination includes the following:

- the amounts *you* are liable for;
- legal costs of the other person that *you* are liable for;
- costs that *you* incur to settle or defend the claim against *you* with *our* permission.

Limit of compensation

13.4.7 The compensation is limited to the amount shown in the *schedule* at the time of the Insured event. This amount applies to any single event or for a series of incidents that are the result of one event in any 12-month *period of insurance*.

13.5 What we do not insure

Judgements or settlements under US or Canadian law

13.5.1 We do not compensate for:

- 13.5.1.1 any award or settlement made in countries that follow the laws of the USA or Canada;
- 13.5.1.2 any order made to enforce an award or settlement made in the USA or Canada.

Liability related to your work, business and property

13.5.2 We do not compensate for *Liability* related to:

- 13.5.2.1 *your* employment, business or profession. This includes if *you* sell anything or provide services for any form of payment;
- 13.5.2.2 hiring out any property, whether movable or immovable for money or any other benefit, unless the immovable property is used as a Private Home or outbuilding and is covered by *your underlying insurance*;
- 13.5.2.3 *you* buying, selling or swapping any movable or immovable property, or any *Liability* that results because *you* failed to fulfil *your* obligations relating to such a sale or exchange.

Liability resulting from reckless or deliberate acts by you

13.5.3 We do not compensate for:

- 13.5.3.1 *Liability* claims that arise because *you* recklessly ignored the consequences of what *you* were doing or failing to do;
- 13.5.3.2 *Liability* claims that result from *your* own dishonest or fraudulent or malicious act;
- 13.5.3.3 *Liability* claims that result from a physical assault or seduction *you* commit.

Liability between people insured under the same policy

13.5.4 We do not compensate for *Liability* between people insured under this policy at the time of the event that gave rise to the *Liability*.

If you have other insurance

13.5.5 We do not compensate for *Liability* that results from loss of or damage to property to the extent that it is covered by any other insurance policy.

Liability related to vehicles, aircraft or watercraft

13.5.6 We do not compensate for:

- 13.5.6.1 any *Liability* that results from the ownership or use of any aircraft. We compensate *you* for *Liability* that results from the use or ownership of model aircrafts and hang gliders;
- 13.5.6.2 any *Liability* that relates to a law that controls the use of vehicles if:
 - by law *you* must insure against the *Liability*; or
 - the state or any government body or authority accepts *Liability* for the claim;
- 13.5.6.3 any *Liability* for the loss of or damage to a vehicle, watercraft or aircraft that *you* own or that *you* look after or control;
- 13.5.6.4 any *Liability* that relates to Motor *Liability* unless:
 - it is covered by *your underlying insurance*; or
 - the only reason it is not covered by *your underlying insurance* is because it falls outside the countries where the *underlying insurance* applies;
- 13.5.6.5 any *Liability* that results from the use or ownership of quad bikes, all-terrain vehicles and golf cars;
- 13.5.6.6 any Watercraft *Liability* if the maximum design speed of the watercraft is more than 100 kilometres per hour. If the design speed is less, we only compensate for Watercraft *Liability* if:
 - it is covered by *your underlying insurance*, or
 - the only reason it is not covered by *your underlying insurance* is because it falls outside the countries where the *underlying insurance* applies.

Fines and penalties

13.5.7 We do not compensate for any punitive damages, fines or penalties that *you* are held liable for, unless *you* would have been liable if there were no clauses or warranties.

Debts

13.5.8 We do not compensate for any *Liability* related to:

13.5.8.1 any debt;

13.5.8.2 *you* failing to pay maintenance;

13.5.8.3 a breach of promise action.

HIV and AIDS

13.5.9 We do not compensate for any *Liability* related to:

13.5.9.1 a medical condition caused by or related to Human Immunodeficiency Virus (HIV) or any variations of HIV;

13.5.9.2 a medical condition caused by or related to Acquired Immunodeficiency Syndrome (AIDS) or any similar condition.

14. Bereavement Expenses

14.1 Definitions in this section

<i>You</i>	means the policyholder and other people named in the <i>schedule</i> .
<i>Accident</i>	means an event that is external to the body that <i>you</i> could not avoid, that <i>you</i> did not intend and that <i>you</i> could not have expected or foreseen.
<i>Natural causes</i>	means death from causes other than <i>accidents</i> .

14.2 Who we insure

14.2.1 We only give compensation for Bereavement Expenses for the following people, if they are named in the *schedule*:

- the policyholder;
- the policyholder's *spouse*;
- the parents of both the policyholder and the policyholder's *spouse*;
- the policyholder and policyholder's *spouse*'s unmarried children. The children must be either of the following:
 - under 22 years old;
 - under 25 years old if they are full-time students attending an accredited place of education and are dependent on the policyholder or the policyholder's *spouse* for support;
- the policyholder and the policyholder's *spouse*'s full-time domestic staff.

14.3 What we insure

We compensate for Bereavement expenses

14.3.1 If *you* die by *natural causes* or from an *accident*, we compensate *you*, *your* estate or *your beneficiary* for the Bereavement expenses as shown in the *schedule*.

Repatriation costs

14.3.2 Repatriation means to bring *your* body back to South Africa if *you* die while *you* are outside South Africa. We compensate *you*, *your beneficiary* or *your* estate with the reasonable costs up to the limit shown in the *schedule* to return *your* body to South Africa.

14.4 What we do not insure

Death from suicide

14.4.1 We do not compensate for suicide that takes place within 2 years of the date that the person was first added to this section.

Death from pre-existing medical condition

14.4.2 We do not compensate for death from a pre-existing medical condition if the death is within 6 months of the date the person was first added to this section.

14.5 Compensation

Limit of compensation

14.5.1 We give compensation for the limit shown in *your schedule*.

14.6 Claiming

14.6.1 If necessary, report the death to the police and get a case number.

14.6.2 Contact *us* immediately after the death so that *we* can inform *you*, the *beneficiary* or the executor of *your* estate of the information *we* need and of the claim process. Examples of information *we* might require are:

14.6.2.1 written details of the claim;

14.6.2.2 a death certificate;

14.6.2.3 proof, statements, and any other information or documents *we* need.

14.6.3 **Within 3 months of the death**, *you* must provide *us* with all the information *we* asked for. If *you* do not provide *us* with all the information *we* ask for within 3 months of the claim, *we may* not accept the claim.

15. Hospital Cash Plan

15.1 Definitions in this section

<i>You</i>	means the policyholder and other people <i>we</i> insure under this section.
<i>Medical practitioner</i>	means a qualified and registered <i>Medical Practitioner</i> . Under this section, a <i>Medical Practitioner</i> cannot be <i>you</i> or a member of <i>your</i> immediate family.
<i>Accident</i>	means an event that is external to the body that <i>you</i> could not avoid, that <i>you</i> did not intend and that <i>you</i> could not have expected or foreseen.
<i>Start date</i>	means the latest of the following dates: <ul style="list-style-type: none">• the date on which insurance starts, as given in the <i>schedule</i>;• the date that any change in the limit of compensation became effective;• the date that any person was added to this section.

15.2 Who we insure

- 15.2.1 Under this section, *we* only insure the policyholder, their *spouse*, their children, the policyholder's parents and the policyholder's *spouse's* parents. Children include all the policyholder's unmarried children. *We* only compensate people who are all of the following:
- named in the *schedule*;
 - normally living with the policyholder;
 - for a child, older than 6 months and younger than 18 years old;
 - younger than 80 years old;
 - permanently resident in South Africa. However, this insurance will apply if *you* leave South Africa for periods of less than three months at a time.
- 15.2.2 Each person *may* only be insured by one Hospital Cash Plan that *we* issue.

15.3 What we insure

Compensation for each day *you* are in hospital

- 15.3.1 If *you* are hospitalised, *we* compensate *you* for each day *you* are in hospital. The period of admission includes the day of admission but excludes the day of discharge.
- 15.3.2 To qualify for the benefit, *you* must be admitted to a hospital for at least 24 hours as a registered in-patient on the recommendation of a *medical practitioner*.

The hospital must meet these conditions

- 15.3.3 *We* compensate *you* only if the hospital meets all the following conditions:
- 15.3.3.1 it maintains permanent and full-time facilities for the care of overnight resident patients;
- 15.3.3.2 it has diagnostic and therapeutic facilities for major surgical and medical diagnosis and the treatment and care of injured and sick people;
- 15.3.3.3 *medical practitioners* conduct or supervise the diagnosis, treatment and care;
- 15.3.3.4 it provides a 24-hours-a-day nursing service supervised by nurses who are state-registered or hold equivalent qualifications.

- 15.3.4 The following are not considered as hospitals under this section: mental institutions; places of rest; places for the aged; places for drug addicts or alcoholics; nursing or recovery homes; long-term nursing units; geriatric wards; hospices; homes for disabled; pre-recovery wards or extended care facilities for recovery; or rehabilitation facilities.

If you are admitted more than once

- 15.3.5 If *you* are admitted to hospital more than once in 12 months, and each admission is from the same cause, *we* consider the separate admissions as one admission.
- 15.3.6 If *you* are admitted to hospital more than once in 12 months, and each admission is from a different cause, *we* consider the separate admissions as separate.

15.4 What we do not insure

- 15.4.1 We do not compensate *you* under this section for treatment of illness, injury or physical defect caused by any of the following:
- 15.4.1.1 treatment for the effects of alcohol;
 - 15.4.1.2 driving with more than the legally permitted level of alcohol in the blood;
 - 15.4.1.3 if the injury was the direct result of being under the influence of alcohol;
 - 15.4.1.4 intentional, self-inflicted injury;
 - 15.4.1.5 suicide or attempted suicide;
 - 15.4.1.6 pregnancy or childbirth;
 - 15.4.1.7 mental disease or mental disorder, unless it is properly managed by a qualified doctor;
 - 15.4.1.8 diabetes, unless it is being properly managed by a qualified doctor;
 - 15.4.1.9 taking a drug, unless it is taken on proper medical advice and not for treating drug addiction;
 - 15.4.1.10 any illness or injury that is related to, or as a result of, HIV or AIDS. If *we* believe that *your* illness or injury is related to, or as a result of, HIV or AIDS, *you* will have to prove otherwise before *we* accept *your* claim;
 - 15.4.1.11 conditions that *you* are born with or childhood diseases contracted by a child insured under this section;
 - 15.4.1.12 flying other than as a passenger in a legally licensed passenger carrying aircraft;
 - 15.4.1.13 cosmetic or plastic surgery, except as a result of *accident* or disease.
- 15.4.2 We only compensate *you* for the amount that *you* were insured for under this policy at the date of the *accident* or disease.

15.5 Compensation

Limit of compensation

- 15.5.1 We compensate *you* the limit shown in the *schedule* for this section for each day *you* are in hospital. The maximum period *we* give compensation for any one cause is 365 days. The 365 days do not have to be consecutive.
- 15.5.2 This policy must be valid at the time the benefit is claimed for.

Accident benefit: 50% more

- 15.5.3 If *you* are admitted into hospital because of an *accident*, *we* increase the limit of compensation by 50%.

Outside of South Africa: Double benefit

- 15.5.4 If *you* are outside South Africa for 3 months or less and during that time *you* are admitted to hospital, we double the amount of compensation.

Compensation to estate or *beneficiary* in event of *your* death

- 15.5.5 In the event of *your* death, we give the compensation to *your* estate or *your beneficiary*. *Your beneficiary* must be named in the *schedule*.

Waiting periods before *you* can claim

30 days for claims other than *accidents*

- 15.5.6 *You* can only claim for hospital stays that start after the first 30 days after the *start date* of this section.
- 15.5.7 If the cause of the hospital admission is an *accident*, *you may* claim any time after the *start date* of this section.

Hysterectomies have a 12-month waiting period

- 15.5.8 *You may* only claim for hospital admissions related to hysterectomies if *you* have the hysterectomy more than 12 months after the start of the relevant person's insurance under this section.

Existing medical conditions have a 12-month waiting period

- 15.5.9 An existing medical condition is a condition for which a *medical practitioner* gave any treatment or advice, including consultations to monitor the condition. The treatment or advice must be during the 12 months before the relevant person's insurance starts under this section.
- 15.5.10 *You may* only claim for hospital admissions related to existing medical conditions if one of the following is met:
- 15.5.10.1 *you* are admitted to hospital more than 12 months after your insurance starts under this section;
 - 15.5.10.2 periods of hospitalisation are more than 12 months apart.

15.6 Claiming

- 15.6.1 *You* must:
- 15.6.1.1 give *us* any medical certificates and other evidence that we ask for. *You* are responsible for the cost of getting these documents; and
 - 15.6.1.2 have any medical examinations we ask *you* to have. We will pay for these medical examinations;
 - 15.6.1.3 if at any time after we have settled a claim, we discover that the claim was fraudulent, *you* must refund any amounts we paid to settle the claim.

16. Mechanical and Electrical Breakdown

16.1 Definitions in this section

<i>You</i>	means the policyholder and other people we insure under this section.
<i>Insured items</i>	means any household appliances described in the <i>schedule</i> . Some examples are: <ul style="list-style-type: none">• televisions, DVD players, hi-fis, home theatre systems;• fridges, stoves, ovens, microwaves;• washing machines, tumble dryers, dishwashers.
<i>Home</i>	means the main buildings and outbuildings situated at the address shown in the <i>schedule</i> .

16.2 Who we insure

16.2.1 Under this section, we insure:

- the policyholder;
- members of the policyholder's family who live with them.

16.3 What we insure

16.3.1 We compensate *you* for sudden mechanical and electrical damage to the *insured item* that *you* could not have foreseen.

16.3.2 We compensate *you* if, at the time of the damage, the *insured item* was in the *Home*.

16.4 What we do not insure

Loss or damage that we do not insure

Theft

16.4.1 We do not compensate *you* for damage caused by theft, or attempted theft.

Wear, tear and deterioration

16.4.2 We do not compensate *you* for gradual causes such as wear and tear, rust, mildew, corrosion, decay and deterioration. This includes damage from light, sunlight or normal climatic conditions.

Household pests and pets

16.4.3 We do not compensate *you* for loss or damage caused by household pests such as moths or other insects or their larvae, vermin and rodents or your own domestic pets.

Cleaning, dyeing, renovating and repairing

16.4.4 We do not compensate *you* for loss or damage caused by dyeing, renovating or repairing.

Confiscation and detention

16.4.5 We do not compensate *you* for loss or damage to items that are confiscated or detained by a process of law.

Using or treating items in the wrong way

16.4.6 We do not compensate *you* for damage because:

- 16.4.6.1 tools were used on the *insured item* in the wrong way;
- 16.4.6.2 *you* or any other person made mistakes when installing the *insured item*;
- 16.4.6.3 the *insured item* was not maintained as the manufacturer recommended;
- 16.4.6.4 the *insured item* was used for something other than its normal home use;
- 16.4.6.5 provision is made for this damage in terms of the guarantee or warranty issued by the manufacturers of any electrical equipment.

Damage to glass and lenses

16.4.7 We do not compensate *you* for damage to glass, including scratched lenses.

Damage to parts of the insured property that have short life spans

16.4.8 We do not compensate *you* for damage to parts of the *insured item* that have a short life span. Some examples are:

- batteries, bulbs;
- speakers;
- tapes, ribbons;
- pilot lights;
- the plate inside the microwave;
- globes, clocks;
- hoses;
- air and water filters;
- fuses;
- belts, knobs;
- screen protectors;
- accessory cables;
- removable storage devices;
- obsolete spare parts;
- remote controls.

Damage to computers, notebooks, laptops, palmtops, iPads, tablets and data processing equipment

16.4.9 We do not compensate *you* for damage to computers, notebooks, laptops, palmtops, tablets and data processing equipment.

Damage to electric gate motors

16.4.10 We do not compensate *you* for damages to electric gate motors.

16.5 Compensation

How we compensate you

- 16.5.1 We can choose one or more of the following ways to compensate you:
- 16.5.1.1 paying the costs of the damage;
 - 16.5.1.2 replacing whatever is damaged;
 - 16.5.1.3 repairing whatever is damaged.

Limit of compensation

- 16.5.2 We compensate you up to the limit shown in the schedule.

Excess

- 16.5.3 There is an *excess* in the *schedule* for each item we insure under this section. This is the amount that *you* pay before *we* compensate *you*.

16.6 Special conditions

- 16.6.1 *You* must give *us* acceptable proof that *you* own an item, or acceptable proof of its value, if *we* ask for it.

17. Premium Waiver for Retrenchment or Redundancy

This section applies only to monthly policies and not to yearly policies.

17.1 Definitions in this section

<i>You</i>	means the policyholder and the policyholder's <i>spouse</i> as named in the <i>schedule</i> .
<i>Redundancy</i>	means the termination of <i>your</i> employment by <i>your</i> employer because <i>your</i> employer introduces new technology or reorganises the business.
<i>Retrenchment</i>	means the termination of <i>your</i> employment by <i>your</i> employer because of poor market conditions or the liquidation of the business or any other business decision of the employer that results in reducing staff.

17.2 Who we insure

17.2.1 The policyholder and the policyholder's *spouse* named on the *schedule*.

17.3 What we insure

Premiums in the event of *redundancy* and *retrenchment*

17.3.1 We pay for the premiums for this policy if *you* are made *redundant* or *retrenched*.

17.4 What we do not insure

17.4.1 We do not pay the premiums for this policy for *retrenchment* or *redundancy* if:

- 17.4.1.1 *you* have not paid any premiums due on this policy;
- 17.4.1.2 *you* are *retrenched* or made *redundant* within the first 90 days of the *start date* of this section;
- 17.4.1.3 *you* accept voluntary *retrenchment*;
- 17.4.1.4 *you* are unemployed because *you* retire or resign;
- 17.4.1.5 *you* are unemployed because *you* fall pregnant or give birth;
- 17.4.1.6 *your* work is seasonal;
- 17.4.1.7 *your* fixed-term contract ends, or *you* finish the job *you* were specifically employed to do;
- 17.4.1.8 *you* lose *your* job because *you* are found guilty of fraud, dishonesty or any misconduct on *your* part;
- 17.4.1.9 *you* lose *your* job because of any illegal strike that *you* took part in or any lock-out by *your* employer;
- 17.4.1.10 *you* abscond from *your* job. To abscond means to leave *your* job in a secret and sudden manner;
- 17.4.1.11 *you* are employed in the informal sector;
- 17.4.1.12 *you* are self-employed.

17.5 Compensation

How we compensate you

- 17.5.1 We compensate *you* for a maximum of 6 monthly premiums by paying *your* premiums on *your* behalf. The compensation is the value of *your* monthly premiums due on this policy at the date *you* were *retrenched* or made *redundant*.

Limit of compensation

- 17.5.2 We compensate *you* up to the limit shown in the *schedule*.

17.6 Special conditions

You must have worked for a continuous period

- 17.6.1 We only compensate *you* if *you* worked full-time for 12 consecutive months immediately before *you* were made *redundant* or *retrenched*. *You* must return to full-time employment for 12 consecutive months before another claim can be made.

Your benefits will not increase

- 17.6.2 We will not increase any benefits under this section if *you* are notified either orally or in writing that *you* will be *retrenched* or made *redundant*.

Only until your 66th birthday

- 17.6.3 We only compensate *you* if *you* are made *retrenched* or *retrenched* before *your* 66th birthday.

Waiting periods apply to reinstated policies

- 17.6.4 If this policy lapses or is cancelled for whatsoever reason and we agree to reinstate the policy the waiting period will reapply from the date that the cover is reinstated.

Tell us about your retrenchment

- 17.6.5 *You* must inform *us* as soon as *you* are notified in writing of *your* imminent *retrenchment*.

18. Identity Theft

18.1 Definitions in this section

You means the policyholder and other people we insure under this section.

18.2 Who we insure

18.2.1 We insure the policyholder, their *spouse* and any family members named in the *schedule*. To be insured, the person must permanently live with the policyholder and be financially dependent on the policyholder.

18.3 What we insure

You must have cover at the time of the identity theft

18.3.1 We only compensate *you* under this section when both of the following conditions are met:

18.3.1.1 the identity theft (as described below) happens;

18.3.1.2 a claim is brought against *you* by a creditor or collection agency or someone acting on their behalf or *you* become aware of a possible claim under this section.

18.3.2 *You may* claim for identity theft that took place any time from the *start date* of this section to one year after the end date of this section of the policy.

Identity theft for a loan or account

18.3.3 We compensate *you* only if another person or entity assumes *your* identity to:

18.3.3.1 get a loan;

18.3.3.2 open a credit account;

18.3.3.3 take over an existing account.

Reasonable costs that we insure for identity theft

Legal expenses in certain situations

18.3.4 We compensate *you* for reasonable legal costs for defending any legal action brought against *you* by a creditor or collection agency or someone acting on their behalf. This includes both:

18.3.4.1 civil proceedings because of identity theft;

18.3.4.2 criminal proceedings where *you* are charged with illegal acts someone else has committed while using *your* identity.

18.3.5 We compensate *you* for:

18.3.5.1 removing any civil or criminal judgment wrongfully taken against *you* as the result of the identity theft;

18.3.5.2 challenging the accuracy or completeness of any information in *your* consumer credit report. This is if wrong information was given to the credit agency or financial institution.

Income *you* have lost due to time off work

- 18.3.6 We compensate *you* for unpaid leave from *your* job or profession if the only reason *you* had to take the time off was the identity theft.
- 18.3.7 We compensate *you* for income lost because of workdays *you* take off while *you* have insurance under this section, or within 12 months of the end date of this policy.
- 18.3.8 We do not compensate *you* for leave days or sick days. We do not compensate *you* if *you* are self-employed.

Amounts *you* have to pay to a creditor

- 18.3.9 We compensate *you* for *your* actual loss from a legal *Liability* to pay a creditor. We compensate *you* only if any of the following cards or accounts were opened in *your* name, without *your* permission:
- 18.3.9.1 ATM card, credit card or debit card account;
- 18.3.9.2 bank account;
- 18.3.9.3 other credit accounts.

Various other expenses

- 18.3.10 We compensate *you* for:
- 18.3.10.1 costs to re-submit applications for loans or other credit or debit accounts. This is if the lender rejected *your* application only because they received the wrong information because of identity theft;
- 18.3.10.2 reasonable costs for getting a notary to check documents related to *your* identity theft;
- 18.3.10.3 reasonable costs for long distance telephone calls, and registered mail as a result of *your* efforts to report an identity theft;
- 18.3.10.4 costs for disputing the accuracy or completeness of any information in *your* credit history;
- 18.3.10.5 costs for a maximum of four credit reports per incident of identity theft, from an entity that we approve. *You* must have asked for the credit reports during the 12 months after the discovery of the identity theft.

18.4 What we do not insure

Identity theft dishonesty

- 18.4.1 We do not compensate *you* if the identity theft relates to any dishonest, criminal, malicious or fraudulent acts that *you* or a family member not named in the *schedule* commits, had knowledge of or planned.

Loss that results from business

- 18.4.2 We do not compensate *you* for loss that relates to *your* business.

Costs for death, injuries or other loss

- 18.4.3 We do not compensate *you* for death, injury, sickness, disease, disability, shock, mental anguish or mental injury that results from identity theft. This includes any care *you* might need, or any other loss we do not specify as a cost we insure.

Credit card fees if *you* did not comply with terms, conditions and exclusions

- 18.4.4 We do not compensate *you* for credit card fees for stolen credit cards if *you* did not comply with all the terms, conditions and *exclusions* under which the cards were issued.

18.5 Compensation

Limit of compensation

18.5.1 For each incident of identity theft, we compensate *you* up to the limit shown in the *schedule*.

Excess

18.5.2 There is an *excess* in the *schedule* for identity theft. This is the first amount that *you* must pay before we compensate *you*.

18.6 Special conditions

The creditor must confirm information

18.6.1 The creditor must confirm any amounts in writing that *you* owe as a result of identity theft.

You must cooperate with our investigation

18.6.2 *You* must give *us* permission to inspect *your* books and financial records.

18.6.3 *You* must cooperate with *us* and help *us* to enforce any legal rights *you* or *we* have in relation to *your* identity theft. This includes giving evidence, including in any legal proceeding or other proceeding necessary to resolve the identity theft.

You must take steps to avoid further Identity theft

18.6.4 *You* must take all reasonable action to prevent further loss from identity theft.

Notify the police and financial institutions within 24 hours

18.6.5 *You* must notify the police, *your* bank, the company that issued *your* ATM card, debit or credit card, financial institution, or any other relevant entity, of the identity theft within 24 hours of discovering it. If *you* do not do this, we will not accept *your* claim.

18.7 Claiming

You must give us proof when you claim

18.7.1 If *you* claim for lost income, *you* must submit all of the following:

18.7.1.1 proof from *your* employer that *you* took unpaid leave. *You* must have a Commissioner of Oaths certify this information;

18.7.1.2 proof that it was necessary to take time off work;

18.7.1.3 copies of any demands, notices, summonses, complaints, or legal papers that relate to the identity theft.

18.7.2 If *you* do not do this, we will not accept *your* claim.

19. Home Employers' Labour Dispute

19.1 Definitions in this section

<i>You</i>	refers to the policyholder and their <i>spouse</i> .
<i>Domestic staff</i>	is anyone that <i>you</i> considered employing, employ or have employed to perform domestic duties for remuneration at <i>your</i> Private Home.
<i>Unfair labour practice</i>	means: 19.1.1 unfair discrimination against any <i>domestic staff</i> on the grounds of race, gender, pregnancy, birth, colour, ethnic or social origin, sexual orientation, age, disability, religion, HIV status, conscience belief, political opinion, culture, language, marital status, or family responsibility; 19.1.2 sexual harassment. This includes unwelcome sexual advances, requests for sexual favours and any type of unwelcome contact of a sexual nature which: 19.1.2.a is made an implied or explicit term of the employment contract; 19.1.2.b creates a hostile or offensive work environment; 19.1.2.c becomes a basis for decisions regarding that <i>domestic staff's</i> employment; 19.1.3 defamation relating to the <i>domestic staff's</i> job skills, performance, qualifications, reputation, disciplinary history or termination of employment; 19.1.4 unfair dismissal or unfair refusal to hire; 19.1.5 negative changes in the terms of the domestic worker's employment because they have exercised or tried to exercise a legal right, or have helped someone else exercise or try to exercise a legal right.
<i>Legal proceedings</i>	means legal, administrative or regulatory proceedings which include: 19.1.16 issuing a summons, subpoena or counter claim, whether by <i>you</i> or against <i>you</i> ; 19.1.7 any written communication alleging an <i>unfair labour practice</i> by <i>you</i> , and indicating that the worker intends to hold <i>you</i> responsible.

19.2 Who we insure

- 19.2.1 Under this section of insurance, the following people are insured:
- the policyholder;
 - the policyholder's *spouse*.

19.3 What we insure

- 19.3.1 We compensate *you* for all amounts that *you* are legally liable to pay as the result of any *legal proceedings* against *you* for any *unfair labour practice*.

19.4 What we do not insure

19.4.1 We do not compensate *you* for:

Your Liability relating to trade union activity

19.4.2 *Liability* that results from lawful trade union activities or membership, industrial disputes or negotiations except costs and expenses incurred in getting an interdict in the case of an unprotected strike action.

Legal obligations

19.4.3 *Liability* that results from payments that *you* are legally required to make in relation to remuneration, workers' compensation, disability benefits, unemployment insurance, retirement benefits, or any other legally required payment;

19.4.4 *Liability* arising from labour or grievance proceedings as a result of a collective bargaining agreement;

19.4.5 taxes, fines, penalties, punitive, exemplary or aggravated damages other than exemplary or aggravated damages arising from a claim for defamation;

19.4.6 *Liability* that results from a breach of the laws and regulations relating to minimum payment and other conditions of employment;

19.4.7 costs related to adapting *your* home or working methods to accommodate a person with a disability, or to meet legal health and safety standards.

Bodily injury, sickness, death and damage to property

19.4.8 *Liability* that results from bodily injury, sickness or death of any person;

19.4.9 *Liability* that results from loss of or damage to property.

Your actions

19.4.10 *Liability* that results from any wilful, dishonest, fraudulent or malicious act of *yours*.

Prior claims

19.4.11 *Liability* that results from any incident or legal demand that *you* were aware of when *you* took out this cover.

19.5 Compensation

Limit of compensation

19.5.1 We compensate *you* up to the limit shown in the *schedule*.

Legal costs

19.5.2 The limit shown in the *schedule* includes all legal costs and expenses for:

19.5.2.1 damages, judgements and costs made against *you* by a competent court or tribunal;

19.5.2.2 settlements that *you* enter into with *our* written consent;

19.5.2.3 costs that *you* incur with *our* consent relating to the investigation, negotiation, defence and appeal of claims against *you*.

19.6 Special conditions

Disciplinary procedures

Before *you* start disciplinary procedures against *domestic staff* *you* must contact the Labour Help Line on **0860 24 7 365**. *You* must follow the advice that the help line gives *you*.

19.7 Claiming

You must report any legal demand as soon as reasonably possible to the Claims Direct Line on **0860 24 7 365**.